Department of Design and Construction

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE
VOLUME 1 – BID BOOKLET

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Introduction

This Bid Booklet is intended to provide general information necessary for bidding on a DDC public works project and is part of the Contract Documents, as per Article 1.1 of the Standard Construction Contract.

As this contract is solicited via the PASSPort system, the bidder will be required to complete all of the PASSPort forms and questionnaires. These forms and questionnaires, along with the bidder's responses, will become part of the Bid Booklet.

Additional information on the PASSPort system can be found at the following website:
https://www1.nyc.gov/site/mocs/systems/passport-user-materials.page

Bid Submission Requirements

THE FOLLOWING MUST BE COMPLETED AND SUBMITTED FOR THE BID TO BE CONSIDERED RESPONSIVE:

1. Completed electronic bid submission in PASSPort;
    a. All required fields in PASSPort must be completed.
2. Bid security, if required.
    a. If Bid security is in a form of a bid bond, bidders must include it with their electronic PASSPort submission.
    b. If Bid security is in a form of a certified check, bidders must hand deliver the certified check.

BIDDERS ARE ADVISED THAT PAPER BID SUBMISSIONS WILL BE DEEMED NON-RESPONSIVE. BIDDERS MUST SUBMIT THEIR BIDS ELECTRONICALLY IN PASSPORT AND PROVIDE THE BID SECURITY FOR THE BID TO BE CONSIDERED RESPONSIVE.

THE FOLLOWING MAY RESULT IN THE BID BEING FOUND NON-RESPONSIVE:

1. Failure to upload required files or documents as part of a mandatory PASSPort Questionnaire response.
2. Uploading an incorrect file as part of a mandatory PASSPort Questionnaire response.

Notices to Bidders

Pre Bid Questions (PBQs)

Please be advised that PBQs should be submitted to the Agency Contact Person (CSB_projectinquiries@ddc.nyc.gov) at least five (5) business days (by 5:00 PM EST) prior to the bid opening date as indicated in the PASSPort procurement.

All PBQs must reference the Project ID. If a bidder has multiple PBQs for the same Project ID, the PBQs must be numbered sequentially, even if they are submitted separately.

While the PASSPort system has a facility for submitting inquiries, bidders are directed to send PBQs as directed above instead of using the PASSPort inquiry system.

Inquiries sent using the PASSPort inquiry system will not be considered PBQs.

NYC Contract Financing Loan Fund

If your business is working as a prime or subcontractor on a project with a City agency or City-funded entity, you may be eligible for a Contract Financing Loan from a participating lender coordinated with the NYC Department of Small Business Services (SBS). Loan repayment terms align with the contract payment schedule.

For more information: Call 311 or visit https://www1.nyc.gov/nycbusiness/article/contract-financing-loan-fund

M/WBE Notice to Prospective Contractors

PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT (9/2020 version)

ARTICLE I. M/WBE PROGRAM

Section 6-129 of the Administrative Code of the City of New York ("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. Contracts solicited through the Procurement and Sourcing Solutions Portal (PASSPort) will contain a Schedule B in the format outlined in the Schedule B – M/WBE Utilization Plan & PASSPort rider. The provisions of this notice will apply to contracts subject to the M/WBE Program established by Section 6-129 regardless of solicitation source.

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.

References to MBEs or WBEs shall also include such businesses certified pursuant to the executive law where credit is required by section 311 of the New York City Charter or other provision of law.

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 1 to this Contract (see Page 1, Line 1 Total Participation Goals) or will be set forth on Schedule B, Part 1 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 DSBS 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 2 (see Pages1-2) 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; (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; as well as the name, addresses, and telephone numbers of the M/WBE subcontractors if required by the solicitation; and (d) the prospective contractor's required certification and affirmations. 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 2 (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 non-responsive.

(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 2 (see Pages 1-2) 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; (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; as well as the name, addresses, and telephone numbers of the M/WBE subcontractors if required by the solicitation; and (d) the prospective contractor's required certification and affirmations. 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 2). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART 3). 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 multi-year 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 city-certified 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) 513-6451, or by visiting or writing DSBS at One Liberty Plaza, New York, New York, 10006, 11th 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 3 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 MWBEModification@ddc.nyc.gov**. **Full or partial waiver requests that are received later than seven (7) calendar days prior to the date and time the bids, proposals, or Task Orders are due may be rejected as untimely**. Bidders, proposers, or contractors, as applicable, who have submitted timely 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 the Contractor was required to identify in its bid or proposal the MBEs and/or WBEs they intended to use in connection with the performance of the Contract or Task Order, substitutions to the identified firms may only be made with the approval of the Agency, which shall only be given when the Contractor has proposed to use a firm that would satisfy the **Participation Goals** to the same extent as the firm previously identified, unless the Agency determines that the Contractor has established, with appropriate documentary and other evidence, that it made reasonable, good faith efforts. In making such determination, the Agency shall require evidence of the efforts listed in Section 11(a) above, as applicable, along with any other relevant factors.

13. 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.

14. 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.

15. 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 a **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 a **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 PASSPort as caution data.

Affirmation

The 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 as disclosed in PASSPort.

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

6. 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 shall mean the individual bidder, firm, partnership or corporation executing this bid).

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. M/WBE UTILIZATION PLAN: By signing its bid, the bidder agrees to the M/WBE Vendor Certification and Required Affirmations set forth below, unless a full waiver of the Participation Goals is granted.

    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

    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.

Bid Schedule

The Questionnaire in the PASSPort system contains the Bid Schedule. Items listed in the Bid Schedule shall comply with the requirements of the corresponding sections of the specifications detailed in the table below. All references to the Standard Specifications, Details, Standards and Drawings shall be to the version in effect at the time of bid.

NOTES:

- "XXX" in the table below signifies any possible combination of characters and spaces.
- The table below may contain item formats which are not included in the Bid Schedule. ***Please refer to the Bid Schedule to determine which specifications apply.***

Item Number Format	Applicable Specifications
4.XXX 6.XXX 7.XXX 8.XXX *(Except 8.01 XXX; see below)* 9.XXX HW-XXX	NYC Department of Transportation ("DOT") Standard Highway Specifications, as amended in the R-Pages, located in Volume 3 of 3 herein; ***AND*** NYC DOT Standard Details of Construction; ***OR,*** ***if the item is not contained within the Standard Specifications***, then see the applicable New Sections in the I-Pages, located in Volume 3 of 3 herein.
1.XXX 50.XXX through 55.XXX 60.XXX through 66.XXX 70.XXX through 79.XXX *(Except 79.11XXX; see below)* DSS XXX DSW XXX	NYC Department of Environmental Protection ("DEP") Standard Sewer and Water Main Specifications, as amended in the R-Pages and SW-Pages, located in Volume 3 of 3 herein; ***AND*** NYC DEP Specifications for Trunk Main Work; ***AND*** NYC DEP Sewer Design Standards; ***AND*** NYC DEP Water Main Standard Drawings; ***OR,*** ***if the item is not contained within the Standard Specifications,*** then see the Amendments to the Standard Sewer and Water Main Specifications in the SW-Pages, located in Volume 3 of 3 herein.
GI-XXX PM-XXX ROW XXX	New Sections in the I-Pages, located in Volume 3 of 3 herein ***AND*** NYC DEP Standards for Green Infrastructure.

Item Number Format	Applicable Specifications
UTL-XXX	Gas Cost Sharing Standard Specifications in the EP7-Pages, located in Volume 3 of 3 herein.
83X.XXX MX.XXX MP XXX NYC-XXX NYCT-XXX NYPD-XXX P XXX PK-XXX	New Sections in the I-Pages, located in Volume 3 of 3 herein.
BMP-XXX	Specifications for Construction of Best Management Practice (BMP) and Mitigation Area in the BMP-Pages, located in Volume 3 of 3 herein.
E XXX ME XXX	Specifications for the Specialty Electrical Works in the EL-Pages, located in Volume 3 of 3 herein.
SL-XXX	NYC DOT Division of Street Lighting Specifications ***AND*** NYC Division of Street Lighting Standard Drawings.
T-XXX	NYC DOT Specifications for Traffic Signals and Intelligent Transportation Systems ***AND*** NYC DOT Traffic Signal Standard Drawings.
JB XXX	Joint Bid Specifications in the JB-Pages, located in Volume 3 of 3 herein.
8.01 XXX	Specifications for Handling, Transportation and Disposal of Nonhazardous and Potentially Hazardous Contaminated Materials in the HAZ-Pages, located in Volume 3 of 3 herein.
67.XXX	Specifications for Abatement of Coal Tar Wrap Asbestos Containing Materials in the ASB-Pages, located in Volume 3 of 3 herein.
79.11XXX	Specifications for Abatement of Transit Authority Duct Insulation Asbestos Containing Materials in the ASB-Pages, located in Volume 3 of 3 herein.

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 (D) below. If required, the bidder must submit such information 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 email and will specify the types of information which must be submitted directly to DDC.

In the event the bidder fails to submit the required information within the specified time frame, its bid may be rejected as nonresponsive.

****

(A) **Project Reference Form**: If required, the bidder must complete and submit the Project Reference Form set forth in this Bid Booklet. The Project Reference Form consists of 3 parts: (1) Contracts Completed by the Bidder, (2) Contracts Currently Under Construction by the Bidder, and (3) Pending Contracts Not Yet Started by the Bidder.

(B) **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.

(C) **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.

(2) Schedule of Aged Accounts Receivable, including portion due within ninety (90) days.

(D) **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 and in what type of construction.

(2) Resumes of all key personnel to be involved in the project, including the proposed project superintendent.

(3) List of significant pieces of equipment expected to be used for the contract, and whether such equipment is owned or leased.

(4) Description of work expected to be subcontracted, and to what firms, if known.

(5) List of key material suppliers.

(6) Preliminary bar chart time schedule

(7) 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.

(8) 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 (D) 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.

Contract Name	Contract #	Contract Description	Owner / Owners Rep.	Project Start	Year Completed	Contract Amount
Reconstruction of Bruner Avenue and Ely Ave., Bronx, NY	HWX402	Including sewers, water mains, street lighting and traffic signal work	NYCDDC	2024	Not Started	$ 12,492,655.90
Installation of Complex and Landmark Pedestrian Ramps, Manhattan, Brooklyn and the Bronx	HWP19CWLM	Including curbs and sidewalks, reconstruction, pavement markings, street light and traffic signal work	NYCDDC	2024	Not Started	$ 11,138,346.65
Installation of Complex Pedestrian Ramps, Brooklyn	HWP19KC3	Including curbs and sidewalk reconstruction, pavement markings, street lighting and traffic signal work	NYCDDC	2024	In Progress	$ 8,784,410.40
Flood Mitigation of Selected Bays and Stair Entrances in Manhattan, Brooklyn and Queens	A-37702	F&I Mechanical Closure Devices (prevent flooding), Stairwell Protection Devices, Structural repairs at vent batteries, replacement of grating, vent grate support frames, relocation of utilities, etc. at 14 different locations	MTA	2024	In Progress	$ 18,975,000.00
Where and When - Highway Non-Structure Maintenance, NYC	D265174	Repair/replace deck joints, guiderails, relief joints, downspouts, shielding under bridge, steel sheeting, concrete repairs to abutments and other load bearing concrete elements, repair concrete barriers, repair sink holes, and MPT	NYSDOT	2024	In Progress	$ 25,379,764.00
Webster Avenue Water Main Replacement Phase 1 and Phase 2, New Rochelle, New York	16115	Installation of approximately 7,300 LF of new 30” Ductile Iron watermain on Webster Ave	Veolia Water New York	2024	In Progress	$ 11,210,600.00
Installation of New 1328kV Underground FRE Conduit System for Transmission Feeder, Brooklyn	30606-21	Installation of New 1328kV Underground FRE Conduit System for transmission feeder connecting Gowanus Substation and Greenwood Substation	Con-Edison	2024	In Progress	$ 5,952,465.00
Design Build Program "Lexington Avenue Pedestrian Safety Improvements", New York	HWMMLEXAV	Design and construction of 7 curb extensions at 5 intersections. Includes rectification of existing standard features inc non- ADA compliant corners, upgrading signals to accessible pedestrian signals and replacing catch basins, replacement of 1200ft of 20" water main, 900ft of 6" water main and 900ft of 12" water main	NYCDDC	2023	In Progress	$ 32,760,706.35
Domestic Water System Improvements at Westchester County Airport, White Plains, NY	22-522	Installation of a new water main service and backflow preventer facilities. Includes the installation of a new water service, over 6000ft of various sized cement-lines ductile iron pipe and installation of 2 new backflow prevention buildings	Westchester County DPW	2023	In Progress	$ 8,677,820.00
Services for HOV/Bus Lane Operation at the Verrazzano-Narrows Bridge	VNM-399	Provide personnel, equipment and material to operate and manitain a Barrier Transfer Machine and associated moveable barrier, including attenuator trucks, arrow boards, etc to facilitate the opening and closing of the HOV/Bus lane. Provide work zone traffic control for full closure on as needed basis. Provide needed misc repairs	MTA/TBTA	2023	In Progress	$ 13,538,000.00

Contract Name	Contract #	Contract Description	Owner / Owners Rep.	Project Start	Year Completed	Contract Amount
Roadway Improvements to the Belt Parkway at the Verrazzano-Narrows Bridge	VN-86	Road improvements to the Belt Parkway, adding an auxiliary lane (4th lane). Including safety improvement; enhancing signage and pavement markings. Reconfiguring and constructing a new roundabout at Bay 8th Street Interchange. Installing a 12ftx1600ft retaining wall w/soldier pile support, new pedestrian bridge and various improvements to Shore Park	MTA/TBTA	2023	In Progress	$ 33,193,589.00
Replacement and Repair of Combined Sewer Outfall at LGA Airport, Queens	SEQ002715	Replacement and repair of Combined Sewer outfall located North of 81st Street & 19th Avenue, on LaGuardia Airport Property. Installation of 17ftx12ft box outfall. Performed internal demo of walls and well re-built.	NYCDDC	2023	2024	$ 7,290,985.00
Utility Relocation at North Avenue Bridge over I-95 New Rochelle, NY		Utility relocations at the North Avenue Bridge over I-95. Including demoing part of the bridge, and relocating utilities (sewer, water, electrical, and telephone) for an upgrade of a new bridge. Including lane closures under TA-619-13 on Highway NYS I-95	NYS Thruway Authority	2022	2023	$ 1,900,000.00
Willets Point Development- Various contracts; Water Main Replacement, OU2 Site Remediation and On-Site Fill, Utilities and Roadway		Remediation, design build, utilities, deep sewers, trunk main, storm sewers, roadways, sidewalks, retaining walls, curbs, bioswales, landscaping and restoration	Related Company	2022	In Progress	$ 99,060,720.10
Jerome Reservoir and Aqueduct Rehabilitation, Croton Water Supply System, Bronx	JRAQ-REH	Structural Rehabilitation which includes decommissioning of Old Croton Aqueduct. Site improvements, new concrete grade beam installation along roadway, drainage improvements, removal of metal walkway and concrete piers, removal of 10-foot-tall fall protection fence along eastern portion of the reservoir.	NYCDEP	2021	In Progress	$ 37,594,000.00
Atlantic Avenue Safety Improvements- Phase II, Brooklyn and Queens	HWD10105A	Reconstruction of Atlantic Ave, including installation of sewer, watermain, center median, LIRR Vent Shaft reconstruction, sidewalk, traffic signal and roadway reconstruction	NYCDDC	2020	In Progress	Public Work $35,884,023.66 Private Work $10,000,000.00
Replacement of Water Mains on Avenue S, Brooklyn	BED809	Installation of Watermains, Brooklyn	NYCDDC	2019	2023	Public Work $25,430,427.44 Private Utility $12,874,386.31
Replacement of Trunk and Distribution Water Mains, Combined Sewer and Appurtenances in Flatbush, Brooklyn	BED798	Replaced of trunk and distribution water mains, sewers, and appurtenances in the Park Slope Brooklyn Area, Etc. Including sewer, water Main, 8th Ave. Park Triangle, streetscape, neckdowns, street lighting and traffic signal work together with all utility work within the project limits	NYCDDC	2019	2024	Public Work $37,548,087.57 Private Work $30,568,147.35

Contract Name	Contract #	Contract Description	Owner / Owners Rep.	Project Start	Year Completed	Contract Amount
Construction of Sanitary Sewers and Appurtenances, Coney Island Areas, Brooklyn	CONISPH3A	Construction of roadways, sidewalks, drainage, sewers (Box Culvert), watermain and private utilities	NYCEDC	2019	2022	$ 49,679,581.33
Water Main Replacement, Coney Island, Brooklyn	59640002	Installation of over 6000 LF of ESVP sanitary on cradle (various sizes), 7500 LF of DIP water main pipe 6" - 24", various sized chambers, access manholes, catch basins, chute pipe, full sidewalk, and roadway restoration, including concrete road base and asphalt	NYCEDC	2017	2019	$ 51,684,397.36
Reconstruction of 9th Avenue/Gansevoort Street Area, Manhattan	HWMP2020	Replacement of distribution water mains (sections) and construction of catch basins and chute connections, roadways, curbs and sidewalks, the beautification including tree planting, plaza reconstruction and decorative paving	NYCDDC	2016	2023	Public Work $17,196,088.29 Private Work $56,298,946.44
Improvement of Food Center Drive, Bronx	16920004	Improvements to Food Center Dr in Hunts Point Bronx NY. The project consists of reinforced concrete pavement for bus stops, road base, asphalt, steel faced curb, sidewalks, manholes, basins, chutes, water main, electrical, and landscaping	NYCEDC	2015	2016	Public Work $8,585,798.18 Private Work $7,684,446.41
Reconstruction of Astor Place/Cooper Square, Manhattan	HWMP116	Water main, sewer, traffic lighting, street lighting NYC	NYCDDC	2013	2018	Public Work $15,754,866.59 Private Work $12,375,700.20
Queens Plaza Bicycle and Pedestrian Improvements Project, Queens	14420002	Watermain, sewer, lighting, signal work, concrete sidewalk, asphalt milling and paving, landscaping, custom pavers and irrigation	NYCEDC	2010	2014	$ 38,330,225.89
Brooklyn Navy Yard Redevelopment, Brooklyn (Multiple contracts completed simultaneously)		Installation of sewer, watermain, Post Office, Parking Lots, Architectural concrete, porous pavement, curb sidewalk and roadway	BNYDC	2007	2012	$ 42,000,000.00

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS. That we, Triumph Construction Corp.
1354 Seneca Avenue
Bronx, NY 10474

hereinafter referred to as the "Principal", and Liberty Mutual Insurance Company
1200 MacArthur Boulevard, 3rd Floor
Mahwah, NJ 07430

hereinafter referred to as the "Surety" are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "CITY", or to its successors and assigns in the penal sum of

Ten Percent of the Amount Bid

($ 10%), Dollars lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal is about to submit (or has submitted) to the City the accompanying proposal, hereby made a part hereof, to enter into a contract in writing for Project ID: HWX402

Reconstruction of Bruner Avenue & Ely Avenue, Etc. - Including Sewers, Water Mains, Street Lighting, and Traffic Work

Together With all Work Incidental Thereto - Borough of the Bronx - City of New York

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said Proposal without the consent of the City for a period of forty-five (45) days after the opening of bids and in the event of acceptance of the Principal's Proposal by the City, if the Principal shall:

(a) Within ten (10) days after notification by the City, execute in quadruplicate and deliver to the City all the executed counterparts of the Contract in the form set forth in the Contract Documents, in accordance with the proposal as accepted, and

(b) Furnish a performance bond and separate payment bond, as may be required by the City, for the faithful performance and proper fulfillment of such Contract, which bonds shall be satisfactory in all respects to the City and shall be executed by good and sufficient sureties, and

(c) In all respects perform the agreement created by the acceptance of said Proposal as provided in the Information for Bidders, bound herewith and made a part hereof, or if the City shall reject the aforesaid Proposal, then this obligation shall be null and void; otherwise to remain in full force and effect.

In the event that the Proposal of the Principal shall be accepted and the Contract be awarded to the Principal the Surety hereunder agrees subject only to the payment by the Principal of the premium therefore, if requested by the City, to write the aforementioned performance and payment bonds in the form set forth in the Contract Documents.

It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

There shall be no liability under this bond if, in the event of the acceptance of the Principal's Proposal by the City, either a performance bond or payment bond, or both, shall not be required by the City on or before the 30th day after the date on which the City signs the Contract.

The surety, for the value received, hereby stipulates and agrees that the obligations of the Surety and its bond shall in no way be impaired or affected by any postponements of the date upon which the City will receive or open bids, or by any extensions of the time within which the City may accept the Principal's Proposal, or by any waiver by the City of any of the requirements of the Information for Bidders, and the Surety hereby waives notice of any such postponements, extensions, or waivers.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers the 22nd day of April, 2024.

(Seal)

Triumph Construction Corp. (L.S.)
Principal

By: _____

(Seal)

Liberty Mutual Insurance Company
Surety

By: Cheryl R. Coleman
Cheryl R. Coleman, Attorney-in-Fact

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of BRONX ss:
On this 22nd day of April, 2024, before me personally came CARLO CUZZI to me known, who, being by me duly sworn, did depose and say that he/she/they resides at NEW ROCHELLE, NEW YORK that he/she/they is the PRESIDENT of Triumph Construction Corp. the corporation described in and which executed the foregoing instrument; that he/she/they knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he/she/they signed his name thereto by like order.

Denise Chavier
Notary Public - State of New York
No. 01CH6174232
Qualified in Bronx County
My Commission Expires March 14, 2026

Denise Chavier
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ County of _____ ss:
On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument, and he/she/they acknowledged to me that he/she/they executed the same as and for the act and deed of said firm.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ County of _____ ss:
On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same.

_____
Notary Public

AFFIX ACKNOWLEDGMENTS AND JUSTIFICATION OF SURETIES

SURETY ACKNOWLEDGMENT

State of New Jersey

County of Middlesex

On this 22nd day of April, 2024, before me personally came Cheryl R. Coleman to me known, who being by me duly sworn, did depose and say that he/she is an Attorney-in-Fact of

Liberty Mutual Insurance Company

corporations described in and which executed the within instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he/she signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

MARK HORTA
Commission # 50219675
Notary Public, State of New Jersey
My Commission Expires
March 20, 2029

My commission expires _____

MARK HORTA NOTARY PUBLIC NEW JERSEY

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8206800-969516

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cheryl R. Coleman; Marc J. Michalewsky; Mary J. D'Amato; Sandra A. Pace; Thomas True; Zachary J. Rosenthal

all of the city of Westfield state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of November, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 11th day of November, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of April, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

LIBERTY MUTUAL INSURANCE COMPANY

Financial Statement – December 31, 2023

Assets		Liabilities	
Cash and Bank Deposits	$1,850,245,073.00	Unearned Premiums	$10,298,963,305.00
*Bonds — U.S Government	3,859,565,383.00	Reserve for Claims and Claims Expense	28,848,537,243.00
*Other Bonds	21,048,805,773.00	Funds Held Under Reinsurance Treaties	360,714,151.00
*Stocks	19,937,271,802.00	Reserve for Dividends to Policyholders	1,310,198.00
Real Estate	122,228,711.00	Additional Statutory Reserve	296,126,000.00
Agents' Balances or Uncollected Premiums	8,208,660,427.00	Reserve for Commissions, Taxes and Other Liabilities	7,622,413,466.63
Accrued Interest and Rents	186,906,667.00	**Total**	**$47,428,064,363.63**
Other Admitted Assets	15,677,869,683.63	Special Surplus Funds	209,508,757.00
Total Admitted Assets	**$70,891,553,519.63**	Capital Stock	10,000,075.00
		Paid in Surplus	13,834,867,488.00
		Unassigned Surplus	9,409,112,836.00
		Surplus to Policyholders	23,463,489,156.00
		Total Liabilities and Surplus	**$70,891,553,519.63**

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Indiana Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31,2023, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March 2024.

T A Mikolajewski

Assistant Secretary

STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

It is hereby certified that

Liberty Mutual Insurance Company
of Boston, Massachusetts

a corporation organized under the laws of Massachusetts and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $21,990,465,553. (Capital $10,000,000), as is shown by its sworn financial statement for the quarter ending, December 31, 2022, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department at the City of Albany, this 2nd day of March, 2023.

Adrienne A. Harris
Superintendent

By

Colleen M. Draper
Special Deputy Superintendent

Department of Design and Construction

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN
BID SCHEDULE

Project ID: HWX402
ePIN: 85024B0050

TOTAL BID PRICE: $12,492,655.90

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col.8
Seq. No	Item Number	Item Description	Engineer's Estimate of Quantity	Unit	Unit Price	Extended Amount	Price Criteria
1	4.02 AF-R	ASPHALTIC CONCRETE WEARING COURSE, 2" THICK	2,850.00	S.Y.	$30.00	$85,500.00	
2	4.02 AG	ASPHALTIC CONCRETE WEARING COURSE, 3" THICK	7,850.00	S.Y.	$35.00	$274,750.00	
3	4.02 CB	ASPHALTIC CONCRETE MIXTURE	510.00	TONS	$225.00	$114,750.00	
4	4.04 H	CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION, (HIGH-EARLY STRENGTH)	50.00	C.Y.	$220.00	$11,000.00	
5	4.04 HD	CONCRETE BASE FOR PAVEMENT, 9" THICK (HIGH-EARLY STRENGTH)	2,000.00	C.Y.	$650.00	$1,300,000.00	
6	4.09 AE	STRAIGHT STEEL FACED CONCRETE CURB (21" DEEP)	210.00	L.F.	$100.00	$21,000.00	
7	4.09 AF	STRAIGHT STEEL FACED CONCRETE CURB (27" DEEP)	3,080.00	L.F.	$115.00	$354,200.00	
8	4.09 BE	DEPRESSED STEEL FACED CONCRETE CURB (21" DEEP)	1,840.00	L.F.	$0.10	$184.00	
9	4.09 BF	DEPRESSED STEEL FACED CONCRETE CURB (27" DEEP)	230.00	L.F.	$150.00	$34,500.00	
10	4.09 CE	CORNER STEEL FACED CONCRETE CURB (21" DEEP)	180.00	L.F.	$165.00	$29,700.00	
11	4.09 CF	CORNER STEEL FACED CONCRETE CURB (27" DEEP)	145.00	L.F.	$175.00	$25,375.00	
12	4.11 CA	FILL, PLACE MEASUREMENT	5,200.00	C.Y.	$60.00	$312,000.00	
13	4.13 AAS	4" CONCRETE SIDEWALK (UNPIGMENTED)	37,680.00	S.F.	$16.00	$602,880.00	
14	4.13 BAS	7" CONCRETE SIDEWALK (UNPIGMENTED)	4,470.00	S.F.	$30.00	$134,100.00	
15	4.13 DE	EMBEDDED PREFORMED DETECTABLE WARNING UNITS	176.00	S.F.	$10.00	$1,760.00	
16	4.15 SS	STRUCTURAL SOIL FOUNDATION MATERIAL	290.00	C.Y.	$200.00	$58,000.00	
17	4.16 BA510	TREES PLANTED, 2-1/2" TO 3" CALIPER, ALL TYPES, IN 5' X 10' TREE PITS	66.00	EACH	$1,200.00	$79,200.00	
18	4.18 B	MAINTENANCE TREE PRUNING (12" TO UNDER 18" CAL.)	10.00	EACH	$750.00	$7,500.00	
19	4.21	TREE CONSULTANT	250.00	P/HR	$80.00	$20,000.00	
20	50.31ME18	18" E.S.V.P. STORM SEWER, ENCASED IN CONCRETE	30.00	L.F.	$2,000.00	$60,000.00	
21	51.21S0B1000V	STANDARD MANHOLE TYPE B-1	1.00	EACH	$18,000.00	$18,000.00	
22	51.21S0C1000E	STANDARD MANHOLE TYPE C-1 ON EXISTING SEWER	1.00	EACH	$18,000.00	$18,000.00	
23	51.23RF	REPLACEMENT OF EXISTING MANHOLE FRAME AND COVER	5.00	EACH	$100.00	$500.00	
24	51.41S001	STANDARD CATCH BASIN, TYPE 1	8.00	EACH	$15,000.00	$120,000.00	
25	52.11D12	12" DUCTILE IRON PIPE BASIN CONNECTION	580.00	L.F.	$500.00	$290,000.00	
26	53.11DR	TELEVISION INSPECTION AND DIGITAL AUDIO-VISUAL RECORDING OF SEWERS	120.00	L.F.	$35.00	$4,200.00	
27	54.12CS	CLEANING OF DRAINAGE STRUCTURES	20.00	C.Y.	$10.00	$200.00	
28	6.02 AAN	UNCLASSIFIED EXCAVATION	11,235.00	C.Y.	$40.00	$449,400.00	
29	6.09 AA	CONCRETE HEADER (6" WIDE X 18" DEEP)	500.00	L.F.	$130.00	$65,000.00	
30	6.22 F	ADDITIONAL HARDWARE	2,500.00	LBS.	$0.10	$250.00	
31	6.25 RS	TEMPORARY SIGNS	200.00	S.F.	$30.00	$6,000.00	
32	6.26	TIMBER CURB	240.00	L.F.	$0.10	$24.00	
33	6.28 AA	LIGHTED TIMBER BARRICADES	390.00	L.F.		$0.00	
34	6.34 AA	CHAIN LINK FENCE, 3'-6" HIGH	170.00	L.F.	$35.00	$5,950.00	
35	6.34 X	REMOVE AND DISPOSE OF EXISTING CHAIN LINK FENCE	170.00	L.F.		$0.00	
36	6.36 DR	STRUCTURAL REPAIR AND ADJUSTMENT OF UTILITY STRUCTURES	15.00	C.Y.	$500.00	$7,500.00	
37	6.40 DU	ENGINEER'S FIELD OFFICE (JOINT USE) (TYPE DU)	36.00	MONTH	$6,500.00	$234,000.00	
38	6.43 D	DIGITAL PHOTOGRAPHS	100.00	SETS	$40.00	$4,000.00	
39	6.44	THERMOPLASTIC REFLECTORIZED PAVEMENT MARKINGS (4" WIDE)	9,480.00	L.F.	$1.50	$14,220.00	
40	6.44 L	PAVEMENT MARKINGS - LETTERS AND NUMBERS	10.00	EACH	$400.00	$4,000.00	
41	6.44 S	PAVEMENT MARKINGS - SYMBOLS	14.00	EACH	$450.00	$6,300.00	
42	6.49	TEMPORARY PAVEMENT MARKINGS (4" WIDE)	2,000.00	L.F.	$1.00	$2,000.00	
43	6.50	CLEANING OF DRAINAGE STRUCTURES	5.00	EACH		$0.00	
44	6.52 CG	CROSSING GUARD	2,500.00	P/HR	$60.00	$150,000.00	
45	6.53	REMOVE EXISTING LANE MARKINGS (4" WIDE)	1,000.00	L.F.	$0.10	$100.00	
46	6.55	SAWCUTTING EXISTING PAVEMENT	2,600.00	L.F.	$0.10	$260.00	
47	6.57	ABANDONING INLETS AND BASINS	5.00	EACH	$0.10	$0.50	
48	6.67	SUBBASE COURSE, SELECT GRANULAR MATERIAL	2,040.00	C.Y.	$15.00	$30,600.00	
49	6.68	PLASTIC FILTER FABRIC	16,480.00	S.Y.	$1.50	$24,720.00	
50	6.75	GRINDING EXISTING ASPHALTIC CONCRETE WEARING COURSE	300.00	C.Y.	$225.00	$67,500.00	

Department of Design and Construction

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN
BID SCHEDULE

Project ID: HWX402
ePIN: 85024B0050

TOTAL BID PRICE: $12,492,655.90

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col.8
Seq. No	Item Number	Item Description	Engineer's Estimate of Quantity	Unit	Unit Price	Extended Amount	Price Criteria
51	6.82 A	REMOVING EXISTING TRAFFIC AND STREET NAME SIGNS	80.00	S.F.	$0.10	$8.00	
52	6.82 B	REMOVING EXISTING TRAFFIC AND STREET NAME SIGN POSTS	340.00	L.F.	$0.10	$34.00	
53	6.83 AA	FURNISHING NEW NON-REFLECTORIZED TRAFFIC SIGNS	20.00	S.F.	$20.00	$400.00	
54	6.83 AB	FURNISHING NEW TRAFFIC SIGN POSTS	100.00	L.F.	$20.00	$2,000.00	
55	6.83 AR	FURNISHING NEW REFLECTORIZED TRAFFIC SIGNS	50.00	S.F.	$20.00	$1,000.00	
56	6.83 BA	INSTALLING TRAFFIC SIGNS	60.00	S.F.	$20.00	$1,200.00	
57	6.83 BB	INSTALLING TRAFFIC SIGN POSTS	220.00	L.F.	$20.00	$4,400.00	
58	6.84 B	LOLLIPOP TYPE BUS STOP SIGNS	1.00	F.S.	$10,000.00	$10,000.00	PRICE BID SHALL BE FOR THE FIXED SUM OF $ 10,000.00
59	6.86 AA	FURNISHING NEW STREET NAME SIGNS	30.00	S.F.	$25.00	$750.00	
60	6.86 AB	FURNISHING NEW STREET NAME SIGN POSTS	130.00	L.F.	$25.00	$3,250.00	
61	6.86 BA	INSTALLING STREET NAME SIGNS	30.00	S.F.	$20.00	$600.00	
62	6.86 BB	INSTALLING STREET NAME SIGN POSTS	130.00	L.F.	$20.00	$2,600.00	
63	6.87	PLASTIC BARRELS	520.00	EACH	$0.10	$52.00	
64	6.91	REFLECTIVE CRACKING MEMBRANE (18" WIDE)	1,900.00	L.F.	$5.00	$9,500.00	
65	60.11R606	FURNISHING AND DELIVERING 6-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	70.00	L.F.	$70.00	$4,900.00	
66	60.11R608	FURNISHING AND DELIVERING 8-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	1,441.00	L.F.	$90.00	$129,690.00	
67	60.11R612	FURNISHING AND DELIVERING 12-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	25.00	L.F.	$130.00	$3,250.00	
68	60.12D06	LAYING 6-INCH DUCTILE IRON PIPE AND FITTINGS	85.00	L.F.	$500.00	$42,500.00	
69	60.12D08	LAYING 8-INCH DUCTILE IRON PIPE AND FITTINGS	1,496.00	L.F.	$350.00	$523,600.00	
70	60.12D12	LAYING 12-INCH DUCTILE IRON PIPE AND FITTINGS	30.00	L.F.	$500.00	$15,000.00	
71	60.13M0A24	FURNISHING AND DELIVERING DUCTILE IRON MECHANICAL JOINT 24-INCH DIAMETER AND SMALLER FITTINGS, INCLUDING WEDGE TYPE RETAINER GLANDS	4.00	TONS	$11,000.00	$44,000.00	
72	61.11DMM06	FURNISHING AND DELIVERING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	6.00	EACH	$1,500.00	$9,000.00	
73	61.11DMM08	FURNISHING AND DELIVERING 8-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	3.00	EACH	$2,000.00	$6,000.00	
74	61.11TWC03	FURNISHING AND DELIVERING 3-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	EACH	$800.00	$800.00	
75	61.11TWC04	FURNISHING AND DELIVERING 4-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	EACH	$1,100.00	$1,100.00	
76	61.12DMM06	SETTING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	6.00	EACH	$1.00	$6.00	
77	61.12DMM08	SETTING 8-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	3.00	EACH	$1.00	$3.00	
78	61.12TWC03	SETTING 3-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	EACH	$1.00	$1.00	
79	61.12TWC04	SETTING 4-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	EACH	$1.00	$1.00	
80	62.11SD	FURNISHING AND DELIVERING HYDRANTS	8.00	EACH	$5,000.00	$40,000.00	
81	62.12SG	SETTING HYDRANTS COMPLETE WITH WEDGE TYPE RETAINER GLANDS	8.00	EACH	$5,000.00	$40,000.00	
82	62.13RH	REMOVING HYDRANTS	7.00	EACH	$100.00	$700.00	
83	62.14FS	FURNISHING, DELIVERING AND INSTALLING HYDRANT FENDERS	16.00	EACH	$300.00	$4,800.00	
84	63.11VC	FURNISHING AND DELIVERING VARIOUS CASTINGS	7.00	TONS		$0.00	
85	64.11EL	WITHDRAWING AND REPLACING HOUSE SERVICES USING 1-1/2-INCH OR LARGER SCREW TAPS	25.00	EACH	$200.00	$5,000.00	
86	64.11ST	WITHDRAWING AND REPLACING HOUSE SERVICES USING SMALLER THAN 1-1/2-INCH SCREW TAPS	1.00	EACH	$350.00	$350.00	

Department of Design and Construction

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN
BID SCHEDULE

Project ID: HWX402
ePIN: 85024B0050

TOTAL BID PRICE: $12,492,655.90

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col.8
Seq. No	Item Number	Item Description	Engineer's Estimate of Quantity	Unit	Unit Price	Extended Amount	Price Criteria
87	64.12COEG	CUTTING AND OFFSETTING HOUSE SERVICE WATER CONNECTIONS (EQUAL TO OR GREATER THAN 3-INCH DIAMETER)	1.00	L.F.	$65.00	$65.00	
88	64.12COLT	CUTTING AND OFFSETTING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER)	25.00	L.F.	$75.00	$1,875.00	
89	64.12ESEG	EXTENDING HOUSE SERVICE WATER CONNECTIONS (EQUAL TO OR GREATER THAN 3-INCH DIAMETER)	25.00	L.F.	$50.00	$1,250.00	
90	64.12ESLT	EXTENDING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER)	15.00	L.F.	$50.00	$750.00	
91	64.13WC08	FURNISHING, DELIVERING AND INSTALLING WET CONNECTION SLEEVE ON 8-INCH WATER MAIN PIPE WITH VARIOUS OUTLETS	1.00	EACH	$2,500.00	$2,500.00	
92	65.11BR	FURNISHING, DELIVERING AND INSTALLING BANDS, RODS, WASHERS, ETC., COMPLETE, FOR RESTRAINING JOINTS	400.00	LBS.	$12.00	$4,800.00	
93	65.21PS	FURNISHING AND PLACING POLYETHYLENE SLEEVE	1,512.00	L.F.	$2.00	$3,024.00	Unit price bid shall not be less than: $ 2.00
94	65.31FF	FURNISHING, DELIVERING AND PLACING FILTER FABRIC	11,200.00	S.F.	$0.10	$1,120.00	Unit price bid shall not be less than: $ 0.10
95	65.71SG	FURNISHING, DELIVERING AND PLACING SCREENED GRAVEL OR SCREENED BROKEN STONE BEDDING	38.00	C.Y.	$100.00	$3,800.00	
96	7.12 A	PROCTOR ANALYSIS	20.00	EACH	$500.00	$10,000.00	
97	7.12 B	IN-PLACE SOIL DENSITY TEST	60.00	EACH	$400.00	$24,000.00	
98	7.13 B	MAINTENANCE OF SITE	30.00	MONTH	$2,000.00	$60,000.00	
99	7.35	PEDESTRIAN CHANNELIZER	1,190.00	L.F.	$0.10	$119.00	
100	7.88 AA	RODENT INFESTATION SURVEY AND MONITORING	1.00	L.S.	$10,000.00	$10,000.00	
101	7.88 AB	RODENT BAIT STATIONS	90.00	EACH	$65.00	$5,850.00	Unit price bid shall not be less than: $ 65.00
102	7.88 AC	BAITING OF RODENT BAIT STATIONS	90.00	EACH	$11.00	$990.00	Unit price bid shall not be less than: $ 11.00
103	7.88 AD	WATERBUG BAIT APPLICATIONS	120.00	BLOCK	$75.00	$9,000.00	Unit price bid shall not be less than: $ 75.00
104	70.21DK	DECKING	100.00	S.Y.	$30.00	$3,000.00	Unit price bid shall not be less than: $ 30.00
105	70.31FN	FENCING	850.00	L.F.	$1.50	$1,275.00	Unit price bid shall not be less than: $ 1.50
106	70.51EO	EXCAVATION OF BOULDERS IN OPEN CUT	30.00	C.Y.	$75.00	$2,250.00	Unit price bid shall not be less than: $ 75.00
107	70.61RE	ROCK EXCAVATION	50.00	C.Y.	$1.00	$50.00	
108	70.71SB	STONE BALLAST	50.00	C.Y.	$15.00	$750.00	Unit price bid shall not be less than: $ 15.00
109	70.81CB	CLEAN BACKFILL	281.00	C.Y.	$15.00	$4,215.00	Unit price bid shall not be less than: $ 15.00
110	70.91SW12	FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 12-INCH IN DIAMETER AND LESS	1,700.00	S.F.	$0.01	$17.00	
111	73.11AB	ADDITIONAL BRICK MASONRY	15.00	C.Y.	$62.50	$937.50	Unit price bid shall not be less than: $ 62.50
112	73.21AC	ADDITIONAL CONCRETE	55.00	C.Y.	$62.50	$3,437.50	Unit price bid shall not be less than: $ 62.50
113	73.31AE0	ADDITIONAL EARTH EXCAVATION INCLUDING TEST PITS (ALL DEPTHS)	30.00	C.Y.	$20.00	$600.00	Unit price bid shall not be less than: $ 20.00
114	73.41AG	ADDITIONAL SELECT GRANULAR BACKFILL	110.00	C.Y.	$15.00	$1,650.00	Unit price bid shall not be less than: $ 15.00
115	76.11CR	CONSTRUCTION REPORT	1.00	L.S.	$200,000.00	$200,000.00	
116	76.21MR	MONITORING AND POST-CONSTRUCTION REPORT	1.00	L.S.	$175,000.00	$175,000.00	
117	8.01 C1	HANDLING, TRANSPORTING AND DISPOSAL OF NON-HAZARDOUS CONTAMINATED SOIL	12,060.00	TONS	$60.00	$723,600.00	Unit price bid shall not be less than: $ 60.00
118	8.01 C2	SAMPLING AND TESTING OF CONTAMINATED/POTENTIALLY HAZARDOUS SOIL FOR DISPOSAL PURPOSES	40.00	SETS	$2,500.00	$100,000.00	Unit price bid shall not be less than: $ 2,500.00
119	8.01 H	HANDLING, TRANSPORTING AND DISPOSAL OF HAZARDOUS SOIL	990.00	TONS	$375.00	$371,250.00	Unit price bid shall not be less than: $ 375.00
120	8.01 S	HEALTH AND SAFETY	1.00	L.S.	$300.00	$300.00	Unit price bid shall not be less than: $ 300.00
121	8.01 W1	REMOVAL, TREATMENT, AND DISCHARGE/DISPOSAL OF CONTAMINATED WATER	10.00	DAY	$1,700.00	$17,000.00	Unit price bid shall not be less than: $ 1,700.00
122	8.01 W2	SAMPLING AND TESTING OF CONTAMINATED WATER	10.00	SETS	$1,600.00	$16,000.00	Unit price bid shall not be less than: $ 1,600.00
123	8.02 A	SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK	10,490.00	S.F.	$0.01	$104.90	
124	8.02 B	SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK	60.00	L.F.	$0.10	$6.00	
125	9.04 HW	ALLOWANCE FOR ANTI-FREEZE ADDITIVE IN CONCRETE	1.00	F.S.	$20,000.00	$20,000.00	PRICE BID SHALL BE FOR THE FIXED SUM OF $ 20,000.00

Department of Design and Construction

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN
BID SCHEDULE

Project ID: HWX402
ePIN: 85024B0050

TOTAL BID PRICE: $12,492,655.90

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Seq. No	Item Number	Item Description	Engineer's Estimate of Quantity	Unit	Unit Price	Extended Amount	Price Criteria
126	9.23	PRICE ADJUSTMENTS	1.00	F.S.	$25,000.00	$25,000.00	PRICE BID SHALL BE FOR THE FIXED SUM OF $ 25,000.00
127	9.28	EXPANDED WORK ALLOWANCE	1.00	F.S.	$500,000.00	$500,000.00	PRICE BID SHALL BE FOR THE FIXED SUM OF $ 500,000.00
128	9.30	STORM WATER POLLUTION PREVENTION	1.00	L.S.	$150,000.00	$150,000.00	Unit price bid shall not be less than: $ 2,579.46
129	GI-2.07B1	¾" CLEAN OPEN GRADED STONE (TYPE B1)	15.00	C.Y.	$100.00	$1,500.00	
130	GI-2.07D1	2"-5" CLEAN OPEN GRADED STONE (TYPE D1)	175.00	C.Y.	$100.00	$17,500.00	
131	GI-2.08	HDPE BARRIER	1,200.00	S.F.	$25.00	$30,000.00	
132	GI-2.08L	IMPERMEABLE LINER	1,200.00	S.F.	$20.00	$24,000.00	
133	GI-2.09DR-NW	NON-WOVEN GEOTEXTILE FABRIC FOR DRAINAGE	347.00	S.Y.	$20.00	$6,940.00	
134	GI-2.11	INLET SCREEN BOX	12.00	EACH	$1,000.00	$12,000.00	
135	GI-2.16 AC9	DEBRIS SCREEN FOR PIPE (9" DIA.)	36.00	EACH	$150.00	$5,400.00	
136	GI-2.16 FPA	FULL PERFORATED HDPE PIPE (8" DIA.)	410.00	L.F.	$35.00	$14,350.00	
137	GI-2.16 SA	SOLID HDPE PIPE (8" DIA.)	80.00	L.F.	$50.00	$4,000.00	
138	GI-4.06 A	REINFORCED CONCRETE APRON	108.00	S.F.	$150.00	$16,200.00	
139	GI-4.06 CC-A	CONCRETE CHAMBER (TRENCH) AT INLET	12.00	EACH	$2,500.00	$30,000.00	
140	GI-4.06 CG	REINFORCED CONCRETE GUTTER	252.00	L.F.	$100.00	$25,200.00	
141	GI-4.06CT	5 INCH THICK CONCRETE TOP	1,200.00	S.F.	$35.00	$42,000.00	
142	GI-5.10 OW	OBSERVATION WELL	12.00	EACH	$600.00	$7,200.00	
143	GI-5.13A	STORMWATER INLET	12.00	EACH	$2,200.00	$26,400.00	
144	GI-6.09T1	CONCRETE HEADER, TRAPEZOID-SHAPE (6" WIDE AT TOP X 15" DEEP X 9" WIDE AT BASE)	372.00	L.F.	$90.00	$33,480.00	
145	GI-7.01 CC	CLEANOUT COVER	36.00	EACH	$400.00	$14,400.00	
146	GI-7.01SG	STEEL GRATE	78.00	S.F.	$150.00	$11,700.00	
147	HW-900H	ALLOWANCE FOR CITY WORK ACCELERATION	1.00	F.S.	$200,000.00	$200,000.00	PRICE BID SHALL BE FOR THE FIXED SUM OF $ 200,000.00
148	JB-FS-CE	CON EDISON JB FIXED SUM	1.00	F.S.	$2,002,922.50	$2,002,922.50	PRICE BID SHALL BE FOR THE FIXED SUM OF $ 2,002,922.50
149	JB-FS-VZ	ECS-VERIZON JB FIXED SUM	1.00	F.S.	$352,785.00	$352,785.00	PRICE BID SHALL BE FOR THE FIXED SUM OF $ 352,785.00
150	SL-20.02.02	F&I STANDARD TYPE ANCHOR BOLT FDN, AS PER DWG FDN-001.	6.00	EACH	$1,180.00	$7,080.00	
151	SL-21.02.02	FURNISH AND INSTALL A STANDARD WOOD POLE	10.00	EACH	$3,010.00	$30,100.00	
152	SL-21.03.02	FURNISH AND INSTALL TYPE 8S LAMPPOST WITH TRANSFORMER BASE	5.00	EACH	$3,910.00	$19,550.00	
153	SL-21.03.03	FURNISH AND INSTALL TYPE 2T, 6T, 8T OR 12T LAMPPOST WITH TRANSFORMER BASE	1.00	EACH	$3,780.00	$3,780.00	
154	SL-21.09.03	REMOVE A WOOD POLE WITH ALL ATTACHMENTS, IF ANY	14.00	EACH	$690.00	$9,660.00	
155	SL-21.09.05	RMV STANDARD FABRICATED STEEL LPs WITH ARM(S), LUM.(S), CONTROL(S) AND ALL ATTACHMENTS, IF ANY.	5.00	EACH	$970.00	$4,850.00	
156	SL-22.16.05	FURNISH AND INSTALL ROADWAY TYPE LED FIXTURE AS PER SPECIFICATION 466 WITH PEC RECEPTACLE LUM-001	20.00	EACH	$620.00	$12,400.00	
157	SL-24.02.02	FURNISH AND INSTALL FABRICATED STEEL 8 Ft. ARM ON LAMPPOST OR "M-2" TRAFFIC POLE SHAFT EXTENSION.	13.00	EACH	$670.00	$8,710.00	
158	SL-24.02.16	FURNISH AND INSTALL FABRICATED STEEL 7 FT. SHAFT EXTENSION (SINGLE ARM) FOR "M-2" TRAFFIC POST AS PER DWGs SL-MIS-001	2.00	EACH	$1,350.00	$2,700.00	
159	SL-29.01.01	FURNISH, INSTALL, MAINTAIN AND REMOVE EQUIPMENT FOR TEMPORARY LIGHTING (PYLON), AS PER DWGs REF-010_1, REF-010_2, AND REF-010_3.	19.00	EACH	$1,630.00	$30,970.00	
160	SL-31.01.06	PAINT A STANDARD STREET LIGHT LAMPPOST WITH INSULATED "SUPERHTHANE" PAINT APR. 7' HIGH.	6.00	EACH	$310.00	$1,860.00	
161	SL-33.01.01	F&I NO. 12 AWG XLP COPPER CABLE OR EQUAL IN CONDUIT	700.00	L.F.	$3.10	$2,170.00	
162	SL-33.02.02	FURNISH AND INSTALL NO. 6 AWG XLP COPPER CABLE OR EQUAL FOR OVERHEAD INSTALLATION	5,000.00	L.F.	$7.90	$39,500.00	
163	T- 2.53	Install Five Foot Toll Aluminum Accessible Pedestrian Signal (APS) Pole	4.00	EACH	$1,110.00	$4,440.00	
164	T-1.18	REMOVE TYPE "A", "B", "S" OR "T" SERIES FOUNDATION	1.00	EACH	$100.00	$100.00	

Department of Design and Construction

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN
BID SCHEDULE

Project ID: HWX402
ePIN: 85024B0050

TOTAL BID PRICE: $12,492,655.90

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col.8
Seq. No	Item Number	Item Description	Engineer's Estimate of Quantity	Unit	Unit Price	Extended Amount	Price Criteria
165	T-1.20	REMOVE TYPE "M" SERIES FOUNDATION	2.00	EACH	$100.00	$200.00	
166	T-1.3	INSTALL TYPE "M2-5S" FOUNDATION	3.00	EACH	$1,460.00	$4,380.00	
167	T-1.52	INSTALL ONE ALUMINUM PEDESTRIAN SIGN APS POLE	4.00	EACH	$1,110.00	$4,440.00	
168	T-2.22	REMOVE TYPE "S-1" OR "T-1" SERIES POST	1.00	EACH	$500.00	$500.00	
169	T-2.24	REMOVE TYPE "M" SERIES POST	2.00	EACH	$1,110.00	$2,220.00	
170	T-2.4	INSTALL TYPE "M-2" POST	2.00	EACH	$2,210.00	$4,420.00	
171	T-2.7	INSTALL SHAFT ON "M-2" POST	1.00	EACH	$640.00	$640.00	
172	T-2.9	INSTALL MAST ARM ON EXISTING "M-2" TRAFFIC POST	1.00	EACH	$693.00	$693.00	
173	T-20003	5-foot aluminum Accessible Pedestrian Signal (APS) pole	4.00	EACH	$1,100.00	$4,400.00	
174	T-20160	FURNISH 20 FOOT SIGNAL MAST ARM POLE ASSEMBLY TYPE "M-2"	2.00	EACH	$6,680.00	$13,360.00	
175	T-20170	M-2A POLE SHAFT WITH BOLT COVERINGS	1.00	EACH	$2,660.00	$2,660.00	
176	T-20220	c) FURNISH 1-1/4" ANCHOR BOLT ASSEMBLIES FOR M-2 (EACH) (4 REQUIRED PER POST)	3.00	EACH	$120.00	$360.00	
177	T-20220X	FURNISH 1-1/4" ANCHOR BOLT ASSEMBLY FOR "FB-T" TRAFFIC SIGNAL POLE (EACH) (4 REQUIRED PER POST)	1.00	EACH	$130.00	$130.00	
178	T-3.1	INSTALL "ONE-WAY" SIGNAL UNIT ON MAST ARM OR TOP OF TRAFFIC POST	8.00	EACH	$420.00	$3,360.00	
179	T-3.40	INSTALL ONE ACCESSIBLE PEDESTRIAN SIGNAL (APS) WITH APS INFORMATION SIGN ON METAL POLE	8.00	EACH	$1,140.00	$9,120.00	
180	T-3.6	INSTALL PEDESTRIAN SIGNAL ON ANY TYPE POST	8.00	EACH	$350.00	$2,800.00	
181	T-30013L	FURNISH ADJUSTABLE 3 SECTION 1-WAY, DIE CAST ALUMINUM TRAFFIC SIGNALS 8" - W/LED LENS	8.00	EACH	$880.00	$7,040.00	
182	T-31210	h) "HUB" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	4.00	EACH	$44.00	$176.00	
183	T-31235	d) "4MS"	8.00	EACH	$500.00	$4,000.00	
184	T-31351	g) "VB-2P" ASSEMBLY *ASSEMBLY IS EQUAL TO ONE PAIR	4.00	EACH	$330.00	$1,320.00	
185	T-33001-L	FURNISH POLYCARBONATE PEDESTRIAN SIGNAL (16 X 16) W/LED COUNT LENS (SPECIFICATION A-L)	8.00	EACH	$500.00	$4,000.00	
186	T-33002	FURNISH AUDIBLE PEDESTRIAN SIGNAL UNIT	8.00	EACH	$1,030.00	$8,240.00	
187	T-4.22	INSTALL ANY TYPE OF ADVANCED SOLID STATE TRAFFIC SIGNAL CONTROLLER AND CABINET ON METAL POLE	1.00	EACH	$1,850.00	$1,850.00	
188	T-4.8	REMOVE ONE CONTROL BOX AND CONTROLLER FROM ANY POST OR SUPPORT	1.00	EACH	$1,110.00	$1,110.00	
189	T-5.14	SAW CUT ROADWAY	160.00	L.F.	$0.10	$16.00	
190	T-5.34	RESTORING PERMANENT SIDEWALK	200.00	S.F.	$0.10	$20.00	
191	T-5.50	FURNISH AND INSTALL 2" HDPE UNDERGROUND CONDUIT IN PAVED ROADWAY	330.00	L.F.	$200.00	$66,000.00	
192	T-5.54	PERMANENT RESTORATION OF PAVED ROADWAY	330.00	L.F.	$0.10	$33.00	
193	T-6.10	REMOVE CABLE (INCLUDES OVERHEAD)	550.00	L.F.	$9.00	$4,950.00	
194	T-6.2	INSTALL MULTIPLE CABLE (INCLUDES OVERHEAD)	610.00	L.F.	$15.20	$9,272.00	
195	T-60000B	FURNISH 2 c # 10B (BREAKDOWN = 2#10 WITH 3RD WIRE FOR GROUNDING).	610.00	L.F.	$7.00	$4,270.00	
196	T-60040	c) 7 CONDUCTOR, 14 A.W.G.	50.00	L.F.	$7.10	$355.00	
197	T-60190	e) 13 CONDUCTOR, 14 A.W.G.	880.00	L.F.	$10.80	$9,504.00	
198	T-60200	FURNISH AND INSTALL AUDIBLE PEDESTRIAN SIGNALS CABLE	220.00	L.F.	$116.00	$25,520.00	
199	UTL-6.01.8 (CE)	GAS SERVICES CROSSING TRENCHES AND/OR EXCAVATIONS (S6.01)	1.00	EACH	$550.00	$550.00	Unit price bid shall not be less than: $ 550.00
200	UTL-6.01.9 (CE)	GAS MAIN CROSSING WATER MAIN UP TO 20" IN DIAMETER (S6.01)	1.00	EACH	$485.00	$485.00	Unit price bid shall not be less than: $ 485.00
201	UTL-6.02 (CE)	EXTRA EXCAVATION FOR THE INSTALLATION OF CATCH BASIN SEWER DRAIN PIPES WITH GAS INTERFERENCES (S6.02)	2.00	EACH	$850.00	$1,700.00	Unit price bid shall not be less than: $ 850.00
202	UTL-6.03 (CE)	REMOVAL OF ABANDONED GAS FACILITIES. ALL SIZES. (S6.03)	450.00	L.F.	$15.00	$6,750.00	Unit price bid shall not be less than: $ 15.00
203	UTL-6.03.1A (CE)	REMOVAL OF ABANDONED GAS FACILITIES WITH POSSIBLE COAL TAR WRAP. ALL SIZES. (FOR CON EDISON WORK ONLY) (S6.03)	30.00	L.F.	$25.00	$750.00	Unit price bid shall not be less than: $ 25.00
204	UTL-6.04 (CE)	ADJUST HARDWARE TO GRADE USING SPACER RINGS/ADAPTORS. (STREET REPAVING.) (S6.04)	6.00	EACH	$35.00	$210.00	Unit price bid shall not be less than: $ 35.00
205	UTL-6.06 (CE)	SPECIAL CARE EXCAVATION AND BACKFILLING (S6.06)	50.00	C.Y.	$180.00	$9,000.00	Unit price bid shall not be less than: $ 180.00

Department of Design and Construction

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN
BID SCHEDULE

Project ID: HWX402
ePIN: 85024B0050

TOTAL BID PRICE: $12,492,655.90

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col.8
Seq. No	**Item Number**	**Item Description**	**Engineer's Estimate of Quantity**	**Unit**	**Unit Price**	**Extended Amount**	**Price Criteria**
206	UTL-6.07 (CE)	TEST PITS FOR GAS FACILITIES (S6.07)	25.00	C.Y.	$100.00	$2,500.00	Unit price bid shall not be less than: $ 100.00
207	UTL-6.09A (CE)	TRENCH EXCAVATION AND BACKFILL FOR GAS MAINS AND SERVICES. GAS INSTALLED BY OTHERS (FOR CON EDISON WORK ONLY). (S6.09)	170.00	C.Y.	$190.00	$32,300.00	Unit price bid shall not be less than: $ 190.00
208	UTL-GCS-2WS (CE	GAS INTERFERENCES AND ACCOMMODATIONS	1.00	F.S.	$20,000.00	$20,000.00	PRICE BID SHALL BE FOR THE FIXED SUM OF $ 20,000.00
		SUBTOTAL				**$11,742,655.90**	
209	6.39 B	MOBILIZATION	1.00	L.S.	$750,000.00	$750,000.00	BID PRICE OF MOBILIZATION SHALL NOT EXCEED 8% OF THE ABOVE SUB-TOTAL PRICE.

Department of Design and Construction

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE
30-30 THOMSON AVENUE
LONG ISLAND CITY, NY, 11101
TEL: 718.391.1000
WEB: www.nyc.gov/ddc

TO BE FILLED IN BY THE BIDDER:

BIDDER'S NAME:

_____

_____

BID SECURITY (CIRCLE ONE):
BID BOND / CERTIFIED CHECK

NUMBER OF ADDENDUMS RECEIVED AND ATTACHED TO BID:
____ ADDENDUMS

DDC CLIENT AGENCY:
DEPARTMENT OF TRANSPORTATION
PREPARED BY:
Naik Consulting Group, P.C.
DATE PREPARED:
12/07/2023

VOLUME 2 OF 3

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

PROJECT ID: HWX402

INFORMATION FOR BIDDERS
CONTRACT
PERFORMANCE AND PAYMENT BONDS
PREVAILING WAGE SCHEDULE

RECONSTRUCTION OF

BRUNER AVENUE & ELY AVENUE, ETC.

INCLUDING SEWERS, WATER MAINS, STREET LIGHTING, AND TRAFFIC WORK

TOGETHER WITH ALL WORK INCIDENTAL THERETO

BOROUGH OF THE BRONX
CITY OF NEW YORK

CITY OF NEW YORK

DEPARTMENT OF DESIGN AND CONSTRUCTION

INFORMATION FOR BIDDERS

December 2021

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CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION

INFORMATION FOR BIDDERS

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1. Description and Location of Work

The description and location of the work for which bids are requested are specified in the PASSPort RFx field "Description".

2. Time and Place for Receipt of Bids

Sealed bids shall be received on or before the date and hour specified in the PASSPort RFx, at which time they will be publicly opened and read aloud in the presence of the Commissioner or the Commissioner's or 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.

(1) All provisions required by law to be inserted in this Contract, whether actually inserted or not

(2) The Contract Drawings and Specifications

(3) The General Conditions, the General Requirements and the Special Conditions, if any

(4) The Contract

(5) The Information for Bidders; Request for Proposals; Notice of Solicitation and Proposal For Bids; Bid or Proposal, and the Bid Booklet

(6) The Budget Director's Certificate; all Addenda issued prior to the receipt of the bids; the Notice of Award; Performance and Payment Bonds, if required; and the Notice to Proceed with the Work.

(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 in the PASSPort RFx.

5. Pre-Bid Conference

A pre-bid conference shall be held as set forth in the PASSPort RFx. 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 the PASSPort RFx.

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. Examination and Viewing of Site, Consideration of Other Sources of Information and Changed Conditions

(A) Pre-Bidding (Investigation) Viewing of Site - Bidders must carefully view and examine the site of the proposed work, as well as its adjacent area, and seek other usual sources of information, for they will be conclusively presumed to have full knowledge of any and all conditions on, about or above the site relating to or affecting in any way the performance of the work to be done under the Contract which were or should have been indicated to a reasonably prudent bidder. To arrange a date for visiting the work site, bidders are to contact the Agency Contact person specified in The PASSPort RFx.

(B) Should the contractor encounter during the progress of the work subsurface conditions at the site materially differing from any shown on the Contract Drawings or indicated in the Specifications or such subsurface conditions as could not reasonably have been anticipated by the contractor and were not anticipated by the City, which conditions will materially affect the cost of the work to be done under the Contract, the attention of the Commissioner must be called immediately to such conditions before they are disturbed. The Commissioner shall thereupon promptly investigate the conditions. If the Commissioner finds that they do so materially differ, or that they could not reasonably have been anticipated by the contractor and were not anticipated by the City, the Contract may be modified with the Commissioner's written approval.

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 the PASSPort RFx, 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 the bidder's option, may ask to be relieved of the bidder's 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 or 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.

(B) 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. PASSPort COMPLIANCE

All vendors that intend to do business with the City of New York must complete a disclosure process in order to be considered for a contract. This disclosure process was formerly completed using Vendor Information Exchange System (VENDEX) paper-based forms. The City of New York has moved collection of vendor disclosure information online. In early August 2017, the New York City Mayor's Office of Contract Services (MOCS) launched the Procurement and Sourcing Solutions Portal (PASSPort), a new online procurement system that replaced the paper-VENDEX process. In anticipation of awards, all bidders must create online accounts in the new PASSPort system, and

file all disclosure information using PASSPort. Paper submissions, including certifications of no changes to existing VENDEX packages, will not be accepted in lieu of complete online filings using PASSPort.

All vendors that intend to do business with the City, but specifically those that fall into any of the following categories, are required to enroll:

- Have a pending award with a City Agency; or
- Hold a current contract with a City Agency and have either an expiring VENDEX or expiring Certificate of No Change.

The Department of Design and Construction (DDC) and MOCS hereby notifies all proposers that the PASSPort system is available, and that disclosure filing completion is required prior to any award through this competitive bid.

To enroll in PASSPort and to access the PASSPort website (including online training), please visit www.nyc.gov/passport. Contact MOCS at passport@mocs.nyc.gov for additional information and technical support.

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)669-2323.

26. Bid, Performance and Payment Security

(A) Bid Security: Each bid must be accompanied by bid security in an amount and type specified in the PASSPort RFx questionnaire. The bid security shall assure the City of New York of the adherence of the bidder to its proposal, the execution of the Contract, and the furnishing of Performance and Payment Bonds by the bidder, if required in the PASSPort RFx. 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 Article 21 of 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.

(B) Performance and Payment Security: Performance and Payment Security must be provided in an amount and type specified in the PASSPort RFx. The performance and payment security shall be delivered by the contractor prior to or at the time of execution of the Contract. If a contractor fails to deliver the required performance and payment security, its bid security shall be enforced, and an award of Contract may be made to the next lowest responsible and responsive bidder, or the contract may be rebid.

(C) Acceptable Types of Security: Acceptable types of security for bids, performance, and payment shall be limited to the following:

(1) a one-time bond in a form satisfactory to the City;

(2) a bank certified check or money order;

(3) obligations of the City of New York; or

(4) other financial instruments as determined by the Office of Construction in consultation with the Comptroller.

Whenever the successful bidder deposits obligations of the City of New York as performance and payment security, the Comptroller may sell and use the proceeds thereof for any purpose for which the principal or

surety on such bond would be liable under the terms of the Contract. If the money is deposited with the Comptroller, the successful bidder shall not be entitled to receive interest on such money from the City.

(D) Form of Bonds: Security provided in the form of bonds must be prepared on the form of bonds authorized by the City of New York. Forms for bid, performance, and payment bonds are included in the Invitation for Bids Documents. Such bonds must have as surety thereunder such surety company or companies as are: (1) approved by the City of New York; (2) authorized to do business in the State of New York, and (3) approved by the Department of the Treasury of the United States. Premiums for any required bonds must be included in the base bid.

The bidder is advised that submission of a bid bond where the surety on such bond fails to meet the criteria set forth herein, shall result in the rejection of the bid as non-responsive.

The Department of the Treasury of the United States advises that information concerning approved surety companies may be obtained as follows: (1) from the Government Printing Office at 215-364-6465; (2) through the Internet at https://www.fiscal.treasury.gov/surety-bonds/.

(E) Power of Attorney: Attorneys in fact who sign bid, performance, or payment bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

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 the bidder's 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 the bidder's 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. Employment Report

In accordance with Executive Order No. 50 (1980) as modified by Executive Order 108 (1986), the filing of a

completed Employment Report (ER) is a requirement of doing business with the City of New York for construction contractors with contracts of $1,000,000 or more and subcontractors with construction subcontracts of $750,000 or more. The required forms and information are included in the PASSPort Vendor Profile.

30. Labor Law Requirements

(A) General: The successful bidder will be required to comply strictly with all Federal, State and local labor laws and regulations.

(B) New York State Labor Law: This Contract is subject to New York State Labor Law Section 220, which requires that construction workers on the site be paid prevailing wages and supplements. The Contractor is reminded that all wage provisions of this Contract will be enforced strictly and failure to comply will be considered when evaluating performance. Noncompliance may result in the contractor being debarred by the City from future contracts. Complaints filed with the Comptroller may result in decisions which may debar a contractor from bidding contracts with any state governmental entity and other political subdivisions.

(C) Records: The Contractor is expected to submit accurate payroll reports and other required documents and verify attendance and job classifications being utilized in compliance with the law, Contract provisions and agency procedures.

31. Insurance

(A) Bidders are advised that the insurance requirements contained herein are regarded as material terms of the Contract. As required by Article 22 of the Contract, the contractor must effect and maintain with companies licensed and authorized to do business in the State of New York, the types of insurance set forth therein, when required by and in the amounts set forth in Schedule A of the General Conditions. Such required insurance must be provided from the date the contractor is ordered to commence work and up to the date of final acceptance of all required work.

(B) The contractor must, within ten days of receipt of the notice of award, submit the following insurance documentation: (a) original certificate of insurance for general liability in the amount required by Schedule A of the General Conditions, and (b) original certificates of insurance or other proof of coverage for workers' compensation and disability benefits, as required by Section 57 of the New York State Workers' Compensation Law and Section 220 of the Disability Benefits Law.

32. Lump Sum Contracts

(A) Comparison of Bids: Bids on Lump Sum Contracts will be compared on the basis of the lump sum price bid, adjusted for alternate prices bid, if any.

(B) Lump Sum Bids for "General Construction Work" which include excavation shall include all necessary excavation work defined in the Specifications as being included in the lump sum bid. The bidder shall also bid a unit price for the additional cost of excavating material which is defined in the Specifications as excavation for which additional payment will be made. The total estimated additional cost of removing such material will be taken as the quantity set forth in the Engineer's Estimate multiplied by the unit price bid. This total estimated cost of additional excavation shall be added to the lump sum bid for the General Construction Work for the purpose of comparing bids to determine the low bidder.

(C) Variations from Engineer's Estimate: The Engineer's Estimate of the quantity of excavation for which additional payment will be made is approximate only and is given solely to be used as a uniform basis for the comparison of bids and such estimate is not to be considered as part of this contract. The quantities actually required to complete the contract work may be more or less than the quantities in the Engineer's Estimate and, if so, no action for damages or for loss of profits shall accrue to the contractor by reason thereof.

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 Schedule, 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: The terms and conditions applicable to overruns of unit price items are set forth in Article 26 of the Contract.

34. Excise Tax

Bidders are referred to the Specifications for information on Federal Excise Tax exemptions.

35. Licenses and Permits

The successful bidder will be required to obtain all necessary licenses and permits necessary to perform the work.

36. Multiple Prime Contractors

If more than one prime contractor will be involved on this project, all contractors are required to examine the Invitation for Bid packages for all other parts of the project.

37. Locally Based Enterprise Requirements (LBE)

This Contract is subject to the requirements of Administrative Code, Section 6-108.1, and the regulations promulgated thereunder. No construction contract will be awarded unless and until these requirements have been complied with in their entirety. The bidder is advised of the provisions set forth below, as well as the provisions with respect to the Locally Based Enterprise Program contained in Article 67 of the Contract. The contractor is advised that:

(A) If any portion of the Contract is subcontracted, not less than ten percent of the total dollar amount of the contract shall be awarded to locally based enterprises ("LBEs"); except, where less than ten percent of the total dollar amount of the Contract is subcontracted, such lesser percentage shall be so awarded.

(B) No contractor shall require performance and payment bonds from LBE subcontractors.

(C) No Contract shall be awarded unless the contractor first identifies in its bid:

(1) the percentage, dollar amount and type of work to be subcontracted; and

(2) the percentage, dollar amount and type of work to be subcontracted to LBEs.

(D) Within ten calendar days after notification of low bid, the apparent low bidder shall submit an "LBE Participation Schedule" to the contracting agency. If such schedule does not identify sufficient LBE subcontractors to meet the requirements of Administrative Code Section 6-108.1, the apparent low bidder shall submit documentation of its good faith efforts to meet such requirements.

(1) The "LBE Participation Schedule" shall include:

(a) the name and address of each LBE that will be given a subcontract,

(b) the percentage, dollar amount and type of work to be subcontracted to the LBE, and

(c) the dates when the LBE subcontract work will commence and end.

(2) The following documents shall be attached to the "LBE Participation Schedule":

(a) verification letters from each subcontractor listed in the "LBE Participation Schedule" stating that the LBE will enter into a formal agreement for work,

(b) certification documents of any proposed LBE subcontractor which is not on the LBE certified list, and

(c) copies of the certification letter of any proposed subcontractor which is an LBE.

(3) Documentation of good faith efforts to achieve the required LBE percentage shall include as appropriate but not limited to the following:

(a) attendance at prebid meetings, when scheduled by the agency, to advise bidders of contract requirements;

(b) advertisement where appropriate in general circulation media, trade association publications and small business media of the specific subcontracts that would be at least equal to the percentage goal for LBE utilization specified by the contractor;

(c) written notification to association of small, minority and women contractors soliciting specific subcontractors;

(d) written notification by certified mail to LBE firms that their interest in the contract is solicited for specific work items and their estimated values;

(e) demonstration of efforts made to select portions of the work for performance by LBE firms in order to increase the likelihood of achieving the stated goal;

(f) documented efforts to negotiate with LBE firms for specific subcontracts, including at a minimum:

(i) The names, address and telephone numbers of LBE firms that are contacted;

(ii) A description of the information provided to LBE firms regarding the plans and specifications for portions of the work to be performed;

(iii) Documentation showing that no reasonable price can be obtained from LBE firms;

(iv) A statement of why agreements with LBE firms were not reached;

(g) a statement of the reason for rejecting any LBE firm which the contractor deemed to be unqualified; and

(h) documentation of efforts made to assist the LBE firms contacted that needed assistance in obtaining required insurance.

(E) Unless otherwise waived by the Commissioner with the approval of the Office of Economic and Financial Opportunity, failure of a proposed contractor to provide the information required by paragraphs (C) and (D) above may render the bid non-responsive and the Contract may not be awarded to the bidder. If the contractor states that it will subcontract a specific portion of the work, but can demonstrate despite good faith efforts it cannot achieve its required LBE percentage for subcontracted work until after award of Contract, the Contract may be awarded, subject to a letter of compliance from the contractor stating that it will comply with Administrative Code Section 6-108.1 and subject to approval by the Commissioner. If the contractor has not met its required LBE percentage prior to award, the contractor shall demonstrate that a good faith effort has been made subsequent to award to obtain LBEs on each subcontract until its meets the required percentage.

(F) When a bidder indicates prior to award that no work will be subcontracted, no work may be subcontracted without the prior written approval of the Commissioner, which shall be granted only if the contractor in good faith seeks LBE subcontractors at least six weeks prior to the start of work.

(G) The contractor may not substitute or change any LBE which was identified prior to award of the contract without the written permission of the Commissioner. The contractor shall make a written application to the Commissioner for permission to make such substitution or change, explaining why the contractor needs to change its LBE subcontractor and how the contractor will meet its LBE subcontracting requirement. Copies of such application must be served on the originally identified LBE by certified mail return receipt requested,

as well as the proposed substitute LBE. The Commissioner shall determine whether or not to grant the contractor's request for substitution.

38. Bid Submission Requirements

The Bid Submission Requirements are set forth in the PASSPort RFx.

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.

41. DDC Safety Requirements

The DDC Safety Requirements apply to the work to be performed pursuant to the Contract. The DDC Safety Requirements are set forth on the following pages.

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CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
SAFETY REQUIREMENTS FOR CONSTRUCTION CONTRACTS

January 2020

THE DDC SAFETY REQUIREMENTS FOR CONSTRUCTION CONTRACTS INCLUDE THE FOLLOWING SECTIONS:

I. POLICY ON SITE SAFETY

II. PURPOSE

III. DEFINITIONS

IV. RESPONSIBILITIES

V. SAFETY QUESTIONNAIRE

VI. SITE SAFETY PLAN

VII. KICK-OFF/PRE-CONSTRUCTION MEETINGS AND SAFETY REVIEW

VIII. EVALUATION DURING WORK IN PROGRESS

IX. SAFETY PERFORMANCE EVALUATION

I. POLICY ON SITE SAFETY

The City of New York Department of Design and Construction (DDC) is committed to a policy of injury and illness prevention and risk management for construction work that will ensure the safety and health of the workers engaged in the projects and the protection of the general public. Therefore, it is DDC's policy that work carried out by Contractors on DDC contracts must, at a minimum, comply with the most current versions of all applicable federal, state and city laws, rules, and regulations, including without limitation:

- Code of Federal Regulations, Title 29, Part 1926 (29 CFR 1926) and applicable Sub-parts of Part 1910 – U.S. Occupational Safety and Health Administration (OSHA);
- Federal Highway Administration – Manual on Uniform Traffic Control Devices (MUTCD);
- New York Codes, Rules and Regulations (NYCRR), Title 12, Part 23 – Protection in Construction, Demolition and Excavation Operations;
- New York Codes, Rules and Regulations (NYCRR), Title 16, Part 753 – Protection of Underground Facilities;
- New York City Administrative Code, Title 28 – New York City Construction Codes;
- Rules of the City of New York, Title 15, Chapter 13 – Rules Pertaining To the Prevention of the Emission of Dust from Construction Related Activities;
- Rules of the City of New York, Title 15, Chapter 28 – Citywide Construction Noise Mitigation;
- Rules of the City of New York, Title 34 Chapter 2 – NYCDOT Highway Rules.

The Contractor will be required to comply with all new and/or revised federal, state and city laws, rules, and regulations, issued during the course of the project, at the expense of the Contractor without any additional costs to the DDC.

II. PURPOSE

The purpose of this policy is to ensure that Contractors perform their work and supervise their employees in accordance with all applicable federal, state and city rules and regulations. Further, Contractors will be expected to minimize or eliminate jobsite and public hazards, through a planning, inspection, auditing and corrective action process. The goal is to control risks so that injuries, illnesses, and accidents to contractors' employees, DDC employees and the general public, as well as damage to city-owned and private property, are reduced to the lowest level feasible.

III. DEFINITIONS

Agency Chief Contracting Officer (ACCO): The ACCO will mean the person delegated authority by the Commissioner to organize and supervise the procurement activity of subordinate Agency staff in conjunction with the City Chief Procurement Officer (CCPO).

Competent Person: As defined by OSHA, an individual who is capable of identifying existing and predictable hazards in the surroundings or working conditions that are unsanitary, hazardous, or dangerous to employees or the general public, and who has authorization to take prompt corrective measures to eliminate them. This individual will have completed, at a minimum an authorized 30-hour OSHA Construction Safety Course. The Contractor may be required to provide more than one competent person due to construction operations and based on the number of active work sites.

Construction Safety Auditor: A representative of the Office of Construction Safety who provides inspection and assessment services to enhance health and safety on all DDC construction projects. The activities of the Construction Safety Auditor include performing site audits, reviewing safety plans, reviewing construction permits, drawings, verifying Contractor's compliance with applicable federal, state and city laws, rules, regulations, and DDC Contract Safety Requirements, etc. and rendering technical advice and assistance to DDC Resident Engineers and Project Managers.

Office of Construction Safety: A unit of DDC Safety and Site Support that assesses contractor's safety on DDC jobsites and advises responsible parties of needed corrective actions.

Registered Construction Superintendent: For certain projects, as defined in New York City Construction Codes – Title 28, the contractor will provide a Construction Superintendent registered with the NYC Department of Buildings and responsible for all duties as defined in Chapter 33 of Title 1 of the Rules of the City of New York.

Contractor: For purposes of these Safety Requirements, the term "Contractor" will mean any person or entity that enters into a contract for the performance of construction work on a DDC project. The term "Contractor" will include any person or entity which enters into any of the following types of contracts: (1) a prime construction contract for a specific project, (2) a prime construction contract using the Job Order Contracting System ("JOCS Contract"), and (3) a subcontract with a CM/Builder ("First Tier Subcontract").

Daily Safety Job Briefing: Daily jobsite safety briefings, given to all jobsite personnel at project site by the Contractor before work begins and/or if hazards or potential hazards are discovered while working, with the purpose of discussing the scheduled activities for the day, the hazards related to these activities, activity specific safety procedures, and Job Hazard Analysis associated with the scheduled construction work. Daily jobsite briefings will be documented, available at the jobsite, and will include at a minimum, topics, name and signature of the person conducting the briefing session, names and signatures of attendants, name of the designated competent person, contactor's name, DDC Project ID, date, time, and location.

Director – Office of Construction Safety: Responsible for the operations of the Office of Construction Safety and the DDC Site Safety management programs.

Job Hazard Analysis (JHA): A process of identifying the major job tasks and any potential site-specific hazards that may be present during construction and establishing the means and methods to eliminate or control those hazards. A JHA will be documented, available at the jobsite and will include at a minimum work tasks, being performed, identified hazards, control methods for the identified hazards, contractor's name, DDC Project ID, location, date, name and signature of certifying person. A JHA is a living document that will be re-evaluated and revised to address new hazards and tasks that may develop and will be present at the worksite and produced upon request.

Qualified Person: As defined by OSHA, an individual who, by possession of a recognized degree, certificate, license, or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated his or her ability to solve problems relating to the subject matter, the work, or the project. Qualified Persons are required under regulation to address issues pertaining, but without limit, to fall protection, scaffold design, maintenance and protection of traffic, and excavation protective system, among others.

Project Site: Those areas indicated in the Contract Documents where the Work is to be performed.

Project Safety Representative: The designated Project Safety Representative will have at a minimum an OSHA 30-hour Construction Safety Course and other safety training applicable to Contractor's/subcontractor's project work. This individual will be responsible to oversee safety performance of the required construction work, conduct documented daily safety inspections, and implement corrective actions to maintain a safe work site. The Project Safety Representative must have sufficient experience and skills necessary to thoroughly understand the health and safety hazards and controls and must have authority to undertake corrective actions. A dedicated full-time Project Safety Representative may be required on large projects and projects deemed by DDC to be particularly high risk. DDC reserves the right to request a dedicated full-time Project Safety Representative for any reason at any time during the course of the project at the expense of the Contractor without any additional costs to the DDC. The full-time Project Safety Representative will be present at the site during all work activities.

Resident Engineer ("RE"): Representative of the Commissioner duly designated by the Commissioner to be his/her representative at the site of the work. The RE may be a consultant retained by DDC, including a Construction Management (CM) or Resident Engineer Inspection (REI) firm. If DDC has retained a CM, REI or other consultant firm to perform management and oversite for the Project (e.g., CM-Builder, CM-Design-Builder, Project Manager, Program Manager), that CM, REI or other consultant is the Resident Engineer for purposes of these Safety Requirements.

Safety Questionnaire: Used by DDC to evaluate Contractor's current and past safety performance. It is required to be completed by all Contractors initially when submitting bids for Construction work, or when being pre-qualified

and updated annually or as requested by the DDC.

Site Safety Manager: For certain projects, as defined in New York City Construction Codes – Title 28, the Contractor will provide a Site Safety Manager with a Site Safety Manager License issued by the New York City Department of Building.

Site Safety Plan: A site-specific safety plan developed by the Contractor for a DDC project. The Site Safety Plan will identify the project work scope, identify hazards associated with the project work and include project specific safety procedures and training appropriate and necessary to complete the work. The Site Safety Plan will be submitted within 30 days from the Award Date or as otherwise directed and is subject to review and acceptance by the Office of Construction Safety prior to the commencement of work at the site.

Unsafe or Unhealthy Condition: A condition that could be potentially hazardous to the health and safety of personnel or the public, and/or damaging to equipment, machinery, property, or the environment.

Weekly Safety Meetings: Weekly jobsite safety meetings, given to all jobsite personnel by Contractor, with the purpose of discussing general safety topics and job specific requirements encountered at the DDC work site. Weekly safety meetings will be documented and will include at a minimum, topics, name and signature of the person conducting the meeting, names and signatures of attendees, contractor's name, DDC Project ID, date, and location.

Work: The construction required by the Contractor's Contract Documents whether completed or partially completed, performed by the Contractor/ subcontractors. Work refers to the furnishing of labor, furnishing and incorporating materials and equipment into the construction and providing any service required by the Contract Documents to fulfill the Contractor's obligation to complete the Project. For the purposes of these Safety Requirements, the term "Work" includes all Utility Interference work (commonly referred to as "Section U", "EP-7", and "Joint Bid" work) performed in association with this Contract.

IV. RESPONSIBILITIES

All persons who manage, perform, and provide support for construction projects will conduct operations in compliance with the requirements identified in this Policy and all applicable governing regulatory agency requirements and guidelines pertaining to safety in construction.

A. Resident Engineer

1. Review and facilitate Contractor(s) Site Safety Plan submittals to DDC for acceptability.
2. Notify the Office of Construction Safety of the commencement of construction work.
3. Develop and implement a training verification process to ensure that all CM/REI, consultant, Contractor, and subcontractor employees are properly trained. Maintain all applicable initial and refresher training records and assures documentation availability on site.
4. Maintain documentation of and attend weekly safety meetings and daily safety job briefings.
5. Assure that Contractor(s) JHA's are current to reflect the work tasks being performed, hazards, and control methods to mitigate the identified hazards. Verify that all employees at the job site are trained on the JHAs and maintain supporting documentation on site.
6. Assure adequate planning for all critical construction activities (crane operation, excavation, confined space entry, etc.) including coordination between Contractor(s) /DDC/ other Agencies as required.
7. Maintain custody of all construction related permits, plans, approvals, drawings, etc., related to the project and assure their availability on site.
8. Recognize, minimize, or eliminate jobsite and public hazards, through required planning, inspection, verification, and corrective action process.
9. Monitor the conditions at the site for conformance with the Contractor's Site Safety Plan, DDC policies, permits, and all applicable regulations and documentation that pertain to construction safety.
10. Notify the Contractor and DDC immediately upon determination of any condition or activity existing which is not in compliance with the Contractor's Site Safety Plan, applicable federal, state or local codes or any

condition that presents a potential risk of injury to the public or workers or possible damage to property. Direct the Contractor to provide such labor, materials, equipment, and supervision to remedy such conditions.

11. Notify the Office of Construction Safety and the ACCO's Insurance and Risk Management Unit of project-related accidents, incidents, and near misses as per DDC's Construction Safety Emergency and Accident Notification and Response Procedure within two (2) hours.
12. In case of an accident, incident, or near miss, RE is responsible to protect the integrity of the accident site including but not limited to: the safeguarding of all evidence, documentation of all personnel on site at the time of the accident, gather facts related to all accidents, incidents, or near miss, and prepare required DDC Construction Accident Report as per DDC's Construction Safety Emergency and Accident Notification and Response Procedure. Maintain all records pertaining to accidents, incidents, and near miss and have them available upon request.
13. Notify the Office of Construction Safety within two (2) hours of the start of an inspection by any outside/ regulatory agency personnel, including NYS, OSHA, NYC DOB or any other City/State/Federal oversight entity and forward a copy of the inspection report within one business day of its receipt.
14. Escort and assist Construction Safety Auditors during all field and record audits.
15. Report any emergency conditions to the Office of Construction Safety immediately.

Note: In addition to the responsibilities listed above, if the Resident Engineer is a CM/REI or other non-City party hired by the City to manage the Project, the Resident Engineer is also required to do the following:

16. Provide personnel who are certified and or trained appropriately for the requirements of the project.
17. Perform an investigation for any project-related accidents, incidents, and near misses. Within 24-hours of the time of the accident, incident, or near miss, the CM/REI will submit an investigation report to the Office of Construction Safety. Such report will include proposed remedial measures and implementation of corrective actions to prevent recurrence.

DDC reserves the right to request that the CM/REI replace any CM/REI personnel for any reason at any time during the project.

B. Construction Contractors

Note: For CM-Build and CM-Design-Build Projects, the CM will meet all requirements listed in this section, as well as the Resident Engineer section above.

1. Submit a completed Safety Questionnaire and other safety performance related documentation with its bid or as part of a pre-qualification package.
2. Submit a Site Safety Plan within 30 days from the Award Date or as otherwise directed. The Site Safety Plan is subject to review and acceptance by the Office of Construction Safety prior to the commencement of work at the site. The Site Safety Plan will be revised and updated as necessary during the course of the project. If requested by the Office of Construction Safety, the Site Safety Plan must be developed and submitted for approval using a web-based system, the Site Safety Plan Application (SSP App).
3. Designate and identify a Project Safety Representative in the Site Safety Plan. The Contractor will immediately notify the Office of Construction Safety, in a form and manner acceptable to the Office of Construction Safety, of any permanent change to the designated Project Safety Representative. In the event the primary designated Project Safety Representative is temporary unable to perform his or her duties, an alternate Project Safety Representative will be provided. Resumes, outlining the qualification and experience for the Project Safety Representative (s) will be included in the Site Safety Plan and available upon request. DDC reserves the right to request the Contractor to replace a Project Safety Representative for any reason at any time during the course of the project.
4. Designate and identify a Competent Person(s) in the Site Safety Plan. Contractor/subcontractor may be required to provide more than one competent person due to construction operations and based on a number of work tasks/areas. DDC reserves the right to request the Contractor to replace a Competent Person or provide additional Competent Person(s) for any reason at any time during the course of the project. The Competent Person will be present at the site during all work activities.
5. For certain projects, as defined in New York City Construction Codes – Title 28, designate and identify the Licensed Site Safety Manager or Registered Construction Superintendent. Resumes, outlining the qualification and experience for the Licensed Site Safety Manager or Registered Construction Superintendent will be included in the Site Safety Plan and available upon request. The Contractor will immediately notify the Office

of Construction Safety, in a form and manner acceptable to the Office of Construction Safety, of any permanent change to the designated Site Safety Manager and/or Construction Superintendent. In the event the primary designated Site Safety Manager or Construction Superintendent is temporarily unable to perform his or her duties, an alternate Licensed Site Safety Manager and/or Registered Construction Superintendent will be provided. The Office of Construction Safety must be informed of such change. DDC reserves the right to request the Contractor to replace Site Safety Manager or Construction Superintendent for any reason at any time during the course of the project.

6. Develop a written Job Hazard Analysis (JHA) that identifies safety hazards and control methods for project specific work tasks. A preliminary JHA will be included in the Site Safety Plan submitted by the Contractor. A JHA is a living document that will be re-evaluated and revised to address new hazards and tasks that may develop during the course of the project and will be present at the worksite and produced upon request.
7. Develop project specific safety procedures to protect employees, general public, and property during all construction activities for the duration of the project.
8. Ensure that all employees are aware of the hazards associated with the project through documented formal and informal training and/or other communications. Conduct and document new employee and site-specific safety orientation for all Contractor and subcontractor personnel to review the hazards associated with the project as identified in the Site Safety Plan and the specific safety procedures and controls that will be used to protect workers, the general public and property. The Project Safety Representative will conduct this training prior to mobilization and if necessary during the course of the project. Documentation will be provided to the RE.
9. Prior to performing any work on DDC projects all Contractor's and subcontractor's employees will, at a minimum, have successfully completed, within the previous five calendar years, an OSHA 10-hour construction safety course.

   All training records (OSHA 10-hour, flagger, scaffold, fall protection, confined space, etc.) will be provided to the RE prior to mobilization, included in the Site Safety Plan, kept current during the course of the project, and available for review.
10. Conduct and document weekly safety meetings and daily job briefing sessions for the duration of the project. Attendance at weekly safety meetings and daily job briefing sessions is mandatory. A written record of weekly safety meetings will be available upon request and job briefing sessions will be available at the worksite.
11. As part of the Site Safety Plan, prepare site specific procedures, such as maintenance and protection of traffic plan, steel erection plan, confined space program, fall protection plan, demolition plan, site specific emergency evacuation plan, etc. (if not otherwise provided in the contract documents) and comply with all of its provisions.
12. Have immediately available for review at the project site where actual construction activities are being performed all applicable documentation, including but not limited to: JHAs for work tasks being performed, all required training records, MPT plan (where applicable), Noise and Dust Mitigation Plans, excavation protective system drawings (where applicable), Emergency Evacuation plan, fall protection program (where applicable), confined space program (where applicable), all required permits, daily job briefing records, all required documentation for crane operation (where applicable), daily inspection checklist, scaffold and sidewalk drawings (when applicable), safety data sheets for chemicals in use.
13. Comply with all federal, state and local safety and health rules, laws, and regulations.
14. Comply with all provisions of the Site Safety Plan.
15. Provide, replace, and adequately maintain at or around the project site, suitable and sufficient signage, lights, barricades and enclosures (fences, sidewalk sheds, netting, bracing, etc.). The project specific MPT plan will be developed, implemented, and reviewed during the course of the project.
16. The Project Safety Representative will conduct daily safety inspections, document the inspection results, implement corrective actions for the identified hazards. Maintain the inspection records and have them available upon request.
17. **Report unsafe or unhealthy conditions to the RE as soon as practical, but no more than 24 hours after discovery, and take prompt actions to remove or abate such conditions. Should an imminent dangerous condition be discovered, Contractor will stop all work in the area of danger until corrections are made.**
18. Report all accidents, incidents and near misses involving injuries to workers or the general public, as well as property damage, to the RE within one (1) hour.
19. Following an accident or incident, unless otherwise directed, the Contractor will not remove or alter any equipment, structure, material, or evidence related to the accident or incident. Exception: Immediate emergency procedures taken to secure structures, temporary construction, operations, or equipment that pose a continued imminent danger or facilitate assistance for persons who are trapped or who have sustained bodily injury. Take

additional measures as necessary to secure the accident or incident site and to protect against any further injury or property damage.

20. The Contractor will perform an investigation into the root cause of the accident, incident, or near miss. Within 24 hours of an accident, incident, or near miss, the Contractor will prepare and submit to the RE a written investigation report detailing findings, corrective actions, and hazard mitigation implementation to prevent recurrence.
21. Notify the RE within two (2) hours of the start of an inspection by any outside regulatory agency personnel, including OSHA, NYC DOB, or others.
22. Maintain all records pertaining to all required safety compliance documents, accidents and incidents reports. DDC reserves the right to request copy of any records pertaining to the safety of the project and required by DDC and other federal, state, and city agencies, including but not limited to permits, training records, safety inspection records, drawings, equipment records, etc.
23. Cooperate with DDC Office of Construction Safety/ RE and address DDC recommendations on safety, which will in no way relieve the Contractor of its responsibilities for safety on the project. The Contractor has sole responsibility for safety.

V. SAFETY QUESTIONNAIRE

DDC requires that all Contractors provide information regarding their current and past safety performance and programs. This will be accomplished by the use of the DDC Safety Questionnaire. As a part of the bid submittal package, the contractor will submit a completed DDC Safety Questionnaire listing company workers' compensation experience modification rating and OSHA Incident Rates for the three (3) years prior to the date of the bid opening. DDC may request a Contractor to update its Questionnaire at any time or to provide more detailed information. The Contractor will provide the requested information within 15 days.

The following criteria will be used by DDC in reviewing the Contractor's responsibility, which will be based on the information provided on the questionnaire:

Criteria 1: OSHA Injury and Illness Rates (I&IR) are no greater than the average for the industry (based on the most current Bureau of Labor Statistics data for the Contractors SIC code); and

Criteria 2: Insurance workers compensation Experience Modification Rate (EMR) equal to or less than 1.0; and

Criteria 3: Any willful violations issued by OSHA or NYC DOB within the last three (3) years; and

Criteria 4: A fatality (worker or member of public) and injuries, requiring OSHA notification, experienced on or near Contractor's worksite within the last three (3) years; and

Criteria 5: Past safety performance on DDC projects (accidents; status of site safety plan submittals; etc.)

Criteria 6: OSHA violation history for the last three (3) years;

Criteria 7: Contractor will provide OSHA Injury and Illness Records (currently OSHA 300 and 300A Logs) for the last three (3) years.

If the Contractor fails to meet the basic criteria listed above, the Office of Construction Safety may request, through the ACCO, more details concerning the Contractor's safety experience. DDC may request the Contractor to provide copies of, among other things, accident investigation reports, OSHA records, OSHA and NYC DOB citations, EPA citations and written corrective action plan.

VI. SITE SAFETY PLAN

Within thirty (30) days from the Award Date or as otherwise directed, the Contractor will submit the Site Safety Plan. The Site Safety Plan will identify project work scope, safety hazards associated with the project tasks, and include specific safety procedures and training appropriate and necessary to complete the work. The Site Safety Plan is subject to review and acceptance by the Office of Construction Safety prior to the commencement of work at the site. Due to the project work scope and project duration, the Office of Construction Safety may grant a conditional acceptance for a Site Safety Plan without all sections being complete. In a case of a "Conditional Acceptance" of a Site Safety Plan,

the Contractor will provide the remaining sections previously incomplete and/or not submitted for review and acceptance by the Office of Construction Safety prior to the commencement of the construction activities. The Office of Construction Safety reserves the right to withdraw the initial "Conditional Acceptance" if the Contractor fails to provide the remaining sections of a Site Safety Plan. Failure by the Contractor to submit an acceptable Site Safety Plan will be grounds for default.

Site Safety Plan requirements: The Site Safety Plan will be a written document and will apply to all project specific Contractor and subcontractor operations, and will have at a minimum, the following elements with each described in a separate section (It may be necessary to modify the basic format for certain unique or high-risk projects, such as tunnels or high-rise construction). All Site Safety Plan sections will be numbered in the order listed below. For sections, which are not applicable for the type of the work being performed by the Contractor on DDC project, the Contractor will in writing indicate "Not applicable based on the project work scope." The Site Safety Plan will include Contractor's name, DDC project ID, project location (s), and development and revision dates. The Site Safety Plan will include the sections, attachments, and appendixes provided in the Site Safety Plan. All pages of the Site Safety Plan will be numbered. If requested by the Office of Construction Safety, the Site Safety Plan must be developed and submitted for approval using a web-based system, the Site Safety Plan Application (SSP App).

1. Project Work Scope – Detailed information regarding work tasks that will be performed by Contractor and subcontractors under the project.
2. Responsibility and Organization – Contractor's organization chart with responsible personnel for the project, including titles, names, contact information, roles, and responsibilities. All Contractor's personnel required by the DDC Safety Requirements will be identified.
3. Safety Training and Education – OSHA 10 Hours training, requirements for daily safety briefings and weekly safety meetings, any work task specific training, responsible staff for implementation of training program for the project.
4. Job Hazard Analysis (JHA) – Project specific Job Hazard Analysis including work tasks, identified hazards, hazard control methods (administrative, engineering, PPE) to protect workers, property and general public, Contractor's name, project id, location, name and signature of a certifying person, hazard assessment date.
5. Protection of Public – Project specific procedures covering safety of the general public during all project construction activities.
6. Hazard Corrective Actions - Procedures for hazard identification, including responsible person(s), frequency of safety inspections, implementation of corrective actions, safety inspection checklist.
7. Accident/Exposure Investigation – Project specific procedures for accident/incident/near miss investigation and implementation of corrective actions. Accident/incident/near miss notification procedure of DDC project staff (timer frame and responsible personnel).
8. Recording and Reporting Injuries – Procedures to meet 29 CFR 1904 requirements.
9. First Aid and Medical Attention – Responsible staff, location and inspection of First Aid kit, directions to local hospitals; emergency telephone numbers.
10. Project Specific Fire Protection and Prevention Program – Project specific procedures, including responsible staff, fire alarm system/methods, hot work procedures, etc.
11. Housekeeping Procedure.
12. Project Specific Illumination Procedure.
13. Project Specific Sanitation Procedure.
14. Personal Protective Equipment (PPE), including Respiratory Protection Program and Hearing Conservation Program, if required.
15. Hazard Communication Program – Contractor's Hazard Communication Program, responsible staff; training; SDS records, project specific list of chemicals; location of the program and SDS records.
16. Means of Egress – Information regarding free and unobstructed egress from all parts of the building or structure; exit marking; maintenance of means of egress, etc.
17. Employee Emergency Action Plan – Project specific: responsible staff, emergency alarm system/devices, evacuation procedure, procedure to account for employees after evacuation, etc.
18. Evacuation Plan – Project specific evacuation plan (drawing/scheme) with exists and evacuation routes.
19. Ionizing/Nonionizing Radiation – Competent person, license and qualification requirements, type of radiation, employee's exposure and protection, safety procedures, etc.

20. Material Handling, Storage, Use and Disposal – Project specific information regarding material storage, disposal, and handling: procedures, plan/drawings, etc.
21. Signs, Signals, and Barricades – Use of danger/warning signs, safety instruction signs, sidewalk closure and pedestrian fencing and barricades (if not included in the MPT plan), etc.
22. Tools – Hand and Power – Safety procedures for the type of tools to be used.
23. Scaffold – Project specific scaffold types, procedures, training requirements, scaffold drawings, designed, sealed, and signed by NYS Licensed Professional Engineer, or as otherwise directed; competent person, criteria for project specific scaffold, falling object protection, procedures for aerial lifts/scissor lifts.
24. Welding and Cutting – Project specific procedure for welding and cutting, including all necessary safety requirements such as fire prevention, personal protective equipment, hot work permits (if not covered by Contractor's Fire Prevention and Protection program, FDNY certificate requirements).
25. Electrical Safety – Project specific procedures, including lock out-tag out.
26. Fall Protection – Project specific information regarding selected fall protection systems, fall protection plan, responsible staff.
27. Cranes, Derrick, Hoists, Elevators, Conveyors – project specific equipment information including type, rated load capacity, manufacture specification requirements, competent person, exposure to falling load, inspection, recordkeeping, clearance requirements, communication procedure, ground lines, permits.
28. Excavation Safety – Competent person; excavation procedures; project specific protective system, including drawings, designed, sealed, and signed by NYS Licensed Professional Engineer, or as otherwise directed.
29. Protection of Underground Facilities and Utilities Procedure, including responsible staff and responsibilities.
30. Concrete and Masonry Construction Procedures
31. Maintenance and Protection of Traffic Plan – Project specific MPT plan, designed, sealed, and signed by NYS Licensed Professional Engineer, or as otherwise directed; flagmen training, public safety, etc.
32. Steel Erection – Site specific erection plan, requirements for applicable written notifications, competent person, fall protection plan, training requirements, etc.
33. Demolition – Engineering survey, including written evidence, disconnection of all effected utilities, identification of all hazardous chemicals, materials, gases, etc., floor openings, chutes, inspection and maintenance of all stairs/passageways, removal of materials/debris/structural elements, lock out/tag out, competent person.
34. Blasting and the Use of Explosives – Project specific safety procedures, warning signs, training/qualification, transportation, storage and use of explosives, inspection.
35. Stairways and Ladders – Types of stairs and ladders, safety procedures, training requirements.
36. Alcohol and Drug Abuse Policy
37. Rodents and Vermin Controls
38. Toxic and Hazardous Substances – Safety procedures for substances that Contractor's and subcontractor's employees can be exposed on project.
39. Noise Mitigation Plan – Completed project specific Noise Mitigation Plan, and noise mitigation procedures.
40. Confined Space Program – Project specific Confined Space Program, responsible staff, training records, equipment information, rescue procedure, list of project specific confined spaces, forms.
41. Construction Vehicles/Heavy Equipment – Type of construction vehicles/heavy equipment to be used on site, procedures
42. Dust Mitigation Plan – Completed project specific Dust Mitigation Plan, and dust mitigation procedures.
43. Working Over and Near Water. Diving Operations – safety procedures including personal protective equipment, fall protection, rescue services, etc.

The most critical component of the Site Safety Plan is the Job Hazard Analysis (JHA) section. The JHA form is a written document prepared by the Contractor. The Contractor will conduct a site and task assessment to identify the tasks and any potential safety or environmental hazards related to performance of the work, eliminate or implement controls for the potential hazards, and identify proper personal protective equipment for the task. The JHA will be communicated to all Contractor/subcontractor personnel on site. The JHA will include safety hazard identification and controls to protect employees, general public, and property.

The initial JHA will be included in the Contractor's Site Safety Plan and the current JHA form will be available at the construction site for reference. A JHA is a living document that will be re-evaluated and revised to address new hazards and tasks that may develop and will be present at the worksite and produced upon request.

VII. KICK-OFF MEETINGS/PRE-CONSTRUCTION AND SAFETY REVIEW

Prior to the start of construction activities on all DDC projects, RE will invite the Office of Construction Safety to the construction kick-off meeting. The Office of Construction Safety representative(s) will participate in this meeting with the Contractor and RE for the purpose of:

A. Reviewing DDC Contract Safety Requirements
B. Reviewing site-specific safety issues based on a project work scope, location, and any other factors which may impact safety of workers and general public.
C. Reviewing the Site Safety Plan and JHA requirements.
D. Reviewing Accident/Incident reporting and investigation procedures.
E. Reviewing designated safety contacts, roles, and responsibilities.
F. Discussing planned inspections and audits of the site by the Office of Construction Safety personnel.

VIII. EVALUATION DURING WORK IN PROGRESS

The Contractor's adherence to these Safety Requirements will be monitored throughout the project. This will be accomplished by the following:

A. Use of a safety checklist by a representative of the Office of Construction Safety (or other designated DDC representative) and the RE during regular inspections and comprehensive audits of the job site. Field Exit Conferences will be held with the RE and Contractor Project Safety Representatives.
B. The RE will continually monitor the safety and environmental performance of the Contractor's employees and work methods. Deficiencies will be brought to the attention of the Contractor's Project Safety Representative on site for immediate correction. The RE will maintain a written record of these deficiencies and have these records available upon request. Any critical deficiencies will be immediately reported to the Office of Construction Safety via telephone (718)391-1911.
C. If the Contractor's safety performance during the project is not up to DDC standards (safety performance measure, accident/incident rate, etc.) the Director – Office of Construction Safety, or his/her designee will meet with the Contractor's Project Safety Representative and other representatives, the RE, and the DDC Environmental Specialist (if environmental issues are involved). The purpose of this meeting is to 1) determine the level of non-compliance; 2) explain and clarify the safety/environmental provisions; 3) agree on a future course of action to correct the deficiencies.
D. If the deficiencies continue, the Commissioner may, without limitation, declare the Contractor in default.
E. The Contractor will within 1 hour inform the RE of all accidents/incidents/near misses including all fatalities, any injuries to employees or members of the general public, and property damage (e.g., structural damage, equipment rollovers, utility damage, loads dropped from crane). The RE will notify the Office of Construction Safety as per DDC's Construction Safety Emergency and Accident Notification and Response Procedure and will maintain a record of all Contractor accidents/incidents for the project.
F. The Contractor and the RE will notify the Office of Construction Safety within two (2) hours of the start of any NYS-DOL/ NYC-COSH/ OSHA/ EPA inspections.

IX. SAFETY PERFORMANCE EVALUATION

The Contractor's safety record, including accident/incident history and DDC safety inspection results, will be considered as part of the Contractor's performance evaluation at the conclusion of the project. Poor safety performance during the course of the project will be a reason to rate a Contractor unsatisfactory which may be reflected in the City's PASSPort system and will be considered for future procurement actions as set forth in the City's Procurement Policy Board Rules.

NOTICE TO BIDDERS

Please be advised that the following Riders to the March 2017 New York City Standard Construction Contract have been attached and incorporated in this Invitation for Bid:

- Rider regarding Non-Compensable Delays and Grounds for Extension;
- Rider regarding NYC Earned Safe and Sick Time Act.

Other than provisions specifically delineated in the Riders, all other terms of the March 2017 New York City Standard Construction Contract continue to apply in full force and effect.

RIDER TO NEW YORK CITY STANDARD CONSTRUCTION CONTRACT (MARCH 2017) REGARDING NON-COMPENSABLE DELAYS AND GROUNDS FOR EXTENSION

The following provisions supersede the corresponding provisions in the March 2017 version of the New York City Standard Construction Contract:

1. Section **11.5.1** provides as follows:

   11.5.1 The acts or omissions of public or government bodies (other than **City** agencies) or of any third parties who are disclosed in the **Contract Documents,** or those third parties who are ordinarily encountered or who are generally recognized as related to the **Work**, including but not limited to, **Other Contractors**, utilities or private enterprises;

2. Section **11.5.6** provides as follows:

   11.5.6 Climatic conditions, storms, floods, droughts, tidal waves, fires, hurricanes, earthquakes, landslides or other catastrophes or acts of God; acts of war or of the public enemy or terrorist acts; disruption, outage or power failure caused by a utility's inability or failure to provide service, pandemics, epidemics, outbreaks of infectious disease or any other public health emergency; other states of emergency declared by the City, State or Federal government , quarantine restrictions, and freight embargoes; including the **City's** reasonable responses to any of the above; and

3. Section **13.3** provides as follows:

   13.3 Grounds for Extension: If such application is made, the **Contractor** shall be entitled to an extension of time for delay in completion of the **Work** caused solely:

   13.3.1 By any of the acts or omissions of the **City**, its officials, agents or employees set forth in Articles **11.4.1.1** through **11.4.1.9**; or

   13.3.2 By or attributable to any of the items set forth in Articles **11.5.1** through **11.5.7**.

   13.3.3 The **Contractor** shall, however, be entitled to an extension of time for such causes only for the number of **Days** of delay which the **ACCO** or the Board may determine to be due solely to such causes, and then only if the **Contractor** shall have strictly complied with all of the requirements of Articles 9 and 10.

NYC EARNED SAFE AND SICK TIME ACT CONTRACT RIDER

(To supersede Section 4.06 of the January 2018 Appendix A and Section 35.5 of the March 2017 Standard Construction Contract and to be attached to other City contracts and solicitations)

A. *Introduction and General Provisions.*

1. The Earned Safe and Sick Time Act ("ESSTA"), codified at Title 20, Chapter 8 of the New York City Administrative Code, also known as the "Paid Safe and Sick Leave Law," requires covered employees (as defined in Admin. Code § 20-912) in New York City ("City") to be provided with paid safe and sick time. Contractors of the City or of other governmental entities may be required to provide safe and sick time pursuant to the ESSTA. The ESSTA is enforced by the City's Department of Consumer and Worker Protection ("DCWP"), which has promulgated 6 RCNY §§ 7-101 and 201 *et seq*. ("DCWP Rules").

2. The Contractor agrees to comply in all respects with the ESSTA and the DCWP Rules, and as amended, if applicable, in the performance of this agreement. The Contractor further acknowledges that such compliance is a material term of this agreement and that failure to comply with the ESSTA in performance of this agreement may result in its termination.

3. The Contractor must notify (with a copy to DCWP at ComplianceMonitoring@dcwp.nyc.gov) the Agency Chief Contracting Officer of the City Agency or other entity with whom it is contracting in writing within 10 days of receipt of a complaint (whether oral or written) or notice of investigation regarding the ESSTA involving the performance of this agreement. Additionally, the Contractor must cooperate with DCWP's guidance and must comply with DCWP's subpoenas, requests for information, and other document demands as set forth in the ESSTA and the DCWP Rules. More information is available at https://www1.nyc.gov/site/dca/about/paid-sick-leave-what-employers-need-to-know.page.

4. Upon conclusion of a DCWP investigation, Contractor will receive a findings letter detailing any employee relief and civil penalties owed. Pursuant to the findings, Contractor will have the opportunity to settle any violations and cure the breach of this agreement caused by failure to comply with the ESSTA either i) without a trial by entering into a consent order or ii) appearing before an impartial judge at the City's administrative tribunal. In addition to and notwithstanding any other rights and remedies available to the City, non-payment of relief and penalties owed pursuant to a consent order or final adjudication within 30 days of such consent order or final adjudication may result in the termination of this agreement without further opportunity to settle or cure the violations.

5. The ESSTA is briefly summarized below for the convenience of the Contractor. The Contractor is advised to review the ESSTA and the DCWP Rules in their entirety. The Contractor may go to www.nyc.gov/PaidSickLeave for resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which the Contractor can get more information about how to comply with the ESSTA and the DCWP Rules. The Contractor acknowledges that it is responsible for compliance with the ESSTA and the DCWP Rules notwithstanding any inconsistent language contained herein.

B. *Pursuant to the ESSTA and DCWP Rules: Applicability, Accrual, and Use.*

1. An employee who works within the City must be provided paid safe and sick time.[1] Employers with one hundred or more employees are required to provide 56 hours of safe and sick time for an employee each calendar year. Employers with fewer than one hundred employees are required to provide 40 hours of sick leave each calendar year. Employers must provide a minimum of one hour of safe and sick time for every 30 hours worked by an employee and compensation for such safe and sick time must be provided at the greater of the employee's regular hourly rate or the minimum wage at the time the paid safe or sick time is taken. Employers are not discouraged or prohibited from providing more generous safe and sick time policies than what the ESSTA requires.

2. Employees have the right to determine how much safe and sick time they will use, provided that an employer may set a reasonable minimum increment for the use of safe and sick time not to exceed four hours per day. For the use of safe time or sick time beyond the set minimum increment, an employer may set fixed periods of up to thirty minutes beyond the minimum increment. In addition, an employee may carry over up to 40 or 56 hours of unused safe and sick time to the following calendar year, provided that no employer is required to carry over unused paid safe and sick time if the employee is paid for such unused safe and sick time and the employer provides the employee with at least the legally required amount of paid safe and sick time for such employee for the immediately subsequent calendar year on the first day of such calendar year.

3. An employee entitled to safe and sick time pursuant to the ESSTA may use safe and sick time for any of the following:

a. 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;

b. such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild, or grandparent, the child or parent of an employee's spouse or domestic partner, any other individual related by blood to the employee, and any other individual whose close association with the employee is the equivalent of a family relationship) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;

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[1] Pursuant to the ESSTA, if fewer than five employees work for the same employer, and the employer had a net income of less than one million dollars during the previous tax year, such employer has the option of providing such employees uncompensated safe and sick time.

c. closure of such employee's place of business by order of a public official due to a public health emergency;

d. such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency; or

e. when the employee or a family member has been the victim of a family offense matter, sexual offense, stalking, or human trafficking:

1. to obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program for relief from a family offense matter, sexual offense, stalking, or human trafficking;
2. to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members from future family offense matters, sexual offenses, stalking, or human trafficking;
3. to meet with a civil attorney or other social service provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding, including but not limited to, matters related to a family offense matter, sexual offense, stalking, human trafficking, custody, visitation, matrimonial issues, orders of protection, immigration, housing, discrimination in employment, housing or consumer credit;
4. to file a complaint or domestic incident report with law enforcement;
5. to meet with a district attorney's office;
6. to enroll children in a new school; or
7. to take other actions necessary to maintain, improve, or restore the physical, psychological, or economic, health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.

4. An employer must not require an employee, as a condition of taking safe and sick time, to search for a replacement. However, where the employee's need for safe and sick time is foreseeable, an employer may require an employee to provide reasonable notice of the need to use safe and sick time. For an absence of more than three consecutive work days, an employer may require reasonable documentation that the use of safe and sick time was needed for a reason listed in Admin. Code § 20-914; and/or written confirmation that an employee used safe and sick time pursuant to the ESSTA. However, an employer may not require documentation specifying the nature of a medical condition, require disclosure of the details of a medical condition, or require disclosure of the details of a family offense matter, sexual offense, stalking, or human trafficking, as a condition of providing safe and sick time. Health information and information concerning family offenses, sexual offenses, stalking or human trafficking obtained solely due to an

employee's use of safe and sick time pursuant to the ESSTA must be treated by the employer as confidential. An employer must reimburse an employee for all reasonable costs or expenses incurred in obtaining such documentation for the employer.

5. An employer must provide to all employees a written policy explaining its method of calculating sick time, policies regarding the use of safe and sick time (including any permissible discretionary conditions on use), and policies regarding carry-over of unused time at the end of the year, among other topics. It must provide the policy to employees 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 safe and sick time to an employee because of non-compliance with such a policy.

6. An employer must provide a pay statement or other form of written documentation that informs the employee of the amount of safe/sick time accrued and used during the relevant pay period and the total balance of the employee's accrued safe/sick time available for use.

7. Safe and 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 safe and sick time was used.

C. *Exemptions and Exceptions*. Notwithstanding the above, the ESSTA does not apply to any of the following:

1. an independent contractor who does not meet the definition of employee under N.Y. Labor Law § 190(2);

2. an employee covered by a valid collective bargaining agreement, if the provisions of the ESSTA are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the ESSTA for such employee;

3. 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 their own schedule, has the ability to reject or accept any assignment referred to them, and is paid an average hourly wage that is at least four times the federal minimum wage;

4. an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;

5. 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

6. a participant in a Work Experience Program (WEP) under N.Y. Social Services Law § 336-c.

D. *Retaliation Prohibited.* An employer shall not take any adverse action against an employee that penalizes the employee for, or is reasonably likely to deter the employee from or interfere with the employee exercising or attempting in good faith to exercise any right provided by the ESSTA. In addition, an employer shall not interfere with any investigation, proceeding, or hearing pursuant to the ESSTA.

E. *Notice of Rights.*

1. An employer must provide its employees with written notice of their rights pursuant to the ESSTA. Such notice must be in English and the primary language spoken by an employee, provided that DCWP has made available a translation into such language. Downloadable notices are available on DCWP's website at https://www1.nyc.gov/site/dca/about/Paid-Safe-Sick-Leave-Notice-of-Employee-Rights.page. The notice must be provided to the employees by a method that reasonably ensures personal receipt by the employee.

2. Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed $50.00 for each employee who was not given appropriate notice.

F. *Records*. An employer must retain records documenting its compliance with the ESSTA for a period of at least three years, and must allow DCWP to access such records in furtherance of an investigation related to an alleged violation of the ESSTA.

G. *Enforcement and Penalties.*

1. Upon receiving a complaint alleging a violation of the ESSTA, DCWP must investigate such complaint. DCWP may also open an investigation to determine compliance with the ESSTA on its own initiative. Upon notification of a complaint or an investigation by DCWP, the employer must provide DCWP with a written response and any such other information as DCWP may request. If DCWP believes that a violation of the ESSTA has occurred, it has the right to issue a notice of violation to the employer .

2. DCWP has the power to grant an employee or former employee all appropriate relief as set forth in Admin. Code § 20-924(d). Such relief may include, but is not limited to, treble damages for the wages that should have been paid; statutory damages for unlawful retaliation; and damages, including statutory damages, full compensation for wages and benefits lost, and reinstatement, for unlawful discharge. In addition, DCWP may impose on an employer found to have violated the ESSTA civil penalties not to exceed $500.00 for a first violation, $750.00 for a second violation within two years of the first violation, and $1,000.00 for each succeeding violation within two years of the previous violation. When an employer has a policy or practice of not providing or refusing to allow the use of safe and sick time to its employees, DCWP may seek penalties and relief on a per employee basis.

3. Pursuant to Admin. Code § 20-924.2, (a) where reasonable cause exists to believe that an employer is engaged in a pattern or practice of violations of the ESSTA, the Corporation Counsel may commence a civil action on behalf of the City in a court of competent jurisdiction by filing a complaint setting forth facts relating to such pattern or practice and requesting relief, which may include injunctive relief, civil penalties and any other appropriate relief. Nothing in § 20-924.2 prohibits DCWP from exercising its authority under section 20-924 or the Charter, provided that a civil action pursuant to § 20-924.2 shall not have previously been commenced.

H. *More Generous Polices and Other Legal Requirements.* Nothing in the ESSTA is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous safe and 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 safe and sick time. The ESSTA provides minimum requirements pertaining to safe and 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 safe and sick leave or time, whether paid or unpaid, or that extends other protections to employees. The ESSTA 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

STANDARD CONSTRUCTION CONTRACT

March 2017

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CITY OF NEW YORK STANDARD CONSTRUCTION CONTRACT

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WITNESSETH:

The parties, in consideration of the mutual agreements contained herein, agree as follows:

CHAPTER I: THE CONTRACT AND DEFINITIONS

ARTICLE 1. THE CONTRACT

1.1 Except for titles, subtitles, 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 maybe specifically excluded, shall be deemed to be part of this **Contract**:

1.1.1 All provisions required by law to be inserted in this **Contract**, whether actuallyinserted or not;

1.1.2 The Contract Drawings and Specifications;

1.1.3 The General Conditions and Special Conditions, if any;

1.1.4 The **Contract**;

1.1.5 The Information for Bidders; Request for Proposals; Notice of Solicitation andProposal For Bids; Bid or Proposal, and, if used, the Bid Booklet;

1.1.6 All Addenda issued prior to the receipt of the bids; the Notice of Award; Performance and Payment Bonds, if required; and the Notice to Proceed or the Order to Work.

1.2 Should any conflict occur in or between the Drawings and Specifications, the **Contractor** shall be deemed to have estimated the most expensive way of doing the **Work**, unless the **Contractor** shall have asked for and obtained a decision in writing from the **Commissioner** of the **Agency** that is entering into this **Contract**, before the submission of its bid, as to what shall govern.

ARTICLE 2. DEFINITIONS

2.1 The following words and expressions, or pronouns used in their stead, shall, wherever they appear in this Contract, be construed as follows, unless a different meaning is clear from the context:

2.1.1 **"Addendum"** or **"Addenda"** shall mean the additional Contract provisions and/or technical clarifications issued in writing by the Commissioner prior to the receipt of bids.

2.1.2 **"Agency"** shall mean a city, county, borough or other office, position, department, division, bureau, 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.

2.1.3 **"Agency Chief Contracting Officer" (ACCO)** shall mean a person delegated authority by the Commissioner to organize and supervise the procurement activity of subordinate Agency staff in conjunction with the CCPO, or his/her duly authorized representative.

2.1.4 **"Allowance"** shall mean a sum of money which the Agency may include in the total amount of the Contract for such specific contingencies as the Agency believes may be necessary to complete the Work, *e.g.*, lead or asbestos remediation, and for which the Contractor will be paid on the basis of stipulated unit prices or a formula set forth in the Contract or negotiated between the parties provided, however, that if the Contractor is not directed to use the Allowance, the Contractor shall have no right to such money and it shall be deducted from the total amount of the Contract.

2.1.5 **"City"** shall mean the City of New York.

2.1.6 **"City Chief Procurement Officer" (CCPO)** shall mean a person delegated authority by the Mayor to coordinate and oversee the procurement activity of Mayoral agency staff, including the ACCO and any offices which have oversight responsibility for the procurement of construction, or his/her duly authorized representative.

2.1.7 **"Commissioner"** shall mean the head of the Agency that has entered into this Contract, or his/her duly authorized representative.

2.1.8 **"Comptroller"** shall mean the Comptroller of the City of New York.

2.1.9 **"Contract"** or **"Contract Documents"** shall mean each of the various parts of the contract referred to in Article 1 hereof, both as a whole and severally.

2.1.10 **"Contract Drawings"** shall mean only those drawings specifically entitled as such and listed in the Specifications or in any Addendum, or any drawings furnished by the Commissioner, pertaining or supplemental thereto.

2.1.11 **"Contract Work"** shall mean everything required to be furnished and done by the Contractor by any one or more of the parts of the Contract referred to in Article 1, except Extra Work as hereinafter defined.

2.1.12 **"Contractor"** shall mean the entity which executed this Contract, whether a corporation, firm, partnership, joint venture, individual, or any combination thereof, and its, their, his/her successors, personal representatives, executors, administrators, and assigns, and any person, firm, partnership, joint venture, individual, or corporation which shall at any time be substituted in the place of the Contractor under this Contract.

2.1.13 **"Days"** shall mean calendar days, except where otherwise specified.

2.1.14 **"Engineer"** or **"Architect"** or **"Project Manager"** shall mean the person so designated in writing by the Commissioner in the Notice to Proceed or the Order to Work to act as such in relation to this Contract, including a private Architect or Engineer or Project Manager, as the case may be. Subject to written approval by the Commissioner, the Engineer, Architect or Project Manager may designate an authorized representative.

2.1.15 **"Engineering Audit Officer" (EAO)** shall mean the person so designated by the Commissioner to perform responsible auditing functions hereunder.

2.1.16 **"Extra Work"** shall mean Work other than that required by the Contract at the time of award which is authorized by the Commissioner pursuant to Chapter VI of this Contract.

2.1.17 **"Federal-Aid Contract"** shall mean a contract in which the United States (federal) Government provides financial funding as so designated in the Information for Bidders.

2.1.18 **"Final Acceptance"** shall mean final written acceptance of all the Work by the Commissioner, a copy of which shall be sent to the Contractor.

2.1.19 **"Final Approved Punch List"** shall mean a list, approved pursuant to Article 14.2.2, specifying those items of Work to be completed by the Contractor after Substantial Completion and dates for the completion of each item of Work.

2.1.20 **"Law"** or **"Laws"** shall mean the Constitution of the State of New York, the New York City Charter, the New York City Administrative Code, a statute of the United States or of the State of New York, a local law of the City of New York, any ordinance, rule or regulation having the force of law, or common law.

2.1.21 **"Materialman"** shall mean any corporation, firm, partnership, joint venture, or individual, other than employees of the Contractor, who or which contracts with the Contractor or any Subcontractor, to fabricate or deliver, or who actually fabricates or delivers, plant, materials or equipment to be incorporated in the Work.

2.1.22 **"Means and Methods of Construction"** shall mean the labor, materials, temporary structures, tools, plant, and construction equipment, and the manner and time of their use, necessary to accomplish the result intended by this Contract.

2.1.23**"Notice to Proceed" or "Order to Work"** shall mean the written notice issued bythe Commissioner specifying the time for commencement of the Work and the Engineer, Architect or Project Manager.

2.1.24 **"Other Contractor(s)"** shall mean any contractor (other than the entity which executed this Contract or its Subcontractors) who or which has a contract with the City for work on or adjacent to the building or Site of the Work.

2.1.25 **"Payroll Taxes"** shall mean State Unemployment Insurance (SUI), Federal Unemployment Insurance (FUI), and payments pursuant to the Federal Insurance Contributions Act (FICA).

2.1.26 **"Project"** shall mean the public improvement to which this Contract relates.

2.1.27 **"Procurement Policy Board" (PPB)** shall mean the Agency of the City of New York whose function is to establish comprehensive and consistent procurement policies and rules which shall have broad application throughout the City.

2.1.28 **"Required Quantity"** in a unit price Contract shall mean the actual quantity of any item of Work or materials which is required to be performed or furnished in order to comply with the Contract.

2.1.29 **"Resident Engineer"** shall mean the representative of the Commissioner duly designated by the Commissioner to be his/her representative at the site of the Work.

2.1.30 **"Site"** shall mean the area upon or in which the Contractor's operations are carried on, and such other areas adjacent thereto as may be designated as such by the Engineer.

2.1.31 **"Small Tools"** shall mean items that are ordinarily required for a worker's job

function, including but not limited to, equipment that ordinarily has no licensing, insurance or substantive storage costs associated with it; such as circular and chain saws, impactdrills, threaders, benders, wrenches, socket tools, etc.

2.1.32 **"Specifications"** shall mean all of the directions, requirements, and standards of performance applying to the Work as hereinafter detailed and designated under the Specifications.

2.1.33 **"Subcontractor"** shall mean any person, firm or corporation, other than employees of the Contractor, who or which contracts with the Contractor or with its subcontractors to furnish, or actually furnishes labor, or labor and materials, or labor and equipment, or superintendence, supervision and/or management at the Site. Wherever the word Subcontractor appears, it shall also mean sub-Subcontractor.

2.1.34 **"Substantial Completion"** shall mean the written determination by the Engineer that the Work required under this Contract is substantially, but not entirely, complete and the approval of the **Final Approved Punch List**.

2.1.35 **"Work"** shall mean all services required to complete the Project in accordance with the Contract Documents, including without limitation, labor, material, superintendence, management, administration, equipment, and incidentals, and obtaining any and all permits, certifications and licenses as may be necessary and required to complete the Work, and shall include both Contract Work and Extra Work.

CHAPTER II: THE WORK AND ITS PERFORMANCE

ARTICLE 3. CHARACTER OF THE WORK

3.1 Unless otherwise expressly provided in the **Contract Drawings**, **Specifications,** and **Addenda**, the **Work** shall be performed in accordance with the best modern practice, utilizing, unless otherwise specified in writing, new and unused materials of standard first grade quality and workmanship anddesign of the highest quality, to the satisfaction of the **Commissioner**.

ARTICLE 4. MEANS AND METHODS OF CONSTRUCTION

4.1 Unless otherwise expressly provided in the **Contract Drawings**, **Specifications,** and **Addenda**, the **Means and Methods of Construction** shall be such as the **Contractor** may choose; subject, however, to the **Engineer's** right to reject the **Means and Methods of Construction** proposed by the **Contractor** which in the opinion of the **Engineer**:

4.1.1 Will constitute or create a hazard to the **Work**, or to persons or property; or

4.1.2 Will not produce finished **Work** in accordance with the terms of the **Contract**; or

4.1.3 Will be detrimental to the overall progress of the **Project**.

4.2 The **Engineer's** approval of the **Contractor's Means and Methods of Construction**, orhis/her failure to exercise his/her right to reject such means or methods, shall not relieve the **Contractor** of its obligation to complete the **Work** as provided in this **Contract**; nor shall the exercise of such rightto reject

create a cause of action for damages.

ARTICLE 5. COMPLIANCE WITH LAWS

5.1 The **Contractor** shall comply with all **Laws** applicable to this **Contract** and to the **Work** to be done hereunder.

5.2 Procurement Policy Board Rules: This **Contract** is subject to the Rules of the **PPB** ("**PPB** Rules") in effect at the time of the bid opening for this **Contract**. In the event of a conflict between the **PPB** Rules and a provision of this **Contract**, the **PPB** Rules shall take precedence.

5.3 Noise Control Code provisions.

5.3.1 In accordance with the provisions of Section 24-216(b) of the Administrative Code of the **City** ("Administrative Code"), Noise Abatement Contract Compliance, devices and activities which will be operated, conducted, constructed or manufactured pursuant to this **Contract** and which are subject to the provisions of the **City** Noise Control Code shall be operated, conducted, constructed, or manufactured without causing a violation of the Administrative Code. Such devices and activities shall incorporate advances in the art of noise control development for the kind and level of noise emitted or produced by such devices and activities, in accordance with regulations issued by the **Commissioner** of the **City** Department of Environmental Protection.

5.3.2 The **Contractor** agrees to comply with Section 24-219 of the Administrative Code and implementing rules codified at 15 Rules of the City of New York ("RCNY") Section 28-100 *et seq*. In accordance with such provisions, the **Contractor**, if the **Contractor** is the responsible party under such regulations, shall prepare and post a Construction Noise Mitigation Plan at each **Site**, in which the **Contractor** shall certify that all construction tools and equipment have been maintained so that they operate at normal manufacturers operating specifications. If the **Contractor** cannot make this certification, it must have in place an Alternative Noise Mitigation Plan approved by the **City** Department of Environmental Protection. In addition, the **Contractor**'s certified Construction Noise Mitigation Plan is subject inspection by the **City** Department of Environmental Protection in accordance with Section 28-101 of Title 15 of RCNY. No **Contract Work** may take place at a **Site** unless there is a Construction Noise Mitigation Plan or approved Alternative Noise Mitigation Plan in place. In addition, the **Contractor** shall create and implement a noise mitigation training program. Failure to comply with these requirements may result in fines and other penalties pursuant to the applicable provisions of the Administrative Code and RCNY.

5.4 Ultra Low Sulfur Diesel Fuel: In accordance with the provisions of Section 24-163.3 of the Administrative Code, the **Contractor** specifically agrees as follows:

5.4.1 Definitions. For purposes of this Article 5.4, the following definitions apply:

5.4.1(a) "Contractor" means any person or entity that enters into a Public Works Contract with a **City Agency**, or any person or entity that enters into an agreement with such person or entity, to perform work or provide labor or services related to such Public Works Contract.

5.4.1(b) "Motor Vehicle" means any self-propelled vehicle designed for transporting

persons or property on a street or highway.

5.4.1(c) "Nonroad Engine" means an internal combustion engine (including the fuel system) that is not used in a Motor Vehicle or a vehicle used solely for competition,or that is not subject to standards promulgated under Section 7411 or Section 7521 of Title 42 of the United States Code, except that this term shall apply to internal combustion engines used to power generators, compressors or similar equipment used in any construction program or project.

5.4.1(d) "Nonroad Vehicle" means a vehicle that is powered by a Nonroad Engine, fifty (50) horsepower and greater, and that is not a Motor Vehicle or a vehicle used solely for competition, which shall include, but not be limited to, excavators, backhoes, cranes, compressors, generators, bulldozers, and similar equipment, except that this term shall not apply to horticultural maintenance vehicles used for landscaping purposes that are powered by a Nonroad Engine of sixty-five (65) horsepower or less and that are not used in any construction program or project.

5.4.1(e) "Public Works Contract" means a contract with a **City Agency** for a construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge; a contract with a **City Agency** for the preparation for any construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge; or a contract with a **City Agency** for any final work involved in the completion of any construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge.

5.4.1(f) "Ultra Low Sulfur Diesel Fuel" means diesel fuel that has a sulfur content of no more than fifteen parts per million (15 ppm).

5.4.2 Ultra Low Sulfur Diesel Fuel

5.4.2(a) All **Contractors** shall use Ultra Low Sulfur Diesel Fuel in diesel-powered Nonroad Vehicles in the performance of this **Contract**.

5.4.2(b) Notwithstanding the requirements of Article 5.4.2(a), **Contractors** may use diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm)to fulfill the requirements of this Article 5.4.2, where the Commissioner of the **City** Department of Environmental Protection ("DEP Commissioner") has issued a determination that a sufficient quantity of Ultra Low Sulfur Diesel Fuel is not available to meet the needs of **Agencies** and **Contractors**. Any such determination shall expire after six (6) months unless renewed.

5.4.2(c) **Contractors** shall not be required to comply with this Article 5.4.2 where the **City Agency** letting this **Contract** makes a written finding, which is approved, in writing, by the DEP Commissioner, that a sufficient quantity of Ultra Low Sulfur Diesel Fuel, or diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm) is not available to meet the requirements of Section 24-163.3 of the Administrative Code, provided that such **Contractor** in its fulfillment of the requirements of this **Contract**, to the extent practicable, shall use whatever quantity of Ultra Low Sulfur Diesel Fuel or diesel fuel that has a sulfur content of no more than thirty parts per

million (30 ppm) is available. Any finding made pursuant to this Article 5.4.2(c) shall expire after sixty (60) **Days**, at which time the requirements of this Article 5.4.2 shall be in full force and effect unless the **City Agency** renews the finding in writing and such renewal is approved by the DEP Commissioner.

5.4.2(d) **Contractors** may check on determinations and approvals issued by the DEP Commissioner pursuant to Section 24-163.3 of the Administrative Code, if any, at www.dep.nyc.gov or by contacting the **City Agency** letting this **Contract**.

5.4.2(e) The requirements of this Article 5.4.2 do not apply where they are precluded by federal or State funding requirements or where the **Contract** is an emergency procurement.

5.4.3 Best Available Technology

5.4.3(a) All **Contractors** shall utilize the best available technology for reducing the emission of pollutants for diesel-powered Nonroad Vehicles in the performance of this **Contract**. For determinations of best available technology for each type of diesel-powered Nonroad Vehicle, **Contractors** shall comply with the regulations of the **City** Department of Environmental Protection, as and when adopted, Chapter 14of Title 15 of the Rules of the City of New York (RCNY). The **Contractor** shall fully document all steps in the best available technology selection process and shall furnish such documentation to the **City Agency** or the DEP Commissioner upon request. The **Contractor** shall retain all documentation generated in the best available technology selection process for as long as the selected best available technology is in use.

5.4.3(b) No **Contractor** shall be required to replace best available technology for reducing the emission of pollutants or other authorized technology utilized for a diesel-powered Nonroad Vehicle in accordance with the provisions of this Article 5.4.3 within three (3) years of having first utilized such technology for such vehicle.

5.4.3(c) This Article 5.4.3 shall not apply to any vehicle used to satisfy the requirements of a specific Public Works Contract for fewer than twenty (20) **Days**.

5.4.3(d) The **Contractor** shall not be required to comply with this Article 5.4.3 with respect to a diesel-powered Nonroad Vehicle under the following circumstances:

5.4.3(d)(i) Where the **City Agency** makes a written finding, which is approved, in writing, by the DEP Commissioner, that the best available technology for reducing the emission of pollutants as required by this Article 5.4.3 is unavailable for such vehicle, the **Contractor** shall use whatever technology for reducing the emission of pollutants, if any, is available and appropriate for such vehicle.

5.4.3(d)(ii) Where the DEP Commissioner has issued a written waiver based upon the Contractor having demonstrated to the DEP Commissioner that the use of the best available technology for reducing the emission of pollutants might endanger the operator of such vehicle or those working near such vehicle, due to engine malfunction, the **Contractor** shall use whatever technology for reducing the emission of pollutants, if any, is available and appropriate for such vehicle, which would not endanger the operator of such vehicle or those working near such vehicle.

5.4.3(d)(iii) In determining which technology to use for the purposes of Articles 5.4.3(d)(i) and 5.4.3(d)(ii) above, the **Contractor** shall primarily consider the reduction in emissions of particulate matter and secondarily consider the reduction in emissions of nitrogen oxides associated with the use of such technology, which shall in no event result in an increase in the emissions of either such pollutant.

5.4.3(d)(iv) The **Contractor** shall submit requests for a finding or a waiver pursuant to this Article 5.4.3(d) in writing to the DEP Commissioner, with a copy to the **ACCO** of the **City Agency** letting this **Contract**. Any finding or waiver made or issued pursuant to Articles 5.4.3(d)(i) and 5.4.3(d)(ii) above shall expire after one hundred eighty (180) **Days**, at which time the requirements of Article 5.4.3(a) shall be in full force and effect unless the **City Agency** renews the finding, in writing, and the DEP Commissioner approves such finding, in writing, or the DEP Commissioner renews the waiver, in writing.

5.4.3(e) The requirements of this Article 5.4.3 do not apply where they are precluded by federal or State funding requirements or where the **Contract** is an emergency procurement.

5.4.4 Section 24-163 of the Administrative Code. The **Contractor** shall comply with Section 24-163 of the Administrative Code related to the idling of the engines of motor vehicles while parking.

5.4.5 Compliance

5.4.5(a) The **Contractor's** compliance with Article 5.4 may be independently monitored. If it is determined that the **Contractor** has failed to comply with any provision of Article 5.4, any costs associated with any independent monitoring incurred by the **City** shall be reimbursed by the **Contractor**.

5.4.5(b) Any **Contractor** who violates any provision of Article 5.4, except as provided in Article 5.4.5(c) below, shall be liable for a civil penalty between the amounts of one thousand ($1,000) and ten thousand ($10,000) dollars, in addition to twice the amount of money saved by such **Contractor** for failure to comply with Article 5.4.

5.4.5(c) No **Contractor** shall make a false claim with respect to the provisions of Article 5.4 to a **City Agency**. Where a **Contractor** has been found to have done so, such **Contractor** shall be liable for a civil penalty of twenty thousand ($20,000) dollars, in addition to twice the amount of money saved by such **Contractor** in association with having made such false claim.

5.4.6 Reporting

5.4.6(a) For all Public Works Contracts covered by this Article 5.4, the **Contractor** shall report to the **City Agency** the following information:

5.4.6(a)(i) The total number of diesel-powered Nonroad Vehicles used to fulfill the requirements of this Public Works Contract;

5.4.6(a)(ii) The number of such Nonroad Vehicles that were powered by Ultra Low Sulfur Diesel Fuel;

5.4.6(a)(iii) The number of such Nonroad Vehicles that utilized the best available technology for reducing the emission of pollutants, including a breakdown by vehicle model and the type of technology;

5.4.6(a)(iv) The number of such Nonroad Vehicles that utilized such other authorized technology in accordance with Article 5.4.3, including a breakdown by vehicle model and the type of technology used for each such vehicle;

5.4.6(a)(v) The locations where such Nonroad Vehicles were used; and

5.4.6(a)(vi) Where a determination is in effect pursuant to Article 5.4.2(b) or 5.4.2(c), detailed information concerning the **Contractor's** efforts to obtain Ultra Low Sulfur Diesel Fuel or diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm).

5.4.6(b) The **Contractor** shall submit the information required by Article 5.4.6(a) at the completion of **Work** under the Public Works Contract and on a yearly basis no later than August 1 throughout the term of the Public Works Contract. The yearly report shall cover **Work** performed during the preceding fiscal year (July 1 - June 30).

5.5 Ultra Low Sulfur Diesel Fuel. In accordance with the Coordinated Construction Act for Lower Manhattan, as amended:

5.5.1 Definitions. For purposes of this Article 5.5, the following definitions apply:

5.5.1(a) "Lower Manhattan" means the area to the south of and within the following lines: a line beginning at a point where the United States pierhead line in the Hudson River as it exists now or may be extended would intersect with the southerly line of West Houston Street in the Borough of Manhattan extended, thence easterly along the southerly side of West Houston Street to the southerly side of Houston Street, thence easterly along the southerly side of Houston Street to the southerly side of East Houston Street, thence northeasterly along the southerly side of East Houston Street to the point where it would intersect with the United States pierhead line in the East River as it exists now or may be extended, including tax lots within or immediately adjacent thereto.

5.5.1(b) "Lower Manhattan Redevelopment Project" means any project in Lower Manhattan that is funded in whole or in part with federal or State funding, or any project intended to improve transportation between Lower Manhattan and the two air terminals in the **City** known as LaGuardia Airport and John F. Kennedy International Airport, or between Lower Manhattan and the air terminal in Newark known as Newark Liberty International Airport, and that is funded in whole or in part with federal funding.

5.5.1(c) "Nonroad Engine" means an internal combustion engine (including the fuel system) that is not used in a Motor Vehicle or a vehicle used solely for competition, or that is not subject to standards promulgated under Section 7411 or Section 7521 of Title 42 of the United States Code, except that this term shall apply to internal combustion engines used to power generators, compressors or similar equipment used in any construction program or project.

5.5.1(d) "Nonroad Vehicle" means a vehicle that is powered by a Nonroad Engine, fifty (50) horsepower (HP) and greater, and that is not a Motor Vehicle or a vehicle used

solely for competition, which shall include, but not be limited to, excavators, backhoes, cranes, compressors, generators, bulldozers, and similar equipment, except that this terms shall not apply to horticultural maintenance vehicles used for landscaping purposes that are powered by a Nonroad Engine of sixty-five (65) HP or less and that are not used in any construction program or project.

5.5.1(e) "Ultra Low Sulfur Diesel Fuel" means diesel fuel that has a sulfur content of no more than fifteen parts per million (15 ppm).

5.5.2 Requirements. **Contractors** and **Subcontractors** are required to use only Ultra Low Sulfur Diesel Fuel to power the diesel-powered Nonroad Vehicles with engine HP rating of fifty (50) HP and above used on a Lower Manhattan Redevelopment Project and, where practicable, to reduce the emission of pollutants by retrofitting such Nonroad Vehicles with oxidation catalysts, particulate filters, or technology that achieves lowest particulate matter emissions.

5.6 Pesticides. In accordance with Section 17-1209 of the Administrative Code, to the extent that the **Contractor** or any **Subcontractor** applies pesticides to any property owned or leased by the **City**, the **Contractor,** and any **Subcontractor** shall comply with Chapter 12 of the Administrative Code.

5.7 Waste Treatment, Storage, and Disposal Facilities and Transporters. In connection withthe **Work**, the **Contractor** and any **Subcontractor** shall use only those waste treatment, storage, and disposal facilities and waste transporters that possess the requisite license, permit or other governmental approval necessary to treat, store, dispose, or transport the waste, materials or hazardous substances.

5.8 Environmentally Preferable Purchasing. The **Contractor** shall ensure that products purchased or leased by the **Contractor** or any **Subcontractor** for the **Work** that are not specified by the **City** or are submitted as equivalents to a product specified by the **City** comply with the requirements of the New York City Environmentally Preferable Purchasing Program contained in Chapter 11 of Title 43 of the RCNY, pursuant to Chapter 3 of Title 6 of the Administrative Code.

ARTICLE 6. INSPECTION

6.1 During the progress of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall at all times afford the representatives of the **City** every reasonable, safe, and proper facility for inspecting all **Work** done or being done at the **Site** and also for inspecting the manufacture or preparation of materials and equipment at the place of such manufacture or preparation.

6.2 The **Contractor's** obligation hereunder shall include the uncovering or taking down of finished **Work** and its restoration thereafter; provided, however, that the order to uncover, take down and restore shall be in writing, and further provided that if **Work** thus exposed proves satisfactory, and if the **Contractor** has complied with Article 6.1, such uncovering or taking down and restoration shall be considered an item of **Extra Work** to be paid for in accordance with the provisions of Article 26. If the **Work** thus exposed proves unsatisfactory, the **City** has no obligation to compensate the **Contractor** for the uncovering, taking down or restoration.

6.3 Inspection and approval by the **Commissioner**, the **Engineer**, **Project Manager**, or **Resident Engineer**, of finished **Work** or of **Work** being performed, or of materials and equipment at the place of manufacture or preparation, shall not relieve the **Contractor** of its obligation to perform the **Work** in strict accordance with the **Contract**. Finished or unfinished **Work** not found to be in strict accordance with the

Contract shall be replaced as directed by the **Engineer**, even though such **Work** may have been previously approved and paid for. Such corrective **Work** is **Contract Work** and shall not be deemed **Extra Work**.

6.4 Rejected **Work** and materials shall be promptly taken down and removed from the **Site**, which must at all times be kept in a reasonably clean and neat condition.

ARTICLE 7. PROTECTION OF WORK AND OF PERSONS AND PROPERTY; NOTICESAND INDEMNIFICATION

7.1 During the performance of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall be under an absolute obligation to protect the finished and unfinished **Work** against any damage, loss, injury, theft and/or vandalism and in the event of such damage, loss, injury, theft and/or vandalism,it shall promptly replace and/or repair such **Work** at the **Contractor's** sole cost and expense, as directed by the **Resident Engineer**. The obligation to deliver finished **Work** in strict accordance with the **Contract** prior to **Final Acceptance** shall be absolute and shall not be affected by the **Resident Engineer's** approval of, or failure to prohibit, the **Means and Methods of Construction** used by the **Contractor**.

7.2 During the performance of the **Work** and up to the date of **Final Acceptance**, 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 **Contract.** The **Contractor's** obligation to protect shall include the duty to provide, place or replace, and adequately maintain at or about the **Site** suitable and sufficient protection such as lights, barricades, and enclosures.

7.3 The **Contractor** shall comply with the notification requirements set forth below in the event of any loss, damage or injury to **Work**, persons or property, or any accidents arising out of the operations of the **Contractor** and/or its **Subcontractors** under this **Contract**.

7.3.1 The **Contractor** shall make a full and complete report in writing to the **Resident Engineer** within three (3) **Days** after the occurrence.

7.3.2 The **Contractor** shall also send written notice of any such event to all insurance carriers that issued potentially responsive policies (including commercial general liability insurance carriers for events relating to the **Contractor**'s own employees) no later than twenty (20) days after such event and again no later than twenty (20) days after the initiation of any claim and/or action resulting therefrom. Such notice shall contain the following information: the number of the insurance policy, the name of the Named Insured, the date and location of the incident, and the identity of the persons injured or property damaged. For any policy on which the **City** and/or the **Engineer**, **Architect**, or **Project Manager** are Additional Insureds, such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Additional Insured, such other AdditionalInsureds, as well as the Named Insured."

7.3.2(a) Whenever such notice is sent under a policy on which the **City** is an Additional Insured, the **Contractor** shall provide copies of the notice to the **Comptroller,** the **Commissioner** and the **City** Corporation Counsel. The copy to the **Comptroller** shall be sent to the Insurance Unit, NYC Comptroller's Office, 1 Centre Street – Room 1222, New York, New York, 10007. The copy to the **Commissioner** shall be sent to the address set forth in Schedule A of the General Conditions. The copy to the **City** Corporation Counsel shall be sent to Insurance Claims Specialist, Affirmative Litigation

Division, New York City Law Department, 100 Church Street, New York, New York 10007.

7.3.2(b) If the **Contractor** fails to provide any of the foregoing notices to anyappropriate insurance carrier(s) in a timely and complete manner, 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**.

7.4 To the fullest extent permitted by law, the **Contractor** shall defend, indemnify, and hold the **City**, its employees, and officials (the "Indemnitees") harmless against any and all claims (including but not limited to claims asserted by any employee of the **Contractor** and/or its **Subcontractors**) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to the operations of the **Contractor** and/or its **Subcontractors** in the performance of this **Contract** or from the **Contractor's** and/or its **Subcontractors'** failure to comply with any of the provisions of this **Contract** or of the **Law**. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Article 7.4 by way of cross-claim, third-party claim, declaratory action or otherwise. The parties expressly agree that the indemnification obligation hereunder contemplates (1) full indemnity in the event of liability imposed against the Indemnitees without negligence and solely by reason of statute, operation of **Law** or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the Indemnitees either causing orcontributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault whether by statute, by operation of **Law**, or otherwise). Where partial indemnity is provided hereunder, all costs and expenses shall be indemnified on a pro rata basis.

7.4.1 Indemnification under Article 7.4 or any other provision of the **Contract** shall operate whether or not **Contractor** or its **Subcontractors** have placed and maintained the insurance specified under Article 22.

7.5 The provisions of this Article 7 shall not be deemed to create any new right of action in favor of third parties against the **Contractor** or the **City**.

CHAPTER III: TIME PROVISIONS

ARTICLE 8. COMMENCEMENT AND PROSECUTION OF THE WORK

8.1 The **Contractor** shall commence the **Work** on the date specified in the **Notice to Proceed** or the **Order to Work**. The time for performance of the **Work** under the **Contract** shall be computed from the date specified in the **Notice to Proceed** or the **Order to Work**. **TIME BEING OF THE ESSENCE** to the **City**, the **Contractor** shall thereafter prosecute the **Work** diligently, using such **Means and Methods of Construction** as are in accord with Article 4 herein and as will assure its completion not later than the date specified in this Contract, or on the date to which the time for completion may be extended.

ARTICLE 9. PROGRESS SCHEDULES

9.1 To enable the **Work** to be performed in an orderly and expeditious manner, the **Contractor**, within fifteen (15) **Days** after the **Notice to Proceed** or **Order to Work**, unless otherwise directed by the **Engineer**, shall submit to the **Engineer** a proposed progress schedule based on the Critical Path Methodin the form of

a bar graph or in such other form as specified by the **Engineer**, and monthly cash flow requirements, showing:

9.1.1 The anticipated time of commencement and completion of each of the variousoperations to be performed under this **Contract**; and

9.1.2 The sequence and interrelation of each of these operations with the others and with those of other related contracts; and

9.1.3 The estimated time required for fabrication or delivery, or both, of all materials and equipment required for the **Work**, including the anticipated time for obtaining required approvals pursuant to Article 10; and

9.1.4 The estimated amount in dollars the **Contractor** will claim on a monthly basis.

9.2 The proposed schedule shall be revised as directed by the **Engineer**, until finally approved by the **Engineer**, and after such approval, subject to the provisions of Article 11, shall be strictly adhered to by the **Contractor**.

9.3 If the **Contractor** shall fail to adhere to the approved progress schedule, or to the schedule as revised pursuant to Article 11, it shall promptly adopt such other or additional **Means and Methods of Construction**, at its sole cost and expense, as will make up for the time lost and will assure completion in accordance with the approved progress schedule. The approval by the **City** of a progress schedule which is shorter than the time allotted under the **Contract** shall not create any liability for the **City** if the approved progress schedule is not met.

9.4 The **Contractor** will not receive any payments until the proposed progress schedule is submitted.

ARTICLE 10. REQUESTS FOR INFORMATION OR APPROVAL

10.1 From time to time as the **Work** progresses and in the sequence indicated by the approved progress schedule, the **Contractor** shall submit to the **Engineer** a specific request in writing for each item of information or approval required by the **Contractor**. These requests shall state the latest date upon which the information or approval is actually required by the **Contractor**, and shall be submitted in a reasonable time in advance thereof to provide the **Engineer** a sufficient time to act upon such submissions, or any necessary re-submissions thereof.

10.2 The **Contractor** shall not have any right to an extension of time on account of delays due to the **Contractor's** failure to submit requests for the required information or the required approval in accordance with the above requirements.

ARTICLE 11. NOTICE OF CONDITIONS CAUSING DELAY AND DOCUMENTATION OF DAMAGES CAUSED BY DELAY

11.1 After the commencement of any condition which is causing or may cause a delay in completion of the **Work**, including conditions for which the **Contractor** may be entitled to an extension of time, the following notifications and submittals are required:

11.1.1 Within fifteen (15) **Days** after the **Contractor** becomes aware or reasonably should be

aware of each such condition, the **Contractor** must notify the **Resident Engineer** or **Engineer**, as directed by the **Commissioner**, in writing of the existence, nature and effect of such condition upon the approved progress schedule and the **Work**, and must state why and in what respects, if any, the condition is causing or may cause a delay. Such notice shall include a description of the construction activities that are or could be affected by the condition and may include any recommendations the **Contractor** may have to address the delay condition and any activities the **Contractor** may take to avoid or minimize the delay.

11.1.2 If the **Contractor** shall claim to be sustaining damages for delay as provided for in this Article 11,within forty-five (45) **Days** from the time such damages are first incurred for each such condition, the **Contractor** shall submit to the **Commissioner** a verified written statement of the details and estimates of the amounts of such damages, including categories of expected damages and projected monthly costs, together with documentary evidence of such damages as the **Contractor** may have at the time of submission ("statement of delay damages"), as further detailed in Article 11.6. The **Contractor** may submit the above statement within such additional time as may be granted by the **Commissioner** in writing upon written request therefor.

11.1.3 Articles 11.1.1 and 11.1.2 do not relieve the **Contractor** of its obligation to comply with the provisions of Article 44.

11.2 Failure of the **Contractor** to strictly comply with the requirements of Article 11.1.1 may, inthe discretion of the **Commissioner**, be deemed sufficient cause to deny any extension of time on account of delay arising out of such condition. Failure of the **Contractor** to strictly comply with the requirements of both Articles 11.1.1 and 11.1.2 shall be deemed a conclusive waiver by the **Contractor** of any and all claims for damages for delay arising from such condition and no right to recover on such claims shall exist.

11.3 When appropriate and directed by the **Engineer**, the progress schedule shall be revised by the **Contractor** until finally approved by the **Engineer**. The revised progress schedule must be strictly adhered to by the **Contractor**.

11.4 Compensable Delays

11.4.1 The **Contractor** agrees to make claim only for additional costs attributable to delayin the performance of this **Contrac**t necessarily extending the time for completion of the **Work** or resulting from acceleration directed by the **Commissioner** and required to maintain the progress schedule, occasioned solely by any act or omission to act of the **City** listed below. The **Contractor** also agrees that delay from any other cause shall be compensated, if at all, solely by an extension of time to complete the performance of the **Work**.

11.4.1.1 The failure of the **City** to take reasonable measures to coordinate and progress the **Work** to the extent required by the **Contract**, except that the City shall not be responsible for the **Contractor's** obligation to coordinate and progress the **Work** of its **Subcontractors**.

11.4.1.2 Unreasonable delays attributable to the review of shop drawings, the issuance of change orders, or the cumulative impact of change orders that were not brought about by any act or omission of the **Contractor**.

11.4.1.3 The unavailability of the **Site** caused by acts or omissions of the **City**..

11.4.1.4 The issuance by the **Engineer** of a stop work order that was not brought about through any act or omission of the **Contractor**.

11.4.1.5 Differing site conditions or environmental hazards that were neitherknown nor reasonably ascertainable on a pre-bid inspection of the **Site**or review

of the bid documents or other publicly available sources, and that are not ordinarily encountered in the **Project**'s geographical area or neighborhood or in the type of **Work** to be performed.

11.4.1.6 Delays caused by the **City's** bad faith or its willful, malicious, or grossly negligent conduct;

11.4.1.7 Delays not contemplated by the parties;

11.4.1.8 Delays so unreasonable that they constitute an intentional abandonment of the **Contract** by the **City**; and

11.4.1.9 Delays resulting from the **City's** breach of a fundamental obligation of the **Contract**.

11.4.2 No claim may be made for any alleged delay in **Substantial Completion** of the **Work** if the **Work** will be or is substantially completed by the date of **Substantial Completion** provided for in Schedule A unless acceleration has been directed by the **Commissioner** to meet the date of **Substantial Completion** set forth in Schedule A, or unless there is a provision in the **Contract** providing for additional compensation for early completion.

11.4.3 The provisions of this Article 11 apply only to claims for additional costs attributable to delay and do not preclude determinations by the **Commissioner** allowing reimbursements for additional costs for **Extra Work** pursuant to Articles 25 and 26 of this **Contract**. To the extent that any cost attributable to delay is reimbursed as part of a change order, no additional claim for compensation under this Article 11 shall be allowed.

11.5 Non-Compensable Delays. The **Contractor** agrees to make no claim for, and is deemed to have included in its bid prices for the various items of the **Contract**, the extra/additional costs attributable to any delays caused by or attributable to the items set forth below. For such items, the **Contractor** shall be compensated, if at all, solely by an extension of time to complete the performance of the **Work**, in accordance with the provisions of Article 13. Such extensions of time will be granted, if at all, pursuant to the grounds set forth in Article 13.3.

11.5.1 The acts or omissions of any third parties, including but not limited to **Other Contractors**, public/ governmental bodies (other than **City Agencies**), utilities or private enterprises, who are disclosed in the **Contract Documents** or are ordinarily encountered or generally recognized as related to the **Work**;

11.5.2 Any situation which was within the contemplation of the parties at the time of entering into the **Contract**, including any delay indicated or disclosed in the **Contract Documents** or that would be generally recognized by a reasonably prudent contractor as related to the nature of the **Work**, and/or the existence of any facility or appurtenance owned, operated or maintained by any third party, as indicated or disclosed in the **Contract Documents** or ordinarily encountered or generally recognized as related to the nature of the **Work**;

11.5.3 Restraining orders, injunctions or judgments issued by a court which were caused by a Contractor's submission, action or inaction or by a Contractor's **Means and Methods of Construction**, or by third parties, unless such order, injunction or judgment was the result of an act or omission by the **City**;

11.5.4 Any labor boycott, strike, picketing, lockout or similar situation;

11.5.5 Any shortages of supplies or materials, or unavailability of equipment, required by the **Contract Work**;

11.5.6 Climatic conditions, storms, floods, droughts, tidal waves, fires, hurricanes, earthquakes, landslides or other catastrophes or acts of God, or acts of war or of the public enemy or terrorist acts, including the **City's** reasonable responses thereto; and

11.5.7 **Extra Work** which does not significantly affect the overall completion of the **Contract**, reasonable delays in the review or issuance of change orders or field orders and/or in shop drawing reviews or approvals.

11.6 Required Content of Submission of Statement of Delay Damages

11.6.1 In the verified written statement of delay damages required by Article 11.1.2, the following information shall be provided by the **Contractor**:

11.6.1.1 For each delay, the start and end dates of the claimed periods of delay and, in addition, a description of the operations that were delayed, an explanation of how they were delayed, and the reasons for the delay, including identifying the applicable act or omission of the City listed in Article 11.4.

11.6.1.2 A detailed factual statement of the claim providing all necessary dates, locations and items of **Work** affected by the claim.

11.6.1.3 The estimated amount of additional compensation sought and a breakdown of that amount into categories as described in Article 11.7.

11.6.1.4 Any additional information requested by the **Commissioner**.

11.7 Recoverable Costs

11.7.1 Delay damages may be recoverable for the following costs actually and necessarily incurred in the performance of the **Work**:

11.7.1.1 Direct labor, including payroll taxes (subject to statutory wage caps) and supplemental benefits, based on time and materials records;

11.7.1.2 Necessary materials (including transportation to the **Site**), based on time and material records;

11.7.1.3 Reasonable rental value of necessary plant and equipment other than small tools, plus fuel/energy costs according to the applicable formula set forth in Articles 26.2.4 and/or 26.2.8, based on time and material records;

11.7.1.4 Additional insurance and bond costs;

11.7.1.5 Extended **Site** overhead, field office rental, salaries of field office staff, on-site project managers and superintendents, field office staff vehicles, **Project-**specific storage, field office utilities and telephone, and field office consumables;

11.7.1.6 Labor escalation costs based on actual costs;

11.7.1.7 Materials and equipment escalation costs based on applicable industry indices unless documentation of actual increased cost is provided;

11.7.1.8 Additional material and equipment storage costs based on actual documented costs and additional costs necessitated by extended manufacturer warranty periods; and

11.7.1.9 Extended home office overhead calculated based on the following formula:

(1) Subtract from the original **Contract** amount the amount earned by original contractual **Substantial Completion** date (not

including change orders);
(2) Remove 15% overhead and profit from the calculation in item (1) by dividing the results of item (1) by 1.15;
(3) Multiply the result of item (2) by 7.25% for the total home office overhead;
(4) Multiply the result of item (3) by 7.25% for the total profit; and
(5) The total extended home office overhead will be the total of items (3) and (4).

11.7.2 Recoverable Subcontractor Costs. When the **Work** is performed by a **Subcontractor**, the **Contractor** may be paid the actual and necessary costs of such subcontracted **Work** as outlined above in Articles 11.7.1.1 through 11.7.1.8, and an additional overhead of 5% of the costs outlined in Articles 11.7.1.1 through 11.7.1.3.

11.7.3 Non-Recoverable Costs. The parties agree that the **City** will have no liability for the following items and the **Contractor** agrees it shall make no claim for the following items:

11.7.3.1 Profit, or loss of anticipated or unanticipated profit, except as provided in Article 11.7.1.9;
11.7.3.2 Consequential damages, including, but not limited to, construction or bridge loans or interest paid on such loans, loss of bonding capacity, bidding opportunities, or interest in investment, or any resulting insolvency;
11.7.3.3 Indirect costs or expenses of any nature except those included in Article 11.7.1;
11.7.3.4 Direct or indirect costs attributable to performance of **Work** where the **Contractor**, because of situations or conditions within its control, hasnot progressed the **Work** in a satisfactory manner; and
11.7.3.5 Attorneys' fees and dispute and claims preparation expenses.

11.8 Any claims for delay under this Article 11 are not subject to the jurisdiction of the Contract Dispute Resolution Board pursuant to the dispute resolution process set forth in Article 27.

11.9 Any compensation provided to the **Contractor** in accordance with this Article 11 will be made pursuant to a claim filed with the **Comptroller**. Nothing in this Article 11 extendsthe time for the **Contractor** to file an action with respect to a claim within six months after **Substantial Completion** pursuant to Article 56.

ARTICLE 12. COORDINATION WITH OTHER CONTRACTORS

12.1 During the progress of the **Work**, **Other Contractors** may be engaged in performing other work or may be awarded other contracts for additional work on this **Project**. In that event, the **Contractor** shall coordinate the **Work** to be done hereunder with the work of such **Other Contractors** and the **Contractor** shall fully cooperate with such **Other Contractors** and carefully fit its own **Work** to that provided under other contracts as may be directed by the **Engineer**. The **Contractor** shall not commit or permit any act which will interfere with the performance of work by any **Other Contractors**.

12.2 If the **Engineer** determines that the **Contractor** is failing to coordinate its **Work** with the work of **Other Contractors** as the **Engineer** has directed, then the **Commissioner** shall have the right to withhold any payments otherwise due hereunder until the **Contractor** completely complies with the **Engineer's** directions.

12.3 The **Contractor** shall notify the **Engineer** in writing if any **Other Contractor** on this **Project** is failing to coordinate its work with the **Work** of this **Contract**. If the **Engineer** finds such charges to be true, the **Engineer** shall promptly issue such directions to the **Other Contractor** with respect thereto as the situation may require. The **City** shall not, however, be liable for any damages suffered by any **Other Contractor's** failure to coordinate its work with the **Work** of this **Contract** or by reason of the **Other Contractor's** failure to promptly comply with the directions so issued by the **Engineer**, or by reason of any **Other Contractor's** default in performance, it being understood that the **City** does not guarantee the responsibility or continued efficiency of any contractor. The **Contractor** agrees to make no claim against the **City** for any damages relating to or arising out of any directions issued by the **Engineer** pursuant to this Article 12 (including but not limited to the failure of any **Other Contractor** to comply or promptly comply with such directions), or the failure of any **Other Contractor** to coordinate its work, or the default in performance of any **Other Contractor**.

12.4 The **Contractor** shall indemnify and hold the **City** harmless from any and all claims or judgments for damages and from costs and expenses to which the **City** may be subjected or which it may suffer or incur by reason of the **Contractor's** failure to comply with the **Engineer's** directions promptly; and the **Comptroller** shall have the right to exercise the powers reserved in Article 23 with respect to any claims which may be made for damages due to the **Contractor's** failure to comply with the **Engineer's** directions promptly. Insofar as the facts and **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 provided by **Law**.

12.5 Should the **Contractor** sustain any damage through any act or omission of any **Other Contractor** having a contract with the **City** for the performance of work upon the **Site** or of work which may be necessary to be performed for the proper prosecution of the **Work** to be performed hereunder, or through any act or omission of a subcontractor of such **Other Contractor**, the **Contractor** shall have no claim against the **City** for such damage, but shall have a right to recover such damage from the **Other**

12.5 **Contractor** under the provision similar to the following provisions which apply to this Contract and have been or will be inserted in the contracts with such Other Contractors:

> 12.5.1 Should any **Other Contractor** having or who shall hereafter have a contract with the **City** for the performance of work upon the **Site** sustain any damage through any act or omission of the **Contractor** hereunder or through any act or omission of any **Subcontractor** of the **Contractor**, the **Contractor** agrees to reimburse such **Other Contractor** for all such damages and to defend at its own expense any action based upon such claim and if any judgment or claim (even if the allegations of the action are without merit) against the **City** shall be allowed the **Contractor** shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith and agrees to indemnify and hold the **City** harmless from all such claims. Insofar as the facts and **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 provided by **Law**.

12.6 The **City's** right to indemnification hereunder shall in no way be diminished, waived or discharged by its recourse to assessment of liquidated damages as provided in Article 15, or by the exercise of any other remedy provided for by **Contract** or by **Law**.

ARTICLE 13. EXTENSION OF TIME FOR PERFORMANCE

13.1 If performance by the **Contractor** is delayed for a reason set forth in Article 13.3, the **Contractor** may be allowed a reasonable extension of time in conformance with this Article 13 and the **PPB**

Rules.

13.2 Any extension of time may be granted only by the **ACCO** or by the Board for the Extension of Time (hereafter "Board") (as set forth below) upon written application by the **Contractor**.

13.3 Grounds for Extension: If such application is made, the **Contractor** shall be entitled to an extension of time for delay in completion of the **Work** caused solely:

13.3.1 By the acts or omissions of the **City**, its officials, agents or employees; or

13.3.2 By the act or omissions of **Other Contractors** on this **Project**; or

13.3.3 By supervening conditions entirely beyond the control of either party hereto (such as, but not limited to, acts of God or the public enemy, excessive inclement weather, war or other national emergency making performance temporarily impossible or illegal, or strikes or labor disputes not brought about by any act or omission of the **Contractor**).

13.3.4 The **Contractor** shall, however, be entitled to an extension of time for such causes only for the number of **Days** of delay which the **ACCO** or the Board may determine to be due solely to such causes, and then only if the **Contractor** shall have strictly complied with all of the requirements of Articles 9 and 10.

13.4 The **Contractor** shall not be entitled to receive a separate extension of time for each of several causes of delay operating concurrently, but, if at all, only for the actual period of delay in completion of the **Work** as determined by the **ACCO** or the Board, irrespective of the number of causes contributing to produce such delay. If one of several causes of delay operating concurrently results from any act, fault or omission of the **Contractor** or of its **Subcontractors** or **Materialmen**, and would of itself (irrespective of the concurrent causes) have delayed the **Work**, no extension of time will be allowed for the period ofdelay resulting from such act, fault or omission.

13.5 The determination made by the **ACCO** or the Board on an application for an extension of time shall be binding and conclusive on the **Contractor**.

13.6 The **ACCO** or the Board acting entirely within their discretion may grant an application for an extension of time for causes of delay other than those herein referred.

13.7 Permitting the **Contractor** to continue with the **Work** after the time fixed for its completion has expired, or after the time to which such completion may have been extended has expired, or the making of any payment to the **Contractor** after such time, shall in no way operate as a waiver on the part of the **City** of any of its rights under this **Contract**.

13.8 Application for Extension of Time:

13.8.1 Before the **Contractor's** time extension request will be considered, the **Contractor** shall notify the **ACCO** of the condition which allegedly has caused or is causing the delay, and shall submit a written application to the **ACCO** identifying:

13.8.1(a) The **Contractor**; the registration number; and **Project** description;

13.8.1(b) Liquidated damage assessment rate, as specified in the **Contract**;

13.8.1(c) Original total bid price;

13.8.1(d) The original **Contract** start date and completion date;

13.8.1(e) Any previous time extensions granted (number and duration); and

13.8.1(f) The extension of time requested.

13.8.2 In addition, the application for extension of time shall set forth in detail:

13.8.2(a) The nature of each alleged cause of delay in completing the **Work**;

13.8.2(b) The date upon which each such cause of delay began and ended and the number of **Days** attributable to each such cause;

13.8.2(c) A statement that the **Contractor** waives all claims except for those delineated in the application, and the particulars of any claims which the **Contractor** does not agree to waive. For time extensions for **Substantial Completion** and final completion payments, the application shall include a detailed statement of the dollar amounts of each element of claim item reserved; and

13.8.2(d) A statement indicating the **Contractor's** understanding that the time extension is granted only for purposes of permitting continuation of **Contract** performance and payment for **Work** performed and that the **City** retains its right to conduct an investigation and assess liquidated damages as appropriate in the future.

13.9 Analysis and Approval of Time Extensions:

13.9.1 For time extensions for partial payments, a written determination shall be made by the **ACCO** who may, for good and sufficient cause, extend the time for the performance of the **Contract** as follows:

13.9.1(a) If the **Work** is to be completed within six (6) months, the time for performance may be extended for sixty (60) **Days**;

13.9.1(b) If the **Work** is to be completed within less than one (1) year but more than six (6) months, an extension of ninety (90) **Days** may be granted;

13.9.1(c) If the **Contract** period exceeds one (1) year, besides the extension granted in Article 13.9.1(b), an additional thirty (30) **Days** may be granted for each multipleof six (6) months involved beyond the one (1) year period; or

13.9.1(d) If exceptional circumstances exist, the **ACCO** may extend the time for performance beyond the extensions in Articles 13.9.1(a), 13.9.1(b), and 13.9.1(c). In that event, the **ACCO** shall file with the Mayor's Office of Contract Services a written explanation of the exceptional circumstances.

13.9.2 For extensions of time for **Substantial Completion** and final completion payments, the **Engineer**, in consultation with the **ACCO**, shall prepare a written analysis of the delay (including a preliminary determination of the causes of delay, the beginning and end dates for each such cause of delay, and whether the delays are excusable under the terms of this **Contract**). The report shall be subject to review by and approval of the Board, which shall have authority to question its analysis and determinations and request additional facts or documentation. The report as reviewed and made final by the Board shall be made a part of the **Agency** contract file. Neither the report itself nor anything contained therein shall operate as a

waiver or release of any claim the **City** may have against the **Contractor** for either actual or liquidated damages.

13.9.3 Approval Mechanism for Time Extensions for **Substantial Completion** or Final Completion Payments: An extension shall be granted only with the approval of the Board which is comprised of the **ACCO** of the **Agency**, the **City** Corporation Counsel, and the **Comptroller**, or their authorized representatives.

13.9.4 Neither the granting of any application for an extension of time to the **Contractor** or any **Other Contractor** on this **Project** nor the papers, records or reports related to any application for or grant of an extension of time or determination related thereto shall be referred to or offered in evidence by the **Contractor** or its attorneys in any action or proceeding.

13.10 No Damage for Delay: The **Contractor** 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, except as provided for in Article 11.

ARTICLE 14. COMPLETION AND FINAL ACCEPTANCE OF THE WORK

14.1 Date for **Substantial Completion**: The **Contractor** shall substantially complete the **Work** within the time fixed in Schedule A of the General Conditions, or within the time to which such **Substantial Completion** may be extended.

14.2 Determining the Date of **Substantial Completion**: The **Work** will be deemed to be substantially complete when the two conditions set forth below have been met.

14.2.1 Inspection: The **Engineer** or **Resident Engineer**, as applicable, has inspected the **Work** and has made a written determination that it is substantially complete.

14.2.2 Approval of **Final Approved Punch List** and Date for **Final Acceptance**: Following inspection of the **Work**, the **Engineer/Resident Engineer** shall furnish the **Contractor** with a final punch list, specifying all items of **Work** to be completed and proposing dates for the completion of each specified item of **Work**. The **Contractor** shall then submit in writing to the **Engineer/Resident Engineer** within ten (10) **Days** of the **Engineer/Resident Engineer** furnishing the final punch list either acceptance of the dates or proposed alternative dates for the completion of each specified item of **Work**. If the **Contractor** neither accepts the dates nor proposes alternative dates within ten (10) **Days**, the schedule proposed by the **Engineer/Resident Engineer** shall be deemed accepted. If the **Contractor** proposes alternative dates, then, within a reasonable time after receipt, the **Engineer/Resident Engineer**, in a written notification to the **Contractor**, shall approve the **Contractor's** completion dates or, if they are unable to agree, the **Engineer/Resident Engineer** shall establish dates for the completion of each item of **Work**. The latest completion date specified shall be the date for **Final Acceptance** of the **Work**.

14.3 Date of **Substantial Completion**. The date of approval of the **Final Approved Punch List**, shall be the date of **Substantial Completion**. The date of approval of the **Final Approved Punch List** shall be either (a) if the **Contractor** approves the final punch list and proposed dates for completion furnished by the **Engineer/Resident Engineer**, the date of the **Contractor**'s approval; or (b) if the **Contractor** neither accepts the dates nor proposes alternative dates, ten (10) **Days** after the **Engineer/Resident Engineer** furnishes the **Contractor** with a final punch list and proposed dates for completion; or (c) if the **Contractor** proposes alternative dates, the date that the **Engineer/Resident Engineer** sends written notification to the

Contractor either approving the **Contractor**'s proposed alternative dates or establishing dates for the completion for each item of **Work**.

14.4 Determining the Date of **Final Acceptance**: The **Work** will be accepted as final and complete as of the date of the **Engineer**'s/**Resident Engineer**'s inspection if, upon such inspection, the **Engineer/Resident Engineer** finds that all items on the **Final Approved Punch List** are complete andno further **Work** remains to be done. The **Commissioner** will then issue a written determination of **Final Acceptance**.

14.5 Request for Inspection: Inspection of the **Work** by the **Engineer/Resident Engineer** for the purpose of **Substantial Completion** or **Final Acceptance** shall be made within fourteen (14) **Days** after receipt of the **Contractor's** written request therefor.

14.6 Request for Re-inspection: If upon inspection for the purpose of **Substantial Completion** or **Final Acceptance**, the **Engineer/Resident Engineer** determines that there are items of **Work** still to be performed, the **Contractor** shall promptly perform them and then request a re-inspection. If upon re-inspection, the **Engineer/Resident Engineer** determines that the **Work** is substantially complete or finally accepted, the date of such re-inspection shall be the date of **Substantial Completion** or **Final Acceptance**. Re-inspection by the **Engineer/Resident Engineer** shall be made within ten (10) **Days** after receipt of the **Contractor's** written request therefor.

14.7 Initiation of Inspection by the **Engineer/Resident Engineer**: If the **Contractor** does not request inspection or re-inspection of the **Work** for the purpose of **Substantial Completion** or **Final Acceptance**, the **Engineer/Resident Engineer** may initiate such inspection or re-inspection.

ARTICLE 15. LIQUIDATED DAMAGES

15.1 In the event the **Contractor** fails to substantially complete the **Work** within the time fixed for such **Substantial Completion** in Schedule A of the General Conditions, plus authorized time extensions, or if the **Contractor**, in the sole determination of the **Commissioner**, has abandoned the **Work**, the **Contractor** shall pay to the **City** the sum fixed in Schedule A of the General Conditions, for each and every **Day** that the time consumed in substantially completing the **Work** exceeds the time allowed therefor; which said sum, in view of the difficulty of accurately ascertaining the loss which the **City** will suffer by reason of delay in the **Substantial Completion** of the **Work** hereunder, is hereby fixed and agreed as the liquidated damages that the **City** will suffer by reason of such delay, and not as a penalty. This Article 15 shall also apply to the **Contractor** whether or not the **Contractor** is defaulted pursuant to Chapter X of this **Contract**. Neither the failure to assess liquidated damages nor the granting of any time extension shall operate as a waiver or release of any claim the **City** may have against the **Contractor** for either actual or liquidated damages.

15.2 Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the **City's** right to indemnification, or the **Contractor's** obligation to indemnify the **City**, or to any other remedy provided for in this **Contract** or by **Law**.

15.3 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 liquidated damages suffered by the **City**, the **Contractor** shall be liable to pay the difference.

ARTICLE 16. OCCUPATION OR USE PRIOR TO COMPLETION

16.1 Unless otherwise provided for in the **Specifications**, the **Commissioner** may take over, use, occupy or operate any part of the **Work** at any time prior to **Final Acceptance**, upon written notification to the **Contractor**. The **Engineer** or **Resident Engineer**, as applicable, shall inspect the part of the**Work** to be taken over, used, occupied, or operated, and will furnish the **Contractor** with a written statement of the **Work**, if any, which remains to be performed on such part. The **Contractor** shall not object to, nor interfere with, the **Commissioner's** decision to exercise the rights granted by Article 16. In the event the **Commissioner** takes over, uses, occupies, or operates any part of the **Work:**

16.1.1 the **Engineer/Resident Engineer** shall issue a written determination of **Substantial Completion** with respect to such part of the **Work**;

16.1.2 the **Contractor** shall be relieved of its absolute obligation to protect such part of the unfinished **Work** in accordance with Article 7;

16.1.3 the **Contractor's** guarantee on such part of the **Work** shall begin on the date of such use by the **City**; and;

16.1.4 the **Contractor** shall be entitled to a return of so much of the amount retained in accordance with Article 21 as it relates to such part of the **Work**, except so much thereof as may be retained under Articles 24 and 44.

CHAPTER IV: SUBCONTRACTS AND ASSIGNMENTS

ARTICLE 17. SUBCONTRACTS

17.1 The **Contractor** shall not make subcontracts totaling an amount more than the percentage of the total **Contract** price fixed in Schedule A of the General Conditions, without prior written permission from the **Commissioner**. All subcontracts made by the **Contractor** shall be in writing. No **Work** may be performed by a **Subcontractor** prior to the **Contractor** entering into a written subcontract with the **Subcontractor** and complying with the provisions of this Article 17.

17.2 Before making any subcontracts, the **Contractor** shall submit a written statement to the **Commissioner** giving the name and address of the proposed **Subcontractor**; the portion of the **Work** and materials which it is to perform and furnish; the cost of the subcontract; the VENDEX questionnaire if required; the proposed subcontract if requested by the **Commissioner**; and any other information tending to prove that the proposed **Subcontractor** has the necessary facilities, skill, integrity, past experience, and financial resources to perform the **Work** in accordance with the terms and conditions of this **Contract**.

17.3 In addition to the requirements in Article 17.2, **Contractor** is required to list the **Subcontractor** in the web based Subcontractor Reporting System through the City's Payee Information Portal (PIP), available at www.nyc.gov/pip.[1]For each **Subcontractor** listed, **Contractor** is required to provide the following information: maximum contract value, description of **Subcontractor's** Work, start and end date of the subcontract and identification of the **Subcontractor**'s industry. Thereafter, **Contractor** will be required to report in the system the payments made to each **Subcontractor** within 30 days of making the

[1] In order to use the new system, a PIP account will be required. Detailed instructions on creating a PIP account and using the new system are also available at www.nyc.gov/pip. Additional assistance with PIP may be obtained by emailing the Financial Information Services Agency Help Desk at pip@fisa.nyc.gov.

payment. If any of the required information changes throughout the Term of the **Contract**, **Contractor** will be required to revise the information in the system.

Failure of the **Contractor** to list a **Subcontractor** and/or to report **Subcontractor** payments in a timely fashion may result in the **Commissioner** declaring the **Contractor** in default of the **Contract** and will subject **Contractor** to liquidated damages in the amount of $100 per day for each day that the **Contractor** fails to identify a **Subcontractor** along with the required information about the **Subcontractor** and/or fails to report payments to a **Subcontractor**, beyond the time frames set forth herein or in the notice from the **City**. Article 15 shall govern the issue of liquidated damages.

17.4 If an approved **Subcontractor** elects to subcontract any portion of its subcontract, the proposed sub-subcontract shall be submitted in the same manner as directed above.

17.5 The **Commissioner** will notify the **Contractor** in writing whether the proposed **Subcontractor** is approved. If the proposed **Subcontractor** is not approved, the **Contractor** may submit another proposed **Subcontractor** unless the **Contractor** decides to do the **Work**. No **Subcontractor** shall be permitted to enter or perform any work on the **Site** unless approved.

17.6 Before entering into any subcontract hereunder, the **Contractor** shall provide the proposed **Subcontractor** with a complete copy of this document and inform the proposed **Subcontractor** fully and completely of all provisions and requirements of this **Contract** relating either directly or indirectly to the **Work** to be performed and the materials to be furnished under such subcontract, and every such **Subcontractor** shall expressly stipulate that all labor performed and materials furnished by the **Subcontractor** shall strictly comply with the requirements of this **Contract.**

17.7 Documents given to a prospective **Subcontractor** for the purpose of soliciting the **Subcontractor's** bid shall include either a copy of the bid cover or a separate information sheet setting forth the **Project** name, the **Contract** number (if available), the **Agency** (as noted in Article 2.1.6), and the **Project's** location.

17.8 The **Commissioner's** approval of a **Subcontractor** shall not relieve the **Contractor** of any of its responsibilities, duties, and liabilities hereunder. The **Contractor** shall be solely responsible to the **City** for the acts or defaults of its **Subcontractor** and of such **Subcontractor's** officers, agents, and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the **Contractor** to the extent of its subcontract.

17.9 If the **Subcontractor** fails to maintain the necessary facilities, skill, integrity, past experience, and financial resources (other than due to the **Contractor's** failure to make payments where required) to perform the **Work** in accordance with the terms and conditions of this **Contract**, the **Contractor** shall promptly notify the **Commissioner** and replace such **Subcontractor** with a newly approved **Subcontractor** in accordance with this Article 17.

17.10 The **Contractor** shall be responsible for ensuring that all **Subcontractors** performing **Work** at the **Site** maintain all insurance required by **Law**.

17.11 The **Contractor** shall promptly, upon request, file with the **Engineer** a conformed copy of the subcontract and its cost. The subcontract shall provide the following:

17.11.1 Payment to **Subcontractors**: The agreement between the **Contractor** and its **Subcontractor** shall contain the same terms and conditions as to method of payment for **Work**, labor, and materials, and as to retained percentages, as are contained in this **Contract**.

17.11.2 Prevailing Rate of Wages: The agreement between the **Contractor** and its **Subcontractor** shall include the prevailing wage rates and supplemental benefits to be paid in accordance with Labor Law Section 220.

17.11.3 Section 6-123 of the Administrative Code: Pursuant to the requirements of Section 6-123 of the Administrative Code, every agreement between the **Contractor** and a **Subcontractor** in excess of fifty thousand ($50,000) dollars shall include a provision that the **Subcontractor** shall not engage in any unlawful discriminatory practice as defined in Title VIII of the Administrative Code (Section 8-101 *et seq*.).

17.11.4 All requirements required pursuant to federal and/or state grant agreement(s), if applicable to the **Work**.

17.12 The **Commissioner** may deduct from the amounts certified under this **Contract** to be due to the **Contractor**, the sum or sums due and owing from the **Contractor** to the **Subcontractors** according to the terms of the said subcontracts, and in case of dispute between the **Contractor** and its **Subcontractor**, or **Subcontractors**, as to the amount due and owing, the **Commissioner** may deduct and withhold from the amounts certified under this **Contract** to be due to the **Contractor** such sum or sums as may be claimed by such **Subcontractor**, or **Subcontractors**, in a sworn affidavit, to be due and owing until such time as such claim or claims shall have been finally resolved.

17.13 On contracts where performance bonds and payment bonds are executed, the **Contractor** shall include on each requisition for payment the following data: **Subcontractor's** name, value of the subcontract, total amount previously paid to **Subcontractor** for **Work** previously requisitioned, and the amount, including retainage, to be paid to the **Subcontractor** for **Work** included in the requisition.

17.14 On **Contracts** where performance bonds and payment bonds are not executed, the **Contractor** shall include with each requisition for payment submitted hereunder, a signed statement from each and every **Subcontractor** and/or **Materialman** for whom payment is requested in such requisition. Such signed statement shall be on the letterhead of the **Subcontractor** and/or **Materialman** for whom payment is requested and shall (i) verify that such **Subcontractor** and/or **Materialman** has been paid in full for all **Work** performed and/or material supplied to date, exclusive of any amount retained and any amount included on the current requisition, and (ii) state the total amount of retainage to date, exclusive of any amount retained on the current requisition.

ARTICLE 18. ASSIGNMENTS

18.1 The **Contractor** shall not assign, transfer, convey or otherwise dispose of this **Contract**, or the right to execute it, or the right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise any of the monies due or to become due under this **Contract**, unless the previous written consent of the **Commissioner** shall first be obtained thereto, and 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.

18.2 Such assignment, transfer, conveyance or other disposition of this **Contract** shall not be valid until filed in the office of the **Commissioner** and the **Comptroller**, with the written consent of the **Commissioner** endorsed thereon or attached thereto.

18.3 Failure to obtain the previous written consent of the **Commissioner** to such an assignment,

transfer, conveyance or other disposition, may result in the revocation and annulment of this **Contract**. The **City** shall thereupon be relieved and discharged from any further liability to the **Contractor**, its assignees, transferees or sublessees, who shall forfeit and lose all monies therefor earned under the **Contract**, except so much as may be required to pay the **Contractor's** employees.

18.4 The provisions of this clause 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 of New York.

18.5 This **Contract** may be assigned by the **City** to any corporation, agency or instrumentality having authority to accept such assignment.

CHAPTER V: CONTRACTOR'S SECURITY AND GUARANTEE

ARTICLE 19. SECURITY DEPOSIT

19.1 If performance and payment bonds are required, the **City** shall retain the bid security to ensure that the successful bidder executes the **Contract** and furnishes the required payment and performance security within ten (10) **Days** after notice of the award of the **Contract**. If the successful bidder fails to execute the **Contract** and furnish the required payment and performance security, the **City** shall retain such bid security as set forth in the Information for Bidders. If the successful bidder executes the **Contract** and furnishes the required payment and performance security, the **City** shall return the bid security within a reasonable time after the furnishing of such bonds and execution of the **Contract** by the **City**.

19.2 If performance and payment bonds are not required, the bid security shall be retained by the **City** as security for the **Contractor**'s faithful performance of the **Contract**. If partial payments are provided, the bid security will be returned to the **Contractor** after the sum retained under Article 21 equals the amount of the bid security, subject to other provisions of this **Contract**. If partial payments are not provided, the bid security will be released when final payment is certified by the **City** for payment.

19.3 If the **Contractor** is declared in default under Article 48 prior to the return of the deposit, or if any claim is made such as referred to in Article 23, the amount of such deposit, or so much thereof as the **Comptroller** may deem necessary, may be retained and then applied by the **Comptroller**:

19.3.1 To compensate the **City** for any expense, loss or damage suffered or incurred by reason of or resulting from such default, including the cost of re-letting and liquidated damages; or

19.3.2 To indemnify the **City** against any and all claims.

ARTICLE 20. PAYMENT GUARANTEE

20.1 On **Contracts** where one hundred (100%) percent performance bonds and payment bonds are executed, this Article 20 does not apply.

20.2 In the event the terms of this **Contract** do not require the **Contractor** to provide a payment bond or where the **Contract** does not require a payment bond for one hundred (100%) percent of the **Contract** price, the **City** shall, in accordance with the terms of this Article 20, guarantee payment of all lawful claims for:

20.2.1 Wages and compensation for labor performed and/or services rendered; and

20.2.2 Materials, equipment, and supplies provided, whether incorporated into the **Work** or not, when demands have been filed with the **City** as provided hereinafter by any person, firm, or corporation which furnished labor, material, equipment, supplies, or any combination thereof, in connection with the **Work** performed hereunder (hereinafter referred to as the "beneficiary") at the direction of the **City** or the **Contractor**.

20.3 The provisions of Article 20.2 are subject to the following limitations and conditions:

20.3.1 If the **Contractor** provides a payment bond for a value that is less than one hundred (100%) percent of the value of the **Contract Work**, the payment bond provided by the **Contractor** shall be primary (and non-contributing) to the payment guarantee provided under this Article 20.

20.3.2 The guarantee is made for the benefit of all beneficiaries as defined in Article 20.2 provided that those beneficiaries strictly adhere to the terms and conditions of Article 20.3.4 and 20.3.5.

20.3.3 Nothing in this Article 20 shall prevent a beneficiary providing labor, services or material for the **Work** from suing the **Contractor** for any amounts due and owing the beneficiary by the **Contractor**.

20.3.4 Every person who has furnished labor or material, to the **Contractor** or to a **Subcontractor** of the **Contractor**, in the prosecution of the **Work** and who has not been paid in full therefor before the expiration of a period of ninety (90) **Days** after the date on which the last of the labor was performed or material was furnished by him/her for which the claim is made, shall have the right to sue on this payment guarantee in his/her own name for the amount, or the balance thereof, unpaid at the time of commencement of the action; provided, however, that a person having a direct contractual relationship with a **Subcontractor** of the **Contractor** but no contractual relationship express or implied with the **Contractor** shall not have a right of action upon the guarantee unless he/she shall have given written notice to the **Contractor** within one hundred twenty (120) **Days** from the date on which the last of the labor was performed or the last of the material was furnished, for which his/her claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the material was furnished or for whom the labor was performed. The notice shall be served by delivering the same personally to the **Contractor** or by mailing the same by registered mail, postage prepaid, in an envelope addressed to the **Contractor** at any place where it maintains an office or conducts its business; provided, however, that where such notice is actually received by the **Contractor** by other means,such notice shall be deemed sufficient.

20.3.5 Except as provided in Labor Law Section 220-g, no action on this payment guarantee shall be commenced after the expiration of the one-year limitations period set forth in Section 137(4)(b) of the State Finance Law.

20.3.6 The **Contractor** shall promptly forward to the **City** any notice or demand received pursuant to Article 20.3.4. The **Contractor** shall inform the **City** of any defenses to the notice or demand and shall forward to the **City** any documents the **City** requests concerning the notice or demand.

20.3.7 All demands made against the **City** by a beneficiary of this payment guarantee shall be presented to the **Engineer** along with all written documentation concerning the demand which the **Engineer** deems reasonably appropriate or necessary, which may include, but shall not be

limited to: the subcontract; any invoices presented to the **Contractor** for payment; the notarized statement of the beneficiary that the demand is due and payable, that a request for payment has been made of the **Contractor** and that the demand has not been paid by the **Contractor** within the time allowed for such payment by the subcontract; and copies of any correspondence between the beneficiary and the **Contractor** concerning such demand. The **City** shall notify the **Contractor** that a demand has been made. The **Contractor** shall inform the **City** of any defenses to the demand and shall forward to the **City** any documents the **City** requests concerning the demand.

20.3.8 The **City** shall make payment only if, after considering all defenses presented by the **Contractor**, it determines that the payment is due and owing to the beneficiary making the demand.

20.3.9 No beneficiary shall be entitled to interest from the **City**, or to any other costs, including, but not limited to, attorneys' fees, except to the extent required by State Finance Law Section 137.

20.3.10

20.4 Upon the receipt by the **City** of a demand pursuant to this Article 20, the **City** may withhold from any payment otherwise due and owing to the **Contractor** under this **Contract** an amount sufficient to satisfy the demand.

20.4.1 In the event the **City** determines that the demand is valid, the **City** shall notify the **Contractor** of such determination and the amount thereof and direct the **Contractor** to immediately pay such amount to the beneficiary. In the event the **Contractor**, within seven (7) **Days** of receipt of such notification from the **City**, fails to pay the beneficiary, such failure shall constitute an automatic and irrevocable assignment of payment by the **Contractor** to the beneficiary for the amount of the demand determined by the **City** to be valid. The **Contractor**, without further notification or other process, hereby gives its unconditional consent to such assignment of payment to the beneficiary and authorizes the **City**, on its behalf, to take all necessary actions to implement such assignment of payment, including without limitation the execution of any instrument or documentation necessary to effectuate such assignment.

20.4.2 In the event that the amount otherwise due and owing to the **Contractor** by the **City** is insufficient to satisfy such demand, the **City** may, at its option, require payment from the **Contractor** of an amount sufficient to cover such demand and exercise any other right to require or recover payment which the **City** may have under **Law** or **Contract**.

20.4.3 In the event the **City** determines that the demand is invalid, any amount withheld pending the **City**'s review of such demand shall be paid to the **Contractor**; provided, however, no lien has been filed. In the event a claim or an action has been filed, the terms and conditions set forth in Article 23 shall apply. In the event a lien has been filed, the parties will be governed by the provisions of the Lien Law of the State of New York.

20.5 The provisions of this Article 20 shall not prevent the **City** and the **Contractor** from resolving disputes in accordance with the **PPB** Rules, where applicable.

20.6 In the event the **City** determines that the beneficiary is entitled to payment pursuant to this Article 20, such determination and any defenses and counterclaims raised by the **Contractor** shall be taken into account in evaluating the **Contractor's** performance.

20.7 Nothing in this Article 20 shall relieve the **Contractor** of the obligation to pay the claims of all

persons with valid and lawful claims against the **Contractor** relating to the **Work**.

20.8 The **Contractor** shall not require any performance, payment or other bonds of any **Subcontractor** if this **Contract** does not require such bonds of the **Contractor**.

20.9 The payment guarantee made pursuant to this Article 20 shall be construed in a manner consistent with Section 137 of the State Finance Law and shall afford to persons furnishing labor or materials to the **Contractor** or its **Subcontractors** in the prosecution of the **Work** under this **Contract** all of the rights and remedies afforded to such persons by such section, including but not limited to, the right to commence an action against the **City** on the payment guarantee provided by this Article 20 within the one-year limitations period set forth in Section 137(4)(b).

ARTICLE 21. RETAINED PERCENTAGE

21.1 If this **Contract** requires one hundred (100%) percent performance and payment security, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and retain until the substantial completion of the **Work**, five (5%) percent of the value of **Work** certified for payment in each partial payment voucher.

21.2 If this **Contract** does not require one hundred (100%) percent performance and payment security and if the price for which this **Contract** was awarded does not exceed one million ($1,000,000) dollars, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and retain until the substantial completion of the **Work**, five (5%) percent of the value of **Work** certified for payment in each partial payment voucher.

21.3 If this **Contract** does not require one hundred (100%) percent performance and payment security and if the price for which this **Contract** was awarded exceeds one million ($1,000,000) dollars, then as further security for the faithful performance of this **Contract,** the **Commissioner** shall deduct, and retain until the substantial completion of the **Work**, up to ten (10%) percent of the value of **Work** certified for payment in each partial payment voucher. The percentage to be retained is set forth in Schedule A of the General Conditions.

ARTICLE 22. INSURANCE

22.1 Types of Insurance: The **Contractor** shall procure and maintain the following types of insurance if, and as indicated, in Schedule A of the General Conditions (with the minimum limits and special conditions specified in Schedule A). Such insurance shall be maintained from the date the **Contractor** is required to provide Proof of Insurance pursuant to Article 22.3.1 through the date of completion of all required **Work** (including punch list work as certified in writing by the **Resident Engineer**), except for insurance required pursuant to Article 22.1.4, which may terminate upon **Substantial Completion** of the **Contract**. All insurance shall meet the requirements set forth in this Article 22. Wherever this Article requires that insurance coverage be "at least as broad" as a specified form (including all ISO forms), there is no obligation that the form itself be used, provided that the **Contractor** can demonstrate that the alternative form or endorsement contained in its policy provides coverage at least as broad as the specified form.

22.1.1 Commercial General Liability Insurance: The **Contractor** shall provide Commercial General Liability Insurance covering claims for property damage and/or bodily injury, including death, which may arise from any of the operations under this **Contract**. Coverage under this insurance shall be at least as broad as that provided by the latest edition of Insurance

Services Office ("ISO") Form CG 0001. Such insurance shall be "occurrence" based rather than "claims-made" and include, without limitation, the following types of coverage: premises operations; products and completed operations; contractual liability (including the tort liability of another assumed in a contract); broad form property damage; independent contractors; explosion, collapse and underground (XCU); construction means and methods; and incidental malpractice. Such insurance shall contain a "per project" aggregate limit, as specified in Schedule A, that applies separately to operations under this **Contract**.

22.1.1(a) Such Commercial General Liability Insurance shall name the **City** as an Additional Insured. Coverage for the City shall specifically include the **City's** officials and employees, be at least as broad as the latest edition of ISO Form CG 20 10 and provide completed operations coverage at least as broad as the latest edition of ISO Form CG 20 37.

22.1.1(b) Such Commercial General Liability Insurance shall name all other entities designated as additional insureds in Schedule A but only for claims arising from the **Contractor's** operations under this **Contract**, with coverage at least as broad as the latest edition of ISO Form CG 20 26.

22.1.1(c) If the **Work** requires a permit from the Department of Buildings pursuant to 1 RCNY Section 101-08, the **Contractor** shall provide Commercial General Liability Insurance with limits of at least those required by 1 RCNY section 101-08 or greater limits required by the Agency in accordance with Schedule A. If the **Work** does not require such a permit, the minimum limits shall be those provided for in Schedule A.

22.1.1(d) If any of the **Work** includes repair of a waterborne vessel owned by or to be delivered to the **City**, such Commercial General Liability shall include, or be endorsed to include, Ship Repairer's Legal Liability Coverage to protect against, without limitation, liability arising from navigation of such vessels prior to delivery to and acceptance by the **City**.

22.1.2 Workers' Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance: The **Contractor** shall provide, and shall cause its **Subcontractors** to provide, Workers Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance in accordance with the **Laws** of the State of New York on behalf of all employees providing services under this **Contract** (except for those employees, if any, for which the **Laws** require insurance only pursuant to Article 22.1.3).

22.1.3 United States Longshoremen's and Harbor Workers Act and/or Jones Act Insurance: If specified in Schedule A of the General Conditions or if required by **Law**, the **Contractor** shall provide insurance in accordance with the United States Longshoremen's and Harbor Workers Act and/or the Jones Act, on behalf of all qualifying employees providing services under this **Contract**.

22.1.4 Builders Risk Insurance: If specified in Schedule A of the General Conditions, the **Contractor** shall provide Builders Risk Insurance on a completed value form for the total value of the **Work** through **Substantial Completion** of the **Work** in its entirety. Such insurance shall be provided on an All Risk basis and include coverage, without limitation, for windstorm (including named windstorm), storm surge, flood and earth movement. Unless waived by the **Commissioner**, it shall include coverage for ordinance and law, demolition and increased costs of construction, debris removal, pollutant clean up and removal, and expediting costs. Such insurance shall cover, without limitation, (a) all buildings and/or structures involved in the

Work, as well as temporary structures at the **Site**, and (b) any property that is intended to become a permanent part of such building or structure, whether such property is on the **Site**, in transit or in temporary storage. Policies shall name the **Contractor** as Named Insured and list the **City** as both an Additional Insuredand a Loss Payee as its interest may appear.

22.1.4(a) Policies of such insurance shall specify that, in the event a loss occurs at an occupied facility, occupancy of such facility is permitted without the consent of the issuing insurance company.

22.1.4(b) Such insurance may be provided through an Installation Floater, at the **Contractor's** option, if it otherwise conforms with the requirements of this Article 22.1.4.

22.1.5 Commercial Automobile Liability Insurance: The **Contractor** shall provide Commercial Automobile Liability Insurance for liability arising out of ownership, maintenance or use of any owned (if any), non-owned and hired vehicles to be used in connection with this **Contract**. Coverage shall be at least as broad as the latest edition of ISO Form CA0001. If vehicles are used for transporting hazardous materials, the 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.

22.1.6 Contractors Pollution Liability Insurance: If specified in Schedule A of the General Conditions, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work**to maintain, Contractors Pollution Liability Insurance covering bodily injury and property damage. Such insurance shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants (including asbestos), including any loss, cost or expense incurred as a result of any cleanup of pollutants (including asbestos) or in the investigation, settlement or defense of any claim, action, or proceedings arising from the operations under this **Contract**. Such insurance shall be in the **Contractor's** name and list the **City** as an Additional Insured and any other entity specified in Schedule A. Coverage shall include, without limitation, (a) loss of use of damaged property or of property that has not been physically injured, (b) transportation, and (c) non- owned disposal sites.

22.1.6(a) Coverage for the **City** as Additional Insured shall specifically include the **City's** officials and employees and be at least as broad as provided to the **Contractor** for this **Project**.

22.1.6(b) If such insurance is written on a claims-made policy, such policy shall have a retroactive date on or before the effective date of this **Contract**, and continuous coverage shall be maintained, or an extended discovery period exercised, for a period of not less than three (3) years from the time the **Work** under this **Contract** is completed.

22.1.7 Marine Insurance:

22.1.7(a) Marine Protection and Indemnity Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the**Subcontractor** doing such Work to maintain, Marine Protection and Indemnity Insurance with coverage at least as broad as Form SP-23. The insurance shall provide coverage for the **Contractor** or **Subcontractor** (whichever is doing this **Work**) and for the **City** (together with its officials and employees) and any other entity specified in Schedule A as an Additional Insured for bodily injury and property damage arising from marine operations under this

Contract. Coverage shall include, without limitation, injury or death of crew members (if not fully provided through other insurance), removal of wreck, damage to piers, wharves and other fixed or floating objects and loss of or damage to any other vessel or craft, or to property on such other vessel or craft.

22.1.7(b) Hull and Machinery Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work** to maintain, Hull and Machinery Insurance with coverage for the **Contractor** or **Subcontractor** (whichever is doing this Work) and for the **City** (together with its officials and employees) as Additional Insured at least as broad as the latest edition of American Institute Tug Form for all tugs used under this **Contract** and Collision Liability at least as broad as the latest edition of American Institute Hull Clauses.

22.1.7(c) Marine Pollution Liability Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such Work to maintain, Marine Pollution Liability Insurance covering itself (or the Subcontractor doing such Work) as Named Insured and the **City** (together with its officials and employees) and any other entity specified in Schedule A as an Additional Insured. Coverage shall be at least as broad as that provided by the latest edition of Water Quality Insurance Syndicate Form and include, without limitation, liability arising from the discharge or substantial threat of a discharge of oil, or from the release or threatened release of a hazardous substance including injury to, or economic losses resulting from, the destruction of or damage to real property, personal property or natural resources.

22.1.8 The **Contractor** shall provide such other types of insurance, at such minimum limits and with such conditions, as are specified in Schedule A of the General Conditions.

22.2 General Requirements for Insurance Coverage and Policies:

22.2.1 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** Corporation Counsel.

22.2.2 The **Contractor** shall be solely responsible for the payment of all premiums for all required policies and all deductibles and self-insured retentions to which such policies are subject, whether or not the **City** is an insured under the policy.

22.2.3 In his/her sole discretion, the **Commissioner** may, subject to the approval of the **Comptroller** and the **City** Corporation Counsel, accept Letters of Credit and/or custodial accounts in lieu of required insurance.

22.2.4 The **City's** limits of coverage for all types of insurance required pursuant to Schedule A of the General Conditions shall be the greater of (i) the minimum limits set forth in Schedule A or (ii) the limits provided to the **Contractor** as Named Insured under all primary, excess, and umbrella policies of that type of coverage.

22.2.5 The **Contractor** may satisfy its insurance obligations under this Article 22 through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein.

22.2.6 Policies of insurance provided pursuant to this Article 22 shall be primary and non-contributing to any insurance or self-insurance maintained by the **City**.

22.3 Proof of Insurance:

22.3.1 For all types of insurance required by Article 22.1 and Schedule A, except for insurance required by Articles 22.1.4 and 22.1.7, the **Contractor** shall file proof of insurance in accordance with this Article 22.3 within ten (10) **Days** of award. For insurance provided pursuant to Articles 22.1.4 and 22.1.7, proof shall be filed by a date specified by the **Commissioner** or ten (10) **Days** prior to the commencement of the portion of the **Work** covered by such policy, whichever is earlier.

22.3.2 For Workers' Compensation Insurance provided pursuant to Article 22.1.2, the **Contractor** shall submit one of the following forms: C-105.2 Certificate of Workers' Compensation Insurance; U-26.3 - State Insurance Fund Certificate of Workers' Compensation Insurance; Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the **Commissioner**. For Disability Benefits Insurance provided pursuant to Article 22.1.2, the Contractor shall submit DB-120.1 - Certificate Of Insurance Coverage Under The NYS Disability Benefits Law, Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the **Commissioner**. ACORD forms are not acceptable.

22.3.3 For policies provided pursuant to all of Article 22.1 other than Article 22.1.2, the **Contractor** shall submit one or more Certificates of Insurance on forms acceptable to the **Commissioner**. All such Certificates of Insurance shall certify (a) the issuance and effectiveness of such policies of insurance, each with the specified minimum limits (b) for insurance secured pursuant to Article 22.1.1 that the **City** and any other entity specified in Schedule A is an Additional Insured thereunder; (c) in the event insurance is required pursuant to Article 22.1.6 and/or Article 22.1.7, that the City is an Additional Insured thereunder; (d) the company code issued to the insurance company by the National Association of Insurance Commissioners (the NAIC number); and (e) the number assigned to the **Contract** by the **City**. All such Certificates of Insurance shall be accompanied by either a duly executed "Certification by Insurance Broker or Agent" in the form contained in Part III of Schedule A or copies of all policies referenced in such Certificate of Insurance as certified by an authorized representative of the issuing insurance carrier. 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.

22.3.4 Documentation confirming renewals of insurance shall be submitted to the **Commissioner** prior to the expiration date of coverage of policies required under this **Contract**. Such proofs of insurance shall comply with the requirements of Articles 22.3.2 and 22.3.3.

22.3.5 The **Contractor** shall be obligated to provide the **City** with a copy of any policy of insurance provided pursuant to this Article 22 upon the demand for such policy by the **Commissioner** or the **City** Corporation Counsel.

22.4 Operations of the **Contractor**:

22.4.1 The **Contractor** shall not commence the **Work** unless and until all required certificates have been submitted to and accepted by the **Commissioner**. Acceptance by the

Commissioner of a certificate does not excuse the **Contractor** from securing insurance consistent with all provisions of this Article 22 or of any liability arising from its failure todo so.

22.4.2 The **Contractor** shall be responsible for providing continuous insurance coverage in the manner, form, and limits required by this **Contract** and shall be authorized to perform **Work** only during the effective period of all required coverage.

22.4.3 In the event that any of the required insurance policies lapse, are revoked, suspended or otherwise terminated, for whatever cause, the **Contractor** shall immediately stop all **Work**, and shall not recommence **Work** until authorized in writing to do so by the **Commissioner**. Upon quitting the **Site**, except as otherwise directed by the **Commissioner**, the **Contractor** shall leave all plant, materials, equipment, tools, and supplies on the **Site**. **Contract** time shall continue to run during such periods and no extensions of time will be granted. The **Commissioner** may also declare the **Contractor** in default for failure to maintain required insurance.

22.4.4 In the event the **Contractor** receives notice, from an insurance company or other person, that any insurance policy required under this Article 22 shall be cancelled or terminated (or has been cancelled or terminated) for any reason, the **Contractor** shall immediately forward a copy of such notice to both the **Commissioner** and the New York City Comptroller, attn: Office of Contract Administration, Municipal Building, One Centre Street, room 1005, New York, New York 10007. Notwithstanding the foregoing, the **Contractor** shall ensure that there is no interruption in any of the insurance coverage required under this Article 22.

22.4.5 Where notice of loss, damage, occurrence, accident, claim or suit is required under an insurance policy maintained in accordance with this Article 22, the **Contractor** shall notify in writing all insurance carriers that issued potentially responsive policies of any such event relating to any operations under this **Contract** (including notice to Commercial General Liability insurance carriers for events relating to the **Contractor**'s own employees) no later than 20 days after such event. For any policy where the **City** is an Additional Insured, such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Insured as well as the Named Insured." Such notice shall also 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, and the identity of the persons or things injured, damaged or lost. 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.

22.4.6 In the event of any loss, accident, claim, action, or other event that does or can give rise to a claim under any insurance policy required under this Article 22, the **Contractor** shall at all times fully cooperate with the **City** with regard to such potential or actual claim.

22.5 **Subcontractor** Insurance: In the event the **Contractor** requires any **Subcontractor** to procure insurance with regard to any operations under this **Contract** and requires such **Subcontractor** to name the **Contractor** as an **Additional Insured** thereunder, the **Contractor** shall ensure that the **Subcontractor** name the **City**, including its officials and employees, as an Additional Insured with coverage at least as broad as the most recent edition of ISO Form CG 20 26.

22.6 Wherever reference is made in Article 7 or this Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth in Schedule A of the General Conditions. In the event no address is set forth in Schedule A, such documents

are to be sent to the **Commissioner's** address as provided elsewhere in this **Contract**.

22.7 Apart from damages or losses covered by insurance provided pursuant to Articles 22.1.2, 22.1.3, or 22.1.5, 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 22 (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicableto the operations of the **Contractor** and/or its employees, agents, or **Subcontractors**.

22.8 In the event the **Contractor** utilizes a self-insurance program to satisfy any of the requirements of this Article 22, the **Contractor** shall ensure that any such self-insurance program provides the **City** with all rights that would be provided by traditional insurance under this Article 22, including but not limited to the defense and indemnification obligations that insurers are required to undertake in liability policies.

22.9 Materiality/Non-Waiver: The **Contractor's** failure to secure policies in complete conformity with this Article 22, or to give an insurance company timely notice of any sort required in this **Contract** or to do anything else required by this Article 22 shall constitute a material breach of this **Contract**. Such breach shall not be waived or otherwise excused by any action or inaction by the **City** at any time.

22.10 Pursuant to General Municipal Law Section 108, this **Contract** shall be void and of no effect unless **Contractor** maintains Workers' Compensation Insurance for the term of this **Contract** tothe extent required and in compliance with the New York State Workers' Compensation Law.

22.11 Other Remedies: Insurance coverage provided pursuant to this Article 22 or otherwise shall not relieve the **Contractor** of any liability under this **Contract**, nor shall it preclude the **City** from exercising any rights or taking such other actions available to it under any other provisions of this **Contract** or **Law**.

ARTICLE 23. MONEY RETAINED AGAINST CLAIMS

23.1 If any claim shall be made by any person or entity (including **Other Contractors** with the **City** on this **Project**) against the **City** or against the **Contractor** and the **City** for any of the following:

(a) An alleged loss, damage, injury, theft or vandalism of any of the kinds referred to in Articles 7 and 12, plus the reasonable costs of defending the **City**, which in the opinion of the **Comptroller** may not be paid by an insurance company (for any reason whatsoever);or

(b) An infringement of copyrights, patents or use of patented articles, tools, etc., asreferred to in Article 57; or

(c) Damage claimed to have been caused directly or indirectly by the failure of the **Contractor** to perform the **Work** in strict accordance with this **Contract,**

the amount of such claim, or so much thereof as the **Comptroller** may deem necessary, may be withheld by the **Comptroller**, as security against such claim, from any money due hereunder. The **Comptroller**, in his/her discretion, may permit the **Contractor** to substitute other satisfactory security in lieu of the monies so withheld.

23.2 If an action on such claim is timely commenced and the liability of the **City**, or the **Contractor**,

or both, shall have been established therein by a final judgment of a court of competent jurisdiction, or if such claim shall have been admitted by the **Contractor** to be valid, the **Comptroller** shall pay such judgment or admitted claim out of the monies retained by the **Comptroller** under the provisions of this Article 23, and return the balance, if any, without interest, to the **Contractor**.

ARTICLE 24. MAINTENANCE AND GUARANTY

24.1 The **Contractor** shall promptly repair, replace, restore or rebuild, as the **Commissioner** may determine, any finished **Work** in which defects of materials or workmanship may appear or to which damage may occur because of such defects, during the one (1) year period subsequent to the date of **Substantial Completion** (or use and occupancy in accordance with Article 16), except where other periods of maintenance and guaranty are provided for in Schedule A.

24.2 As security for the faithful performance of its obligations hereunder, the **Contractor**, upon filing its requisition for payment on **Substantial Completion**, shall deposit with the **Commissioner** a sum equal to one (1%) percent of the price (or the amount fixed in Schedule A of the General Conditions) in cash or certified check upon a state or national bank and trust company or a check of such bank and trust company signed by a duly authorized officer thereof and drawn to the order of the **Comptroller**, or obligations of the **City**, which the **Comptroller** may approve as of equal value with the sum so required.

24.3 In lieu of the above, the **Contractor** may make such security payment to the **City** byauthorizing the **Commissioner** in writing to deduct the amount from the **Substantial Completion** payment which shall be deemed the deposit required above.

24.4 If the **Contractor** has faithfully performed all of its obligations hereunder the **Commissioner** shall so certify to the **Comptroller** within five (5) **Days** after the expiration of one (1) year from the date of **Substantial Completion** and acceptance of the **Work** or within thirty (30) **Days** after the expirationof the guarantee period fixed in the **Specifications**. The security payment shall be repaid to the **Contractor** without interest within thirty (30) **Days** after certification by the **Commissioner** to the **Comptroller** that the **Contractor** has faithfully performed all of its obligations hereunder.

24.5 Notice by the **Commissioner** to the **Contractor** to repair, replace, rebuild or restore such defective or damaged **Work** shall be timely, pursuant to this article, if given not later than ten (10) **Days** subsequent to the expiration of the one (1) year period or other periods provided for herein.

24.6 If the **Contractor** shall fail to repair, replace, rebuild or restore such defective or damaged **Work** promptly after receiving such notice, the **Commissioner** shall have the right to have the **Work** done by others in the same manner as provided for in the completion of a defaulted **Contract**, under Article 51.

24.7 If the security payment so deposited is insufficient to cover the cost of such **Work**, the **Contractor** shall be liable to pay such deficiency on demand by the **Commissioner**.

24.8 The **Engineer's** certificate setting forth the fair and reasonable cost of repairing, replacing, rebuilding or restoring any damaged or defective **Work** when performed by one other than the **Contractor**, shall be binding and conclusive upon the **Contractor** as to the amount thereof.

24.9 The **Contractor** shall obtain all manufacturers' warranties and guaranties of all equipment and materials required by this **Contract** in the name of the **City** and shall deliver same to the **Commissioner**. All of the **City's** rights and title and interest in and to said manufacturers' warranties and guaranties may be assigned by the **City** to any subsequent purchasers of such equipment and materials or lessees of the

premises into which the equipment and materials have been installed.

CHAPTER VI: CHANGES, EXTRA WORK, AND DOCUMENTATION OF CLAIM

ARTICLE 25. CHANGES

25.1 Changes may be made to this **Contract** only as duly authorized in writing by the **Commissioner** in accordance with the **Law** and this **Contract**. All such changes, modifications, and amendments will become a part of the **Contract**. **Work** so ordered shall be performed by the **Contractor**.

25.2 **Contract** changes will be made only for **Work** necessary to complete the **Work** included inthe original scope of the **Contract** and/or for non-material changes to the scope of the **Contract**. Changes are not permitted for any material alteration in the scope of **Work** in the **Contract**.

25.3 The **Contractor** shall be entitled to a price adjustment for **Extra Work** performed pursuant toa written change order. Adjustments to price shall be computed in one or more of the following ways:

25.3.1 By applicable unit prices specified in the **Contract**; and/or

25.3.2 By agreement of a fixed price; and/or

25.3.3 By time and material records; and/or

25.3.4 In any other manner approved by the **CCPO**.

25.4 All payments for change orders are subject to pre-audit by the **Engineering Audit Officer** and may be post-audited by the **Comptroller** and/or the **Agency**.

ARTICLE 26. METHODS OF PAYMENT FOR OVERRUNS AND EXTRA WORK

26.1 Overrun of Unit Price Item: An overrun is any quantity of a unit price item which the **Contractor** is directed to provide which is in excess of one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule.

26.1.1 For any unit price item, the **Contractor** will be paid at the unit price bid for any quantity up to one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule. If during the progress of the **Work**, the actual quantity of any unit price item required to complete the **Work** approaches the estimated quantity forthat item, and for any reason it appears that the actual quantity of any unit price item necessary to complete the **Work** will exceed the estimated quantity for that item by twenty- five (25%) percent, the **Contractor** shall immediately notify the **Engineer** of such anticipated overrun. The **Contractor** shall not be compensated for any quantity of a unit price item provided which is in excess of one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule without written authorization from the **Engineer**.

26.1.2 If the actual quantity of any unit price item necessary to complete the **Work** will exceed one hundred twenty five (125%) percent of the estimated quantity for that item set forth in the bid schedule, the **City** reserves the right and the **Contractor** agrees to negotiate a new unit price for such item. In no event shall such negotiated new unit price exceed the unit bid price. If the **City** and **Contractor** cannot agree on a new unit price, then the **City** shall order the **Contractor** and the **Contractor** agrees to provide additional quantities of the item on the

basis of time and material records for the actual and reasonable cost as determined under Article 26.2, but in no event at a unit price exceeding the unit price bid.

26.2 **Extra Work:** For **Extra Work** where payment is by agreement on a fixed price in accordance with Article 25.3.2, the price to be paid for such **Extra Work** shall be based on the fair and reasonable estimated cost of the items set forth below. For **Extra Work** where payment is based on time and material records in accordance with Article 25.3.3, the price to be paid for such **Extra Work** shall be the actual and reasonable cost of the items set forth below, calculated in accordance with the formula specified therein, if any.

26.2.1 Necessary materials (including transportation to the **Site**); plus

26.2.2 Necessary direct labor, including payroll taxes (subject to statutory wage caps) and supplemental benefits; plus

26.2.3 Sales and personal property taxes, if any, required to be paid on materials not incorporated into such **Extra Work**; plus

26.2.4 Reasonable rental value of **Contractor**-owned (or **Subcontractor**-owned, as applicable), necessary plant and equipment other than **Small Tools**, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per operating hour: (.035) x (HP rating) x (Fuel cost/gallon). Reasonable rental value is defined as the lower of either seventy-five percent of the monthly prorated rental rates established in "The AED Green Book, Rental Rates and Specifications for Construction Equipment" published by Equipment Watch (the "Green Book"), or seventy-five percent of the monthly prorated rental rates established in the "Rental Rate Blue Book for Construction Equipment" published by Equipment Watch (the "Blue Book") (the applicable Blue Book rate being for rental only without the addition of any operational costs listed in the Blue Book). The reasonable rental value is deemed to be inclusive of all operating costs except for fuel/energy consumption and equipment operator's wages/costs. For multiple shift utilization, reimbursement shall be calculated as follows: first shift shall be seventy-five (75%) percent of such rental rates; second shift shall be sixty (60%) percent of the first shift rate; and third shift shall be forty (40%) percent of the first shift rate. Equipment on standby shall be reimbursed at one-third (1/3) the prorated monthly rental rate. **Contractor**-owned (or **Subcontractor**-owned, as applicable) equipment includes equipment from rental companies affiliated with or controlled by the **Contractor** (or **Subcontractor**, as applicable)**,** as determined by the **Commissioner**. In establishing cost reimbursement for non-operating **Contractor**-owned (or **Subcontractor**-owned, as applicable) equipment (scaffolding, sheeting systems, road plates, etc.), the **City** may restrict reimbursement to a purchase-salvage/life cycle basis if less than the computed rental costs; plus

26.2.5 Necessary installation and dismantling of such plant and equipment, including transportation to and from the **Site**, if any, provided that, in the case of non-**Contractor**-owned (or non-**Subcontractor**-owned, as applicable) equipment rented from a third party, the cost of installation and dismantling are not allowable if such costs are included in the rental rate; plus

26.2.6 Necessary fees charged by governmental entities; plus

26.2.7 Necessary construction-related service fees charged by non-governmental entities, such as landfill tipping fees; plus

26.2.8 Reasonable rental costs of non-**Contractor**-owned (or non-**Subcontractor**-owned, as applicable) necessary plant and equipment other than **Small Tools**, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per hour of operation: (.035) x (HP rating) x (Fuel cost/gallon). In lieu of renting, the **City** reserves the right to direct the purchase of non-operating equipment (scaffolding, sheeting systems, road plates, etc.), with payment on a purchase-salvage/life cycle basis, if less than the projected rental costs; plus

26.2.9 Workers' Compensation Insurance, and any insurance coverage expressly required by the **City** for the performance of the **Extra Work** which is different than the types of insurance required by Article 22 and Schedule A of the General Conditions. The cost of Workers' Compensation Insurance is subject to applicable payroll limitation caps and shall be based upon the carrier's Manual Rate for such insurance derived from the applicable class Loss Cost ("LC") and carrier's Lost Cost Multiplier ("LCM") approved by the New York State Department of Financial Services, and with the exception of experience rating, rate modifiers as promulgated by the New York Compensation Insurance Rating Board ("NYCIRB"); plus

26.2.10 Additional costs incurred as a result of the **Extra Work** for performance and payment bonds; plus

26.2.11 Twelve percent (12%) percent of the total of items in Articles 26.2.1 through 26.2.5 as compensation for overhead, except that no percentage for overhead will be allowed on **Payroll Taxes** or on the premium portion of overtime pay or on sales and personal property taxes. Overhead shall include without limitation, all costs and expenses in connection with administration, management superintendence, small tools, and insurance required by Schedule A of the General Conditions other than Workers' Compensation Insurance; plus

26.2.12 Ten (10%) percent of the total of items in Articles 26.2.1 through 26.2.5, plus the items in Article 26.2.11, as compensation for profit, except that no percentage for profit will be allowed on **Payroll Taxes** or on the premium portion of overtime pay or on sales and personal property taxes; plus

26.2.13 Five (5%) percent of the total of items in Articles 26.2.6 through 26.2.10 as compensation for overhead and profit.

26.3 Where the **Extra Work** is performed in whole or in part by other than the **Contractor's** own forces pursuant to Article 26.2, the **Contractor** shall be paid, subject to pre-audit by the **Engineering Audit Officer**, the cost of such **Work** computed in accordance with Article 26.2 above, plus an additional allowance of five (5%) percent to cover the **Contractor's** overhead and profit.

26.4 Where a change is ordered, involving both **Extra Work** and omitted or reduced **Contract Work,** the **Contract** price shall be adjusted, subject to pre-audit by the **EAO**, in an amount based on the difference between the cost of such **Extra Work** and of the omitted or reduced **Work**.

26.5 Where the **Contractor** and the **Commissioner** can agree upon a fixed price for **Extra Work** in accordance with Article 25.3.2 or another method of payment for **Extra Work** in accordance with Article 25.3.4, or for **Extra Work** ordered in connection with omitted **Work**, such method, subject to pre-audit by the **EAO**, may, at the option of the **Commissioner**, be substituted for the cost plus a percentage method provided in Article 26.2; provided, however, that if the **Extra Work** is performed by a **Subcontractor**, the **Contractor** shall not be entitled to receive more than an additional allowance of five (5%) percent for overhead and profit over

the cost of such **Subcontractor's Work** as computed in accordance with Article 26.2.

ARTICLE 27. RESOLUTION OF DISPUTES

27.1 All disputes between the **City** and the **Contractor** of the kind delineated in this Article 27.1 that arise under, or by virtue of, this **Contract** shall be finally resolved in accordance with the provisions of this Article 27 and the **PPB** Rules. This procedure for resolving all disputes of the kind delineated herein shall be the exclusive means of resolving any such disputes.

27.1.1 This Article 27 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.

27.1.2 This Article 27 shall apply only to disputes about the scope of **Work** delineated by the **Contract**, the interpretation of **Contract** documents, the amount to be paid for **Extra Work** or disputed work performed in connection with the **Contract**, the conformity of the **Contractor's Work** to the **Contract**, and the acceptability and quality of the **Contractor's Work**; such disputes arise when the **Engineer**, **Resident Engineer**, **Engineering Audit Officer**, or other designee of the **Commissioner** makes a determination with which the **Contractor** disagrees.

27.2 All determinations required by this Article 27 shall be made in writing 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 Article 27 shall be deemed a non-determination without prejudice that will allow application to the next level.

27.3 During such time as any dispute is being presented, heard, and considered pursuant to this Article 27, the **Contract** terms shall remain in force and the **Contractor** shall continue to perform **Work** as directed by the **ACCO** or the **Engineer**. Failure of the **Contractor** to continue **Work** as directed shall constitute a waiver by the **Contractor** of its claim.

27.4 Presentation of Disputes to **Commissioner**.

Notice of Dispute and Agency Response. The **Contractor** shall present its dispute in writing ("Notice of Dispute") to the **Commissioner** 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 **Contract**. 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** inthe dispute was arrived at. Within thirty (30) Days after receipt of the detailed written submission comprising the complete Notice of Dispute, the **Engineer**, **Resident Engineer**, **Engineering Audit Officer**, or other designee of the **Commissioner** shall submit to the **Commissioner** all materials he or she deems pertinent to the dispute. Following initial submissions to the **Commissioner**, 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 **Commissioner** 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.

27.4.1 **Commissioner** Inquiry. The **Commissioner** shall examine the material and may, in his or her discretion, convene an informal conference with the **Contractor**, the **ACCO**, and the **Engineer**, **Resident Engineer**, **Engineering Audit Officer**, or other designee of the **Commissioner** to resolve the issue by mutual consent prior to reaching a determination. The **Commissioner** 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 **Commissioner'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 **Commissioner** participated therein. The **Commissioner** 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 **Contract**, and that **Contractor** shall be bound by the decision of the **Commissioner**. Any **Other Contractor** thus brought into the dispute resolution proceeding shall have the same rights and obligations under this Article 27 as the **Contractor** initiating the dispute.

27.4.2 **Commissioner** 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 **Commissioner** shall make his or her determination and shall deliver or send a copy of such determination to the **Contractor**, the **ACCO,** and **Engineer**, **Resident Engineer**,**Engineering Audit Officer**, or other designee of the **Commissioner**, as applicable, together with a statement concerning how the decision may be appealed.

27.4.3 Finality of **Commissioner's** Decision. The **Commissioner's** decision shall be final and binding on all parties, unless presented to the Contract Dispute Resolution Board pursuant to this Article 27. The **City** may not take a petition to the Contract Dispute Resolution Board. However, should the **Contractor** take such a petition, the **City** may seek, and the Contract Dispute Resolution Board may render, a determination less favorable to the **Contractor** and more favorable to the **City** than the decision of the **Commissioner**.

27.5 Presentation of Dispute to the **Comptroller**. Before any dispute may be brought by the **Contractor** to the Contract Dispute Resolution Board, the **Contractor** must first present its claim to the **Comptroller** for his or her review, investigation, and possible adjustment.

27.5.1 Time, Form, and Content of Notice. Within thirty (30) **Days** of its receipt of a decision by the **Commissioner,** the **Contractor** shall submit to the **Comptroller** and to the **Commissioner** a Notice of Claim regarding its dispute with the **Agency**. The Notice of Claim shall consist of (i) a brief written 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 **Commissioner**; (ii) a copy of the written decision of the **Commissioner**; 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 **Commissioner**, except at the request of the **Comptroller**.

27.5.2 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 **Commissioner** in connection with the dispute. The **Agency** may not present to the **Comptroller** any material not presented to the **Commissioner** except at the request of the **Comptroller**.

27.5.3 **Comptroller** Investigation. The **Comptroller** may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in Sections 7-201 and 7-203 of the Administrative Code. 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**.

27.5.4 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 Article 27.5.3 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 materials. The **Contractor** may not present its petition to the Contract Dispute Resolution Board until the period for investigation and compromise delineated in this Article 27.5.4 has expired. In compromising or adjusting any claim hereunder, the **Comptroller** may not revise or disregard the terms of the **Contract** between the parties.

27.6 Contract Dispute Resolution Board. There shall be a Contract Dispute Resolution Board composed of:

27.6.1 The chief administrative law judge of the Office of Administrative Trials and Hearings (OATH) or his/her designated OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this Article 27 as may be necessary in the execution of the Contract Dispute Resolution Board's functions, including, but not limited to, granting extensions of time to present or respond to submissions;

27.6.2 The **CCPO** or his/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

27.6.3 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 individual 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 represents persons, companies, or organizations having disputes with the **City**.

27.7 Petition to the Contract Dispute Resolution Board. In the event the claim has not been settled or adjusted by the **Comptroller** within the period provided in this Article 27, the **Contractor**, within thirty (30) **Days** thereafter, may petition the Contract Dispute Resolution Board to review the

Commissioner's determination.

27.7.1 Form and Content of Petition by **Contractor**. The **Contractor** shall present its dispute to the Contract Dispute Resolution Board in the form of a petition, which shall include (i) a brief written 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 **Commissioner**; (ii) a copy of the written Decision of the **Commissioner,** (iii) copies of all materials submitted by the **Contractor** to the Agency; (iv) a copy of the written decision of the **Comptroller**, if any, and (v) copies of all correspondence with, or written material submitted by the **Contractor**, to the **Comptroller**. The **Contractor** shall concurrently submit four (4) complete sets of the Petition: one set to the **City** Corporation Counsel (Attn: Commercial and Real Estate Litigation Division) and three (3) sets to the Contract Dispute Resolution Board at OATH's offices with proof of service on the **City** Corporation Counsel. In addition, the **Contractor** shall submit a copy of the written statement of the substance of the dispute, cited in (i) above, to both the **Commissioner** and the **Comptroller**.

27.7.2 **Agency** Response. Within thirty (30) **Days** of its receipt of the Petition by the **City** Corporation Counsel, the **Agency** shall respond to the brief written statement of the **Contractor** and make available to the Contract Dispute Resolution Board all material it submitted to the **Commissioner** and **Comptroller**. Three (3) complete copies of the **Agency** response shall be provided to the Contract Dispute Resolution Board 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 consent of the parties, for an initial period of up to thirty (30) Days.

27.7.3 Further Proceedings. The Contract Dispute Resolution Board shall permit the **Contractor** to present its case by submission of memoranda, briefs, and oral argument. The Contract Dispute Resolution Board 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 **City** 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 Contract Dispute Resolution Board. The Contract Dispute Resolution Board, 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 Contract Dispute Resolution Board, in its discretion, may combine more than one dispute between the parties for concurrent resolution.

27.7.4 Contract Dispute Resolution Board Determination. Within forty-five (45) **Days** of the conclusion of all written submissions and oral arguments, the Contract Dispute Resolution Board shall render a written decision resolving the dispute. In an unusually complex case, the Contract Dispute Resolution Board may render its decision in a longer period, not to exceed ninety (90) **Days**, and shall so advise the parties at the commencement of this period. The Contract Dispute Resolution Board's decision must be consistent with the terms of the **Contract**. Decisions of the Contract Dispute Resolution Board shall only resolve matters before the Contract Dispute Resolution Board and shall not have precedential effect with respect to matters not before the Contract Dispute Resolution Board.

27.7.5 Notification of Contract Dispute Resolution Board Decision. The Contract Dispute Resolution Board shall send a copy of its decision to the **Contractor**, the **ACCO**, the Engineer, the **Comptroller**, the **City** Corporation Counsel, the CCPO, and the **PPB**. 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 Contract Dispute Resolution Board's decision.

27.7.6 Finality of Contract Dispute Resolution Board Decision. The Contract Dispute Resolution Board's decision shall be final and binding on all parties. Any party may seek review of the Contract Dispute Resolution Board's decision solely in the form of a challenge, filed within four (4) months of the date of the Contract Dispute Resolution Board'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 Contract Dispute Resolution Board'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 Contract Dispute Resolution Board in accordance with this Article 27.

27.8 Any termination, cancellation, or alleged breach of the **Contract** prior to or during the pendency of any proceedings pursuant to this Article 27 shall not affect or impair the ability of the **Commissioner** or Contract Dispute Resolution Board to make a binding and final decision pursuant to this Article 27.

ARTICLE 28. RECORD KEEPING FOR EXTRA OR DISPUTED WORK OR WORK ON ATIME & MATERIALS BASIS

28.1 While the **Contractor** or any of its **Subcontractors** is performing **Work** on a time and material basis or **Extra Work** on a time and material basis ordered by the **Commissioner** under Article 25, or where the **Contractor** believes that it or any of its **Subcontractors** is performing **Extra Work** but a final determination by **Agency** has not been made, or the **Contractor** or any of its **Subcontractors** is performing disputed **Work** (whether on or off the **Site**), or complying with a determination or order under protest in accordance with Articles 11, 27, and 30, in each such case the **Contractor** shall furnish the **Resident Engineer** daily with three (3) copies of written statements signed by the **Contractor's** representative at the **Site** showing:

28.1.1 The name, trade, and number of each worker employed on such **Work** or engaged in complying with such determination or order, the number of hours employed, and the character of the **Work** each is doing; and

28.1.2 The nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such **Work** or compliance with such determination or order, and from whom purchased or rented.

28.2 A copy of such statement will be countersigned by the **Resident Engineer**, noting thereon any items not agreed to or questioned, and will be returned to the **Contractor** within two (2) **Days** after submission.

28.3 The **Contractor** and its **Subcontractors**, when required by the **Commissioner**, or the **Comptroller**, shall also produce for inspection, at the office of the **Contractor** or **Subcontractor**, any and all of its books, bid documents, financial statements, vouchers, records, daily job diaries and reports, and cancelled checks, and any other documents relating to showing the nature and quantity of the labor, materials, plant and equipment actually used in the performance of such **Work**, or in complying with such determination or order, and the amounts expended therefor, and shall permit the **Commissioner** and the

Comptroller to make such extracts therefrom, or copies thereof, as they or either of them may desire.

28.4 In connection with the examination provided for herein, the **Commissioner**, upon demand therefor, will produce for inspection by the **Contractor** such records as the **Agency** may have withrespect to such **Extra Work** or disputed **Work** performed under protest pursuant to order of the **Commissioner**, except those records and reports which may have been prepared for the purpose of determining the accuracy and validity of the **Contractor's** claim.

28.5 Failure to comply strictly with these requirements shall constitute a waiver of any claim for extra compensation or damages on account of the performance of such **Work** or compliance with such determination or order.

ARTICLE 29. OMITTED WORK

29.1 If any **Contract Work** in a lump sum **Contract**, or if any part of a lump sum item in a unit price, lump sum, or percentage-bid **Contract** is omitted by the **Commissioner** pursuant to Article 33, the **Contract** price, subject to audit by the EAO, shall be reduced by a pro rata portion of the lump sum bid amount based upon the percent of **Work** omitted subject to Article 29.4. For the purpose of determining the pro rata portion of the lump sum bid amount, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be the determining factor.

29.2 If the whole of a lump sum item or units of any other item is so omitted by the **Commissioner** in a unit price, lump sum, or percentage-bid **Contract**, then no payment will be made therefor except as provided in Article 29.4.

29.3 For units that have been ordered but are only partially completed, the unit price shall be reduced by a pro rata portion of the unit price bid based upon the percentage of **Work** omitted subject to Article 29.4.

29.4 In the event the **Contractor**, with respect to any omitted **Work**, has purchased any non-cancelable material and/or equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated into the **Work**, the **Contractor** shall be paid for such material and/or equipment in accordance with Article 64.2.1(b); provided, however, such payment is contingent upon the **Contractor's** delivery of such material and/or equipment in acceptable condition to a location designated by the **City**.

29.5 The **Contractor** agrees to make no claim for damages or for loss of overhead and profit with regard to any omitted **Work**.

ARTICLE 30. NOTICE AND DOCUMENTATION OF COSTS AND DAMAGES; PRODUCTION OF FINANCIAL RECORDS

30.1 If the **Contractor** shall claim to be sustaining damages by reason of any act or omission of the **City** or its agents, it shall submit to the **Commissioner** within forty-five (45) **Days** from the time such damages are first incurred, and every thirty (30) **Days** thereafter to the extent additional damages are being incurred for the same condition, verified statements of the details and the amounts of such damages, together with documentary evidence of such damages. The **Contractor** may submit any of the above statements within such additional time as may be granted by the **Commissioner** in writing upon written request therefor. Failure of the **Commissioner** to respond in writing to a written request for additional time within thirty (30) **Days** shall be deemed a denial of the request. On failure of the **Contractor** to strictly comply with

the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist. Damages that the **Contractor** may claim in any action or dispute resolution procedure arising under or by reason of this **Contract** shall not be different from or in excess of the statements and documentation made pursuant to this Article 30. This Article 30.1 does not apply to claims submitted to the **Commissioner** pursuant to Article 11 or to claims disputing a determination under Article 27.

30.2 In addition to the foregoing statements, the **Contractor** shall, upon notice from the **Commissioner**, produce for examination at the **Contractor's** office, by the **Engineer**, **Architect** or **Project Manager**, all of its books of account, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this **Contract**, and submit itself and persons in its employment, for examination under oath by any person designated by the **Commissioner** or **Comptroller** to investigate claims made or disputes against the **City** under this **Contract**. At such examination, a duly authorized representative of the **Contractor** may be present.

30.3 In addition to the statements required under Article 28 and this Article 30, the **Contractor** and/or its **Subcontractor** shall, within thirty (30) **Days** upon notice from the **Commissioner** or **Comptroller**, produce for examination at the **Contractor's** and/or **Subcontractor's** office, by a representative of either the **Commissioner** or **Comptroller**, all of its books of account, bid documents, financial statements, accountant workpapers, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this **Contract**. Further, the **Contractor** and/or its **Subcontractor** shall submit any person in its employment, for examination under oath by any person designated by the **Commissioner** or **Comptroller** to investigate claims made or disputes against the **City** under this **Contract**. At such examination, a duly authorized representative of the **Contractor** may be present.

30.4 Unless the information and examination required under Article 30.3 is provided by the **Contractor** and/or its **Subcontractor** upon thirty (30) **Days'** notice from the **Commissioner** or **Comptroller**, or upon the **Commissioner's** or **Comptroller's** written authorization to extend the time to comply, the **City** shall be released from all claims arising under, relating to or by reason of this **Contract**, except for sums certified by the **Commissioner** to be due under the provisions of this **Contract**. It is further stipulated and agreed that no person has the power to waive any of the foregoing provisions and that in any action or dispute resolution procedure against the **City** to recover any sum in excess of the sums certified by the **Commissioner** to be due under or by reason of this **Contract**, the **Contractor** must allege in its complaint and prove, at trial or during such dispute resolution procedure, compliance with the provisions of this Article 30.

30.5 In addition, after the commencement of any action or dispute resolution procedure by the **Contractor** arising under or by reason of this **Contract**, the **City** shall have the right to require the **Contractor** to produce for examination under oath, up until the trial of the action or hearing before the Contract Dispute Resolution Board, the books and documents described in Article 30.3 and submit itself and all persons in its employ for examination under oath. If this Article 30 is not complied with as required, then the **Contractor** hereby consents to the dismissal of the action or dispute resolutionprocedure.

CHAPTER VII: POWERS OF THE RESIDENT ENGINEER, THE ENGINEER ORARCHITECT AND THE COMMISSIONER

ARTICLE 31. THE RESIDENT ENGINEER

31.1 The **Resident Engineer** shall have the power to inspect, supervise, and control the performance

of the **Work**, subject to review by the **Commissioner**. The **Resident Engineer** shall not, however, have the power to issue an **Extra Work** order, except as specifically designated in writing bythe **Commissioner**.

ARTICLE 32. THE ENGINEER OR ARCHITECT OR PROJECT MANAGER

32.1 The **Engineer** or **Architect** or **Project Manager**, in addition to those matters elsewhere herein delegated to the **Engineer** and expressly made subject to his/her determination, direction or approval, shall have the power, subject to review by the **Commissioner**:

32.1.1 To determine the amount, quality, and location of the **Work** to be paid for hereunder; and

32.1.2 To determine all questions in relation to the **Work**, to interpret the **Contract Drawings**, **Specifications**, and **Addenda**, and to resolve all patent inconsistencies or ambiguities therein; and

32.1.3 To determine how the **Work** of this **Contract** shall be coordinated with **Work** of **Other Contractors** engaged simultaneously on this **Project**, including the power to suspend any part of the **Work**, but not the whole thereof; and

32.1.4 To make minor changes in the **Work** as he/she deems necessary, provided such changes do not result in a net change in the cost to the **City** or to the **Contractor** of the **Work** to be done under the **Contract**; and

32.1.5 To amplify the **Contract Drawings**, add explanatory information and furnish additional **Specifications** and drawings, consistent with this **Contract**.

32.2 The foregoing enumeration shall not imply any limitation upon the power of the **Engineer** or **Architect** or **Project Manager**, for it is the intent of this **Contract** that all of the **Work** shall generally be subject to his/her determination, direction, and approval, except where the determination, direction or approval of someone other than the **Engineer** or **Architect** or **Project Manager** is expressly called for herein.

32.3 The **Engineer** or **Architect** or **Project Manager** shall not, however, have the power to issuean **Extra Work** order, except as specifically designated in writing by the **Commissioner**.

ARTICLE 33. THE COMMISSIONER

33.1 The **Commissioner**, in addition to those matters elsewhere herein expressly made subject to his/her determination, direction or approval, shall have the power:

33.1.1 To review and make determinations on any and all questions in relation to this **Contract** and its performance; and

33.1.2 To modify or change this **Contract** so as to require the performance of **Extra Work** (subject, however, to the limitations specified in Article 25) or the omission of **Contract Work**; and

33.1.3 To suspend the whole or any part of the **Work** whenever in his/her judgment such suspension is required:

33.1.3(a) In the interest of the **City** generally; or

33.1.3(b) To coordinate the **Work** of the various contractors engaged on this **Project** pursuant to the provisions of Article 12; or

33.1.3(c) To expedite the completion of the entire **Project** even though the completion of this particular **Contract** may thereby be delayed.

ARTICLE 34. NO ESTOPPEL

34.1 Neither the **City** nor any **Agency**, official, agent or employee thereof, shall be bound, precluded or estopped by any determination, decision, approval, order, letter, payment or certificate made or given under or in connection with this **Contract** by the **City**, the **Commissioner**, the **Engineer**, the **Resident Engineer**, or any other official, agent or employee of the **City**, either before or after the final completion and acceptance of the **Work** and payment therefor:

34.1.1 From showing the true and correct classification, amount, quality or character of the **Work** actually done; or that any such determination, decision, order, letter, payment or certificate was untrue, incorrect or improperly made in any particular, or that the **Work**, or any part thereof, does not in fact conform to the requirements of this **Contract**; and

34.1.2 From demanding and recovering from the **Contractor** any overpayment made to it, or such damages as the **City** may sustain by reason of the **Contractor's** failure to perform each and every part of its **Contract**.

CHAPTER VIII: LABOR PROVISIONS

ARTICLE 35. EMPLOYEES

35.1 The **Contractor** and its **Subcontractors** shall not employ on the **Work**:

35.1.1 Anyone who is not competent, faithful and skilled in the **Work** for which he/she shall be employed; and whenever the **Commissioner** shall inform the **Contractor**, in writing, that any employee is, in his/her opinion, incompetent, unfaithful or disobedient, that employee shall be discharged from the **Work** forthwith, and shall not again be employed upon it; or

35.1.2 Any labor, materials or means whose employment, or utilization during the course of this **Contract**, may tend to or in any way cause or result in strikes, work stoppages, delays, suspension of **Work** or similar troubles by workers employed by the **Contractor** or its **Subcontractors**, or by any of the trades working in or about the buildings and premises where **Work** is being performed under this **Contract**, or by **Other Contractors** or their **Subcontractors** pursuant to other contracts, or on any other building or premises owned or operated by the **City**, its **Agencies**, departments, boards or authorities. Any violation by the **Contractor** of this requirement may, upon certification of the **Commissioner**, be considered as proper and sufficient cause for declaring the **Contractor** to be in default, and for the **City** to take action against it as set forth in Chapter X of this **Contract**, or such other article of this **Contract** as the Commissioner may deem proper; or

35.1.3 In accordance with Section 220.3-e of the Labor Law of the State of New York (hereinafter "Labor Law"), the **Contractor** and its **Subcontractors** shall not employ on the **Work** any apprentice, unless he/she is a registered individual, under a bona fide program registered with the New York State Department of Labor. The allowable ratio of apprentices to journey-level workers in any craft classification shall not be greater than the ratio permitted to the **Contractor** as to its work force on any job under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the **Comptroller** of the **City** for the classification of **Work** actually performed. The **Contractor** or **Subcontractor** will be required to furnish written evidence of the registration of its program and apprentices as well as all the appropriate ratios and wage rates, for the area of the construction prior to using any apprentices on the **Contract Work**.

35.2 If the total cost of the **Work** under this **Contract** is at least two hundred fifty thousand ($250,000) dollars, all laborers, workers, and mechanics employed in the performance of the C**ontract** on the public work site, either by the **Contractor**, **Subcontractor** or other person doing or contracting to do the whole or a part of the **Work** contemplated by the **Contract**, shall be certified prior to performing any **Work** as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration.

35.3 In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the Administrative Code, respectively,

35.3.1 The **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 (a) the Commissioner of the Department of Investigation, (b) a member of the New York City Council, the Public Advocate, or the **Comptroller**, or (c) the **CCPO**, **ACCO**, **Agency** head, or **Commissioner**.

35.3.2 If any of the **Contractor**'s officers or employees believes that he or she has been the subject of an adverse personnel action in violation of Article 35.3.1, he or she shall be entitled to bring a cause of action against the **Contractor** to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (a) an injunction to restrain continued retaliation, (b) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (c) reinstatement of full fringe benefits and seniority rights, (d) payment of two times back pay, plus interest, and (e) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.

35.3.3 The **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:

35.3.3(a) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising outof or in connection with the **Contract**; and

35.3.3(b) the rights and remedies afforded to its employees under 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 withthe

reporting of allegations of fraud, false claims, criminality or corruption in connection with the **Contract**.

35.3.4 For the purposes of this Article 35.3, "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.

35.3.5 This Article 35.3 is applicable to all of the **Contractor**'s **Subcontractors** having subcontracts with a value in excess of $100,000; accordingly, the **Contractor** shall include this rider in all subcontracts with a value a value in excess of $100,000.

35.4 Article 35.3 is not applicable to this **Contract** if it is valued at $100,000 or less. Articles 35.3.1, 35.3.2, 35.3.4, and 35.3.5 are not applicable to this **Contract** if it was solicited pursuant to a finding of an emergency.

35.5 Paid Sick Leave Law.

35.5.1 Introduction and General Provisions.

35.5.1(a) 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[2]. Contractors of the **City** or of other governmental entities may be required to provide sick time pursuant to the PSLL.

35.5.1(b) 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").

35.5.1(c) The **Contractor** agrees to comply in all respects with the PSLL and the Rules, and as amended, if applicable, in the performance of this **Contract**. The **Contractor** further acknowledges that such compliance is a material term of this **Contract** and that failure to comply with the PSLL in performance of this **Contract** may result in its termination.

35.5.1(d) The **Contractor** must notify the **Agency Chief Contracting Officer** of the **Agency** 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 **Contract**. Additionally, the **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.

35.5.1(e) The PSLL is summarized below for the convenience of the **Contractor**. The **Contractor** is advised to review the PSLL and Rules in their entirety. On the

[2] 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.

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 the **Contractor** can get more information about how to comply with the PSLL. The **Contractor** acknowledges that it is responsible for compliance with the PSLL notwithstanding any inconsistent language contained herein.

35.5.2 Pursuant to the PSLL and the Rules: Applicability, Accrual, and Use.

35.5.2(a) 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 be provided at the greater of the employee's regular hourly rate or the minimum wage. Employers are not required to provide more than 40 hours of sick time to an employee in any Year.

35.5.2(b) 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 40 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.

35.5.2(c) An employee entitled to sick time pursuant to the PSLL may use sick time for any of the following:

i. 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;
ii. 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;
iii. closure of such employee's place of business by order of a public official due to a public health emergency; or
iv. such employee's need to care for a child whose school or childcare providerhas been closed due to a public health emergency.

35.5.2(d) 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.

35.5.2(e) 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.

35.5.2(f) 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.

35.5.3 Exemptions and Exceptions. Notwithstanding the above, the PSLL does not apply to any of the following:

35.5.3(a) an independent contractor who does not meet the definition of employee under section 190(2) of the New York State Labor Law;

35.5.3(b) an employee covered by a valid collective bargaining agreement in effect on April 1, 2014, until the termination of such agreement;

35.5.3(c) 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;

35.5.3(d) 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;

35.5.3(e) 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;

35.5.3(f) an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;

35.5.3(g) 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

35.5.3(h) a participant in a Work Experience Program (WEP) under section 336-c of the New York State Social Services Law.

35.5.4 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.

35.5.5 Notice of Rights.

35.5.5(a) 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.

35.5.5(b) 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.

35.5.6 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.

35.5.7 Enforcement and Penalties.

35.5.7(a) 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.

35.5.7(b) 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.

35.5.8 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.

35.6 HireNYC: Hiring and Reporting Requirements. This Article 35.6 applies to construction contracts of $1,000,000 or more. The **Contractor** shall comply with the requirements of Articles 35.6.1-35.6.5 for all non-trades jobs (e.g., for an administrative position arising out of **Work** ant located in New York City). The **Contractor** shall reasonably cooperate with SBS and the **City** on specific outreach events, including "Hire-on-the-Spot" events, for the hiring of trades workers in connection with the **Work**. If provided elsewhere in this **Contract**, this **Contract** is subject to a project labor agreement.

35.6.1 Enrollment. The **Contractor** shall enroll with the HireNYC system, found at www.nyc.gov/sbs, within thirty (30) days after the registration of this **Contract** pursuant to Section 328 of the New York City Charter. The **Contractor** shall provide information about the business, designate a primary contact and say whether it intends to hire for any entry

to mid-level job opportunities arising from this **Contract** and located in New York City, and, if so, the approximate start date of the first hire.

35.6.2 Job Posting Requirements.

35.6.2(a) Once enrolled in HireNYC, the **Contractor** agrees to update the HireNYC portal with all entry to mid-level job opportunities arising from this **Contract** and located in New York City, if any, which shall be defined as jobs requiring no more than an associate degree, as provided by the New York State Department of Labor (see Column F of https://labor.ny.gov/stats/2012-2022- NYS- Employment-Prospects.xls). The information to be updated includes the types of entry and mid-level positions made available from the work arising from the **Contract** and located in New York City, the number of positions, the anticipated schedule of initiating the hiring process for these positions, and the contact information for the **Contractor's** representative charged with overseeing hiring. The **Contractor** must update the HireNYC portal with any hiring needs arising from the contract and located in New York City, and the requirements of the jobs to be filled, no less than three weeks prior to the intended first day of employment for each new position, except with the permission of SBS, not to be unreasonably withheld, and must also update the HireNYC portal as set forth below.

35.6.2(b) After enrollment through HireNYC and submission of relevant information, SBS will work with the **Contractor** to develop a recruitment plan which will outline the candidate screening process, and will provide clear instructions as to when, where, and how interviews will take place. HireNYC will screen applicants based on employer requirements and refer applicants whom it believes are qualified to the **Contractor** for interviews. The **Contractor** must interview referred applicants whom it believes are qualified.

35.6.2(c) After completing an interview of a candidate referred by HireNYC, the **Contractor** must provide feedback via the portal within twenty (20) business days to indicate which candidates were interviewed and hired, if any. In addition, the **Contractor** shall provide the start date of new hires, and additional information reasonably related to such hires, within twenty (20) business days after the start date. In the event the **Contractor** does not have any job openings covered by this Rider in any given year, the **Contractor** shall be required to provide an annual update to HireNYC to that effect. For this purpose, the reporting year shall run from the date of the registration of the **Contract** pursuant to Charter section 328 and each anniversary date.

35.6.2(d) These requirements do not limit the **Contractor's** ability to assess the qualifications of prospective workers, and to make final hiring and retention decisions. No provision of this Article 35.6 shall be interpreted so as to require the **Contractor** to employ any particular worker.

35.6.2(e) In addition, the provisions of this Article 35.6 shall not apply to positions that the **Contractor** intends to fill with employees employed pursuant to the job retention provision of Section 22-505 of the Administrative Code of the City of New York. The **Contractor** shall not be required to report such openings with HireNYC. However, the **Contractor** shall enroll with the HireNYC system pursuant to Article 35.6.1, above, and, if such positions subsequently become open, then the remaining provisions of this Article 35.6 will apply.

35.6.3 Breach and Liquidated Damages. If the **Contractor** fails to comply with the termsof the **ContrSact** and this Article 35.6 (l) by not enrolling its business with HireNYC; (2) by not informing HireNYC, as required, of open positions; or (3) by failing to interview a qualified candidate, the **Agency** may assess liquidated damages in the amount of two- thousand five hundred dollars ($2,500) per breach. For all other events of noncompliance with the terms of this Article 35.6, the **Agency** may assess liquidated damages in the amount of five hundred dollars ($500) per breach. Furthermore, in the event the **Contractor** breaches the requirements of this Article 35.6 during the term of the **Contract**, the **City** may hold the **Contractor** in default of this **Contract**.

35.6.4 Audit Compliance. In addition to the auditing requirements set forth in other partsof the **Contract**, the **Contractor** shall permit SBS and the **City** to inspect any and all records concerning or relating to job openings or the hiring of individuals for work arising from the **Contract** and located in New York City. The **Contractor** shall permit an inspection within seven (7) business days of the request.

35.6.5 Other Reporting Requirements. The **Contractor** shall report to the **City**, on amonthly basis, all information reasonably requested by the **City** that is necessary for the **City** to comply with any reporting requirements imposed by **Law**, including any requirement that the **City** maintain a publicly accessible database. In addition, the **Contractor** agrees to comply with all reporting requirements imposed by **Law**, or as otherwise requested by the **City**.

35.6.6 Federal Hiring Requirements. If this **Contract** is federally funded (as indicated elsewhere in this Contract), the **Contractor** shall comply with all federal hiring requirements as may be set forth in this **Contract**, including, as applicable: (a) Section 3 of the HUD Act of 1968, which requires, to the greatest extent feasible, economic opportunities for 30 percent of new hires be given to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing and Executive Order 11246, which prohibits discrimination in employment due to race, color, religion,sex or national origin, and requires the implementation of goals for minority and female participation for work involving any construction trade.

ARTICLE 36. NO DISCRIMINATION

36.1 The **Contractor** specifically agrees, as required by Labor Law Section 220-e, as amended, that:

36.1.1 In the hiring of employees for the performance of **Work** under this **Contract** 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 or national origin discriminate against any citizen of the State of New York who is qualifiedand available to perform the **Work** to which the employment relates;

36.1.2 Neither the **Contractor**, **Subcontractor**, nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of **Work** under this **Contract** on account of race, creed, color or national origin;

36.1.3 There may be deducted from the amount payable to the **Contractor** by the **City** under this **Contract** a penalty of fifty ($50.00) dollars for each person for each **Day** during which such person was discriminated against or intimidated in violation of the provisions of this

Contract; and

36.1.4 This **Contract** may be cancelled or terminated by the **City** and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Article 36.

36.1.5 This Article 36 covers all construction, alteration and repair of any public building or public work occurring in the State of New York and the manufacture, sale, and distribution of materials, equipment, and supplies to the extent that such operations are performed within the State of New York pursuant to this **Contract**.

36.2 The **Contractor** specifically agrees, as required by Section 6-108 of the Administrative Code,as amended, that:

36.2.1 It shall be unlawful for any person engaged in the construction, alteration or repairof 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.

36.2.2 It shall be unlawful for any person or any servant, agent or employee of any person, described in Article 36.1.2, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color or creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.

36.2.3 Breach of the foregoing provisions shall be deemed a violation of a material provision of this **Contract**.

36.2.4 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 Article 36.2 shall, upon conviction thereof, be punished by a fine of not more than one hundred ($100.00) dollars or by imprisonment for not more than thirty (30) **Days**, or both.

36.3 This **Contract** is subject to the requirements of Executive Order No. 50 (1980) ("E.O. 50"), as revised, and the rules and regulations promulgated thereunder. No contract will be awarded unless and until these requirements have been complied with in their entirety. By signing this **Contract**, the **Contractor** agrees that it:

36.3.1 Will not engage in any unlawful discrimination against any employee or applicantfor employment because of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, ratesof pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment; and

36.3.2 Will not engage in any unlawful discrimination in the selection of **Subcontractors** on the basis of the owner's race, color, creed, national origin, sex, age, disability, marital status or sexual orientation; and

36.3.3 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, creed, color, national origin, sex, age, citizens status,

disability, marital status, sexual orientation, or that it is an equal employment opportunity employer; and

36.3.4 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; and

36.3.5 Will furnish, before the award of the **Contract**, all information and reports, including an employment report, that are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the **City** Department of Business Services, Division of Labor Services (**DLS**) and will permit access to its books, records, and accounts by the **DLS** for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

36.4 The **Contractor** understands that in the event of its noncompliance with the nondiscrimination clauses of this **Contract** or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this **Contract** and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of the **DLS**, the Director of the **DLS** may direct the **Commissioner** to impose any or all of the following sanctions:

36.4.1 Disapproval of the **Contractor**; and/or

36.4.2 Suspension or termination of the **Contract**; and/or

36.4.3 Declaring the **Contractor** in default; and/or

36.4.4 In lieu of any of the foregoing sanctions, the Director of the **DLS** may impose an employment program.

In addition to any actions taken under this **Contract**, failure to comply with E.O. 50 and the rules and regulations promulgated thereunder, in one or more instances, may result in a **City Agency** declaring the **Contractor** to be non-responsible in future procurements. The **Contractor** further agrees that it will refrain from entering into any **Contract** or **Contract** modification 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.

36.5 The **Contractor** specifically agrees, as required by Section 6-123 of the AdministrativeCode, that:

36.5.1 The **Contractor** will not engage in any unlawful discriminatory practice in violation of Title 8 of the Administrative Code; and

36.5.2 Any failure to comply with this Article 36.5 may subject the **Contractor** to the remedies set forth in Section 6-123 of the Administrative Code, including, where appropriate, sanctions such as withholding of payment, imposition of an employment program, finding the **Contractor** to be in default, cancellation of the **Contract**, or any other sanction or remedy provided by **Law** or **Contract**.

ARTICLE 37. LABOR LAW REQUIREMENTS

37.1 The **Contractor** shall strictly comply with all applicable provisions of the Labor Law, as

amended. Such compliance is a material term of this **Contract**.

37.2 The **Contractor** specifically agrees, as required by Labor Law Sections 220 and 220-d, as amended, that:

37.2.1 Hours of **Work**: No laborer, worker, or mechanic in the employ of the **Contractor**, **Subcontractor** or other person doing or contracting to do the whole or a part of the **Work** contemplated by this **Contract** shall be permitted or required to work more than eight (8) hours in any one (1) **Day**, or more than five (5) **Days** in any one (1) week, except as provided in the Labor Law and in cases of extraordinary emergency including fire, flood, or danger to life or property, or in the case of national emergency when so proclaimed by the President of the United States of America.

37.2.2 In situations in which there are not sufficient laborers, workers, and mechanics who may be employed to carry on expeditiously the **Work** contemplated by this **Contract** as a result of such restrictions upon the number of hours and **Days** of labor, and the immediate commencement or prosecution or completion without undue delay of the **Work** is necessary for the preservation of the **Site** and/or for the protection of the life and limb of the persons using the same, such laborers, workers, and mechanics shall be permitted or required to work more than eight (8) hours in any one (1) **Day**; or five (5) **Days** in any one (1) week; provided, however, that upon application of any **Contractor**, the **Commissioner** shall have first certified to the Commissioner of Labor of the State of New York (hereinafter "Commissioner of Labor") that such public **Work** is of an important nature and that a delay in carrying it to completion would result in serious disadvantage to the public; and provided, further, that such Commissioner of Labor shall have determined that such an emergency does in fact exist as provided in Labor Law Section 220.2.

37.2.3 Failure of the **Commissioner** to make such a certification to the Commissioner of Labor shall not entitle the **Contractor** to damages for delay or for any cause whatsoever.

37.2.4 Prevailing Rate of Wages: The wages to be paid for a legal day's **Work** to laborers, workers, or mechanics employed upon the **Work** contemplated by this **Contract** or upon any materials to be used thereon shall not be less than the "prevailing rate of wage" as defined in Labor Law Section 220, and as fixed by the **Comptroller** in the attached Schedule of Wage Rates and in updated schedules thereof. The prevailing wage rates and supplemental benefits to be paid are those in effect at the time the **Work** is being performed.

37.2.5 Requests for interpretation or correction in the Information for Bidders includes all requests for clarification of the classification of trades to be employed in the performance of the **Work** under this **Contract**. In the event that a trade not listed in the **Contract** is in fact employed during the performance of this **Contract**, the **Contractor** shall be required to obtain from the **Agency** the prevailing wage rates and supplementary benefits for the trades used and to complete the performance of this **Contract** at the price at which the **Contract** was awarded.

37.2.6 Minimum Wages: Except for employees whose wage is required to be fixed pursuant to Labor Law Section 220, all persons employed by the **Contractor** and any **Subcontractor** in the manufacture or furnishing of the supplies, materials, or equipment, or the furnishing of work, labor, or services, used in the performance of this **Contract**, shall be paid, without subsequent deduction or rebate unless expressly authorized by **Law**, not less than the sum mandated by **Law**.

37.3 Working Conditions: No part of the **Work**, labor or services shall be performed or rendered by

the **Contractor** in any plants, factories, buildings or surroundings or under working conditions which are unsanitary or hazardous or dangerous to the health and safety of employees engaged in the performance of this **Contract**. Compliance with the safety, sanitary, and factory inspection **Laws** of the state in which the **Work** is to be performed shall be prima facie evidence of compliance with this Article 37.3.

37.4 Prevailing Wage Enforcement: The **Contractor** agrees to pay for all costs incurred by the **City** in enforcing prevailing wage requirements, including the cost of any investigation conducted by or on behalf of the **Agency** or the **Comptroller,** where the **City** discovers a failure to comply with any of the requirements of this Article 37 by the **Contractor** or its **Subcontractor(s)**. The **Contractor** also agrees that, should it fail or refuse to pay for any such investigation, the **Agency** is hereby authorized to deduct from a **Contractor's** account an amount equal to the cost of such investigation.

37.4.1 The Labor Law Section 220 and Section 220-d, as amended, provide that this **Contract** shall be forfeited and no sum paid for any **Work** done hereunder on a second conviction for willfully paying less than:

37.4.1(a) The stipulated prevailing wage scale as provided in Labor Law section 220, as amended, or

37.4.1(b) The stipulated minimum hourly wage scale as provided in Labor Law section 220-d, as amended.

37.4.2 For any breach or violation of either working conditions (Article 37.3) or minimum wages (Article 37.2.6) provisions, the party responsible therefor shall be liable to the **City** for liquidated damages, which may be withheld from any amounts due on any contracts with the **City** of such party responsible, or may be recovered in actions brought by the **City** Corporation Counsel in the name of the **City**, in addition to damages for any other breach of this **Contract**, for a sum equal to the amount of any underpayment of wages due to any employee engaged in the performance of this **Contract**. In addition, the **Commissioner** shall have the right to cancel contracts and enter into other contracts for the completion of the original contract, with or without public letting, and the original **Contractor** shall be liable for any additional cost. All sums withheld or recovered as deductions, rebates, refunds, or underpayment of wages hereunder, shall be held in a special deposit account and shall be paid without interest, on order of the **Comptroller**, directly to the employees who have been paid less than minimum rates of pay as set forth herein and on whose account such sums were withheld or recovered, provided that no claims by employees for such payments shall be entertained unless made within two (2) years from the date of actual notice to the **Contractor** of the withholding or recovery of such sums by the **City**.

37.4.3 A determination by the **Comptroller** that a **Contractor** and/or its **Subcontractor** willfully violated Labor Law Section 220 will be forwarded to the **City's** five District Attorneys for review.

37.4.4 The **Contractor's** or **Subcontractor's** noncompliance with this Article 37.4 and Labor Law Section 220 may result in an unsatisfactory performance evaluation and the **Comptroller** may also find and determine that the **Contractor** or **Subcontractor** willfully violated the New York Labor **Law**.

37.4.4(a) An unsatisfactory performance evaluation for noncompliance with this Article 37.4 may result in a determination that the **Contractor** is a non-responsible bidder on subsequent procurements with the **City** and thus a rejection of a future award

of a contract with the **City**, as well as any other sanctions provided for by **Law**.

37.4.4(b) Labor Law Section 220-b, as amended, provides that when two (2) final determinations have been rendered against a **Contractor** or **Subcontractor** within any consecutive six (6) year period determining that such **Contractor** or **Subcontractor** has willfully failed to pay the prevailing rate of wages or to provide supplements in accordance with the Labor Law and this Article 37.4, whether such failures were concurrent or consecutive and whether or not such final determinations concerning separate public works projects are rendered simultaneously, such **Contractor** or **Subcontractor** shall be ineligible to submit a bid on or be awarded any public works contract with the **City** for a period of five (5) years from the second final determination. If the final determination involves the falsification of payroll records or the kickback of wages or supplements, the **Contractor** or **Subcontractor** shall be ineligible to submit a bid on or be awarded any public works contract with the **City** for a period of five (5) years from the first final determination.

37.4.4(c) Labor Law Section 220, as amended, provides that the **Contractor** or **Subcontractor** found to have violated this Article 37.4 may be directed to make payment of wages or supplements including interest found to be due, and the **Contractor** or **Subcontractor** may be directed to make payment of a further sum as a civil penalty in an amount not exceeding twenty-five (25%) percent of the total amount found to be due.

37.5 The **Contractor** and its **Subcontractors** shall within ten (10) **Days** after mailing of a Notice of Award or written order, post in prominent and conspicuous places in each and every plant, factory, building, and structure where employees of the **Contractor** and its **Subcontractors** engaged in the performance of this **Contract** are employed, notices furnished by the **City**, in relation to prevailing wages and supplements, minimum wages, and other stipulations contained in Sections 220 and 220-h of the Labor Law, and the **Contractor** and its **Subcontractors** shall continue to keep such notices posted in such prominent and conspicuous places until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services required to be furnished or rendered under this **Contract**.

37.6 The **Contractor** shall strictly comply with all of the provisions of Articles 37.6.1 through 37.6.5, and provide for all workers, laborers or mechanics in its employ, the following:

37.6.1 Notices Posted At **Site**: Post, in a location designated by the **City**, schedules of prevailing wages and supplements for this **Project**, a copy of all re-determinations of such schedules for the **Project**, the Workers' Compensation **Law** Section 51 notice, all other notices required by **Law** to be posted at the **Site**, the **City** notice that this **Project** is a public works project on which each worker is entitled to receive the prevailing wages and supplements for the occupation at which he or she is working, and all other notices which the **City** directs the **Contractor** to post. The **Contractor** shall provide a surface for such notices which is satisfactory to the **City**. The **Contractor** shall maintain and keep current such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. The **Contractor** shall post such notices before commencing any **Work** on the **Site** and shall maintain such notices until all **Work** on the **Site** is complete; and

37.6.2 Daily **Site** Sign-in Sheets: Maintain daily **Site** sign-in sheets, and require that **Subcontractors** maintain daily **Site** sign-in sheets for its employees, which include blank spaces for an employee's name to be both printed and signed, job title, date started and Social Security number, the time the employee began work and the time the employee left

work, until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services to be furnished or rendered under this **Contract** unless exception is granted by the **Comptroller** upon application by the **Agency**. In the alternative, subject to the approval of the **CCPO**, the **Contractor** and **Subcontractor** may maintain an electronic or biometric sign-in system, which provides the information required by this Article 37.6.2; and

37.6.3 Individual Employee Information Notices: Distribute a notice to each worker, laborer or mechanic employed under this **Contract**, in a form provided by the **Agency**, that this **Project** is a public works project on which each worker, laborer or mechanic is entitled to receive the prevailing rate of wages and supplements for the occupation at which he orshe is working. If the total cost of the **Work** under this **Contract** is at least two hundred fifty thousand ($250,000) dollars, such notice shall also include a statement that each worker, laborer or mechanic must be certified prior to performing any **Work** as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration. Such notice shall be distributed to each worker before he or she starts performing any **Work** of this **Contract** and with the first paycheck after July first of each year. "Worker, laborer or mechanic" includes employees of the **Contractor** and all **Subcontractors** and all employees of suppliers entering the **Site**. At the time of distribution, the **Contractor** shall have each worker, laborer or mechanic sign a statement, in a form provided by the **Agency**, certifying that the worker has received the notice required by this Article 37.6.3, which signed statement shall be maintained with the payroll records required by this **Contract**; and

37.6.3(a) The **Contractor** and each **Subcontractor** shall notify each worker, laborer or mechanic employed under this **Contract** in writing of the prevailing rate of wages for their particular job classification. Such notification shall be given to every worker, laborer, and mechanic on their first pay stub and with every pay stub thereafter; and

37.6.4 **Site** Laminated Identification Badges: The **Contractor** shall provide laminated identification badges which include a photograph of the worker's, laborer's or mechanic's face and indicate the worker's, laborer's or mechanic's name, trade, employer's name, and employment starting date (month/day/year). Further, the **Contractor** shall require as acondition of employment on the **Site**, that each and every worker, laborer or mechanic wear the laminated identification badge at all times and that it may be seen by any representative of the **City**. The **Commissioner** may grant a written waiver from the requirement that the laminated identification badge include a photograph if the **Contractor** demonstrates that the identity of an individual wearing a laminated identification badge can be easily verified by another method; and

37.6.5 Language Other Than English Used On **Site**: Provide the **ACCO** notice when three (3) or more employees (worker and/or laborer and/or mechanic) on the **Site**, at any time, speak a language other than English. The **ACCO** will then provide the **Contractor** the notices described in Article 37.6.1 in that language or languages as may be required. The **Contractor** is responsible for all distributions under this Article 37; and

37.6.6 Provision of Records: The **Contractor** and **Subcontractor(s)** shall produce within five (5) **Days** on the **Site** of the **Work** and upon a written order of the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, or the **Comptroller,** such records as are required to be kept by this Article 37.6; and

37.6.7 The **Contractor** and **Subcontractor(s)** shall pay employees by check or direct deposit. If this **Contract** is for an amount greater than one million ($1,000,000) dollars, checks issued by the **Contractor** to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the **Agency**). For any subcontract for an amount greater than seven hundred fifty thousand ($750,000) dollars, checks issued by a **Subcontractor** to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be usedif approved by the **Agency**); and

37.6.8 The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of Articles 37.6.1 through 37.6.7 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

37.7 The **Contractor** and its **Subcontractors** shall keep such employment and payroll records as are required by Section 220 of the Labor Law. The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of this Article 37.7 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract.**

37.8 At the time the **Contractor** makes application for each partial payment and for final payment, the **Contractor** shall submit to the **Commissioner** a written payroll certification, in the form provided by this **Contract**, of compliance with the prevailing wage, minimum wage, and other provisions and stipulations required by Labor Law Section 220 and of compliance with the training requirements of Labor Law Section 220-h set forth in Article 35.2. This certification of compliance shall be a condition precedent to payment and no payment shall be made to the **Contractor** unless and until each such certification shall have been submitted to and received by the **Commissioner**.

37.9 This **Contract** is executed by the **Contractor** with the express warranty and representation that the **Contractor** is not disqualified under the provisions of Section 220 of the Labor Law from the award of the **Contract**.

37.10 Any breach or violation of any of the foregoing shall be deemed a breach or violation of a material provision of this **Contract**, and grounds for cancellation thereof by the **City**.

ARTICLE 38. PAYROLL REPORTS

38.1 The **Contractor** and its **Subcontractor(s)** shall maintain on the **Site** during the performanceof the **Work** the original payrolls or transcripts thereof which the **Contractor** and its **Subcontractor(s)** are required to maintain and shall submit such original payrolls or transcripts, subscribed and affirmed by it as true, within thirty (30) **Days** after issuance of its first payroll, and every thirty (30) **Days** thereafter, pursuant to Labor Law Section 220(3-a)(a)(iii). The **Contractor** and **Subcontractor(s)** shall submit such original payrolls or transcripts along with each and every payment requisition. If payment requisitions are not submitted at least once a month, the **Contractor** and its **Subcontractor(s)** shall submit original payrolls and transcripts both along with its payment requisitions and independently of its payment requisitions.

38.2 The **Contractor** shall maintain payrolls or transcripts thereof for six (6) years from the date of completion of the **Work** on this **Contract**. If such payrolls and transcripts are maintained outside of New York City after the completion of the **Work** and their production is required pursuant to this Article 38, the **Contractor** shall produce such records in New York City upon request by the City.

38.3 The **Contractor** and **Subcontractor(s)** shall comply with any written order, direction, or request made by the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, the **Agency Labor Law**

Investigator(s), or the **Comptroller**, to provide to the requesting party any of the following information and/or records within five (5) **Days** of such written order, direction, or request:

38.3.1 Such original payrolls or transcripts thereof subscribed and affirmed by it as true and the statements signed by each worker pursuant to this Chapter VIII; and/or

38.3.2 Attendance sheets for each **Day** on which any employee of the **Contractor** and/or any of the **Subcontractor(s)** performed **Work** on the **Site**, which attendance sheet shall be in a form acceptable to the **Agency** and shall provide information acceptable to the **Agency** to identify each such employee; and/or

38.3.3 Any other information to satisfy the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, the **Agency Labor Law Investigator(s)** or the **Comptroller**, that this Chapter VIII and the Labor Law, as to the hours of employment and prevailing rates of wages and/or supplemental benefits, are being observed.

38.4 The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of Articles 38.1 and/or 38.2 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

ARTICLE 39. DUST HAZARDS

39.1 Should a harmful dust hazard be created in performing the **Work** of this **Contract**, for the elimination of which appliances or methods have been approved by the Board of Standards and Appeals of the City of New York, such appliances and methods shall be installed, maintained, and effectively operated during the continuance of such harmful dust hazard. Failure to comply with this provision after notice shall make this **Contract** voidable at the sole discretion of the **City**.

CHAPTER IX: PARTIAL AND FINAL PAYMENTS

ARTICLE 40. CONTRACT PRICE

40.1 The **City** shall pay, and the **Contractor** agrees to accept, in full consideration for the **Contractor's** performance of the **Work** subject to the terms and conditions hereof, the lump sum price or unit prices for which this **Contract** was awarded, plus the amount required to be paid for any **Extra Work** ordered by the **Commissioner** under Article 25, less credit for any **Work** omitted pursuant to Article 29.

ARTICLE 41. BID BREAKDOWN ON LUMP SUM

41.1 Within fifteen (15) **Days** after the commencement date specified in the **Notice to Proceed** or **Order to Work**, unless otherwise directed by the **Resident Engineer**, the **Contractor** shall submit to the **Resident Engineer** a breakdown of its bid price, or of lump sums bid for items of the **Contract**, showing the various operations to be performed under the **Contract**, as directed in the progress schedule required under Article 9, and the value of each of such operations, the total of such items to equal the lump sum price bid. Said breakdown must be approved in writing by the **Resident Engineer**.

41.2 No partial payment will be approved until the **Contractor** submits a bid breakdown that is acceptable to the **Resident Engineer**.

41.3 The **Contractor** shall also submit such other information relating to the bid breakdown as directed by the **Resident Engineer**. Thereafter, the breakdown may be used only for checking the **Contractor's** applications for partial payments hereunder, but shall not be binding upon the **City**, the **Commissioner**, or the **Engineer** for any purpose whatsoever.

ARTICLE 42. PARTIAL PAYMENTS

42.1 From time to time as the **Work** progresses satisfactorily, but not more often than once each calendar month (except where the **Commissioner** approves in writing the submission of invoices on a more frequent basis and for invoices relating to **Work** performed pursuant to a change order), the **Contractor** may submit to the **Engineer** a requisition for a partial payment in the prescribed form, which shall contain an estimate of the quantity and the fair value of the **Work** done during the payment period.

42.2 Partial payments may be made for materials, fixtures, and equipment in advance of their actual incorporation in the **Work**, as the **Commissioner** may approve, and upon the terms and conditions set forth in the General Conditions.

42.3 The **Contractor** shall also submit to the **Commissioner** in connection with every application for partial payment a verified statement in the form prescribed by the **Comptroller** setting forth the information required under Labor Law Section 220-a.

42.4 Within thirty (30) **Days** after receipt of a satisfactory payment application, and within sixty (60) **Days** after receipt of a satisfactory payment application in relation to **Work** performed pursuant to a change order, the **Engineer** will prepare and certify, and the **Commissioner** will approve, a voucher for a partial payment in the amount of such approved estimate, less any and all deductions authorized to be made by the **Commissioner** under the terms of this **Contract** or by **Law**.

ARTICLE 43. PROMPT PAYMENT

43.1 The Prompt Payment provisions of the **PPB** Rules in effect at the time of the bid will be applicable to payments made under this **Contract**. The provisions require the payment to the **Contractor** of interest on payments made after the required payment date, except as set forth in the **PPB** Rules.

43.2 The **Contractor** shall submit a proper invoice to receive payment, except where the **Contract** provides that the **Contractor** will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.

43.3 Determination of interest due will be made in accordance with the **PPB** Rules.

43.4 If the **Contractor** is paid interest, the proportionate share(s) of that interest shall be forwarded by the **Contractor** to its **Subcontractor(s)**.

43.5 The **Contractor** shall pay each **Subcontractor** or **Materialman** not later than seven (7) **Days** after receipt of payment out of amounts paid to the **Contractor** by the **City** for **Work** performed by the **Subcontractor** or **Materialman** under this **Contract**.

43.5.1 If **Contractor** fails to make any payment to any **Subcontractor** or **Materialman** within seven (7) **Days** after receipt of payment by the **City** pursuant to this Article 43.5,

then the **Contractor** shall pay interest on amounts due to such **Subcontractor** or **Materialman** at the rate of interest in effect on the date such payment is made by the **Contractor** computed in accordance with Section 756-b (1)(b) of the New York General Business Law. Accrual of interest shall commence on the **Day** immediately following the expiration of the seventh **Day** following receipt of payment by the **Contractor** from the **City** and shall end on the date on which payment is made.

43.6 The **Contractor** shall include in each of its subcontracts a provision requiring each **Subcontractor** to make payment to each of its **Subcontractors** or **Materialmen** for **Work** performed under this **Contract** in the same manner and within the same time period set forth above.

ARTICLE 44. SUBSTANTIAL COMPLETION PAYMENT

44.1 The **Contractor** shall submit with the **Substantial Completion** requisition:

44.1.1 A final verified statement of any pending Article 27 disputes in accordance with the **PPB** Rules and this **Contract** and any and all alleged claims against the **City**, in any way connected with or arising out of this **Contract** (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the **Contractor** claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay.

44.1.1(a) With respect to each such claim, the **Commissioner**, the **Comptroller** and, in the event of litigation, the **City** Corporation Counsel shall have the same right to inspect, and to make extracts or copies of, the **Contractor's** books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this Article 44.1.1(a) is intended to or shall relieve the **Contractor** from the obligation of complying strictly with Articles 11, 27, 28, and 30. The **Contractor** is warned that unless such claims are completely set forth as herein required, the **Contractor** upon acceptance of the **Substantial Completion** payment pursuant to this Article 44, will have waived any such claims.

44.1.2 A **Final Approved Punch List**.

44.1.3 Where required, a request for an extension of time to achieve **Substantial Completion** or final extension of time.

44.2 The **Commissioner** shall issue a voucher calling for payment of any part or all of the balance due for **Work** performed under the **Contract**, including monies retained under Article 21, less any and all deductions authorized to be made by the **Commissioner**, under this **Contract** or by **Law**, and less twice the amount the **Commissioner** considers necessary to ensure the completion of the balance of the **Work** by the **Contractor**. Such a payment shall be considered a partial and not a final payment. No **Substantial Completion** payment shall be made under this Article 44 where the **Contractor** failed to complete the **Work** within the time fixed for such completion in the Schedule A of the General Conditions, or within the time to which completion may have been extended, until an extension or extensions of time for the completion of **Work** have been acted upon pursuant to Article 13.

44.3 No further partial payments shall be made to the **Contractor** after **Substantial Completion**, except the **Substantial Completion** payment and payment pursuant to any **Contractor's** requisition that were properly filed with the **Commissioner** prior to the date of **Substantial Completion**; however, the **Commissioner** may grant a waiver for further partial payments after the date of **Substantial Completion** to permit payments for change order **Work** and/or release of retainage and deposits pursuant to Articles 21 and 24. Such waiver shall be in writing.

44.4 The **Contractor** acknowledges that nothing contained in this Article 44 is intended to or shall in any way diminish the force and effect of Article 13.

ARTICLE 45. FINAL PAYMENT

45.1 After completion and **Final Acceptance** of the **Work**, the **Contractor** shall submit all required certificates and documents, together with a requisition for the balance claimed to be due under the **Contract**, less the amount authorized to be retained for maintenance under Article 24. Such submission shall be within 90 days of the date of the **Commissioner's** written determination of **Final Acceptance**, or within such additional time as may be granted by the **Commissioner** in writing. If the **Contractor** fails to submit all required certificates and documents within the time allowed, no payment of the balance claimed shall be made to the **Contractor** and the **Contractor** shall be deemed to have forfeited its right to payment of any balance claimed. A verified statement similar to that required in connection with applications for partial payments shall also be submitted to the **Commissioner**.

45.2 Amended Verified Statement of Claims: The **Contractor** shall also submit with the final requisition any amendments to the final verified statement of any pending dispute resolution procedures in accordance with the **PPB** Rules and this **Contract** and any and all alleged claims against the **City**, in any way connected with or arising out of this **Contract** (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) that have occurred subsequent to **Substantial Completion**, setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each such item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the **Contractor** claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay. With reference to each such claim, the **Commissioner**, the **Comptroller** and, in the event of litigation, the **City** Corporation Counsel shall have the same right to inspect, and to make extracts or copies of, the **Contractor's** books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this Article 45.2, is intended to or shall relieve the **Contractor** from the obligation of complying strictly with Articles 11, 27, 28, and 30. The **Contractor** is warned that unless such claims are completely set forth as herein required, the **Contractor**, upon acceptance of the Final Payment pursuant to Article 46, will have waived any such claims.

45.3 Preparation of Final Voucher: Upon determining the balance due hereunder other than on account of claims, the **Engineer** will prepare and certify, for the Commissioner's approval, a voucher for final payment in that amount less any and all deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**. In the case of a lump sum **Contract**, the **Commissioner** shall certify the voucher for final payment within thirty (30) **Days** from the date of completion and acceptance of the **Work**, provided all requests for extensions of time have been acted upon.

45.3.1 All prior certificates and vouchers upon which partial payments were made, being merely estimates made to enable the **Contractor** to prosecute the **Work** more advantageously, shall be subject to correction in the final voucher, and the certification of the **Engineer**

thereon and the approval of the **Commissioner** thereof, shall be conditions precedent to the right of the **Contractor** to receive any money hereunder. Such final voucher shall be binding and conclusive upon the **Contractor**.

45.3.2 Payment pursuant to such final voucher, less any deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**, shall constitute the final payment, and shall be made by the **Comptroller** within thirty (30) **Days** after the filing of such voucher in his/her office.

45.4 The **Contractor** acknowledges that nothing contained in this Article 45 is intended to or shall in any way diminish the force and effect of Article 13.

ARTICLE 46. ACCEPTANCE OF FINAL PAYMENT

46.1 The acceptance by the **Contractor**, or by anyone claiming by or through it, of the final payment, whether such payment be made pursuant to any judgment of any court, or otherwise, shall constitute and operate as a release of the **City** from any and all claims of and liability to the **Contractor** for anything heretofore done or furnished for the **Contractor** relating to or arising out of this **Contract** and the **Work** done hereunder, and for any prior act, neglect or default on the part of the **City** or any of its officials, agents or employees, excepting only a claim against the **City** for the amounts deducted or retained in accordance with the terms and provisions of this **Contract** or by **Law**, and excepting any claims, not otherwise waived, or any pending dispute resolution procedures which are contained in the verified statement filed with the **Contractor's** substantial and final requisitions pursuant to Articles 44and 45.

46.2 The **Contractor** is warned that the execution by it of a release, in connection with the acceptance of the final payment, containing language purporting to reserve claims other than those herein specifically excepted from the operation of this Article 46, or those for amounts deducted by the **Commissioner** from the final requisition or from the final payment as certified by the **Engineer** and approved by the **Commissioner**, shall not be effective to reserve such claims, anything stated to the **Contractor** orally or in writing by any official, agent or employee of the **City** to the contrary notwithstanding.

46.3 Should the **Contractor** refuse to accept the final payment as tendered by the **Comptroller**, it shall constitute a waiver of any right to interest thereon.

46.4 The **Contractor**, however, shall not be barred by this Article 46 from commencing an action for breach of **Contract** to the extent permitted by **Law** and by the terms of the **Contract** for any claims that are contained in the verified statement filed with the **Contractor's** substantial and final requisitions pursuant to Articles 44 and 45 or that arose after submission of the final payment requisition, provided that a detailed and verified statement of claim is served upon the contracting **Agency** and **Comptroller** not later than forty (40) **Days** after the making of such final payment by electronic funds transfer (EFT)or the mailing of such final payment. The statement shall specify the items upon which the claim will be based and any such claim shall be limited to such items.

ARTICLE 47. APPROVAL BY PUBLIC DESIGN COMMISSION

47.1 All works of art, including paintings, mural decorations, stained glass, statues, bas-reliefs, and other sculptures, monuments, fountains, arches, and other structures of a permanent character intendedfor ornament or commemoration, and every design of the same to be used in the performance of this **Contract**, and the design of all bridges, approaches, buildings, gates, fences, lamps, or structures to be erected, pursuant

to the terms of this **Contract**, shall be submitted to the Art Commission, d/b/a the Public Design Commission of the City of New York, and shall be approved by the Public Design Commission prior to the erection or placing in position of the same. The final payment shall not become due or payable under this **Contract** unless and until the Public Design Commission shall certify that the design for the **Work** herein contracted for has been approved by the said Public Design Commission, and that the same has been executed in substantial accordance with the design so approved, pursuant to the provisions of Chapter 37, Section 854 of the **City** Charter, as amended.

CHAPTER X: CONTRACTOR'S DEFAULT

ARTICLE 48. COMMISSIONER'S RIGHT TO DECLARE CONTRACTOR IN DEFAULT

48.1 In addition to those instances specifically referred to in other Articles herein, the **Commissioner** shall have the right to declare the **Contractor** in default of this **Contract** if:

48.1.1 The **Contractor** fails to commence **Work** when notified to do so by the **Commissioner**; or if

48.1.2 The **Contractor** shall abandon the **Work**; or if

48.1.3 The **Contractor** shall refuse to proceed with the **Work** when and as directed by the **Commissioner**; or if

48.1.4 The **Contractor** shall, without just cause, reduce its working force to a number which, if maintained, would be insufficient, in the opinion of the **Commissioner**, to complete the **Work** in accordance with the progress schedule; or if

48.1.5 The **Contractor** shall fail or refuse to increase sufficiently such working force when ordered to do so by the **Commissioner**; or if

48.1.6 The **Contractor** shall sublet, assign, transfer, convert or otherwise dispose of this **Contract** other than as herein specified; or sell or assign a majority interest in the **Contractor**; or if

48.1.7 The **Contractor** fails to secure and maintain all required insurance; or if

48.1.8 A receiver or receivers are appointed to take charge of the **Contractor's** property or affairs; or if

48.1.9 The **Commissioner** shall be of the opinion that the **Contractor** is or has been unnecessarily or unreasonably or willfully delaying the performance and completion of the **Work**, or the award of necessary subcontracts, or the placing of necessary material and equipment orders; or if

48.1.10 The **Commissioner** shall be of the opinion that the **Contractor** is or has been willfully or in bad faith violating any of the provisions of this **Contract**; or if

48.1.11 The **Commissioner** shall be of the opinion that the **Work** cannot be completed within the time herein provided therefor or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the

Commissioner's opinion, attributable to conditions within the **Contractor's** control; orif

48.1.12 The **Work** is not completed within the time herein provided therefor or within the time to which the **Contractor** may be entitled to have such completion extended; or if

48.1.13 Any statement or representation of the **Contractor** in the **Contract** or in any document submitted by the **Contractor** with respect to the **Work**, the **Project**, or the **Contract** (or for purposes of securing the **Contract**) was untrue or incorrect when made; or if

48.1.14 The **Contractor** or any of its officers, directors, partners, five (5%) percent shareholders, principals, or other persons substantially involved in its activities, commits any of the acts or omissions specified as the grounds for debarment in the **PPB** Rules.

48.2 Before the **Commissioner** shall exercise his/her right to declare the **Contractor** in default, the **Commissioner** shall give the **Contractor** an opportunity to be heard, upon not less than two (2) **Days**' notice.

ARTICLE 49. EXERCISE OF THE RIGHT TO DECLARE DEFAULT

49.1 The right to declare the **Contractor** in default for any of the grounds specified or referred to in Article 48 shall be exercised by sending the **Contractor** a notice, signed by the **Commissioner**, setting forth the ground or grounds upon which such default is declared (hereinafter referred to as a "Notice of Default").

49.2 The **Commissioner's** determination that the **Contractor** is in default shall be conclusive, final, and binding on the parties and such a finding shall preclude the **Contractor** from commencing a plenary action for any damages relating to the **Contract**. If the **Contractor** protests the determination of the **Commissioner**, the **Contractor** may commence an action in a court of competent jurisdiction of the State of New York under Article 78 of the New York Civil Practice Law and Rules.

ARTICLE 50. QUITTING THE SITE

50.1 Upon receipt of such notice the **Contractor** shall immediately discontinue all further operations under this **Contract** and shall immediately quit the **Site**, leaving untouched all plant, materials, equipment, tools, and supplies then on the **Site**.

ARTICLE 51. COMPLETION OF THE WORK

51.1 The **Commissioner**, after declaring the **Contractor** in default, may then have the **Work** completed by such means and in such manner, by contract with or without public letting, or otherwise, as he/she may deem advisable, utilizing for such purpose such of the **Contractor's** plant, materials, equipment, tools, and supplies remaining on the **Site**, and also such **Subcontractors**, as he/she may deem advisable.

51.2 After such completion, the **Commissioner** shall make a certificate stating the expense incurred in such completion, which shall include the cost of re-letting and also the total amount of liquidated damages (at the rate provided for in the **Contract**) from the date when the **Work** should have been completed by the **Contractor** in accordance with the terms hereof to the date of actual completion of the **Work**. Such certificate shall be binding and conclusive upon the **Contractor**, its sureties, and any person claiming under the **Contractor**, as to the amount thereof.

51.3 The 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**, shall be charged against and deducted out of monies which are earned by the **Contractor** prior to the date of default. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

ARTICLE 52. PARTIAL DEFAULT

52.1 In case the **Commissioner** shall declare the **Contractor** in default as to a part of the **Work** only, the **Contractor** shall discontinue such part, shall continue performing the remainder of the **Work** in strict conformity with the terms of this **Contract**, and shall in no way hinder or interfere with any **Other Contractor(s)** or persons whom the **Commissioner** may engage to complete the **Work** as to which the **Contractor** was declared in default.

52.2 The provisions of this Chapter relating to declaring the **Contractor** in default as to the entire **Work** shall be equally applicable to a declaration of partial default, except that the **Commissioner** shall be entitled to utilize for completion of the part of the **Work** as to which the **Contractor** was declared in default only such plant, materials, equipment, tools, and supplies as had been previously used by the **Contractor** on such part.

ARTICLE 53. PERFORMANCE OF UNCOMPLETED WORK

53.1 In completing the whole or any part of the **Work** under the provisions of this Chapter X, the **Commissioner** shall have the power to depart from or change or vary the terms and provisions of this **Contract**, provided, however, that such departure, change or variation is made for the purpose of reducing the time or expense of such completion. Such departure, change or variation, even to the extent of accepting a lesser or different performance, shall not affect the conclusiveness of the **Commissioner's** certificate of the cost of completion referred to in Article 51, nor shall it constitute a defense to an action to recover the amount by which such certificate exceeds the amount which would have been payable to the **Contractor** hereunder but for its default.

ARTICLE 54. OTHER REMEDIES

54.1 In addition to the right to declare the **Contractor** in default pursuant to this Chapter X, the **Commissioner** shall have the absolute right, in his/her sole discretion and without a hearing, to complete or cause to be completed in the same manner as described in Articles 51 and 53, any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the **Final Approved Punch List**. A written notice of the exercise of this right shall be sent to the **Contractor** who shall immediately quit the **Site** in accordance with the provisions of Article 50.

54.2 The expense of completion permitted under Article 54.1, including any and all related and incidental costs, as so certified by the **Commissioner**, shall be charged against and deducted out of monies which have been earned by the **Contractor** prior to the date of the exercise of the right set forth in Article 54.1; the balance of such monies, if any, subject to the other provisions of this **Contract**, to be paid to the **Contractor** without interest after such completion. Should the expense of such completion, as certified by

the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

54.3 The previous provisions of this Chapter X shall be in addition to any and all other remedies available under **Law** or in equity.

54.4 The exercise by the **City** of any remedy set forth herein shall not be deemed a waiver by the **City** of any other legal or equitable remedy contained in this **Contract** or provided under **Law**.

CHAPTER XI: MISCELLANEOUS PROVISIONS

ARTICLE 55. CONTRACTOR'S WARRANTIES

55.1 In consideration of, and to induce, the award of this **Contract** to the **Contractor**, the **Contractor** represents and warrants:

55.1.1 That it is financially solvent, sufficiently experienced and competent to performthe **Work**; and

55.1.2 That the facts stated in its bid and the information given by it pursuant to the Information for Bidders is true and correct in all respects; and

55.1.3 That it has read and complied with all requirements set forth in the **Contract**.

ARTICLE 56. CLAIMS AND ACTIONS THEREON

56.1 Any claim, that is not subject to dispute resolution under the **PPB** Rules or this **Contract**, against the **City** for damages for breach of **Contract** shall not be made or asserted in any action, 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 herein before provided.

56.2 Nor shall any action be instituted or maintained on any such claims unless such action is commenced within six (6) months after **Substantial Completion**; except that:

56.2.1 Any claims arising out of events occurring after **Substantial Completion** and before **Final Acceptance** of the **Work** shall be asserted within six (6) months of **Final Acceptance** of the **Work**;

56.2.2 If the **Commissioner** exercises his/her right to complete or cause to complete any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the **Final Approved Punch List** pursuant to Article 54, any such action shall be commenced within six (6) months from the date the **Commissioner** notifies the **Contractor** in writing that he/she has exercised such right. Any claims for monies deducted, retained or withheld under the provisions of this **Contract** shall be assertedwithin six (6) months after the date when such monies otherwise become due and payable hereunder; and

56.2.3 If the **Commissioner** exercises his/her right to terminate the **Contract** pursuant to Article 64, any such action shall be commenced within six (6) months of the date the **Commissioner** exercises said right.

ARTICLE 57. INFRINGEMENT

57.1 The **Contractor** shall be solely responsible for and shall defend, indemnify, and hold the **City** harmless from any and all claims (even if the allegations of the lawsuit are without merit) and 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 or completion of the **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**.

ARTICLE 58. NO CLAIM AGAINST OFFICIALS, AGENTS OR EMPLOYEES

58.1 No claim whatsoever shall be made by the **Contractor** against any official, agent or employee of the **City** for, or on account of, anything done or omitted to be done in connection with this **Contract**.

ARTICLE 59. SERVICE OF NOTICES

59.1 The **Contractor** hereby designates the business address, fax number, and email address specified in its bid, as the place where all notices, directions or other communications to the **Contractor** may be delivered, or to which they may be mailed. 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.

59.2 **Contractor's** notice address, email address, or fax number may be changed at any time by an instrument in writing, executed and acknowledged by the **Contractor**, and delivered to the **Commissioner**.

59.3 Nothing herein contained shall, however, be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the **Contractor** personally, or, if the **Contractor** is a corporation, upon any officer thereof.

ARTICLE 60. UNLAWFUL PROVISIONS DEEMED STRICKEN FROM CONTRACT

60.1 If this **Contract** contains any unlawful provision not an essential part of the **Contract** and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the **Contract** without affecting the binding force of the remainder.

ARTICLE 61. ALL LEGAL PROVISIONS DEEMED INCLUDED

61.1 It is the intent and understanding of the parties to this **Contract** that each and every provision of **Law** required to be inserted in this **Contract** shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this **Contract** shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the **Law** and without prejudice to the rights of either party hereunder.

ARTICLE 62. TAX EXEMPTION

62.1 The **City** is exempt from payment of Federal, State, and local taxes, including sales and compensating use taxes of the State of New York and its cities and counties on all tangible personal property sold to the **City** pursuant to the provisions of this **Contract**. These taxes are not to be included in bids. However, this exemption does not apply to tools, machinery, equipment or other property leased by or to the **Contractor**, **Subcontractor** or **Materialman** or to tangible personal property which, even though it is consumed, is not incorporated into the completed **Work** (consumable supplies) and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**. The **Contractor** and its **Subcontractors** and **Materialmen** shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property and upon all such consumable supplies and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**.

62.2 The **Contractor** agrees to sell and the **City** agrees to purchase all tangible personal property, other than consumable supplies and other tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**, that is required, necessary or proper for or incidental to the construction of the **Project** covered by this **Contract**. The sum paid under this **Contract** for such tangible personal property shall be in full payment and consideration for the sale of such tangible personal property.

62.2.1 The **Contractor** agrees to construct the **Project** and to perform all **Work**, labor and services rendered, necessary, proper or incidental thereto for the sum shown in the bid forthe performance of such **Work**, labor, and services, and the sum so paid pursuant to this **Contract** for such **Work**, labor, and services, shall be in full consideration for the performance by the **Contractor** of all its duties and obligations under this **Contract** in connection with said **Work,** labor, and services.

62.3 20 NYCRR Section 541.3(d) provides that a **Contractor**'s purchases of tangible personal property that is either incorporated into real property owned by a governmental entity or purchased for and sold to a governmental entity are exempt from sales and use tax. The **City** shall not pay sales tax for any such tangible personal property that it purchases from the **Contractor** pursuant to the **Contract.** With respect to such tangible personal property, the **Contractor**, at the request of the **City**, shall furnish to the **City** such bills of sale and other instruments as may be required by the **City**, properly executed, acknowledged and delivered assuring to the **City** title to such tangible personal property, free of liens and/or encumbrances, and the **Contractor** shall mark or otherwise identify all such tangible personal property as the property of the **City**.

62.4 Title to all tangible personal property to be sold by the **Contractor** to the **City** pursuant to the provisions of the **Contract** shall immediately vest in and become the sole property of the **City** upon delivery of such tangible personal property to the **Site**. Notwithstanding such transfer of title, the **Contractor** shall

have the full and continuing responsibility to install such tangible personal property in accordance with the provisions of this **Contract**, protect it, maintain it in a proper condition and forthwith repair, replace and make good any damage thereto, theft or disappearance thereof, and furnish additional tangible personal property in place of any that may be lost, stolen or rendered unusable, without cost to the **City**, until such time as the **Work** covered by the **Contract** is fully accepted by the **City**. Such transfer of title shall in no way affect any of the **Contractor's** obligations hereunder. In the event that, after title has passed to the **City**, any of the tangible personal property is rejected as being defective or otherwise unsatisfactory, title to all such tangible personal property shall be deemed to have been transferred back to the **Contractor**.

62.5 The purchase by **Subcontractors** or **Materialmen** of tangible personal property to be sold hereunder shall be a purchase or procurement for resale to the **Contractor** (either directly or through other **Subcontractors**) and therefore not subject to the aforesaid sales and compensating use taxes, provided that the subcontracts and purchase agreements provide for the resale of such tangible personal property and that such subcontracts and purchase agreements are in a form similar to this **Contract** with respect to the separation of the sale of consumable supplies and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work** from the **Work** and labor, services, and any other matters to be provided, and provided further that the subcontracts and purchase agreements provide separate prices for tangible personal property and all other services and matters. Such separation shall actually be followed in practice, including the separation of payments for tangible personal property from the payments for other **Work** and labor and other things to be provided.

62.6 The **Contractor** and its **Subcontractors** and **Materialmen** shall furnish a **Contractor** Exempt Purchase Certificate to all persons, firms or corporations from which they purchase tangible personal property for the performance of the **Work** covered by this **Contract**.

62.7 In the event any of the provisions of this Article 62 shall be deemed to be in conflict with any other provisions of this **Contract** or create any ambiguity, then the provisions of this Article 62 shall control.

ARTICLE 63. INVESTIGATION(S) CLAUSE

63.1 The parties to this **Contract** agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a United States, a State of New York (State) or a **City** governmental 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.

63.2 If any person who has been advised that his/her statement, and any information from such statement, will not be used against him/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**, the State, or any political subdivision or public authority thereof, or the Port Authority of NewYork and New Jersey, or any local development corporation within the **City**, or any public benefit corporation organized under the **Laws** of the State of New York, or;

63.3 If any person refuses to testify for a reason other than the assertion of his/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 interestin, 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;

63.4 The **Commissioner** 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.

63.5 If any non-governmental party to the hearing requests an adjournment, the **Commissioner** who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license, pending the final determination pursuant to Article 63.7 without the **City** incurring any penalty or damages for delay or otherwise.

63.6 The penalties which may attach after a final determination by the **Commissioner** may include but shall not exceed:

63.6.1 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

63.6.2 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 **Contract**, 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**.

63.7 The **Commissioner** shall consider and address in reaching his/her determination and inassessing an appropriate penalty the factors in Articles 63.7.1 and 63.7.2. The **Commissioner** may also consider, if relevant and appropriate, the criteria established in Articles 63.7.3 and 63.7.4, in addition to any other information which may be relevant and appropriate:

63.7.1 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.

63.7.2 The relationship of the person who refused to testify to any entity that is a party tothe 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 theperson has within the entity.

63.7.3 The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the **City**.

63.7.4 The effect a penalty may have on an unaffiliated and unrelated party or entity thathas a significant interest in an entity subject to penalties under Article 63.6, provided that the party

or entity has given actual notice to the **Commissioner** upon the acquisition of the interest, or at the hearing called for in Article 63.4, gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity shall present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

63.8 Definitions:

63.8.1 The term "license" or "permit" as used in this Article 63 shall be defined as a license, permit, franchise or concession not granted as a matter of right.

63.8.2 The term "person" as used in this Article 63 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.

63.8.3 The term "entity" as used in this Article 63 shall be defined as any firm, partnership, corporation, association, joint venture, or person that receives monies, benefits, licenses, leases, or permits from or through the **City** or otherwise transacts business with the **City**.

63.8.4 The term "member" as used in this Article 63 shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

63.9 In addition to and notwithstanding any other provision of this **Contract**, the **Commissioner** may in his/her sole discretion terminate this **Contract** upon not less than three (3) **Days'** written notice in the event the **Contractor** fails to promptly report in writing to the **Commissioner** of the Department of Investigations ("DOI") of the **City** any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the **City** or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this **Contract** by the **Contractor**, or affecting the performance of this **Contract**.

ARTICLE 64. TERMINATION BY THE CITY

64.1 In addition to termination pursuant to any other article of this **Contract**, the **Commissioner** may, at any time, terminate this **Contract** by written notice to the **Contractor**. In the event of termination, the **Contractor** shall, upon receipt of such notice, unless otherwise directed by the **Commissioner**:

64.1.1 Stop **Work** on the date specified in the notice;

64.1.2 Take such action as may be necessary for the protection and preservation of the **City's** materials and property;

64.1.3 Cancel all cancelable orders for material and equipment;

64.1.4 Assign to the **City** and deliver to the **Site** or another location designated by the **Commissioner**, any non-cancelable orders for material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract** and not incorporated in the **Work**;

64.1.5 Take no action which will increase the amounts payable by the **City** under this
64.1.5 **Contract**.

64.2 In the event of termination by the **City** pursuant to this Article 64, payment to the **Contractor** shall be in accordance with Articles 64.2.1, 64.2.2 or 64.2.3, to the extent that each respective article applies.

64.2.1 Lump Sum Contracts or Items: On all lump sum **Contracts**, or on lump sum items in a **Contract**, the **City** will pay the **Contractor** the sum of the amounts described in Articles 64.2.1(a) and 64.2.1(b), less all payments previously made pursuant to this **Contract**. On lump sum **Contracts** only, the **City** will also pay the **Contractor** an additional sum as provided in Article 64.2.1(c).

64.2.1(a) For **Work** completed prior to the notice of termination, the **Contractor** shall be paid a pro rata portion of the lump sum bid amount, plus approved change orders, based upon the percent completion of the **Work**, as determined by the **Commissioner**. For the purpose of determining the pro rata portion of the lump sum bid amount to which the **Contractor** is entitled, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be dispositive. The **Commissioner's** determination hereunder shall be final, binding, and conclusive.

64.2.1(b) For non-cancelable material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated in the **Work**, the **Contractor** shall be paid the lesser of the following, less salvage value:

64.2.1(b)(i) The Direct Cost, as defined in Article 64.2.4; or

64.2.1(b)(ii) The fair and reasonable value, if less than Direct Cost, of such material and equipment, plus necessary and reasonable delivery costs.

64.2.1(b)(iii) In addition, the **Contractor** shall be paid five (5%) percent of the amount described in Article 64.2.1(b)(i) or Article 64.2.1(b)(ii), whichever applies.

64.2.1(c) Except as otherwise provided in Article 64.2.1(d), on all lump sum **Contracts**, the **Contractor** shall be paid the percentage indicated below applied tothe difference between the total lump sum bid amount and the total of all payments made prior to the notice of termination plus all payments allowed pursuant to Articles 64.2.1(a) and 64.2.1(b):

64.2.1(c)(i) Five (5%) percent of the first five million ($5,000,000) dollars; and

64.2.1(c)(ii) Three (3%) percent of any amount between five million ($5,000,000) dollars and fifteen million ($15,000,000) dollars; plus

64.2.1(c)(iii) One (1%) percent of any amount over fifteen million ($15,000,000) dollars.

64.2.1(d) In the event the **City** terminates a lump sum **Contract** pursuant to this Article 64 within ninety (90) **Days** after registration of the **Contract** with the **Comptroller**, the **Contractor** shall be paid one (1%) percent of the difference between the lump sum bid amount and the total of all payments made pursuant to this Article 64.2.

64.2.2 Unit Price Contracts or Items: On all unit price **Contracts**, or on unit price items ina

Contract, the **City** will pay the **Contractor** the sum of the amounts described in Articles 64.2.2(a) and 64.2.2(b), less all payments previously made pursuant to this **Contract**:

64.2.2(a) For all completed units, the unit price stated in the **Contract**, and

64.2.2(b) For units that have been ordered but are only partially completed, the **Contractor** will be paid:

64.2.2(b)(i) A pro rata portion of the unit price stated in the **Contract** based upon the percent completion of the unit and

64.2.2(b)(ii) For non-cancelable material and equipment, payment willbe made pursuant to Article 64.2.1(b).

64.2.3 Time and Materials Contracts or Items Based on Time and Material Records: On all **Contracts** or items in a **Contract** where payment for the **Work** is based on time and material records, the **Contractor** shall be paid in accordance with Article 26, less all payments previously made pursuant to this **Contract**.

64.2.4 Direct Costs: Direct Costs as used in this Article 64.2 shall mean:

64.2.4(a) The actual purchase price of material and equipment, plus necessary and reasonable delivery costs,

64.2.4(b) The actual cost of labor involved in construction and installation at the **Site**, and

64.2.4(c) The actual cost of necessary bonds and insurance purchased pursuant to requirements of this **Contract** less any amounts that have been or should be refunded by the **Contractor's** sureties or insurance carriers.

64.2.4(d) Direct Costs shall not include overhead.

64.3 In no event shall any payments under this Article 64 exceed the **Contract** price for such items.

64.4 All payments pursuant to Article 64 shall be in the nature of liquidated damages and shall be accepted by the **Contractor** in full satisfaction of all claims against the **City**.

64.5 The **City** may deduct or set off against any sums due and payable pursuant to this Article 64, any deductions authorized by this **Contract** or by **Law** (including but not limited to liquidated damages) and any claims it may have against the **Contractor**. The **City's** exercise of the right to terminate the **Contract** pursuant to this Article 64 shall not impair or otherwise effect the **City's** right to assert any claims it may have against the **Contractor** in a plenary action.

64.6 Where the **Work** covered by the **Contract** has been substantially completed, as determined in writing by the **Commissioner**, termination of the **Work** shall be handled as an omission of **Work** pursuant to Articles 29 and 33, in which case a change order will be issued to reflect an appropriate reduction in the **Contract** sum, or if the amount is determined after final payment, such amount shall be paid by the **Contractor**.

ARTICLE 65. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

65.1 This **Contract** shall be deemed to be executed in the **City** 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 and the **Laws** of the United States, where applicable.

65.2 The parties agree that any and all claims asserted against the **City** arising under this **Contract** or related thereto shall be heard and determined in the courts of the State of New York ("New York State Courts") located in the **City** and County of New York. To effect this **Contract** and intent, the **Contractor** agrees:

65.2.1 If the **City** initiates any action against the **Contractor** in Federal court or in a New York State Court, service of process may be made on the **Contractor** either in person, wherever such **Contractor** may be found, or by registered mail addressed to the **Contractor** at its address as set forth in this **Contract**, or to such other address as the **Contractor** may provide to the **City** in writing; and

65.2.2 With respect to any action between the **City** and the **Contractor** in a New York State Court, the **Contractor** hereby expressly waives and relinquishes any rights it might otherwise have:

65.2.2(a) To move to dismiss on grounds of forum non conveniens;

65.2.2(b) To remove to Federal Court; and

65.2.2(c) To move for a change of venue to a New York State Court outside New York County.

65.2.3 With respect to any action brought by the **City** against the **Contractor** in a Federal Court located in the **City**, the **Contractor** expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a Federal Court outside the **City**.

65.2.4 If the **Contractor** commences any action against the **City** in a court located other than in the **City** and County of New York, upon request of the **City**, the **Contractor** shall either consent to a transfer of the action to a New York State Court of competent jurisdiction located in the **City** and County of New York or, if the Court where the action is initially brought will not or cannot transfer the action, the **Contractor** shall consent to dismiss such action without prejudice and may thereafter reinstate the action in a New York State Court of competent jurisdiction in New York County.

65.3 If any provision(s) of this Article 65 is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

ARTICLE 66. PARTICIPATION IN AN INTERNATIONAL BOYCOTT

66.1 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 ofthe Federal Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce (Commerce Department) promulgated thereunder.

66.2 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 for 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/her option, render forfeit and void this **Contract**.

66.3 The **Contractor** shall comply in all respects, with the provisions of Section 6-114 of the Administrative Code and the rules and regulations issued by the **Comptroller** thereunder.

ARTICLE 67. LOCALLY BASED ENTERPRISE PROGRAM

67.1 This **Contract** is subject to the requirements of Section 6-108.1 of the Administrative Code and regulations promulgated thereunder. No construction contract shall be awarded unless and until these requirements have been complied with in their entirety; however, compliance with this Article 67 is not required if the Agency sets Subcontractor Participation Goals for Minority- and Women-Owned Business Enterprises (M/WBEs).

67.2 Unless specifically waived by the **Commissioner** with the approval of the Division of Economic and Financial Opportunity of the **City** Department of Business Services, if any portion of the **Contract** is subcontracted, not less than ten (10%) percent of the total dollar amount of the **Contract** shall be awarded to locally based enterprises (LBEs); except that where less than ten (10%) percent of the total dollar amount of the **Contract** is subcontracted, such lesser percentage shall be so awarded.

67.3 The **Contractor** shall not require performance and payment bonds from LBE **Subcontractors**.

67.4 If the **Contractor** has indicated prior to award that no **Work** will be subcontracted, no **Work** shall be subcontracted without the prior approval of the **Commissioner**, which shall be granted only if the **Contractor** makes a good faith effort beginning at least six (6) weeks before the **Work** is to be performed to obtain LBE **Subcontractors** to perform the **Work**.

67.5 If the **Contractor** has not identified sufficient LBE **Subcontractors** prior to award, it shall sign a letter of compliance stating that it complies with Section 6-108.1 of the Administrative Code, recognizes that achieving the LBE requirement is a condition of its **Contract**, and shall submit documentation demonstrating its good faith efforts to obtain LBEs. After award, the **Contractor** shall begin to solicit LBE's to perform subcontracted **Work** at least six (6) weeks before the date such **Work** is to be performed and shall demonstrate that a good faith effort has been made to obtain LBEs on each subcontract until it meets the required percentage.

67.6 Failure of the **Contractor** to comply with the requirements of Section 6-108.1 of the Administrative Code and the regulations promulgated thereunder shall constitute a material breach of this **Contract**. Remedy for such breach may include the imposition of any or all of the following sanctions:

67.6.1 Reducing the **Contractor's** compensation by an amount equal to the dollar value of the percentage of the LBE subcontracting requirement not complied with;

67.6.2 Declaring the **Contractor** in default;

67.6.3 If the **Contractor** is an LBE, de-certifying and declaring the **Contractor** ineligible to participate in the LBE program for a period of up to three (3) years.

ARTICLE 68. ANTITRUST

68.1 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 New York State or of the United States relating to the particular goods or services purchased or procured by the **City** under this **Contract**.

ARTICLE 69. MacBRIDE PRINCIPLES PROVISIONS

69.1 Notice To All Prospective **Contractors**:

69.1.1 Local Law No. 34 of 1991 became effective on September 10, 1991 and added Section 6-115.1 of the Administrative Code. The local **Law** provides for certain restrictions on **City Contracts** to express the opposition of the people of the **City** to employment discrimination practices in Northern Ireland to promote freedom of work-place opportunity.

69.1.2 Pursuant to Section 6-115.1, prospective **Contractors** for **Contracts** to provide goods or services involving an expenditure of an amount greater than ten thousand ($10,000.) dollars, or for construction involving an amount greater than fifteen thousand ($15,000.) dollars, are asked to sign a rider in which they covenant and represent, as a material condition of their **Contract**, that any business operations in Northern Ireland conducted by the **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** will be conducted in accordance with the MacBride Principles of nondiscrimination in employment.

69.1.3 Prospective **Contractors** are not required to agree to these conditions. However, in the case of **Contracts** let by competitive sealed bidding, whenever the lowest responsible bidder has not agreed to stipulate to the conditions set forth in this notice and another bidder who has agreed to stipulate to such conditions has submitted a bid within five (5%) percent of the lowest responsible bid for a **Contract** to supply goods, services or contraction of comparable quality, the **Agency** shall refer such bids to the Mayor, the Speaker or other officials, as appropriate, who may determine, in accordance with applicable **Law**, that it is in the best interest of the **City** that the **Contract** be awarded to other than the lowest responsible pursuant to Section 313(b)(2) of the **City** Charter.

69.1.4 In the case of **Contracts** let by other than competitive sealed bidding, if a prospective **Contractor** does not agree to these conditions, no **Agency**, elected official or the **City** Council shall award the **Contract** to that bidder unless the **Agency** seeking to use the goods, services or construction certifies in writing that the **Contract** is necessary for the **Agency** to perform its functions and there is no other responsible **Contractor** who will supply goods, services or construction of comparable quality at a comparable price.

69.2 In accordance with Section 6-115.1 of the Administrative Code, the **Contractor** stipulates that such **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** either:

69.2.1 Have no business operations in Northern Ireland, or

69.2.2 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.

69.3 For purposes of this Article, the following terms shall have the following meanings:

69.3.1 "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of work-place opportunity which require employers doing business in Northern Ireland to:

69.3.1(a) increase the representation of individuals from under-represented religious groups in the workforce, including managerial, supervisory, administrative, clerical and technical jobs;

69.3.1(b) take steps to promote adequate security for the protection of employees from under-represented religious groups both at the work-place and while traveling toand from **Work**;

69.3.1(c) ban provocative religious or political emblems from the workplace;

69.3.1(d) publicly advertise all job openings and make special recruitment efforts to attract applicants from under-represented religious groups;

69.3.1(e) establish layoff, recall, and termination procedures which do not in practice favor a particular religious group;

69.3.1(f) abolish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;

69.3.1(g) develop training programs that will prepare substantial numbers of current employees from under-represented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade, and improve the skills of workers from under-represented religious groups;

69.3.1(h) establish procedures to asses, identify, and actively recruit employees from under-represented religious groups with potential for further advancement; and

69.3.1(i) appoint a senior management staff member to oversee affirmative actionefforts and develop a timetable to ensure their full implementation.

69.4 The **Contractor** agrees that the covenants and representations in Article 69.2 are material conditions to this **Contract**. In the event the **Agency** receives information that the **Contractor** who made the stipulation required by this Article 69 is in violation thereof, the **Agency** shall review such information and give the **Contractor** an opportunity to respond. If the **Agency** finds that a violation has occurred, the **Agency** shall have the right to declare the **Contractor** in default in default and/or terminate this **Contract** for cause and procure supplies, services or **Work** from another source in the manner the **Agency** deems proper. In the event of such termination, the **Contractor** shall pay to the **Agency**, or the **Agency** in its sole discretion may withhold from any amounts otherwise payable to the **Contractor**, the difference between the **Contract** price for the uncompleted portion of this **Contract** and the cost to the **Agency** of completing performance of this **Contract** either itself or by engaging another **Contractor** or **Contractors**. In the case of a requirement **Contract**, the **Contractor** shall be liable for such difference in price for the entire amount of supplies required by the **Agency** for the uncompleted term of **Contractor's Contract**. In the case of a construction **Contract**, the **Agency** shall also have the right to hold the **Contractor** in partial or total default in

accordance with the default provisions of this **Contract**, and/or may seek debarment or suspension of the **Contractor**. The rights and remedies of the **Agency** hereunder shall be in addition to, and not in lieu of, any rights and remedies the **Agency** has pursuant to this **Contract** or by operation of **Law**.

ARTICLE 70. ELECTRONIC FILING/NYC DEVELOPMENT HUB

70.1 The **Contractor** shall electronically file all alteration type-2 and alteration type-3 applications via the New York City Development Hub Web site, except applications for the following types of minor alterations: enlargements, curb cuts, legalizations, fire alarms, builders pavement plans, and jobs filed on Landmark Preservation Commission calendared properties. All such filings must be professionally certified. Information about electronic filing via the New York City Development Hub is available on the **City** Department of Buildings Web site at www.nyc.gov/buildings.

ARTICLE 71. PROHIBITION OF TROPICAL HARDWOODS

71.1 Tropical hardwoods, as defined in Section 165 of the New York State Finance Law (Finance Law), shall not be utilized in the performance of this **Contract** except as expressly permitted by Section 165 of the Finance Law.

ARTICLE 72. CONFLICTS OF INTEREST

72.1 Section 2604 of the **City** Charter and other related provisions of the **City** Charter, the Administrative Code, and the Penal Law are applicable under the terms of this **Contract** in relation to conflicts of interest and shall be extended to **Subcontractors** authorized to perform **Work**, labor and services pursuant to this **Contract** and further, it shall be the duty and responsibility of the **Contractor** to so inform its respective **Subcontractors**. Notice is hereby given that, under certain circumstances, penalties may be invoked against the donor as well as the recipient of any form of valuable gift.

ARTICLE 73. MERGER CLAUSE

73.1 The written **Contract** herein, contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this **Contract** shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

ARTICLE 74. STATEMENT OF WORK

74.1 The **Contractor** shall furnish all labor and materials and perform all **Work** in strictaccordance with the **Specifications** and **Addenda** thereto, numbered as shown in Schedule A.

ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR

75.1 The **City** will pay and the **Contractor** will accept in full consideration for the performance of the **Contract**, subject to additions and deductions as provided herein, the total sum shown in Schedule A, this said sum being the amount at which the **Contract** was awarded to the **Contractor** at a public letting thereof, based upon the **Contractor's** bid for the **Contract**.

ARTICLE 76. ELECTRONIC FUNDS TRANSFER

76.1 In accordance with Section 6-107.1 of the Administrative Code, the **Contractor** agrees to accept payments under this **Contract** from the **City** by electronic funds transfer (EFT). An EFT 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 **Contract**, the **Contractor** shall designate one financial institution or other authorized payment agent and shall complete the attached "EFT Vendor Payment Enrollment Form" in order to provide the Commissioner of the **City** Department of Finance with information necessary for the **Contractor** to receive electronic funds transfer payments through a 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 **Contract**. The account information supplied by the **Contractor** to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by **Law**.

76.2 The **Commissioner** may waive the application of the requirements of this Article 76 to payments on contracts entered into pursuant to Section 315 of the **City** Charter. 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 Article 76 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 interest of the **City**.

ARTICLE 77. RECORDS RETENTION

77.1 The **Contractor** agrees to retain all books, records, and other documents relevant to this **Contract** for six years after the final payment or termination of this **Contract**, whichever is later. **City**, state, and federal auditors and any other persons duly authorized by the **City** shall have full access to and the right to examine any such books, records, and other documents during the retention period.

ARTICLE 78. EXAMINATION AND VIEWING OF SITE, CONSIDERATION OF OTHER SOURCES OF INFORMATION AND CHANGED SITE CONDITIONS

78.1 Pre-Bidding (Investigation) Viewing of Site – Bidders must carefully view and examine the **Site** of the proposed **Work**, as well as its adjacent area, and seek other usual sources of information, for they will be conclusively presumed to have full knowledge of any and all conditions and hazards on, about or above the **Site** relating to or affecting in any way the performance of the **Work** to be done under the **Contract** that were or should have been known by a reasonably prudent bidder. To arrange a date for visiting the **Site**,

bidders are to contact the **Agency** contact person specified in the bid documents.

78.2 Should the **Contractor** encounter during the progress of the Work site conditions or environmental hazards at the **Site** materially differing from any shown on the **Contract Drawings** or indicated in the **Specifications** or such conditions or environmental hazards as could not reasonablyhave been anticipated by the **Contractor**, which conditions or hazards will materially affect the cost of the **Work** to be done under the **Contract**, the attention of the **Commissioner** must be called immediately to such conditions or hazards before they are disturbed. The **Commissioner** shall thereupon promptly investigate the conditions or hazards. If the **Commissioner** finds that they do so materially differ, and that they could not have been reasonably anticipated by the **Contractor**, the **Contract** may be modified with the **Commissioner**'s written approval.

ARTICLE 79. PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT

ARTICLE I. M/WBE PROGRAM

Section 6-129 of the Administrative Code of the City of New York ("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.

References to MBEs or WBEs shall also include such businesses certified pursuant to the executive law where credit is required by section 311 of the New York City Charter or other provision of law.

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 1 to this Contract (see Page 1, Line 1 Total Participation Goals) or will be set forth on Schedule B, Part 1 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 DSBS 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 2 (see Pages1-2) 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; (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; as well as the name, addresses, and telephone numbers of the M/WBE subcontractors if required by the solicitation; and (d) the prospective contractor's required certification and affirmations. 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 2 (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 non- responsive.

(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 2 (see Pages 1-2) 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; (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; as well as the name, addresses, and telephone numbers of the M/WBE subcontractors if required by the solicitation; and (d) the prospective contractor's required certification and affirmations. 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 2). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART 3). 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 multi- year 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 city-certified 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) 513-6451, or by visiting or writing DSBS at One Liberty Plaza ., New York, New York, 10006, 11th 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 3 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 by email at MWBEModification@ddc.nyc.gov. Full or partial waiver requests that are received later than seven (7) calendar days prior to the date and time the bids, proposals, or Task Orders are due may be rejected as untimely.** Bidders, proposers, or contractors, as applicable, who have submitted timely 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 the Contractor was required to identify in its bid or proposal the MBEs and/or WBEs they intended to use in connection with the performance of the Contract or Task Order, substitutions to the identified firms may only be made with the approval of the Agency, which shall only be given when the Contractor has proposed to use a firm that would satisfy the Participation Goals to the same extent as the firm previously identified, unless the Agency determines that the Contractor has established, with appropriate documentary and other evidence, that it made reasonable, good faith efforts. In making such determination, the Agency shall require evidence of the

efforts listed in Section 11(a) above, as applicable, along with any other relevant factors.

13. 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.

14. 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.

15. 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

The Contractor shall take notice that, if this solicitation requires the establishment of a 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.

1. Pursuant to DSBS rules, construction contracts that include a requirement for a 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.

2. 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.

3. Prospective contractors are encouraged to enter into qualified joint venture agreements with MBEs and/or WBEs as defined by Section 6-129(c)(30).

4. 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 PASSPort as caution data.

PERFORMANCE BOND #2

Performance Bond #2 (4 pages): Use if the total contract price is more than $5 Million.

PERFORMANCE BOND #2 (Page 1)

PERFORMANCE BOND #2KNOW ALL PERSONS BY THESE PRESENTS:,

That we, Triumph Construction Corp.

1354 Seneca Avenue, Bronx, NY 10474-4812

hereinafter referred to as the "Principal,"
and, Liberty Mutual Insurance Company

1200 MacArthur Boulevard, 3rd Floor, Mahwah, NJ 07430

hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns in the penal sum of Twelve Million Four Hundred Ninety Two Thousand Six Hundred Fifty Five

and 90/100 Dollars

($ 12,492,655.90) Dollars, lawful money of the United States for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for

Project ID: HWX402 - Reconstruction of Bruner Avenue & Ely Avenue, Etc. - Including Sewers, Water Mains,

Street Lighting, and Traffic Work Together With All Work Incidental Thereto - Borough of Bronx - City of New York

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth infull;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the Cityfrom all cost and damage which it may suffer by reason of the Principal's default of the Contract, and shall fully reimburse and repay the City for all outlay and expense which the City may incur in making

good any such default and shall protect the said City of New York against, and pay any and all amounts,damages, cost and judgments which may or shall be recovered against said City or its officers or agents orwhich the said City of New York may be called upon to pay any person or corporation by reason of anydamages arising or growing out of the Principal's default of the Contract, then this obligation shall be nulland void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the Citythat the City has determined that the Principal is in default of the Contract, to either (1) pay the full amount of the above penal sum in complete discharge and exoneration of this bond and of all the liabilities of the Surety relating to this bond, or (2) fully perform and complete the Work to be performed under theContract, pursuant to the terms, conditions, and covenants thereof. The Surety (Sureties) further agrees, at its option, either to tender the penal sum or to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereoffrom the City and to complete all Work within the time set forth in the Contract or such other time as agreed to between the City and Surety in accordance with the Contract. The Surety and the City reserveall rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to commence and to complete all Work as provided herein.

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected byany extension of time, modification, omission, addition, or change in or to the said Contract or the Workto be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any Work to be performed or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal.

IN WITNESS WHEREOF, The Principal and the Surety (Sureties) have hereunto set their hands and seals,and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this

21st day of May 20 25.

(Seal)

Triumph Construction Corp. (L.S.)
Principal

(Seal)

By: _____

Surety
Liberty Mutual Insurance Company

By: _____
Dana Montagna, Attorney-in-Fact
Surety

(Seal)

By: _____
Surety

(Seal)

By: _____
Surety

(Seal)

By: _____
Surety

(Seal)

By: _____

Bond Premium Rate $17/$10/$7.50/$7/$6.50 (PB)
$2.30/$2/$1.75/$1.50/$1.40 (MB)

Bond Premium Cost $114,698.00 (PB) + $30,398.00 (MB) = Total: $145,096.00

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by aduly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the numberof counterparts of the Contract.

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of New York County of BRONX ss:

On this 21 day of MAY, 20 25 before me personally came CARLO CUZZI,
to me known, who, being by me duly sworn did depose and say that he resides at NEW ROCHELLE, NEW YORK ; that he/she is the PRESIDENT of the corporation described in and which executed the foregoing instrument; 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.

Notary Public - State of New York
No. 01CH6174232
Qualified in Bronx County
My Commission Expires March 14, 2028

ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, 20 _____ before me personally came _____,
to me known, who, being by me duly sworn did depose and say that he/she resides at _____
_____; that he/she is _____ partner of _____, a limited/general partnership existing under the laws of the State of _____, the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said partnership.

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____, 20 _____ before me personally came _____,
to me known, who, being by me duly sworn did depose and say that he/she resides at _____
_____, and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

* * * * * * * *

Affix Acknowledgments and Justification of Sureties.

SURETY ACKNOWLEDGMENT

State of **New Jersey**

County of **Morris**

On this **21st** day of **May**, **2025**

Before me personally came **Dana Montagna** to me known, who being by me duly sworn, did depose and say that he/she is an Attorney-in-Fact of **Liberty Mutual Insurance Company** the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he/she signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

LINDSAY A DANIELSON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MAY 30, 2029
COMMISSION: #50222469

My commission expires _____

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8212483 - 992416

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cheryl R. Coleman, Christopher Tong, Dana Montagna, Michael Sinzer, Michelle L. Morris- Tennard, Sandra A. Pace

all of the city of Whippany state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of September, 2024.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 24th day of September, 2024 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21ST day of MAY, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Liberty Mutual SURETY

LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT – DECEMBER 31, 2024

Assets

Cash and Bank Deposits	$4,608,826,756.00
*Bonds – U.S Government	$4,281,375,446.74
*Other Bonds	$21,566,489,527.26
*Stocks	$15,589,644,012.00
Real Estate	$86,497,925.00
Agents' Balances or Uncollected Premiums	$7,512,975,129.00
Accrued Interest and Rents	$225,249,712.00
Other Admitted Assets	$19,367,663,200.00
Total Admitted Assets	**$74,539,483,661.00**

Liabilities

Unearned Premiums	$9,890,896,878.00
Reserve for Claims and Claims Expense	$29,467,071,865.00
Funds Held Under Reinsurance Treaties	$341,948,172.00
Reserve for Dividends to Policyholders	$954,025.00
Additional Statutory Reserve	$150,547,865.00
Reserve for Commissions, Taxes and Other Liabilities	$5,049,906,410.00
Total	**$47,104,416,171.00**
Special Surplus Funds	$174,153,086.00
Capital Stock	$10,000,075.00
Paid in Surplus	$13,209,595,772.00
Unassigned Surplus	$13,415,980,561.00
Surplus to Policyholders	$27,435,067,490.00
Total Liabilities and Surplus	**$74,539,483,661.00**

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2024, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2025.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

Timothy A. Mikolajewski

Timothy A. Mikolajewski, Assistant Secretary

LMS-1262/LMIC

STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

It is hereby certified that

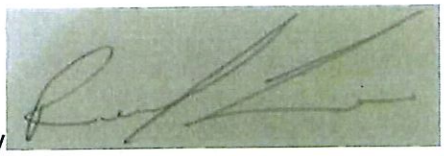
Liberty Mutual Insurance Company
of Boston, Massachusetts

a corporation organized under the laws of Massachusetts and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $23,463,489,156. (Capital $10,000,000), as is shown by its sworn financial statement for the quarter ending, December 31, 2023, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have here-unto set my hand and affixed the official seal of this Department at the City of Albany, this 2nd day of April 2024.

Adrienne A. Harris
Superintendent

By 

Rawle Lewis
Special Deputy Superintendent

PAYMENT BOND

Use for any contract for which a Payment Bond is required.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we,

Triumph Construction Corp.

1354 Seneca Avenue, Bronx, NY 10474-4812

hereinafter referred to as the "Principal", and

Liberty Mutual Insurance Company

1200 MacArthur Boulevard, 3rd Floor, Mahwah, NJ 07430

hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns, in the penal sum of

Twelve Million Four Hundred Ninety Two Thousand Six Hundred Fifty Five and 90/100 Dollars

($12,492,655.90) Dollars, lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for

Project ID: HWX402 - Reconstruction of Bruner Avenue & Ely Avenue, Etc. -

Including Sewers, Water Mains, Street Lighting, and Traffic Work Together With All

Work Incidental Thereto - Borough of Bronx - City of New York

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns and other Subcontractors to whom Work under this Contract is sublet and his or their successors and assigns shall promptly pay or cause to be paid all lawful claims for

(a) Wages and compensation for labor performed and services rendered by all persons engaged in the prosecution of the Work under said Contract, and any amendment or extension thereof or addition thereto, whether such persons be agents servants or employees of the Principal or any such Subcontractor, including all persons so engaged who perform the work of laborers or mechanics at or in the vicinity of the site of the Project regardless of any contractual relationship between the Principal or such Subcontractors, or his or their successors or assigns, on the one hand and such laborers or mechanics on the other, but not including office employees not regularly stationed at the site of the project; and

(b) Materials and supplies (whether incorporated in the permanent structure or not), as well as teams, fuels, oils, implements or machinery furnished, used or consumed by said Principal or any subcontractor at or in the vicinity of the site of the Project in the prosecution of the Work under said Contract and any amendment or extension thereof or addition thereto; then this obligation shall be void, otherwise to remain infull force and effect.

This bond is subject to the following additional conditions, limitations and agreements:

(a) The Principal and Surety (Sureties) agree that this bond shall be for the benefit of any materialmen or laborer having a just claim, as well as the City itself.

(b) All persons who have performed labor, rendered services or furnished materials and supplies,as aforesaid, shall have a direct right of action against the Principal and his, its or their successors and assigns, and the Surety (Sureties) herein, or against either or both or any of them and their successors and assigns. Such persons may sue in their own name, and may prosecute the suit to judgment and execution without the necessity of joining with any other persons as party plaintiff.

(c) The Principal and Surety (Sureties) agree that neither of them will hold the City liable for any judgment for costs of otherwise, obtained by either or both of them against a laborer or materialman in a suit brought by either a laborer or materialman under this bond for moneys allegedly due for performing work or furnishing material.

(d) The Surety (Sureties) or its successors and assigns shall not be liable for any compensation recoverable by an employee or laborer under the Workmen's Compensation Law.

(e) In no event shall the Surety (Sureties), or its successors or assigns, be liable for a greater sum than the penalty of this bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm, or corporation hereunder later than two years after the complete performance of said Contract and final settlement thereof.

The Principal, for himself and his successors and assigns, and the Surety (Sureties), for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the rightof the City to require a bond containing the foregoing provisions, and they do hereby further expressly waiveany defense which they or either of them might interpose to an action brought hereon by any person, firm or corporation, including subcontractors, materialmen and third persons, for work, labor, services, supplies or material performed rendered, or furnished as aforesaid upon the ground that there is no law authorizing the City to require the foregoing provisions to be place in this bond.

And the Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties), and its bonds shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or of the said Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any part thereof, or of any Work to be performed, or any moneys due to become due thereunder and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, Subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done or in relation to said Principal.

IN WITNESS WHEREOF, the Principal and the Surety (Sureties) have hereunto set their handsand seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this 21st day of May, 2025.

(Seal)

Triumph Construction Corp. (L.S.)Principal

By:

(Seal)

Liberty Mutual Insurance Company Surety

By:

Dana Montagna, Attorney-in-Fact

(Seal)

Surety

By:

(Seal)

Surety

By:

(Seal)

Surety

By:

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by aduly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the numberof counterparts of the Contract.

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of BRONX ss:

On this 21 day of MAY, 2025, before me personally came CARLO CUZZI to me known, who, being by me duly sworn did depose and say that he resides at NEW ROCHELLE, NEW YORK that he is the PRESIDENT of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Denise Chavier
Notary Public - State of New York
No. 01CH6174232
Qualified in Bronx County
My Commission Expires March 14, 2028

Denise Chavier
Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, _____, before me personally appeared _____ to me known, and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument; and he acknowledged to me that he executed the same as and for the act and deed of said firm.

_____
Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____, _____, before me personally appeared _____ to me known, and known to me to be the person described in and who executed the foregoing instrument; and acknowledged that he executed the same.

_____
Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bondis executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

* * * * * * * *

Affix Acknowledgments and Justification of Sureties.

SURETY ACKNOWLEDGMENT

State of **New Jersey**

County of **Morris**

On this **21st** day of **May**, **2025**

Before me personally came **Dana Montagna** to me known, who being by me duly sworn, did depose and say that he/she is an Attorney-in-Fact of **Liberty Mutual Insurance Company** the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he/she signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

LINDSAY A DANIELSON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MAY 30, 2029
COMMISSION: #50222469

My commission expires _____ _____

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8212483 - 992416

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cheryl R. Coleman, Christopher Tong, Dana Montagna, Michael Sinzer, Michelle L. Morris- Tennard, Sandra A. Pace

all of the city of Whippany state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of September, 2024.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 24th day of September, 2024 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21ST day of MAY, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Liberty Mutual SURETY

LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT – DECEMBER 31, 2024

Assets

Cash and Bank Deposits	$4,608,826,756.00
*Bonds – U.S Government	$4,281,375,446.74
*Other Bonds	$21,566,489,527.26
*Stocks	$15,589,644,012.00
Real Estate	$86,497,925.00
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Accrued Interest and Rents	$225,249,712.00
Other Admitted Assets	$19,367,663,200.00
Total Admitted Assets	**$74,539,483,661.00**

Liabilities

Unearned Premiums	$9,890,896,878.00
Reserve for Claims and Claims Expense	$29,467,071,865.00
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Unassigned Surplus	$13,415,980,561.00
Surplus to Policyholders	$27,435,067,490.00
Total Liabilities and Surplus	**$74,539,483,661.00**

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2024, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2025.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

Timothy A. Mikolajewski

Timothy A. Mikolajewski, Assistant Secretary

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

LMS-1262/LMIC

STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

It is hereby certified that

Liberty Mutual Insurance Company
of Boston, Massachusetts

a corporation organized under the laws of Massachusetts and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $23,463,489,156. (Capital $10,000,000), as is shown by its sworn financial statement for the quarter ending, December 31, 2023, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have here-unto set my hand and affixed the official seal of this Department at the City of Albany, this 2nd day of April 2024.

Adrienne A. Harris
Superintendent

By 

Rawle Lewis
Special Deputy Superintendent

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/20/2025

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 have ADDITIONAL INSURED provisions or 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	CONTACT NAME:	
Brown & Brown Insurance Services, Inc. 1133 Westchester Avenue Suite N-136 White Plains NY 10604	PHONE (A/C, No, Ext): (914) 337-1833	FAX (A/C, No):
	E-MAIL ADDRESS: triumphcertificates@bbrown.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Clear Blue Insurance Company	28860
INSURER B :	Liberty Mutual Fire Insurance Company	23035
INSURER C :	Employers Insurance Company of Wausau	21458
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Triumph Construction Corp
1354 Seneca Ave
Bronx NY 10474

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ X, C, U Included ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	CZ01TPNYGL230001-01	01/01/2025	01/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Total Policy Aggregate	$ 2,000,000 $ 300,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 10,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	AS2-611-C0B44C-025	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	Y	Y	CZ11TPNY3X230605-01	01/01/2025	01/01/2026	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
C	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	Y	WCC-611-C0B44C-035	01/01/2025	01/01/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	USL&H/Long Shore $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Excess Liability - Second Layer	Y	Y	CZ12TPNY5X230835-01	01/01/2025	01/01/2026	Each Occurrence Aggregate XS over GL only	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project # HWX402 Reconstruction of Bruner Avenue and Ely Avenue, ETC.

City of New York, including its officials and employees; The New York City Transit Authority (NYCTA), Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), Staten Island Rapid Transit Operation Authority (SIRTOA), Metropolitan Transportation Authority (MTA), its subsidiaries and affiliated companies; The Metro North Railroad (MNRR), Metropolitan Transportation Authority (MTA), its subsidiaries and affiliated companies; Empire City Subway Company, LTD; Empire City Subway Company, LTD are included as an additional insured and coverage applies on a primary and non-contributory basis on the general liability, automobile, and

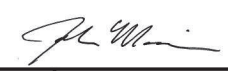
CERTIFICATE HOLDER

New York City Department of Design and 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



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AGENCY CUSTOMER ID: 00170275

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Brown & Brown Insurance Services, Inc.	Triumph Construction Corp
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

excess liability policies per the attached endorsements/forms if required by written contract. Waiver of Subrogation applies on the general liability, automobile, excess liability, and workers' compensation policies per the attached endorsements/forms, if required by written contract.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: As Required by Written Contract executed prior to any claim or “suit.”
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As Required by Written Contract executed prior to any claim or “suit.”	As Required by Written Contract executed prior to any claim or “suit.”
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As Required by Written Contract executed prior to any claim or "suit."	As Required by Written Contract executed prior to any claim or "suit."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss and allowed by law

In the state of New York, the premium charge is 10% of the total manual premium, subject to a minimum premium of $250 per policy.

Issued by Employers Insurance Company of Wausau 15555

For attachment to Policy No. WCC-611-C0B44C-035 Effective Date Premium $

Issued to Triumph Construction Corp Endorsement No.

© 1983 National Council on Compensation Insurance.

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only)	1b. Business Telephone Number of Insured
Triumph Construction Corp 1354 Seneca Ave Bronx, NY 10474 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	(718) 861-6060 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 13-4050635
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) New York City Department of Design and Construction 30-30 Thomson Avenue Long Island City, NY 11101	3a. Name of Insurance Carrier Employers Insurance Company of Wausau 3b. Policy Number of Entity Listed in Box "1a" WCC-611-C0B44C-035 3c. Policy effective period 01/01/2025 to 01/01/2026 3d. The Proprietor, Partners or Executive Officers are ☑ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: John Moccia
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  05/20/2025
(Signature) (Date)

Title: Executive Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier: 914-337-1833

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
TRIUMPH CONSTRUCTION CORP
1354 SENECA AVENUE
BRONX, NY 10474

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
7182155653

1c. Federal Employer Identification Number of Insured or Social Security Number
13-4050635

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
New York City Department of Design and Construction
30-30 Thomson Avenue
Long Island City, NY 11101

3a. Name of Insurance Carrier
Standard Security Life Insurance Company of New York

3b. Policy Number of Entity Listed in Box 1a
R23618-000

3c. Policy Effective Period
1/1/2020 to 5/19/2026

4. Policy provides the following benefits:
- [x] A. Both disability and Paid Family Leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid Family Leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 5/20/2025 By Talin Conti
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (212) 355-4141 Name and Title TALIN CONTI/MGR. POLICY SERVICES

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate)to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 05/20/2025

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

AGENCY	PHONE (A/C, No, Ext): (914)337-1833
Brown & Brown Insurance Services, Inc. 1133 Westchester Avenue Suite N-136 White Plains NY 10604	
FAX (A/C, No):	E-MAIL ADDRESS: triumphcertificates@bbrown
CODE:	SUB CODE:
AGENCY CUSTOMER ID #: 00170275	

COMPANY
The Hanover Insurance Company PO Box 890678 Charlotte NC 28289-0678

INSURED	LOAN NUMBER	POLICY NUMBER
Triumph Construction Corp 1354 Seneca Ave Bronx NY 10474		RHSH315729-05
	EFFECTIVE DATE: 1/1/2025 — EXPIRATION DATE: 1/1/2026 — ☐ CONTINUED UNTIL TERMINATED IF CHECKED	
	THIS REPLACES PRIOR EVIDENCE DATED:	

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Engineer Field Office

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Construction Trailers (Various Location) - Any One Trailer	$40,000	$1,000

REMARKS (Including Special Conditions)

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.

ADDITIONAL INTEREST

NAME AND ADDRESS		
New York City Department of Design and Co 30 – 30 Thomson Avenue Long Island City, NY 11101	☐ MORTGAGEE ☐ LOSS PAYEE	☐ ADDITIONAL INSURED
	LOAN #	
	AUTHORIZED REPRESENTATIVE John Moccia/ELWALK	

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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.

Brown & Brown Insurance Services, Inc
[Name of broker or agent (typewritten)]

1133 Westchester Avenue, Suite N-136 White Plains, NY 10604
[Address of broker or agent (typewritten)]

Elijah.Walker@bbrown.com
[Email address of broker or agent (typewritten)]

Phone: 914-337-1833 Fax: 914-337-1596
[Phone number/Fax number of broker or agent (typewritten)]

Elijah Walker
[Signature of authorized official, broker, or agent]

Elijah Walker, Associate Account Manager
[Name and title of authorized official, broker, or agent (typewritten)]

State of ...New York.....)
) ss.:
County of ...Westchester.....)

Sworn to before me this 20th day of May 2025

Alma Delakas
NOTARY PUBLIC FOR THE STATE OF New York

Alma Delakas
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01DE6278296
Qualified in Westchester County
Commission Expires April 1, 2025

Docusign Envelope ID: BC7A2516-1EEB-4E0F-B809-DA0B1C383F25

CONTRACT SIGNATURE PAGE

This Contract is entered by and between the City of New York ("City"), acting by and through the **DEPARTMENT OF DESIGN AND CONSTRUCTION**, and **TRIUMPH CONSTRUCTION CORP** ("Contractor").

This Contract consists of this contract signature page as well as the following documents ("Contract Documents") which are located in the Documents tab of the PASSPort record titled **85024B0050-HWX402** .

1. HWX402 - Addendum 2_23303.pdf - May 27 2025 1:59PM
2. HWX402 - Addendum 3.pdf - May 27 2025 1:59PM
3. HWX402 - Addendum 4.pdf - May 27 2025 1:59PM
4. HWX402 - Addendum 1 (1).pdf - May 27 2025 1:59PM
5. HWX402 - BID SCHEDULE [Addendum 3].xlsx - May 27 2025 1:59PM
6. HWX402 - Bid Schedule -JB Specialty Items [Addendum 1] (1).xlsx - May 27 2025 1:59PM
7. HWX402 - DRAWINGS [Addendum 1].pdf - May 27 2025 1:59PM
8. HWX402 - EXISTING SURVEY [Addendum 1]_23303.pdf - May 27 2025 1:59PM
9. HWX402 - FINAL GEOTECHNICAL REPORT [Addendum 1] (1).pdf - May 27 2025 1:59PM
10. HWX402 - GUN HILL BUS DEPOT - AS-BUILT [Addendum 1]_23303.pdf - May 27 2025 1:59PM
11. HWX402 - Volume 3 of 3 [Addendum 1]_23303.pdf - May 27 2025 1:59PM
12. HWX402 - Volume 3 of 3 [Addendum 4].pdf - May 27 2025 1:59PM
13. HWX402 Brokers Certificate - May 27 2025 3:28PM
14. HWX402 Disablity Insurance(1) - May 27 2025 3:28PM
15. HWX402 Insurance Certficates(1) - May 27 2025 3:25PM
16. HWX402 Performance and Payment Bond (1) - May 27 2025 3:27PM
17. HWX402 Workers Compensation - May 27 2025 3:26PM
18. HWX402-Bid_Schedule - May 29 2025 2:13PM
19. Proposal_Bid_85024B0050002 (4).pdf - May 27 2025 6:48PM
20. Proposal_Bid_85024B0050002 (9).pdf - May 27 2025 6:45PM
21. RFx Document_85024B0050002 (2).pdf - May 27 2025 6:47PM
22. RFx Document_85024B0050002 (5).pdf - May 27 2025 6:51PM
23. RFx Document_85024B0050002 (7).pdf - May 27 2025 7:07PM

The above order does not represent an order of precedence. The Contract shall be governed by the

Docusign Envelope ID: BC7A2516-1EEB-4E0F-B809-DA0B1C383F25

order of precedence, if any, in the Contract Documents or by ordinary contract principles if no such order of precedence exists.

Each party is signing this Contract electronically on the date stated in that party's electronic signature.

The City of New York
By: **DEPARTMENT OF DESIGN AND CONSTRUCTION**

DocuSigned by:
ERIC MACFARLANE
1A87ABA0188B41C...

(Signature)

Name: ERIC MACFARLANE

Title: First Deputy Commissioner

Date: 6/5/2025 | 10:30:42 PDT

Contractor
By: **TRIUMPH CONSTRUCTION CORP**

DocuSigned by:
Dominick Cuzzi
D7B76FA831EE43E...

(Signature)

Name: Dominick Cuzzi

Title: COO

Date: 6/5/2025 | 07:03:15 PDT

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LABOR LAW ARTICLE 8 - NYC PUBLIC WORKS

Workers, Laborers and Mechanics employed on a public work project must receive not less than the prevailing rate of wage and benefits for the classification of work performed by each upon such public work. Pursuant to New York Labor Law Article 8 the Comptroller of the City of New York has promulgated this schedule solely for Workers, Laborers and Mechanics engaged by private contractors on New York City public work projects. Prevailing rates are required to be annexed to and form part of the public work contract pursuant to Labor Law section 220 (3).

This schedule is a compilation of separate determinations of the prevailing rate of wage and supplements made by the Comptroller for each trade classification listed herein pursuant to Labor Law section 220 (5). The source of the wage and supplement rates, whether a collective bargaining agreement, survey data or other, is listed at the end of each classification.

Agency Chief Contracting Officers should contact the Bureau of Labor Law's Classification Unit with any questions concerning trade classifications, prevailing rates or prevailing practices with respect to procurement on New York City public work contracts. Contractors are advised to review the Comptroller's Prevailing Wage Schedule before bidding on public work contracts. Contractors with questions concerning trade classifications, prevailing rates or prevailing practices with respect to public work contracts in the procurement stage must contact the contracting agency responsible for the procurement.

Any error as to compensation under the prevailing wage law or other information as to trade classification, made by the contracting agency in the contract documents or in any other communication, will not preclude a finding against the contractor of prevailing wage violation.

Any questions concerning trade classifications, prevailing rates or prevailing practices on New York City public work contracts that have already been awarded may be directed to the Bureau of Labor Law's Classification Unit by calling (212) 669-4443. All callers must have the agency name and contract registration number available when calling with questions on public work contracts. Please direct all other compliance issues to: laborlaw@comptroller.nyc.gov or Bureau of Labor Law, Attn: Paul Brumlik, Office of the Comptroller, 1 Centre Street, Room 651, New York, N.Y. 10007.

Pursuant to Labor Law § 220 (3-a) (a), the appropriate schedule of prevailing wages and benefits must be posted in a prominent and accessible place at all public work sites along with the Construction Poster provided on our web site at comptroller.nyc.gov/wages. In addition, covered employees must be given the appropriate schedule of prevailing wages and benefits along with the Worker Notice provided on our web site at the time the public work project begins, and with the first paycheck to each such employee after July first of each year.

This schedule is applicable to work performed during the effective period, unless otherwise noted. Changes to this schedule are published on our web site comptroller.nyc.gov/wages. Contractors must pay the wages and supplements in effect when the worker, laborer, mechanic performs the work. Preliminary schedules for future one-year periods appear in the City Record on or about June 1 each succeeding year. Final schedules appear on or about July 1 in the City Record and on our web site comptroller.nyc.gov/wages.

Prevailing rates and ratios for apprentices are published in the Construction Apprentice Prevailing Wage Schedule. Pursuant to Labor Law § 220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant, registered with the

New York State Department of Labor, may be paid at the apprentice rates. Apprentices who are not so registered must be paid as journey persons.

New York City public work projects awarded pursuant to a Project Labor Agreement ("PLA") in accordance with Labor Law section 222 may have different labor standards for shift, premium and overtime work. Please refer to the PLA's pre-negotiated labor agreements for wage and benefit rates applicable to work performed outside of the regular workday. More information is available at the Mayor's Office of Contract Services (MOCS) web page at:

https://www1.nyc.gov/site/mocs/legal-forms/project-labor-agreements.page

All the provisions of Labor Law Article 8 remain applicable to PLA work including, but not limited to, the enforcement of prevailing wage requirements by the Comptroller in accordance with the trade classifications in this schedule; however, we will enforce shift, premium, overtime and other non-standard rates as they appear in a project's pre-negotiated labor agreement.

In order to meet their obligation to provide prevailing supplemental benefits to each covered employee, employers must either:

1) **Provide bona fide fringe benefits which cost the employer no less than the prevailing supplemental benefits rate; or**
2) **Supplement the employee's hourly wage by an amount no less than the prevailing supplemental benefits rate; or**
3) **Provide a combination of bona fide fringe benefits and wage supplements which cost the employer no less than the prevailing supplemental benefits rate in total.**

Although prevailing wage laws do not require employers to provide bona fide fringe benefits (as opposed to wage supplements) to their employees, other laws may. For example, the Employee Retirement Income Security Act, 29 U.S.C. § 1001 et seq., the Patient Protection and Affordable Care Act, 42 U.S.C. § 18001 et seq., and the New York City Paid Sick Leave Law, N.Y.C. Admin. Code § 20-911 et seq., require certain employers to provide certain benefits to their employees. Labor agreements to which employers are a party may also require certain benefits. The Comptroller's Office does not enforce these laws or agreements.

Employers must provide prevailing supplemental benefits at the straight time rate for each hour worked unless otherwise noted in the classification.

Paid Holidays, Vacation and Sick Leave when listed must be paid or provided in addition to the prevailing hourly supplemental benefit rate.

For more information, please refer to the Comptroller's Prevailing Wage Law Regulations in Title 44 of the Rules of the City of New York, Chapter 2, available at comptroller.nyc.gov/wages.

Paul Brumlik
Director of Classifications
Bureau of Labor Law

ADDENDUM

List of Amended Classifications

1. BRICKLAYER
2. CORE DRILLER
3. DRIVER: TRUCK (TEAMSTER)
4. ENGINEER - FIELD (HEAVY CONSTRUCTION)
5. HAZARDOUS MATERIAL HANDLER
6. HOUSE WRECKER
7. IRON WORKER - ORNAMENTAL
8. IRON WORKER - STRUCTURAL
9. MARBLE MECHANIC
10. MASON TENDER
11. MASON TENDER (INTERIOR DEMOLITION WORKER)
12. MOSAIC MECHANIC
13. PLUMBER
14. PLUMBER (MECHNICAL EQUIPMENT AND SERVICE)
15. PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION)
16. POINTER, WATERPROOFER, CAULKER, SANDBLASTER, STEAMBLASTER
17. SHEET METAL WORKER
18. SHEET METAL WORKER - SPECIALTY
19. SIGN ERECTOR
20. STEAMFITTER - REFRIGERATION AND AIR CONDITIONER
21. TAPER
22. TILE FINISHER
23. TILE LAYER - SETTER

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ASBESTOS HANDLER
SEE HAZARDOUS MATERIAL HANDLER

BLASTER

Blaster

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $57.71
Supplemental Benefit Rate per Hour: $52.23

Blaster - Hydraulic Trac Drill

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $51.85
Supplemental Benefit Rate per Hour: $52.23

Blaster - Wagon: Air Trac: Quarry Bar: Drillrunners

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $51.02
Supplemental Benefit Rate per Hour: $52.23

Blaster - Journeyperson

(Laborer, Chipper/Jackhammer including Walk Behind Self Propelled Hydraulic Asphalt and Concrete Breakers and Hydro (Water) Demolition, Powder Carrier, Hydraulic Chuck Tender, Chuck Tender and Nipper)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $44.50
Supplemental Benefit Rate per Hour: $52.23

Blaster - Magazine Keepers: (Watch Person)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $22.25
Supplemental Benefit Rate per Hour: $52.23

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

Paid Holidays
Labor Day
Thanksgiving Day

Shift Rates
When two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

(Local #731)

BOILERMAKER

Boilermaker

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $65.88
Supplemental Benefit Rate per Hour: $48.47
Supplemental Note: For time and one half overtime - $72.13 For double overtime - $95.79

Overtime Description
For Repair and Maintenance work:
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
For New Construction work:
Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day

Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

Quadruple time the regular rate for work on the following holiday(s).
Labor Day

Paid Holidays
Good Friday
Day after Thanksgiving
Day before Christmas
Day before New Year's Day

Shift Rates
On jobs requiring two (2) or three (3) shifts, the first shift shall work eight (8) hours at the regular straight-time hourly rate. The second shift shall work eight (8) hours and receive eight hours at the regular straight time hourly rate plus two dollars ($2.00) per hour. The third shift shall work eight (8) hours and receive eight hours at the regular straight time hourly rate plus two dollars and twenty-five cents ($2.25) per hour.

(Local #5)

BRICKLAYER

Bricklayer

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $64.23
Supplemental Benefit Rate per Hour: $31.75

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $65.34
Supplemental Benefit Rate per Hour: $33.05

Overtime Description
Time and one half the regular rate after a 7 hour day. If working on a job that is predominately Pointer, Cleaner, Caulker work, then Time and one half the regular rate after an 8 hour day.

Overtime
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
The second shift wage rate shall be a 15% wage premium with no premium for supplemental benefits. There must be a first shift in order to work a second shift. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, eight hours will be paid at straight time rate for seven hours of work.

(Bricklayer District Council)

CARPENTER - BUILDING COMMERCIAL

Building Commercial

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $55.05
Supplemental Benefit Rate per Hour: $47.88

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
The second shift will receive one hour at the double time rate of pay for the last hour of the shift; eight hours pay for seven hours of work, nine hours pay for eight hours of work. There must be a first shift in order to work a second shift. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Carpenters District Council)

CARPENTER - HEAVY CONSTRUCTION WORK
(Construction of Engineered Structures and Building Foundations including all form work)

Heavy Construction Work

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $59.16
Supplemental Benefit Rate per Hour: $55.31

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate and the supplemental benefits shall be paid at the straight time rate. When two (2) or more shifts of Carpenters are employed, single time will be paid for each shift.

(Carpenters District Council)

CARPENTER - HIGH RISE CONCRETE FORMS
(Excludes Engineered Structures and Building Foundations)

Carpenter High Rise A

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $51.48
Supplemental Benefit Rate per Hour: $44.74

Carpenter High Rise B

Carpenter High Rise B worker is excluded from high risk operations such as erection decking, perimeter debris netting, leading edge work, self-climbing form systems, and the installation of cocoon systems unless directly supervised by a Carpenter High Rise A worker.

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $40.89
Supplemental Benefit Rate per Hour: $18.05

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day

Christmas Day

Paid Holidays
None

Shift Rates
The second shift wage rate shall be 113% of the straight time hourly wage rate. However, any shift beginning after 5:00 P.M. shall be paid at time and one half the regular hourly rate. There must be a first shift in order to work a second shift. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Carpenters District Council)

CARPENTER - SIDEWALK SHED, SCAFFOLD AND HOIST

Carpenter - Hod Hoist

(Assisted by Mason Tender)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $53.50
Supplemental Benefit Rate per Hour: $48.45

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates

The second shift will receive 112% of the straight time hourly rate. Benefit fund contributions shall be paid at the straight time rate. There must be a first shift in order to work a second shift. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Carpenters District Council)

CARPENTER - WOOD WATER STORAGE TANK

Tank Mechanic

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $37.13
Supplemental Benefit Rate per Hour: $24.18

Tank Helper

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $29.23
Supplemental Benefit Rate per Hour: $24.18

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Time and one half the regular rate for work on a holiday plus the day's pay.

Paid Holidays

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Day after Thanksgiving
1/2 day on Christmas Eve if work is performed in the A.M.
Christmas Day
1/2 day on New Year's Eve if work is performed in the A.M.

Vacation

Employed for one (1) year.....one (1) week vacation (40 hours)
Employed for three (3) years.....two (2) weeks vacation (80 hours)
Employed for more than twenty (20) years.....three (3) weeks vacation (120 hours)

SICK LEAVE:
Two (2) sick days after being employed for twenty (20) years.

(Carpenters District Council)

CEMENT & CONCRETE WORKER

Cement & Concrete Worker

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $47.28
Supplemental Benefit Rate per Hour: $30.20
Supplemental Note: $34.20 on Saturdays; $38.20 on Sundays & Holidays

Cement & Concrete Worker - (Hired after 2/6/2016)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $36.80
Supplemental Benefit Rate per Hour: $22.20
Supplemental Note: $24.20 on Saturdays; $26.20 on Sundays & Holidays

Overtime Description
Time and one half the regular rate after 7 hour day (time and one half the regular rate after an 8 hour day when working with Dockbuilders on pile cap forms and for work below street level to the top of the foundation wall, not to exceed 2 feet or 3 feet above the sidewalk-brick shelf, when working on the foundation and structure.)

Overtime
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays
1/2 day before Christmas Day
1/2 day before New Year's Day

Shift Rates
On shift work extending over a twenty-four hour period, all shifts are paid at straight time.

(Cement & Concrete Workers District Council 16)

CEMENT MASON

Cement Mason

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $53.77
Supplemental Benefit Rate per Hour: $34.01
Supplemental Note: Supplemental benefit time and one half rate: $61.47; Double time rate: double the base supplemental benefit rate.

Overtime Description
Time and one-half the regular rate after an 8 hour day, double time the regular rate after 10 hours. Time and one-half the regular rate on Saturday, double time the regular rate after 10 hours. Double time the regular rate on Sunday. Four Days a week at Ten (10) hours straight time is allowed.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays
Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

Shift Rates
For off shift work, (at times other than the regular 7:00 A.M. to 3:30 P.M. work day) a cement mason shall be paid at the regular hourly rate plus a 25% per hour differential.

(Local #780) (BCA)

CORE DRILLER

Core Driller

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $43.88
Supplemental Benefit Rate per Hour: $31.35

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $46.25
Supplemental Benefit Rate per Hour: $33.36

Core Driller Helper

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $34.47
Supplemental Benefit Rate per Hour: $31.35

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $36.28
Supplemental Benefit Rate per Hour: $33.36

Core Driller Helper(Third year in the industry)

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $31.02
Supplemental Benefit Rate per Hour: $31.35

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $32.62
Supplemental Benefit Rate per Hour: $33.36

Core Driller Helper (Second year in the industry)

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $27.58
Supplemental Benefit Rate per Hour: $31.35

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $28.98
Supplemental Benefit Rate per Hour: $33.36

Core Driller Helper (First year in the industry)

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $24.13

Supplemental Benefit Rate per Hour: $31.35

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $25.32
Supplemental Benefit Rate per Hour: $33.36

Overtime Description
Time and one half the regular rate for work on a holiday plus Holiday pay when worked.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Time and one half the regular rate for work on the following holiday(s).

Paid Holidays
New Year's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day

Shift Rates
When two (2) or more shifts are employed, single time shall be paid for each shift, but those employees employed on a shift other than from 8:00 A.M. to 5:00 P.M. shall, in addition, receive two dollars ($2.00) per hour differential for each hour worked. When three (3) shifts are needed, each shift shall work seven and one-half (7 ½) hours paid for eight (8) hours of labor and be permitted one-half (½) hour for mealtime.

(Carpenters District Council)

DERRICKPERSON AND RIGGER

Derrick Person & Rigger

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $58.90
Supplemental Benefit Rate per Hour: $58.37

Derrick Person & Rigger - Site Work

Assists the Stone Mason-Setter in the setting of stone and paving stone.

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $46.49

Supplemental Benefit Rate per Hour: $46.47

Overtime Description
The first two hours of overtime on weekdays and the first seven hours of work on Saturdays are paid at time and one half for wages and supplemental benefits. All additional overtimes is paid at double time for wages and supplemental benefits.

Overtime
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
1/2 day on Christmas Eve if work is performed in the A.M.

(Local #197)

DIVER

Diver (Marine)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $74.03
Supplemental Benefit Rate per Hour: $55.31

Diver Tender (Marine)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $53.57
Supplemental Benefit Rate per Hour: $55.31

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
When three shifts are utilized each shift shall work seven and one half-hours (7 1/2 hours) and paid for 8 hours, allowing for one half hour for lunch.

(Carpenters District Council)

DOCKBUILDER - PILE DRIVER

Dockbuilder - Pile Driver

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $59.16
Supplemental Benefit Rate per Hour: $55.31

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day

Christmas Day

Paid Holidays
None

Shift Rates
Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Carpenters District Council)

DRIVER: TRUCK (TEAMSTER)

Driver - Dump Truck

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $44.17
Supplemental Benefit Rate per Hour: $53.95
Supplemental Note: Over 40 hours worked: at time and one half rate - $24.00; at double time rate - $32.00

Driver - Tractor Trailer

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $47.32
Supplemental Benefit Rate per Hour: $52.40
Supplemental Note: Over 40 hours worked: at time and one half rate - $23.25; at double time rate - $31.00

Driver - Euclid & Turnapull Operator

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $47.88
Supplemental Benefit Rate per Hour: $52.40
Supplemental Note: Over 40 hours worked: at time and one half rate - $23.25; at double time rate - $31.00

Overtime Description
For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay. For Thanksgiving week, the prorated share shall be 5 1/3 hours of holiday pay for each day worked in Thanksgiving week.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Shift Rates

Off shift work commencing between 6:00 P.M. and 5:00 A.M. shall work eight and one half (8 1/2) hours allowing for one half hour for lunch

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Driver Redi-Mix (Sand & Gravel)

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $40.89
Supplemental Benefit Rate per Hour: $47.85
Supplemental Note: Over 40 hours worked: time and one half rate $18.68; double time rate $24.90

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $42.09
Supplemental Benefit Rate per Hour: $49.31
Supplemental Note: Over 40 hours worked: time and one half rate $19.58; double time rate $26.10

Overtime Description

For Paid Holidays: Employees who do not work on a contractual holiday shall be compensated two (2) hours extra pay in straight time wages and benefits for every day on which the Employee does not pass up a day's work during the calendar week (Sunday through Saturday) of the holiday, up to a maximum of ten (10) hours in wages and eight (8) hours in benefit contributions for the holiday

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
Martin Luther King Jr. Day
President's Day
Columbus Day
Veteran's Day

Triple time the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Thanksgiving Day
Christmas Day

(Local #282)

ELECTRICIAN

(Including installation of low voltage cabling carrying data, video and/or voice on building construction/alteration/renovation projects.)

Electrician "A" (Regular Day / Day Shift)

Effective Period: 7/1/2023 - 4/12/2024
Wage Rate per Hour: $61.00
Supplemental Benefit Rate per Hour: $60.06
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/13/2024 - 6/30/2024
Wage Rate per Hour: $62.00
Supplemental Benefit Rate per Hour: $62.25
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Electrician "A" (Regular Day Overtime after 7 hrs / Day Shift Overtime after 8 hrs)

Effective Period: 7/1/2023 - 4/12/2024
Wage Rate per Hour: $91.50
Supplemental Benefit Rate per Hour: $62.02
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/13/2024 - 6/30/2024
Wage Rate per Hour: $93.00
Supplemental Benefit Rate per Hour: $64.24
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Electrician "A" (Swing Shift)

Effective Period: 7/1/2023 - 4/12/2024
Wage Rate per Hour: $71.57
Supplemental Benefit Rate per Hour: $68.14
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/13/2024 - 6/30/2024
Wage Rate per Hour: $72.75
Supplemental Benefit Rate per Hour: $70.56
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Electrician "A" (Swing Shift Overtime after 7.5 hours)

Effective Period: 7/1/2023 - 4/12/2024
Wage Rate per Hour: $107.36
Supplemental Benefit Rate per Hour: $70.45
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/13/2024 - 6/30/2024
Wage Rate per Hour: $109.13
Supplemental Benefit Rate per Hour: $72.91
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Electrician "A" (Graveyard Shift)

Effective Period: 7/1/2023 - 4/12/2024
Wage Rate per Hour: $80.17
Supplemental Benefit Rate per Hour: $74.99
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/13/2024 - 6/30/2024
Wage Rate per Hour: $81.49
Supplemental Benefit Rate per Hour: $77.61
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Electrician "A" (Graveyard Shift Overtime after 7 hours)

Effective Period: 7/1/2023 - 4/12/2024
Wage Rate per Hour: $120.26
Supplemental Benefit Rate per Hour: $77.57
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/13/2024 - 6/30/2024
Wage Rate per Hour: $122.24
Supplemental Benefit Rate per Hour: $80.23
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

*** Supplemental Benefit Rate per Hour Note**
In addition to the Supplemental Benefit Rates per Hour listed above, the employer must provide an additional 6.2% of taxable gross pay earned on covered work only. This additional Supplemental Benefit Rate will terminate when the employee has contributed the maximum annual Social Security tax required by law, on all work performed.

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Time and one half the regular rate for work on a holiday.
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
For multiple shifts of temporary light and/or power, the temporary light and/or power employee shall be paid for 8 hours at the straight time rate. For three or less workers performing 8 hours temporary light and/or power the supplemental benefit rate is $24.36, effective 04/13/2023 the supplemental benefit rate is $24.78 - See * Supplemental Benefit Rate per Hour Note above.

Electrician "M" (First 8 hours)

"M" rated work shall be defined as jobbing: electrical work of limited duration and scope, also consisting of repairs and/or replacement of electrical and tele-data equipment. Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

Effective Period: 7/1/2023 - 4/12/2024
Wage Rate per Hour: $31.25
Supplemental Benefit Rate per Hour: $26.55
First and Second Year "M" Wage Rate Per Hour: $26.75
First and Second Year "M" Supplemental Rate: $24.13

Effective Period: 4/13/2024 - 6/30/2024
Wage Rate per Hour: $32.00
Supplemental Benefit Rate per Hour: $27.20
First and Second Year "M" Wage Rate Per Hour: $27.50
First and Second Year "M" Supplemental Rate: $24.79

Electrician "M" (Overtime After First 8 hours)

"M" rated work shall be defined as jobbing: electrical work of limited duration and scope, also consisting of repairs and/or replacement of electrical and tele-data equipment. Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

Effective Period: 7/1/2023 - 4/12/2024
Wage Rate per Hour: $46.88
Supplemental Benefit Rate per Hour: $28.53
First and Second Year "M" Wage Rate Per Hour: $40.13
First and Second Year "M" Supplemental Rate: $25.82

Effective Period: 4/13/2024 - 6/30/2024
Wage Rate per Hour: $48.00
Supplemental Benefit Rate per Hour: $29.23
First and Second Year "M" Wage Rate Per Hour: $41.25
First and Second Year "M" Supplemental Rate: $26.52

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day

Day after Thanksgiving
Christmas Day

Paid Holidays
None

(Local #3)

ELECTRICIAN - ALARM TECHNICIAN
(Scope of Work - Inspect, test, repair, and replace defective, malfunctioning, or broken devices, components and controls of Fire, Burglar and Security Systems)

Alarm Technician

Effective Period: 7/1/2023 - 3/6/2024
Wage Rate per Hour: $36.40
Supplemental Benefit Rate per Hour: $20.67
Supplemental Note: $18.80 only after 8 hours worked in a day

Effective Period: 3/7/2024 - 6/30/2024
Wage Rate per Hour: $37.40
Supplemental Benefit Rate per Hour: $21.44
Supplemental Note: $19.31 only after 8 hours worked in a day

Overtime Description
Time and one half the regular rate for work on the following holidays: Columbus Day, Veterans Day, Day after Thanksgiving.
Double time the regular rate for work on the following holidays: New Year's day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Paid Holidays
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day

Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Night Differential is based upon a ten percent (10%) differential between the hours of 4:00 P.M. and 12:30 A.M. and a fifteen percent (15%) differential for the hours 12:00 A.M. to 8:30 A.M.

Vacation

At least 1 year of employment.....ten (10) days
5 years or more of employment.....fifteen (15) days
10 years of employment.....twenty (20) days
Plus one Personal Day per year

Sick Days:
One day per Year. Up to 4 vacation days may be used as sick days.

(Local #3)

ELECTRICIAN-STREET LIGHTING WORKER

Electrician - Electro Pole Electrician

Effective Period: 7/1/2023 - 4/17/2024
Wage Rate per Hour: $61.00
Supplemental Benefit Rate per Hour: $62.13
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/18/2024 - 6/30/2024
Wage Rate per Hour: $62.00
Supplemental Benefit Rate per Hour: $62.85
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Electrician - Electro Pole Foundation Installer

Effective Period: 7/1/2023 - 4/17/2024
Wage Rate per Hour: $46.66
Supplemental Benefit Rate per Hour: $47.16
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/18/2024 - 6/30/2024
Wage Rate per Hour: $47.66
Supplemental Benefit Rate per Hour: $48.72
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Electrician - Electro Pole Maintainer

Effective Period: 7/1/2023 - 4/17/2024
Wage Rate per Hour: $40.61
Supplemental Benefit Rate per Hour: $42.88
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/18/2024 - 6/30/2024
Wage Rate per Hour: $41.61
Supplemental Benefit Rate per Hour: $44.45
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

*** Supplemental Benefit Rate per Hour Note**
In addition to the Supplemental Benefit Rates per Hour listed above, the employer must provide an additional 6.2% of taxable gross pay earned on covered work only. This additional Supplemental Benefit Rate will terminate when the employee has contributed the maximum annual Social Security tax required by law, on all work performed.

Overtime Description
Electrician - Electro Pole Electrician: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week.
Electrician - Electro Pole Foundation Installer: Time and one half the regular rate after 8 hours within a 24 hour period and Saturday and Sunday.
Electrician - Electro Pole Maintainer: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week. Saturdays and Sundays may be used as a make-up day at straight time when a day is lost during the week to inclement weather.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

(Local #3)

ELEVATOR CONSTRUCTOR

Elevator Constructor

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $77.49
Supplemental Benefit Rate per Hour: $40.28

Overtime Description
For New Construction: work performed after an 8 hour day, Saturday, Sunday or between 4:30pm and 7:00am shall be paid at double time rate.

Existing buildings: work performed after an 8 hour day, Saturday, Sunday or between 5:30pm and 7:00 am shall be paid time and one half.

Overtime
Double time the regular rate for work on the following holiday(s).

Paid Holidays
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Vacation
Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

ELEVATOR REPAIR & MAINTENANCE

Elevator Service/Modernization Mechanic

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $60.89
Supplemental Benefit Rate per Hour: $40.18

Overtime Description
For Scheduled Service Work: Double time - work scheduled in advance by two or more workers performed on Sundays, Holidays, and between midnight and 7:00am.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.
Time and one half the regular rate for work on a holiday plus the day's pay.

Paid Holidays
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates
Afternoon shift - regularly hourly rate plus a (15%) fifteen percent differential. Graveyard shift - time and one half the regular rate.

Vacation
Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

ENGINEER

Engineer - Heavy Construction Operating Engineer I

Cherrypickers 20 tons and over and Loaders (rubber tired and/or tractor type with a manufacturer's minimum rated capacity of six cubic yards and over).

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $75.82
Supplemental Benefit Rate per Hour: $46.68
Supplemental Note: $85.96 on overtime
Shift Wage Rate: $121.31

Engineer - Heavy Construction Operating Engineer II

Backhoes, Basin Machines, Groover, Mechanical Sweepers, Bobcat, Boom Truck, Barrier Transport (Barrier Mover) & machines of similar nature. Operation of Churn Drills and machines of a similar nature, Stetco Silent Hoist and machines of similar nature, Vac-Alls, Meyers Machines, John Beam and machines of a similar nature,

Ross Carriers and Travel Lifts and machines of a similar nature, Bulldozers, Scrapers and Turn-a-Pulls: Tugger Hoists (Used exclusively for handling excavated material); Tractors with attachments, Hyster and Roustabout Cranes, Cherrypickers. Austin Western, Grove and machines of a similar nature, Scoopmobiles, Monorails, Conveyors, Trenchers: Loaders-Rubber Tired and Tractor: Barber Greene and Eimco Loaders and Eimco Backhoes; Mighty Midget and similar breakers and Tampers, Curb and Gutter Pavers and Motor Patrol, Motor Graders and all machines of a similar nature. Locomotives 10 Tons or under. Mini-Max, Break-Tech and machines of a similar nature; Milling machines, robotic and demolition machines and machines of a similar nature, shot blaster, skid steer machines and machines of a similar nature including bobcat, pile rig rubber-tired excavator (37,000 lbs. and under), 2 person auger.

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $73.45
Supplemental Benefit Rate per Hour: $46.68
Supplemental Note: $85.96 on overtime
Shift Wage Rate: $117.52

Engineer - Heavy Construction Operating Engineer III

Minor Equipment such as Tractors, Post Hole Diggers, Ditch Witch (Walk Behind), Road Finishing Machines, Rollers five tons and under, Tugger Hoists, Dual Purpose Trucks, Fork Lifts, and Dempsey Dumpers, Fireperson.

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $69.49
Supplemental Benefit Rate per Hour: $46.68
Supplemental Note: $85.96 on overtime
Shift Wage Rate: $111.18

Engineer - Heavy Construction Maintenance Engineer I

Installing, Repairing, Maintaining, Dismantling of all equipment including Steel Cutting, Bending and Heat Sealing Machines, Mechanical Heaters, Grout Pumps, Bentonite Pumps & Plants, Screening Machines, Fusion Coupling Machines, Tunnel Boring Machines Moles and Machines of a similar nature, Power Packs, Mechanical Hydraulic Jacks; all drill rigs including but not limited to Churn, Rotary Caisson, Raised Bore & Drills of a similar nature; Personnel, Inspection & Safety Boats or any boats used to perform functions of same, Mine Hoists, Whirlies, all Climbing Cranes, all Tower Cranes, including but not limited to Truck Mounted and Crawler Type and machines of similar nature; Maintaining Hydraulic Drills and machines of a similar nature; Well Point System-Installation and dismantling; Burning, Welding, all Pumps regardless of size and/or motor power, except River Cofferdam Pumps and Wells Point Pumps; Motorized Buggies (three or more); equipment used in the cleaning and televising of sewers, but not limited to jet-rodder/vacuum truck, vacall/vactor, closed circuit television inspection equipment; high powered water pumps, jet pumps; screed machines and concrete finishing machines of a similar nature; vermeers.

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $73.08
Supplemental Benefit Rate per Hour: $46.68
Supplemental Note: $85.96 on overtime
Shift Wage Rate: $116.93

Engineer - Heavy Construction Maintenance Engineer II

On Base Mounted Tower Cranes

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $97.21
Supplemental Benefit Rate per Hour: $46.68
Supplemental Note: $85.96 on overtime
Shift Wage Rate: $155.54

Engineer - Heavy Construction Maintenance Engineer III

On Generators, Light Towers

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $46.89
Supplemental Benefit Rate per Hour: $46.68
Supplemental Note: $85.96 on overtime
Shift Wage Rate: $75.02

Engineer - Heavy Construction Maintenance Engineer IV

On Pumps and Mixers including mud sucking

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $48.20
Supplemental Benefit Rate per Hour: $46.68
Supplemental Note: $85.96 on overtime
Shift Wage Rate: $77.12

Engineer - Heavy Construction Service Engineer

Gradalls: Concrete Pumps: Power Houses: Driving Truck Cranes: Driving and Operating Fuel and Grease Trucks.

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $65.49
Supplemental Benefit Rate per Hour: $46.68
Supplemental Note: $85.96 on overtime
Shift Wage Rate: $104.78

Engineer - Heavy Construction Service Mechanic

Shovels: Cranes: Draglines: Backhoes: Keystones: Pavers: Trenching Machines: Gunite Machines: Compressors (three (3) or more in Battery): Crawler Cranes- having a straight lattice boom with no attachment or luffing boom, no jib and no auxiliary attachment.

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $44.10
Supplemental Benefit Rate per Hour: $46.68
Supplemental Note: $85.96 on overtime
Shift Wage Rate: $70.56

Engineer - Steel Erection Maintenance Engineers

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $70.20
Supplemental Benefit Rate per Hour: $46.68
Supplemental Note: $85.96 on overtime
Shift Wage Rate: $112.32

Engineer - Steel Erection Oiler I

On a Truck Crane

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $65.46
Supplemental Benefit Rate per Hour: $46.68
Supplemental Note: $85.96 on overtime
Shift Wage Rate: $104.74

Engineer - Steel Erection Oiler II

On a Crawler Crane

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $48.91
Supplemental Benefit Rate per Hour: $46.68
Supplemental Note: $85.96 on overtime
Shift Wage Rate: $78.26

Overtime Description
On jobs of more than one shift, if the next shift employee fails to report for work through any cause over which the employer has no control, the employee on duty who works the next shift continues to work at the single time rate.

Overtime
Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Engineer - Building Work Maintenance Engineers I

Installing, repairing, maintaining, dismantling (of all equipment including: Steel Cutting and Bending Machines, Mechanical Heaters, Mine Hoists, Climbing Cranes, Tower Cranes, Linden Peine, Lorain, Liebherr, Mannes, or machines of a similar nature, Well Point Systems, Deep Well Pumps, Concrete Mixers with loading Device, Concrete Plants, Motor Generators when used for temporary power and lights), skid steer machines of a similar nature including bobcat.

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $63.51
Supplemental Benefit Rate per Hour: $45.77
Supplemental Note: $84.14 on overtime

Engineer - Building Work Maintenance Engineers II

On Pumps, Generators, Mixers and Heaters

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $48.46
Supplemental Benefit Rate per Hour: $45.77
Supplemental Note: $84.14 on overtime

Engineer - Building Work Oilers I

All gasoline, electric, diesel or air operated Gradealls: Concrete Pumps, Overhead Cranes in Power Houses: Their duties shall be to assist the Engineer in oiling, greasing and repairing of all machines; Driving Truck Cranes: Driving and Operating Fuel and Grease Trucks, Cherrypickers (hydraulic cranes) over 70,000 GVW, and machines of a similar nature.

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $60.19
Supplemental Benefit Rate per Hour: $45.77
Supplemental Note: $84.14 on overtime

Engineer - Building Work Oilers II

Oilers on Crawler Cranes, Backhoes, Trenching Machines, Gunite Machines, Compressors (three or more in Battery).

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $44.93
Supplemental Benefit Rate per Hour: $45.77
Supplemental Note: $84.14 on overtime

Overtime Description

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

Overtime
Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Shift Rates
When two (2) or more shifts are employed, single time will be paid for each shift.

(Local #15)

ENGINEER - CITY SURVEYOR AND CONSULTANT

Party Chief

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $42.78
Supplemental Benefit Rate per Hour: $27.76
Supplemental Note: Overtime Benefit Rate - $33.27 per hour (time & one half) $38.77 per hour (double time).

Instrument Person

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $34.64
Supplemental Benefit Rate per Hour: $27.76
Supplemental Note: Overtime Benefit Rate - $33.27 per hour (time & one half) $38.77 per hour (double time).

Rodperson

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $29.50
Supplemental Benefit Rate per Hour: $27.76
Supplemental Note: Overtime Benefit Rate - $33.27 per hour (time & one half) $38.77 per hour (double time).

Overtime Description

Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - FIELD (BUILDING CONSTRUCTION)

(Construction of Building Projects, Concrete Superstructures, etc.)

Field Engineer - BC Party Chief

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $66.83
Supplemental Benefit Rate per Hour: $42.39
Supplemental Note: Overtime Benefit Rate - $59.89 per hour (time & one half) $77.38 per hour (double time).

Field Engineer - BC Instrument Person

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $49.67
Supplemental Benefit Rate per Hour: $42.39
Supplemental Note: Overtime Benefit Rate - $59.89 per hour (time & one half) $77.38 per hour (double time).

Field Engineer - BC Rodperson

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $30.60
Supplemental Benefit Rate per Hour: $42.39
Supplemental Note: Overtime Benefit Rate - $59.89 per hour (time & one half) $77.38 per hour (double time).

Overtime Description

Time and one half the regular rate after a 7 hour work and time and one half the regular rate for Saturday for the first seven hours worked, Double time the regular time rate for Saturday for work performed in excess of seven hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - FIELD (HEAVY CONSTRUCTION)

(Construction of Roads, Tunnels, Bridges, Sewers, Building Foundations, Engineering Structures etc.)

Field Engineer - HC Party Chief

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $77.94
Supplemental Benefit Rate per Hour: $44.82
Supplemental Note: Overtime benefit rate - $63.41 per hour (time & one half), $82.00 per hour (double time).

Field Engineer - HC Instrument Person

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $56.07
Supplemental Benefit Rate per Hour: $44.82
Supplemental Note: Overtime benefit rate - $63.41 per hour (time & one half), $82.00 per hour (double time).

Field Engineer - HC Rodperson

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $46.34
Supplemental Benefit Rate per Hour: $44.82

Supplemental Note: Overtime benefit rate - $63.41 per hour (time & one half), $82.00 per hour (double time).

Overtime Description

Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - FIELD (STEEL ERECTION)

Field Engineer - Steel Erection Party Chief

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $72.66
Supplemental Benefit Rate per Hour: $44.37
Supplemental Note: Overtime benefit rate - $62.73 per hour (time & one half), $81.09 per hour (double time).

Field Engineer - Steel Erection Instrument Person

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $55.67
Supplemental Benefit Rate per Hour: $44.37
Supplemental Note: Overtime benefit rate - $62.73 per hour (time & one half), $81.09 per hour (double time).

Field Engineer - Steel Erection Rodperson

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $35.79
Supplemental Benefit Rate per Hour: $44.37
Supplemental Note: Overtime benefit rate - $62.73 per hour (time & one half), $81.09 per hour (double time).

Overtime Description

Time and one half the regular rate for Saturday for the first eight hours worked.
Double time the regular rate for Saturday for work performed in excess of eight hours.

Overtime

Time and one half the regular rate after an 8 hour day.
Double time the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - OPERATING

Operating Engineer - Road & Heavy Construction I

Back Filling Machines, Cranes, Mucking Machines and Dual Drum Paver.

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $90.59
Supplemental Benefit Rate per Hour: $36.05
Supplemental Note: $65.90 overtime hours
Shift Wage Rate: $144.94

Operating Engineer - Road & Heavy Construction II

Backhoes, Power Shovels, Hydraulic Clam Shells, Steel Erection, Moles and machines of a similar nature.

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $93.75
Supplemental Benefit Rate per Hour: $36.05
Supplemental Note: $65.90 overtime hours
Shift Wage Rate: $150.00

Operating Engineer - Road & Heavy Construction III

Mine Hoists (Cranes, etc. when used as Mine Hoists)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $96.73
Supplemental Benefit Rate per Hour: $36.05
Supplemental Note: $65.90 overtime hours
Shift Wage Rate: $154.77

Operating Engineer - Road & Heavy Construction IV

Gradealls, Keystones, Cranes on land or water (with digging buckets), Bridge Cranes, Vermeer Cutter and machines of a similar nature, Trenching Machines.

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $94.42
Supplemental Benefit Rate per Hour: $36.05
Supplemental Note: $65.90 overtime hours
Shift Wage Rate: $151.07

Operating Engineer - Road & Heavy Construction V

Pile Drivers & Rigs (working alongside Dock Builder foreperson): Derrick Boats, Tunnel Shovels.

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $92.58
Supplemental Benefit Rate per Hour: $36.05
Supplemental Note: $65.90 overtime hours
Shift Wage Rate: $148.13

Operating Engineer - Road & Heavy Construction VI

Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power Houses (Low Air Pressure Units).

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $88.01
Supplemental Benefit Rate per Hour: $36.05
Supplemental Note: $65.90 overtime hours
Shift Wage Rate: $140.82

Operating Engineer - Road & Heavy Construction VII

Barrier Movers, Barrier Transport and Machines of a Similar Nature.

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $71.33
Supplemental Benefit Rate per Hour: $36.05
Supplemental Note: $65.90 overtime hours
Shift Wage Rate: $114.13

Operating Engineer - Road & Heavy Construction VIII

Utility Compressors

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $55.65
Supplemental Benefit Rate per Hour: $36.05
Supplemental Note: $65.90 overtime hours
Shift Wage Rate: $69.81

Operating Engineer - Road & Heavy Construction IX

Horizontal Boring Rig

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $83.78
Supplemental Benefit Rate per Hour: $36.05
Supplemental Note: $65.90 overtime hours
Shift Wage Rate: $134.05

Operating Engineer - Road & Heavy Construction X

Elevators (manually operated as personnel hoist).

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $77.11
Supplemental Benefit Rate per Hour: $36.05
Supplemental Note: $65.90 overtime hours
Shift Wage Rate: $123.38

Operating Engineer - Road & Heavy Construction XI

Compressors (Portable 3 or more in battery), Driving of Truck Mounted Compressors, Well-point Pumps, Tugger Machines Well Point Pumps, Churn Drill.

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $60.16
Supplemental Benefit Rate per Hour: $36.05
Supplemental Note: $65.90 overtime hours
Shift Wage Rate: $96.26

Operating Engineer - Road & Heavy Construction XII

All Drills and Machines of a similar nature.

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $88.94
Supplemental Benefit Rate per Hour: $36.05
Supplemental Note: $65.90 overtime hours

Shift Wage Rate: $142.30

Operating Engineer - Road & Heavy Construction XIII

Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoist, Power Houses (other than above).

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $86.19
Supplemental Benefit Rate per Hour: $36.05
Supplemental Note: $65.90 overtime hours
Shift Wage Rate: $137.90

Operating Engineer - Road & Heavy Construction XIV

Concrete Mixer

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $82.44
Supplemental Benefit Rate per Hour: $36.05
Supplemental Note: $65.90 overtime hours
Shift Wage Rate: $131.90

Operating Engineer - Road & Heavy Construction XV

Compressors (Portable Single or two in Battery, not over 100 feet apart), Pumps (River Cofferdam) and Welding Machines, Push Button Machines, All Engines Irrespective of Power (Power-Pac) used to drive auxiliary equipment, Air, Hydraulic, etc.

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $56.01
Supplemental Benefit Rate per Hour: $36.05
Supplemental Note: $65.90 overtime hours
Shift Wage Rate: $89.62

Operating Engineer - Road & Heavy Construction XVI

Concrete Breaking Machines, Hoists (Single Drum), Load Masters, Locomotives (over ten tons) and Dinkies over ten tons, Hydraulic Crane-Second Engineer.

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $78.79
Supplemental Benefit Rate per Hour: $36.05
Supplemental Note: $65.90 overtime hours
Shift Wage Rate: $126.06

Operating Engineer - Road & Heavy Construction XVII

On-Site concrete plant engineer, On-site Asphalt Plant Engineer, and Vibratory console.

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **$79.36**
Supplemental Benefit Rate per Hour: **$36.05**
Supplemental Note: **$65.90 overtime hours**
Shift Wage Rate: **$126.98**

Operating Engineer - Road & Heavy Construction XVIII

Tower Crane

Effective Period: **7/1/2023 - 6/30/2024**
Wage Rate per Hour: **$113.37**
Supplemental Benefit Rate per Hour: **$36.05**
Supplemental Note: **$65.90 overtime hours**
Shift Wage Rate: **$181.39**

Operating Engineer - Paving I

Asphalt Spreaders, Autogrades (C.M.I.), Roto/Mil

Effective Period: **7/1/2023 - 6/30/2024**
Wage Rate per Hour: **$88.01**
Supplemental Benefit Rate per Hour: **$36.05**
Supplemental Note: **$65.90 overtime hours**
Shift Wage Rate: **$140.82**

Operating Engineer - Paving II

Asphalt Roller

Effective Period: **7/1/2023 - 6/30/2024**
Wage Rate per Hour: **$85.79**
Supplemental Benefit Rate per Hour: **$36.05**
Supplemental Note: **$65.90 overtime hours**
Shift Wage Rate: **$137.26**

Operating Engineer - Paving III

Asphalt Plants

Effective Period: **7/1/2023 - 6/30/2024**
Wage Rate per Hour: **$72.72**
Supplemental Benefit Rate per Hour: **$36.05**
Supplemental Note: **$65.90 overtime hours**
Shift Wage Rate: **$116.35**

Operating Engineer - Concrete I

Cranes

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $94.01
Supplemental Benefit Rate per Hour: $36.05
Supplemental Note: $65.90 overtime hours

Operating Engineer - Concrete II

Compressors

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $56.43
Supplemental Benefit Rate per Hour: $36.05
Supplemental Note: $65.90 overtime hours

Operating Engineer - Concrete III

Micro-traps (Negative Air Machines), Vac-All Remediation System.

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $75.37
Supplemental Benefit Rate per Hour: $36.05
Supplemental Note: $65.90 overtime hours

Operating Engineer - Steel Erection I

Three Drum Derricks

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $97.68
Supplemental Benefit Rate per Hour: $36.05
Supplemental Note: $65.90 overtime hours
Shift Wage Rate: $156.29

Operating Engineer - Steel Erection II

Cranes, 2 Drum Derricks, Hydraulic Cranes, Fork Lifts and Boom Trucks.

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $93.89
Supplemental Benefit Rate per Hour: $36.05
Supplemental Note: $65.90 overtime hours
Shift Wage Rate: $150.22

Operating Engineer - Steel Erection III

Compressors, Welding Machines.

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $56.29
Supplemental Benefit Rate per Hour: $36.05

Supplemental Note: $65.90 overtime hours
Shift Wage Rate: $90.06

Operating Engineer - Steel Erection IV

Compressors - Not Combined with Welding Machine. (Public Works Only)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $53.64
Supplemental Benefit Rate per Hour: $36.05
Supplemental Note: $65.90 overtime hours
Shift Wage Rate: $85.82

Operating Engineer - Building Work I

Forklifts, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $73.47
Supplemental Benefit Rate per Hour: $36.05
Supplemental Note: $65.90 overtime hours

Operating Engineer - Building Work II

Compressors, Welding Machines (Cutting Concrete-Tank Work), Paint Spraying, Sandblasting, Pumps (with the exclusion of Concrete Pumps), All Engines irrespective of Power (Power-Pac) used to drive Auxiliary Equipment, Air, Hydraulic, Jacking System, etc.

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $55.13
Supplemental Benefit Rate per Hour: $36.05
Supplemental Note: $65.90 overtime hours

Operating Engineer - Building Work III

Double Drum

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $89.09
Supplemental Benefit Rate per Hour: $36.05
Supplemental Note: $65.90 overtime hours

Operating Engineer - Building Work IV

Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $94.30
Supplemental Benefit Rate per Hour: $36.05

Supplemental Note: $65.90 overtime hours

Operating Engineer - Building Work V

Dismantling and Erection of Cranes, Relief Engineer.

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $81.57
Supplemental Benefit Rate per Hour: $36.05
Supplemental Note: $65.90 overtime hours

Operating Engineer - Building Work VI

4 Pole Hoist, Single Drum Hoists.

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $80.71
Supplemental Benefit Rate per Hour: $36.05
Supplemental Note: $65.90 overtime hours

Operating Engineer - Building Work VII

Rack & Pinion and House Cars

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $64.28
Supplemental Benefit Rate per Hour: $36.05
Supplemental Note: $65.90 overtime hours
For New House Car projects Wage Rate per Hour $51.40
For New House Car projects: Supplemental Benefit overtime hours: $50.98

Overtime Description

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

For House Cars and Rack & Pinion only: Overtime paid at time and one-half for all hours in excess of eight hours in a day, Saturday, Sunday and Holidays worked.

Overtime

Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day

Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

When two (2) or more shifts are employed, single time will be paid for each shift.
For Steel Erection Only: Shifts may be worked at the single time rate at other than the regular working hours (8:00 A.M. to 4:30 P.M.) on the following work ONLY: Heavy construction jobs on work below the street level, over railroad tracks and on building jobs.

(Operating Engineer Local #14)

FLOOR COVERER

(Interior vinyl composition tile, sheath vinyl linoleum and wood parquet tile including site preparation and synthetic turf not including site preparation)

Floor Coverer

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $55.05
Supplemental Benefit Rate per Hour: $47.88

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas
Christmas Day
Day before New Year's Day

Shift Rates

Two shifts may be utilized with the first shift working 8 a.m. to the end of the shift at straight time rate of pay. The wage rate for the second shift consisting of 7 hours shall be paid at 114.29% of straight time wage rate. The wage rate for the second shift consisting of 8 hours shall be paid 112.5% of the straight time wage rate. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Carpenters District Council)

GLAZIER
(New Construction, Remodeling, and Alteration)

Glazier

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $47.95
Supplemental Benefit Rate per Hour: $53.34

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

Shifts shall be any 8 consecutive hours after the normal working day for which the Glazier shall receive 9 hours pay for 8 hours worked.

(Local #1281)

GLAZIER - REPAIR & MAINTENANCE

(For the Installation of Glass - All repair and maintenance work on a particular building.)

Craft Jurisdiction for repair, maintenance and fabrication

Plate glass replacement, Storm windows and storm doors, Herculite door repairs, Door closer repairs, Glass tinting.

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $27.05
Supplemental Benefit Rate per Hour: $26.50

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Sunday.
Time and one half the regular rate for work on the following holiday(s).
Time and one half the regular hourly rate after 40 straight time hours in any work week.

Paid Holidays

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Local #1281)

HAZARDOUS MATERIAL HANDLER

(Removal, abatement, encapsulation or decontamination of asbestos, lead, mold, or other toxic or hazardous waste/materials)

Handler

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $38.55
Supplemental Benefit Rate per Hour: $20.60

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $39.00
Supplemental Benefit Rate per Hour: $21.30

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Sunday.
Time and one half the regular hourly rate after 40 straight time hours in any work week.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
Easter

Paid Holidays
None

(Local #78 and Local #12A)

HEAT AND FROST INSULATOR

Heat & Frost Insulator

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $69.96
Supplemental Benefit Rate per Hour: $35.76

Overtime Description
Premium rate shall be paid for supplemental benefits during overtime work.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day

Memorial Day
Independence Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Triple time the regular rate for work on the following holiday(s).
Labor Day

Paid Holidays
None

Shift Rates
The first shift shall work seven hours at the regular straight time rate. The second and third shift shall work seven hours the regular straight time hourly rate plus a fourteen percent wage and benefit premium. There must be a first shift to work the second shift, and a second shift to work the third shift. Off-hour jobs in occupied buildings may be worked on weekdays with an increment of one-dollar ($1.00) per hour and eight (8) hours pay for seven (7) hours worked.

(Local #12) (BCA)

HOUSE WRECKER
(TOTAL DEMOLITION)

House Wrecker - Tier A

On all work sites the first, second, eleventh and every third House Wrecker thereafter will be Tier A House Wreckers (i.e. 1st, 2nd, 11th, 14th etc). Other House Wreckers may be Tier B House Wreckers.

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $38.93
Supplemental Benefit Rate per Hour: $31.27

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $39.23
Supplemental Benefit Rate per Hour: $31.57

House Wrecker - Tier B

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $28.16
Supplemental Benefit Rate per Hour: $23.68

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $28.46
Supplemental Benefit Rate per Hour: $23.98

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

(Mason Tenders District Council)

IRON WORKER - ORNAMENTAL

Iron Worker - Ornamental

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $47.15
Supplemental Benefit Rate per Hour: $63.75
Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $47.40
Supplemental Benefit Rate per Hour: $64.75
Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Overtime Description
Time and one half the regular rate after a 7 hour day for a maximum of two hours on any regular work day (the 8th and 9th hour) and double time shall be paid for all work on a regular work day thereafter. Time and one half the regular rate for Saturday for the first seven hours of work and double time should be paid for all work on a Saturday thereafter. Four (4), ten (10) hour days may be worked at straight time, Monday to Thursday.

Overtime
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
When two or three shifts are employed on a job, Monday through Friday, each shift will be paid eight (8) hours at the straight time rate for eight (8) hours of work; at time and one-half the regular straight time rate for the first two (2) hours of overtime worked beyond eight (8) hours; and at double time for all work thereafter. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, eight (8) hours will be paid at straight time rate for seven (7) hours of work, and all overtime shall be paid at time and one-half the regular straight time rates. On Saturday, Sundays and Holidays, time and one-half the regular straight time rate shall be paid for all work up to seven (7) hours and double time shall be paid for all work thereafter.

(Local #580)

IRON WORKER - STRUCTURAL

Iron Worker - Structural

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $57.20
Supplemental Benefit Rate per Hour: $86.77
Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $57.70
Supplemental Benefit Rate per Hour: $88.02
Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Overtime Description

Monday through Friday- the first eight hours are paid at straight time, the 9th and 10th hours are paid at time and one-half the regular rate, all additional weekday overtime is paid at double the regular rate. Saturdays- the first eight hours are paid at time and one-half the regular rate, double time thereafter. Sunday-all shifts are paid at double time. Four Days a week at Ten (10) hours straight time is allowed.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.
1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

Monday through Friday - First Shift: First eight hours are paid at straight time, the 9th & 10th hours are paid at time and a half, double time paid thereafter. Second and third Shifts: First eight hours are paid at time and one-half, double time thereafter. Saturdays: All shifts, first eight hours paid at time and one-half, double time thereafter: Sunday all shifts are paid at double time.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday.

(Local #40 & #361)

LABORER
(Foundation, Concrete, Excavating, Street Pipe Layer and Common)

Laborer

Excavation and foundation work for buildings, heavy construction, engineering work, and hazardous waste removal in connection with the above work. Landscaping tasks in connection with heavy construction work, engineering work and building projects. Projects include, but are not limited to pollution plants, sewers, parks, subways, bridges, highways, etc.

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $44.50

Supplemental Benefit Rate per Hour: $52.23

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

Paid Holidays
Labor Day
Thanksgiving Day

Shift Rates
When two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

(Local #731)

LANDSCAPING
(Landscaping tasks, such as tree pruning, tree removing and spraying in connection with Green Infrastructure maintenance and the planting of street trees and trees in City parks, but not when such activities are performed as part of construction or reconstruction projects.)

Landscaper (Year 6 and above)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $36.64
Supplemental Benefit Rate per Hour: $17.55

Landscaper (Year 3 - 5)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $35.47

Supplemental Benefit Rate per Hour: $17.55

Landscaper (up to 3 years)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $32.55
Supplemental Benefit Rate per Hour: $17.55

Groundperson

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $32.55
Supplemental Benefit Rate per Hour: $17.55

Tree Remover / Pruner

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $42.51
Supplemental Benefit Rate per Hour: $17.55

Landscaper Sprayer (Pesticide Applicator)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $30.80
Supplemental Benefit Rate per Hour: $17.55

Watering - Plant Maintainer

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $24.92
Supplemental Benefit Rate per Hour: $17.55

Overtime Description

For all overtime work performed, supplemental benefits shall include an additional seventy-five ($0.75) cents per hour.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Time and one half the regular rate for work on a holiday plus the day's pay.

Paid Holidays

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Shift Rates

Work performed on a 4pm to 12am shift has a 15% differential. Work performed on a 12am to 8am shift has a 20% differential.

(Local #175)

MARBLE MECHANIC

Marble Setter

Effective Period: 7/1/2023 - 7/2/2023
Wage Rate per Hour: $57.82
Supplemental Benefit Rate per Hour: $42.86

Effective Period: 7/3/2023 - 1/14/2024
Wage Rate per Hour: $58.12
Supplemental Benefit Rate per Hour: $43.31

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $58.47
Supplemental Benefit Rate per Hour: $43.71

Marble Finisher

Effective Period: 7/1/2023 - 7/2/2023
Wage Rate per Hour: $44.77
Supplemental Benefit Rate per Hour: $40.16

Effective Period: 7/3/2023 - 1/14/2024
Wage Rate per Hour: $45.10
Supplemental Benefit Rate per Hour: $40.36

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $45.37
Supplemental Benefit Rate per Hour: $40.61

Marble Polisher

Effective Period: 7/1/2023 - 7/2/2023
Wage Rate per Hour: $43.97
Supplemental Benefit Rate per Hour: $32.76

Effective Period: 7/3/2023 - 1/14/2024
Wage Rate per Hour: $44.19

Supplemental Benefit Rate per Hour: $33.11

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $44.40
Supplemental Benefit Rate per Hour: $33.46

Marble Maintenance Finisher

Effective Period: 7/1/2023 - 7/2/2023
Wage Rate per Hour: $27.26
Supplemental Benefit Rate per Hour: $14.55

Effective Period: 7/3/2023 - 1/14/2024
Wage Rate per Hour: $27.44
Supplemental Benefit Rate per Hour: $14.77

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $27.56
Supplemental Benefit Rate per Hour: $15.06

Overtime Description
Supplemental Benefit contributions are to be made at the applicable overtime rates.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

(Local #7)

MASON TENDER

Mason Tender

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $43.80
Supplemental Benefit Rate per Hour: $29.39
before calculating premium wage component deduct $3.00

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $44.70
Supplemental Benefit Rate per Hour: $29.99
before calculating premium wage component deduct $3.25

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
The employer may work two (2) shifts with the first shift at the straight time wage rate and the second shift receiving eight (8) hours paid for seven (7) hours work at the straight time wage rate. When it is not possible to conduct alteration work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Local #79)

MASON TENDER (INTERIOR DEMOLITION WORKER)

Mason Tender Tier A

Tier A Interior Demolition Worker performs all burning, chopping, and other technically skilled tasks related to interior demolition work.

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $39.19
Supplemental Benefit Rate per Hour: $24.60
before calculating premium wage component deduct $1.50

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $39.70
Supplemental Benefit Rate per Hour: $24.84
before calculating premium wage component deduct $1.70

Mason Tender Tier B

Tier B Interior Demolition Worker performs manual work and work incidental to demolition work, such as loading and carting of debris from the work site to an area where it can be loaded in to bins/trucks for removal. Also performs clean-up of the site when demolition is completed.

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $28.38
Supplemental Benefit Rate per Hour: $18.92
before calculating premium wage component deduct $1.50

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $29.89
Supplemental Benefit Rate per Hour: $19.16
before calculating premium wage component deduct $1.70

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

(Local #79)

METALLIC LATHER

Metallic Lather

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $46.45
Supplemental Benefit Rate per Hour: $52.80
Supplemental Note: For time and one half overtime - $64.80 For double overtime - $81.60

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

Paid Holidays
1/2 day on Christmas Eve if work is performed in the A.M.
1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates
Off-shift work outside of normal working hours shall receive straight time rate plus $12 per hour for the first eight (8) hours.

(Local #46)

MILLWRIGHT

Millwright

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $58.70
Supplemental Benefit Rate per Hour: $57.11

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

Paid Holidays
1/2 day on Christmas Eve if work is performed in the A.M.
1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates
Second and third shifts receives the straight time rate of pay plus fifteen (15%) percent allowing for one half hour for a meal. There must be a first shift to work a second and third shift. All additional hours worked shall be paid at the time and one-half rate of pay plus fifteen (15%) percent for weekday hours.

(Local #740)

MOSAIC MECHANIC

Mosaic Mechanic - Mosaic & Terrazzo Mechanic

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $53.40
Supplemental Benefit Rate per Hour: $45.67

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $53.57
Supplemental Benefit Rate per Hour: $46.52

Mosaic Mechanic - Mosaic & Terrazzo Finisher

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $51.79
Supplemental Benefit Rate per Hour: $45.67

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $51.96
Supplemental Benefit Rate per Hour: $46.52

Mosaic Mechanic - Machine Operator Grinder

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $51.79
Supplemental Benefit Rate per Hour: $45.67

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $51.96
Supplemental Benefit Rate per Hour: $46.52

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Washington's Birthday
Good Friday
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

(Local #7)

PAINTER

Painter - Brush & Roller

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: $43.00
Supplemental Benefit Rate per Hour: $40.88
Supplemental Note: $46.62 on overtime

Spray & Scaffold / Decorative / Sandblast

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $46.00
Supplemental Benefit Rate per Hour: $40.88
Supplemental Note: $46.62 on overtime

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

(District Council of Painters #9)

PAINTER - LINE STRIPING (ROADWAY)
see PAVER AND ROADBUILDER - LINE STRIPING (ROADWAY)

PAINTER - METAL POLISHER

METAL POLISHER

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **$32.93**
Supplemental Benefit Rate per Hour: **$11.99**

METAL POLISHER - NEW CONSTRUCTION

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: **$33.88**
Supplemental Benefit Rate per Hour: **$11.99**

METAL POLISHER - SCAFFOLD OVER 34 FEET

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: **$36.43**
Supplemental Benefit Rate per Hour: **$11.99**

ASSISTANT METAL POLISHER

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: **$25.71**
Supplemental Benefit Rate per Hour: **$11.51**

ASSISTANT METAL POLISHER - NEW CONSTRUCTION

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: **$26.66**
Supplemental Benefit Rate per Hour: **$11.51**

ASSISTANT METAL POLISHER - SCAFFOLD OVER 34 FEET

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: **$28.21**
Supplemental Benefit Rate per Hour: **$11.51**

Overtime Description

All work performed on Saturdays shall be paid at time-in-a half. The exception being; for suspended scaffold work and work deemed as a construction project; an eight (8) hour shift lost during the week due to circumstances beyond the control of the employer, up to a maximum of eight (8) hours per week, may be worked on Saturday at the straight time rate.

Holiday Pay
Only employees who have completed one year of service, including any trial period shall be eligible for holiday pay.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.
Triple time the regular rate for work on the following holiday(s).

Paid Holidays
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates
Four Days a week at Ten (10) hours straight a day.

Local 8A-28A

PAINTER - SIGN

Sign Painter

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $45.54
Supplemental Benefit Rate per Hour: $22.29

Assistant Sign Painter

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $38.70
Supplemental Benefit Rate per Hour: $20.20

Overtime Description
If any employee is required to work on any of the paid holidays then the employee shall receive double time rate of wages as well as the holiday pay for that day.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Paid Holidays
New Year's Day
President's Day
Memorial Day

Independence Day
Labor Day
Columbus Day
Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Vacation

At least 1 year of employment.....1 week
2 years or more of employment.....2 weeks
8 years or more of employment.....3 weeks

(Local #8A-28A)

PAINTER - STRUCTURAL STEEL

Painters on Structural Steel

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $54.50
Supplemental Benefit Rate per Hour: $51.33

Painter - Power Tool

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $61.00
Supplemental Benefit Rate per Hour: $51.33
Overtime Wage Rate: $6.50 above the "Painters on Structural Steel" overtime rate.

Overtime Description

Supplemental Benefits shall be paid for each hour worked, up to forty (40) hours per week for the period of May 1st to November 15th or up to fifty (50) hours per week for the period of November 16th to April 30th.

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
Second shift is paid at regular hourly wage rates plus a ten percent (10%) differential. There must be a first shift in order to work a second shift.

(Local #806)

PAPERHANGER

Paperhanger

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $48.02
Supplemental Benefit Rate per Hour: $40.51
Supplemental Note: Supplemental benefits are to be paid at the appropriate straight time and overtime rate.

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
Evening shift - 4:30 P.M. to 12:00 Midnight (regular rate of pay); any work performed before 7:00 A.M. shall be at time and one half the regular base rate of pay.

(District Council of Painters #9)

PAVER AND ROADBUILDER

Paver & Roadbuilder - Formsetter

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $48.85
Supplemental Benefit Rate per Hour: $51.87
Supplemental Note: For time and one half overtime - $56.37 For double overtime - $60.87

Paver & Roadbuilder - Laborer

Paving and road construction work, regardless of material used, including but not limited to preparation of job sites, removal of old surfaces, asphalt and/or concrete, by whatever method, including but not limited to milling; laying of concrete; laying of asphalt for temporary, patchwork, and utility paving (but not production paving); site preparation and incidental work for installation of rubberized materials and similar surfaces; installation and repair of temporary construction fencing; slurry/seal coating, paving stones, maintenance of safety surfaces; play equipment installation, and other related work.

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $44.98
Supplemental Benefit Rate per Hour: $51.87
Supplemental Note: For time and one half overtime - $56.37 For double overtime - $60.87

Production Paver & Roadbuilder - Screed Person

(Production paving is asphalt paving when using a paving machine or on a project where a paving machine is traditionally used)

Adjustment of paving machinery on production paving jobs.

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $49.45
Supplemental Benefit Rate per Hour: $51.87
Supplemental Note: For time and one half overtime - $56.37 For double overtime - $60.87

Production Paver & Roadbuilder - Raker

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $48.85
Supplemental Benefit Rate per Hour: $51.87
Supplemental Note: For time and one half overtime - $56.37 For double overtime - $60.87

Production Paver & Roadbuilder - Shoveler

General laborer (except removal of surfaces - see Paver and Roadbuilder-Laborer) including but not limited to tamper, AC paint and liquid tar work.

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: $44.98
Supplemental Benefit Rate per Hour: $51.87
Supplemental Note: For time and one half overtime - $56.37 For double overtime - $60.87

Overtime Description
If an employee works New Year's Day or Christmas Day, they receive the single time rate plus 25%.

For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day

Paid Holidays
Memorial Day
Independence Day
Labor Day
Thanksgiving Day

Shift Rates
When two shifts are employed, the work period for each shift shall be a continuous eight (8) hours. When three shifts are employed, each shift will work seven and one half (7 ½) hours but will be paid for eight (8) hours at the straight time rate since only one half (1/2) hour is allowed for meal time.
When two or more shifts are employed, single time will be paid for each shift.

Night Work - On night work, the first eight (8) hours of work will be paid for at the single time rate, except that production paving work shall be paid at 10% over the single time rate for the screed person, rakers and shovelers directly involved only. This differential is to be paid when there is only one shift and the shift works at night. All other workers will be exempt. Hours worked over eight (8) hours during said shift shall be paid for at the time and one-half rate.

(Local #1010)

PAVER AND ROADBUILDER - LINE STRIPING (ROADWAY)

Striping - Machine Operator

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $40.00
Supplemental Benefit Rate per Hour: $17.27
Supplemental Note: For time and one half overtime - $18.27 For double overtime - $19.27

Lineperson (Thermoplastic)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $44.00
Supplemental Benefit Rate per Hour: $17.27
Supplemental Note: For time and one half overtime - $18.27 For double overtime - $19.27

Striping Assistant & Traffic Safety

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $38.00
Supplemental Benefit Rate per Hour: $17.27
Supplemental Note: For time and one half overtime - $18.27 For double overtime - $19.27

Overtime Description

For Paid Holidays: Employees will only receive Holiday Pay for holidays not worked if said employee worked both the regularly scheduled workday before and after the holiday.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.
Time and one half the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Vacation

Employees with one to two years service shall accrue vacation based on hours worked: 250 hours worked - 1 day vacation; 500 hours worked - 2 days vacation; 750 hours worked - 3 days vacation; 900 hours worked - 4 days vacation; 1,000 hours worked - 5 days vacation. Employees with two to five years service receive two weeks vacation. Employees with five to twenty years service receive three weeks vacation. Employees with twenty to twenty-five years service receive four weeks vacation. Employees with 25 or more years service receive five weeks vacation.

(Local #1010)

PLASTERER

Plasterer

Effective Period: 7/1/2023 - 7/31/2023
Wage Rate per Hour: $52.08
Supplemental Benefit Rate per Hour: $23.74

Effective Period: 8/1/2023 - 6/30/2024
Wage Rate per Hour: $52.10
Supplemental Benefit Rate per Hour: $25.35

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
When it is not possible to conduct work during regular working hours (between 6:30am and 4:30pm), a shift differential shall be paid at the regular hourly rate plus a twelve percent (12%) per hour differential. Workers on shift work shall be allowed a paid one-half hour meal break.

(Local #262)

PLASTERER - TENDER

Plasterer - Tender

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $39.95
Supplemental Benefit Rate per Hour: $31.99

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
When work commences outside regular work hours, workers receive an hour additional (differential) wage and supplement payment. Eight hours pay for seven hours work or nine hours pay for eight hours work.

(Mason Tenders District Council)

PLUMBER

Plumber

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $72.50
Supplemental Benefit Rate per Hour: $41.45
Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $73.70
Supplemental Benefit Rate per Hour: $42.25
Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Plumber - Temporary Services

Temporary Services - When there are no Plumbers on the job site, there may be three shifts designed to cover the entire twenty-four hour period, including weekends if necessary, at the following rate straight time.

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $58.08
Supplemental Benefit Rate per Hour: $33.08

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $59.04
Supplemental Benefit Rate per Hour: $33.72

Overtime
Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates
30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday. 50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

PLUMBER (MECHNICAL EQUIPMENT AND SERVICE)
(Mechanical Equipment and Service work shall include any repair and/or replacement of the present plumbing system.)

Plumber

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $47.45

Supplemental Benefit Rate per Hour: $20.51

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $48.20
Supplemental Benefit Rate per Hour: $21.36

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

(Plumbers Local # 1)

PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION)

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $50.35
Supplemental Benefit Rate per Hour: $29.73

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $51.19
Supplemental Benefit Rate per Hour: $30.29

Overtime
Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day

Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday. 50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

PLUMBER: PUMP & TANK
Oil Trades (Installation and Maintenance)

Plumber - Pump & Tank

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $69.73
Supplemental Benefit Rate per Hour: $28.48

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
All work outside the regular workday (8:00 A.M. to 3:30 P.M.) is to be paid at time and one half the regular hourly rate

(Plumbers Local #1)

POINTER, WATERPROOFER, CAULKER, SANDBLASTER, STEAMBLASTER
(Exterior Building Renovation)

Journeyperson

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $61.93
Supplemental Benefit Rate per Hour: $30.25

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
All work outside the regular work day (an eight hour workday between the hours of 6:00 A.M. and 4:00 P.M.) is to be paid at time and one half the regular rate. However, the employer may establish one (1) or two (2) shifts

starting at or after 4:00 P.M. to be paid at the regular hourly rate plus a 10% differential. For projects bid and performed after July 1, 2023, the first shift shall be paid at the regular hourly rate plus a 5% differential.

(Bricklayer District Council)

ROOFER

Roofer

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $46.50
Supplemental Benefit Rate per Hour: $38.31

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
Second shift - Regular hourly rate plus a 10% differential. Third shift - Regular hourly rate plus a 15% differential. There must be a first shift to work the second shift, and a second shift to work the third shift. All other work outside the regular work day (an eight hour workday between the hours of 5:00 A.M. and 4:00 P.M.) is to be paid at time and one half the regular rate.

(Local #8)

SHEET METAL WORKER

Sheet Metal Worker

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $52.60
Supplemental Benefit Rate per Hour: $56.93
Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $53.60
Supplemental Benefit Rate per Hour: $58.43
Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Sheet Metal Worker - Fan Maintenance

(The temporary operation of fans or blowers in new or existing buildings for heating and/or ventilation, and/or air conditioning prior to the completion of the project.)

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $42.08
Supplemental Benefit Rate per Hour: $56.93

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $42.88
Supplemental Benefit Rate per Hour: $58.43

Sheet Metal Worker - Duct Cleaner

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $19.30
Supplemental Benefit Rate per Hour: $12.35

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $19.57
Supplemental Benefit Rate per Hour: $12.72

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving

Christmas Day

Paid Holidays
None

Shift Rates
Work that can only be performed outside regular working hours (eight hours of work between 7:30 A.M. and 3:30 P.M.) - First shift (work between 3:30 P.M. and 11:30 P.M.) - 10% differential above the established hourly rate. Second shift (work between 11:30 P.M. and 7:30 A.M.) - 15% differential above the established hourly rate.

For Fan Maintenance: On all full shifts of fan maintenance work the straight time hourly rate of pay will be paid for each shift, including nights, Saturdays, Sundays, and holidays.

(Local #28)

SHEET METAL WORKER - SPECIALTY
(Decking & Siding)

Sheet Metal Specialty Worker

The first worker to perform this work must be paid at the rate of the Sheet Metal Worker. The second and third workers shall be paid the Specialty Worker Rate. The ratio of One Sheet Metal Worker, then Two Specialty Workers shall be utilized thereafter.

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $49.40
Supplemental Benefit Rate per Hour: $28.99
Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $50.10
Supplemental Benefit Rate per Hour: $30.04
Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day

Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

(Local #28)

SHIPYARD WORKER

Shipyard Mechanic - First Class

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $30.26
Supplemental Benefit Rate per Hour: $3.80

Shipyard Mechanic - Second Class

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $21.63
Supplemental Benefit Rate per Hour: $3.30

Shipyard Laborer - First Class

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $23.59
Supplemental Benefit Rate per Hour: $3.70

Shipyard Laborer - Second Class

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $18.43
Supplemental Benefit Rate per Hour: $3.43

Shipyard Dockhand - First Class

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $25.82
Supplemental Benefit Rate per Hour: $3.54

Shipyard Dockhand - Second Class

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $18.83
Supplemental Benefit Rate per Hour: $3.58

Overtime Description
Work performed on holiday is paid double time the regular hourly wage rate plus holiday pay.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Time and one half the regular hourly rate after 40 straight time hours in any work week.

Paid Holidays
New Year's Day
Martin Luther King Jr. Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Based on Survey Data

SIGN ERECTOR
(Sheet Metal, Plastic, Electric, and Neon)

Sign Erector

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $56.00
Supplemental Benefit Rate per Hour: $61.89

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $58.00
Supplemental Benefit Rate per Hour: $63.44

Overtime
Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.
Time and one half the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Time and one half the regular hourly rate is to be paid for all hours worked outside the regular workday either (7:00 A.M. through 2:30 P.M.) or (8:00 A.M. through 3:30 P.M.)

(Local #137)

STEAMFITTER

Steamfitter

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $69.05
Supplemental Benefit Rate per Hour: $53.14
Supplemental Note: Overtime supplemental benefit rate: $105.54

Steamfitter -Temporary Services

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $52.48
Supplemental Benefit Rate per Hour: $43.57

Overtime Description

Double time after a 7 hour day except for Temporary Services.

Overtime

Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
May be performed outside of the regular workday except Saturday, Sunday and Holidays. When shift work is performed the wage rate for regular time worked is a 15% percent premium on wage and 15% percent premium on supplemental benefits.

Local 638

STEAMFITTER - REFRIGERATION AND AIR CONDITIONER
(Maintenance and Installation Service Person)

Refrigeration and Air Conditioner Mechanic

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $44.85
Supplemental Benefit Rate per Hour: $20.71

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $45.10
Supplemental Benefit Rate per Hour: $21.71

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Independence Day
Labor Day
Veteran's Day

Thanksgiving Day
Christmas Day

Double time and one half the regular rate for work on the following holiday(s).
Martin Luther King Jr. Day
President's Day
Memorial Day
Columbus Day

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

(Local #638-B)

STONE MASON - SETTER

Stone Mason - Setter

(Assisted by Derrickperson and Rigger)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $56.15
Supplemental Benefit Rate per Hour: $53.35

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
1/2 day on Christmas Eve if work is performed in the A.M.

Shift Rates
For all work outside the regular workday (8:00 A.M. to 3:30 P.M. Monday through Friday), the pay shall be straight time plus a ten percent (10%) differential.

(Bricklayers District Council)

TAPER

Drywall Taper

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $48.47
Supplemental Benefit Rate per Hour: $30.01

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $48.47
Supplemental Benefit Rate per Hour: $32.36

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

Paid Holidays
Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

(Local #1974)

TELECOMMUNICATION WORKER

(Install/maintain/repair telecommunications cables carrying data, video, and/or voice except for installation on building construction/alteration/renovation projects.)

Telecommunication Worker

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $47.03
Supplemental Benefit Rate per Hour: $23.15
Supplemental Note: The above rate applies for Manhattan, Bronx, Brooklyn, Queens. $22.84 for Staten Island only.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

Paid Holidays

New Year's Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day
Employees have the option of observing either Martin Luther King's Birthday or the day after Thanksgiving instead of Lincoln's Birthday

Shift Rates
For any workday that starts before 8A.M. or ends after 6P.M. there is a 10% differential for the applicable worker's hourly rate.

Vacation
After 6 months.....one week.
After 12 months but less than 7 years.....two weeks.
After 7 or more but less than 15 years.....three weeks.
After 15 years or more but less than 25 years.....four weeks.

(C.W.A.)

TILE FINISHER

Tile Finisher

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $48.78
Supplemental Benefit Rate per Hour: $32.36

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $49.16
Supplemental Benefit Rate per Hour: $32.56

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

TILE LAYER - SETTER

Tile Layer - Setter

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $63.46
Supplemental Benefit Rate per Hour: $35.51

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $63.98
Supplemental Benefit Rate per Hour: $35.71

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

TIMBERPERSON

Timberperson

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $54.05
Supplemental Benefit Rate per Hour: $54.99

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate. Benefits for off-shift work shall be paid at the straight time rate.

(Local #1556)

TUNNEL WORKER

Blasters, Mucking Machine Operators (Compressed Air Rates)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $71.86
Supplemental Benefit Rate per Hour: $63.35

Tunnel Workers (Compressed Air Rates)

Includes shield driven liner plate portions or solidification portions work (8 hour shift) during excavation phase.

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $69.30
Supplemental Benefit Rate per Hour: $61.35

Top Nipper (Compressed Air Rates)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $68.14
Supplemental Benefit Rate per Hour: $60.14

Outside Lock Tender, Outside Gauge Tender,Muck Lock Tender (Compressed Air Rates)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $66.78
Supplemental Benefit Rate per Hour: $59.16

Bottom Bell & Top Bell Signal Person: Shaft Person (Compressed Air Rates)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $66.78
Supplemental Benefit Rate per Hour: $59.16

Changehouse Attendant: Powder Watchperson (Compressed Air Rates)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $58.80
Supplemental Benefit Rate per Hour: $55.51

Blasters (Free Air Rates)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $68.55
Supplemental Benefit Rate per Hour: $60.82

Tunnel Workers (Free Air Rates)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $65.58
Supplemental Benefit Rate per Hour: $58.28

All Others (Free Air Rates)

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **$60.62**
Supplemental Benefit Rate per Hour: **$53.94**

Microtunneling (Free Air Rates)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: **$52.46**
Supplemental Benefit Rate per Hour: **$46.62**

Overtime Description
For work performed during excavation and primary concrete tunnel lining phases - Double time the regular rate after an 8 hour day and Saturday, Sunday and on the following holiday(s) listed below.
For Repair-Maintenance Work on Existing Equipment and Facilities - Time and one half the regular rate after a 8 hour day, Saturday, Sunday and double time the regular rate for work on the following holiday(s) listed below.
For Small-Bore Micro Tunneling Machines - Time and one-half the regular rate shall be paid for all overtime.
For work not listed above - Time and one half the regular rate after an 8 hour day and Saturday and double time the regular rate on Sunday and on the following holiday(s) listed below.

Paid Holidays
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

(Local #147)

UTILITY LOCATOR
(Locate & mark underground utilities for street excavation.)

Utility Locator (Year 7 and above)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: **$31.56**
Supplemental Benefit Rate per Hour: **$1.43**

Utility Locator (Year 5 - 6)

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **$22.85**
Supplemental Benefit Rate per Hour: **$1.43**

Utility Locator (Year 4)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: **$21.54**
Supplemental Benefit Rate per Hour: **$1.43**

Utility Locator (Year 3)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: **$20.30**
Supplemental Benefit Rate per Hour: **$1.43**

Utility Locator (Year 2)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: **$19.13**
Supplemental Benefit Rate per Hour: **$1.43**

Utility Locator (Year 1)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: **$18.04**
Supplemental Benefit Rate per Hour: **$1.43**

Utility Locator (Up to 1 year)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: **$17.00**
Supplemental Benefit Rate per Hour: **$1.43**
Supplemental Note: No benefits for the first 90 days of employment.

Overtime
Time and one half the regular rate for work on the following holiday(s).
Time and one half the regular hourly rate after 40 straight time hours in any work week.

Paid Holidays
New Year's Day
Memorial Day
Independence Day
Thanksgiving Day
Christmas Day

Shift Rates
10% shift differential to employees working any shift starting between noon and 5 AM.

Vacation

For up to 1 year 0 hours
For year 1 - 2 48 hours per year
For year 3 - 9 96 hours per year
For year 10 or more 144 hours per year

Sick Days:
For up to 1 year employee receives 40 hours paid sick leave.
For year 1 employee earns 2 hours of paid sick leave for every 100 overtime hours worked.
For year 2 - 9 years employee earns 4 hours of paid sick leave for every 100 overtime hours worked.
For year 10 or more employee earns 6 hours of paid sick leave for every 100 overtime hours worked.

(C.W.A.)

WELDER

WELDER AND FIREWATCH TO BE PAID AT THE RATE OF THE JOURNEYPERSON OR REGISTERED APPRENTICE IN THE TRADE PERFORMING THE WORK.

OFFICE OF THE COMPTROLLER

CITY OF NEW YORK

CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Pursuant to Labor Law § 220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant and registered with the New York State Department of Labor, may be paid at the apprentice rates in this schedule. Apprentices who are not so registered must be paid as journey persons in accordance with the trade classification of the work they actually performed.

Apprentice ratios are established to ensure the proper safety, training and supervision of apprentices. A ratio establishes the number of journey workers required for each apprentice in a program and on a job site. Ratios are interpreted as follows: in the case of a 1:1, 1:4 ratio, there must be one journey worker for the first apprentice, and four additional journey workers for each subsequent apprentice.

ADDENDUM

List of Amended Classifications

1. BRICKLAYER
2. HAZARDOUS MATERIAL HANDLER
3. HOUSE WRECKER
4. IRON WORKER - ORNAMENTAL
5. IRON WORKER - STRUCTURAL
6. MASON TENDER
7. MASON TENDER (INTERIOR DEMOLITION WORKER)
8. PLUMBER
9. SHEET METAL WORKER
10. STEAMFITTER - REFRIGERATION AND AIR CONDITIONER
11. TAPER

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BOILERMAKER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Boilermaker (First Year)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $34.37

Boilermaker (Second Year: 1st Six Months)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $36.39

Boilermaker (Second Year: 2nd Six Months)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $38.41

Boilermaker (Third Year: 1st Six Months)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $40.40

Boilermaker (Third Year: 2nd Six Months)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 85% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $42.43

Boilermaker (Fourth Year: 1st Six Months)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $44.44

Boilermaker (Fourth Year: 2nd Six Months)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 95% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $46.46

(Local #5)

BRICKLAYER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Bricklayer (First 750 Hours)

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $22.60

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour:$23.75

Bricklayer (Second 750 Hours)

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $22.60

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: 23.75

Bricklayer (Third 750 Hours)

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $22.60

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $23.75

Bricklayer (Fourth 750 Hours)

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $22.60

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour:$ 23.75

Bricklayer (Fifth 750 Hours)

Effective Period: 7/1/2023 - 1/14/2024

Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $22.60

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $23.75

Bricklayer (Sixth 750 Hours)

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate Per Hour: 95% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $22.60

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate Per Hour: 95% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $23.75

(Bricklayer District Council)

CARPENTER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Carpenter (First Year)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour For Building Apprentice: $20.20
Supplemental Benefit Rate Per Hour For Building Apprentice: $17.25

Wage Rate Per Hour For Heavy Apprentice: $25.60
Supplemental Benefit Rate Per Hour For Heavy Apprentice: $37.31

Carpenter (Second Year)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour For Building Apprentice: $23.20
Supplemental Benefit Rate Per Hour For Building Apprentice: $18.75

Wage Rate Per Hour For Heavy Apprentice: $31.20
Supplemental Benefit Rate Per Hour For Heavy Apprentice: $37.31

Carpenter (Third Year)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour For Building Apprentice: $27.45
Supplemental Benefit Rate Per Hour For Building Apprentice: $22.35

Wage Rate Per Hour For Heavy Apprentice: $39.58
Supplemental Benefit Rate Per Hour For Heavy Apprentice: $37.31

Carpenter (Fourth Year)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour For Building Apprentice: $35.33
Supplemental Benefit Rate Per Hour For Building Apprentice: $24.35

Wage Rate Per Hour For Heavy Apprentice: $47.97
Supplemental Benefit Rate Per Hour For Heavy Apprentice: $37.31

(Carpenters District Council)

CARPENTER - HIGH RISE CONCRETE FORMS
(Ratio of Apprentice to Journeyperson: 1 to 1, 2 to 5)

Carpenter - High Rise (First Year)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $18.27
Supplemental Benefit Rate per Hour: $17.55

Carpenter - High Rise (Second Year)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $24.70
Supplemental Benefit Rate per Hour: $17.68

Carpenter - High Rise (Third Year)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $31.28
Supplemental Benefit Rate per Hour: $17.81

Carpenter - High Rise (Fourth Year)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $38.90
Supplemental Benefit Rate per Hour: $17.96

(Carpenters District Council)

CEMENT AND CONCRETE WORKER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Cement & Concrete Worker (First 1333 hours)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 53% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $14.79

Cement & Concrete Worker (Second 1333 hours)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 69% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $19.72

Cement & Concrete Worker (Last 1334 hours)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 85% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $21.30

(Cement Concrete Workers District Council)

CEMENT MASON
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Cement Mason (First Year)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $19.92
Supplemental Benefit Rate per Hour: $15.61

Cement Mason (Second Year)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $24.82
Supplemental Benefit Rate per Hour: $15.91

Cement Mason (Third Year)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $30.22
Supplemental Benefit Rate per Hour: $16.02

(Local #780)

DERRICKPERSON & RIGGER (STONE)
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Derrickperson & Rigger (stone) - First Year

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: 50% of Journeyperson's rate

Derrickperson & Rigger (stone) - Second Year: 1st Six Months

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

Derrickperson & Rigger (stone) - Second Year: 2nd Six Months

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

Derrickperson & Rigger (stone) - Third Year

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

(Local #197)

DOCKBUILDER/PILE DRIVER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Dockbuilder/Pile Driver (First Year)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: $25.60
Supplemental Benefit Rate Per Hour: $37.31

Dockbuilder/Pile Driver (Second Year)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: $31.20
Supplemental Benefit Rate Per Hour: $37.31

Dockbuilder/Pile Driver (Third Year)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: $39.58
Supplemental Benefit Rate Per Hour: $37.31

Dockbuilder/Pile Driver (Fourth Year)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: $47.97
Supplemental Benefit Rate Per Hour: $37.31

(Carpenters District Council)

ELECTRICIAN
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Electrician (First Term: 0-6 Months)

Effective Period: 7/1/2023 - 4/12/2024
Wage Rate per Hour: $18.00
Supplemental Benefit Rate per Hour: $16.43
Overtime Supplemental Rate Per Hour: $17.63

Effective Period: 4/13/2024 - 6/30/2024
Wage Rate per Hour: $18.00
Supplemental Benefit Rate per Hour: $17.18
Overtime Supplemental Rate Per Hour: $18.38

Electrician (First Term: 7-12 Months)

Effective Period: 7/1/2023 - 4/12/2024

Wage Rate per Hour: $18.50
Supplemental Benefit Rate per Hour: $16.69
Overtime Supplemental Rate Per Hour: $17.92

Effective Period: 4/13/2024 - 6/30/2024
Wage Rate per Hour: $18.50
Supplemental Benefit Rate per Hour: $17.44
Overtime Supplemental Rate Per Hour: $18.67

Electrician (Second Term: 0-6 Months)

Effective Period: 7/1/2023 - 4/12/2024
Wage Rate per Hour: $19.50
Supplemental Benefit Rate per Hour: $17.22
Overtime Supplemental Rate Per Hour: $18.51

Effective Period: 4/13/2024 - 6/30/2024
Wage Rate per Hour: $19.50
Supplemental Benefit Rate per Hour: $17.97
Overtime Supplemental Rate Per Hour: $19.26

Electrician (Second Term: 7-12 Months)

Effective Period: 7/1/2023 - 4/12/2024
Wage Rate per Hour: $20.50
Supplemental Benefit Rate per Hour: $17.74
Overtime Supplemental Rate Per Hour: $19.10

Effective Period: 4/13/2024 - 6/30/2024
Wage Rate per Hour: $20.50
Supplemental Benefit Rate per Hour: $18.49
Overtime Supplemental Rate Per Hour: $19.85

Electrician (Third Term: 0-6 Months)

Effective Period: 7/1/2023 - 4/12/2024
Wage Rate per Hour: $21.50
Supplemental Benefit Rate per Hour: $18.27
Overtime Supplemental Rate Per Hour: $19.69

Effective Period: 4/13/2024 - 6/30/2024
Wage Rate per Hour: $21.50
Supplemental Benefit Rate per Hour: $19.02
Overtime Supplemental Rate Per Hour: $20.44

Electrician (Third Term: 7-12 Months)

Effective Period: 7/1/2023 - 4/12/2024

Wage Rate per Hour: $22.50
Supplemental Benefit Rate per Hour: $18.79
Overtime Supplemental Rate Per Hour: $20.28

Effective Period: 4/13/2024 - 6/30/2024
Wage Rate per Hour: $22.50
Supplemental Benefit Rate per Hour: $19.54
Overtime Supplemental Rate Per Hour: $21.03

Electrician (Fourth Term: 0-6 Months)

Effective Period: 7/1/2023 - 4/12/2024
Wage Rate per Hour: $23.50
Supplemental Benefit Rate per Hour: $19.31
Overtime Supplemental Rate Per Hour: $20.87

Effective Period: 4/13/2024 - 6/30/2024
Wage Rate per Hour: $23.50
Supplemental Benefit Rate per Hour: $20.06
Overtime Supplemental Rate Per Hour: $21.62

Electrician (Fourth Term: 7-12 Months)

Effective Period: 7/1/2023 - 4/12/2024
Wage Rate per Hour: $25.50
Supplemental Benefit Rate per Hour: $20.36
Overtime Supplemental Rate Per Hour: $22.05

Effective Period: 4/13/2024 - 6/30/2024
Wage Rate per Hour: $25.50
Supplemental Benefit Rate per Hour: $21.11
Overtime Supplemental Rate Per Hour: $22.80

Electrician (Fifth Term: 0-12 Months)

Effective Period: 7/1/2023 - 4/12/2024
Wage Rate per Hour: $26.75
Supplemental Benefit Rate per Hour: $24.13
Overtime Supplemental Rate Per Hour: $25.82

Effective Period: 4/13/2024 - 6/30/2024
Wage Rate per Hour: $27.50
Supplemental Benefit Rate per Hour: $24.79
Overtime Supplemental Rate Per Hour: $26.52

Electrician (Fifth Term: 13-18 Months)

Effective Period: 7/1/2023 - 4/12/2024
Wage Rate per Hour: $31.25
Supplemental Benefit Rate per Hour: $26.55

Overtime Supplemental Rate Per Hour: $28.53

Effective Period: 4/13/2024 - 6/30/2024
Wage Rate per Hour: $32.00
Supplemental Benefit Rate per Hour: $27.20
Overtime Supplemental Rate Per Hour: $29.23

Overtime Description
Overtime Wage paid at time and one half the regular rate

(Local #3)

ELEVATOR CONSTRUCTOR
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

Elevator (Constructor) - First Year

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $34.18

Elevator (Constructor) - Second Year

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $34.79

Elevator (Constructor) - Third Year

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: $36.01

Elevator (Constructor) - Fourth Year

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $37.23

(Local #1)

ELEVATOR REPAIR & MAINTENANCE
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

Elevator Service/Modernization Mechanic (First Year)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Per Hour: $34.59

Elevator Service/Modernization Mechanic (Second Year)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Benefit Per Hour: $35.18

Elevator Service/Modernization Mechanic (Third Year)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Per Hour: $36.37

Elevator Service/Modernization Mechanic (Fourth Year)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Per Hour: $37.55

(Local #1)

ENGINEER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

Engineer - First Year

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $27.47
Supplemental Benefit Rate per Hour: $32.38

Engineer - Second Year

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $34.34
Supplemental Benefit Rate per Hour: $32.38

Engineer - Third Year

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $37.77
Supplemental Benefit Rate per Hour: $32.38

Engineer - Fourth Year

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $41.21
Supplemental Benefit Rate per Hour: $32.38

(Local #15)

ENGINEER - OPERATING
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

Operating Engineer - First Year

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 40% of Operating Engineer - Road & Heavy Construction V's Rate
Supplemental Benefit Per Hour: $25.55

Operating Engineer - Second Year

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 50% of Operating Engineer - Road & Heavy Construction V's Rate
Supplemental Benefit Per Hour: $25.55

Operating Engineer - Third Year

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 60% of Operating Engineer - Road & Heavy Construction V's Rate
Supplemental Benefit Per Hour: $25.55

(Local #14)

FLOOR COVERER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Floor Coverer (First Year)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $25.20
Supplemental Benefit Rate per Hour: $17.25

Floor Coverer (Second Year)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $28.20
Supplemental Benefit Rate per Hour: $18.75

Floor Coverer (Third Year)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $32.45
Supplemental Benefit Rate per Hour: $22.35

Floor Coverer (Fourth Year)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $40.33
Supplemental Benefit Rate per Hour: $24.35

(Carpenters District Council)

GLAZIER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Glazier (First Year)

Effective Period: 7/1/2023 - 6/30/2024
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Glazier (Second Year)

Effective Period: 7/1/2023 - 6/30/2024

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Glazier (Third Year)

Effective Period: 7/1/2023 - 6/30/2024
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Glazier (Fourth Year)

Effective Period: 7/1/2023 - 6/30/2024
Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #1281)

HAZARDOUS MATERIAL HANDLER
(Ratio of Apprentice Journeyperson: 1 to 1, 1 to 3)

Handler (First 1000 Hours)

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $20.00
Supplemental Benefit Rate per Hour: $14.75

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $20.00
Supplemental Benefit Rate per Hour: $15.35

Handler (Second 1000 Hours)

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $21.00
Supplemental Benefit Rate per Hour: $14.75

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $21.00
Supplemental Benefit Rate per Hour: $15.35

Handler (Third 1000 Hours)

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $24.00
Supplemental Benefit Rate per Hour: $14.75

Effective Period: 1/15/2024 - 6/30/2024

Wage Rate per Hour: $24.00
Supplemental Benefit Rate per Hour: $15.35

Handler (Fourth 1000 Hours)

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $26.00
Supplemental Benefit Rate per Hour: $14.75

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $26.00
Supplemental Benefit Rate per Hour: $15.35

(Local #78)

HEAT & FROST INSULATOR
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Heat & Frost Insulator (First Year)

Effective Period: 7/1/2023 - 6/30/2024
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Heat & Frost Insulator (Second Year)

Effective Period: 7/1/2023 - 6/30/2024
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Heat & Frost Insulator (Third Year)

Effective Period: 7/1/2023 - 6/30/2024
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Heat & Frost Insulator (Fourth Year)

Effective Period: 7/1/2023 - 6/30/2024
Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate

(Local #12)

HOUSE WRECKER
(TOTAL DEMOLITION)
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

House Wrecker - First Year

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $21.30
Supplemental Benefit Rate per Hour: $10.97

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $21.55
Supplemental Benefit Rate per Hour: $11.27

House Wrecker - Second Year

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $23.05
Supplemental Benefit Rate per Hour: $10.97

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $23.30
Supplemental Benefit Rate per Hour: $11.27

House Wrecker - Third Year

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $24.55
Supplemental Benefit Rate per Hour: $10.97

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $24.80
Supplemental Benefit Rate per Hour: $11.27

House Wrecker - Fourth Year

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $27.05
Supplemental Benefit Rate per Hour: $10.97

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $27.30
Supplemental Benefit Rate per Hour: $11.27

(Mason Tenders District Council)

IRON WORKER - ORNAMENTAL
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Iron Worker (Ornamental) - First Year

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $25.98
Supplemental Benefit Rate per Hour: $16.00

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $26.45
Supplemental Benefit Rate per Hour: $16.00

Iron Worker (Ornamental) - Second Year

Effective Period: 7/1/2023 - 1/23/2024
Wage Rate per Hour: $28.45
Supplemental Benefit Rate per Hour: $18.00

Effective Period: 1/24/2024 - 6/30/2024
Wage Rate per Hour: $28.97
Supplemental Benefit Rate per Hour: $18.00

Iron Worker (Ornamental) - Third Year

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $30.80
Supplemental Benefit Rate per Hour: $19.00

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $31.36
Supplemental Benefit Rate per Hour: $19.00

Iron Worker (Ornamental) - Fourth Year

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $34.39
Supplemental Benefit Rate per Hour: $21.00

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $35.02
Supplemental Benefit Rate per Hour: $21.00

(Local #580)

IRON WORKER - STRUCTURAL
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Iron Worker (Structural) - 1st Six Months

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $29.73
Supplemental Benefit Rate per Hour: $60.12

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $29.98
Supplemental Benefit Rate per Hour: $61.01

Iron Worker (Structural) - 7- 18 Months

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $30.33
Supplemental Benefit Rate per Hour: $60.12

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $30.58
Supplemental Benefit Rate per Hour: $61.01

Iron Worker (Structural) - 19 - 36 months

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $30.94
Supplemental Benefit Rate per Hour: $60.12

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $31.19
Supplemental Benefit Rate per Hour: $61.01

(Local #40 and #361)

LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE LAYER & COMMON)

(Ratio Apprentice to Journeyperson: 1 to 1, 1 to 3)

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - First 1000 hours

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $50.43

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Second 1000 hours

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $50.43

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Third 1000 hours

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $50.43

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Fourth 1000 hours

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Rate Per Hour: $50.43

(Local #731)

MARBLE MECHANICS

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Cutters & Setters - First 750 Hours

Effective Period: 7/1/2023 - 6/30/2024
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Cutters & Setters - Second 750 Hours

Effective Period: 7/1/2023 - 6/30/2024
Wage and Supplemental Rate Per Hour: 45% of Journeyperson's rate

Cutters & Setters - Third 750 Hours

Effective Period: 7/1/2023 - 6/30/2024
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Cutters & Setters - Fourth 750 Hours

Effective Period: 7/1/2023 - 6/30/2024
Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

Cutters & Setters - Fifth 750 Hours

Effective Period: 7/1/2023 - 6/30/2024
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Cutters & Setters - Sixth 750 Hours

Effective Period: 7/1/2023 - 6/30/2024
Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

Cutters & Setters - Seventh 750 Hours

Effective Period: 7/1/2023 - 6/30/2024
Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate

Cutters & Setters - Eighth 750 Hours

Effective Period: 7/1/2023 - 6/30/2024
Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Cutters & Setters - Ninth 750 Hours

Effective Period: 7/1/2023 - 6/30/2024
Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

Cutters & Setters - Tenth 750 Hours

Effective Period: 7/1/2023 - 6/30/2024
Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

Polishers & Finishers - First 900 Hours

Effective Period: 7/1/2023 - 6/30/2024

Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Polishers & Finishers - Second 900 Hours

Effective Period: 7/1/2023 - 6/30/2024
Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

Polishers & Finishers - Third 900 Hours

Effective Period: 7/1/2023 - 6/30/2024
Wage and Supplemental Rate Per Hour: 90% of Journeyperson's rate

(Local #7)

MASON TENDER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Mason Tender - First Year

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $21.80
Supplemental Benefit Rate per Hour: $10.47

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $22.05
Supplemental Benefit Rate per Hour: $10.77

Mason Tender - Second Year

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $23.55
Supplemental Benefit Rate per Hour: $10.47

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $23.80
Supplemental Benefit Rate per Hour: $10.77

Mason Tender - Third Year

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $25.05
Supplemental Benefit Rate per Hour: $10.47

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $25.30
Supplemental Benefit Rate per Hour: $10.77

Mason Tender - Fourth Year

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $27.55
Supplemental Benefit Rate per Hour: $10.47

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $27.80
Supplemental Benefit Rate per Hour: $10.77

(Local #79)

MASON TENDER (INTERIOR DEMOLITION WORKER)
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Mason Tender (Interior Demolition) - First Year

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $20.70
Supplemental Benefit Rate per Hour: $10.82

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $21.30
Supplemental Benefit Rate per Hour: $10.97

Mason Tender (Interior Demolition) - Second Year

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $22.65
Supplemental Benefit Rate per Hour: $10.82

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $23.05
Supplemental Benefit Rate per Hour: $10.97

Mason Tender (Interior Demolition) - Third Year

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $24.15
Supplemental Benefit Rate per Hour: $10.82

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $24.55
Supplemental Benefit Rate per Hour: $10.97

Mason Tender (Interior Demolition) - Fourth Year

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $26.65
Supplemental Benefit Rate per Hour: $10.82

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $27.05
Supplemental Benefit Rate per Hour: $10.97

(Local #79)

METALLIC LATHER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Metallic Lather (First Year)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $22.55
Supplemental Benefit Rate per Hour: $17.87

Metallic Lather (Second Year)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $23.60
Supplemental Benefit Rate per Hour: $16.87

Metallic Lather (Third Year)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $24.60
Supplemental Benefit Rate per Hour: $15.92

Metallic Lather (Fourth Year)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $37.18
Supplemental Benefit Rate per Hour: $21.82

(Local #46)

MILLWRIGHT
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Millwright (First Year)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $31.74
Supplemental Benefit Rate per Hour: $36.74

Millwright (Second Year)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $37.19
Supplemental Benefit Rate per Hour: $40.44

Millwright (Third Year)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $42.64
Supplemental Benefit Rate per Hour: $44.79

Millwright (Fourth Year)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $53.54
Supplemental Benefit Rate per Hour: $51.55

(Local #740)

PAINTER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Painter - Brush & Roller - First Year

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $17.20
Supplemental Benefit Rate per Hour: $18.26

Painter - Brush & Roller - Second Year

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $21.50
Supplemental Benefit Rate per Hour: $23.46

Painter - Brush & Roller - Third Year

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $25.80
Supplemental Benefit Rate per Hour: $27.72

Painter - Brush & Roller - Fourth Year

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $34.40
Supplemental Benefit Rate per Hour: $35.83

(District Council of Painters)

PAINTER - METAL POLISHER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Metal Polisher (First Year)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $16.00
Supplemental Benefit Rate per Hour: $7.96
New Construction - Wage Rate Per Hour: $16.39
Scaffold Over 34 Feet - Wage Rate Per Hour: $18.50

Metal Polisher (Second Year)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $17.00
Supplemental Benefit Rate per Hour: $7.96

New Construction - Wage Rate Per Hour: $17.44
Scaffold Over 34 Feet - Wage Rate Per Hour: $19.50

Metal Polisher (Third Year)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $18.00
Supplemental Benefit Rate per Hour: $7.96
New Construction - Wage Rate Per Hour: $18.54
Scaffold Over 34 Feet - Wage Rate Per Hour: $20.50

(Local 8A-28)

PAINTER - STRUCTURAL STEEL
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Painters - Structural Steel (First Year)

Effective Period: 7/1/2023 - 6/30/2024
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Painters - Structural Steel (Second Year)

Effective Period: 7/1/2023 - 6/30/2024
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Painters - Structural Steel (Third Year)

Effective Period: 7/1/2023 - 6/30/2024
Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #806)

PAVER AND ROADBUILDER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Paver and Roadbuilder - First Year (Minimum 1000 hours)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $30.86
Supplemental Benefit Rate per Hour: $25.54

Paver and Roadbuilder - Second Year (Minimum 1000 hours)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $32.50
Supplemental Benefit Rate per Hour: $25.54

(Local #1010)

PAVER AND ROADBUILDER - LINE STRIPING (ROADWAY)
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Paver and Roadbuilder - Line Striping (Roadway) - First Year (Minimum 1000 hours)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $30.86
Supplemental Benefit Rate per Hour: $17.27

Paver and Roadbuilder - Line Striping (Roadway) - Second Year (Minimum 1000 hours)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $32.50
Supplemental Benefit Rate per Hour: $17.27

(Local #1010)

PLASTERER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)
(Each Term is 800 Hours.)

Plasterer - First Term

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $17.48

Plasterer - Second Term

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $18.63

Plasterer - Third Term

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: $20.93

Plasterer - Fourth Term

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $22.10

(Local #262)

PLASTERER - TENDER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Plasterer Tender - First Year

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $21.45
Supplemental Benefit Rate per Hour: $10.32

Plasterer Tender - Second Year

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $23.40
Supplemental Benefit Rate per Hour: $10.32

Plasterer Tender - Third Year

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $24.90
Supplemental Benefit Rate per Hour: $10.32

Plasterer Tender - Fourth Year

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $27.40
Supplemental Benefit Rate per Hour: $10.32

(Local #79)

PLUMBER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Plumber - First Year: 1st Six Months

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $16.78
Supplemental Benefit Rate per Hour: $5.43

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $19.00
Supplemental Benefit Rate per Hour: $5.43

Plumber - First Year: 2nd Six Months

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $19.78
Supplemental Benefit Rate per Hour: $6.43

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $21.00
Supplemental Benefit Rate per Hour: $6.43

Plumber - Second Year

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $28.99
Supplemental Benefit Rate per Hour: $21.95

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $29.59
Supplemental Benefit Rate per Hour: $22.35

Plumber - Third Year

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $31.09
Supplemental Benefit Rate per Hour: $21.95

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $31.69
Supplemental Benefit Rate per Hour: $22.35

Plumber - Fourth Year

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $33.94
Supplemental Benefit Rate per Hour: $21.95

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $34.54
Supplemental Benefit Rate per Hour: $22.35

Plumber - Fifth Year: 1st Six Months

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $35.34
Supplemental Benefit Rate per Hour: $21.95

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $35.94
Supplemental Benefit Rate per Hour: $22.35

Plumber - Fifth Year: 2nd Six Months

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $47.41
Supplemental Benefit Rate per Hour: $21.95

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $48.01
Supplemental Benefit Rate per Hour: $22.35

(Plumbers Local #1)

POINTER, WATERPROOFER, CAULKER, SANDBLASTER, STEAMBLASTER
(Exterior Building Renovation)

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - First Year

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $31.48
Supplemental Benefit Rate per Hour: $15.00

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Second Year

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $35.54
Supplemental Benefit Rate per Hour: $20.20

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Third Year

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $41.14
Supplemental Benefit Rate per Hour: $23.95

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Fourth Year

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: $49.50
Supplemental Benefit Rate per Hour: $24.95

(Bricklayer District Council)

ROOFER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

Roofer - First Year

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 35% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $3.97

Roofer - Second Year

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $19.29

Roofer - Third Year

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $23.09

Roofer - Fourth Year

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $28.81

(Local #8)

SHEET METAL WORKER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Sheet Metal Worker (0-6 Months)

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate Per Hour: 25% of Journeyperson's rate
Supplemental Rate Per Hour: $7.19

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate Per Hour: 25% of Journeyperson's rate
Supplemental Rate Per Hour: $7.64

Sheet Metal Worker (7-18 Months)

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate Per Hour: 35% of Journeyperson's rate
Supplemental Rate Per Hour: $20.98

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate Per Hour: 35% of Journeyperson's rate
Supplemental Rate Per Hour: $21.49

Sheet Metal Worker (19-30 Months)

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: $28.41

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate Per Hour: 45% of Journeyperson's rate

Supplemental Rate Per Hour: $29.09

Sheet Metal Worker (31-36 Months)

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $33.59

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $34.41

Sheet Metal Worker (37-42 Months)

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $33.59

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $34.41

Sheet Metal Worker (43-48 Months)

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: $41.37

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: $42.42

Sheet Metal Worker (49-54 Months)

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: $41.37

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: $42.42

Sheet Metal Worker (55-60 Months)

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: $46.56

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: $47.76

(Local #28)

SIGN ERECTOR
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Sign Erector - First Year: 1st Six Months

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 35% of Journeyperson's rate
Supplemental Rate Per Hour: $17.84

Sign Erector - First Year: 2nd Six Months

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: $20.25

Sign Erector - Second Year: 1st Six Months

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: $22.66

Sign Erector - Second Year: 2nd Six Months

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $25.09

Sign Erector - Third Year: 1st Six Months

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $33.83

Sign Erector - Third Year: 2nd Six Months

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $36.81

Sign Erector - Fourth Year: 1st Six Months

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Rate Per Hour: $40.63

Sign Erector - Fourth Year: 2nd Six Months

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: $43.70

Sign Erector - Fifth Year

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $46.76

Sign Erector - Sixth Year

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: $49.80

(Local #137)

STEAMFITTER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Steamfitter - First Year

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate and Supplemental Per Hour: 40% of Journeyperson's rate

Steamfitter - Second Year

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate and Supplemental Rate Per Hour: 50% of Journeyperson's rate.

Steamfitter - Third Year

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate and Supplemental Rate per Hour: 60% of Journeyperson's rate.

Steamfitter - Fourth Year

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate and Supplemental Rate Per Hour: 70% of Journeyperson's rate.

Steamfitter - Fifth Year

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate and Supplemental Rate Per Hour: 80% of Journeyperson's rate.

(Local #638)

STEAMFITTER - REFRIGERATION & AIR CONDITIONER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Refrigeration & Air Conditioner (First Year)

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $21.71
Supplemental Benefit Rate per Hour: $13.75

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $21.83
Supplemental Benefit Rate per Hour: $14.31

Refrigeration & Air Conditioner (Second Year)

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $26.21
Supplemental Benefit Rate per Hour: $15.09

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $26.36
Supplemental Benefit Rate per Hour: $15.73

Refrigeration & Air Conditioner (Third Year)

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $30.53
Supplemental Benefit Rate per Hour: $16.49

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $30.70
Supplemental Benefit Rate per Hour: $17.21

Refrigeration & Air Conditioner (Fourth Year)

Effective Period: 7/1/2023 - 1/14/2024

Wage Rate per Hour: $36.87
Supplemental Benefit Rate per Hour: $18.38

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $37.08
Supplemental Benefit Rate per Hour: $19.22

(Local #638-B)

STONE MASON - SETTER
(Ratio Apprentice of Journeyperson: 1 to 1, 1 to 2)

Stone Mason - Setters - First 750 Hours

Effective Period: 7/1/2023 - 6/30/2024
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Second 750 Hours

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Third 750 Hours

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Fourth 750 Hours

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Fifth 750 Hours

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Sixth 750 Hours

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate Per Hour: 100% of Journeyperson's rate
Supplemental Rate Per Hour: 50% of Journeyperson's rate

(Bricklayers District Council)

TAPER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Drywall Taper - First Year

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $20.97
Supplemental Benefit Rate per Hour: $14.25

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $21.41
Supplemental Benefit Rate per Hour: $13.85

Drywall Taper - Second Year

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $24.24
Supplemental Benefit Rate per Hour: $21.26

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $24.24
Supplemental Benefit Rate per Hour: $23.11

Drywall Taper - Third Year

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $29.08
Supplemental Benefit Rate per Hour: $23.01

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $29.08
Supplemental Benefit Rate per Hour: $24.96

Drywall Taper - Fourth Year

Effective Period: 7/1/2023 - 1/14/2024
Wage Rate per Hour: $38.78
Supplemental Benefit Rate per Hour: $26.51

Effective Period: 1/15/2024 - 6/30/2024
Wage Rate per Hour: $38.78
Supplemental Benefit Rate per Hour: $28.66

(Local #1974)

TILE LAYER - SETTER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Tile Layer - Setter - First 750 Hours

Effective Period: 7/1/2023 - 6/30/2024
Wage and Supplemental Rate Per Hour:35% of Journeyperson's rate

Tile Layer - Setter - Second 750 Hours

Effective Period: 7/1/2023 - 6/30/2024
Wage and Supplemental Rate Per Hour 40% of Journeyperson's rate

Tile Layer - Setter - Third 750 Hours

Effective Period: 7/1/2023 - 6/30/2024
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Tile Layer - Setter - Fourth 750 Hours

Effective Period: 7/1/2023 - 6/30/2024
Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

Tile Layer - Setter - Fifth 750 Hours

Effective Period: 7/1/2023 - 6/30/2024
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Tile Layer - Setter - Sixth 750 Hours

Effective Period: 7/1/2023 - 6/30/2024
Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

Tile Layer - Setter - Seventh 750 Hours

Effective Period: 7/1/2023 - 6/30/2024
Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate

Tile Layer - Setter - Eighth 750 Hours

Effective Period: 7/1/2023 - 6/30/2024
Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Tile Layer - Setter - Ninth 750 Hours

Effective Period: 7/1/2023 - 6/30/2024
Wage and Supplemental Rate Per Hour:80% of Journeyperson's rate

Tile Layer - Setter - Tenth 750 Hours

Effective Period: 7/1/2023 - 6/30/2024
Wage and Supplemental Rate Per Hour: 90% of Journeyperson's rate

(Local #7)

TIMBERPERSON
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Timberperson - First Year

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: $23.42
Supplemental Rate Per Hour: $37.27

Timberperson - Second Year

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: $28.53
Supplemental Rate Per Hour: $37.27

Timberperson - Third Year

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: $36.18
Supplemental Rate Per Hour: $37.27

Timberperson - Fourth Year

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: $43.84
Supplemental Rate Per Hour: $37.27

(Local #1536)

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Leonard A. Mancusi
SENIOR ASSISTANT COMPTROLLER

ALAN G. HEVESI
COMPTROLLER

MEMORANDUM

November 6, 2000

To *Agency Chief Contracting Officers*

From: *Leonard A. Mancusi*

Re: *Security at Construction Sites*

Prior to the enactment of Administrative Code §6-109, security guards on construction sites were not subject to prevailing wages. Security guards under the New York State labor law are covered under §230 which provides that prevailing wages are to be paid for security guards in existing buildings. §6-109 of the Administrative Code which was enacted in 1996 closed this loophole by including all security guards working pursuant to a city contract as a prevailing wage trade.

Although some construction contract boilerplate language has been amended to include §6-109, sub-contractors performing security services have advised us that they were not aware of this provision and, since traditionally, security guards were not a covered trade on construction sites, and they were not advised by a prime contractor that they would have to pay prevailing wages, they have not been doing so.

To avoid the possibility of issuing stop payments against prime contractors for the failure of their security service sub-contractors to pay

prevailing wages, we suggest that you write to all your existing security guard sub-contractors and their primes and in the future, upon approval of a security guard sub-contractor, advise the contractors of their obligation to pay prevailing wages under §6-109 of the Administrative Code.

As always, your cooperation is appreciated.

LAM:er
ACCO.SECURITY AT SITES

Department of Design and Construction

DIVISION OF INFRASTRUCTURE
BUREAU OF DESIGN

VOLUME 2 OF 3

PROJECT ID: HWX402

RECONSTRUCTION OF
BRUNER AVENUE & ELY AVENUE, ETC.
INCLUDING SEWERS, WATER MAINS, STREET LIGHTING, AND TRAFFIC WORK

TOGETHER WITH ALL WORK INCIDENTAL THERETO

BOROUGH OF THE BRONX
CITY OF NEW YORK

_____

Contractor

_____

Dated_____, 20__

_____

APPROVED AS TO FORM
CERTIFIED AS TO LEGAL AUTHORITY

_____

Acting Corporation Counsel

_____

Dated_____, 20__

_____

Department of Design and Construction

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE
30-30 THOMSON AVENUE
LONG ISLAND CITY, NY, 11101
TEL: 718.391.1000
WEB: www.nyc.gov/ddc

TO BE FILLED IN BY THE BIDDER:

BIDDER'S NAME:

_____

_____

BID SECURITY (CIRCLE ONE):
BID BOND / CERTIFIED CHECK

NUMBER OF ADDENDUMS RECEIVED AND ATTACHED TO BID:
____ ADDENDUMS

DDC CLIENT AGENCY:
DEPARTMENT OF TRANSPORTATION
PREPARED BY:
Naik Consulting Group, P.C.
DATE PREPARED:
12/07/2023

VOLUME 3 OF 3

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

PROJECT ID: HWX402

SCHEDULE A SPECIFICATIONS AND REVISIONS TO STANDARD SPECIFICATIONS

RECONSTRUCTION OF

BRUNER AVENUE & ELY AVENUE, ETC.

INCLUDING SEWERS, WATER MAINS, STREET LIGHTING, AND TRAFFIC WORK

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BOROUGH OF THE BRONX
CITY OF NEW YORK

VOLUME 3 OF 3

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SPECIFICATIONS AND STANDARDS OF NEW YORK CITY

The following specifications and standards are incorporated into the Contract Documents by reference as though fully set forth herein.

1. Standard Specifications and Drawings for New York City Department of Transportation (NYCDOT) are available:
   Online at: http://www1.nyc.gov/site/ddc/resources/publications.page
   a. NYC DOT Standard Highway Specifications
   b. NYC DOT Standard Details of Construction
   Online at: https://www1.nyc.gov/html/dot/html/about/dotlibrary.shtml#spec
   c. NYC DOT Division of Street Lighting Standard Drawings
   d. NYC DOT Standard Specifications for Traffic Signals
   e. NYC DOT Standard Drawings for Traffic Signals
   For purchase between 9:00 A.M. and 3:00 P.M. Bid Window, at 55 Water St., Ground Floor, NYC, N.Y. 10041. Tel. (212) 839-9435.
   f. NYC DOT Division of Street Lighting Specifications
2. The 2010 Americans with Disabilities Act (ADA) Standards; available online at: https://www.ada.gov/regs2010/2010ADAStandards/2010ADAstandards.htm
3. The 2013 Public Rights-of-Way Accessibility Guidelines (PROWAG); available online at: https://www.access-board.gov/files/prowag/PROW-SUP-SNPRM-2013.pdf
4. Standard Specifications and Drawings for New York City Department of Environmental Protection (NYCDEP) are available online at: http://www1.nyc.gov/site/ddc/resources/publications.page
   a. NYC DEP Standard Sewer and Water Main Specifications, August 8, 2022
   b. NYC DEP Instructions to Architect/Engineers Specifications for Concrete, January 1992
   c. NYC DEP General Specification 11-Concrete, November 1991
   d. NYC DEP Sewer Design Standards, March 27, 2023
   e. NYC DEP Water Main Standard Drawings, December 2020
   f. Specifications for Trunk Main Work, July 2014
   g. Standard Green Infrastructure Specifications September 1,2021
5. Standard Design and Guidelines for Green Infrastructure Practices, latest version, available only online at: https://www1.nyc.gov/assets/dep/downloads/pdf/water/stormwater/green-infrastructure/green-infrastructure-standard-designs.pdf
6. Standard Specifications and Drawings for New York City Fire Department Communications facilities of New York City are available online at https://www1.nyc.gov/assets/fdny/downloads/pdf/about/fdny-plant-operations-standard-drawings-specifications.pdf or for pick up from the FDNY Facilities Management Bureau, Plant Operations Engineering, 316 Sgt. Beers Avenue Cluster 1 Box 16, Fort Totten, N.Y. 11359. Contact: Mr. Ed Durkin, Tel. (718) 281-3933
7. Tree Planting Standards of the City of New York Parks & Recreation are available at the following Department of Parks & Recreation website: http://www.nycgovparks.org/pagefiles/53/Tree-Planting-Standards.pdf
8. Standards and Specifications for Utility Joint Bid work are available online at http://www1.nyc.gov/site/ddc/resources/publications.page
   a. CET SPECIFICATIONS AND SKETCHES, dated November 2010
   b. JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR MANHATTAN, Issued August 1, 2005

SCHEDULE A

(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT (INCLUDING GENERAL CONDITIONS RELATED TO ARTICLE 22 – INSURANCE)

PART I. REQUIRED INFORMATION

INFORMATION FOR BIDDERS SECTION 26 BID SECURITY The **Contractor** shall obtain a bid security in the amount indicated to the right.	Required provided the TOTAL BID PRICE set forth on the Bid Form is $1,000,000. or more. Certified Check: 2% of Bid Amount or Bond: 10% of Bid Amount
INFORMATION FOR BIDDERS SECTION 26 PERFORMANCE AND PAYMENT BONDS The **Contractor** shall obtain performance and payment bonds in the amount indicated to the right.	Required for contracts in the amount of $1,000,000 or more. Performance Security and Payment Security shall each be in an amount equal to 100% of the Contract Price.
INFORMATION FOR BIDDERS DEPARTMENT OF DESIGN AND CONSTRUCTION SAFETY REQUIREMENTS The **Contractor** shall provide the safety personnel as indicated to the right.	■ Project Safety Representative ☐ Dedicated, full-time Project Safety Representative
CONTRACT ARTICLE 14 DATE FOR SUBSTANTIAL COMPLETION The **Contractor** shall substantially complete the **Work** in the number of calendar days indicated to the right.	See Page SA-4
CONTRACT ARTICLE 15 LIQUIDATED DAMAGES If the **Contractor** fails to substantially complete the **Work** within the time fixed for substantial completion plus authorized time extensions or if the **Contractor**, in the sole determination of the **Commissioner**, has abandoned the **Work**, the **Contractor** shall pay to the **City** the amount indicated to the right.	$6,500.00 for each consecutive calendar day over substantial completion time.
CONTRACT ARTICLE 17. SUB-CONTRACTOR The **Contractor** shall not make subcontracts totaling an amount more than the percentage of the total **Contract** price indicated to the right.	Not to exceed 49 % of the **Contract** price

CONTRACT ARTICLE 21. **RETAINAGE** The **Commissioner** shall deduct and retain until the substantial completion of the **Work** the percent value of the **Work** indicated to the right.	5 % of the value of the **Work**
CONTRACT ARTICLE 22. **(Per Directions Below)**	See pages SA-5 through SA-12
CONTRACT ARTICLE 24. **DEPOSIT GUARANTEE** As security for the faithful performance of its obligations, the **Contractor**, upon filing its requisition for payment on **Substantial Completion**, shall deposit with the **Commissioner** a sum equal to the percentage of the **Contract** price indicated to the right.	1% of **Contract** price
CONTRACT ARTICLE 24. **PERIOD OF GUARANTEE** Periods of maintenance and guarantee other than the period set forth in Article 24.1 are indicated to the right.	Eighteen (18) Months, excluding Trees and Plants Twenty-four (24) Months for Trees and Plants
CONTRACT ARTICLE 75. **COMPENSATION TO BE PAID TO CONTRACTOR** The **City** shall pay and the **Contractor** shall accept in full consideration for the performance of the **Contract**, subject to additions and deductions as provided herein**,** the total sum **shown in the column to the right,** being the amount at which the **Contract** was awarded to the **Contractor** at a public letting thereof, based upon the **Contractor's** bid for the **Contract.**	Amount for which the **Contract** was Awarded: _____ _____ Dollars ($_____)
CONTRACT ARTICLE 79. **PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT**	See M/WBE Utilization Plan in the PASSPort Procurement M/WBE Considerations Section.

STANDARD HIGHWAY SPECIFICATIONS SECTION 6.40 LIQUIDATED DAMAGES FOR ENGINEER'S FIELD OFFICE If the Contractor fails to satisfactorily provide the field office and all equipment specified in **Section 6.40 - Engineer's Field Office**, and/or if a cited deficiency exceed seventy two (72) hours after notice from the Engineer in writing, or is permitted to recur, liquidated damages will be assessed in the amount specified herein for each subsequent calendar day or part thereof that a cited deficiency resulting in nonpayment, as described in **Section 6.40.5**, is not corrected.	$ 800.00 for each calendar day of deficiency
STANDARD HIGHWAY SPECIFICATIONS SECTION 6.70 LIQUIDATED DAMAGES FOR MAINTENANCE AND PROTECTION OF TRAFFIC	$ 400.00 for each instance of failure to comply with the Maintenance and Protection of Traffic requirements within three (3) hours after written notice from the Engineer. $ 800.00 for each and every hour of failing to open the entire width of roadway to traffic the morning following a night/weekend work operation.
STANDARD HIGHWAY SPECIFICATIONS SECTION 7.13 LIQUIDATED DAMAGES FOR MAINTENANCE OF SITE If the Contractor fails to comply, within three (3) consecutive hours after written notice from the Engineer, with the requirements of **Section 7.13 - Maintenance of Site**, the Contractor shall pay to the City of New York, until such notice has been complied with or rescinded, the sum specified above per calendar day, for each instance of such failure, as liquidated damages and not as a penalty, for such default.	$ 1,300.00 for each calendar day, for each occurrence

Date for Substantial Completion (Reference: Article 14)

The Contractor shall substantially complete the Work within the Final Contract Duration determined in accordance with the terms and conditions set forth herein.

The Base Contract Duration for this project is 910 consecutive calendar days ("ccds").

The Final Contract Duration shall be the Base Contract Duration when a check mark is indicated before the word "NO", below, and shall be the Base Contract Duration adjusted by the table set forth below when a check mark is indicated before the word "YES", below.

√ YES _____ NO

When the Final Contract Duration is indicated above to be adjusted by the table below, the table may increase the Base Contract Duration depending on the date of scheduled substantial completion to avoid a scheduled substantial completion of the Work during the winter months. The date of scheduled substantial completion shall be determined by adding the Base Contract Duration to the date specified to commence work in the written Notice to Proceed. The Final Contract Duration shall then be determined as follows:

(a) Find the row that corresponds to the month of substantial completion based on the Base Contract Duration added to the date specified to commence work in the written Notice to Proceed.

(b) Find the number of days to be added to the Base Contract Duration in the table below. Add that number of days to the Base Contract Duration to obtain the Final Contract Duration in consecutive calendar days.

Month of Substantial Completion based on the Base Contract Duration	Number of Days of adjustment
January	150
February	120
March	90
April	60
May	30
June	0
July	0
August	0
September	0
October	0
November –December 15	0
December 16 – December 31	180

In addition, should Item No. 9.30, "Storm Water Pollution Prevention," exist in the Contract and the required Storm Water Pollution Prevention Plan (SWPPP) does not conform to NYSDEC's recommended Standards, an additional 60 ccd shall be added to the above Final Contract Duration.

(GENERAL CONDITIONS RELATING TO ARTICLE 22 – INSURANCE)

PART II. TYPES OF INSURANCE, MINIMUM LIMITS AND SPECIAL CONDITIONS

Note: All certificate(s) of insurance submitted pursuant to Contract Article 22.3. 3 must be accompanied by a Certification by Broker consistent with Part III below and include the following information:

- **For each insurance policy, the name and NAIC number of issuing company, number of policy, and effective dates;**
- **Policy limits consistent with the requirements listed below;**
- **Additional insureds or loss payees consistent with the requirements listed below; and**
- **The number assigned to the Contract by the City (in the "Description of Operations" field).**

Insurance indicated by a blackened box (■) or by X in a □ to left will be required under this contract

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
■ Commercial General Liability Art. 22.1.1	The minimum limits shall be $ 3,000,000 per occurrence and $ 6,000,000 per project aggregate applicable to this **Contract.** Additional Insureds: 1. City of New York, including its officials and employees, with coverage at least as broad as ISO Form CG 20 10 and CG 20 37, 2. All person(s) or organization(s), if any, that Article 22.1.1(b) of the **Contract** requires to be named as Additional Insured(s), with coverage at least as broad as ISO Form CG 20 26. The Additional Insured endorsement shall either specify the entity's name, if known, or the entity's title (e.g., Project Manager), 3. The New York City Transit Authority (NYCTA), Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), Staten Island Rapid Transit Operation Authority (SIRTOA), Metropolitan Transportation Authority (MTA), its subsidiaries and affiliated companies. The Contractor shall furnish two (2) certificates of insurance to and the policy shall be endorsed to provide thirty (30) days advance notice to the Director, Risk Management, MTA Risk and Insurance Management Standards, Enforcement and Claims Unit, 2 Broadway, 21st Floor, New York, NY 10004, of any material change and/or cancellation. 4. Empire City Subway Company, LTD 5. The Consolidated Edison Company of New York, Inc.

■ Workers' Compensation Art. 22.1.2 ■ Disability Benefits Insurance Art. 22.1.2 ■ Employers' Liability Art. 22.1.2 ☐ Jones Act Art. 22.1.3 ☐ U.S. Longshoremen's and Harbor Workers Compensation Act Art. 22.1.3	Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction. **Note:** The following forms are acceptable: (1) New York State Workers' Compensation Board Form No. C-105.2, (2) State Insurance Fund Form No. U-26.3, (3) New York State Workers' Compensation Board Form No. DB-120.1 and (4) Request for WC/DB Exemption Form No. CE-200. The City will not accept an ACORD form as proof of Workers' Compensation or Disability Insurance. Jones Act and U.S. Longshoremen's and Harbor Workers' Compensation Act: Statutory per U.S. Law. ☐ Additional Requirements:
☐ Builders' Risk Art. 22.1.4	☐ Required: 100% of total bid amount ☐ Required: 100 % of total bid amount for Item(s): **Contractor** the Named Insured; the **City** both an Additional Insured and one of the loss payees as its interests may appear. If the **Work** does not involve construction of a new building or gut renovation work, the **Contractor** may provide an installation floater in lieu of Builders Risk insurance. Note: Builders Risk Insurance may terminate upon **Substantial Completion** of the **Work** in its entirety.
■ Commercial Auto Liability Art. 22.1.5	$ 2,000,000 per accident combined single limit If vehicles are used for transporting hazardous materials, the **Contractor** shall provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90

☐Contractors Pollution Liability Art.22.1.6	$ 5,000,000 per occurrence $ 5,000,000 aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
☐ Marine Protection and Indemnity Art. 22.1.7(a)	$_____ each occurrence $_____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
☐ Hull and Machinery Insurance Art. 22.1.7(b)	$_____ per occurrence $_____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
☐ Marine Pollution Liability Art. 22.1.7(c)	$ 1,000,000 per occurrence $ 1,000,000 aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____

[OTHER] Art. 22.1.8 ☐ Railroad Protection Liability Policy (ISO-RIMA or equivalent form) approved by Permittor covering the work to be performed at the designated site and affording protection for damages arising out of bodily injury or death, physical damage to or destruction of property, including damage to the Insured's own property and conforming to the following: • Policy Endorsement CG 28 31 - Pollution Exclusion Amendment is required to be endorsed onto the policy when environmental-related work and/or exposures exist. • Indicate the Name and address of the Contractor to perform the work, the Contract # and the name of the railroad property where the work is being performed and the Agency Permit. • Evidence of Railroad Protective Liability Insurance, must be provided in the form of the Original Policy. A detailed Insurance Binder (ACORD or Manuscript Form) will be accepted pending issuance of the Original Policy, which must be provided within 30 days of the Binder Approval.	$ 2,000,000 per occurrence $ 6,000,000 annual aggregate Named Insureds: 1. New York City Transit Authority (NYCTA), the Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), the Staten Island Rapid Transit Operation Authority (SIRTOA), MTA Capital Construction Co., the Metropolitan Transportation Authority (MTA) including its subsidiaries and affiliates, and the City of New York (as Owner) and all other indemnified parties.

[OTHER] Art. 22.1.8

■ Professional Liability

A. The Contractor's Professional Engineer shall maintain and submit evidence of Professional Liability Insurance in the minimum amount of $1,000,000 per claim. The policy or policies shall include an endorsement to cover the liability assumed by the Contractor under this Contract arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the Contractor's Professional Engineer or anyone employed by the Contractor's Professional Engineer.

B. 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's Professional Engineer 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.

[OTHER] Art. 22.1.8 ■ Engineer's Field Office **Section 6.40, Standard Highway Specifications**	Fire insurance, extended coverage and vandalism, malicious mischief and burglary, and theft insurance coverage in the amount of $40,000

[OTHER] Art. 22.1.8

☐ The Following Additional Insurance Must Be Provided:

Umbrella/Excess Liability Insurance - The Contractor shall provide Umbrella/Excess Liability Insurance in the minimum amount of $10,000,000 per Occurrence and $10,000,000 in Aggregate. The policy terms and condition should be at least as broad as the underlying policies. The underlying policies should comply with the insurance provision as outlined by the contract. Defense cost should be in addition to the limit of liability. The City of New York, including its officials and employees, should be included as additional insured as respects to the noted project.

Per **Article 22.2.5** of the **Standard Construction Contract:** The Contractor may satisfy its insurance obligations as defined in this Schedule A through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein.

SCHEDULE A
(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT)
(GENERAL CONDITIONS RELATING TO ARTICLE 22 – INSURANCE)

PART III. CERTIFICATES OF INSURANCE

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 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 _____

SCHEDULE A

(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT)

PART IV. ADDRESS OF COMMISSIONER

Wherever reference is made in Article 7 or Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents should be submitted via email to insurance@ddc.nyc.gov.

Hard copies of such documents will no longer be required or accepted.

(NO FURTHER TEXT ON THIS PAGE)

R - PAGES

REVISIONS TO STANDARD SPECIFICATIONS

NOTICE

The Specification Bulletin(s) ("SB(s)") referenced in this Section (R-Pages) may consist of revisions to the following Standard Specifications:

- New York City Department of Transportation ("NYC DOT") Standard Highway Specifications, dated 5/16/2022;
- New York City Department of Environmental Protection ("NYC DEP") Standard Sewer and Water Main Specifications, dated 8/8/2022; and
- NYC DEP Specifications for Trunk Main Work, dated 7/2014.

The SB(s) modify and supersede portions of the applicable Standard Specifications. The provisions contained in this Contract's I-Pages, S-Pages and SW-Pages may further modify the applicable Standard Specifications.

The following active SB(s) are included as part of this contract:

- *SB 22-006 – INCREMENTAL COST NEAR TRANSIT FACILITIES*
- *SB 23-001 – SEWER DESIGN STANDARDS*
- *SB 23-002 – PIPE BOLLARD*
- *SB 23-003 – MOBILIZATION*
- *SB 23-004 – SUSTAINABLE CONSTRUCTION*

The SB(s) are available online at:
http://www1.nyc.gov/site/ddc/resources/specification-bulletins.page

(NO FURTHER TEXT ON THIS PAGE)

I - PAGES NEW SECTIONS

NOTICE

UNLESS OTHERWISE NOTED, ALL SECTIONS, SUBSECTIONS, ARTICLES, OR SUBARTICLES AS REFERRED TO HEREIN WITHIN THESE NEW SECTION SPECIFICATIONS SHALL BE THOSE OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION'S (NYCDOT'S) CURRENT STANDARD HIGHWAY SPECIFICATIONS WITH CURRENT ADDITIONS, MODIFICATIONS AND REVISIONS TO THE STANDARD HIGHWAY SPECIFICATIONS (R-PAGES).

THE STANDARD HIGHWAY SPECIFICATIONS ARE NOT INCLUDED IN THESE I-PAGES. SEE THE NYCDOT STANDARD HIGHWAY SPECIFICATIONS BOOKS FOR STANDARD SPECIFICATIONS TEXTS.

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SECTION 2.29 – Warm Mix Technologies

2.29.1. This section describes warm mix technologies for use in the construction of Performance Based Asphalt Paving Mixtures. Warm mix technologies are systems that enable the production of asphalt pavements at lower temperatures than traditional Hot Mix Asphalt (HMA), or are used to enhance compaction of HMA.

2.29.2. GENERAL REQUIREMENTS

Warm Mix technologies must be on one of the current NYSDOT Approved Lists for Warm Mix Asphalt Technologies (lists 712-1010, 712-1020, or 712-1030).

Use of warm mix additives shall be used in accordance with the manufacturer's published recommendations.

2.29.3. PLANT AND EQUIPMENT

All plant and equipment for warm mix technologies must be installed in accordance with the manufacturer's recommendations. Prior to using the warm mix technologies, the plant and equipment installation shall be approved in writing by a manufacturer's technical representative and the Director of QA.

All references to **Section 3.01** are hereby replaced with the following new **Section 3.09**.

SECTION 3.09 – Asphalt Paving Mixtures (Balanced Mix Design)

3.09.1. INTENT.

This section describes Balanced Mix Design Asphalt Paving Mixtures.

3.09.2. CLASSES AND TYPES.

(A) Balanced Mix Design Asphalt Paving Mixtures must be of the following kinds:

- Balanced Mix Design Binder Mixture, 1" Nominal Maximum Aggregate Size (NMAS)
- Balanced Mix Design Top Mixture, 1/2" NMAS

(B) Kind of mixture must be as specified.

3.09.3. MATERIAL.

Balanced Mix Design Asphalt Paving Mixtures will be composed of virgin aggregate, virgin asphaltic cement, rejuvenating agent, warm mix technologies and / or recycled asphalt pavement (RAP).

(A) GENERAL.

The Contractor must obtain Department approval of all material sources before any mixture is mixed at any asphalt plants. Approval of sources for the supply of the coarse and fine mineral aggregates must be obtained from the NYCDDC Director of Quality Assurance (QA).

All laboratories, asphalt mix designs, and asphalt plants proposed by the Contractor must be subject to approval by QA and in accordance with their "Mix Design, Laboratory and Plant Acceptance Protocol". Copies of this protocol may be obtained at the pre-construction meeting or from the Engineer. The minimum requirement for approval of the proposed plant is that it must be on the current New York State Department of Transportation (NYSDOT) approved list.

(B) VIRGIN AGGREGATES.

Virgin aggregates must meet the requirements of Section 2.02.

(C) VIRGIN ASPHALTIC CEMENT.

Virgin asphaltic cement must meet the requirements of Section 2.05.

(D) REJUVENATING AGENT.

Rejuvenating agent must meet the requirements of Section 2.28.

(E) WARM MIX TECHNOLOGIES.

Warm mix technologies must meet the requirements of Section 2.29.

(F) RECYCLED ASPHALT PAVEMENT.

Recycled asphalt pavement must meet the requirements of section 2.30.

3.09.4. CONTRACTOR'S MIX DESIGN.

(A) MIX DESIGN.

The Contractor must formulate and submit mix designs for Balanced Mix Design Asphalt Paving Mixtures, and submit them in writing to the Engineer. The mix designs must be submitted on forms in accordance with the QA "Mix Design, Laboratory and Plant Acceptance Protocol". Mix designs must be prepared and submitted to the Engineer for approval a minimum of four (4) weeks prior to the scheduled start of paving work.

The approved formula must not be changed without the written permission of QA.

The contractor must develop a Job Mix Formula (JMF) through a four-step process consisting of:

1) selecting appropriate materials,
2) developing a design aggregate structure,
3) evaluating the resultant mixture's conformance to specified Performance Requirements, and
4) determining the acceptable range of total mixture asphalt content.

Mix designs must be 4-point designs with constant aggregate proportions, constant RAP proportions, and varied amounts of virgin asphaltic cement and/or rejuvenating agent. The design points must be selected so that the total mixture asphalt content ($\%AC_{mix}$) is evenly spaced. The overall range of $\%AC_{mix}$ covered by the design points must be large enough that they contain one

failing rutting test (Hamburg or IDT) and one failing cracking test (FI or CT Index) or have an overall range of 2% $\%AC_{mix}$, whichever is smaller.
$\%AC_{mix}$ as calculated and shown in the mix design will include the rejuvenator and all of the RAP AC.
Subject to approval by the Director of QA, a mix design may be resubmitted for renewal without performing a new 4-point design, provided the following requirements are met:

i. The mix design has been in continuous production (no gaps greater than 6 months) since its initial approval;
ii. The plant layout has not been modified (including replacement of major equipment);
iii. All periodic Performance Testing per Subsection 3.09.4.(C) is within tolerance, and did not require any retests.
iv. The performance of the mix design is acceptable to the Director of QA.

The mix design procedure must be as follows:

i. Identify all material sources.
ii. Determine gradation and asphalt content of RAP stockpiles per **Section 2.30.4**.
iii. Determine aggregate bulk specific gravity (G_{sb}) and apparent specific gravity (G_{sa}) of all virgin and RAP aggregates per ASTM C127 and C128.
iv. Select grade of virgin asphalt binder and/or rejuvenating agent to be used.
v. Select blend of virgin aggregates RAP, virgin asphalt cement, and rejuvenator to meet the requirements of Subsection 3.09.4.(B), Control Requirements.
vi. Select the AC content for the trial batches.
vii. Determine mixing and compaction temperatures, per NYSDOT MM5.16, Table 7.
viii. Prepare samples in the laboratory for testing per ASTM D6925, with the following supplemental requirements:
    a. Samples for Performance Testing must be prepared per 3.09.4.(C) below.
ix. Perform tests per Subsection 3.09.4.(C) and Subsection 3.09.4.(D) to verify mix design performance and establish production tolerances.
x. Submit acceptable mix design to the Director of QA for approval.

(B) CONTROL REQUIREMENTS.

1. AGGREGATE GRADATION. The JMF submitted must meet all of the control points in NYSDOT Materials Method 5.16, Table 1. The JMF must show the target design gradation at the sieve sizes shown in NYSDOT MP 401 Table 1. All aggregate gradation percentages are based on the total dry weight of the aggregate.

2. TARGET DESIGN ASPHALT CONTENT. The JMF submitted must list the target design total mixture asphalt content $\%AC_{mix}$, the minimum design total mixture asphalt content $\%AC_{min}$, and the maximum total mixture asphalt content $\%AC_{max}$.
The target design total mixture asphalt content $\%AC_{mix}$ will be selected as follows:

i. A plot will be generated for each of the performance tests, with $\%AC_{mix}$ on the X axis and the performance value on the Y axis, and a linear trendline generated.
ii. The range of $\%AC_{mix}$ that produces passing performance tests (where the trendline meets the performance criteria) will be identified for each performance test. The $\%AC_{mix}$ passing performance range must be rounded to the 0.1% in the direction that produces the most conservative result (a smaller range of acceptable $\%AC_{mix}$).
iii. The ranges for each of the performance tests will be overlayed, and a combined range that produces passing results for all tests will be determined.
iv. The middle of this combined range will be the target $\%AC_{mix}$.

3. TARGET VOLUMETRIC PROPERTIES. The JMF submitted must show the following target volumetric properties:

i. Voids in Mineral Aggerate (VMA)
ii. Voids Filled with Bitumen (VFB).

These properties must be calculated as described in Subsection 3.09.4.(D). If the target design asphalt content $\%AC_{mix}$ is interpolated between trial values, the JMF volumetric properties must be similarly interpolated.

(C) PERFORMANCE REQUIREMENTS

1. PERFORMANCE TESTING CRITERIA. The mix must be designed to meet the performance testing criteria in Table 3.09-1.

TABLE 3.09-I - PERFORMANCE TESTING CRITERIA

Test Methods	Criteria	Min. Design Value	Max. COV[1]
RUTTING TESTS			
AASHTO T324 Hamburg Wheel-Track Test	Rut Depth	12.5 mm	N/A
ASTM D6931 Indirect Tensile Strength (IDT) Test	IDT Strength	30 psi	≤15
CRACKING TESTS			
AASHTO T 393 SCB Flexibility Index (FI) Test	Flexibility Index	8	≤40
ASTM D8225 CT Index Test	CT Index	135	≤25

Note 1: COV = Coefficient of Variation, defined per ASTM E177.

Specimens must be batched and compacted per NYSDOT MM5.16 Section VI.C, and Table 3.09-II below.

TABLE 3.09-II - SUMMARY OF TESTING CRITERIA FOR BALANCED MIX ASPHALT

		Hamburg Wheel-Track	**IDT**	**CT Index**	**SCB FI**
Test Location		Laboratory	Plant	Plant	Plant
Test Method		AASHTO T324	ASTM D6931 NCHRP 9-33 Report	ASTM D8225	AASHTO T393
No. of Samples		Initial: 2 wheel tests (4 plugs) Periodic verification: 1 wheel test (2 plugs)	3	3	3
Cycles		20,000	N/A	N/A	N/A
Load Rate (mm/min)		N/A	50±5	50±2	50±2
Height (mm)		62±2	95±5	½" NMAS = 62±1 1" NMAS = 95±1	50±1
Notch Dimensions (mm)		N/A	N/A	N/A	<2.25 wide 15±1 deep
Aging	Lab mixed	2 hours loose mix volumetric Conditioning at Compaction Temperature			

		Hamburg Wheel-Track	IDT	CT Index	SCB FI
	Plant mixed	Reheat loose mix to Compaction Temperature and Compact Specimens			
HMA Compaction Temp, °C		V Grade = 149°C ± 3°C E Grade = 163°C ± 3°C			
WMA Compaction Temp, °C		V Grade = 132°C ± 3°C E Grade = 146°C ± 3°C			
Air Voids, %		7 ± 0.5	7 ± 0.5	7 ± 0.5	7 ± 0.5
Test Temp, °C		45°C ± 1.0	44°C ± 1.0	25°C ± 1.0	25°C ± 1.0
Water Bath Conditioning		50°C for 45 min.	44°C for 2 hrs ± 10 min.	25°C for 2 hrs ± 10 min.	25°C for 2 hrs ± 10 min

(D) PRODUCTION TOLERANCES

The tolerances in Table 3.09-III are applied to the JMF in the approved mix design.

TABLE 3.09-III - VOLUMETRICS PRODUCTION TOLERANCES

Test	Tolerance applied to the JMF in the approved mix design
Aggregate Gradation, ASTM D5444 *(Note 1)*	NYSDOT MP 401 Table 1, except the Control Points in NYSDOT MM 5.16 Table 1 must not be exceeded.
Asphalt $\%AC_{mix}$, ASTM D6307 *(Note 1)*	±0.1% applied to the JMF
Air voids P_a, ASTM D3203 *(Notes 2, 3)*	4.0% ±1.0%
VMA, ASTM D6995 *(Notes 2, 3)*	NYSDOT MP 401 Table 7
VFB *(Notes 2, 3, 4)*	NYSDOT MP 401 Table 7

Note 1: Determined by batched weight for mix design tests.

Note 2: Samples must be prepared by Superpave Gyratory Compactor per ASTM D6825, compacted to N_{design} of 75 gyrations.

Note 3: Maximum (G_{mm}) and Bulk (G_{mb}) specific gravity samples used for these tests must meet the tolerances in NYSDOT MP 401, Table 5.

Note 4: VFB is calculated per Appendix 1 to NYSDOT MM 5.16.

3.09.5. ASPHALT PLANT REQUIREMENTS.

(A) QUALITY CONTROL.

1. DAILY QC LOT TESTING.

The asphalt plant must perform ongoing QC lot testing during production. Test reports must be kept of all QC test results. Test reports must include the technician's name and approval (signed and dated) by the plant's QC manager. The QC manager must review and approve test reports on a daily basis. If test reports are kept electronically, a scanned PDF of the signed test reports are acceptable; test reports stored solely in computer spreadsheets are not acceptable. The Quality Control sampling and testing called for in NYSDOT MP 401 Table 4 is required, except that references to the RME refer to the Director of QA.

2. PERIODIC PERFORMANCE TESTING.

The asphalt plant must perform periodic performance testing. Periodic performance testing will be required at the frequency shown in Table 3.09-IV, and after all plant shutdowns and major maintenance. Periodic performance testing must be per Subsection 3.09.4.(C). The plant may choose which of the cracking tests to perform for periodic performance testing, unless directed in advance by the Director of QA. The cracking test used for periodic testing may not be changed

without prior written approval of the Director of QA. Results of all periodic performance testing must be submitted to the Director of QA for approval.

TABLE 3.09-IV
PERIODIC PERFORMANCE TESTING FREQUENCY

Mix Design RAP%	Periodic Testing Frequency		
	Cracking (SCB FI, ***or*** CT Index)	Rutting (IDT)	Rutting (Hamburg)
RAP% ≤ 40%	Weekly	Weekly	6 months
40% < RAP%	Every third day	Every third day	3 months

(B) QUALITY ASSURANCE SAMPLES.

In addition to the requirements of Section 5.07, when requested by the Director of QA, the Contractor must deliver to QA bagged asphalt and / or compacted asphalt samples (Superpave gyratory compactor samples) in sufficient quantity to perform the testing in Subsection 3.09.5.(A). The Marshall flow and stability tests called for in Section 5.07.2 are replaced by the cracking test specified in Section 3.09.5.(A).2 above.

(C) MAINTENANCE.

The asphalt plant must be maintained in proper working order. Plant scales must be checked quarterly, and adjusted if necessary. The Director of QA must be notified in writing two weeks prior to scale checks, scheduled plant shutdowns, scheduled major maintenance, and plant openings after shutdowns or major maintenance.

3.09.6. HANDLING, MEASURING, AND BATCHING MATERIALS.

(A) HEATING AND STORING INGREDIENTS

Virgin asphalt binder must be heated at the temperature recommended by the binder supplier in a manner that will avoid overheating and provide a continuous supply to the mixer at a uniform temperature.

(B) PROPORTIONING INGREDIENTS

Aggregate and RAP being mixed must be proportioned accurately by weight. Fluids must be proportioned by weight or volume. All scales and meters must be calibrated quarterly and maintained accurate within 0.5%.

(C) MIXING INGREDIENTS

The mixer must be capable of producing a well-coated and homogeneous mixture at the specified temperature. The finished mixture must contain 95% minimum fully coated particles, in accordance with ASTM D2489. The plant must verify the 95% fully coated particles annually and as follows:

i. Whenever plant layout (including RAP collar placement) is altered or major maintenance is performed;
ii. Whenever feed rate is changed for drum plants;
iii. Whenever minimum mixture times are changed for batch plants.

(D) TEMPERATURE OF MIXTURE

Balanced Mix Design asphalt must be mixed and compacted within the temperature ranges shown on the approved mix design.

Unless an alternate range is approved by the Director of QA with the mix design:

1. HMA must be mixed and compacted within 250F and 325F, but all compaction must be completed before the mat temperature falls below 250F.
2. WMA must be mixed and compacted within the ranges recommended by the WMA technology provider, but all compaction must be completed before the mat temperature falls below 230F.

The Section below supersedes and replaces Section 6.40 of NYC DOT Standard Specifications dated May 16, 2022

SECTION 6.40 – Engineer's Field Office

6.40.1. DESCRIPTION. The Contractor shall provide, furnish, and maintain a fully equipped field office (Type A, B, C, CU, D, DC, or DU, as specified) for the exclusive use of and occupancy by the Department's engineering personnel and/or Supervising Consultant (herein after called "City personnel"), and by the engineering personnel of private utilities when specified. The field office shall be at a location approved by the Engineer and shall be a commercial building, store front, or with the approval of both Office of Construction Mitigation and Coordination (OCMC) and the Community Board it may be a mobile trailer(s). If a trailer is used it shall be subject to approval by the Engineer, and all necessary permits shall be obtained by the Contractor. The Contractor may have facilities in an adjoining area separated by a lockable door, provided such facilities are in a location approved by the Engineer. The field office must be within ½ mile of the job site. Field offices located further than ½ mile from the job site will require approval by the Director or Assistant Commissioner for Construction.

The field office structure and occupancy thereof shall conform to the requirements of all laws, rules, regulations and orders applicable to it.

The field office and all equipment, except as otherwise specified, may be new materials or may be used materials in good condition and satisfactory to the Engineer.

6.40.2. MATERIALS.

(A) GENERAL CONSTRUCTION. The Engineer's Field Office shall be in an approved and weatherproof building. It shall have a minimum ceiling height of seven (7') feet and be partitioned to provide the number of rooms required for the type of office specified. Floor space for Field Office Types C, CU, D, and DU shall be subdivided into work areas based on a floor plan provided by the City to the Contractor upon notification of space availability.

(B) GENERAL FACILITIES. The field office shall contain or have the following facilities incorporated:

(a) Lighting - Electric light, non-glare type luminaries to provide a minimum illumination level of 100 ft.- candles at desk height level.

(b) Heating and Cooling - Adequate equipment to maintain an ambient air temperature of 70º F. ±5º.

(c) Electrical Energy Outlets

(d) Toilet - A separate enclosed room, properly ventilated per code and complying with applicable sanitary codes shall contain a lavatory with a sink that provides running hot and cold water, flush-type toilet, mirror, electric hand dryer, and paper towel dispenser.

(e) Potable Water - Potable water supplied from an existing system or five (5) gallon capacity water cooler of a type to be approved by the Engineer shall be provided for use by City personnel. Replacement bottles of water shall be provided by the Contractor, when required.

(f) Signs - Store front locations shall have a window graphic sign in black and white lettering with the following inscription. Other locations shall have a wood or metal sign affixed on the outside wall of the building with the following inscription painted in black block lettering on a white background. Paints shall be approved exterior enamels.

CITY OF NEW YORK	2-1/2"
DEPARTMENT OF DESIGN AND CONSTRUCTION	3-1/2"
INFRASTRUCTURE	2-1/2"
RESIDENT ENGINEER'S FIELD OFFICE	2-1/2"

(g) Electric Refrigerator - Five (5) cubic feet minimum capacity for use by City personnel.

(h) Microwave, Toaster Oven, and Coffee Maker - Basic reheating equipment or approved appliances for use by City personnel.

(i) Windows and Doors - All windows and doors shall be weatherproof and each equipped with adequate locking devices. Each window shall be equipped with vertical blinds. Exterior doors shall be provided with two (2) separate "high security" dead bolt type cylinder locks, keyed alike, and three (3) keys shall be furnished for each lock.

(j) Partitions - Partitions for work space enclosures shall be either permanent walls or of the modular type similar to Herman Miller's standard fabric covered line.

(k) Kitchen Sink – Mechanism to provide non-drinking, hot and cold, running water.

(l) Security Cameras – Wifi enabled security cameras must be provided at all entrances and exits, except that fire escapes / emergency stairwells do not require cameras. One security camera must be provided for the interior of the field office, with the location to be determined by the Engineer. Cameras must be minimum 1080p video resolution. Cameras must have internet cloud storage, with all videos stored for a minimum of two weeks. The cloud storage must be accessible via desktop or mobile. Cameras may be hardwired for power or battery powered; battery powered cameras must have the batteries changed by the Contractor as required to ensure no lapses of service. Signs must be posted indicating that the area is under video surveillance.

(C) OFFICE EQUIPMENT.

(a) Pencil Sharpener - One standard pencil sharpener for use by City personnel.

(b) Telephone Answering Machine - The telephone answering machine to be provided shall be an electronic digital voice machine with emergency call forwarding capability. It shall be operable twenty four (24) hours per day and, when unattended, shall transmit to the caller the following message:

"You have reached the Field Office of the New York City Dept. of Design and Construction. No one is here now. We check our incoming messages frequently. We will get back to you as soon as possible. Please leave your name, message and phone number where you may be reached. In case of emergency, call the New York City Hotline at 311. Again, the emergency number is 311."

All electronic voicemail messages shall be automatically forwarded as email attachments, to allow for the voicemails to be played remotely.

(c) Computer Equipment - Computers shall be provided for all contracts regardless of construction duration.

Computers furnished by the Contractor for use by City Personnel, for the duration of the contract, shall be in accordance with Table I - ADDITIONAL SPECIFIC REQUIREMENTS, contained herein, and shall meet the following minimum requirements:

(1) Personal Computers – Personal Computers must meet the requirements of the US General Services Administration (GSA) Government-Wide Strategic Solutions (GSS) Standard Laptop, Desktop, and Tablet Specifications, V7. (Available online at https://hallways.cap.gsa.gov/)

(a) Computer type for Personal Computers to be "Desktop Small Form Factor." Computer type for projector laptop to be "Lightweight Notebook" or "Notebook"

(b) The following components listed as optional in the GSA specification must be provided with each personal computer: monitor, speakers, optical drive, smart card reader, webcam, and headset.

(c) The following additional software must be provided with licenses for each computer:

1. Adobe Acrobat Pro DC or Bluebeam Revu
2. Microsoft Office Professional
3. Autodesk AutoCAD LT
4. Anti-virus software
5. Microsoft Visio (only one license required per field office)

(2) All field offices requiring computers shall be provided with the following:

(a) One (1) broad-band internet service account. See table below for minimum required upload and download speeds. Telephone service should be bundled together with Internet connectivity. Because of throughput requirements Verizon FIOS is the preferred connectivity provider where available.

Office Personnel #	**Download Speeds (*Minimum*)**	**Upload Speeds (*Minimum*)**
1 – 5	10 Mbps	15 Mbps
6 – 10	20 Mbps	15 Mbps
11 – 15	25 Mbps	15 Mbps
16 – 20	50 Mbps	15 Mbps

This account will be active for the life of the project. The e-mail name for the account shall be the NYCDDC Field Office/project Id (preferably Gmail or Outlook – e.g. HWK666@gmail.com).

(b) All necessary Cabling.

(c) Storage Boxes for and Blank CDs/DVDs.

(d) UPS/Surge Suppressor combo.

(e) 10 USB Thumb (or Flash) Drive – 16 GB each

(3) All computers required for use in the Engineer's Field Office shall be delivered, installed, and setup in the Field Office by the Contractor.

(4) All Computer Hardware shall come with a three (3) year warranty for on-site repair or replacement. Additionally, and notwithstanding any terms of the warranty to the contrary, the Contractor is responsible for rectifying all computer problems or equipment failures within one (1) business day.

(5) An adequate supply of blank CDs/DVDs, and paper and toner cartridges for the printer shall be provided by the Contractor, and shall be replenished by the Contractor as required by the Engineer.

(6) It is the Contractor's responsibility to ensure that electrical service and phone connections are also available at all times; that is, the Field Office Computer(s) is to be powered and turned on twenty-four (24) hours each day.

Broadband connectivity is preferred at each field office location. Please take into consideration that an extra phone line dedicated to the modem must be ordered as part of the contract unless Internet broadband connectivity, via Cable or FiOS, is available at the planned field office location. Any questions regarding this policy should be directed to the Director of Information Technology Services at 718-391-1761.

(d) Data Access - Electronic access to the EquipmentWatch Retail Rental Rates database (formerly known as The AED Green Book, published by Equipment Watch), shall be provided for all contracts that have a total Consecutive Calendar Days for General Construction duration as set forth in Schedule A of greater than 545 CCD's. Contracts of lesser duration shall not require any data access.

(D) Field Testing Equipment.

(a) Air Entrainment Meters - Pressure Type, with carrying case for use by City personnel. Each meter shall be capable of producing an haccurate test result in approximately five (5) minutes and shall comply with ASTM Designation C231.

(b) Slump Test Sets - Slump cone and test sets conforming to the requirements of ASTM Designation C143, complete with rod and scoop for use by City personnel.

(c) Thermometers: For use by City personnel.

(1) 1 Minimum-maximum thermometer.

(2) 3 Asphalt thermometers of stainless steel construction with an accuracy of 0.5% of the full scale, able to measure temperatures from 50 to 500 degrees F. in 5 degree increments.

(3) 3 Surface Thermometers able to measure temperatures of flat surfaces similar to Sargent-Welsh Model S81441-D, or an approved equivalent.

(d) Nonsparking Pinch Bar - For use in opening manholes.

(e) Gas Meters - For use in detecting the presence of explosive gases and vapors for use by City personnel.

(f) Straight Edge - One 10 foot long straight edge for use by City personnel in detecting pavement surface tolerance.

(g) 48" Smart Level - For use in determining pedestrian ramp and sidewalk slopes.

(h) Chlorine Test Kits – For testing residual chlorine levels following water main flushing.

(i) Green Florescent Power Trace-Dye – For testing sewer connections.

(j) One Million Candlepower Rechargable Flashlight.

(k) Distance Measuring Wheel – For measuring long distances.

(E) Additional Office Electronics –

(a) Photocopying machine must be a stand-alone, heavy duty, electric, dry-process color photocopying type with color scan and send capability via e-mail, a minimum production rate of 70 pages per minute and an adequate supply of copy paper, toner, etc. The machine shall be capable of duplex copying paper sizes of 8-1/2 x 11 inches, 8-1/2 x 14 inches and 11 x 17 inches, and have separate trays for each paper size. It shall have a document feeder, collator, stapler, and the capability to reduce/enlarge copies between each paper size. The supply of each size copy paper, toner, etc. shall be replenished and the machines shall be maintained for the duration of the contract by the Contractor as required by the Engineer. Make and model can be Minolta, Canon, IBM, Epson, or an approved equivalent, and shall be networked to the office computers for printing capability.

(b) Fax machine must be provided with an adequate supply of copy paper, toner, etc. The supply of copy paper, toner, etc. shall be replenished and the machines shall be maintained for the duration of the contract by the Contractor as required by the Engineer.

(c) Paper shredder must be a heavy duty commercial grade diamond cut shredder with automatic start. The shredder shall be able to receive 8-1/2 inch wide paper and shred a minimum of 15 sheets simultaneously along with CDs and staples.

(d) Projector must be 1080p LCD with a min. of 2200 ANSI Lumens, 1920 x 1080, 16:9, 40,000:1 contrast ratio, HDMI, VGA, USB, and a 10’ diagonal, 16:9 Projection Screen. A screen must be provided if directed by the Engineer. A laptop must be provided for use with the projector, and all required cables for connecting the laptop to the projector.

6.40.3. SPECIFIC REQUIREMENTS FOR ENGINEER'S FIELD OFFICE.

In addition to the general requirements, each type of Field Office shall have the minimum floor area indicated in Table 6.40-I calculated based on usable area only, excluding any loss factors. Loss factors are defined as those areas such as lobby, sidewalk window ledge, elevator shafts and stairways. The Contractor shall provide and maintain furnishings for each type of Field Office in the quantity specified in Table 6.40-I. The furnishings shall be new or used equipment satisfactory to the Engineer:

(a) Each Type shall have a minimum of one outside door and four windows.

(b) Type C shall be partitioned to provide three (3) rooms.

(c) Type CU shall be partitioned to provide four (4) rooms, one of which shall be at least 150 s.f. in area (for use by private utilities).

(d) Type D and DC hshall be partitioned to provide four (4) rooms.

(e) Type DU shall be partitioned to provide five (5) rooms, one of which shall be at least 150 s.f. in area (for use by private utilities).

TABLE 6.40-I – ADDITIONAL SPECIFIC REQUIREMENTS

SPECIFIC REQUIREMENTS	FIELD OFFICE TYPE						
	A	B	C	CU	D	DC	DU
Minimum useable floor space (Square Feet)	400	800	1,200	1,200	1,800	2,320	1,800
Office desks, at least 4'-8" x 2'-8", with drawers, locks, and keys.	2	2	4	8 [a]	8	8	12 [a]
Swivel chairs, with arms, for the above.	2	2	4	8 [a]	8	8	12 [a]
Office folding chairs, metal, with padded seats and backs.	2	3	6	14 [b]	8	8	16 [b]
Steel supply cabinets (approximate size 72" high by 36" wide by 18" deep), with four adjustable shelves, tumbler lock and 3 keys.	1	1	1	1	1	1	1
Fire resistant cabinet, 4-drawer, legal size with lock and three (3) keys, meeting the requirements for "Filing devices, Insulated (36 E 9)" Class D Label, of the Underwriters' Laboratories, Inc. Specifications.	1	1	1	3 [c]	4	4	6 [c]
Individual lockers (17" wide x 18" deep x 72" high) with flat key locks and two (2) keys each.	1	1	4	4	4	4	4
Calculating machines, tape type with digital display registering at least ten (10) digits.	1	1	2	2	3	3	3
Waste paper baskets (metal, approximately 12" square by 16" high).	1	2	2	6 [a]	4	4	8 [a]
Fire extinguishers, non-toxic, dry chemical type meeting Underwriters Laboratories, Inc., approval for Class A, Class B and Class C fires with a minimum rating of 2A:lOB:10C.	1	1	2	3 [d]	4	8	5 [d]
First Aid Kit kept properly stocked with appropriate first aid supplies at all times.	1	1	1	1	2	2	2
Drafting tables (3'-0" x 5'-0") with storage drawers and stool.	1	2	2	3 [d]	4	4	5 [d]
Photocopying Machine	1	1	1	1	1	1	1
Standalone networked color laser printer. (Not required if photocopying machine prints in color)	1	1	1	1	1	1	1

SPECIFIC REQUIREMENTS	FIELD OFFICE TYPE						
	A	B	C	CU	D	DC	DU
Vertical filing plan racks for six sets of 22"x36" plans each rack.	1	1	2	3 [d]	4	4	5 [d]
Telephone lines for calls, where one shall be dedicated for the Fax Machine, one for each computer fax/modem and the others for telephone instruments.	4	6	6	7 [e]	8	8	9 [e]
Telephone instruments.	2	2	3	5 [e]	4	4	6 [e]
Telephone answering machine.	1	1	1	1	1	1	1
Fax Machine	1	1	1	1	1	1	1
Personal Computer	1	3	3	3	4	4	4
Bottled water with refrigerator unit-hot/cold water. (For private utilities room.)	0	0	0	1	0	0	1
Paper Shredder	1	1	1	1	1	1	1
Projector	0	0	1	1	1	1	1
Conference Room, 320 square foot (20'x16' minimum, equipped with (2) 3'x6.5' tables and (30) chairs.	0	0	0	0	0	1	0

[a] *Provide four (4) each of Office Desks, Swivel Chairs and Waste Paper Baskets in private utilities room.*
[b] *Provide eight (8) Folding Chairs in private utilities room.*
[c] *Provide two (2) Fire Resistant 4- Drawer Legal Size Cabinets in private utilities room.*
[d] *Provide one (1) each of Fire Extinguisher, Drafting Table and Vertical File Rack in private utilities room.*
[e] *Provide one (1) telephone line and two (2) telephone instruments for the exclusive use by private utilities personnel. The line shall interconnect the two telephone instruments by push button control.*

6.40.4. CONSTRUCTION METHODS. The building shall be fully equipped and made available for use and occupancy by the Department's personnel and/or Supervision Consultant not less than thirty (30) days prior to the start of any contract work.

The building interior (including access foyers, stairwells, etc.) shall be maintained in good, clean, and sanitary working condition by the Contractor for the duration of the contract. The Contractor shall provide and pay all costs for electrical service, telephone service for calls within New York City limits, hot and cold water, heat and fuel, and daily janitor service. Staples, such as paper towels, hand soap, toilet paper, and similar supplies, shall always be available.

Where necessary, the site for a mobile trailer(s) shall be graded and shoulder stone placed and maintained as directed by the Engineer to provide a parking area for City personnel and, if necessary, an approach road shall be provided. Plumbing work shall include all water supply, drainage and piping required for the operation of a complete installation. Temporary water service shall be provided from an existing main and extended into the trailer and all fixtures requiring water supply shall be properly connected up. All necessary soil, waste, vent and drainage piping shall be provided and connected to the existing sewer or as otherwise directed.

The office, incorporated facilities, equipment, and personal property of the Department's employees shall be protected by the Contractor against loss or damage from fire, theft, or other causes, at all hours of the day and night. The Contractor shall provide fire insurance, extended coverage and vandalism, malicious mischief and burglary, and theft insurance coverage in the amount of forty thousand dollars ($40,000.00) for office equipment of the City of New York in the Engineer's field office and for property of City personnel that is used in the contract work and stored in the office. All insurance coverage shall be written by a company approved by the Commissioner and payable in case of loss to the City of New York. The office shall be maintained by the Contractor in first class condition until final acceptance of the work.

At the direction of the Engineer, any equipment on the above lists may be deleted. The Engineer may direct that other equipment of equivalent value be supplied by the Contractor or an appropriate credit be taken for the value of equipment not provided.

When directed by the Engineer, the Contractor shall disconnect all services and remove and dispose of all temporary installations from the site, including fencing, surfacing and utilities, the area shall then be cleaned, loamed and seeded if required and left in a neat and acceptable condition. On and after the date of the Engineer's Final Acceptance, the temporary structure and all installed equipment shall become the property of the Contractor, and shall be disposed of, by him, away from the site of the work. Engineer's Final Acceptance shall be when the Contractor has completed all punch list work and Official Completion Date has been set.

6.40.5. NONCONFORMANCE. No payment will be made under Engineer's Field Office for each calendar day during which there are deficiencies in compliance with the requirements of any subsection of this specification. The first calendar day shall commence twenty-four (24) hours after notice to the Contractor of such a deficiency. This non-payment shall be deducted from the Contractor's next estimate as a charge to the Contractor on the item. The amount of such calendar day non-payment will be determined by dividing the unit price bid per month by 30.

In addition, the Contractor may be subject to liquidated damages in accordance with Schedule A.

6.40.6. MEASUREMENT. The quantity to be measured for payment under this item shall be the number of months that the Field Office is available for occupancy by the Field Engineers during the period of the contract. Payment will begin the first month that the office is fully equipped, serviced as specified, and made available for occupancy. The Field Office is to be continuously made available and monthly payments will continue for the duration of the contract through a period not to exceed 6 months past the Substantial Completion date. When directed in writing by the Commissioner, the Field Office will be provided and paid for a period of time beyond 6 months past the Substantial Completion date. Payment for each month's occupancy after the date of Substantial Completion acceptance will be made as part of the final estimate. Monthly payments may be terminated on a specified date prior to acceptance of the contract by written notification by the Engineer that such office will no longer be required on the contract.

In order to incentivize early Substantial Completion of the Project, the City agrees to share the savings resulting from the reduction of the quantity measured for payment under this item.

If the determination of Substantial Completion is reached at least two (2) months earlier than the Substantial Completion date set forth in the Notice to Proceed letter, plus any approved time extensions, the Contractor and the City will evenly split the saved amount. This payment will be in addition to any payments of incentive for early completion, if one is specified for the Project.

For example, using a contract with a 30-month duration for achievement of substantial completion, with the Engineer's Field Office directed by the Commissioner to remain open six (6) months after the substantial completion date per Subsection 6.40.6 above, the following would apply under these two scenarios:

1. Project substantial completion is achieved in 28.5 months: Because the contract was completed within two (2) months of the scheduled substantial completion date, the contractor is entitled to be paid for the 28.5 month project duration plus the six (6) months after Substantial Completion, amounting to 34.5 months to be paid to the Contractor for the Engineer's Field Office, with no additional amounts due to the contractor from any savings.
2. Project substantial completion is achieved in 26 months: Because the contract was substantially completed more than two (2) months early, the contractor is entitled to be paid for the 26 month project duration plus six (6) months after substantial completion plus half of the four months saved, amounting to 34 months to be paid to the contractor for the Engineer's Field Office.

6.40.7. PRICE TO COVER. The unit price bid per month for the item Engineer's Field Office shall include the cost of furnishing all labor, materials, equipment, ground rental, fire and theft insurance, and utility charges necessary to complete the work of providing or constructing the field office; making all necessary electrical, water, sewer, and other connections required to make the above facilities operative; payment of all rental costs; furnishing and paying for heating fuel, as required; all electrical energy; private telephone services; staples, as specified; and all necessary incidentals to complete the work - all in accordance with the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
6.40 A	ENGINEER'S FIELD OFFICE (Type A)	MONTH
6.40 B	ENGINEER'S FIELD OFFICE (Type B)	MONTH
6.40 C	ENGINEER'S FIELD OFFICE (Type C)	MONTH
6.40 CU	ENGINEER'S FIELD OFFICE (Joint Use) (Type CU)	MONTH
6.40 D	ENGINEER'S FIELD OFFICE (Type D)	MONTH
6.40 DC	ENGINEER'S FIELD OFFICE WITH CONFERENCE ROOM	MONTH
6.40 DU	ENGINEER'S FIELD OFFICE (Joint Use) (Type DU)	MONTH

The Section below supersedes and replaces Section 7.13 of NYC DOT

Standard Specifications dated May 16, 2022

SECTION 7.13 – Maintenance of Site

7.13.1. DESCRIPTION. This section describes the maintenance, protection and cleanup of the construction site. The Contractor is placed on notice that a safe and clean site throughout all phases of the work and during all operations must be provided by the Contractor, and further that the monitoring by the City of the Contractor's site maintenance, site protection and site cleanup is considered for the purposes of the contract to be a Project objective necessary to eliminate and/or mitigate public disruption and inconvenience, and to insure public health and safety. The Contractor shall therefore, at all times, conduct this operation in a manner which promotes a clean site and insures the convenience, safety and health of general users consisting of, but not limited to, the motorist, the pedestrian and the abutting property owners/tenants, as well as those of the Contractor's employees. This includes compliance with the Contractor Code of Conduct in **Section 1.06.19**.

The provisions of this section are supplementary to and do not abrogate the General Conditions (Section 1.06) or the General Notes on the Contract Drawings relating to the protection and cleanup of the site, and the delivery and storage of materials at the site. Furthermore, any conditions pertaining to the maintenance, protection and cleanup of the construction site during the life of the contract which are addressed in the General Conditions and in the General Notes on the Contract Drawings, whether or not addressed under this Section, shall be deemed as having been addressed under this Section.

7.13.2. METHODS.

(A) GENERAL

Work under this Item shall start from the date of written notice to commence work or from the actual start of construction work at the site, whichever is later.

The Contractor shall be responsible for the maintenance of the contract streets or portions of streets pursuant to Article 7 of the Standard Construction Contract.

The Contractor shall provide the necessary personnel and equipment for adequate site maintenance within and adjacent to the contract site and all detour routes. The Contractor shall keep the work site and adjacent areas free and clean from all rubbish, debris, dust, idle construction equipment, discarded or leftover construction material and excavated material as outlined below. The Contractor shall also keep all haul routes outside the work site free and clean from all rubbish, debris and dust resulting from the Contractor's operations.

The Contractor shall protect the public from damage to persons and property, which may result directly or indirectly from any construction operation. Such protection shall include, but not be limited to, providing proper street drainage and diversion of runoffs from private properties by such means as sandbagging or pumping, controlling soil erosion and/or soil migration.

All existing Fire Department Communication facilities shall be protected and provisions made for their continuous operation during construction. ALL ALARM BOXES AND POSTS MUST REMAIN ACCESSIBLE. If, due to the Contractor's operations, Fire Alarm Service is inadvertently interrupted or Fire Communication System equipment or facilities are damaged, the Contractor will be held responsible and shall replace them at its own expense and in accordance with Fire Department requirements.

The Contractor shall be fully responsible for maintaining the completed work in an acceptable condition and protecting the completed work until relieved of such responsibility by acceptance of the contract or the completed items of work. Upon completion of each phase of work, or when ordered by the Engineer, and before acceptance and final payment are made, the Contractor shall remove all surplus and discarded material, rubbish, equipment, debris, and temporary structures from the site, and restore the working site as directed by and to the satisfaction of the Engineer. All sewers, water mains, appurtenant structures, etc., shall be clean, free from debris and deposits.

(B) MAINTENANCE OF STREETS

Maintenance of streets and detours for vehicles shall include any repairs, as directed, including the filling of pre-existing and new potholes that may be necessary due to usage of streets by traffic. This repair work will be paid for under Item No. 4.02 CB - ASPHALTIC CONCRETE MIXTURE, or 4.02 CA - BINDER MIXTURE, as provided in the Bid Schedule.

Also, the Contractor shall provide reasonably safe and convenient walkways and passageways for pedestrian traffic. Where required by the Contract Documents or when ordered by the Engineer, the Contractor shall construct and maintain, as directed, temporary asphalt walkways and ramps in accordance with the requirements of Subsection 7.13.2.(G)(1), below, temporary wood plank or steel plate ramps or other configurations and materials, as may be required, and provide temporary pedestrian passageways (as per the NYC Department of Transportation's Standard Details of Construction, Standard Drawing H-1004, or as otherwise approved). The Contractor shall make the surface(s) of the pedestrian pathway(s) safe by eliminating ponding conditions, removing debris, sweeping, and wetting for dust control. All walkways and passageways must be in compliance with all ADA requirements.

The Contractor shall maintain access to all abutting properties and pedestrian usage of sidewalk areas, both old and new, at all times, as directed by the Engineer and as shown on the Contract Drawings, except at "Sidewalk Closings" as designated or as directed.

The Contractor shall maintain the traveled way in such a condition and conduct operations in such a manner that snow and ice may be readily removed by others as and when necessary, and in such a manner that proper drainage is provided for the melting of snow in the banks resulting from normal plowing. However, the Contractor will not be responsible for snow or ice removal on the pavement or traveled way opened for public usage, except within the limits of the work zone(s) which may include, but is not limited to, stairway, promenades, esplanade areas, and sidewalk, including those fronting the Contractor's office and the Engineer's field office all of which will be the responsibility of the Contractor. In order to minimize the amount of salts entering the storm sewer system, snow melt must not be used in place of shoveling, but must be used after all standing snow is removed. This does not prohibit applying reasonable amounts of snow melt prior to snowfall.

(C) CONTROL OF DUST AND DEBRIS

The Contractor shall control dust and debris within the work area and the traveled way. The Contractor shall mitigate material spilling from trucks with the use of tarpaulin covers. All dust producing materials shall be wet down with water to the extent necessary to minimize dust. When public or local inconvenience is caused by dust occasioned by the sweeping and cleaning operations, the Contractor shall furnish and sprinkle water onto the affected surfaces during the sweeping and cleaning operations; however, the application of water shall not be used as a substitute for sweeping.

The Contractor shall perform all work operations so that dust and debris is minimized within the work zone and mitigated before any of it leaves the work zone. Movement of dust and debris by wind, vehicles, persons, and the Contractor's operations shall be cause for sweeping and watering to be implemented immediately as directed by the Engineer. Also, should dust and dirt cover over all or portions of the work site it shall also be cause for immediate sweeping and watering by the Contractor.

All water furnished and applied under this item shall be free from harmful materials and shall be reasonably clean. Water shall be delivered in tanks or tank trucks, or by use of hydrants as permitted by the Department of Environmental Protection; however, no guarantee is made by the City as to the availability of suitable hydrants at the site. Where no suitable hydrants exist at the site, the Contractor shall be required to furnish water in tanks or tank trucks at no additional cost to the City.

(D) CLEANING OF SITE AND WASTE DISPOSAL

The Contractor shall be responsible for the removal of all rubbish and debris from the site of the project. The Contractor shall remove all piles of rubbish, debris, waste material and wood cratings as a result of the Contractor's operations as they accumulate. When directed by the Engineer the Contractor shall cart them away from the site. The Contractor shall employ and keep engaged for this purpose an adequate force of laborers.

The Contractor shall at the beginning and end of each day be required to pick up all litter, trash and debris (excluding garbage and recycled material set to be picked up by scheduled private and/or public sanitation pickups) adjacent to and within the work zone on a daily basis, seven (7) days a week. The Contractor shall also during the day keep clean all roadways, sidewalks and other places in which the work is being performed or which are to be used in connection therewith.

The Contractor shall protect the site against unauthorized dumping of waste materials by patrolling the site and reporting violations to the Engineer, and should any unauthorized dumping occur, it shall be immediately remove by the Contractor to the Engineer's satisfaction.

While performing the above site cleaning work, the Contractor shall have available an approved mechanical street sweeper, with operator, suitable for removing dirt, debris, dust and loose stones; a sprinkler truck; adequate size pick-up truck with driver and laborers; an adequate supply of brooms, sixteen (16) inch wide or larger; and necessary hand tools and materials. The Contractor shall arrange to have necessary persons and equipment assigned to satisfy concerns relating to required clean up and restoration work. These persons with equipment shall be available to correct all matters requiring attention and shall be immediately available to respond to directives issued by the Engineer regarding specified problems of maintenance and cleaning.

The Contractor shall perform this work during the normal or extended working days. However, when required in accordance with the approved schedule or directed, the Contractor shall be prepared to extend this work beyond the normal work day, including weekends.

The Contractor shall provide trash receptacles for use by its construction staff. The trash shall be periodically removed and disposed of in compliance with local ordinances.

(E) DISPOSAL OF REMOVED MATERIALS

Except as may be otherwise specified herein or in the General Conditions, all materials which are permanently removed from the existing construction by the Contractor in accordance with the Contract Documents shall become the Contractor’s property and shall be disposed of by him away from the site.

In addition, it is the intent of NYCDDC to have all metals that are excavated and removed from the site, such as iron castings street hardware (i.e. manhole frames and cover, valve box covers, hydrants, etc.), ductile iron sewer pipe, steel and ductile iron water main pipe, trolley track rails, etc. (excluding steel reinforcement embedded in concrete), recycled provided that they are not deemed contaminated or hazardous. Therefore, the Contractor shall agree to make every effort possible to recycle said metals removed from the site. As a record of such compliance, the Contractor shall be required to keep an accurate log of said materials that are excavated and removed from the site and where and how said materials are either processed for reuse or disposed of away from the site. A copy of said log shall be submitted to the Engineer along with the invoice submitted by the Contractor for payment each month.

(F) REMOVAL OF SURPLUS PLANT AND EQUIPMENT

When ordered by the Engineer, the Contractor shall be required to promptly move from any location within the contract area all such items of plant and equipment determined to be no longer necessary for the effective prosecution of the work at such point, to other locations to be designated by the Engineer. If, in the opinion of the Engineer, plant and equipment are no longer required on any portion of the work, they shall be removed from the site when so ordered.

Where access to regularly scheduled private and/or public sanitation pickups, such as garbage and recycled materials, is blocked due to the Contractor’s operations, the Contractor shall coordinate a schedule for collection of said materials, and/or shall collect and transport garbage and recycled materials to collection points, as directed by the Engineer, for disposal by public or private collections, as appropriate.

Waste material shall not be dumped in or on any part of the City's property except by special permission of the Engineer. Concrete mixing trucks shall not be washed on City streets nor shall the waste material from the washing out of concrete mixing trucks be discharged to any street, public property, sewer manhole, catch basin, sewer, street gutter, or other above or below ground structures. All excavated materials falling on roadways and sidewalks shall be promptly swept up and removed.

(G) MAINTAINING ACCESS TO PROPERTIES AT CUT AND FILL LOCATIONS

When it is necessary to cut or fill at abutting properties in accordance with the contract requirements, the Contractor shall immediately commence construction to provide entrance to and egress from said properties as shown on the Contract Drawings and/or by one of the following methods, or modifications made thereto, when so ordered by the Engineer:

(1) "Asphalt Ramps"

Temporary access ramps shall be made hard and smooth surfaced with asphaltic material (to be paid for under Item No. 4.02 CB or 4.02 CA, as provided in the Bid Schedule) The slope of temporary ramps at driveways and transition areas shall be approximately 25% [approximately a three (3") inch rise in one (1') foot] and be limited to a width of not more than eight (8') feet for single driveways and not more than twelve (12') feet for double driveways. The slope of temporary ramps at street hardware shall range between 1:10 and 1:6 (rise:run). The slope of temporary pedestrian ramps shall be limited to a width of not less than four (4') nor more than five (5') feet and a slope of approximately 1:12.

(2) "Benching"

In locations where embankments are to be constructed on existing slopes or against existing embankments with slopes steeper than 1 (vertical) on 3 (horizontal), slopes shall be benched as shown on the Contract Drawings. Benches shall be constructed as a "Temporary Retaining Wall" (Item No. 8.12). Access to abutting properties shall be provided as shown on the Contract Drawings or as per the details shown on the NYC Department of Transportation's Standard Details of Construction, Standard Drawing for Temporary Wooden Steps (Item No. 7.15).

(3) "Specified"

By methods specified and detailed on the Contract Drawings.

(H) FINAL CLEARANCE OF SITE

Immediately after the completion of the contract and before final acceptance of the Work by the Department, the Contractor shall remove all surplus material, temporary structures, and debris resulting from the Contractor's operations. Any painted markings (layout survey, etc.), excluding utility markings made under 16 NYCRR Part 753 (utility markings made under Part 753 shall not be removed), that have been placed by the Contractor and which are still remaining at the end of the contract shall be removed. Removal of painted markings shall be done using an approved power-washing method. The entire area shall be cleared and left in a neat presentable manner satisfactory to the Commissioner.

If as a result of the Contractor's operations, obstructions have fallen into a navigable waterway, they must be removed and the waterway and channel cleared; and the Contractor must obtain a release from the United States Coast Guard.

7.13.3. STORAGE OF MATERIALS AND EQUIPMENT. Roadways, sidewalks, gutters, crosswalks, and driveways shall at all times be kept clear and unobstructed unless a permit has been obtained from NYC Department of Transportation authorizing encumbrance of the roadway and/or sidewalk with equipment and/or material, provided it is in a manner which will not prevent the safe passage of vehicular traffic on such roadway designated to remain open, or the safe passage of pedestrians on such sidewalk and crosswalks, or block the normal drainage flow within the streets.

(A) DELIVERED MATERIALS NOT TO OBSTRUCT TRAFFIC

All materials delivered upon but not placed in the work shall be neatly piled so as not to obstruct public travel and shall be removed from the line of the work, at the direction of the Engineer, at no additional cost to the City. Unless the materials are so removed by the Contractor upon notice from the Engineer, the materials may be removed by the Commissioner and the expense thereof charged to the Contractor.

(B) PILING OF MATERIALS DELIVERED TO WORK SITE

Materials placed on the sidewalk or roadway shall be piled or stacked in a satisfactory and safe manner, enclosed with plastic barrels (Section 6.87) or barricades (Section 6.28 AA or 6.28 BA), and with pedestrian steel barricades (Section 7.36), “WARNING: KEEP OUT” signs (Section 6.25), and heavy duty safety orange construction fencing. The heavy duty safety orange construction fencing shall be safety orange in color, of heavy duty construction grade flexible plastic (light duty plastic screening fence will not be accepted), have a minimum height of four (4’) feet, and shall be of a type approved by the Engineer. The heavy duty safety orange construction fencing shall be held vertically in place for its full length and shall be securely attached to barrels, utility poles, or a combination thereof, or other traffic control devices shown on the Contract Drawings or directed, in a manner approved by the Engineer. Loose materials shall be covered with tarpaulins, suitably held down. Areas adjacent to stored materials shall be kept clean and watered as required and as directed by the Engineer. When such materials are removed, the sidewalks and roadways must be immediately swept clean by the Contractor and control of dust shall be mitigated in accordance with the requirements of Subsection 7.13.2.(C), above.

Materials to be used in the work shall be compactly piled within limits to be designated by the Engineer. Sand and coarse aggregate may be piled within the roadway area. All old and such new material as has been approved, except sand and coarse aggregate, shall be neatly piled by the Contractor on the front half of the sidewalk, on planks or plates, if the same be flagged or otherwise improved.

Stored material shall be neatly stacked, placed at locations designated by the Engineer, and suitably enclosed or covered, protected, and wet down, as stipulated above. Streets under such construction material or equipment shall be shielded by wooden planking, skids or other protective covering approved by the Engineer. All pipes, fittings and appurtenances must be carefully stored, as approved by the Engineer, so as to prevent surface drainage, excavation material or other foreign matter from entering into the pipes, fittings and appurtenances.

Waste material and excavated material will under no conditions be permitted to remain on the work site or

Provisions must be made by the Contractor to maintain curb-line drainage through storage areas. Stored materials shall not block the normal drainage flow or cause ponding conditions within streets, and shall not be placed within fifteen (15’) feet of any fire hydrant (working or not), at bus stops, within tree root zone areas, or any other areas as set forth in the rules of the department the obstruction of which would impair the safety or convenience of the public (also see General Notes on Contract Drawings for any additional information). In a street upon which there is a surface railroad, construction materials or equipment shall not be placed nearer to the track than five (5) feet.

The Contractor shall not be permitted to store, stockpile or lay down any construction material within the boundaries of tree pits or critical root zone (CRZ) of existing trees. This material includes but is not limited to: lumber, fuel and oil containers, pipes, pipe fittings, barricades, hand tools, hoses, hardware, bricks, salvaged stone or granite, trash receptacles, or asphalt. Bulk material, equipment, or vehicles shall not be stockpiled or parked within the CRZ of any tree, or within ten (10’) feet of the trunk (whichever is greater). This is done to minimize surface and subsurface root and soil compaction. This applies to all CRZs within or outside the project limit line. CRZ is calculated as (DBH x 1.5 ft = Radius). The radius calculation is equal to the critical root zone.

When no work is in progress, at least one half of the roadway must be left clear at all times.

The Contractor must remove any stored materials/equipment from the project street(s), as directed by the Engineer, within forty-eight (48) hours’ notice, at no additional cost to the City. Payment for compliance with such a directive shall be deemed included in the unit price bid for this “Maintenance of Site” item.

(C) ILLUMINATION OF BUILDING MATERIAL AND EQUIPMENT ON STREETS

Pursuant to Section 19-121 of the Administrative Code of the City of New York, the Contractor's attention is directed to the following:

1. Whenever a permit is issued for any construction material or equipment, the outer surface of such construction material or equipment shall be clearly marked with high intensity fluorescent paint, reflectors, or other marking which is capable of producing a warning glow when illuminated by the headlamps of a vehicle or other source of illumination.

2. Each approved storage area shall have at least one (1) sign identifying the Contractor's name, Project ID/Name, and the phone number of the Engineer's Field Office.

3. Violations. Any person who shall violate any of the above provisions, upon conviction thereof, shall be subject to the Criminal penalties pursuant to Section 19-149 of the Administrative Code of the City of New York or Civil penalties pursuant to Section 19-150 of the Administrative Code of the City of New York, or both such fines and imprisonment.

(D) STORAGE WITHIN THE PROJECT LIMITS

The Contractor will not be permitted to store construction equipment, construction material or excavated material within the project limits, except where specifically approved by the Engineer and only under the following conditions:

The Contractor will not be permitted to allow the personal vehicles of the Contractor's work force to be stored, parked, or to stand within the limits of any designated work area or in "no parking", "no standing", and/or other restricted zones; vehicles so stored, parked, or found standing may be ticketed and/or towed at the owner's expense. This restriction shall exclude Contractor owned vehicles transporting and/or storing specialized equipment and/or materials necessary for the execution of ongoing contract work, as approved by the Engineer. The Contractor shall be responsible for properly notifying the Contractor's work force of these restrictions.

Payment for traffic control devices such as plastic barrels, barricades, pedestrian steel barricades, and warning signs used to enclose stored materials and equipment within the project limits will be paid for under the appropriately scheduled items; however, when no appropriately scheduled item or items are provided in the bid schedule, the cost of those items shall be deemed included under all scheduled items.

Materials stored on site shall be "Installed in Place" within two (2) consecutive working days of delivery to the job site, unless otherwise specified or permitted by the Engineer. (Construction supervisor will be required to maintain accurate records of all delivery dates.) No material shall be stored on site during construction shutdowns and/or stoppages scheduled to last more than five (5) consecutive working days.

(E) STORAGE OUTSIDE THE PROJECT LIMITS

The Contractor may be permitted to occupy off site street/roadway areas for material storage, subject to their availability and conformance with City wide permitting requirements for storage of materials; however, this neither implies nor guaranties the Contractor the availability and/or approval of any off site street/roadway areas.

Materials and/or equipment must be stored safely and neatly as specified above, with appropriate Maintenance and Protection of Traffic devices separating the storage area from vehicular traffic and pedestrians. Loose materials must be properly and neatly stored. .

No separate payment will be made for providing off site storage site(s) where approved or for providing any traffic control devices used for off site storage, the cost of which shall be deemed included under all scheduled items.

7.13.4. NONCONFORMANCE. No payment will be made under Maintenance of Site for each calendar day during which there are deficiencies in compliance with the foregoing specification requirements, as determined by the Engineer and made evident by the Engineer's failure to sign documents each day approving payment to be made under this item.

The amount of such calendar day non-payment will be determined by dividing the unit price bid per month by thirty (30).

If the Contractor fails to maintain and protect the site, or any portion thereof, adequately and safely for a period of three (3) or more consecutive hours, the Engineer may correct the adverse conditions by any means deemed appropriate, including, but not limited to, "outside services," and shall deduct the cost of the corrective work from any monies due the Contractor. The cost of this work shall be in addition to the nonpayment for site maintenance listed above.

However, where continued nonconformance with the requirements of this specification is noted by the Engineer, and prompt Contractor compliance is deemed not to be obtainable, all contract work may be stopped by direct order of the Engineer, regardless of whether corrections are made by the Engineer as stated in the paragraph above.

Furthermore, in addition to the remedies specified above, in the event the Contractor shall fail to comply, within three (3) consecutive hours after written notice from the Engineer, with the requirements of the contract and the specifications in the matter of providing facilities and services for the maintenance, protection and cleanup of the construction site, the Contractor shall pay to the City of New York, until such notice has been complied with or rescinded, the sum shown per calendar day in Schedule A, for each instance of such failure, as liquidated damages and not as a penalty, for such default.

Any money due the City of New York under this provision shall be deducted from the amounts due or to become due to the Contractor for work performed under the contract.

7.13.5. MEASUREMENT.

(A) MAINTENANCE OF SITE (LUMP SUM)

Payment will be made by lump sum.

(B) MAINTENANCE OF SITE (PER MONTH)

The quantity to be measured for payment under this item shall be the number of months (to the nearest 1/4 month increment) that the Contractor satisfactorily provides for the Maintenance of Site in accordance with these specifications, including winter shut down, holiday embargo, and other work suspension periods for which the Contractor remains responsible for site maintenance. Measurement for this item shall not begin until actual construction work is started at the site.

Periods where the Contractor is demobilized and not continuing the site maintenance will not be measured for payment. The Engineer will provide written notice two weeks in advance that the Contractor is being deemed to be demobilized. For the avoidance of doubt, reduced activity during winter shut downs, holiday embargos, and other work suspension periods as shown on the Contractor's approved CPM schedule do not count as demobilization, provided the Contractor continues to be responsible for site maintenance and responsive to notifications of nonconformance per **Subsection 7.13.4** above. Should such nonconformance occur during periods of demobilization, the liquidated damages described in **Subsection 7.13.4** above may be assessed during periods where maintenance of site is not being measured for payment.

In order to incentivize early completion, the City agrees to share the savings resulting from the reduction of the quantity measured for payment under this item.

If the determination of Substantial Completion is reached at least two (2) months earlier than the Substantial Completion date set forth in the Notice to Proceed letter, plus any approved time extensions, the Contractor and the City will evenly split the saved amount. This payment will be in addition to any payments of incentive for early completion, if one is specified for the Project.

For example, using a contract with a 30-month duration for achievement of substantial completion, the following would apply under these two scenarios:

1. Project substantial completion is achieved in 28.5 months: Because the contract was completed within two (2) months of the scheduled substantial completion date, the contractor is entitled to be paid the 28.5 month project duration for the Maintenance of Site, with no additional amounts due to the contractor from any savings.
2. Project substantial completion is achieved in 26 months: Because the contract was completed more than two (2) months prior to the scheduled substantial completion date, the contractor is entitled to be paid the 26 month project duration plus half of the four months saved, amounting to 28 months to be paid to the contractor for the Maintenance of Site.

7.13.6. PRICE TO COVER.

(A) MAINTENANCE OF SITE (LUMP SUM)

The lump sum price bid for Maintenance of Site shall include the cost of furnishing all labor, materials, plant, equipment, insurance and incidentals required to maintain, protect and clean up the site, all in accordance with the Contract Drawings, these specifications, and the directions of the Engineer. Payment will be made in proportion to the percentage of actual contract completion. The final payment for this item will be in direct proportion (whether higher or lower) to the final contract value as compared to the original contract value.

(B) MAINTENANCE OF SITE (PER MONTH)

The unit price bid per month for Maintenance of Site shall include the cost of furnishing all labor, materials, plant, equipment, insurance and incidentals required to maintain, protect and clean up the site, all in accordance with the Contract Drawings, these specifications, and the directions of the Engineer.

Where no separate item is provided for this work, the cost thereof shall be deemed to be included under all scheduled items.

Payment will be made under:

Item No.	Item	Pay Unit
7.13 A	MAINTENANCE OF SITE	L.S.
7.13 B	MAINTENANCE OF SITE	MONTH

SECTION 7.35 - PEDESTRIAN CHANNELIZER

7.35.1. INTENT. This section describes the work of providing interlocking pedestrian channelizers to be used as temporary pedestrian access route between pedestrian and construction work areas when directed by the Engineer.

Pedestrian channelizer must provide the same level of pedestrian guidance as concrete or plastic barrier, but should be light weight, easier to transport, install and remove with interlocking arrangements.

7.35.2. MATERIALS. The work shall consist of furnishing, maintaining, relocating, and removing pedestrian channelizer in sidewalk areas as per the specifications, as shown on the Contract Drawings or where otherwise directed by the Engineer.

Pedestrian Channelizer units must meet the requirements of the following standards:

a. 2010 ADA Standards for Accessible Design
b. 2011 Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG)
c. 2009 Manual on Uniform Traffic Control Devices (MUTCD), with FHWA Revisions and NYS Supplements

Product should meet the crash test and evaluation criteria contained in the American Association of State Highway and Transportation Officials' (AASHTO) Manual for Assessing Safety Hardware (MASH) and have a FHWA acceptance letter.

Acceptable products include:

a. ADA PEDESTRIAN BARRICADE – STRONG WALL by PLASTICADE
b. ADA COMPLIANT PEDESTRIAN BARRICADE like Safety Rail & SafetyWall by PSS
c. Urbanite 57000 Series by Urbanite
d. Plastic Safety System Safety Wall by PAUL PETERSON SAFETY DIVISION.
e. Or approved equivalent

Battery operated flashing units as approved by the Engineer.

7.35.3. METHODS. Pedestrian Channelizer units of the various sizes required shall be furnished to the site, complete, ready to use. All units shall be in good condition and acceptable to the Engineer. pedestrian channelizer installed must meet the requirements of the standards listed in **Section 7.35.2** above.

The Contractor shall install pedestrian channelizer by placing them where shown on the Contract Drawings or where otherwise directed by the Engineer. Adjacent units shall be interlocked. Weights (sand or water ballast in the unit, sandbags, concrete blocks, etc.) must be used per the manufacturer’s recommendations, as necessary to ensure stability, or as directed by the Engineer. Weights must not interfere with pedestrian travel. The minimum number of interlocked barricade units in a given run must be two, unless otherwise approved by the Engineer. Where less than three units are required and

approved by the Engineer, additional measures shall be taken by the Contractor to stabilize the shorter length of interlocking barricade and prevent overturning.

At corners, units four feet or less in length must be used to form smooth curved runs of barricade.

Contractor shall continuously maintain the temporary pedestrian steel barricades, where shown on the Contract Drawings or directed by the Engineer, until ordered by the Engineer to remove the barricades at the completion of a work stage. Should a unit or units of barricades become damaged or otherwise unacceptable to the Engineer, the Contractor shall replace said units within twenty-four (24) hours of notice by the Engineer, at no additional cost to the City.

Battery operated flashing units will be installed on every alternate pedestrian channelizer or as approved by the Engineer.

7.35.4. MEASUREMENT. The quantity to be measured for payment shall be the number of linear feet of pedestrian channelizer constructed and placed, complete, based upon the summation of the lengths of the individual units so constructed and placed.

Payment will be made for only the initial installation at any location. Whenever pedestrian channelizer are moved to a new location, as required by the Contract Drawings or directed by the Engineer, payment will be made in the same manner as if it were an initial installation. Whenever the Contractor proposes to move pedestrian channelizer to a new location it is subject to approval of the Engineer and must be in accordance with the latest approved progress schedule. Minor movement of the pedestrian channelizer within a work area will not be considered as a movement to a new location and will not entitle the Contractor to additional payment. Minor movement within a work area includes, but is not limited to

- Movement from one side of the roadway to the other side
- Movement to adjust the roadway or work zone width
- Movement required to access the work zone or to secure the work zone
- Linear movement of less than one block within an established work zone
- Rearrangement within a work area

No payment will be made: for non-interlocked units of barricade; for barricade units greater than four (4') feet in length used in corner quadrants; for movements of pedestrian channelizer made for the Contractor's convenience; for movement of barricades at a given location at the end of a work period and subsequent replacement at the same location at the beginning of the next work period; for movement of barricades at a given location during a work period and subsequent replacement at the same location during the same work period; or for the interchanging of barricades between initial installations.

7.35.5. PRICE TO COVER. The contract price bid per linear foot for PEDESTRIAN CHANNELIZER will cover the cost of furnishing all labor, materials, plant, equipment, insurance, battery operated flashing units and necessary incidentals required to furnish, install, maintain, relocate, and remove PEDESTRIAN CHANNELIZER, complete with

weights for stability, in accordance with the Contract Drawings, the specifications, and the directions of the Engineer.

Where there is no scheduled item for temporary Pedestrian Steel Barricades, the cost of furnishing, installation, maintenance, relocation, and subsequent removal of PEDESTRIAN CHANNELIZER as required will be deemed included in the unit price bid for the Maintenance and Protection of Traffic Item.

Payment will be made under:

Item No.	**Item**	**Pay Unit**
7.35	PEDESTRIAN CHANNELIZER	L.F.

SECTION 7.70 TPR – Temporary Pedestrian Ramp (Not a Pay Item)

7.70TPR.1. INTENT.

This section describes the work of providing Temporary Pedestrian Ramps (TPRs) near new pedestrian construction work areas and the ADA guidelines. TPRs should provide access to sidewalk routes when pedestrian ramps are not accessible due to construction activities going on or around pedestrian ramps.

The work shall consist of furnishing, installation, maintaining, relocating, and removing temporary pedestrian ramps in order to access sidewalk areas as shown on the Contract Drawings or where otherwise directed by the Engineer.

TPR shall consist of temporary pedestrian ramp units having a geometry similar to that shown on the contract drawings, as directed the Engineer and complying with the following requirements:

a. TPR running slope must not exceed 1:12 ramp slope, which equals 4.8 degrees slope or one foot of wheelchair ramp for each inch of rise. For instance, a 30 inch rise requires a 30 foot handicap wheelchair ramp.
b. Cross slope must not exceed 1:48.
c. Handrails must be provided on both sides if rise is more than 6 inches.
d. A minimum 5' x 5' flat, unobstructed area at the top and bottom of the ramp
e. A Minimum width of 36 inches of clear space across the wheelchair ramp.
f. Maximum run of 30 feet will be allowed ramp before a rest or turn platform.
g. Ramp handrail height will be between 34" and 38" in height on both sides of the wheelchair ramps.
h. The TPR must allow for normal street drainage.

Note: At areas with grass strips, ramp to be located at closest concrete walk or driveway by means of ground level decking on grass connecting to the concrete sidewalk or driveway etc.

7.70TPR.2. MATERIALS AND METHODS.

1. LUMBER TPR: Lumber should have a slip-resistant surface. Use pressure treated wood for most of the wood material. Lumber must be preservative-treated southern pine, grade #2 or better. Pressure treated lumber must resists rot and decay with level of treatment as per American Wood Council latest standards. Decking board for the TPR will be at a minimum 2” thick.

2. ALUMINUM TPR: Aluminum should be high traction (e.g., textured extruded aluminum surface), dock plate with a coefficient of friction not less than 0.5 and made from high strength, lightweight aluminum; it should be slip-resistant and have a self-adjusting ground transition plate. The Ramp, Step, and Platform system is designed to be a rigid, free-standing structure. All footplates should be fastened securely to a concrete surface or 12” minimum diameter footings in order to achieve full structural integrity. Footing depth will depend on local building code.

Fastening all platforms to the building or modular building with lag screws is highly recommended.

3. FIBERGLASS/PLASTIC TPR: Fiberglass/ Plastic ramps should be able to take minimum wheelchairs, foot traffic etc., not less than 550 lbs., should be ADA compliant and adapts to varying curb heights from minimum of 2.5” to 7”. Should be anti-slip with high visibility surface and must be bolted for maximum stability and security. Coefficient of friction will not be less than 0.5.

All ramp handrails and ramp guardrails are designed to withstand a concentrated load of 200 pounds applied in any direction on the top of the rail.

All Ramp handrails are designed to be continuous along ramp runs and in between the inside corner of 90 degree and 180 degree turns in ramp direction. Handrails are not interrupted by posts or other obstructions.

Platforms and landings will be designed to carry a uniform live load of 100 pounds per square foot and a concentrated vertical load of 300 pounds in an area of one square foot.

Walking surfaces for serial number 1, 2 and 3 above must be designed to have a coefficient of friction no less than 0.50 in all directions of travel.

7.70TPR.3. METHODS.

All units shall be in good condition and acceptable to the Engineer.

The Contractor shall install the TPR by placing them where shown on the Contract Drawings, specifications and as directed by the Engineer. All the modular ramps will be assembled as per manufacturer’s instructions.

If the modular ramps are pre-assembled and transported to their locations, Contractor shall use utmost care in the delivery and installation of these units.

Units can also be fabricated/constructed at site with the approval of the Engineer.

Contractor shall continuously maintain the TPR, where shown on the Contract Drawings or directed by the Engineer, until ordered by the Engineer to remove the completion of a work stage. Should a unit or units of barricades become damaged or otherwise unacceptable to the Engineer, the Contractor shall replace said units within twenty-four (24) hours of notice by the Engineer, at no additional cost to the City.

7.70TPR.4. MEASUREMENT AND PAYMENT.

The price of Temporary Pedestrian Ramp (TPR) shall be deemed included in the prices bid for all the scheduled contract items.

The Section below supersedes and replaces Sections 8.01, 8.01 C1, 8.01 C2, 8.01H, 8.01S, 8.01W1, and 8.01 W2 of NYC DOT Standard Specifications dated May 16, 2022

SECTION 8.01 Handling, Transporting, and Disposal of Potential and Identified Contaminated and Hazardous Materials

8.01.1. DESCRIPTION. This Section provides common references and requirements for **Sections 8.01 C1**, **8.01 C2**, **8.01H**, **8.01S**, **8.01W1**, and **8.01 W2**.

8.01.2. MATERIALS. None.

8.01.3. METHODS.

(A) NYCDEP Limitations for Discharge to Sewer

NYCDEP Bureau of Wastewater Treatment – Limitations for Effluent to Sanitary or Combined Sewers

Parameter[1]	Daily Limit	Units	Sample Type	Monthly Limit
Non-polar material[2]	50	mg/l	Instantaneous	---
pH	5-11	SU's	Instantaneous	---
Temperature	< 150	Degree F	Instantaneous	---
Flash Point	> 140	Degree F	Instantaneous	---
Cadmium	2 0.69	mg/l mg/l	Instantaneous Composite	--- ---
Chromium (VI)	5	mg/l	Instantaneous	---
Copper	5	mg/l	Instantaneous	---
Lead	2	mg/l	Instantaneous	---
Mercury	0.05	mg/l	Instantaneous	---
Nickel	3	mg/l	Instantaneous	---
Zinc	5	mg/l	Instantaneous	---
Benzene	134	ppb	Instantaneous	57
Carbontetrachloride	---	---	Composite	---
Chloroform	---	---	Composite	---
1,4 Dichlorobenzene	---	---	Composite	---
Ethylbenzene	380	ppb	Instantaneous	142
MTBE (Methyl-Tert-Butyl-Ether)	50	ppb	Instantaneous	---
Naphthalene	47	ppb	Composite	19
Phenol	---	---	Composite	---
Tetrachloroethylene (Perc)	20	ppb	Instantaneous	---
Toluene	74	ppb	Instantaneous	28
1,2,4 Trichlorobenzene	---	---	Composite	---
1,1,1 Trichloroethane	---	---	Composite	---
Xylenes (Total)	74	ppb	Instantaneous	28
PCB's (Total)[3]	1	ppb	Composite	---
Total Suspended Solids (TSS)	350[4]	mg/l	Instantaneous	---
CBOD[5]	---	---	Composite	---
Chloride[5]	---	---	Instantaneous	---
Total Nitrogen[5]	---	---	Composite	---
Total Solids[5]	---	---	Instantaneous	---

Notes for table above:

1. All handling and preservation of collected samples and laboratory analyses of samples must be performed in accordance with 40 C.F.R. pt. 136. If 40 C.F.R. pt. 136 does not cover the pollutant in question, the handling, preservation, and analysis must be performed in accordance with the latest

edition of "Standard Methods for the Examination of Water and Wastewater." All analyses must be performed using a detection level less than the lowest applicable regulatory discharge limit. If a parameter does not have a limit, then the detection level is defined as the least of the Practical Quantitation Limits identified in NYSDEC's Analytical Detectability and Quantitation Guidelines for Selected Environmental Parameters, December 1988.

2. Analysis for ***non-polar materials*** must be done by USEPA method 1664 Rev. A. Non-Polar Material will mean that portion of the oil and grease that is not eliminated from a solution containing N–Hexane, or any other extraction solvent the USEPA will prescribe, by silica gel absorption.

3. Analysis for PCBs is required if ***both*** conditions listed below are met:

   a. if proposed discharge ≥ 10,000 gpd;
   b. if duration of a discharge > 10 Days.

   Analysis for PCBs must be done by USEPA method 608 with MDL=<65 ppt. PCB's (total) is the sum of PCB-1242 (Arochlor 1242), PCB-1254 (Arochlor 1254), PCB-1221 (Arochlor 1221), PCB-1232 (Arochlor 1232), PCB-1248 (Arochlor 1248), PCB-1260 (Arochlor 1260) and PCB-1016 (Arochlor 1016).

4. For discharge ≥ 10,000 gpd, the TSS limit is 350 mg/l. For discharge < 10,000 gpd, the limit is determined on a case-by-case basis.

5. Analysis for Carbonaceous Biochemical Oxygen Demand (CBOD), Chloride, Total Solids and Total Nitrogen are required if proposed discharge ≥ 10,000 gpd.

(B) Applicable Regulations

Applicable regulations include, but are not limited to:

1. 49 CFR 100 to 179 - DOT Hazardous Materials Transport and Manifest System Requirements
2. 6 NYCRR 375-6 - NYSDEC Remedial Program Soil Cleanup Objectives
3. 6 NYCRR 360-1 NYSDEC Solid Waste Management Facilities
4. 6 NYCRR 364- Waste Transporter permits
5. Local restrictions on transportation of waste/debris
6. 40 CFR 260 to 272 - Hazardous Waste Management (RCRA)
7. 6 NYCRR 371 - Identification and Listing of Hazardous Wastes
8. 6 NYCRR 372 - Hazardous Waste Manifest System and Related Standards for Generators, Transporters and Facilities
9. 6 NYCRR 373-1 - Hazardous Waste Treatment, Storage and Disposal Facility Permitting Requirements
10. 6 NYCRR 376 - Land Disposal Restrictions
11. Posted weight limitations on roads or bridges
12. Transportation Skills Programs, Inc. 1985 - Hazardous Materials and Waste Shipping Papers and Manifests
13. Other local restrictions on transportation of waste/debris
14. Occupational Safety and Health Administration (OSHA), Standards and Regulations, 29 CFR 1910 (General Industry)
15. OSHA 29 CFR 1910.120 Hazardous Waste Operations and Emergency Response
16. OSHA Safety and Health Standards 29 CFR 1926 (Construction Industry)
17. OSHA 29 CFR 1910.146 Confined Space Entry Standard
18. Standard Operating Safety Guidelines, USEPA Office of Emergency and Remedial Response Publication, 9285.1-03
19. NIOSH / OSHA / USCG / USEPA Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities (1986)
20. U.S. Department of Health and Human Services (DHHS) "NIOSH Sampling and Analytical Methods," DHHS (NIOSH) Publication 84-100

21. ANSI, Practice for Respiratory Protection, Z88.2 (1980)
22. ANSI, Emergency Eyewash and Shower Equipment, Z41.1 (1983)
23. ANSI, Protective Footwear, Z358.1 (1981)
24. ANSI, Physical Qualifications for Respirator Use, Z88.6 (1984)
25. ANSI, Practice for Occupational and Educational Eye and Face Protection, Z87.1 (1968)
26. Water Pollution Control Federation "Manual of Practice No. 1, Safety in Wastewater Works"
27. NFPA No. 327 "Standard Procedures for Cleaning and Safeguarding Small Tanks and Containers"
28. Occupational Safety and Health Act Confined Space Entry Standard 29 CFR 1910.146.87
29. Department of Transportation 49 CFR 100 through 179
30. Department of Transportation 49 CFR 387 (46 FR 30974, 47073)
31. Environmental Protection Agency 40 CFR 136 (41 FR 52779)
32. Environmental Protection Agency 40 CFR 262 and 761
33. Resource Conservation and Recovery Act (RCRA)
34. Any transporter of hazardous or non-hazardous materials must be licensed in the State of New York and all other states traversed in accordance with all applicable regulations.

(C) Definitions

Contaminated Groundwater and Decontamination Fluids: Groundwater within the excavation trench or decontamination water that contains regulated compounds above the NYCDEP Discharge to Sewer Effluent limits.

Disposal or Treatment Facility: A facility licensed to accept either non-hazardous regulated waste or hazardous waste for either treatment or disposal.

Exclusion Zone: Work area that will be limited to access by Contractor personnel specifically trained to enter the work area only. The exclusion zone will be set up to secure the area from the public and untrained personnel. The project health and safety program will apply to all construction personnel including persons entering the work area.

Hazard Assessment: An assessment of any physical hazards that may be encountered on a work site.

Hazardous Soils: Soils that exhibit any of the characteristics of a hazardous waste, namely ignitability, corrosivity, reactivity, and toxicity, as defined in 6 NYCRR Part 371, Section 371.3 and 40 CFR Section 261.

Hazardous Substance Evaluation: An evaluation of the possible or known presence of any hazardous substances that may be encountered on a job site. This evaluation is included in the Health and Safety Plan and will include the identification and description of any hazardous substances expected to be encountered. Material Safety Data Sheets (MSDS) will be included for each substance.

Health and Safety Plan: A plan employed at a work site that describes all the measures that will be taken to assure that all work is conducted in a safe manner, and that the health of the workers and the public will be insured.

Material Handling Plan: A plan outlining the methods that will be employed to handle, transport and dispose of contaminated materials.

Non-Hazardous Contaminated Soils: Soils which exhibit a distinct chemical or petroleum odor or exhibit elevated photoionization detector readings but are not classified as hazardous waste under 6 NYCRR Part 371, Section 371.3 and 40 CFR Section 261.

New York State Health Department's Environmental Laboratory Approval Program: A program by which the state of New York approves and accredits environmental testing laboratories.

PCBs: Polychlorinated biphenyls are a group of toxic compounds commonly used as a coolant in transformers and other electrical components.

Photoionization Detector: A handheld instrument used to measure volatile organic compounds in air. The instrument ionizes the organic molecules through the use of an ultraviolet lamp.

RCRA Hazardous Waste Characteristics: Characteristics of a material which may indicate the material is hazardous. These include ignitability corrosivity, reactivity, and toxicity.

Total Petroleum Hydrocarbons: An analytical procedure used to determine the total amount of petroleum compounds in a material.

(D) Phase I and Phase II Investigation Reports

If Phase I and / or Phase II investigation reports have been prepared for the Project, they will be included in the HAZ-Pages in Volume 3 of the Contract.

If there are no Phase I and / or Phase II investigation reports in the HAZ-Pages in Volume 3 of the Contract, but 8.01 bid items are included in the Bid Schedule, the Contractor is to assume the excavated soil is contaminated and bid on the quantities listed. The Contractor must use the Contractor's engineering judgement for pricing those items.

8.01.4. MEASUREMENT AND PAYMENT. No separate payment will be made for complying with the requirements of this Section.

ITEM 8.01 C1 HANDLING, TRANSPORTING AND DISPOSAL OF NON-HAZARDOUS CONTAMINATED SOIL

8.01 C1.1 WORK TO INCLUDE

A. General

This work will consist of the handling, transportation, and disposal of non-hazardous contaminated soils. The materials covered by this specification are soils that are contaminated with petroleum or other chemicals (including but not limited to metals, pesticides, polychlorinated biphenyls [PCBs], volatile organic compounds [VOCs], semi-volatile organic compounds [SVOCs], etc.) but cannot be classified as hazardous waste. For the purpose of this specification, soil will be defined as any material excavated below the pavement (concrete and/or asphalt) and pavement base (concrete and/or asphalt). Soil will also be defined as any material excavated from wetlands and/or wetlands adjacent area, or any areas that are not covered with hard pavement (e.g., concrete, asphalt), such as grass or dirt areas.

Soil to be excavated can be classified as non-contaminated, non-hazardous contaminated, or hazardous soil. Non-contaminated soils are defined as soils not exhibiting any of the following characteristics:

- Exceedances of New York State Department of Environmental Conservation (NYSDEC) Part 375-6 Restricted Commercial Soil Cleanup Objectives (SCOs) for street work, with the exception of benzo(a)pyrene which will have a limit of 3 parts per million (ppm), Restricted Residential SCOs for work areas in parkland, Residential SCOs for work in housing project areas, and Protection of Ecological Resources SCOs for work in wetlands and/or wetlands adjacent area.
- Elevated Photo-Ionization Detector (PID) readings (readings of greater than 10 parts per million [ppm] on a calibrated PID), which is subsequently confirmed by laboratory analysis specified under 8.01 C2.1.B.3
- Visual evidence of contamination, such as the presence of staining, discoloration, which is subsequently confirmed by laboratory analysis and exhibits exceedances of applicable SCOs.
- Petroleum and/or chemical odors, which are subsequently confirmed by laboratory analysis and exhibits exceedances of applicable SCOs.
- Physical evidence of coal ash, municipal solid waste, dredged spoils, or greater than 50% of the material is construction and demolition debris.

Non-hazardous contaminated soils are defined as soils exhibiting one or more of the above characteristics. Non-hazardous contaminated soils must be handled, transported, and disposed of in accordance with the specifications for Item 8.01 C1 – Handling, Transporting and Disposal of Non-Hazardous Contaminated Soil.

Hazardous soils are defined as soils showing exceedances of Toxicity Characteristic Leaching Procedure (TCLP) Regulatory Levels for Hazardous Waste published in Resource Conservation and Recovery Act (RCRA), 6 New York Codes, Rules, and Regulations (NYCRR) Part 371, or 40 Code of Federal Regulations (CFR) Section 261. Hazardous soils must be handled, transported, and disposed of in accordance with the specifications of this section.

This entire specification 8.01 covers the handling, transportation, and disposal of non-hazardous contaminated soils and hazardous soils only. Non-contaminated soil can be reused at the Project site, provided it meets other Contract requirements. Non-hazardous contaminated soils and hazardous soils cannot be reused. Excess non-contaminated soil becomes the property and responsibility of the Contractor.

The Contractor must ensure that all operations associated with the handling, sampling, loading, transportation, and disposal of non-hazardous contaminated soils are in compliance with all

applicable Federal, State, and City statutes and regulations.

The Contractor must supply all equipment, material and labor required to conduct the specified work of this Item. The Contractor must document the excavation, handling, transportation and disposal of non-hazardous contaminated soils with analytical reports, manifests, photos, and clean fill documentation.

B. Request for Approval of Subcontractors

In accordance with Article 17 of the Contract, a subcontractor/subconsultant, such as the Environmental Consultant and the waste hauler, is not permitted to start work until approved by the Engineer. If the Contractor performs work using a subcontractor/subconsultant prior to approval, the Contractor will not be paid for the work performed by that subcontractor/subconsultant and the Contractor may be subject to penalties including, but not limited to, initiation of default proceedings.

The Contractor must submit a completed original Request for Approval of Subcontractors (RFAS) form and all required documents, such as legal identity, project reference list, Corporate Health and Safety Plan (HASP), waste transporter permits, Occupational Safety and Health Administration (OSHA) 10 certification, Hazardous Waste and Emergency Response (HAZWOPER) certification, etc., to the Engineer at least 30 days prior to the scheduled subcontract work start date. The Engineer must then submit the original RFAS to DDC Safety and Site Support, Office of Environmental and Hazmat Services (OEHS) for review and approval. If the RFAS is denied by OEHS, OEHS will issue the final denial and return the original RFAS to the Engineer. If the RFAS is approved by OEHS, OEHS will forward the original RFAS package and an approval memo to the DDC Agency Chief Contracting Officer (ACCO) for further review and approval. The ACCO's Vendor Integrity Unit and Office of Contract Opportunity (OCO) will review the subcontractor/subconsultant's overall business integrity and compliance with the vendor integrity requirements in the PASSPort system, Executive Order 50, Local Law 1, and Minority- and Women-Owned Business Enterprise/ Disadvantaged Business Enterprise (MWBE/DBE) participation as per the Contract. ACCO will issue the final Approval or Denial. The original RFAS will be returned to the Engineer, who will subsequently notify and return the original RFAS to the Contractor.

C. Environmental Consultant

The Contractor must retain an independent Environmental Consultant to obtain all permits, prepare the plans required in the specification 8.01 and as per DDC issued templates, and perform all field screening, sampling, air monitoring, and other health and safety services. The Contractor is not permitted to self-perform this work. The Environmental Consultant must be approved under the RFAS process and must demonstrate the minimum requirements as set forth below:

1. The Environmental Consultant project supervisor on site and other designated key personnel must have a minimum of three (3) years of experience in the environmental field dealing with issues associated with contaminated/hazardous soils. Such experience must include oversight of environmental investigations, specifically including VOC and dust monitoring services as a routine part of daily operations.

2. The Environmental Consultant must be experienced in work of similar nature, size, and complexity and must have previous experience in working with DDC.

3. The Environmental Consultant must furnish a list of at least five (5) projects completed within the last 3 years, identifying the location, nature of services provided, owner, owner's contact, contact's working telephone number, project duration and value of the projects..

D. Sampling and Analysis

Prior to the performance of soil sampling, the Contractor will submit a Field Sampling Plan (FSP). Soil sampling must not be conducted until OEHS has approved the FSP. The Contractor must conduct sampling and analysis of the impacted soils as specified under Item 8.01 C2 – Sampling and Testing of Non-Hazardous Contaminated/Potentially Hazardous Soil for Disposal Purposes. The laboratory results must be forwarded to OEHS for review to determine if the soils would be handled and disposed of as non-hazardous contaminated soils or hazardous soils.

E. Material Handling Plan

At least 45 days prior to the commencement of work, the Contractor must submit to the OEHS for review a Material Handling Plan (MHP). The MHP must be approved by the OEHS prior to the Contractor beginning any soil excavation work. The MHP must, at a minimum, consist of:

1. The Contractor's procedures for identifying non-hazardous contaminated soils during excavation, including the specific model and manufacturer of intended organic vapor monitoring equipment and calibration procedures to be used. It should also include the training and experience of the personnel who will operate the equipment.
2. The Contractor's procedures for safely handling non-hazardous contaminated soils. The procedures must include personnel safety and health as well as environmental protection considerations.
3. For the proposed laboratory for analysis of representative soil samples, provide the following: (a) name, (b) address, (c) telephone number, and (d) New York State Department of Health's (NYSDOH) Environmental Laboratories Accreditation Program (ELAP) status.
4. Identification of the Contractor's proposed waste transporter(s) (hauler). This information must include:
   a) Name and Waste Transporter Permit Number;
   b) Address;
   c) Name of responsible contact for the waste transporter;
   d) Telephone number for the contact;
   e) All necessary permit authorizations for each type of waste transported; and,
   f) Previous experience in performing the type of work specified herein.
5. The name and location of the facility where an off-site scale is located. The Contractor must outline the procedures for controlling trucks leaving the work site and enroute to the off-site scale.
6. All staging/stockpiling areas (if stockpiling areas are intended and available), or alternate procedures that will be used. Alternate procedures may include, but are not limited to, agreements from the intended disposal facilities to accept boring data and/or analytical data previously obtained during the site characterization so that materials may be directly loaded into vehicles for shipment to the disposal facility.
7. A backup facility must be provided, should the staging/stockpile areas become unavailable, insufficient in area, or presented by some other unforeseen difficulty.
8. Identification of the Contractor's two proposed Treatment Storage or Disposal (TSD) facilities for contaminated soils (primary and back-up) for final disposal of the soils. Both primary and backup TSD facilities must be currently state-licensed disposal facilities approved to receive contaminated soil. The information required for each facility must include:
   a. General Information
      i. Facility name and the State identification number;
      ii. Facility location;
      iii. Name of responsible contact for the facility;
      iv. Telephone number for contact;
      v. Signed letter of agreement to accept waste as specified in this Specification. The letter must indicate agreement to handle and accept the specified

estimated quantities and types of material during the time period specified in the project schedule and any time extension as deemed necessary; and,

vi. Unit of measure utilized at disposal facility for costing purposes.

b. A listing of all permits, licenses, letters of approval, and other authorizations to operate, which are currently held and valid for the proposed facility.

c. A listing of all permits, licenses, letters of approval, and other authorizations to operate which have been applied for by the proposed facility but not yet granted or issued.

d. The Contractor must specify and describe the disposal/containment unit(s) that the proposed facility will use to manage the waste. The Contractor must identify the capacity available in the units and the capacity reserved for the subject waste.

e. The Contractor must provide the date of the proposed facility's last compliance inspection.

f. A list of all active (unresolved) compliance orders (or agreements), enforcement notices, or notices of violations issued to the proposed facility must be provided. The source and nature of the cause of violation must be stated, if known.

9. Description of all sampling and field/laboratory analyses that will be needed to obtain disposal facility approval.

8.01 C1.2 MATERIALS

A. The Contractor must provide containers as specified in the United States Department of Transportation (USDOT) regulations.

B. The Contractor must provide polyethylene sheeting, which is to be placed under (20mil. thickness minimum) and over (10 mil. thickness minimum) soil piles.

C. The Contractor must assure that the waste transporter's appropriate choice of vehicles and operating practices are fitted to prevent spillage or leakage of non-hazardous contaminated material during transportation.

D. The Contractor must provide, install, and maintain any temporary stockpiling or loading facilities on site as required until completion of material handling activities. The location and design of any such facilities must be included in the MHP.

8.01 C1.3 CONSTRUCTION DETAILS

A. Material Handling

1. Immediately after excavation of non-hazardous contaminated soil, the Contractor must:

a. Load material directly onto trucks/tankers/roll offs for disposal off site; or,

b. If interim stockpiling is required, place non-hazardous contaminated soil on a minimum of 20 mil. polyethylene sheeting and cover it securely by minimum of 10 mil. polyethylene sheeting to protect against cross contamination, airborne dust, leaching or runoff of contaminants into the subsurface, groundwater, or stormwater. Weight or secure the sheeting by appropriate means and seal seams as approved by the DDC to prevent tearing or removal by wind or weather. Grade surrounding surface to provide for positive drainage away from pile. Each stockpile must not exceed 500 cubic yards. Non-hazardous contaminated soils must be stockpiled separately from non-contaminated and hazardous soil at an off-site location approved by DDC or secured on-site by the Contractor, meeting all required Federal, State and Local stipulations. Stockpiles must be at least 800 feet away from any sensitive receptors, such as schools, daycare center, hospitals, nursing homes, etc., and at least 100 feet away from any water body.

2. Institute appropriate procedures and security measures to ensure the protection of site personnel and the public from non-hazardous contaminated materials as described in the

approved MHP, Environmental Health & Safety Plan (EHASP), and Item 8.01 S - Health and Safety.

3. Any soil encountered that appears to contain unknown contaminants (based on visual, odor, or other observation), or that vary substantially from the material originally identified must be segregated in stockpiles and the Environmental Consultant promptly notified to collect soil samples for analysis. Construct stockpiles to the same requirements as stated in subsection (A)(1)(b) above.

4. Provide any dewatering that is necessary to complete the work. Contaminated water must be disposed of in accordance with Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.

5. Provide and operate field organic vapor test equipment, a PID or a flame ionization detector (FID), to detect general organic vapor levels at intervals of approximately 50 cubic yards of soil excavated, when visual or odor observations indicate the material may substantially differ from the soil previously excavated, and/or as directed by the Environmental Consultant.

B. Off-Site Transportation to Disposal Facility

1. General

a. The Contractor must furnish all labor, equipment, supplies and incidental costs required to transport non-hazardous contaminated material from the work area to the off-site disposal facility, and any other items and services required for transporting non-hazardous contaminated material for disposal at an off-site facility.

b. The Contractor will be responsible for tracking all materials and vehicles from the site to the off-site scale at the final TSD facility.

c. The Contractor must submit to the Engineer the certified tare and gross weight slips for each load received at the accepted facility which must be attached to each returned manifest. These documents must be maintained and kept with project field records.

d. Non-hazardous contaminated soils must be delivered to the disposal or treatment facility within 30 calendar days after excavation.

e. The Contractor must coordinate the schedule for truck arrival and material deliveries at the job site to meet the approved project schedule.

f. The Contractor must inspect all vehicles leaving the project site to ensure that non-hazardous contaminated soils adhering to the wheels or undercarriage are removed prior to the vehicle leaving the site.

g. The Contractor must obtain letters of commitment from the waste haulers and the TSD facility to haul and accept shipments when directed by the Engineer in consultation with OEHS.

h. The Contractor must provide waste profile forms to OEHS for review and approval before transporting non-hazardous contaminated soil to the approved TSD facility.

2. Hauling

a. The Contractor must coordinate manifesting, placarding of shipments, and vehicle decontamination. All quantities must be measured and recorded upon arrival at the disposal facility. If any deviation between the two (2) records occurs, the matter is to be reported immediately to the Engineer and to be resolved by the Contractor to the satisfaction of the Engineer.

b. The Contractor will be held responsible, at its own cost, for any and all actions necessary to remedy situations involving material spilled in transit or mud and dust tracked off-site.

c. The Contractor must ensure that trucks are protected against contamination by properly covering and lining them with polyethylene sheeting or by decontaminating them prior to and between acceptance of loads. Trucks with loaded non-hazardous contaminated soil

must be covered securely with tarps before leaving the project site to prevent generation of airborne dust during hauling.

d. The Contractor will be responsible for inspecting the access routes for road conditions, overhead clearance, and weight restrictions.

e. The Contractor must only use the transporter(s) identified in the approved MHP for the performance of work. A revised MHP or an addendum to the original approved MHP must be submitted to OEHS for review and approval at no additional cost to the City for any use of substitute or additional transporters.

f. The Contractor must develop, document, and implement a policy for accident prevention.

g. The Contractor must not combine non-hazardous contaminated materials from other projects with material from this project.

h. No material will be transported until approval by the Engineer is obtained.

3. Off-Site Disposal

a. The Contractor must use only the disposal facility(ies) identified in the approved MHP for the performance of the work. A revised MHP or an addendum to the original approved MHP must be submitted to OEHS for review and approval at no additional cost to the City for any use of substitutions or additions of disposal facilities.

b. The Contractor must be responsible for acceptance of the materials at an approved facility, for ensuring that the facility is properly permitted to accept the stated materials, and for ensuring that the facility provides the stated treatment and/or disposal services.

c. The City reserves the right to contact and visit the TSD facility, and regulatory agencies to verify the agreement to accept the stated materials and to verify any other information provided.

d. In the event that the identified and approved facility ceases to accept the stated materials or the facility ceases operations, it is the Contractor's responsibility to locate an alternate approved and permitted facility(ies) for accepting materials. The alternate facility(ies) must be approved in writing by the Engineer in the same manner and with the same requirements as for the original facility(ies). This must be done at no extra cost or delay to the City.

e. The Contractor must obtain manifest forms and complete the shipment manifest records required by the appropriate regulatory agencies for verifying the material and quantity of each load in unit of volume and weight. Copies of each manifest must be submitted to the Engineer within four (4) business days following shipment, and within three (3) business days after notification of receipt of the facility. The signed manifests must be maintained and kept with the project field records. Any manifest discrepancies must be reported immediately to the Engineer and be resolved by the Contractor to the satisfaction of the Engineer.

4. Equipment and Vehicle Decontamination

a. The Contractor must design and construct a portable decontamination station to be used to decontaminate equipment and vehicles that have been used to handle contaminated soil. The cost for this work will be paid under Item 8.01 S - Health and Safety.

b. Water generated during the decontamination process must be disposed of in accordance with Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.

8.01 C1.4 METHOD OF MEASUREMENT

A. Quantities for contaminated soils will be measured in tons. The tonnage will be determined by off-site truck scales, as per Subsection 8.01 C1(3)(B)(1), that are capable of generating load tickets.

B. Final disposal of hazardous soil will be paid for under Item 8.01 H – Handling, Transporting and Disposal of Hazardous Soil.

C. Disposal of contaminated water will be paid for under Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water. Backfill will be paid for under its respective item as specified in the Contract Documents.

D. The Environmental Consultant will be paid under Item 8.01 S – Health and Safety.

8.01 C1.5 PRICE TO COVER

The unit bid price per ton for Item 8.01 C1 must include the cost of furnishing all labor, materials, equipment plan, and insurance for excavation, handling, transportation, disposal, documentation, fees, permits, loading, stockpiling, hauling, and any other incidentals necessary to complete all the work as specified herein for handling, transporting, and disposal of non-hazardous contaminated soil.

Payment will be made under:

ITEM NUMBER	DESCRIPTION	PAY UNIT
8.01 C1	Handling, Transporting and Disposal of Non-Hazardous Contaminated Soil	Tons

ITEM 8.01 C2 SAMPLING AND TESTING OF Non-hazardous CONTAMINATED/POTENTIALLY HAZARDOUS SOIL FOR DISPOSAL PURPOSES

8.01 C2.1 WORK TO INCLUDE

A. Description

The work will consist of collecting and analyzing representative samples of soil to be excavated in-situ and/or ex-situ from stockpiles for parameters typically requested by the disposal facilities to determine if the soil to be excavated is suitable for reuse, or to be hauled off-site for disposal purposes as contaminated and/or hazardous soil.

B. Sampling and Laboratory Analysis

1. At least forty-five (45) days prior to the commencement of work, the Contractor's Environmental Consultant must submit an FSP and an Investigation Health and Safety Plan (Investigation HASP) to OEHS for review and approval, prior to conducting the field sampling. The FSP must include, at a minimum, the following information:

    a. Project information;

    b. Description of sample collection methodology for soil which appears to contain contaminants based on PID readings and field observation;

    c. Type of analyses;

    d. Sample preservation and handling;

    e. Training and experience of the personnel who will collect the samples;

    f. Equipment decontamination;

    g. Analytical laboratory's name, address, New York State Department of Health's ELAP certification number, and telephone number;

    h. Map of the project area;

    i. Sample location plan; and,

    j. Chain of Custody.

    The Investigation HASP must identify actual and potential hazards associated with planned sampling field activities and stipulate appropriate health and safety procedures, so as to minimize field personnel exposures to physical, biological, and chemical hazards that may be present in the sampling media. The Investigation HASP must include, at a minimum, the following information:

    a. Project information;

    b. Description of work to be performed;

    c. Names of responsible health and safety personnel;

    d. Worker training;

    e. Job hazard analysis;

    f. Confined Space Entry Plan (if applicable);

    g. Personal monitoring (if applicable);

    h. Community Air Monitoring Plan (CAMP, if applicable);

    i. Personnel Protection Equipment (PPE);

    j. Decontamination;

k. Safety rules;

l. Spill prevention and control, dust control, vapor/odor suppression procedures;

m. Identification of nearest hospital and route; and,

n. Emergency Incident Reporting.

2. The Contractor's Environmental Consultant must collect one (1) grab sample and one (1) composite sample per 500 cubic yards of soil to be excavated in-situ and/or ex-situ from stockpiles. Sample locations must be placed A) throughout or along areas within the project limits, and B) within any portion of the project area that exhibits any of the characteristics described in Section 8.01 C1.1 A (evidence of potential contamination via elevated PID readings, olfactory or visual evidence). For in-situ sampling, each grab soil sample must be collected from either the 6-inch interval above the water table (when encountered), or the 6-inch interval above the bottom of the proposed excavation depth (where recovery allowed), or from the 6-inch interval showing the highest potential for contamination based on field observation. For composite soil sampling, grid sampling must be performed for projects with excavation depth deeper than six (6) feet below grade. Each composite sample must consist of five (5) grab samples and discrete aliquots collected from various intervals along the depth of excavation at each sampling boring location. For stockpiled soils, each composite sample must consist of five (5) grab samples collected from various depths within each soil stockpile, at least two feet below the soil surface. For drummed soil, one (1) composite sample per 10 drums must be collected. Each composite soil sample must consist of one (1) grab sample from each of the 10 drums.

3. Laboratory sampling should include analyses for VOCs, Polycyclic Aromatic Hydrocarbons (PAHs), PCBs, Toxicity Characteristic Leaching Procedure (TCLP) Metals (Resource Conservation and Recovery Act [RCRA] 8), the three RCRA Characteristics, ignitability, reactivity, and corrosivity, and Paint Filter Test. Additionally, should the disposal facility(ies) require specific analyses to accept material, the additional analyses should be included at no additional cost to the City.

4. Should the Contractor seek to remove non-contaminated excess soils from the site, the Contractor will be required to coordinate the Beneficial Use Determination (BUD) with NYSDEC prior to moving the soils in accordance with the 6 New York Code, Rules, and Regulations (NYCRR) Parts 360.12 and 360.13. The Contractor must keep the Engineer informed of the approval status and removal schedule of any and all soils being removed from the site which are not going to an approved disposal facility.

5. The quality of the data from the sampling program is the Contractor's responsibility. The Contractor must furnish all qualified personnel, materials, equipment and instruments necessary to carry out the sampling. Unless directed otherwise, all sampling procedures must follow the NYSDEC sampling guidelines and protocols. All sampling must be conducted by a qualified person trained in sampling protocols using standard accepted practices for obtaining representative samples.

6. Each grab and composite sample must be analyzed for all parameters required by disposal facilities accepting contaminated and hazardous soil, in addition to any specific criteria a sample is being analyzed for.

7. All sample containers must be marked and identified with legible sample labels, which must indicate the project name, sample location and/or container, the sample number, the date and time of sampling, preservatives utilized and other information that may be useful in determining the character of the sample. Chain-of-custody must be tracked from laboratory issuance of sample containers through laboratory receipt of the samples.

8. The Contractor must maintain a bound sample logbook. The Contractor must provide the Engineer access to it at all times and must turn it over to the Engineer in good condition at the completion of the work. The following information, at a minimum, must be recorded to the log:

    a. Sample identification number;

    b. Sample location;

    c. Field observation;

    d. Sample type;

    e. Analyses;

    f. Date/time of collection;

    g. Collector's name;

    h. Sample procedures and equipment utilized; and,

    i. Date sent to laboratory and name of laboratory.

9. The City reserves the right to direct the Contractor to conduct alternative sampling in lieu of the parameters described in subsection 8.01 C2(1)(B)(4) if the situation warrants. The substitute sampling parameters will be of equal or lesser monetary value than those described in subsection 8.01 C2(1)(B)(4), as determined by industry laboratory pricing standards.

10. Only dedicated sampling equipment may be used to collect these samples. All equipment involved in field sampling must be decontaminated before being brought to the sampling location and must be properly disposed after use.

11. The Contractor's Environmental Consultant must prepare a Field Sampling Result Report (FSSR), tabulate the analytical results, and compare the data to the applicable NYSDEC Part 375.6 SCOs and TCLP for Hazardous Waste published in RCRA and 6 NYCRR Part 371, or 40 CFR Section 261. If the soil is to be disposed of in a disposal facility outside of the State of New York, the soil sampling data must also be compared to the applicable regulatory criteria established by the state in which the disposal facility is located. The FSSR, with the tabulated tables and laboratory analytical data, must be submitted to OEHS for review and approval prior to any soil reuse or disposal activities.

12. Soils exceeding any of the hazardous characteristic criteria meet the legal definition of hazardous soils (rather than non-hazardous contaminated soils) and must be transported or disposed of under Item 8.01 H – Handling, Transporting and Disposal of Hazardous Soil. All analyses must be done by a laboratory that has received approval from the ELAP for the methods to be used. The Contractor must specify the laboratory in the MHP.

13. The Contractor must contact the disposal facility where the waste will be sent for permanent disposal and arrange to collect any additional samples required by the facility. The cost associated with additional sampling and testing must be included in the bid price of this Item.

8.01 C2.2 METHOD OF MEASUREMENT

Quantities for samples must be measured as the number of sets of samples that are tested. A set will be defined as one (1) grab and one (1) composite samples per 500 cubic yards to be analyzed for the full range of parameters as specified in subsection 8.01 C2(1)(B)(3).

8.01 C2.3 PRICE TO COVER

The unit price bid per set for Item 8.01 C2 will include the cost of furnishing all labor, materials, equipment, plan, and insurance necessary for sampling, handling, transporting, testing, documentation, fees, permits, and any other incidentals necessary to complete the work as specified herein for in-situ and ex-situ soil sampling and analysis for waste disposal parameters.

Payment will be made under:

Item No.	Description	Pay Unit
8.01 C2	SAMPLING AND TESTING OF CONTAMINATED/POTENTIALLY HAZARDOUS SOIL FOR DISPOSAL PURPOSES	SETS

ITEM 8.01 H HANDLING, TRANSPORTING AND DISPOSAL OF HAZARDOUS SOIL

8.01 H.1 WORK TO INCLUDE

A. General

This work will consist of the handling, transportation, and disposal of hazardous soils, which are defined as soils showing exceedances of TCLP for Hazardous Waste published in RCRA, 6 NYCRR Part 371, or 40 CFR Section 261. Hazardous soil can also be contaminated soils, as defined in Item 8.01 C1, but must be handled, transported, and disposed of as hazardous soil under Item 8.01 H, in accordance with the specifications herein. For the purpose of this specification, soil will be defined as any materials excavated below the pavement and base for pavement. Soil will also be defined as any material excavated from wetlands and/or wetlands adjacent areas, or any areas that are not covered with hard pavement (e.g., concrete, asphalt), such as grass or dirt areas.

The Contractor must ensure that all operations associated with the handling, sampling, loading, transportation, and disposal of hazardous materials are in compliance with the applicable Federal, State, and Local statutes and regulations, including Local Law 72 which becomes effective upon discovery of a TCLP lead exceedance. A sampling report, along with the executive summary, must be transmitted to OEHS within 48 hours of discovery to post on DDC website, as required by Local Law 72.

The Contractor must supply all equipment, material and labor required to conduct the specified work under this section. The Contractor must document the excavation, handling, sampling, and testing, transportation, and disposal of hazardous soils. The City must be listed in the disposal documents as the waste generator.

The Contractor must decontaminate all equipment prior to its removal from the exclusion zone and/or following contact with hazardous materials, as detailed in Item 8.01 S - Health and Safety. Water generated during the decontamination process must be disposed of under Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.

The Contractor must retain an Environmental Consultant, meeting the requirements specified in Section 8.01 C1, and the Contractor is not permitted to self-perform this work. The Environmental Consultant must conduct sampling for laboratory analysis of soil to be excavated to determine whether the soil is contaminated and/or hazardous.

Hazardous soils are defined as soils showing exceedances of Toxicity Characteristic Leaching Procedure (TCLP) Regulatory Levels for Hazardous Waste published in Resource Conservation and Recovery Act (RCRA), 6 New York Codes, Rules, and Regulations (NYCRR) Part 371, or 40 Code of Federal Regulations (CFR) Section 261. Hazardous soils must be handled, transported, and disposed of in accordance with the specifications of this section.

All work under Item 8.01 H must be performed under the direct supervision of the Contractor's Environmental Consultant, as approved by the OEHS.

B. Material Handling Plan:

At least 45 days prior to the commencement of work, the Contractor must submit to the OEHS for review an MHP. The MHP must be approved by the OEHS prior to the Contractor beginning any soil excavation work. The MHP must, at a minimum, consist of:

1. The Contractor's procedures for identifying hazardous soils during excavation, including the specific model and manufacturer of intended organic vapor monitoring equipment and calibration procedures to be used. It should also include the training and experience of the personnel who will operate the equipment.
2. The Contractor's procedures for safely handling hazardous soils or soils which have not yet been tested but are believed to be potentially hazardous. The procedures must include personnel safety and health, as well as environmental protection considerations.
3. Name, address, NYSDOH ELAP status and telephone number of the proposed laboratory for analysis of representative soil samples.

4. Identification of the Contractor's proposed waste transporter(s).This information must include:
    1. Name and Waste Transporter Permit Number;
    2. Address;
    3. Name of responsible contact for the waste transporter;
    4. Telephone number for the contact;
    5. All necessary permit authorizations for each type of waste transported; and,
    6. Previous experience in performing the type of work specified herein.
5. The name and location of the facility where an off-site scale is located. The Contractor must outline the procedures on controlling trucks leaving the work site and enroute to the off-site scale.
6. All staging/stockpiling areas (if stockpiling areas are intended and available), or alternate procedures that will be used. Alternate procedures may include, but are not limited to, agreements from the intended disposal facilities to accept boring data and/or analytical data previously obtained during the site characterization so that materials may be directly loaded into vehicles for shipment to the disposal facility.
7. A backup facility must be provided, should the staging/stockpile areas become unavailable, insufficient in area or not be present by some other unforeseen difficulty.
8. Identification of the Contractor's two proposed Treatment Storage or Disposal (TSD) facilities for hazardous soils (primary and back-up) for final disposal of the hazardous soils. Both primary and backup TSD facilities must be currently USEPA or State-approved RCRA TSD facilities for hazardous soils. The information required for each facility must include:
    a. General Information
        i. Facility name and the USEPA identification number;
        ii. Facility location;
        iii. Name of responsible contact for the facility;
        iv. Telephone number for contact;
        v. Signed letter of agreement to accept waste as specified in this Specification. The letter must indicate agreement to handle and accept the specified estimated quantities and types of material during the time period specified in the project schedule and any time extension as deemed necessary; and,
        vi. Unit of measure utilized at disposal facility for costing purposes.
    b. A listing of all permits, licenses, letters of approval, and other authorizations to operate, which are currently held and valid for the proposed facility.
    c. A listing of all permits, licenses, letters of approval, and other authorizations to operate which have been applied for by the proposed facility but not yet granted or issued.
    d. The Contractor must specify and describe the disposal/containment unit(s) that the proposed facility will use to manage the waste. The Contractor must identify the capacity available in the units and the capacity reserved for the subject waste.
    e. The Contractor must provide the date of the proposed facility's last compliance inspection under RCRA.

f. A list of all active (unresolved) compliance orders (or agreements), enforcement notices, or notices of violations issued to the proposed facility must be provided. The source and nature of the cause of violation must be stated, if known.

9. Description of all sampling and field/laboratory analyses that will be needed to obtain disposal facility approval.

8.01 H.2 MATERIALS

A. The Contractor must provide containers as specified in the USDOT regulations.

B. The Contractor must provide polyethylene sheeting, which is to be placed under (20 mil. thickness minimum) and over (10 mil. thickness minimum) soil piles.

C. The Contractor must assure that the waste transporter's appropriate choice of vehicles and operating practices are fitted to prevent spillage or leakage of contaminated material during transportation.

D. The Contractor must provide, install, and maintain any temporary stockpiling or loading facilities on site as required until completion of material handling activities. The location and design of any such facilities must be included in the MHP.

8.01 H.3 CONSTRUCTION DETAILS

A. Material Handling

1. Immediately after excavation of hazardous soil, the Contractor must:

a. Load material directly onto drums/trucks/tankers/roll offs for disposal off site. Containers must be labeled as hazardous soil while being held for disposal; or

b. If interim stockpiling is required, place hazardous soil on a minimum of 20 mil. polyethylene sheeting and cover it securely with polyethylene sheeting a minimum of 10 mil. to protect against cross contamination, airborne dust, leaching or runoff of contaminants into the subsurface, groundwater, or stormwater. Weight or secure the sheeting by appropriate means and seal seams as approved by the Engineer to prevent tearing or removal by wind or weather. Grade surrounding surface to provide for positive drainage away from pile. Each stockpile must not exceed 500 cubic yards. Hazardous soils must be stockpiled separately from uncontaminated and contaminated soil at an off-site location approved by the Engineer or secured on-site by the Contractor, meeting all required Federal, State and Local stipulations. Stockpiles must be labelled as hazardous soil and situated at least 800 feet away from any sensitive receptors, such as schools, daycare center, hospitals, nursing homes, etc., and at least 100 feet away from any water body.

2. Institute appropriate procedures and security measures to ensure the protection of site personnel and the protection of the public from hazardous soils as described in the approved MHP, EHASP, and Item 8.01 S – Environmental Health and Safety.

3. Any soil encountered that appears to contain unknown contaminants (based on visual, odor, or other observation), or that vary substantially from the material originally identified must be segregated in stockpiles and the Environmental Consultant promptly notified to collect soil samples for analysis. Construct stockpiles to the same requirements as stated in subsection (A)(1)(b) above.

4. Provide any dewatering that is necessary to complete the work. Contaminated water must be disposed of in accordance with Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.

5. Provide and operate field organic vapor test equipment, a PID or an FID, to detect general organic vapor levels at intervals of approximately 50 cubic yards of soil excavated, when visual or odor observations indicate the material may substantially differ from the soil previously excavated and/or as directed by the Environmental Consultant.

C. Off-Site Transportation to Disposal Facility

1. General

a. The Contractor must furnish all labor, equipment, supplies and incidental costs required to transport hazardous material from the work area to the off-site disposal facility, and any other items and services required for transporting hazardous material for disposal at an off-site facility.

b. The Contractor is responsible for obtaining the USEPA hazardous waste generator identification number for the City. The application must be submitted to OEHS for review and approval prior to submission to USEPA. The Contractor must prepare the annual hazardous waste report for the project and submit to the NYSDEC and USEPA.

c. The Contractor will be responsible for tracking all material/vehicles from the site to the off-site scale and to the approved disposal facility.

d. The Contractor must provide to the Engineer certified tare and gross weight slips for each load received at the accepted facility which must be attached to each returned manifest. These documents must be maintained and kept with project field records.

e. Hazardous soils must be delivered to the disposal or treatment facility within 30 calendar days after excavation.

f. The Contractor must coordinate the schedule for truck arrival and material deliveries at the job site to meet the approved project schedule.

g. The Contractor must inspect all vehicles leaving the project site to ensure that hazardous soils adhering to the wheels or undercarriage are removed prior to the vehicle leaving the site.

h. The Contractor must obtain letters of commitment from the waste haulers and the TSD facility to haul and accept shipments.

i. The Contractor must provide waste profile forms to OEHS for review and approval before transporting hazardous soil to the approved TSD facility.

2. Hauling

a. The Contractor must coordinate manifesting, placarding of shipments, and vehicle decontamination. All quantities must be measured and recorded upon arrival at the disposal facility. If any deviation between the two records occurs, the matter is to be reported immediately to the Engineer and be resolved by the Contractor to the satisfaction of the Engineer.

b. The Contractor will be responsible, at its own cost, for any and all actions necessary to remedy situations involving material spilled in transit or mud and dust tracked off-site.

c. The Contractor must ensure that trucks are protected against contamination by properly covering and lining them with polyethylene sheeting or by decontaminating them prior to and between acceptance of loads. Trucks with loaded hazardous soil must be covered securely with tarp before leaving the project site to prevent generation of airborne dust during hauling.

d. The Contractor will be responsible for inspecting the access routes for road conditions, overhead clearance, and weight restrictions.

e. The Contractor must only use the transporter(s) identified in the approved MHP for the performance of work. Only a transporter with a current Part 364 Waste Transporter Permit from NYSDEC may transport hazardous soil. A revised MHP or an addendum to the original approved MHP must be submitted to OEHS for review and approval at no additional cost to the City for any use of substitute or additional transporters.

f. The Contractor must develop, document, and implement a policy for accident prevention.

g. The Contractor must not combine hazardous materials from other projects with material from this project.

h. No material will be transported until approval by the Engineer is obtained.

3. Off-Site Disposal

a. The Contractor must use only the disposal facility(ies) identified in the approved MPH for the performance of the work. A revised MHP or an addendum to the original approved MHP must be submitted to OEHS for review and approval at no additional cost to the City for any use of substitutions or additions of disposal facility.

b. The Contractor will be responsible for acceptance of the materials at an approved facility, for ensuring that the facility is properly permitted to accept the stated materials, and for ensuring that the facility provides the stated treatment and/or disposal services.

c. The City reserves the right to contact and visit the TSD facility and regulatory agencies to verify the agreement to accept the stated materials and to verify any other information provided.

d. In the event that the identified and approved facility ceases to accept the stated materials or the facility ceases operations, it is the Contractor's responsibility to locate an alternate approved and permitted facility(ies) for accepting materials. The alternate facility(ies) must be approved in writing by the Engineer in the same manner and with the same requirements as for the original facility(ies). This must be done at no extra cost or delay to the City.

e. The Contractor must obtain manifest forms, and complete the shipment manifest records required by the appropriate regulatory agencies for verifying the material and quantity of each load in unit of volume and weight. Copies of each manifest must be submitted to the Engineer within four (4) business days following shipment, and within three (3) business days after notification of receipt of the facility. The signed manifests must be maintained and kept with the project field records. Any manifest discrepancies must be reported immediately to the Engineer and be resolved by the Contractor to the satisfaction of the Engineer.

f. The Contractor must submit all results and weights to the Engineer.

g. The Contractor is responsible to pay all fees associated with the generation and disposal of all excavated hazardous waste. These fees include, but are not limited to, the New York State Department of Finance and Taxation (DFT) quarterly fees for hazardous waste and the NYSDEC annual hazardous waste regulatory fee program. The Contractor must submit a copy of proof of payment to the Engineer and OEHS.

4. Equipment and Vehicle Decontamination

a. The Contractor must design and construct a portable decontamination station to be used to decontaminate equipment and vehicles that have been used to handle hazardous soil. The cost for this work will be paid under Item 8.01 S - Health and Safety.

b. Water generated during the decontamination process must be disposed of in accordance with Item 8.01 W1 – Removal, Treatment, and Discharge/Disposal of Contaminated Water.

8.01 H.4 METHOD OF MEASUREMENT

A. Quantities for hazardous soils will be measured in tons. The tonnage will be determined by off-site truck scales, as per Subsection 8.01 H3(C)(1)(C), that are capable of generating load tickets.

B. Final disposal of non-contaminated soil will be paid for under Item 8.01 C1 – Handling, Transporting and Disposal of Non-Hazardous Contaminated Soil.

C. Disposal of decontamination water will be paid for under Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.

D. Backfill will be paid for under its respective item as specified in the contract document.

E. The Environmental Consultant will be paid under Item 8.01 S – Health and Safety.

8.01 H.5 PRICE TO COVER

The unit bid price bid per ton for Item 8.01 H will include the cost of furnishing all labor, materials, equipment, plan, and insurance for excavation, handling, transportation, disposal, documentation, fees, permits, loading, stockpiling, hauling, and any other incidentals necessary to complete all the work as specified herein for handling, transporting, and disposal of hazardous soil.

Payment will be made under:

Item No.	Description	Pay Unit
8.01 H	HANDLING, TRANSPORTING, AND DISPOSAL OF HAZARDOUS SOIL	TONS

ITEM 8.01 S Health And Safety

8.01 S.1 WORK TO INCLUDE

Health and Safety Requirements

A. Scope of Work

It is the Contractor's responsibility to stage and conduct the Contractor's work in a safe manner. The Contractor must implement an EHASP for non-hazardous contaminated or hazardous soil intrusive activities as set forth in OSHA Standards 1910.120 and 1926.650-652. The Contractor must ensure that all workers have at a minimum hazard awareness training. The Contractor must segregate contaminated work area in secured exclusion zones. These zones must limit access to Contractor personnel specifically trained to enter the work area. The exclusion zone must be set up to secure the area from the public and untrained personnel. The project health and safety program will apply to all construction personnel including persons entering the work area. In addition, the Contractor must protect the public from on-site hazards, including subsurface contaminants associated with on-site activities. The EHASP must be signed off by a Certified Industrial Hygienist and reviewed and approved by OEHS.

Work must include, but not be limited to:

1. Implementation of a baseline medical program.
2. Providing safety equipment and protective clothing for site personnel, including maintenance of equipment on a daily basis; replacement of disposable equipment as required; decontamination of clothing, equipment and personnel; and providing all other health and safety measures.
3. Providing, installing, operating and maintaining on-site emergency medical first aid equipment as specified in this section for which payment is not provided under other pay items in this Contract.
4. Providing, installing, operating, maintaining and decommissioning all equipment and personnel decontamination facilities specified within this section, including, but not limited to, the decontamination pad, decontamination water supply, decontamination water collection equipment and all other items and services required for the implementation of the health and safety requirements for which pay items are not provided elsewhere in this Contract.
5. Provide the minimum health and safety requirements for excavation activities within the limits of this Contract.
6. Implement and enforce an EHASP: The EHASP as presented in these specifications is dynamic with provisions for change to reflect new information, new practices or procedures, changing site environmental conditions or other situations which may affect site workers and the public. The EHASP will also address measures for community protection, accident prevention, personnel protection, emergency response/contingency planning, air monitoring, odor control and hazardous chemicals expected on site. Providing a Confined Space Entry Program as defined in the Occupational Safety and Health Act, Confined Space Entry Standard, 29 CFR 1910.146.

B. Environmental Consulting Services

The Contractor must retain an Environmental Consultant to obtain all permits and perform all field screening, air monitoring, community air monitoring, soil and water sampling, and health and safety services.

1. If conditions within the exclusion zone are deemed hazardous, then the Contractor and its Environmental Consultant must ensure that all personnel working within identified exclusion zones and/or involved (direct contact) with the handling, storage or transport of hazardous and contaminated materials must have completed a minimum of forty (40) hours of Health and Safety Training on Hazardous Waste Sites in accordance with 29 CFR 1910.120(e). The training program must be conducted by a qualified safety instructor. If conditions in the exclusion zone are deemed to be non-hazardous, the Environmental Consultant must provide site specific training.

2. The Contractor must ensure that on-site management and supervisors directly responsible for or who supervise employees engaged in hazardous waste operations must receive the training specified in above and at least eight (8) additional hours of specialized training on managing such operations at the time of job assignment.

C. Submittals

1. The Contractor must submit a written EHASP, as specified herein, to OEHS for review and approval. The written EHASP must be submitted, within thirty (30) calendar days after the availability of analytical results of the soil and groundwater testing, as required under Section 8.01 C2 and Section 8.01 W2. The Contractor must make all necessary revisions required by OEHS and resubmit the EHASP to OEHS for acceptance. Start-up work for the project will not be permitted until written acceptance has been issued by OEHS.

2. Daily safety logs must be maintained by the Contractor and must be submitted to the Engineer either on request or on completion of the work. Training logs must be maintained by the Contractor and submitted to the Engineer either on request or on completion of the work. Daily logs on air monitoring during excavation activities must be prepared and maintained by the Contractor and submitted to the Engineer either on request or upon completion of the work.

3. A closeout report must be submitted by the Contractor to the Engineer upon completion of the work within the defined exclusion zones. This report must summarize the daily safety and monitoring logs and provides an overview of the Contractor's performance regarding environmental and safety issues. The report must carefully document all areas where contamination has been found including pictures, addresses of locations, and potential sources.

4. Medical Surveillance Examinations: The Contractor must submit to the Engineer the name, office address and telephone number of the medical consultant utilized. Evidence of baseline medical examinations together with the evidence of the ability to wear National Institute for Occupational Safety and Health (NIOSH) approved respirators (as specified in American National Standards Institute (ANSI) Z88.6) must be provided to the Engineer for all construction personnel who are to enter the exclusion zones.

5. Accident Reports: All accidents, spills, or other health and safety incidents must be reported to the Engineer.

D. Health and Safety Plan

The EHASP must comply with OSHA regulations 29 CFR 1910.120/1926.65. This document must at a minimum contain the following:

1. Description of work to be performed
2. Site description
3. Key personnel
4. Worker training procedures
5. Work practices and segregation of work area
6. Hazardous substance evaluation
7. Hazard assessment

8. Personal and community air monitoring procedures and action levels
9. Personal protective equipment
10. Decontamination procedures
11. Safety rules
12. Emergency procedures
13. Spill prevention and control, as well as spill reporting procedures
14. Dust control, vapor/odor suppression procedures
15. Identification of the nearest hospital and route
16. Confined space procedures
17. Excavation safety procedures

8.01 S.2 MEASUREMENT

Health and Safety Requirements

A. 25% of the lump sum price will be paid when the following items are implemented or mobilized:

Medical surveillance program

Health and safety training

Health and safety plan

Environmental and personnel monitoring

Instrumentation

Spill control

Dust control

Personnel and equipment decontamination facilities

Personnel protective clothing

Communications

Mobilization

B. 50% will be paid in proportional monthly amounts over the period of work.

C. 25% will be paid when the operation is demobilized and removed from the project site.

8.01 S.3 PRICE TO COVER

Health and Safety Requirements

The lump sum price bid for the health and safety requirements will include all labor, materials, equipment, and insurance necessary to complete the work in accordance with these specifications. The price bid will include, but not be limited to, the following:

A. Providing training, safety personnel, air monitoring and medical examinations as specified.

B. Providing safety equipment and protective clothing for site personnel, including maintenance of equipment on a daily basis; replacement of disposable equipment as required; decontamination of clothing, equipment and personnel; and all other health and safety activities or costs not paid for under other pay items in this Contract.

C. Providing, installing, operating and maintaining on-site emergency medical and first aid equipment. This includes all furnishings, equipment, supplies and maintenance of all medical equipment, and all other health and safety items and services for which payment is not provided under other pay items in this Contract.

D. Providing, installing, operating, maintaining, and decommissioning all personnel and equipment decontamination facilities, including decontamination pad, decontamination water supply, and all other items and services required for the implementation of the health and safety requirements for which pay items are not provided elsewhere in this Contract. Vehicle decontamination pads will be included in the price of this item. Disposal of decontamination fluid will be paid for under Item 8.01 W1 – Removal, Treatment, and Discharge/Disposal of Contaminated Water.

E. Spill Control

1. Payment will account for furnishing, installing, and maintaining all spill control equipment and facilities. Payment will include equipment and personnel to perform emergency measures required to contain any spillage and to remove spilled materials and soils or liquids that become contaminated due to spillage during work within the exclusion zones and handling of excavated soils and liquids from these areas. This collected spill material will be properly disposed of.

2. Payment under this item will not include testing, handling, transportation or disposal of petroleum-contaminated/potentially hazardous soils excavated during construction. The price for this work will be paid for under Items 8.01 C1 – Handling, Transporting and Disposal of Non-Hazardous Contaminated Soil, 8.01 C2 – Sampling and Testing of Contaminated/Potentially Hazardous Soil for Disposal Purposes or 8.01 H – Handling, Transporting and Disposal of Hazardous Soil, as appropriate.

F. Dust Control

Payment will account for furnishing, installing, and maintaining dust control equipment and facilities to be used whenever applicable dust levels are exceeded. Payment will include all necessary labor, equipment, clean water, foam, and all other materials required by the Dust Control Plan. The NYSDOH Community Air Monitoring Plan (CAMP) may be used as guidance.

G. Vapor/Odor Suppression

Payment will account for furnishing, installing and maintaining vapor/odor control equipment and facilities to be used whenever organic vapor monitoring or the presence of odors indicates that vapor suppression is required to protect workers or the public. Payment will include all necessary labor, equipment, clean water, foam and all other materials required by the Vapor/Odor Suppression Plan.

H. Mobilization/Demobilization

1. Mobilization

Payment will include the following, but not be limited to:

a. All work required to furnish, install and maintain all signs, fencing, support zone facilities, parking areas and all temporary utilities;

b. All work required to furnish, install, and maintain an office space with phone and utilities for health and safety personnel;

c. All work required for complete preparation of lay down area for roll-off containers, including sampling, and any required fencing;

d. All direct invoiced cost from bonding companies and government agencies for permits and costs of insurance; and

e. All other items and services required for mobilization and site preparation.

2. Demobilization

Payment will include but not be limited to: All work required to sample the area; remove from the site all equipment, temporary utilities and supporting facilities; performance of necessary decontamination and repairs; disposal of disposable equipment and protective gear and other items and services required for complete demobilization.

Payment will be made under:

Item No.	Description	Pay Unit
8.01 S	HEALTH AND SAFETY	LUMP SUM

ITEM 8.01 W1 REMOVAL, TREATMENT, AND DISCHARGE/DISPOSAL OF CONTAMINATED WATER

8.01 W1.1 WORK TO INCLUDE

General: This work must consist of the proper removal and disposal of all contaminated groundwater and decontamination water generated during construction operations. The Contractor must be solely responsible for the proper disposal or discharge of all contaminated water generated at the job site. The Contractor will have the option of treating water on-site for discharge to the sewer system or removing contaminated water for off-site disposal. The Contractor must be responsible to choose a method compatible to the construction work and will be compensated on a per day basis regardless of method employed. The Contractor will be compensated for only those days where the system is in full operation.

The Contractor must retain a dewatering/water treatment Specialist (hereinafter the "Specialist") and laboratory as specified under Item 8.01 W2 – Sampling and Testing of Contaminated Water, to conduct any testing that may be required for disposal of impacted water.

The dewatering/water treatment Specialist is responsible to obtain all permits; perform all water sampling, testing; and provide ancillary services related to dewatering and water treatment. The Specialist must at a minimum provide documentation to OEHS demonstrating the minimum requirements as set forth below:

1. The Specialist must demonstrate that it has, at a minimum, three (3) years' experience in the design of dewatering plans. The Specialist should demonstrate expertise dealing with issues associated with contaminated water. During that three (3) year period, the Specialist must demonstrate that it provided dewatering and water treatment systems as a routine part of its daily operations.
2. The Specialist must be experienced in work of this nature, size, and complexity and must have previous experience in working with the NYSDEC.
3. The Specialist must furnish a list of at least five (5) projects completed within the last (3) years, identifying the location, nature of services provided, owner, owner's contact, contact's telephone number, project duration and value of the projects.
4. If conditions within the exclusion zone are deemed hazardous, then the Contractor and its Environmental Consultant must ensure that all personnel working within identified exclusion zones and/or involved (direct contact) with the handling, storage or transport of hazardous and contaminated material must have completed a minimum of forty (40) hours of Health and Safety Training on Hazardous Waste Sites in accordance with 29 CFR 1910.120(e). The training program must be conducted by a qualified safety instructor. If conditions in the exclusion zone are deemed to be non-hazardous, the Specialist will be responsible to provide site-specific training to its employees and other affected personnel.
5. The Contractor must ensure that on-site management and supervisors directly responsible for or who supervise employees engaged in hazardous waste operations must receive the training specified in above and at least eight (8) additional hours of specialized training on managing such operations at the time of job assignment.

The Contractor must document all operations associated with the handling, sampling and disposal of contaminated water, and ensure that they are in compliance with applicable Federal, State and Local statutes and regulations.

The Contractor must supply all labor, equipment, transport, plant, material, treatment, and other incidentals required to conduct the specified work of this section.

If water will be disposed of into the sewer system, the Contractor must ensure the Specialist treats the water to comply with the New York City Department of Environmental Protection (NYCDEP) Sewer Effluent Limit concentrations prior to discharge. The Contractor is responsible for providing settling or filtering tanks and any other apparatus required by NYCDEP. Alternatively, the Contractor can provide a plan for transport and disposal at an off-site waste disposal facility.

Within forty-five (45) calendar days after award of Contract, the Contractor must submit to OEHS for review and approval, a Water Handling Plan (WHP). The WHP must be approved by OEHS prior to the Contractor's commencement of work. The minimum requirements for the WHP are specified herein Item 8.01W 1.2, for each type of disposal (disposal into the sewer or off-site disposal). The Contractor must maintain a complete, up to date copy of the WHP on the job site at all times.

8.01 W1.2 CONSTRUCTION DETAILS

PART 1 - For each disposal method the Contractor proposes to utilize (disposal to sewer or off-site disposal), the WHP must include the information required in paragraphs A and B below, as appropriate.

A. On-site treatment and discharge into New York City sewers.

1. Regulations: The Contractor must comply with all applicable regulations. This includes but may not be limited to:

   Title 15-New NYCDEP Sewer Use Regulations.

2. Permits: The Contractor is solely responsible to obtain all necessary and appropriate Federal, State and Local permits and approvals. The Contractor will be responsible for performing all and any system pilot tests required for permit approval. This includes but may not be limited to:

   a. Industrial waste approval for the New York City sewer system.

   b. Groundwater discharge permit for the New York City sewer system (NYCDEP Division of Sewer Regulation and Control), if discharge to sewer exceeds 10,000 gallons per day.

   c. The Contractor must comply with NYSDEC State Pollutant Discharge Elimination System (SPDES) General Permit for Stormwater Runoff from Construction Activity ~~(~~SPDES General Permit~~)~~ GP-0-20-001 or its successor.

   d. Long Island well permit for Brooklyn and Queens sites, if well points are used for dewatering.

   e. Wastewater quality control application, NYCDEP.

3. The WHP for this portion of the work must include the following at a minimum:

   a. Identification and design of Contractor's proposed treatment to assure that the water meets the NYCDEP sewer use guidelines prior to discharge to the sewer, including identification of all materials, procedures, settling or filtering tanks, filters and other appurtenances proposed for treatment and disposal of contaminated water.

   b. The name, address and telephone number of the contact for the Contractor's proposed chemical laboratory, as well as the laboratory's certifications under Federal, State or non-governmental bodies.

   c. The name, address and telephone number of the contact for the Contractor's proposed Environmental Consultant.

   d. Copies of all submitted permit applications and approved permits the Contractor have received.

4. Materials

   The Contractor must supply all settling or filtering tanks, pumps, filters, treatment devices and other appurtenances for treatment, temporary storage and disposal of contaminated water. All equipment must be suitable for the work described herein.

5. Execution

a. The Contractor is solely responsible for disposal of all water, in accordance with all Federal, State and Local regulations.

b. The Contractor is solely responsible for any treatment required to assure that water discharged into the sewer is in compliance with all permits and Federal, State and Local statutes and regulations.

c. The Contractor is solely responsible for the quality of the water disposed of into the sewers.

d. The Contractor is responsible for sampling and testing of water for the NYCDEP Sewer Effluent Limit concentrations. The quality of the data is the Contractor's responsibility. Any sampling and testing must be conducted and paid in accordance with Item 8.01 W2 – Sampling and Testing of Contaminated Water.

e. The Contractor will be responsible to maintain the discharge rate to the sewer such that all permit requirements are met, the capacity of the sewer is not exceeded and no surcharging occurs downstream due to the Contractor's actions. Dewatering by means of well points or deep wells will not be allowed in the Boroughs of Brooklyn or Queens where the rate of pumping exceeds forty-five (45) gallons per minute unless the appropriate permit has been secured from the NYSDEC.

f. Disposal of Treatment Media

(1) The Contractor will be responsible for disposal or recycling of treatment media in accordance with all Federal, State and Local regulations.

(2) The Contractor must provide the Engineer with all relevant documentation concerning the disposal of treatment media, including manifests, bills of lading, certificates of recycling or destruction and other applicable documentation.

(3) Disposal of treatment media will not be considered a separate pay item; instead it will be considered as incidental work thereto and included in the unit price bid.

B. Off-Site Disposal

1. Regulations: The Contractor must conform to all applicable Federal, State and Local regulations pertaining to the transportation, storage and disposal of any hazardous and/or non-hazardous materials as listed in Attachment 2.

2. The following must be submitted to the Engineer prior to initiating any off-site disposal:

a. (1) Name and waste transporter permit number

(2) Address

(3) Name of responsible contact for the waste transporter

(4) Any and all necessary permit authorizations for each type of waste transported

(5) Previous experience in performing the type of work specified herein

b. General information for each proposed treatment/disposal facility and at least one backup treatment/disposal facility

(1) Facility name and USEPA identification number

(2) Facility location

(3) Name of responsible contact for the facility

(4) Telephone number for contact

(5) Unit of measure utilized at facility for costing purposes

c. A listing of all permits, licenses, letters of approval and other authorizations to operate, which are currently held and valid for the proposed facility as they pertain to receipt and management of the wastes derived from this Contract.

d. A listing of all permits, licenses, letters of approval and other authorizations to operate which have been applied for by the proposed facility but not yet granted or issued. Provide dates of application(s) submitted. Planned submittals must also be noted.

e. The Contractor must specify and describe the disposal/containment unit(s) that the proposed facility will use to manage the waste and provide dates of construction and beginning of use, if applicable. Drawings may be provided. The Contractor must identify the capacity available in the units and the capacity reserved for the subject waste.

f. The Contractor must provide the date of the proposed facility's last compliance inspection.

g. A list of all active (unresolved) compliance orders, agreements, enforcement notices or notices of violations issued to the proposed facility must be submitted. The source and nature of the cause of violation must be stated, if known. If groundwater contamination is noted, details of the facility's groundwater monitoring program must be provided.

h. Description of all sampling and field/laboratory analyses that will be needed to obtain disposal facility approval.

3. Materials

All vessels for temporary storage and transport to an off-site disposal facility must be as required in DOT regulations.

4. Execution

a. General

(1) The Contractor must organize and maintain the material shipment records/manifests required by Federal, State and Local laws. The Contractor must include all bills of lading, certificates of destruction, recycling or treatment and other applicable documents.

(2) The Contractor must coordinate the schedule for truck arrival and material deliveries at the job site to meet the approved project schedule. The schedule must be compatible with the availability of equipment and personnel for material handling at the job site.

(3) The Contractor must inspect all vehicles leaving the project site to ensure that contaminated liquids are not spilling and are contained for transport.

(4) The Contractor must obtain letters of commitment from the waste haulers and the treatment, disposal or recovery facility to haul and accept shipment. The letter must indicate agreement to handle and accept the specified estimated quantities and types of material during the time period specified in the project schedule and any time extension as deemed as necessary.

(5) The Contractor must verify the volume of each shipment of water from the site.

(6) The Contractor is responsible for sampling and testing of water for off-site disposal. The quality of the data is the Contractor's responsibility. Any sampling and testing must be conducted and paid in accordance with Item 8.01 W2 – Sampling and Testing of Contaminated Water.

(7) The Contractor is responsible for any additional analyses required by the TSD facility, and for the acceptance of the water at an approved TSD facility.

b. Hauling

(1) The Contractor must not deliver waste to any facility other than the TSD facility(ies) listed on the shipping manifest.

(2) The Contractor must coordinate manifesting, placarding of shipments, and vehicle decontamination. All quantities must also be measured and recorded upon arrival at the TSD facility(ies). If any deviation between the two records occurs, the matter is to be reported immediately to the Engineer and must be resolved by the Contractor to the satisfaction of the Engineer.

(3) The Contractor will be responsible for any and all actions necessary to remedy situations involving material spilled in transit or mud and dust tracked off-site. This cleanup must be accomplished at the Contractor's expense.

(4) The Contractor will be responsible for inspecting the access routes for road conditions, overhead clearance and weight restrictions.

(5) The Contractor must only use the transporter(s) identified in the WHP for the performance of work. Only a transporter with a current Part 364 Waste Transporter Permit from NYSDEC may transport this material. Any use of substitute or additional transporters must have previous written approval from the Engineer at no additional cost to the City.

(6) The Contractor must develop, document, and implement a policy for accident prevention.

(7) The Contractor must not combine waste materials from other projects with material from this project.

(8) The Contractor must obtain for the City a hazardous waste generator identification number and will sign the manifest as the generator, if necessary.

(9) No material must be transported until approved by the Engineer.

c. Disposal Facilities

(1) The Contractor must use only the TSD facility(ies) identified in the WHP for the performance of the work. Substitutions or additions must not be permitted without prior written approval from OEHS, and, if approved, must be at no extra cost to the City.

(2) The Contractor will be responsible for acceptance of the material at an approved TSD facility, for ensuring that the facility is properly permitted to accept the stated material, and that the facility provides the stated storage and/or disposal services.

(3) The City reserves the right to contact and visit the disposal facility and regulatory agencies to verify the agreement to accept the stated material and to verify any other information provided. This does not in any way relieve the Contractor of the Contractor's responsibilities under this Contract.

(4) In the event that the identified and approved facility ceases to accept the stated materials or the facility ceases operations, it is the Contractor's responsibility to locate an alternate approved and permitted facility(ies) for accepting materials. The Contractor is responsible for making the necessary arrangements to utilize the facility(ies), and the alternate facility(ies) must be approved in writing by the Engineer in the same manner and with the same requirements as for the original facility(ies). This must be done with no extra cost or delay to the City.

d. Equipment and Vehicle Decontamination

(1) The Contractor must design and construct a portable decontamination station to be used to decontaminate equipment and vehicles exiting the exclusion zone. The cost for this work will be paid under Item 8.01 S – Health and Safety.

8.01 W1.3 METHOD OF MEASUREMENT

The quantity for on-site treatment and discharge or off-site disposal will be on a per day basis.

8.01 W1.4 PRICE TO COVER

A. The per day price bid for Item 8.01 W1 will include the cost of furnishing all labor, materials, equipment, plan, and insurance for handling, transportation, disposal, documentation, permits, hauling, mobilization and demobilization, and any other incidentals thereto to complete the work.

B. The Contractor will not be paid for water that is within the NYCDEP Sewer Discharge Limits.

Payment will be made under:

Item No.	Description	Pay Unit
8.01 W1	REMOVAL, TREATMENT AND DISCHARGE/DISPOSAL OF CONTAMINATED WATER	DAY

ITEM 8.01 W2 Sampling And Testing Of Contaminated Water

8.01 W2.1 WORK TO INCLUDE

A. Description

The work will consist of sampling and testing of potentially contaminated groundwater, surface runoff within the excavated area and all contaminated water generated during the decontamination process.

B. Sampling and Testing

1. The Contractor is responsible, at a minimum, for sampling and testing of contaminated water for the NYCDEP Sewer Effluent Limit concentrations as listed in Attachment 1, and in accordance with the Engineer-approved FSP and the Investigation HASP, as specified in 8.01 C2. The quality of the data is the Contractor's responsibility. Any additional testing required by the Federal, State and/or disposal facilities must be included in the bid price of this Item.
2. All sampling and testing must be conducted by a person trained in sampling protocols using accepted standard practices and/or the NYSDEC sampling guidelines and protocols.
3. All sample containers must be marked with legible sample labels which must indicate the project name, sample location and/or container, the sample number, the date and time of sampling, preservatives utilized, how the sample was chilled to 4 degrees Celsius, and other information that may be useful in determining the character of the sample.
4. Chain-of-custody must be tracked from laboratory issuance of sample containers through receipt of the samples.
5. The Contractor must maintain a bound sample log book. The Contractor must provide the Engineer access to it at all times and must turn it over to the Engineer in good condition at the completion of the work. The following information, as a minimum, must be recorded to the log:
    a. Sample identification number
    b. Sample location
    c. Field observation
    d. Sample type
    e. Analyses
    f. Date/time of collection
    g. Collector's name
    h. Sample procedures and equipment used
    i. Date sent to laboratory/name of laboratory
6. Only dedicated sampling equipment may be used to collect these samples. All equipment involved in field sampling must be decontaminated before being brought to the site, and must be properly disposed of after use.
7. Samples must be submitted to the Contractor's laboratory within the holding times for the parameters analyzed.
8. All analyses must be done by a laboratory that has received approval from the NYSDOH's ELAP for the methods to be done. The Contractor must specify the laboratory in the WHP.
9. Analytical results for water discharged to the sewer and for off-site disposal must be submitted to the Engineer no later than five (5) days after sample collection.
10. The City reserves the right to direct the Contractor to conduct alternative sampling in lieu of the parameters described above, if the situation warrants. The substitute sampling parameters will be of equal or lesser monetary value than those described above, as determined by industry laboratory pricing standards.

8.01 W2.2 METHOD OF MEASUREMENT

Quantities for samples will be measured as the number of sets of samples that are tested for the NYCDEP Sewer Effluent Limit concentrations. A set will be defined as one (1) representative sample analyzed for the full range of NYCDEP parameters as specified in Attachment 1.

8.01 W2.3 PRICE TO COVER

The unit price bid per set for Item 8.01 W2 will include the cost of furnishing all labor, materials, equipment, plan, and insurance for handling, transport, sampling, testing, documentation, permits, other incidentals necessary to complete the work of sampling and testing of contaminated water. Any additional costs incurred by the Contractor for sampling and testing of contaminated water will be included in the bid price of this Item.

Payment will be made under:

Item No.	Description	Pay Unit
8.01 W2	SAMPLING AND TESTING OF CONTAMINATED WATER	SETS

SECTION 9.23 – Asphalt, Fuel, and Steel Price Adjustment Allowance

9.23.1 SCOPE AND INTENT

(A) This section will provide for additional compensation to the Contractor for increases, or repayment by the Contractor for decreases, in the price of asphalt, fuel, or steel products.

(B) Price Adjustments will be made only for eligible work as defined below. With respect to asphalt and steel eligible work items, price adjustment will be paid, if eligible, only after the items have been permanently incorporated into the Work and accepted by the Commissioner. With respect to fuel, price adjustment will be paid, if eligible, only after fuel has been delivered to the Project site.

(C) No adjustment will be provided for any extra work paid by fixed price in accordance with the Standard Construction Contract Article 25.3.2 or paid for on a time and material basis per Standard Construction Contract Article 26. Additional quantities of existing Contract pay items at original bid prices will be considered eligible for asphalt, fuel, and steel price adjustments.

(D) Temporary work performed by the Contractor at its own expense will not be eligible for price adjustment. Notwithstanding the foregoing, temporary asphalt will be eligible if shown on the Contract Drawings or required to complete the Work and must be approved in advance by the Engineer.

(E) The Contractor, its Subcontractor(s) and/or Materialmen, must, when directed by the Commissioner, provide any and all Project documents and/or records the Commissioner deems pertinent to his/her determination with respect to the price adjustment. If requested by the Commissioner, the Contractor, its Subcontractor(s) and/or Materialmen, must provide copies of Project documents and/or records.

(F) Failure by the Contractor, its Subcontractor(s) and/or Materialmen, to comply strictly with the requirement to provide Project records will constitute a waiver of any claim for additional compensation the Contractor may have in connection with the price adjustment request.

(G) Project documents and/or records include, without limitation, Bid and Contract Documents, shop drawings, manufacturing and/or shipping data, as-built drawings, books of account, financial statements, invoices, vouchers, records, daily job diaries and reports.

(H) If the Contractor is paid additional compensation in accordance with this Section, the Contractor must pay a properly allocated share of such additional compensation to the applicable Subcontractor(s) and/or Materialmen.

9.23.2 PRICE ADJUSTMENT VALUES

(A) The monthly average asphalt prices, monthly average fuel prices, steel cost basis and steel index values will be posted on the NYS Department of Transportation (NYSDOT) website: https://www.dot.ny.gov/main/business-center/contractors/construction-division/fuel-asphalt-steel-price-adjustments

(B) Historical index values are available as issued Engineering Bulletins on the NYSDOT website: https://www.dot.ny.gov/eieb

9.23.3 ASPHALT PRICE ADJUSTMENT

(A) Price Changes.

The asphalt price adjustment will be based solely on the price changes for asphalt as determined by the formulas below. No adjustment will be made if the monthly average posted price is within $15.00 of the asphalt index price. No consideration will be given to the situation where the price paid by the Contractor, its Subcontractors, or the Contractor's or Subcontractor's supplier(s) exceeds the

monthly average posted price.

(B) Applicability.

The asphalt price adjustment will apply to all permanent asphalt pavement items. The asphalt price adjustment will apply to temporary asphalt pavement if the temporary asphalt is shown on the Contract Drawings or approved in advance by the Commissioner. No price adjustment will be made for tack coat or pothole cold patch.

(C) Prices.

The asphalt index price and the monthly average posted price are defined as follows:

1. Asphalt Index Price. The asphalt index price is a price per ton of binder (also referred to as liquid bitumen or asphaltic cement) used solely as a basis from which to compute asphalt price adjustments. The asphalt index price will be the monthly average posted price for the month and year the bid opening for the Project.
2. Monthly Average Posted Price. The monthly asphalt index prices will be determined by NYSDOT using the methods set forth in NYSDOT Standard Specification Section 698.

(D) Quantity.

The quantity of asphalt in tons considered for adjustment will be determined by the tons of asphalt actually placed. This will be calculated using the measured volume of asphalt placed, and the asphalt's in-place density, as measured in the field. Quantities of asphalt will be measured to the nearest 0.1 ton.

(E) Adjustment.

Asphalt price adjustment will be based on the following formulas:

1. When price increases: Price Adjustment = (Quantity of Asphalt) x (Monthly Average Posted Price – Asphalt Index Price - $15.00)
2. When price decreases: Price Adjustment = (Quantity of Asphalt) x (Monthly Average Posted Price – Asphalt Index Price + $15.00)

(F) Payment of the Price Adjustment.

The Contractor is required to keep a log of all asphalt incorporated into the Project that is eligible for the price adjustment. The log must keep track of the date when the asphalt was purchased, the quantity of the asphalt, the Asphalt Index Price and the Monthly Average Posted Price, as determined in accordance with 9.23.3.C.

When the adjustment amount, calculated in accordance with 9.23.3.E, exceeds $10,000.00 for all eligible asphalt incorporated into the Project, the Contractor must submit with its monthly payment requisition, the request for payment of the asphalt price adjustment.

9.23.4 FUEL PRICE ADJUSTMENT

(A) Price Changes.

The fuel price adjustment will be based solely on the price changes for fuel as determined by the formulas below. No adjustment will be made if the monthly average posted price is within $0.10 per gallon of the fuel index price. No consideration will be given to the situation where the price paid by the Contractor, its Subcontractors, or the Contractor's or Subcontractor's supplier(s) exceeds the monthly average posted price.

(B) Applicability.

The intent of the fuel price adjustment is to cover on-site equipment and vehicles only as delineated

below.

1. The fuel price adjustment will apply for fuel used in:
    a. Diesel equipment used on site, such as backhoes, excavators, cranes.
    b. Stationary equipment used on site, such as trailer or skid mounted compressors, generators, or light towers.
    c. Gasoline or diesel trucks and vans that are assigned to the site full-time, which may be used for off-site pickups and deliveries.
    d. Equipment used for temporary heating.
2. The fuel price adjustment will not apply to:
    a. On-site gasoline powered hand tools, such as chainsaws, cut-off saws, pressure washers, small generators, etc.
    b. Vehicles (cars, pickup trucks) that are also used for commuting.
    c. Delivery vehicles.
    d. Any equipment at the Contractor's shop, manufacturer's shop, or other off-site facility.

(C) Prices.

The fuel index price and the monthly average posted price are defined as follows:

1. Fuel Index Price. A price per gallon of fuel used solely as a basis from which to compute fuel price adjustments. The fuel index price will be the monthly average posted price for the month of the bid letting.
2. Monthly Average Posted Price. The monthly fuel index prices will be determined by NYSDOT using the methods set forth in NYSDOT Standard Specification Section 698.

(D) Quantity.

The quantity of fuel in gallons considered for adjustment will be determined by invoices for fuel delivered to the Project site. Quantities of fuel will be measured to the nearest 0.01 gallon.

(E) Adjustment.

Fuel price adjustment will be based on the following formulas:

1. When price increases: Price Adjustment = (Quantity of Fuel) x (Monthly Average Posted Price - Fuel Index Price - $0.10)
2. When price decreases: Price Adjustment = (Quantity of Fuel) x (Monthly Average Posted Price - Fuel Index Price + $0.10)

(F) Payment of the Price Adjustment.

The Contractor is required to keep a log of all fuel incorporated into the Project that is eligible for the price adjustment. The log must keep track of the date when the fuel was purchased, the quantity of the fuel, the Fuel Index Price and the Monthly Average Posted Price, as determined in accordance with 9.23.4.C.

When the adjustment amount, calculated in accordance with 9.23.4.E, exceeds $10,000.00 for all eligible fuel delivered to the Project site, the Contractor must submit with its monthly payment requisition, the request for payment of the fuel price adjustment.

9.23.5 STEEL PRICE ADJUSTMENT

(A) Applicability.

The intent of the steel price adjustment is to cover steel materials as follows. For the purposes of this section, steel includes all steel alloys, stainless steel alloys, iron, and ductile iron.

1. Steel price adjustment will apply to groups of similar material content.
2. The steel price adjustment will apply to the following Material Groups:
    a. Structural steel
    b. Reinforcing bars
    c. Steel water mains, appurtenances, and valves
    d. Ductile iron water and sewer pipes, appurtenances, fittings, and valves
    e. Steel piles and minipile casings
    f. Municipal steel and iron castings (manhole covers, sewer grates, etc.)
    g. <enter material group>
3. The steel price adjustment will not apply to the following:
    a. Steel in fabricated elements, such as traffic signal cabinets, or electrical fixtures and boxes
    b. Handrails, access ladders, edging strips and other miscellaneous metals
    c. Anchor bolts and fasteners
    d. <enter material group>

(B) For each Material Group listed, the Contractor must also identify the parties whose relationship establishes the invoice date. If the parties are known, they must be identified by name. If the two parties are not known, they must be identified by role (Contractor, Subcontractor, Materialman, fabricator, etc.). Different parties may be identified for scopes within a Material Group for the purposes of establishing an invoice date. If the Contractor does not provide a list of materials to which to apply the steel price adjustment, no steel price adjustment will be made.

(C) If the percentage change for a given month does not exceed 5% plus or minus, from the benchmark steel index, no adjustments will be made for materials invoiced that month.

(D) The percentage change for each material group identified in Article 9.23.5.A.2 above will be determined using the month that the largest value of materials were invoiced.

(E) The weight of the steel must exclude minor appurtenances individually weighing less than 5 lbs (i.e., nuts, bolts, washers, etc.) and non-steel components, such as door insulation or glazing. Precast or prestressed concrete items must have total reinforcing steel weight listed on the approved shop drawings. The following sources must be used, in declining order of precedence, to determine the weight of steel: approved shop drawings; verified shipping documents; Contract Documents; industry standards (i.e., AISC Manual of Steel Construction, AWWA Standards, etc.); and manufacturer's data.

1. Indexes and Prices. Adjustments are based on the Producer Price Index (PPI) for Semifinished Steel Mill Products (WPU 101702). PPI values are published by the US Department of Labor, Bureau of Labor Statistics (BLS). Recent PPI values are posted on the NYSDOT website linked above. The Cost Basis, Benchmark Steel Index, Monthly Steel Index, and the Percentage Change are defined as follows:
    a. Cost Basis (CB). An average price of steel products in dollars per ton used solely as a cost basis from which to compute steel price adjustments. The cost basis for original Contract bid price items and additional work at the original Contract bid price will be

the cost basis listed for the month of the bid letting. The cost basis for additional work at agreed price will be the value of the cost basis for the month the agreed price was submitted to the Commissioner.

b. Benchmark Steel Index (BI). The benchmark steel index for original Contract bid price items and additional work at the original Contract bid price will be the value of the preliminary PPI for the month of the bid letting. The benchmark steel index for additional work at agreed price will be the value of the preliminary PPI for the month the agreed price was submitted to the Commissioner.

c. Monthly Steel Index (MI). Value of the final PPI for the month the material is invoiced.

d. Percent Change. The percent change in any given month will be determined as follows:

$$Percentage\,Change = \left(\frac{MI - BI}{BI}\right) x\,100$$

(F) The quantity of steel for adjustment of each Material Group will be measured to the nearest 0.1 tons.

1. Percent Change Greater Than +5%. If the Percentage Change is greater than +5% from the benchmark steel index, Price Adjustments will be made for materials invoiced that month. The Contractor must provide the Commissioner a detailed list of the weight of eligible materials within 60 calendar days after installation, including: the Contract pay item, the weight of steel, the month(s) of invoice, the source used to determine the weight, and if requested by the Engineer, copies of invoices to verify the month of invoice.
2. Percent Change -5% to +5%. If the Percentage Change is between -5% and +5%, inclusive, from the benchmark steel index, no adjustments will be made for materials invoiced that month.
3. Percent Change Lower Than -5%. If the Percentage Change is lower than -5% from the benchmark steel index, a Price Adjustment will be charged to the Contractor for materials invoiced that month. The Contractor must provide the Commissioner a detailed list of the weight of eligible materials within 60 calendar days after installation, including: the Contract pay item, the weight of steel, the month(s) of invoice, the source used to determine the weight, and copies of invoices to verify the month of invoice.

(G) Adjustment.

Steel price adjustment will be made for all the materials which the Contractor opted to apply the steel price adjustment, based on the following formulas:

1. When price increases:

$$Price\ Adjustment = \left[\left(\frac{MI - BI}{BI}\right) - 0.05\right](CB)\,Qty$$

2. When price decreases:

$$Price\ Adjustment = -\left[\left(\frac{MI - BI}{BI}\right) + 0.05\right](CB)\,Qty$$

(H) Payment of the Price Adjustment.

Steel Price Adjustment will be paid once during the Project duration for each eligible Material Group

after the final PPI is available to set the Monthly Steel Index for the invoice month determined in Article 9.23.5.D above.

9.23.6 MEASUREMENT AND PAYMENT

(A) The fixed sum shown in the Bid Schedule for Price Adjustments Allowance will be considered the price bid for this item. The fixed sum is not to be altered in any manner by the bidder. Should the amount shown be altered, the new figures will be disregarded and the original price will be used to determine the total amount bid for the Contract. The fixed sum payment made under this item will be equal to the sum of payments and credits for price adjustments, as approved by the Commissioner, with no markup for overhead, profit, or other fees allowed. The fixed sum amount is included in the bid solely to ensure that sufficient monies will be available to pay the Contractor for the price escalation adjustment payments as delineated herein, which may be more or less than the fixed sum amount.

Payment will be made under:

Item No.	Item	Pay Unit
9.23	PRICE ADJUSTMENTS	F.S.

SECTION 9.28 –EXPANDED WORK ALLOWANCE

9.28.1 PURPOSE

An Allowance has been established for the items set forth in sub-Section 9.28.3 below ("Expanded Work Allowance" or "EWA"). Payment for the items set forth in sub-section 9.28.3 ("Expanded Work Items") may be made through the EWA, as directed by the Engineer. "Extra Work", "overrun", and "Allowance" are defined by the Standard Construction Contract (*see* Articles 2.1.16, 26.1, and 2.1.4, respectively) and nothing in this Section alters, or will be deemed to alter the interpretation or application of, the Standard Construction Contract, including but not limited to Articles 25, 26, 28, and 78 of the Standard Construction Contract.

9.28.2 PROCESS

(a) If the Engineer determines that use of the EWA is appropriate, in their sole discretion, the Engineer will prepare a written scope document for the Expanded Work Items for the Contractor's execution ("EWA Scope Memo"). The EWA Scope Memo will set forth the maximum amount payable from the EWA prior to the execution of a final cost memorandum ("Maximum Amount"), in accordance with this Section. The Maximum Amount may be increased from time to time by the Engineer, in their sole discretion, except that the Maximum Amount may not exceed 80% of the Engineer's estimated total cost for such Work (the "Estimated Cost") unless and until a final cost is determined and a final cost memorandum ("Final Cost Memo") executed in accordance with this Section.

(b) Neither the Maximum Amount nor the Estimated Cost will be deemed to be the final cost of the Expanded Work Items. The final cost for the Expanded Work Items will be determined in accordance with Article 26 of the Standard Construction Contract. The Contractor must submit its detailed price proposal for the Expanded Work Items, calculated in accordance with the Contract, within the time period set forth in the EWA Scope Memo or within 90 Days after the executed EWA Scope Memo is issued to the Contractor, whichever is sooner.

(c) Once the EWA Scope Memo is executed and the Contractor is directed to proceed with the Work, DDC will make progress payments, as provided in the Contract, up to the Maximum Amount or until the submission period has expired, whichever occurs sooner.

(d) DDC will not make any progress payments for the performance of the Expanded Work Items beyond the submission period set forth in sub-Section C, above, unless and until a final cost has been determined and a Final Cost Memo executed in accordance with this Section. No amounts above the Maximum Amount set by the Engineer will be payable from the EWA, unless and until a final cost has been determined and a Final Cost Memo executed in accordance with this Section. In all events, the Contractor shall promptly and diligently comply with the Engineer's direction and perform all Work required by the Contract and the EWA Scope Memo.

(e) Upon receipt of the Contractor's cost detailed proposal, DDC will evaluate the proposal and initiate negotiations, as necessary, to determine the final cost of the Expanded Work Items in accordance with Article 26 of the Standard Construction Contract. The Contractor is responsible to furnish time and material records in accordance with Article 28 of the Standard Construction Contract until a Final Cost Memo is executed. If the parties cannot agree on a unit price or fixed price, the Contractor will be paid on the basis of time and material records in accordance with Article 26 the Standard Construction Contract.

(f) A Final Cost Memo will be prepared by the Engineer to be executed by the parties. The total net sum of the amounts added and/or credited under the EWA Scope Memo and payment of the finalized Final Cost Memo constitutes full accord and satisfaction for the costs resulting from the Expanded Work Items. In the event the EWA is insufficient to pay the full amount of the Final Cost Memo, the parties agree

to execute change order documents for the remaining funds, subject to registration in accordance with the New York City Charter.

9.28.3 PRICE TO COVER

Expanded Work Items are those items set forth below. The EWA may be used, in the Engineer's discretion, for the following Expanded Work Items:

(a) Non-material changes in the Work necessary to complete Contract Work due to site conditions that differ from those included in the Contract Documents and that could not have been anticipated by the Contractor.

(b) Non-material changes in the Work directed by the Commissioner that result in a net change in the cost to the Contractor for the Work to be performed under this Contract, including but not limited to the following:

(i) Overruns of unit price items and quantity increases in portions of work within a lump sum item.

(ii) NYCDOT traffic stipulations or permit requirements that significantly differ from those included in the Contract Documents and that could not have been anticipated by the Contractor.

(iii) Changes to the sizes of materials or changes to specifications of materials.

(iv) Materials/structures not included in the Contract Documents that are necessary to complete Contract Work and that could not have been anticipated the Contractor.

9.28.4 BASIS OF PAYMENT

(a) The fixed sum must be considered the price bid for this item. The fixed sum is not to be altered in any manner by the bidder. Should the amount shown be altered, the new figures will be disregarded, and the original price will be used to determine the total amount bid for the contract.

(b) The payment(s) made under this item will be equal to the Final Cost Memo prepared by the Engineer and executed by the parties in accordance with 9.28.2(f) above as proof of work performed for this item as approved by the Engineer.

(c) The total estimated cost of this item is the "fixed sum" amount shown for this item in the Bid Schedule and shall not be varied in the bid. The "fixed sum" amount is included in the bid solely to ensure that sufficient monies will be available to pay the Contractor for this work, which may be more or less than the fixed sum amount.

(d) The price will cover the cost of all labor, materials, equipment, insurance and incidentals necessary to complete the work under this section in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
9.28	EXPANDED WORK ALLOWANCE	F.S.

The Section below supersedes and replaces Section 9.30 of NYC DOT Standard Specifications dated May 16, 2022

SECTION 9.30 - Stormwater Pollution Prevention

9.30.1. INTENT.

The intent of this section is to address Erosion and Sediment Control (ESC) and pollution prevention during construction and maintenance and guaranty period. The Contractor is advised that within NYC boundaries, in compliance with the Rules of the City of New York Title 15 Chapter 19.1 (15 RCNY Chapter 19.1), DEP is required to review and approve Stormwater Pollution Prevention Plans (SWPPP) that have been prepared to meet the requirements listed in Chapter 19.1. All covered development projects must implement ESC measures in accordance with the NYS Standards and Specifications for Erosion and Sediment Control (also known as The "NYS DEC Blue Book"), dated November 2016 (https://www.dec.ny.gov/chemical/8694.html), as amended.

The objective is to develop and implement a SWPPP that will minimize the pollutants entering the storm sewer systems in compliance with 15 RCNY Chapter 19.1, and the New York State Pollutant Discharge Elimination System (SPDES) General Permit for Stormwater Runoff from Construction Activity, SPDES General Permit GP-0-20-001 or its successor.

9.30.2. DEFINITIONS.

1. **Designer –** The Design Engineer or Qualified Professional responsible for the design
2. **Qualified Inspector -** A person who is knowledgeable in the principles and practice of erosion sediment control, such as a licensed Professional Engineer, a Certified Professional in Erosion and Sediment Control, or a Registered Landscape Architect.
3. **Qualified Professional -** A person who is knowledgeable in the principles and practice of stormwater management and treatment such as a licensed Professional Engineer or a registered landscape architect or other NYSDEC endorsed individuals.
4. **SWPPP Preparer** - Must be a qualified professional. Creates the SWPPP for review and submittal to the SWPTS (as defined in Section 9.30.3). The SWPPP Preparer must certify that the SWPPP was prepared in accordance with RCNY Title 15 Chapter 19.1.
5. **Trained Contractor-** An employee of the Contractor who has received four hours of NYSDEC endorsed training in the past 3-Years, in the principals and practices of proper erosion and sediment control as required. Such employee must have a certificate of training and wallet card showing their certification number.
6. **Owner** – applicant agency.

9.30.3. SCOPE AND METHODS.

The ESC portion of the SWPPP must include ESC and pollution prevention practices. Practices must be designed in compliance with 15 RCNY Chapter 19.1 and the New York State Standards and NYS DEC Blue Book. Within thirty (30) days after the Contract is registered, the Contractor must submit a completed SWPPP to the NYCDDC Office of Environmental & Hazmat Services (OEHS) for review and acknowledgement. After approval by OEHS, the SWPPP must also be submitted to NYCDEP Stormwater Permitting Unit through the Stormwater Permitting and Tracking System (SWPTS) portal by the SWPPP Preparer for approval.

Contractor and SWPPP Preparer must be registered on SWPTS portal at:
https://deppermits.microsoftcrmportals.com/Account/Login?returnUrl=/my-application/

Projects in Municipal Separate Storm Sewer System (MS4) areas require coverage under SPDES General Permit GP-0-20-001 or its successor and a NYCDEP Stormwater Construction Permit. Project areas serviced by a Combined Sewer System (CSS) will only require SWPPP approval from DEP.

The SWPPP must be prepared considering the topography of the subject area. It must also identify potential sources of pollution at the project site that may reasonably be expected to affect the quality of stormwater discharges. The plan must describe the specifics of Post-Construction Stormwater Management Practices (PCSMPs) that are to be used to reduce the pollutants in stormwater discharges, their sequence of implementation and associated design details. All practices included in the SWPPP must be designed in conformance with NYCDEP Stormwater Manual and with the most current version of the Blue Book.

The SWPPP template is available at https://www1.nyc.gov/site/dep/water/stormwater-permits.page.

For the Qualified Professional, the Contractor must retain the services of an independent licensed/certified professional with practical experience in the principles and practices of erosion and sediment control and stormwater management, to prepare and certify a site specific SWPPP, along with all necessary shop drawings. The SWPPP Preparer must verify that the SWPPP has been developed in a manner that will assure compliance with the NYCDEC water quality standards and with the substantive intent of the SPDES General Permit GP-0-20-001 or its successor and 15 RCNY Chapter 19.1.

Construction work must only commence in MS4 areas upon issuance of NYSDEC permit identification number and NYCDEP Stormwater Construction Permit. In addition, an initial inspection must be conducted by the Qualified Inspector certifying that the appropriate control measures specified in the SWPPP have been adequately implemented to the satisfaction of the Resident Engineer (RE) and the OEHS Project Manager (PM). In areas serviced by CSS, Work must not commence until issuance of NYCDEP Stormwater Construction Permit and completion of initial inspection.

The Contractor will be responsible for maintenance of the PCSMPs during the period of construction and the period of guarantee. The Contractor will be responsible for allowing access to DDC and DEP Inspectors during the guarantee period. The Contractor will be responsible for preparing documentation for Stormwater Maintenance Permit Application which includes the final Operation & Maintenance (O&M) Plan with as-built drawings. The maintenance is outlined in Chapter 5 of the NYC Stormwater Manual; however, the Contractor will also be held to maintaining as directed in the design documents and as per the approved Stormwater Construction Permit. Also, should it be needed, the Contractor will be responsible for preparing the required documents for Lead Agency/landowner to use when renewing the maintenance permit every 5 years as outlined in the NYC Stormwater Manual. At the completion of the guaranty period and upon final approval, the City takes over the responsibility for maintenance.

9.30.4. DEVIATIONS AND AMENDMENTS.

A SWPPP that deviates from the NYCDEP and NYSDEC technical standards must have a section justifying any non-conformance. The justification must include, but not be limited to, the following:

a. Statement of each deviation from State or City requirements;
b. Statement of the reasons for each deviation and reasons for supporting adopted alternatives;
c. Provide information which demonstrates that the deviation or alternative design is equivalent to the Technical Standards; and,
d. Analysis of the water quality impacts.

In instances when the approved SWPPP is included in the Contract Documents, the Contractor is still responsible for reviewing the SWPPP, updating the Construction team contacts, identifying a need for any major or minor amendments and obtaining OEHS and NYCDEP Stormwater Permitting Unit approvals along with updating coverage under SPDES General Permit.

9.30.5. INSPECTION AND MAINTENANCE.

The Trained Contractor must provide regular inspection and maintenance of the ESC measures which were deployed as part of the Contractor's construction process. Site inspection and Maintenance of ESC must be implemented in accordance with Part IV of SPDES General Permit GP-0-20-001 (or most recent version). The Contractor will also be responsible for maintenance of the PCSMPs which are constructed throughout the construction and period of guarantee according to the requirements of Chapter 5 of the NYC Stormwater Manual or the requirements given in the design documents by the Designer. The Qualified Inspector is responsible to inspect the site at least once every 7-days to assure compliance with the approved SWPPP. The Trained Contractor is also responsible for providing access to NYCDEP or City representatives to inspect the measures for proper maintenance.

9.30.6. CERTIFICATION.

The SWPPP (site logbook) must clearly identify a Trained Contractor for the Contractor and all the Subcontractors that will implement each measure identified in the SWPPP. The Trained Contractors identified in the SWPPP who perform professional services at the site must implement the provisions of the plan and provide certification of the SWPPP in accordance with the provisions of the, NYCDEP Stormwater Construction Permit, the Blue Book, and SPDES General Permit GP-0-20-001 or its successor. The Contractor and all Subcontractors must ensure that updates to construction operations, ESC/PCSMP practices, etc. are communicated/approved by DEP Stormwater Permitting Unit prior to proceeding with implementation. The Lead Agency/landowner is advised that the City must receive yearly certifications that PCSMP's are properly maintained and in support of that certification the Trained Contractor is required to provide a copy of inspections performed.

9.30.7. STABILIZATION.

Stabilization must be implemented in accordance with Part 1.B.1.b of SPDES General Permit GP-0-20-001 or its successor.

9.30.8. CONTRACTOR'S LIABILITY.

The Contractor will be liable for any discharge that either causes or contributes to a violation of water quality standards as contained in Parts 700 through 705 of Title 6 of the Official Compilation of Codes, Rules and Regulations of the State of New York. Should any stormwater runoff from the site violate the water quality standards, the Contractor will be directed to take immediate steps, at the Contractor's own expense, to rectify the situation and prevent any further sediment from entering the storm sewer system.

In the event that pollutants are discharged to the storm sewer system due to the Contractor's negligence, the RE will direct the Contractor to cease any or all construction activities contributing to the release of these pollutants. The Contractor will be held responsible, at the Contractor's own cost, for any and all necessary actions to remedy the damage.

Furthermore, failure of the Contractor and/or their Subcontractor(s) to strictly adhere to any permit requirements will constitute a permit violation that could result in substantial criminal, civil, and administrative penalties.

It is the Contractor's responsibility to pay all associated permit fees which includes the DEP Stormwater Construction Permitting Fees and SPDES permit fees. DEP Stormwater Construction Permits must be renewed every two years by submitting to DEP no less than 30 days prior to the permit expiration date and must be accompanied by a processing fee in the amount of $1,000 dollars in addition to a $2,000 dollar fee per acre of land disturbed or the applicable amount at the time of renewal. NYSDEC SPDES consists of the yearly regulatory fee, the initial authorization fee per acre of land disturbed and per acre of future impervious area. The Contractor is liable for all penalties incurred due to the Contractor's failure to pay these fees on time.

9.30.9. MEASUREMENT.

(A) STORM WATER POLLUTION PREVENTION (Lump Sum)

Payment will be made by lump sum.

Ten percent (10%) of the lump sum price bid will be paid when the SWPPP is "satisfactorily" furnished by the Qualified Professional and accepted by the Department.

Seventy percent (70%) will be paid in proportion to the percentage of construction completion.

Twenty percent (20%) will be paid when the construction and the guaranty period is complete, the Stormwater Maintenance Permit has been granted by NYCDEP, the Notice of Termination (NOT) is filed with NYSDEC, and all SPDES permit fees have been paid. For clarity, the Contractor must include the final twenty percent (20%) in the Contractor's requisition for substantial completion payment; however, this amount will be not payable until completion of the above specified requirements.

(B) STORM WATER POLLUTION PREVENTION (per Month)

The quantity to be measured for payment under this item will be the number of months (to the nearest 1/4-month increment) that the Contractor satisfactorily provides for the Storm Water Pollution Prevention in accordance with these specifications, including winter shut down, holiday embargo, and other work suspension periods for which the Contractor remains responsible for site maintenance. Measurement for this item will not begin until the NYCDEP Stormwater Construction Permit is granted and actual SWPPP work is started at the site.

9.30.10 PRICE TO COVER.

Payment will be made at the lump sum price or monthly price bid for the item , which includes, but is not be limited to, the cost of furnishing all the labor, materials, fees, permits and testing required to provide and construct all ESC devices in accordance with the approved SWPPP; providing a Qualified Professional/Inspector to design, report, inspect and monitor the Work; comply with NYCDEP and NYSDEC permitting requirements and all necessary incidentals to complete the Work in accordance with the specifications and the directions of the Engineer.

For PCSMPs the payment for inspection and permitting administration will be paid from the lump sum price bid for the item 9.30 Stormwater Pollution Prevention. However, the cost of labor, materials, and maintenance associated with PCSMPs will be paid under the relevant pay item for PCSMP construction.

Payment will be made under:

Item No.	Item	Pay Unit
9.30	STORM WATER POLLUTION PREVENTION	L.S.
9.30 B	STORM WATER POLLUTION PREVENTION	MONTH

ITEM HW-900H - ALLOWANCE FOR CITY WORK ACCELERATION

Under this Section, the Contractor will be paid for City work deemed necessary by DDC's Commissioner to accelerate the City work items in the project during critical periods but the use of this item will expire on the original contract substantial completion date. Such accelerated City work includes:

A. 100% of the premium portions of overtime pay for working during non-scheduled work hours which shall be defined as those hours of work outside the permissible hours stated in the original contract OCMC Traffic Stipulations; or,
B. The premium portion of overtime pay for overtime actually worked beyond the 40-hour work week but within the permissible hours of work stated in the original contract OCMC Traffic Stipulations; or,
C. All other incidental expenditures caused by modifications of project site regulations or administrative requirements ordered by the Commissioner that result in additional costs to perform contract work as specified.

Such accelerated City work shall be paid for under this item in accordance with the requirements of
Articles 25 and 26 of the Standard Construction Contract.

Payment made under this Fixed Sum item shall cover the cost of all labor, materials, plant, equipment, insurance, and incidentals necessary to accelerate the City work as ordered by DDC's Commissioner.

No guarantee is given that this allowance item will in fact be required in this contract. The estimated "fixed sum" amount shown in the Bid Schedule is included in the total bid solely to insure a method of payment for any accelerated work performed by the Contractor, as directed by DDC's Commissioner.

Payment will be made under:

Item No.	Item	Pay Unit
HW-900H	ALLOWANCE FOR CITY WORK ACCELERATION	F.S.

S - PAGES

GENERAL AND SPECIAL PROVISIONS:

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(B) HIGHWAY PROJECT SPECIFIC PROVISIONS
(C) SEWER & WATER MAIN PROJECT SPECIFIC PROVISIONS
(D) GREEN INFRASTRUCTURE PROVISIONS

NOTICE

THE PAGES CONTAINED HEREIN (S-PAGES) ARE GENERAL AND SPECIAL PROVISIONS THAT MUST APPLY TO AND BECOME PART OF THE CONTRACT.

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(C) SEWER & WATER MAIN PROJECT SPECIFIC PROVISIONS

PROVISIONS

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(D) GREEN INFRASTRUCTURE PROVISIONS

PROVISIONS

ARTICLE	DESCRIPTION	PAGE NO.
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(A) GENERAL PROVISIONS

A. LINES AND GRADES. The Contractor must furnish lines and grades in accordance with Section 1.06.27 of the NYCDOT Standard Highway Specifications, except that survey controls established for this project may no longer exist and the Contractor will be required to re-establish the survey control information using official Borough Survey Control Monuments and Bench Marks, where they exist. The Contractor must check with Topographic Section of the Borough President's Office as to the reliability and accuracy of the data to be used for lines and grades.

B. SPECIFIC TRAFFIC STIPULATIONS. Under this contract, the Contractor must perform the work in strict accordance with the requirements of Section 6.70 in the Standard Highway Specifications, specific traffic stipulations as called for on the plans, Office of Construction Mitigation and Coordination (OCMC) Traffic Stipulations attached to the end of these Special Provisions, and the directions of the Engineer. In case of a conflict, the Engineer's decision will be final.
The Contractor must plan and schedule the work in order to accommodate all special events listed in the NYCDOT Special Events Annual Calendars. The calendars are available at the following link:

https://nycdot.sharepoint.com/:f:/s/publicshare/Ei2XN4G99_JFkdrtjD_cJ0QBtSPr2xhVrApcqAs1KSLpeA?e=j276PF

In addition, the cost of compliance with requirements of the OCMC Traffic Stipulations, unless otherwise provided for, will be deemed included in the prices bid for all scheduled items..

C. HOLIDAY CONSTRUCTION EMBARGO. A special Holiday Construction Embargo will be in effect on the Friday of the week preceding Thanksgiving Day week from 6:00 AM to 11:59 PM and again from the Monday of Thanksgiving Day week from 6:00 AM through January 2, at 11:59 PM. Roadway and sidewalk construction activities will be restricted during the embargo period on the streets listed below*.

Any permits issued prior to the date of this notice, for work during this embargo period on the streets listed below* which do not already have the permit stipulation "410" are hereby suspended for the period noted above. All permittees must comply with this embargo unless a special waiver is granted by OCMC. Waiver requests must be filed at least thirteen days before Thanksgiving Day, in the Permit Office by filing a "Request for Roadway/Sidewalk Permits During "Embargo Periods" and submitting supporting documentation. Waiver requests should only be submitted for critical reasons for a specific project. If a waiver is granted, the applicant will be notified so they can apply for the approved permits. Waivers **are not** required for ongoing Building Construction Activity Permits which already include the "410" permit stipulation. Waiver request forms may be obtained at any Permit Office or on the Department of Transportation's website at:
http://www.nyc.gov/html/dot/downloads/pdf/holidayembapp.pdf
Prior to this embargo period all necessary measures must be taken so that all roadways and sidewalks are in proper condition to allow for the expeditious and safe movement of vehicular, bicycle and pedestrian traffic. Tool carts, cable reels, containers, and material stored on roadways must be removed during the embargo period.

The opening of utility access covers is prohibited on any of the streets noted below** between the hours of 6:00 AM and midnight unless the utility or Contractor files for an Emergency Authorization Number as required by Section 2-07 of the Department of Transportation's Highway Rules. The planned opening of utility access covers may occur during the hours of 12:01 AM and 5:59 AM where no authorization number is required.

Temporary restoration of the streets and sidewalks and removal thereof, if required for the Holiday Embargo period, will be paid for under the appropriate scheduled items.

No extension of time due to the shutdown period will be granted to the Contractor for completion of the work.

*** Please note that this embargo only applies to NYCDOT construction permits.**
**** List of street and maps of the affected locations are available by borough on the Department of Transportation's website at: http://www.nyc.gov/html/dot/html/motorist/trafalrt.shtml**

D. CONTRACT ITEMS THAT INCLUDE BACKFILL AS A PART OF THEIR WORK. The following will pertain to all contract items that have backfill as a part of their work: Backfilling will comply with Subsection 4.11.3 of the Standard Specifications and no additional payment will be made for any Highway or Street Lighting work item requiring Contractor to furnish additional fill material to meet these requirements when backfilling.

E. ACCELERATED PROJECT SCHEDULE AND COMBINATION OF STAGES. Contractor will plan and/or stage his/her work schedule using all hours/days available. Contractor is advised that all applicable unit prices will include, for the purpose of this contract, all overtime costs, premium time costs, shift differentials required to complete construction within the specified "Time(s) of Completion" stipulated in this contract.

Contractor will be permitted to accelerate this project, to combine stages and/or work sequences. Any such changes will be shown in the construction schedule, to be furnished in accordance with the General Provisions of the Standard Specifications.

F. DISPOSAL OF EXCESS EXCAVATED MATERIAL. All excess excavated material, with the exception of contaminated material, will become the property of the Contractor and will be properly disposed of away from the site, at the Contractor's expense. Contaminated material will be disposed of separately in accordance with contract requirements.

G. NO EXTENSION OF TIME FOR WINTER SHUT-DOWN. Where the Contractor's approved work schedule for installing sidewalk, curb, roadway base and/or pavement falls within the winter period of December 1st through April 1st, the Contractor will NOT be granted an extension of time for completion of this contract due to the winter shut-down period, unless otherwise provided in Schedule A.

H. PRIVATE UTILITY HARDWARE ADJUSTMENTS. will be performed by the owning utility company or its agent, at its expense. The Contractor must notify the utility company 72 hours prior to start of work at each location where its hardware requires adjustment.

I. SURVEY MONUMENTS. When working in the vicinity of survey monument the Contractor will hand excavate per Item 8.02 AB-S, 8.02 A and 8.02 B (as applicable), at City Survey Monuments, for a distance of five (5) feet around each monument, as directed by the Engineer.

J. RESTORATION OF ADJACENT AREAS. The Contractor will be required to remove all form work. In planting strip areas, the Contractor will be required to restore areas damaged as a result of the Contractor's operations, to the satisfaction of the Engineer, with sod. The Contractor will also, as directed by the Engineer, make safe adjacent areas to the Contractor's work, such as: restoring missing or damaged pavement markings that were removed or damaged as a result of the Contractor's operations (as per requirements of Section 6.44 in the Standard Specifications); resetting granite blocks in tree pits; and, applying binder mixture (Item 4.02 CA or as applicable) where badly broken sidewalk or curb may create a dangerous condition just outside his area of operation, where and when directed by the Engineer.

All restoration work must be performed to the satisfaction of the Engineer.

K. FLAGGERS. The Contractor is notified that wherever the Item No. "6.52" and words "flagger", "flagperson" and "flagman" are used in the contract documents and drawings it will mean the Item No. "6.52 CG" and the words "Crossing Guard", respectively. The Contractor is advised that until the Comptroller of the City of New York sets a prevailing wage rate for crossing guards, there are no prevailing wage rates for crossing guards.

For projects that require compliance with the Davis-Bacon Act, wherever the Item No. “6.52” and words “flagger”, “flagperson” and “flagman” are used in the contract documents and drawings it will mean the Item No. “6.52 FED” and the words “Uniformed Flagperson”, respectively.

L. FUEL COST. The Contractor is notified that the fuel cost per gallon used in the formula under Sub-Article 26.2.8 of the Standard Construction Contract for Extra Work will be derived from the fuel price index for the United States East Coast published weekly by the United States Energy Information Administration (“USEIA”), and available on its website at **http://www.eia.gov/petroleum/gasdiesel/.** The USEIA-published cost per gallon for the applicable fuel on the East Coast for the week in which the first day of each calendar quarter during the contract term occurs (i.e., January 1st, April 1st, July 1st and September 1st) will be used in the reimbursement formula for all **Extra Work** invoiced that was performed during that calendar quarter. Should the USEIA stop publishing this fuel price index, the fuel cost per gallon will be determined by reference to a substitute index to be agreed upon by the Contractor and the City.

M. NYCDPR CONSTRUCTION PERMITS AND OTHER REQUIREMENTS.

1. At least thirty (30) days prior to the upcoming start of construction at or near the New York City Department of Parks and Recreation (NYCDPR) land , the Contractor is required to issue a notice to NYCDPR about the start of construction activity. At least 30 days in advance of the Order to Work Date, the Contractor must notify the New York City Department of Parks and Recreation (NYCDPR) of the upcoming start of construction by emailing interagency@parks.nyc.gov.

2. Parks Construction Permits are required for all work on Parkland. Construction Permits may also be required for work on sidewalks adjacent to Parks properties or other areas maintained by NYCDPR such as Greenstreets depending on the scope of work. It is the Contractor’s responsibility to coordinate with Parks via email at **interagency@parks.nyc.gov** to establish whether Construction Permits are required for the contract scope of work.

3. The Contractor will not be permitted to store, stage, stockpile, barricade, lay down construction materials or equipment, or otherwise impede access to Parkland, Greenstreets, or sidewalks in the right-of-way fronting Park properties unless such permission is granted by NYCDPR via issuance of a Parks Construction Permit.

4. The Contractor must obtain the necessary Parks Construction Permit from NYCDPR prior to the start of work on Parkland or areas under Parks’ jurisdiction. The Construction Permit application is found online at https://www.nycgovparks.org/permits/construction.

5. When no Construction Permit is required, the contactor must notify Parks at interagency@parks.nyc.gov at least one week in advance of any construction adjacent to Greenstreets or in the right-of-way fronting Parks properties to allow for coordination as needed.

6. The Contractor is responsible for the protection of any Greenstreets, sidewalks, and other landscape features under NYCDPR jurisdiction that are adjacent to or enclosed by the construction area, including hardscape, landscape, shrubs, and trees. Any areas and features disturbed or damaged during construction activity are the responsibility of the Contractor to restore and repair.

7. Many NYCDPR properties are indicated on the publicly accessible online mapping resource of the New York City Department of Information Technology and Telecommunications (DOITT) at **http://maps.nyc.gov/doitt/nycitymap**/. However, the map is not exhaustive, and Contractors should confirm Parks properties in the vicinity of their work with NYCDPR.

8. The Contractor must take necessary precautions to prevent interference with or damage to utilities or other facilities during construction. The cost of all work connected with maintaining and protecting utilities affected by the work be borne by the Contractor and the cost will be deemed included in the price bid for the various items in the contract.

9. In the event the Contractor damages an existing utility or interrupts utility service, the Contractor will immediately notify its owner and the Engineer and must commence repair/replacement work as instructed by the Engineer.

10. In the event the Contractor causes an interruption in utility service, the Contractor will immediately arrange for service to be restored and may not cease the repair work until service is restored. The Contractor will not continue work until the service is restored, unless otherwise directed by the Engineer. All corrective utility work will be acceptable to the engineer and the subject utility owner.

11. If any utility service or connection of unknown ownership is encountered during construction which appears to enter or serve Parkland, Contractor must contact Parks at **interagency@parks.nyc.gov** to inquire if Parks is the owner of such utility.

N. START OF CONTRACT WORK. The Contractor is notified that a Notice To Proceed (NTP) date will be issued for work to commence within 21 to 30 Days of Contract Registration.

O. STANDARD WORKING HOURS: In absence of OCMC Traffic Stipulations, Section 1.06.23 (P) of NYC DOT STANDARD HIGHWAY SPECIFICATIONS regarding standard working hours is to be followed is to be followed. Work performed outside the standard working hours must be pre-approved by NYC DDC.

P. TREE BARRIERS. The Contractor will furnish, install, maintain and subsequently remove temporary Protective Tree Barriers. Protective Tree Barriers will be Type B, unless otherwise directed by the Engineer, and will be constructed and installed as shown on the Protective Tree Barrier sketch in Department Of Transportation, Standard Highway Details Of Construction, Drawing No. H-1046A, as directed by the Engineer, and in accordance with Department of Parks and Recreation requirements.

Price of the tree barriers must be included in the in the unit prices bid for all scheduled items.

Q. UTILITIES. All utility locations and invert elevations are not guaranteed, nor is there any guarantee that all existing utilities, whether functional or abandoned within the project area are shown.

R. HOUSE CONNECTIONS. All existing house connections will be maintained and supported during construction. The Contractor will replace any existing house connection damaged as a result of the Contractor's construction operations as ordered by the Engineer at no cost to the City.

S. STREET LIGHT AND TRAFFIC SIGNAL. The Contractor is responsible for any damage to the existing street lighting and traffic signal equipment, including underground conduits and the safety of both pedestrian and vehicular traffic for the duration of the contract.

Should any conduits, cables or foundations need repair due to the Contractor's negligent operations during construction, all work will be performed according to NYCDOT Bureau of Traffic's Standard Drawings and Specifications and City of New York DOT System Engineering Specifications (dated November 2013) at the sole expense of the Contractor.

It is the Contractor's responsibility to secure an approved electrical Contractor to perform all traffic signal work (if any). For list of approved electrical Contractors, contact Mr. Hasib Amini or James Celentano, New York City Department of Transportation at (212) 839-3386/ (212) 839-3129.

T. SAW CUT. The Contractor is advised that where the existing roadway pavement is designated to be replaced from curb to curb, then no full depth saw cutting of pavement for sewer and water main trenches will be required, except at the limits of full width pavement restoration. No separate or additional payment will be made for any saw cutting.

U. PRE-CONSTRUCTION STAGE. The Contractor is advised that the Base Contract Duration (consecutive calendar days "ccds") must also include pre-construction stage from the Notice To Proceed date. During this stage the Contractor is required to submit the necessary shop drawings, obtain all permits and submit the health and safety plan for review and approval. The Engineer's field office will also need to be established during this pre-construction stage period. Failure to comply with the pre-construction stage requirements may result in assessing liquidated damages to the Contractor for everyday beyond the pre-construction stage duration. The liquidated damage will be of equivalent value as identified in the Schedule A for work beyond the construction completion date.

V. EXISTING SEWERS, WATER AND APPURTENANCE. The Contractor is notified that at some locations there may exists sewers, manholes, water mains, etc., which are to remain undisturbed and are in close proximity to the line of the proposed work. The Contractor exercise extreme care, minimize the trench width of the proposed sewers and take all necessary precautions in placing sheeting and during excavation of the trenches to prevent any damage to the existing structures, pavement, curbs, and sidewalks that are to remain while working adjacent to them. The Contractor maybe restricted to use wood sheeting at certain critical locations as directed by the Engineer. Should any damage occur to any portion of the existing structures that are to remain due to the Contractor's operations, the Contractor will make all repairs to the existing structures to the satisfaction of and as directed by the Engineer. The cost of such repair will be borne by the Contractor, at no cost to the City. Additional cost to use wood sheeting specifically to ensure integrity of existing sewer structures will be deemed included in all bid items for work.

W. RECONNECTING EXISTING SEWERS TO NEW MANHOLES. If there are locations on the contract plans, where the Contractor is required to reconnect all existing sewers to the proposed manholes in this contract. The said manholes will be fabricated to provide openings for the existing sewers at the specified invert elevations as shown on the contract drawings. The cost of reconnecting existing sewer pipes to new manholes, including concrete collar with steel reinforcements and/or grouting around the existing sewer pipes at the openings and all work necessary to complete the pipe reconnection, to the satisfaction of the Resident Engineer will be deemed included in the prices bid for all items of work. No additional payment will be made.

[ARTICLE "X" IS ONLY APPLICABLE IF ITEMS FOR VIBRATION MONITORING ITEM NO. 76.31 IS IN THE BID SCHEDULE]

X. VIBRATION MONITORING. In case of structures requiring vibration monitoring, the Contractor, in addition to Continuous Real Time Monitoring for Vibrations as determined in the Construction Report must provide Continuous Real Time Monitoring for Vibrations of existing buildings/structures adjacent to or in the proximity of different types of construction activities being conducted including, but not limited to, installation of sheeting for construction of proposed water and sewer mains, installation of sheeting for excavation of jacking/receiving pits, direct jacking of sewers, piling work or as directed by the Engineer.

Y. CITY ASSETS. The Contractor is advised that any City owned light poles, traffic signals, street name signs, traffic signs and encumbrances including, but not limited to, underground conduit

displaced as the result of the installation of the new sewers, water mains, catch basins, catch basin connections and appurtenances will be replaced in kind and as directed by the Engineer. The cost of such work will be deemed included in the prices bid for all items of work under this contract.

[ARTICLE "Z" IS ONLY APPLICABLE FOR WATERMAIN 24-INCHES AND HIGHER]

Z. "AS-BUILT" DRAWINGS FOR WATER MAINS AND APPURTENANCES 24-INCHES (600-MM.) AND LARGER: Upon the completion of the work for each Capital Project and as a condition precedent to obtaining the certificate for Substantial Completion for each Capital Project under Article 44 of the Contract, the Contractor will furnish "As-Built" drawings for water mains and appurtenances 24-inches and larger to the City. The Contractor will prepare and submit the "As-Built" record drawings to the Engineer for approval. Approved "As-Built" drawings will be delivered to the Department of Design and Construction, 30-30 Thomson Avenue, Long Island City, New York, 11101-3045. The following guideline is provided for the preparation of "As-Built" record drawings:

1. The Contractor will prepare the "As-Built" drawings on AutoCAD and will provide to the City two (2) sets of Mylar and AutoCAD files on a CD. The drawings on CD's and the plotted Mylar's will conform to the standard size of 22" x 36" (559-mm. x 914-mm.) using a 1"=30' (1:360) horizontal and 1"=10' (1:120) vertical scale. The Mylar will be 3-mil in thickness.

2. The "As-Built" drawings will include but not be limited to the following guidelines summarized below:

(a) Drawings will consist of the same legend and layout of title boxes shown on the contract drawings.

(b) Each plotted Mylar drawing will contain the signature and stamp of the Contractor's NYS Professional Engineer/Registered Architect.

(c) The drawings will include:

- street name and crossing street(s) or distance from;
- north arrow;
- property lines and widths;
- legal and existing street widths, street alignment and grades;
- "new" curb lines and widths;
- water main center line measured off the "new" curb line;
- horizontal stationing for all valves, hydrants, outlets, blow-offs, house service connections, etc., measured on a horizontal line as established by the Borough Office Bureau of Topographic;
- alignment and appurtenance location stationing, and deflection angles;
- cover and elevations (Datum used will be that of the Borough where work is located);
- location of pipe joints;
- profile of all piping;
- complete details of all outlet piping roundabouts;

- complete details of all blow-off connections to the sewer;
- complete details of all air cocks;
- location of taps and access manholes;
- location of all cathodic protection stations;
- Venturi sensing lines plans and profiles;
- all appropriate notes.

3. The cost of preparing and submitting “As-Built” approved drawings will be deemed included in the prices bid for all scheduled bid items in the contract. No separate or additional payment will be made for this work.

AA. NO ADDITIONAL PAYMENT. The Contractor is advised that any fences, guardrails, boulders, asphalt walkway of the park, fixtures, other encumbrances removed within project limits during construction will be replaced in kind to the satisfaction of the Engineer. The cost of such work will be deemed included in the prices bid for all contract items of work and no additional or separate payment will be made.

AB. SHEETING AND EXCAVATION AT TRANSIT FACILITIES. In case of transit facilities like MTA, LIRR, METRO NORTH etc., the Contractor will exercise extreme caution and take all necessary precautions in placing sheeting and excavation to prevent any damage to the existing underground or overhead structures and its appurtenances during construction work throughout the project area. The Contractor must take full responsibility to protect the said structures and its appurtenances and any damage caused by the Contractor’s operations must be made good by the Contractor to the satisfaction of the Engineer at no additional cost to the City.

The Contractor must submit shop drawings to the Transit facilities showing all the details and methods of construction, such as, sheeting and bracing, including the Contractor’s procedure and sequence of construction, supporting and/or protection of the existing structures and its appurtenances, with necessary design calculations for approval prior to starting of the construction. The design will be made by a New York State Licensed Professional Engineer skilled in this type of construction and as further evidenced by the imprint of Professional Engineer’s seal and signature on all drawings. The cost of this work will be deemed included in the price bid for all items of work under this contract.

AC. ARCHAEOLOGICAL DISCOVERIES. The Contractor is notified that if requested by the Resident Engineer and the City, the Contractor will be required retain the services of an Archaeologist (the "City's Archaeologist") for this project.

The City's Archaeologist will be notified in advance and will be present on site during sub-surface excavations as deemed necessary. The City's Archaeologist will be authorized to halt construction at any time in order to record and/or recover any archaeological resources encountered during excavations, and to stabilize in place any human remains encountered.

For the purpose of evaluating and recording archaeological resources, the City's Archaeologist will be allowed to enter trenches provided all standard safety requirements are met. It is understood that some construction down time may be necessary.

In the event that human remains, and/or other significant archaeological deposits are encountered during construction or archaeological investigations, Landmarks Preservation

Commission (LPC) will be notified as directed by the City's Archaeologist and the State Historic Preservation Office (SHPO) requires that the following protocol is implemented:

1. At all times human remains must be treated with the utmost dignity and respect. Should human remains be encountered work in the general area of the discovery will stop immediately and the location will be immediately secured and protected from damage and disturbance.

2. Human remains or associated artifacts will be left in place and not disturbed. No skeletal remains or materials associated with the remains will be collected or removed until appropriate consultation has taken place and a plan of action has been developed.

3. The County coroner and local law enforcement as well as the SHPO and the involved agency will be notified immediately. The coroner and local law enforcement will make the official ruling on the nature of the remains, being either forensic or archeological. If the remains are archeological in nature, a bio-archaeologist will confirm the identification as human.

4. If human remains are determined to be Native American, the remains will be left in place and protected from further disturbance until a plan for their protection or removal can be generated. The involved agency will consult SHPO and appropriate Native American groups to determine a plan of action that is consistent with the Native American Graves Protection and Repatriation Act (NAGPRA) guidance.

5. If human remains are determined to be Euro-American, African- American, etc., the remains will be left in place and protected from further disturbance until a plan for their avoidance or removal can be generated. Consultation with the SHPO and other appropriate parties will be required to determine a plan of action.

Should extra work be ordered by the Resident Engineer as a result of any archaeological discoveries, it will be paid for from the Fixed Sum included in, and in accordance with Item HW-908 Allowance for Extra Work Due To Archaeological Discoveries.

AD. USE OF CITY WATER. Please refer to NYCDOT STANDARD HIGHWAY SPECIFICATIONS (May 16, 2022), Sub Section 1.06.23 (A), Rules, Laws, and Requirements, for use of City water.

AE. PUBLIC DISSEMINATION OF INFORMATION. The Contractor agrees to hold confidential, both during and after the completion or termination of this Contract, all of the reports, information, or data, furnished to, or prepared, assembled or used by, the Contractor under this Contract. 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. The Contractor agrees that such reports, information, or data will not be made available to any person or entity without the prior written approval of the Commissioner. The obligation under this Section to hold reports, information or data confidential will not apply where the Contractor is legally required to disclose such reports, information or data by virtue of a subpoena, court order or otherwise (“disclosure demand”), provided that the Contractor complies with the following: (1) the Contractor will provide advance notice to the

Commissioner, in writing or by e-mail, that it received a disclosure demand for such reports, information or data and (2) if requested by the Commissioner, the Contractor will not disclose such reports, information or data until the City has exhausted its legal rights, if any, to prevent disclosure of all or a portion of such reports, information, or data. The previous sentence will not apply if the Contractor is prohibited by law from disclosing to the City the disclosure demand for such reports, information or data.

The Contractor will 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 Contract.

The Contractor, and its officers, employees, and agents will notify the Commissioner, at any time either during or after completion or termination of this Contract, 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 Contract 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.

At the request of the Commissioner, the Contractor will return to the Commissioner 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 will notify the Commissioner 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 will confer with the Commissioner, in good faith, regarding any issues that arise from the Contractor retaining such confidential information. If the Commissioner does not request such information, or the Law does not require otherwise, such information will be maintained in accordance with the requirements set forth in the Contract Documents.

AF. PRICES TO INCLUDE. No direct payment will be made for costs incurred in complying with the foregoing Special Provisions, unless otherwise provided. Said costs will be deemed to have been included in the prices bid for all the scheduled contract items.

(B) HIGHWAY PROJECT SPECIFIC PROVISIONS

1. SPECIAL EVENTS. Where the Contractor is notified of a Special Unscheduled Event, such as a civic parade or other official activity, party, etc., then the Holiday Embargo restrictions under Article C, above, shall apply. Temporary restoration of the streets and sidewalks and subsequent removal, if required, for those Special Unscheduled Event periods will be paid for under the appropriate scheduled items 4.02 CB and 6.02 AAN and the Contractor will be granted an extension of time, for the completion of the work, equal to the duration of the ordered shutdown.

2. THE CONTRACTOR IS NOTIFIED that should human remains be encountered during the course of work, the work must be stopped immediately pending the Office of Chief Medical Examiner and the New York Police Department notification and review.

The following Subsections 3 through 4 are required for all the projects with Pedestrian Ramps construction.

3. INSPECTION FORM / TECHNICAL INFEASIBILITY FORM (TIF).

A. Prior to the determination of Substantial Completion for the Project, all locations with pedestrian ramps constructed under this Contract must be substantially completed and accompanied by an approved Pedestrian Ramp Inspection and Sidewalk Management System (PRISM) inspection form and where applicable, approved technical infeasibility form(s).

B. The approved PRISM inspection form will be the determination made by the Engineer informing the Contractor that the pedestrian ramps are accepted or rejected as non-compliant with Contract Specifications and thereby instructing the Contractor to reconstruct the rejected pedestrian ramps at no cost to the City.

C. Prior to concreting a pedestrian ramp, if any location cannot be built compliant due to existing structures, topography or trees, then the Contractor must immediately request the presence of the Resident Engineer during the framing phase. The Contractor will layout the ramp by placing nail stakes at all grade changes (ramp, landing, sidewalk approaches etc.) in the concrete sidewalk, and explain to the Resident Engineer which elements of the ped ramp cannot be built compliant and why. The Resident Engineer will either approve or disapprove the request for Technical Infeasibility and document such decisions. The Contractor is then required to complete a Technical Infeasibility form (TIF) no later than two (2) weeks after construction. All TIFs submitted to the Engineer must be signed and sealed by a licensed Professional Engineer registered in New York State. No separate payment will be made to the Contractor for services of Professional Engineer and the price to be deemed included into the price of all pedestrian ramp items. All TIFs must be approved by the Engineer otherwise the pedestrian ramp must be re-installed to be ADA compliant at no additional cost to the City.

The PRISM inspection form may be found at the following website:
https://www.nycpedramps.info/sites/default/files/2023-03/TI_23-001_Pedestrian_Ramp_Inspection_Application_PRISM.pdf

The TIF may be found at the following website:
https://www.nycpedramps.info/sites/default/files/2023-01/DOT_Technical-Infeasibility-Form_v2.0.pdf

4. ITEM 6.44 - The NYC DOT Standard Specifications Section 6.44.3(F) entire text is modified herein as following:

Preformed reflectorized pavement markings from NYSDOT Approved List 727-04 may be used for all pavement marking restorations, at no extra cost.

5. PRICES TO INCLUDE. No direct payment will be made for costs incurred in complying with the foregoing Special Provisions, unless otherwise provided. Said costs will be deemed to have been included in the prices bid for all the scheduled contract items.

6. OCMC TRAFFIC STIPULATIONS

NEW YORK CITY DOT

Department of Transportation

Ydanis Rodriguez, Commissioner

OCMC TRAFFIC STIPULATIONS **August 18, 2023**

OCMC FILE NO: BXEC-22-814
CONTRACT NO: HWX402
PROJECT: RECONSTRUCTION OF BRUNER AND ELY AVENUES
LOCATION(S): BOROUGH OF THE BRONX

PERMISSION IS HEREBY GRANTED TO THE **METROPOLITAN TRANSPORTATION AUTHORITY, STATE OF NEW YORK** AND ITS DULY AUTHORIZED AGENT, TO ENTER UPON AND RESTRICT THE FLOW OF TRAFFIC AT THE LOCATION(S) BELOW FOR THE PURPOSE OF CARRYING OUT THE ABOVE NOTED PROJECT, SUBJECT TO THE STIPULATIONS, AS NOTED BELOW:

I. SPECIAL STIPULATIONS

A. **EMBARGOES** – A CONSTRUCTION EMBARGO WILL APPLY TO THOSE LOCATIONS BELOW WHICH FALL WITHIN THE **HOLIDAY EMBARGO** OR ANY OTHER SPECIAL EVENT EMBARGOES PUBLISHED BY THE BUREAU OF PERMIT MANAGEMENT AND CONSTRUCTION CONTROL.

B. **BIKE LANES** – FOR ANY WORK IN OR AFFECTING A BIKE LANE, THE PERMITTEE MUST COMPLY WITH THE **NEW GUIDELINES FOR THE MAINTENANCE & PROTECTION OF TRAFFIC PLAN FOR CYCLING**, WHICH ARE AVAILABLE AT:

https://www1.nyc.gov/html/dot/downloads/pdf/bike-mpt-guidelines.pdf

C. **BIKE SHARE STATIONS:** THE PERMITTEE SHALL NOT REMOVE, RELOCATE, DAMAGE OR DISRUPT THE OPERATION OF EXISTING BIKE SHARE STATIONS WITHOUT FIRST CONTACTING NYC BIKE SHARE AT 855-245-3311 FOR THEIR REQUIREMENTS PRIOR TO COMMENCING WORK.

D. **CITYBENCH:** THE PERMITTEE SHALL NOT REMOVE, RELOCATE, DAMAGE OR DISRUPT AN EXISTING CITYBENCH WITHOUT FIRST CONTACTING NYC DOT AT 212-839-6569, OR VIA EMAIL AT CITYBENCH@DOT.NYC.GOV PRIOR TO COMMENCING WORK.

E. **PROTECTION OF NYC DEP GREEN INFRASTRUCTURE:** THE PERMITTEE SHALL TAKE PRECAUTION OF NYC DEP GREEN INFRASTRUCTURE IN THE RIGHT-OF-WAY. PERMITTEE MUST CONTACT NYC DEP 48 BUSINESS HOURS BEFORE CONSTRUCTION STARTS AT **GIUTILITY@DEP.NYC.GOV** FOR FURTHER INSTRUCTION ON HOW TO PROCEED. ALSO, THE PERMITTEE MUST FOLLOW NYC DEPS GREEN INFRASTRUCTURE PROTECTION REQUIREMENTS AT **HTTPS://WWW1.NYC.GOV/SITE/DEP/WATER/GREEN-INFRASTRUCTURE.PAGE**. PERMITTEE IS RESPONSIBLE FOR RESTORATION, REPLACEMENT, OR RECONSTRUCTION OF DAMAGED DEP GREEN INFRASTRUCTURE ASSETS IMPACTED BY THE PERMITTEE AS DIRECTED BY DEP.

F. **PROTECTION OF NYC DEP PERMEABLE PAVEMENT:** THE PERMITTEE SHALL TAKE PRECAUTION OF NYC DEP PERMEABLE PAVEMENT IN THE RIGHT-OF-WAY. PERMITTEE MUST CONTACT NYC DEP 48 BUSINESS HOURS BEFORE CONSTRUCTION STARTS AT **GIUTILITY@DEP.NYC.GOV** FOR FURTHER INSTRUCTION ON HOW TO PROCEED. ALSO, THE PERMITTEE MUST FOLLOW NYC DEP GREEN INFRASTRUCTURE PROTECTION REQUIREMENTS AVAILABLE AT **HTTPS://WWW1.NYC.GOV/SITE/DEP/WATER/GREEN-INFRASTRUCTURE.PAGE**. PERMITTEE IS RESPONSIBLE FOR RESTORATION, REPLACEMENT OR RECONSTRUCTION OF DAMAGED DEP GREEN INFRASTRUCTURE ASSETS IMPACTED BY THE PERMITTEE AS DIRECTED BY DEP.

G. **BUS STOPS** – THE PERMITTEE SHALL PROVIDE WRITTEN NOTICE TO NYC DOT OCMC AND NEW YORK CITY TRANSIT (NYCT) A MINIMUM OF FIVE (5) WEEKS IN ADVANCE FOR LANE/STREET CLOSURES THAT AFFECT BUS ROUTES/BUS STOPS.

H. **STREETLIGHTS / TRAFFIC SIGNALS:** THE PERMITTEE SHALL NOT REMOVE OR RELOCATE EXISTING STREET LIGHTS OR TRAFFIC SIGNALS WITHOUT FIRST OBTAINING APPROVAL FROM NYCDOT STREET LIGHTING / TRAFFIC SIGNALS UNIT.

I. **TRAFFIC CAMERAS, DETECTION/COMMUNICATION EQUIPMENT:** IF AT ANY TIME DURING THE APPROVED WORK, THE PERMITTEE ENCOUNTERS TRAFFIC SURVEILLANCE CAMERAS, DETECTION EQUIPMENT OR ANY TYPE OF COMMUNICATION EQUIPMENT (WIRELESS OR HARD-WIRED) ON ANY NYC DOT FACILITY, THAT IS NOT INCLUDED ON THE DESIGN/BUILD DRAWINGS, THE PERMITTEE SHALL IMMEDIATELY NOTIFY NYC DOT TRAFFIC MANAGEMENT BY PHONE AT 718-433-3390 OR 718-433-3340 AND VIA EMAIL AT TMC@DOT.NYC.GOV AND AWAIT DIRECTION PRIOR TO CONTINUING WORK.

J. **METERS** – THE PERMITTEE SHALL NOT REMOVE OR RELOCATE PARKING METERS WITHOUT FIRST OBTAINING APPROVAL FROM NYCDOT PARKING METER DIVISION AT 718-894-8651.

K. **TEST PITS** – THE BELOW TRAFFIC STIPULATIONS DO NOT APPLY TO TEST PIT WORK RELATED TO THIS CONTRACT. WORK HOURS AND OTHER REQUIREMENTS FOR TEST PIT OPERATIONS MAY DIFFER FROM THE STIPULATIONS IDENTIFIED BELOW. THE PERMITTEE SHALL BE REQUIRED TO OBTAIN SEPARATE PERMITS RELATED TO TEST PITS.

L. **TEMPORARY PARKING REGULATIONS/PAVEMENT MARKINGS** – THE PERMITTEE IS REQUIRED TO INSTALL, MAINTAIN AND REMOVE ALL NECESSARY TEMPORARY PARKING AND REGULATORY SIGNS AND PAVEMENT MARKINGS, AND RESTORE THEIR ORIGINAL CONDITION PER NYC DOT STANDARDS, PRIOR TO EXPIRATION OF THEIR PERMITS. THE PERMITTEE OR AGENCY PERFORMING PUBLIC OUTREACH SHALL POST AND MAINTAIN ADVISORY SIGNS A MINIMUM OF 48 HOURS PRIOR TO CHANGING EXISTING PARKING REGULATION SIGNS TO APPROVED TEMPORARY CONSTRUCTION PARKING REGULATION SIGNS. THE ADVISORY SIGNS SHOULD BE POSTED ON ALL POLES AND DRIVE RAILS ON THE SEGMENT AFFECTED, INDICATING THE DATE OF THE CHANGE, THE NEW REGULATIONS AND A TELEPHONE NUMBER TO OBTAIN MORE INFORMATION.

NYC Department of Transportation
Bureau of Permit Management and Construction Control
55 Water Street - 7th Floor, New York, NY 10041
T: 212.839.9637 F: 212.839.8970
www.nyc.gov/dot

I. SPECIAL STIPULATIONS (CONTINUED)

M. **ACCESS TO ABUTTING PROPERTIES** – THE PERMITTEE SHALL COORDINATE ALL ACTIVITIES WITH ABUTTING PROPERTY OWNERS TO ENSURE ACCESS IS PROVIDED TO/FROM ENTRANCES/DRIVEWAYS AT ALL TIMES.

N. **AUTHORIZED PARKING** – PRIOR TO PERFORMING WORK WHICH IMPACTS AUTHORIZED PARKING, THE PERMITTEE SHALL SUBMIT IN WRITING, AND COPY OCMC-STREETS, A REQUEST TO OCCUPY SPACE CURRENTLY USED BY AUTHORIZED VEHICLES. APPROVAL MUST BE RECEIVED FROM AUTHORIZED PARKING PRIOR TO OCCUPYING THESE AREAS.

O. **NOTIFICATION** – THE PERMITTEE MUST AT LEAST TWO (2) WORKING DAYS BEFORE THE START OF CONSTRUCTION NOTIFY THE NYC FIRE DEPARTMENT, NYC POLICE DEPARTMENT, NYCEMS, LOCAL COMMUNITY BOARD, BOROUGH PRESIDENT'S OFFICE-CHIEF ENGINEER, NYCDOT OCMC OFFICE, AND ALL ABUTTING PROPERTY OWNERS.

P. **CONSTRUCTION INFORMATIONAL SIGNS** – THIS PROJECT REQUIRES A CONSTRUCTION PROJECT INFORMATIONAL SIGN (CPIS) IN ACCORDANCE WITH NYCDOT HIGHWAY RULE SECTION 2-02 (4) AND (5). CRITERIA AND A PROTOTYPE FOR THIS SIGN MAY BE FOUND ON THE NYCDOT WEBSITE AT:

HTTP://WWW.NYC.GOV/HTML/DOT/DOWNLOADS/PDF/DOT_CPIS_DIRECTIONS.PDF

Q. **ENHANCED MITIGATIONS**

- **"NO STANDING ANYTIME-TEMPORARY CONSTRUCTION" SIGNS** AND TEMPORARY PAVEMENT MARKINGS SHALL BE INSTALLED AND MAINTAINED AS WARRANTED BY THE MAINTENANCE AND PROTECTION OF TRAFFIC (MPT) REQUIRED TO FACILITATE TRAFFIC MOVEMENTS THROUGH THE WORK ZONE. ALL TEMPORARY SIGNS AND PAVEMENT MARKINGS SHALL BE REMOVED UPON COMPLETION OF THE PROJECT.
- **COMMUNITY OUTREACH** SHALL BE PROVIDED FOR THE DURATION OF THE PROJECT.

II. MAINTENANCE AND PROTECTION OF TRAFFIC

A. BARTOW AVENUE BETWEEN ELY AVENUE AND BRUNER AVENUE

B. BARTOW AVENUE BETWEEN BRUNER AVENUE AND WICKHAM AVENUE

C. BARTOW AVENUE BETWEEN ELY AVENUE AND GRACE AVENUE

1. During curb and sidewalk reconstruction:
   - Work hours shall be 8am to 5pm, Monday through Saturday.
   - The contractor shall maintain a clear 5'-wide pedestrian walkway on the sidewalk.
   - The contractor shall maintain three 11'-wide travel lanes—one eastbound and two westbound—and one 8'-wide parking lane on the side of the street opposite the work. After work hours, restore the fourth travel lane (eastbound) to an 11' width, and occupy an 8' width adjacent to the curb.
   - The contractor shall work up to 100 linear feet at a time.
   - The contractor shall maintain access to driveways.
   - Ely/Bruner segment: When working on the south curb, the contractor shall coordinate with the business on block for work impacting curb cut/egress in front of gate.
2. During resurfacing work:
   - Work hours shall be 10pm to 6am, Monday through Friday.
   - The contractor shall maintain two 11'-wide lanes, one in each direction, and one 8'-wide parking lane on the opposite side of the street. After work hours, the full width of the roadway must be restored.

D. INTERSECTION OF BARTOW AVENUE AND BRUNER AVENUE

E. INTERSECTION OF BARTOW AVENUE AND ELY AVENUE

1. During curb and sidewalk reconstruction:
   - Work hours shall be 8am to 5pm, Monday through Saturday.
   - The contractor shall maintain a clear 5'-wide pedestrian walkway on the sidewalk.
   - On Bartow Avenue, the contractor shall maintain three 11'-wide travel lanes—one eastbound and two westbound—and one 8'-wide parking lane on the side of the street opposite the work. After work hours, restore the fourth travel lane (eastbound) to an 11' width, and occupy an 8' width adjacent to the curb.
   - On Bruner and Ely Avenues, the contractor shall maintain two 11'-wide travel lanes, one in each direction.
   - Work at corners shall be performed one at a time per intersection, shall not extend into the roadway more than an 8' width adjacent to the curbs, and shall not impede sightlines to contiguous streets. The contractor shall maintain pedestrian access to crosswalks.
2. During resurfacing work:
   - Work hours shall be 10pm to 6am, Monday through Friday.
   - On Bartow Avenue, the contractor shall maintain two 11'-wide lanes, one in each direction, and one 8'-wide parking lane on the opposite side of the street. After work hours, the full width of the roadway must be restored.

II. MAINTENANCE AND PROTECTION OF TRAFFIC *(continued)*

- On Bruner and Ely Avenues, the contractor shall maintain one 12'-wide travel lane for two-way traffic and use flaggers to direct traffic. After work hours, the full width of the roadway must be restored.

F. ELY AVENUE BETWEEN BARTOW AVENUE AND ALLERTON AVENUE

1. Watermain and water connection construction
   - Work hours shall be 7am to 6pm, Monday through Friday.
   - The contractor shall maintain two 11'-wide lanes, one in each direction. After work hours, the contractor shall restore the full width of the roadway.
   - The contractor may occupy a width of 8' and up to 25 linear feet adjacent to a curb for staging of equipment and materials after work hours.
   - The contractor shall maintain a 5'-wide pedestrian walkway on the sidewalk during sidewalk connections.
2. Catch basin construction
   - Work hours shall be 8am to 6pm, Monday through Friday.
   - The contractor shall maintain one 11'-wide lane for two-way traffic using certified flaggers at each end of the work zone to assist the passage of vehicles. After work hours, the contractor shall backfill or plate over trenches to restore two 11'-wide lanes, one in each direction.
   - The contractor shall maintain a 5'-wide pedestrian walkway on the sidewalk.
3. During curb, sidewalk, and roadway reconstruction, the contractor shall apply for Full Roadway Closures using OCMC procedure. FRCs may occur a maximum of two times, overnight, and the contractor must restore the full width of the roadway after work hours. Maintain vehicular and pedestrian access to building/property egress during closure.

G. INTERSECTION OF ELY AVENUE AND ALLERTON AVENUE

1. During curb, sidewalk, and roadway reconstruction, the contractor shall apply for Full Roadway Closures using OCMC procedure. FRCs may occur a maximum of two times, overnight, and the contractor must restore the full width of the roadway after work hours. Maintain vehicular and pedestrian access to building/property egress during closure.

H. ALLERTON AVENUE BETWEEN ELY AVENUE AND BRUNER AVENUE

1. Watermain and water connection construction
   - Work hours shall be 7am to 6pm, Monday through Friday.
   - The contractor shall maintain two 11'-wide lanes, one in each direction. After work hours, the contractor shall restore the full width of the roadway.
   - The contractor may occupy a width of 8' and up to 25 linear feet adjacent to a curb for staging of equipment and materials after work hours.
   - The contractor shall maintain a 5'-wide pedestrian walkway on the sidewalk during sidewalk connections.
2. Catch basin construction
   - Work hours shall be 8am to 6pm, Monday through Friday.
   - The contractor shall maintain one 11'-wide lane for two-way traffic using certified flaggers at each end of the work zone to assist the passage of vehicles. After work hours, the contractor shall backfill or plate over trenches to restore two 11'-wide lanes, one in each direction.
   - The contractor shall maintain a 5'-wide pedestrian walkway on the sidewalk.
3. During curb, sidewalk, and roadway reconstruction, the contractor shall apply for Full Roadway Closures using OCMC procedure. FRCs may occur a maximum of two times, overnight, and the contractor must restore the full width of the roadway after work hours. Maintain vehicular and pedestrian access to building/property egress during closure.

I. INTERSECTION OF ALLERTON AVENUE AND BRUNER AVENUE

1. During curb, sidewalk, and roadway reconstruction, the contractor shall apply for Full Roadway Closures using OCMC procedure. FRCs may occur a maximum of two times, overnight, and the contractor must restore the full width of the roadway after work hours. Maintain vehicular and pedestrian access to building/property egress during closure.

J. BRUNER AVENUE BETWEEN BARTOW AVENUE AND ALLERTON AVENUE

1. Watermain and water connection construction
   - Work hours shall be 7am to 6pm, Monday through Friday.

II. MAINTENANCE AND PROTECTION OF TRAFFIC *(continued)*

- The contractor shall maintain two 11'-wide lanes, one in each direction. After work hours, the contractor shall restore the full width of the roadway.
- The contractor may occupy a width of 8' and up to 25 linear feet adjacent to a curb for staging of equipment and materials after work hours.
- The contractor shall maintain a 5'-wide pedestrian walkway on the sidewalk during sidewalk connections.

2. Catch basin construction
   - Work hours shall be 8am to 6pm, Monday through Friday.
   - The contractor shall maintain one 11'-wide lane for two-way traffic using certified flaggers at each end of the work zone to assist the passage of vehicles. After work hours, the contractor shall backfill or plate over trenches to restore two 11'-wide lanes, one in each direction.
   - The contractor shall maintain a 5'-wide pedestrian walkway on the sidewalk.
3. During curb, sidewalk, and roadway reconstruction, the contractor shall apply for Full Roadway Closures using OCMC procedure. FRCs may occur a maximum of two times, overnight, and the contractor must restore the full width of the roadway after work hours.

III. GENERAL NOTES

A. **THIS IS NOT A PERMIT**. THIS STIPULATION SHEET MUST BE SUBMITTED WITH ALL REQUESTS FOR PERMITS PERTAINING TO THE ABOVE CONTRACT AND PRESENT AT THE WORK SITE ALONG WITH ALL ACTIVE CONSTRUCTION PERMITS WHEN THE APPROVED WORK IS BEING PERFORMED.

B. THE PERMITTEE MUST COMPLY WITH ALL CONSTRUCTION EMBARGOS ISSUED BY THE NYCDOT INCLUDING THE HOLIDAY EMBARGO.

C. THE PERMITTEE SHALL COMPLY WITH ALL REQUIREMENTS OF THE NYCDOT SPECIAL EVENTS UNIT AS IDENTIFIED BELOW:

1. STREET FAIRS / FESTIVALS

- ALL EXCAVATIONS MUST BE PLATED WITH SKID RESISTANT PLATES.
- PLATES MUST BE RECESSED AND FLUSH WITH PAVEMENT.
- ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
- THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYCDOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYCDOT).
- ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.

2. RUNNING / WALKING / BIKING EVENTS

- ALL EXCAVATIONS MUST BE BACKFILLED AND PAVED OR PLATES MUST BE RECESSED AND PAVED OVER FLUSH WITH PAVEMENT.
- ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
- THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYCDOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYCDOT).
- ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.

3. PARADES

- ALL EXCAVATIONS MUST BE BACKFILLED AND PAVED OR PLATES MUST BE RECESSED AND PAVED OVER FLUSH WITH PAVEMENT.
- FORMATION AND DISPERSAL AREA PLATES MUST BE RECESSED AND FLUSH WITH PAVEMENT (PLATES MUST BE SKID RESISTANT).
- ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
- THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYCDOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYCDOT).
- ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.

4. MAYORAL EVENTS

- ALL EXCAVATIONS MUST BE BACKFILLED AND PAVED OR PLATES MUST BE RECESSED AND PAVED OVER FLUSH WITH PAVEMENT.
- ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
- THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYCDOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYCDOT).
- ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.

D. ALL RELOCATION WORK BY THE UTILITIES SUCH AS; CON EDISON, TELEPHONE, GAS AND CABLE COMPANIES SHALL PRECEDE THE CONTRACTORS' START OF WORK ON ALL AFFECTED ROADWAYS IN THE IMPACTED CONTRACT AREA.

E. THE CONTRACTOR IS ADVISED THAT OTHER CONTRACTORS MAY BE WORKING IN THE GENERAL AREA DURING THE TERM OF THIS STIPULATION. IN WHICH EVENT, THE CONTRACTOR MAY REQUIRE MODIFICATIONS BY THE OCMC-STREETS.

F. THE PERMITTEE IS NOT AUTHORIZED TO ENTER, OCCUPY OR USE ANY PUBLICLY-OWNED OR PRIVATELY OWNED, NON-PAVED, LANDSCAPE OR NON-LANDSCAPED LOCATION WITHOUT SPECIFIC WRITTEN PERMISSION. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A LIMITED-ACCESS ARTERIAL HIGHWAY, **WRITTEN** APPROVAL FROM THE NYCDOT OCMC-HIGHWAYS IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A PUBLIC STREET OR PUBLIC PARK, **WRITTEN** APPROVAL FROM THE NEW YORK CITY DEPARTMENT OF

III. GENERAL NOTES *(continued)*

TRANSPORTATION OR NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF ANY OTHER JURISDICTION SUCH AS PRIVATE PROPERTY, STATE, FEDERAL ETC., IT IS THE PERMITTEE'S RESPONSIBILITY TO DETERMINE THE PROPERTY OWNER AND OBTAIN THE WRITTEN APPROVAL.

G. THE PERMITTEE SHALL ADHERE TO THE NYCDOT BUREAU OF BRIDGES' SPECIAL PROVISIONS FOR LANDSCAPE PROTECTION, MAINTENANCE AND RESTORATION, ITEMS 1.18.15 THROUGH 1.18.19, WHENEVER AND WHEREVER ANY OF THE PERMITTEE'S ACTIVITIES OCCUR WITHIN A LIMITED ACCESS ARTERIAL HIGHWAY RIGHT - OF - WAY.

H. NO DEVIATION OR DEPARTURE FROM THESE STIPULATIONS WILL BE PERMITTED WITHOUT THE PRIOR WRITTEN APPROVAL FROM THE OCMC-STREETS. REQUEST FOR SUCH MODIFICATIONS SHALL BE SUBMITTED TO THE OFFICE OF THE OCMC-STREETS, NEW YORK CITY DEPARTMENT OF TRANSPORTATION, A MINIMUM OF TWENTY (20) DAYS IN ADVANCE FOR CONSIDERATION.

I. FOR ANY CONSTRUCTION ACTIVITY RESULTING IN THE FULL CLOSURE OF A ROADWAY FOR MORE THAN 180 CONSECUTIVE CALENDAR DAYS, THE CONTRACTOR MUST PRODUCE AND SUBMIT A COMMUNITY REASSESSMENT, IMPACT AND AMELIORATION (CRIA) STATEMENT TO NYCDOT PLANNING AND OBTAIN THEIR APPROVAL BEFORE APPLYING FOR PERMITS, IN COMPLIANCE WITH THE PROVISIONS OF **LOCAL LAW 24 STREET CLOSURE LAW.**

J. FOR THIS PROJECT THE CONTRACTOR SHALL FURNISH, INSTALL AND MAINTAIN ALL NECESSARY ADVANCE WARNING AND DETOUR SIGNS, TEMPORARY CONTROL DEVICES, BARRICADES, LIGHTS AND FLASHING ARROW BOARDS IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES," THE TYPICAL SCHEMES INCLUDED IN THIS SPECIFICATION; AND AS ORDERED BY THE ENGINEER-IN-CHARGE AND THE OCMC-STREETS.

K. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING HIS CONSTRUCTION SIGNAGE. THE IDENTIFICATION SHALL INCLUDE THE CONTRACTOR'S NAME, SPONSORING AGENCY NAME AND THE CONTRACT NUMBER. THE IDENTIFICATION SHALL BE PLACED ON THE BACK OF THE SIGN. THE LETTERING SHALL BE THREE (3) INCHES HIGH.

L. THE OCMC-STREETS RESERVES THE RIGHT TO VOID OR MODIFY THESE STIPULATIONS SHOULD CONSTRUCTION FAIL TO COMMENCE WITHIN TWO (2) YEARS OF THE SIGNED DATE OF THESE STIPULATIONS.

DUANE BARRA
DIRECTOR
OCMC

ALEX LUBMAN
PROJECT MANAGER
OCMC

(C) SEWER & WATER MAIN PROJECT SPECIFIC PROVISIONS

(NO TEXT)

(D) GREEN INFRASTRUCTURE PROVISIONS

(NO TEXT)

SW - PAGES

SEWER AND WATER MAIN REVISIONS TO SPECIFICATIONS

NOTICE

The Standard Sewer And Water Main Specifications of the Department of Environmental Protection, Sewer Design Standards of the Department of Environmental Protection, Water Main Standard Drawings of the Department of Environmental Protection, Specifications For Trunk Main Work of the Department of Environmental Protection and the Standard Highway Specifications of the Department of Transportation of The City of New York, must be included as part of the contract documents. These said specifications and standard drawings are hereby revised under the following section headings:

A. NOTICE TO BIDDERS
B. REVISIONS TO THE STANDARD HIGHWAY SPECIFICATIONS
C. REVISIONS TO THE STANDARD SEWER AND WATER MAIN SPECIFICATIONS
D. REVISIONS TO THE SPECIFICATIONS FOR TRUNK MAIN WORK

(NO TEXT ON THIS PAGE)

A. NOTICE TO BIDDERS

(NO TEXT)

B. REVISIONS TO THE STANDARD HIGHWAY SPECIFICATIONS

(NO TEXT)

C. REVISIONS TO THE STANDARD SEWER AND WATER MAIN SPECIFICATIONS

(1) Refer to **Subsection 10.15 - Notice To Utility Companies, Etc., To Remove Structures Occupying Place Of Sewers, Water Mains Or Appurtenances**, Page 19:
Add the following to **Subsection 10.15**:

The concerned utility companies are listed in the utility package herein Volume 3 of 3.

(2) Refer to **Subsection 10.21 - Contractor To Notify City Departments**, Page 21:
Add the following to **Subsection 10.21**:

(1) N.Y.C. D.E.P., BUREAU OF WATER AND SEWERS OPERATIONS

The Contractor must notify Mr. Peter Gordon, P.E. Linear Capital Program Management Division at the Department of Environmental Protection, 59-17 Junction Boulevard, 3rd Floor Low Rise, Corona, NY, 11368 at (718) 595-4347, at least thirty (30) days prior to the start of construction.

(2) NEW YORK CITY FIRE DEPARTMENT

The Contractor must notify the Bureau of Plant Operations - Engineering Unit at least thirty (30) days prior to the start of construction by contacting Mr. Ed Durkin at (718) 281-3933.

(3) N.Y.C. DEPARTMENT OF TRANSPORTATION

The Contractor will notify Mr. Hasib Amini / Akmal Mikhail – Traffic Signal/Street Lighting Operations, 34-02 Queens Blvd., Long Island City, N.Y. 11101 at (212) 839-3386 / (212) 839-3368, at least seventy-two (72) hours prior to the start of construction.

(4) N.Y.C. DEPARTMENT OF PARKS AND RECREATION

The Contractor must notify the Parks Department at least seventy-two (72) hours prior to the start of construction by contacting Mr. Daniel Grulich at (718) 760-6927.

(5) N.Y.C. TRANSIT AUTHORITY

(a) The Contractor will notify Outside Projects at least seven (7) days prior to the start of construction.

The Contractor will contact:

Mr. Mohamed Adam, P.E.
Project Engineer-Outside Projects
New York City Transit
2 Broadway, 8thFloor
New York, NY 10004
EPP-PublicAgency@mtacd.org
External Partner Program Website
Telephone No. (646) 252-3641

(b) The Contractor is advised that bus routes as well as bus stops, within the scope of this project may be affected during construction operations. The Contractor will notify the Transit Authority at least two (2) weeks prior to the start of construction, in order to make the necessary arrangements.

Arrangements will be made through:

Ms. Sarah Wyss
Director Of Short Range, Bus Service Planning (SRB)
New York City Transit
2 Broadway, 17th Floor,
New York, N.Y. 10004
Telephone No. (646) 252-5517
sarah.wyss@nyct.com

(c) In addition, the Contractor is advised that construction operations might affect subway lines and stations; and NYCT facilities (i.e. manholes, ducts, etc.). The Contractor shall notify the Transit Authority.

(3) Refer to **Subsection 10.24 – Damaged Water Service Pipes To Be Repaired By A Licensed Plumber**, Page 22:
Add the following to **Subsection 10.24**:

If the damaged or cut water service pipe is lead, galvanized steel, or galvanized iron, the service pipe must not be partially replaced, but fully replaced from the main to the house control valve. If the service pipe was damaged, cut, or otherwise interrupted due to the Contractor's actions or means & methods (including selection of shoring systems), the water service pipe will be replaced at the Contractor's own cost.

(4) Refer to **Subsection 10.25 - Contractor To Carry Out Agreement Between City And Railroad Company Or Property Owner(s)**, Page 22:
Add the following to **Subsection 10.25**:

A) NYC TRANSIT GENERAL NOTES

For NYC TRANSIT notes see the contract drawings.

(5) Refer to **Subsection 10.30 - Contractor To Provide For Traffic**, Page 24:
Add the following to **Subsection 10.30**:

(1) Traffic Stipulations:

The Contractor will refer to Traffic Stipulations identified in the maintenance of traffic requirements under Highway Contract No. HWX402.

(6) Refer to **Subsection 71.41.4 - Specific Pavement Restoration Provisions**, 530
Add the following to **Subsection 71.41.4**:

Specific Pavement Restoration Provisions:

(1) Within the limits of the highway reconstruction and resurfacing the restoration shall be accomplished and paid for in accordance with Highway Construction Plans, Details and Specifications for Highway Project ID. HWX402.

D. REVISIONS TO THE SPECIFICATIONS FOR TRUNK MAIN WORK

1) **Refer** to **Part 1 – Furnishing And Delivering Steel Pipes And Appurtenances 30 inches in Diameter and Larger, Section 11. Fabrications:** Page 4;
Add the following to **Section 11:**

All steel water mains shall be spiral welded pipes, and all steel water main fitting shall be fabricated from qualified spiral welded pipe. Can type pipe is not acceptable.

2) **Refer** to **Part 1 – Furnishing And Delivering Steel Pipes And Appurtenances 30 inches in Diameter and Larger, Section 13. Special Fittings:** Page 5;
Add the following to **Section 13:**

The steel reducer shall have a length of seven (7) feet for every twelve (12) inches reductions in diameter.

END OF THIS SECTION
This Section consists of Five (5) pages

EP7 (1.0) - PAGES GAS COST SHARING (EP-7) STANDARD SPECIFICATIONS

NOTICE

THE PAGES CONTAINED IN THIS SECTION REPRESENT THE GAS COST SHARING WORK THAT SHALL APPLY TO AND BECOME A PART OF THE CONTRACT.

(NO TEXT ON THIS PAGE)

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   2b. Sewer Accommodations
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SECTION 6.02 - Extra Excavation For The Installation Of Catch Basin Sewer Drain Pipes With Gas Interferences.
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SECTION 6.04 - Adjust Hardware To Grade Using Spacer Rings/Adaptors. (Street Repaving.)
SECTION 6.05 - Adjust Hardware To Grade By Resetting. (Road Reconstruction.)
SECTION 6.06 - Special Care Excavation And Backfilling.
SECTION 6.06A - Special Care Excavation And Backfilling For Transmission Mains.
SECTION 6.07 - Test Pits For Gas Facilities.
SECTION 6.08 - "No Text"
SECTION 6.09 - Trench Excavation and Backfill for New Gas Mains and Services (For National Grid Work Only)
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IV - STANDARD SKETCHES; GAS COST SHARING WORK

NO. 1 - Support Requirements For Gas Mains And Services Crossing Excavation Greater Than 4'-0" Wide At Any Angle
NO. 1A - Support Requirements For Gas Mains Over 16" Diameter Up To And Including 48" Diameter Crossing Excavation At Any Angle
NO. 2 - Typical Methods Of Measurement For Gas Crossings
NO. 3 - Utility Crossings During Catch Basin Chute Connection Pipe Installation

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V - PRELIMINARY GAS WORK TO BE PERFORMED BY FACILITY OPERATOR

VI - LISTING OF APPROXIMATE LOCATIONS OF EP-7 BID ITEMS QUANTITIES

I - NOTICE TO ALL BIDDERS; GAS COST SHARING WORK

All prospective bidders are hereby advised that, pursuant to the "Gas Facility Cost Allocation Act", ("the Act"), the City of New York has entered into an agreement ("the Agreement") with the gas companies (Con Edison or National Grid (formerly KeySpan Energy Delivery)) operating in their respective areas of the City to "share" the cost of facility relocation and/or support and protection of facilities disturbed by proposed water and/or sewer and related City work specified in this contract. Therefore, bid items, specifications and estimated quantities for the incremental costs of support and protection of certain gas facilities have been included in this contract. The low bid for this contract shall be determined by examining each bid for all work to be performed under this contract including any work of support and protection of gas facilities to be performed. The Contractor shall not seek additional compensation from gas companies except as specifically set forth in its contract.

II - GENERAL PROVISIONS; GAS COST SHARING WORK

1. General:

The Contractor shall perform City work with interferences from existing live and abandoned gas facilities. This shall be defined as utility work. Therefore, this contract includes bid items, specifications and estimated quantities designed to fully compensate him/her for the incremental costs of supporting, protecting, providing accommodations and, avoiding disturbing gas facilities located in the streets shown on the contract drawings. In the event that any other provisions of this contract related to gas facilities (or private utilities) conflict with these provisions, these provisions shall supersede and govern all work related to gas facilities owned by the companies operating in the project area. All utility work, as defined in these specifications, including changes and additions thereto shall be paid solely by the City except when specified otherwise in this contract. Contractor hereby agrees that the facility operator shall not be liable to pay him/her for any work performed including extra utility work. Contractor agrees that its bid prices include all compensation for loss of productivity and efficiency, idle time, delays (including any delays occasioned by negotiation of a contract change), change in operations, mobilization, demobilization, remobilization, added cost or expense, lost of profit, other damages or impact costs that may be suffered by or because of utility work, or the presence of gas facilities in the proximity of City work and that it will not seek additional compensation for these items. All disputes shall be resolved as specified in the contract.

Pursuant to the Act, Agreement, and the New York City Administrative Code, the gas company(ies) has been directed by the Commissioner and is required to perform all maintenance, repairs, replacement, shifting, alteration, relocation, and/or removal work that are not part of this contract. By having bid on this contract, the Contractor understands and agrees that the Commissioner has preasserted any right the City has to require, including the issuance of any directives or so called "order outs" under the New York City Administrative Code, any or all gas companies to maintain, repair, replace, protect, support, shift, alter, relocate, and/or remove all gas facilities that are about to be disturbed by the City contract work. The issuance of additional such directives during the performance of the contract work, where necessary in the sole judgment of the Commissioner, shall be initiated by such Commissioner as set forth in the relevant sections of the Act and Agreement. Contractor further agrees to insert such requirements as set forth herein above into any contracts with its approved subcontractors so that its subcontractors also understand and agree to such contract requirements.

2. Gas Interferences And Accommodations:

During the performance of sewer and water main work funded by the New York City Department of Environmental Protection (NYCDEP), as instructed by the Engineer, the use of any applicable contract bid item is allowed in order to resolve and accommodate all gas facilities interferences with such City work, including the removal of contaminated soil in associated trench excavation. This is in addition to the specified EP-7 bid items in the contract. Payment for such accommodation shall be funded by EP-7 bid item “UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS” (F.S. Fixed Sum). The value of such accommodation shall be computed by multiplying the appropriate unit prices bid to the quantity of work performed, as determined by the Engineer, and applying the total amount thus to be paid

to EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS". When EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" does not exist, such additional accommodation work shall be at no cost to the City but shall be a matter of adjustment between gas facility operator and Contractor. Private facilities, other than gas, that become in interference due to gas interferences accommodations shall also be accommodated, if so directed by the Resident Engineer, at no additional cost to the City and, provided that its owner agrees to be responsible for all additional costs to Contractor, otherwise, such facility shall be ordered by the City to be maintained, shifted, relocated or replaced by its owner at his/her expenses.

2a. Water Main Accommodations:

When water main construction is to be performed in this contract, Contractor shall be required, if warranted by field conditions, and at locations designated by the Resident or Borough Engineer, to change the vertical or horizontal alignment of water mains including but not limited to all additional labor, material, work method accommodations, furnishing, delivering and laying offset fittings and pipes, etc., necessary in order to complete water main installation and, avoid gas interferences in the project area, including street intersections. Typical work method accommodations shall include, but not be limited to, pier and plate, installation of filter fabric and select fill, etc. Such work shall be performed as directed by the Engineer and in accordance with contract specifications and latest edition of water mains standards and specifications.

2b.Sewer Accommodations:

When sewer construction is to be performed in this contract, Contractor shall be required, if warranted by field conditions, and at locations designated by the Resident or Borough Engineer, to change the horizontal alignment of sewer facilities (if possible) including but not limited to all additional labor, material, work method accommodations, furnishing, delivering and construction of additional manholes or modification of manholes/catch basins, extending chute connections, house connections, using alternate materials and methods, poured-in-place structures, etc., necessary in order to complete sewer installation and, avoid gas interferences in the project area, including street intersections. The term sewer facility shall include, but not be limited to, all sewer pipe and appurtenances, manholes, catch basins, catch basin chutes, etc. Such work shall be performed as directed by the Engineer and in accordance with contract specifications and latest edition of sewer standards and specifications.

3. Quantity Overruns, EP-7 Funded Bid Items:

No quantity overrun, in excess of one hundred twenty five (125) percent, shall be permitted for EP-7 funded bid items (gas) included in this contract, except when Resident Engineer determines that such overruns are caused by field modifications to planned City work, or approved construction methods, or contract scope changes. The Engineer will notify the gas facility operator in writing of overruns. The Contractor must invoice the gas facility operator for payment of all overruns, which will be paid by the gas facility operator at the contract bid price. Gas facility operator will be entitled to reimbursement by NYCDEP under established cost sharing procedures.

4. Changes And Extra Work:

This section is not applicable to work defined under "Emergency Reconstruction Contracts" or so-called "Where and When Contracts" since these projects, by definition, inherently encounter unanticipated gas facilities and cannot be pre-engineered. In all other cases, any contract changes proposed for City work shall also cover and include all associated changes to support and protection of gas facilities affected by such changes to City work. In all other cases where the Contractor finds that City work cannot be performed as planned and specified and/or, as approved because of a need to support, protect and/or alleviate interferences from gas facilities that were not listed and/or shown, or incorrectly shown in contract plans and specifications, he shall immediately notify the Resident Engineer and the facility operators' representative of his findings. Resident Engineer shall promptly examine such claims and determine whether or not such work is covered by contract bid items and /or specifications (contract bid items and specifications shall include city contract items as well as EP-7 items). The Resident Engineer shall also

examine the claim to determine if the application of EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" is appropriate to resolve the claim. If upon examination, the Engineer determines that such field conditions were unanticipated (not shown and/or listed, or incorrectly shown in contract documents) and are not covered by bid items and contract specifications, he shall then direct the Contractor and the affected facility operator to negotiate the cost of supporting and protecting, and/or alleviating the impact on City work caused by such unanticipated gas facilities with each other with the understanding that the performance of City work shall continue during negotiations. If a cost agreement is reached, the Contractor and facility operator shall adjust such costs between themselves at no additional costs to the City contract. If the Contractor and affected facility operator do not reach an agreement concerning the price to be paid for the extra work within five (5) business days of the Engineer's directive to engage into such negotiations and, after considering: public safety and inconvenience, requirements of laws and regulations applicable to private utilities, integrity of all utility systems, including but not limited to sewer and water, gas, electric, telephone and, cable TV facilities, sound engineering practices, cost (long and short term) to all affected parties, and potential City work delays, then the Resident Engineer, depending on nature and severity of interferences with City work, shall either, direct the facility operator to relocate or replace its facilities at its own discretion and cost, reimbursable by NYCDEP under established gas cost sharing procedures or, direct the Contractor to perform the utility work on actual time, material and equipment costs basis pursuant to relevant contract requirements and amendments. Contract bid prices for any applicable items of work involved shall be applied, or converted to an allowance for time and material charges. Changes shall be for affected portions of utility work and, shall be processed with EP-7 funds.

5. Excavation:

All excavators shall notify the NYC/LI One Call Center at 1-800-272-4480 at least two (2) working days, not including the day of the call, but not more than ten (10) working days in advance of the start of any excavation work. The gas company(ies) will mark out its facilities within the project limits and provide Construction Inspector(s) during all excavation work in close proximity (within twelve (12) inches) to gas facilities. The Contractor shall exercise extreme caution when excavating in the vicinity of any gas facilities. Hand excavation shall be performed within twelve (12) inches of gas facilities. The Contractor prior to excavating underneath these facilities shall adequately support all gas facilities. Standard support details for gas facilities have been included in the specifications. Any damage to gas facilities shall be reported immediately to the gas company(ies). The Contractor shall be responsible for all cost associated with repairs made necessary by damages caused by his operations.

6. Backfilling And Street Restoration:

Backfilling operations and street restorations shall be in accordance with contract requirements.

7. Non-Responsive Bids:

Every gas (EP-7) bid item has a suggested "Not less than" value per unit indicated on contract bid sheet. Bids resulting in cost of less than suggested for EP-7 items are hereby prohibited and if submitted shall be considered NON-RESPONSIVE.

8. Minimum Clearances:

Clearance requirements for City work shall govern and supersede any clearance requirement of gas facility operator. Therefore, a minimum of twelve (12) inches clearance between private utilities and City water mains, sewers or related structures to be installed in this contract shall be maintained. When this clearance is not attainable, the Resident Engineer may allow a minimum of four (4) inches clearance. With less than twelve (12) inches clearance a neoprene/polyethylene shield (to be provided by facility operator) shall be installed as part of all work item specifications. However, if Resident Engineer determines that City work cannot be performed within allowable clearance and no reasonable City accommodation (no-cost change to City work) is possible, the City shall direct the facility operator to remove, relocate, shift, or alter their facility(ies) pursuant to the New York City Administrative Code.

9. Work By Facility Operator:

The facility operator may find it necessary to perform the following types of work during performance of City work: accommodating a contractor's request for gas facilities modifications (in order to facilitate City contractor's proposed construction method) or, remedial and emergency work on gas facilities proper with their own resources and materials if an approved method of construction for City work causes unanticipated disturbances to gas facilities or, replacing defective gas facilities when they are exposed by the Contractor and their actual conditions are observable by the facility operator. Also included in the above category of defective gas facilities are: the presence of environmental contaminants attributable to the gas facility in or around gas facilities. If such work is deemed required by the facility operator or if facility operator is directed by the City to address such deficiencies at any time during the course of construction, the Contractor shall modify the construction schedule at no cost to the City and allow the facility operator five (5) business days to perform such work without interferences. Additional costs to the facility operator (in cases of accommodations) or, Contractor (in cases of defective gas facilities) due to such gas work, if any, shall be the responsibility of the parties involved and not of the City. Such costs shall be a matter of adjustment between the Contractor and the facility operator.

10. Materials Furnished By Facility Operator:

It shall be the Contractor's responsibility to inspect material to be installed by him immediately upon delivery and advise the facility operator through its authorized representative, of all damaged materials. The Contractor at no additional costs to the City or the facility operator shall replace any material that is damaged or lost after the Contractor's inspection.

11. Liability And Insurance:

Notwithstanding the provisions of this contract, the existing division of liabilities to third parties shall remain the same as between the City and the company. Therefore, it is specifically agreed by the City, company and Contractor (by bidding on this contract) that for the purpose of any liabilities to third parties, that the City contractor performing work directly and physically relating to gas company facilities in this project, shall be deemed an agent of the company and not an agent of the City, the New York City Municipal Water Finance Authority, or the New York City Water Board. Contractor shall include the company as an additional insured on all insurance policies maintained to comply with the City's insurance requirements.

12. Width And Depth Of Excavation:

Contractor shall not be authorized to deliberately change trench or excavation widths and/or depth specified without Engineer's approval. Enlargement of any side of excavation up to eighteen (18) inches beyond pay limits (or inside face of sheeting) requested by the Contractor for the installation of certain types of sheeting may be granted. However, such enlargements or those greater than allowable shall not be approved when, in the sole judgment of the City, field conditions allow the water mains and sewer work to be performed within the limits specified and, the sole purpose of such enlargement request is to impact adjacent utilities (public or private) whose support and protection are part of this contract. Any approval shall be given at no additional cost to the City contract, including EP-7 funding, and all costs associated with unauthorized enlargements shall be the sole responsibility of the Contractor.

13. Depth And Crossing Angles Of Gas Facilities:

Where gas facilities are shown (or specified as) crossing proposed alignment of sewers, water mains, catch basins and chute connections or any other proposed excavations at specific angles (as measured off plans or sketches or specified in contract), it shall be understood that actual field measurements may deviate (plus or minus) forty-five (45) degrees from those shown or specified. The cover, or depth from street surface to top of facilities, shall be as shown or specified in contract documents, no deviation is to be assumed. Where gas facilities are not shown on contract documents, but their support and protection are otherwise included in this contract then, all references to facilities crossing at "various angles and depth" in the gas sections shall mean that such facilities are crossing sewer, water, catch basin and, catch basin chute, and other excavations at a ninety (90) degree angle to the proposed sheeting line or side of

excavation (for unsheeted trenches) with an allowable deviation of forty-five (45) degrees in any direction, except for catch basin chute excavation where the allowable deviation shall be sixty (60) degrees. Where the cover is not noted or specified, the bottom face of such facilities shall be assumed to be crossing catch basin chutes at a depth of three (3) foot eight (8) inches or less from the street surface. Paragraph No. 2 above shall apply in cases of distribution water main construction. Appropriate bid items and specifications are provided for cases where angle and depth are greater than stated above. This section also applies to work defined in "Emergency Reconstruction Contracts" or so-called "Where and When Contracts". These contracts are not pre-engineered and consequently have no drawings, sketches or determined locations and so, gas facilities encountered will be crossing existing and proposed sewer, water, catch basin/catch basin chutes and all appurtenances at various angles and depths.

14. Maintenance Of Traffic For Gas Work:

All work pertaining to gas bid items and specifications shall be performed within the contract maintenance of traffic plan as specified in the contract document. The bid price for the Maintenance and Protection of Traffic shall cover all work pertaining to gas items. The City shall make compensation for additional maintenance and protection of traffic items in connection with gas item of work only when such additional work is deemed reasonable and necessary by the Resident Engineer and is approved by him prior to its performance.

15. Relocated Gas And Temporary Systems Installation:

In cases where the Contractor is allowed to select the location for temporary construction such as, installation of dewatering headers, wells, well points, etc., he shall not disturb any gas facilities shown on sketches provided in this section. The only exception shall be, if the affected gas company agrees to such relocation and provided that the cost of such relocation is a matter of adjustment between the company and Contractor, and at no cost to the City.

16. Role Of Company Inspector:

In any case in which the City elects to perform some or all support and protection work with its own employees, personnel or contractors, the facility operator shall provide onsite inspectors to approve and certify such support and protection work (exclusive of City accommodations) performed by the City's own employees, personnel, and contractors. Facility operator's inspectors are not authorized to direct City contractor during the performance of contract work. They shall act through the City Resident Engineer and provide him/her required approvals and certifications, prior to preparing partial payments of EP-7 items, in a format and frequency to be prescribed by the appropriate City Head of Construction.

17. Coordination With Gas Company:

The Contractor shall be required to notify the gas company(ies), in writing, at least two (2) weeks prior to the start of final paving in order to allow companies to complete any unfinished gas work located within the area to be paved. Every effort shall be made to maintain gas service with minimum inconvenience to the public.

III - TECHNICAL SECTION

SECTION 6.01 - Trench Crossings; Support And Protection Of Gas Facilities And Services.

1. Description:

Under this section, the Contractor shall provide all labor, materials, equipment, and incidentals required to

support and/or protect the integrity of gas mains, services and appurtenances of any sizes, configurations, and operating pressures crossing trench excavations above subgrade for planned construction of sewers and water mains facilities. A gas service shall be defined as a gas pipe of three (3) inches in diameter or less branching from the main to a customer pick up point or property valve box. A gas main may be any size pipe that is part of a distribution or transmission network other than services described above. Crossings shall be defined as gas facilities spanning the width of excavation (one side to the other side). These crossings may be at various angles and depth as shown on "Gas Cost Sharing Work Standard Sketches Nos. 1 and 1A", and as specified in "General Provisions; Gas Cost Sharing Work Paragraph No. 13" and, at the locations shown or listed in contract documents. The gas company operating in the area, (facility operator), owns these facilities. The work shall be performed in accordance with contract specifications, plans, and at the directions of the Resident Engineer in consultation with the authorized representatives of the facility operator.

2. Method Of Construction:

A. Protection: In general, the gas facilities shall be protected as required by New York State Industrial Code 753. In particular, the Contractor shall use hand excavation methods (pick and shovel or hand held power tools) directly below the pavement base to expose the gas facilities (marked out by facility operators) and to ascertain the clearances and cover of the facilities with respect to the proposed excavation. Upon exposing the affected facilities sufficiently, at the discretion of the Resident Engineer, to ascertain the foregoing, Contractor shall be permitted to proceed with a combination of hand and machine excavation, as appropriate, outside a zone of protection whose limit shall be defined as a perimeter located twelve (12) inches from the outside face of each gas facility crossings (See "Gas Cost Sharing Work Standard Sketch No. 2"). If the facilities are in direct interference with City work, meaning that "Minimum Clearances" described in "General Provisions; Gas Cost Sharing Work Paragraph No. 8" cannot be maintained, and excavation has to be temporarily or permanently abandoned then this particular location shall become a test pit and dealt with as specified in Section 6.07, and "General Provisions; Gas Cost Sharing Work Paragraphs Nos. 2 and 8".

B. Support: Gas mains or services crossing excavations equal or less than four (4) feet wide are generally self supporting, unless field conditions as determined by the Resident Engineer require otherwise. The support requirements for gas mains and services crossing excavations greater than four (4) feet wide shall be as shown on the attached "Gas Cost Sharing Work Standard Sketch No. 1" and Contractor shall use sheeting methods that permit the maintenance of gas facilities in their existing locations and configurations. Alternate methods equivalent to those shown on the sketch or accommodations by the facility operator proposed by the Contractor in order to facilitate the execution of the specified work shall be allowable, provided that prior approval is obtained by the Contractor from the Engineer and the facility operator. The support and protection of gas facilities crossings shown on plans, drawings, listings or otherwise identified in this contract shall not be circumvented with the issuance of so called "order outs".

3. Method Of Measurement:

The Contractor shall be paid for supporting and/or protecting gas facilities crossing trench excavations under the appropriate bid items covered by this section. The Contractor shall be directly responsible to the facility operator for the total cost of using any alternate method requiring the use of resources owned by the facility operator. Regardless of the method used, the City shall pay the bid price for the appropriate support and/or protect item of work. The average rate charged by the facility operator for alternate support and protection work such as, disconnecting and reconnecting gas services is listed in attached "Schedule GCS-A".

4. Payment Restrictions:

These items shall not be paid for: gas services crossing unsheeted water main trench excavation; abandoned gas main/services identified by facility operator; gas mains/services crossing trench excavations for fire hydrant branch connections pipes, catch basins and/or chutes (sewer drain pipe), house sewer and/or water services; gas facilities encroaching any face of excavation for sewer and/or

water construction, all of which are covered under other contract sections. Also this item shall not be paid for new gas mains and services crossing water trenches when trenching for such new facilities has been performed by the Contractor in common with trench excavation for City work (overlapping trench limits). The cost of supporting and protecting such gas facilities crossings shall be deemed included in the cost of trench excavation for the new gas facilities. This payment restriction shall apply even if such common trench gas excavation is not part of the contract. The prices bid for items covered by this section represent full compensation to Contractor to completely perform the work described. No other bid items shall be combined with these items in order to pay for gas main and/or services crossing excavations specified herein.

5. Method Of Payment:

Each (Ea.) gas facility crossing trench excavation as described in these specifications shall be counted for payment.

6. Price To Cover:

The cost of timber/steel supports installed for gas facilities shall be included in the bid price. The bid price for each crossing shall also cover all additional supervision, labor, material (except those provided by the facility operator), equipment and insurance necessary to completely maintain the gas facilities without disruption of service to the customers and in accordance with contract plans, specifications and facility operator standards. The price shall also include: changes of method of operations; sheeting modifications where necessary to accommodate the gas facilities crossings; installation and removal of water pipe under gas facilities (so called "snaking"); extra care during excavation (including hand excavation under existing single and multiple gas facilities); extra backfilling and compaction around, over and under gas facilities; installation and removal of sheeting around gas facilities; associated maintenance and protection of traffic; barricades; and traffic plates that may be required to temporarily close and/or complete the work.

SECTION 6.02 - Extra Excavation For The Installation Of Catch Basin Sewer Drain Pipes With Gas Interferences.

1. Description:

Under this item, the Contractor shall provide all labor, materials, equipment, insurance, and incidentals for the extra excavation associated with the installation of catch basin sewer drain pipes (chute) under gas facilities of various sizes crossing the trench excavation at various angles and depth at the locations shown in the contract documents and also, for the support and protection of these facilities during associated excavation and backfill operations. The gas company operating in the area, (facility operator), owns these facilities.

2. Method Of Measurement:

The bid price shall be per location (Each) where extra excavation is required when catch basin sewer drain pipes are installed at an upstream invert depth lower than four (4) feet (up to a maximum of six (6) feet) from the proposed pavement grade because the bottom faces of interfering gas mains and appurtenances are located at a depth greater than three (3) foot eight (8) inches from proposed pavement surface (See “Gas Cost Sharing Work Standard Sketch No. 4”).

3. Method Of Construction:

Incremental cost responsibility for chute excavation is determined by the first private facility encountered starting from catch basin structure proper and that prevents the installation of the chute connection at an upstream cover less than or equal to three (3) feet or any other minimum cover required to avoid City facilities (e.g. water, sewer, etc.) as directed by the Resident Engineer.

4. Payment Restrictions:

This item shall not apply and related bid item shall not be paid in cases where:

A. Upstream invert chute is more than six (6) feet deep because of gas facilities.

B. Chute cannot be installed above existing gas facilities because of interferences with other private facilities that are not otherwise covered under this contract, regardless of upstream invert depth.

The above cases shall be at no cost to the City, but shall be a matter of adjustment between the Contractor and the facility operator(s).

5. Price To Cover:

The bid price shall cover the additional cost of all additional supervision, labor, materials, equipment and insurance, to complete the installation of catch basins and associated sewer connections in accordance with the contract plans and specifications. The price shall include: excavation by hand around and under single and multiple gas facilities; locating, supporting and protecting gas facilities; backfilling and all other items necessary to perform all work incidental thereto including: installation and removal of drain pipe under gas facilities ("snaking"); widening of trenches to facilitate the above work; subsequent additional backfill and pavement restoration; modifying precast catch basin window to accommodate connection; changing sheeting method and configuration to accommodate gas facility crossings; maintenance and protection of traffic; barricades; and installation of traffic plates that may be required to temporarily close and/or complete the work. The price shall not include removal of ledge rock and/or excavation of boulders in open cut.

SECTION 6.02.1 - Extra Excavation For The Installation Of Catch Basin Sewer Drain Pipes With Upstream Inverts Greater Than Six (6) Feet.

1. Description:

Under this item, the Contractor shall provide all labor, materials, equipment, insurance and incidentals for the extra excavation of catch basin chutes where the upstream invert is greater than six (6) feet under gas facilities of various sizes crossing the trench excavation at various angles and depth at the locations shown in the contract documents or as determined by field conditions and also, for the support and protection of these facilities during the associated excavation, sheeting and backfilling operations.

2. Method Of Measurement:

The bid price shall be per location (Each) where extra excavation and sheeting is required when the catch basin chute installed at an upstream invert depth lower than six (6) feet from the proposed pavement grade because the bottom faces of the interfering gas mains and appurtenances are located at a greater depth than three foot eight inches from the proposed pavement surface only.

3. Method Of Construction:

Incremental cost responsibility for chute excavation is determined by the first private facility encountered during such excavation when initiated from catch basin structure and that prevents the installation of the chute at an upstream cover less than or equal to three (3) feet or any other cover required to avoid City facilities as directed by the Resident Engineer.

4. Payment Restriction:

This item shall not apply and related bid item shall not be paid in cases where:
Upstream invert chute is less than or equal to six (6) feet deep because of gas facilities. Section 6.02 shall be paid.

5. Price To Cover:

The bid price shall cover the additional cost of all supervision, labor, materials, equipment and insurance to complete the installation of catch basin and associated sewer connections in accordance with the contract plans and specifications. The price shall include: excavation by hand around and under single and multiple gas facilities; locating, supporting and protecting gas facilities incidental thereto; widening of trenches to facilitate the above work; subsequent additional backfilling and pavement restoration; modifying pre-cast basin window to accommodate connection; the installation of catch basin with deeper sumps as specified; additional sheeting and changes in sheeting method and configuration to accommodate gas facility crossings; maintenance and protection of traffic; barricades; and installation of traffic plates that may be required to temporarily close and/or complete the work.

SECTION 6.03 - Removal Of Abandoned Gas Facilities. All Sizes.

1. Description:

Under this section the Contractor shall provide all labor, materials, equipment, insurance and, incidentals required for the removal of abandoned gas mains, services, or appurtenances thereof, located within the street shown on the contract plans, owned by gas company operating in the project area (facility operator), used or to be used for or in connection with or to facilitate the conveying, transportation, distribution or furnishing of gas (natural or manufactured or mixture of both) for light, heat, or power, but does not include property used solely for or in connection with business of selling, distributing or furnishing of gas in enclosed containers. Such removal shall include only abandoned gas facilities that interfere with (i.e. cause additional work) City work.

2. Determination Of Operating Status Of Gas Facilities:

The Contractor shall notify facility operator, as required by New York State Industrial Code 753. Gas facilities shall not be removed without the approval of the facility operator whose authorized representative shall certify in writing (specific facility or area wide facilities certification) and in a timely manner acceptable to the Resident Engineer that abandoned facilities are free of combustible gas and any other environmental contaminants prior to removal. The Resident Engineer shall rely on facility operator's certification. The facility operator may request the excavation of test pits (See Section 6.07) for this determination ahead of City work and, Contractor shall provide safe access, facilitate and permit facility operator to enter test pit excavations for the purpose of testing gas facilities to be removed by the Contractor. However, facility operator may prefer to make this test during performance of City work, in order to issue the above certification. This shall be permitted provided that it is agreed that additional costs, if any resulting from this choice shall be a matter of adjustment between the Contractor and facility operator only, and at no cost to the City.

3. Restrictions:

The facility operator shall be solely responsible for its contaminated gas facilities, surrounding contaminated soil and their disposal and abatement procedures, unless contract bid items are applicable and provided for such work. In such cases, the quantity removed shall be charged to EP-7 bid item "UTL- GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" at the City bid prices.

4. Method Of Measurement:

Abandoned gas pipeline removal shall be measured for payment per linear foot of pipe and appurtenances removed.

5. Price To Cover:

The price shall cover all additional cost of supervision, labor, materials, equipment, and insurance necessary to complete this work in accordance with the contract plans and specifications, including excavation by hand around and under other City and facility operator owned properties and, where necessary, support and protection of such properties. The price shall also cover breaking, cutting, and/or burning of abandoned gas pipes and their disposal from the site; sealing open ends remaining in the excavation with concrete or caps (caps to be provided by the facility operator) and backfilling of the area where the pipeline has been removed with clean backfill. The price shall also include any required dump charges. This item does not include any type of extra excavation, backfilling, compaction, pavement removal and restoration associated with abandoned gas facilities removal, all of which are covered under Section 6.06.

SECTION 6.03.1 - Removal Of Abandoned Gas Facilities With Possible Coal Tar Wrap. All Sizes. (For National Grid Work Only)

1. Description:

Under this section the Contractor shall provide all labor, materials, equipment, insurance and, incidentals required for the removal of abandoned gas mains, services or appurtenances thereof, located within the street shown on the contract plans, owned by the gas company operating in the project area (facility operator), used or to be used for or in connection with or to facilitate the conveying, transportation, distribution or furnishing of gas (natural or manufactured or mixture of both) for light, heat, or power, but does not include property used solely for or in connection with business of selling, distributing or furnishing of gas in enclosed containers. Such removal shall include only abandoned gas facilities that interfere with (i.e. cause additional work) City work. These gas facilities may be coated with Coal Tar Wrap and so, may require special handling and disposal methods as specified in National Grid Standard Operating Procedure 12-2, Coal Tar Wrap Handling and 12NYCRR56.

2. Determination Of Operating Status Of Gas Facilities:

The Contractor shall notify facility operator, as required by New York State Industrial Code 753. Gas facilities shall not be removed without the approval of the facility operator whose authorized representative shall certify in writing (specific facility or area wide facilities certification) and in a timely manner acceptable to the Resident Engineer that abandoned facilities are free of combustible gas and any other environmental contaminants prior to removal. The Resident Engineer shall rely on the facility operator's certification. The facility operator may request the excavation of test pits (See Section 6.07) for this determination ahead of City work and, the Contractor shall provide safe access, facilitate and permit facility operator to enter test pit excavations for the purpose of testing gas facilities to be removed by the Contractor. However, the facility operator may prefer to make this test during performance of City work, in order to issue the above certification. This shall be permitted provided that it is agreed that additional costs, if any, resulting from this choice shall be a matter of adjustment between the Contractor and the facility operator only, and at no cost to the City contract. Should such investigation result in the determination that the abandoned gas facilities do not contain Coal Tar Wrap then the removal of said facilities shall be covered under separate item (See Section 6.03).

3. Requirements:

The City Contractor shall excavate abandoned gas facility sufficiently, either in its entirety, or at locations determined by Contractor to allow the removal of Coal Tar Wrap (if present on the abandoned gas facility) and to facilitate the safe extraction of manageable lengths of abandoned pipe without damage to adjacent facilities, utilities or City structures either parallel to or crossing above or below abandoned gas facility. The Contractor is to allow access to the designated cutting points within the Contractor's trench by authorized National Grid personnel who will remove the Coal Tar Wrap as per National Grid procedures. This work by National Grid personnel shall be performed in a timely fashion and shall not unduly impede the Contractor's progress and/or productivity. Upon completion of the coating removal, the Contractor shall be allowed to cut, burn or grind the gas facility and remove the section of abandoned pipe. The

Contractor at a site designated by the Contractor shall stockpile the removed pipe. The facility operator will be responsible to provide trucking and disposal services with its own personnel and shall remove the stockpiled pipes during off hours or during such time as agreed to by the Contractor. Since the pipe removed will remain the property of the facility operator and is to be disposed of by the facility operator, the facility operator shall be responsible for any required notifications, filings, dump charges and incidentals associated with the disposal of abandoned gas facilities found to contain Coal Tar Wrap.

4. Method Of Measurement:

Abandoned gas pipeline removal shall be measured for payment per linear foot of pipe and appurtenances removed.

5. Price To Cover:

The price shall cover all additional cost of supervision, labor, materials, equipment and insurance necessary to complete this work in accordance with the contract plans and specifications, including excavation by hand around and under other City and facility operator owned properties and, where necessary, the support and protection of such properties. The cost shall also include hand excavation in the area(s) of proposed abandoned pipe cut(s), cutting and/or burning of abandoned gas pipes and stockpile of removed sections of abandoned pipe and associated maintenance and protection of traffic, blocking and temporary fencing if required. The unit price shall also cover sealing open ends remaining in the excavation with concrete or end caps (end caps to be provided by the facility operator) and backfilling of the area where the abandoned pipeline has been removed with clean backfill material. This item does not include any type of extra excavation, backfilling, compaction, pavement removal and/or restoration (temporary and permanent) associated with abandoned pipe removal (“lost trench”), all of which are covered under separate Section 6.06. The price shall also include allowance for any loss of productivity by the Contractor due to required facility operator work to remove pipe coating and prepare pipe for cutting as well as any change in Contractor’s excavation method, additional trucking and/or stockpiling costs.

SECTION 6.03.1a - Removal Of Abandoned Gas Facilities With Possible Coal Tar Wrap. All Sizes. (For Con Edison Work Only)

1. Description:

Under this section the Contractor shall provide all labor, material, equipment, insurance and, incidentals required to prepare abandoned gas mains, services and appurtenances thereof located within the street shown on contract plans, owned by the gas company operating in the project area (facility operator), for removal due to interference with proposed City work. These abandoned gas facilities were, at one time, used for or in connection with or to facilitate the conveying, transportation, distribution or furnishing of gas (natural, manufactured or a combination of both) for light, heat, or power, but does not include property used solely for or in connection with business of selling, distribution or furnishing of gas in enclosed containers. Such preparation for removal shall include only abandoned gas facilities that interfere with (i.e. cause additional work) City work. These gas facilities may be coated with Coal Tar Wrap which may contain asbestos or PCB’s and so, may require special handling and disposal methods as specified in Con Edison - ASBESTOS MANAGEMENT MANUAL, CHAPTER 6 - ASBESTOS WORK PROCEDURES, SECTION 06.04 - COAL TAR WRAP REMOVAL. For under 25’ (feet) in length and an approved NYC-DEP variance for over 25’ (feet).

2. Determination Of Operating Status Of Gas Facilities:

The Contractor shall notify facility operator, as required by New York State Industrial Code 753. Gas Facilities shall not be removed without the approval of the facility operator whose authorized representative shall certify in writing (specific facility or area wide facilities certification) and in a timely manner acceptable to the Resident Engineer that abandoned facilities are free of combustible gas and any other environmental contaminants prior to removal. The Resident Engineer shall rely on the facility

operator's certification. The facility operator may request the excavation of test pits (See Section 6.07) for this determination ahead of City work and Contractor shall provide safe access, facilitate and permit facility operator to enter test pit excavations for the purpose of testing gas facilities. However, the facility operator may prefer to make this test during performance of City work in order to issue the above certification. This shall be permitted provided that it is agreed that additional costs, if any, resulting from this choice shall be a matter of adjustment between the Contractor and the facility operator only, and at no cost the City contract. Should such investigation result in the determination that the abandoned gas facilities do not contain Coal Tar Warp then the removal of said facilities shall be covered under separate item (See Section 6.03).

3. Requirements:

The Contractor shall excavate abandoned gas facility sufficiently, either in it's entirety, or at locations determined by Contractor to allow the removal of Coal Tar Wrap (if present on the abandoned gas facility) and to facilitate the safe extraction of manageable lengths of abandoned pipe without damage to adjacent facilities, utilities or city structures either parallel to or crossing above or below abandoned gas facility. The Contractor is to allow access to the designated cutting points within the Contractors trench by authorized Con Edison personnel who will remove the Coal Tar Wrap as per Con Edison and/or NYC-DEP approved procedures. This access shall conform to all applicable codes, rules & regulations. This work by Con Edison personnel shall be performed in a timely fashion and shall not unduly impede the Contractors progress and/or productivity. Upon completion of the coating removal, the Contractor shall be allowed to cut, burn or grind the gas facility and remove the section of abandoned pipe. Contractor shall designate a specific site to stockpile those removed pipes. The facility operator will be responsible to provide trucking and disposal services with its own personnel and shall remove the stockpiled pipes during off hours or during such time as agreed to by the Contractor. Since the pipe removed will remain the property of the facility operator and is to be disposed of by the facility operator, the facility operator shall be responsible for any required notifications, filings, dump charges and incidentals associated with the disposal of abandoned gas facilities found to contain Coal Tar Wrap.

4. Method Of Measurement:

Abandoned gas facility removal shall be measured for payment per linear foot of pipe and appurtenances removed.

5. Price To Cover:

The price shall cover all additional cost of supervision, labor, materials, equipment and insurance necessary to complete this work in accordance with the plans and specifications, including, but not limited to, excavation by hand around and under other City and facility operator owned properties and, where necessary, the support and protection of such properties. The cost shall also include hand excavation in the area(s) of proposed abandoned pipe cut(s), cutting and/or burning of abandoned gas pipes and stockpile of removed sections of abandoned pipe and associated maintenance of traffic, blocking and temporary fencing if required. The unit price shall also cover sealing open ends remaining in the excavation with concrete or end caps (end caps to be supplied by facility operator) and backfilling of the area where the abandoned pipeline has been removed with clean backfill material. This item does not include any type of extra excavation, backfilling, compaction, pavement removal and/or restoration (temporary and permanent) associated with abandoned pipe removal ("lost trench"), all of which are covered under separate Section 6.06. The price shall also include allowance for any loss of productivity by the Contractor due to required facility operator work to remove pipe coating and prepare pipe for cutting as well as any change in Contractor excavation method, additional trucking and/or stockpiling costs.

SECTION 6.04 - Adjust Hardware To Grade Using Spacer Rings/Adaptors. (Street Repaving.)

1. Description:

Under this section, the Contractor shall provide all labor, supervision, materials, equipment, insurance and incidentals required to adjust to final grade gas street surface hardware located within the contract area boundaries shown on the plans. The gas company operating in the area, (facility operator), owns these facilities. The work shall be performed in accordance with the contract plans, specifications and at the directions of the Resident Engineer in concurrence with authorized representative of the facility operator.

2. Materials:

The facility operator shall furnish and deliver all prefabricated hardware parts required. These include adaptors for the grade adjustment proper and new street hardware if existing ones are found to be defective, all in accordance with the facility operator standards and City rules and regulations. The Contractor shall notify the facility operator of the installation schedule at least three (3) business days before materials are required on the site. Should the facility operator fail to deliver the necessary material according to any schedule mutually agreed upon by the Contractor and facility operator, the City shall not be responsible for any delays attributable thereto, nor for the failure of delivery of such materials. On project where material storage is not permitted on site, the facility operator shall deliver the required material to the Contractor's yard and it shall be the Contractor's responsibility to transport the material to the work site when needed for installation. It shall also be the Contractor's responsibility to inspect the materials to be installed by him immediately upon delivery and advise the facility operator through its authorized representative, of all damaged materials. The Contractor at no additional expense to the City or the facility operator shall replace any material that is damaged or lost after the Contractor's inspection.

3. Method Of Measurement:

The Contractor shall be paid for each six (6) inch round box and/or nine (9) inch square box adjusted to grade regardless of adjustment height requirements.

4. Price To Cover:

The unit price bid for this item shall include all additional labor, supervision, insurance, equipment and, material (except those to be provided by the facility operator), required to adjust each box to grade as required in the contract plans and specifications. The bid price shall also include the removal of existing frames and covers from existing facilities to be salvaged and returned to the facility operator and, all material transportation from the Contractor's material storage yard to the work site. In addition the bid price shall include "chipping" around existing box using appropriate means and methods where grinding is required.

SECTION 6.05 - Adjust Hardware To Grade By Resetting. (Road Reconstruction.)

1. Description:

Under this item, the Contractor shall provide all labor, supervision, materials, equipment, insurance and incidentals required to adjust to the proposed grade gas street surface hardware located within the contract area boundaries shown on the plans. The gas company operating in the area, (facility operator), owns these facilities. The work shall consist of either building up or lowering or resetting the casting by removing the existing frame and cover building up or decreasing the existing installation, replacing the frame and/or cover if damaged or worn out, as determined by the Resident Engineer, with a new frame and/or cover furnished by the owner, and setting the frame and cover to new elevation. The work shall be performed in accordance with the contract plans, specifications and at the directions of the Resident Engineer.

2. Materials:

The facility operator shall furnish and deliver all new hardware parts required. The Contractor shall furnish materials such as mortar, bricks and concrete in compliance with contract requirements. At locations where high-early strength concrete is required under this contract to be placed adjacent to gas facilities,

then the requirement for concrete shall be high-early strength complying with the current New York State Department of Transportation, Standard Specifications for Class F concrete. Existing castings may be replaced as required and deemed necessary by the Engineer and by City rules and regulations. The Contractor shall install the new castings of various sizes furnished by the facility operator. The Contractor shall notify the facility operator of the installation schedule at least three (3) business days before materials are required on the site and, shall provide off-loading services to the facility operator. Should the facility operator fail to deliver the necessary material according to any schedule mutually agreed upon by the Contractor and facility operator, the City shall not be responsible for any delays attributable thereto, nor for the failure of delivery of such materials. Such delays shall be a matter of adjustment between the Contractor and the facility operator. On project where material storage is not permitted on site, the facility operator shall deliver the required material to the Contractor's yard and it shall be the Contractor's responsibility to transport the material to the work site when needed for installation. It shall also be the Contractor's responsibility to inspect the materials to be installed by him, immediately upon delivery and advise the facility operator through its authorized representative, of all damaged materials. The Contractor at no additional expense to the City or the facility operator shall replace any material that is damaged or lost after the Contractor's inspection.

3. Methods Of Construction:

The Contractor shall remove and reinstall existing castings or install new castings to the proposed grade. Setting and resetting the castings shall be done with mortar and brick according to the standards of the facility operator. Work shall be performed in a workmanlike manner. Castings that are deemed unacceptable for resetting shall remain the property of the facility operator and he shall be responsible for their removal and proper disposal from site. No traffic shall be allowed on adjusted street hardware until permitted by the Engineer.

4. Method Of Measurement:

The Contractor shall be paid for each gas hardware adjusted to grade regardless of size or adjustment height requirements (up or down).

5. Price To Cover:

The unit price bid for this item shall include all additional labor, supervision, insurance, equipment and, material (except those to be provided by the facility operator), required to adjust each gas hardware to grade as required in the contract plans and specifications. The bid price shall also include the removal of existing frames and covers from existing facilities; building up the existing installations with bricks and mortar, or lowering the existing installation by removing bricks and mortar; replacing damaged frames and/or covers with new frames and/or covers furnished by the facility operator; setting the frames and covers to the new elevations; protect existing installations; repair minor structural damages to existing installations prior to resetting frames; unloading of furnished castings at the Contractor's yard and transporting castings from the Contractor's yard to the job site as required; completing the work in accordance with the contract plans, specifications and, at the directions of the Engineer. In addition the bid price shall include "chipping" around existing gas facilities using appropriate means and methods where grinding is required.

SECTION 6.06 - Special Care Excavation And Backfilling.

1. Description:

Under this section, the Contractor shall provide all labor, materials, equipment, insurance and incidentals required to support and protect the integrity of live gas facilities including mains, services, related structures and appurtenances during excavations. The gas company operating in the area, (facility operator), owns these facilities. The work shall be performed in accordance with the contract plans, specifications and at the directions of the Resident Engineer in consultation with authorized representatives of the facility operator.

2. Applicability Of Section:

This section shall apply to live gas facilities of various sizes located within two (2) feet of any face of

unsheeted excavation, (unsheeted excavation refers to any excavation performed for city work and includes excavations performed that are to be subsequently sheeted using approved methods) and paralleling or, encroaching any face of excavation. Also, for crossings greater than forty-five (45) degrees and/or located at a cover depth greater than five (5) feet from existing street surface. Parallel facilities are not exposed at any time during excavation (See "Gas Cost Sharing Work Standard Sketch No. 5"). Encroaching facilities are partially exposed inside the limit of excavation (See "Gas Cost Sharing Work Standard Sketch No. 5"). This section shall also apply to gas facilities crossing catch basins excavation, and catch basins sewer connections (chutes) trench excavation only when extra depth (covered in other section), is not required for chutes installations because of such utilities interferences (See "Gas Cost Sharing Work Standard Sketch No. 3"). This section shall also apply to gas services (if shown or otherwise listed in contract documents) crossing unsheeted excavations for water mains, gas facilities crossing fire hydrant branch connections, house sewer and/or water service connections excavations. This section shall also apply for so called "loss trench", as described further, and for additional excavation (pavement and/or soil), backfilling, compaction, roadway base and pavement restoration due to abandoned gas facilities, only if removed by Contractor. If operating status of gas facilities cannot be determined prior to excavation then such facilities shall be considered live and this section shall fully apply. The excavation around fully exposed live gas facilities along and within limits of excavation (not crossings) shall be covered by this section also (not shown on "Gas Cost Sharing Work Standard Sketch No. 5"), however the support requirement, if any is required, of such facilities is beyond the scope of these specifications and therefore shall be the responsibility of facility operator to determine and prescribe, at no cost to the City contract, but shall be a matter of adjustment between the Contractor and facility operator.

3. Payment Restriction:

No special care excavation shall be paid for abandoned gas facilities paralleling and/or encroaching excavation and therefore are not in direct interference with City work. Except as allowed in this section, the bid item specified under this section shall not be used in combination with items covered under other sections for work done due to a particular gas facility. This item shall not be paid for new gas facilities when trenching for such new facilities has been performed by the Contractor of record in common with trench excavation for City Work (overlapping trench limits). The cost of excavating with care as defined in this section shall be deemed included in the cost of trench excavation for the new gas facilities. This restriction shall apply even if such gas common trench excavation is not part of the contract. If facilities are in direct interference with City work, meaning that "Minimum Clearances" described in "General Provisions; Gas Cost Sharing Work Paragraph No. 8" cannot be maintained and excavation has to be temporarily or permanently abandoned then this particular location shall become a test pit and dealt with as specified in Section 6.07 and "General Provisions; Gas Cost Sharing Work Paragraphs Nos. 2 and 8".

4. Method Of Construction:

All excavation in the vicinity of gas facilities shall be as required by NYS Industrial Code 753. Where these facilities are paralleling and located two (2) feet or less from the limits of the proposed excavation, the Contractor shall use hand excavation methods (pick and shovel or hand held power tools) to ascertain the clearances of these facilities with respect to the proposed excavation. Once the location of these facilities with respect to the proposed excavation is verified to the satisfaction of the Resident Engineer, the Contractor shall then proceed with a combination of hand and machine excavation as required preserving the integrity of the facilities. The installation of timber supports or underpinning, when soil foundation cannot fully support partially exposed pipes, may be required to prevent pipe movement as directed by the Resident Engineer.

5. Method Of Payment:

The unit price for this work item shall be based on cubic yard (CY) of average excavation with care and, is to be considered as an incremental cost for performing City work with gas facilities interferences.

6. Method Of Measurement:

A. For Paralleling Facilities: Volume calculated as: Depth as measured from existing street surface to

the bottom of unsheeted trench excavation allowable by OSHA regulations, multiplied by, the width measured as one (1) foot from the face of excavation toward the center of excavation, multiplied by the length of parallel facility, divided by twenty-seven (27) cubic feet per cubic yard (See “Gas Cost Sharing Work Standard Sketch No. 5”). The gas facility is no longer considered to be in interference once sheeting has been installed, therefore no further compensation for paralleling facilities as described above will be made.

B. For Encroaching Facilities: Volume calculated as: Depth of trench as allowable by OSHA, maximum up to five (5) feet multiplied by, the width of partially exposed pipe plus one (1) foot, multiplied by the length of facility encroachment, divided by twenty-seven (27) cubic feet per cubic yard (See “Gas Cost Sharing Work Standard Sketch No. 5”).

C. Fully Exposed Gas Facilities: (Not shown on “Gas Cost Sharing Work Standard Sketch No. 5”) along and inside trench and/or crossing trench at an angle greater than forty-five (45) degrees and/or a cover depth greater than five (5) feet from the existing street surface. The volume shall be measured as the depth of trench excavation multiplied by the distance measured along the sheeting line between two (2) points of intersections of the gas facilities and the sides of trench excavation, multiplied by the width of trench excavation.

D. For Additional Excavation And Restoration Due To So Called "Loss Trench", When The Integrity Of Pavement And Soil Above And Around Existing Live Gas Facilities Cannot Be Maintained Due To Its Lack Of Cohesiveness: Volume shall be calculated as: Depth of unsheeted trench excavation multiplied by width measured as distance of facility from closest edge of unsheeted excavation plus, width of facility proper plus, one (1) foot or a maximum width of three (3) feet multiplied by length of facility fully exposed divided by, twenty-seven (27) cubic feet per cubic yard (not shown on “Gas Cost Sharing Work Standard Sketch No. 5”).

E. For Facilities Crossing Excavation For Catch Basins, Or Chutes Installations (When NYCDEP Funded) Or Fire Hydrant Branch Connections, Or Unsheeted Water Main Trench, Or House Sewer And/Or Water Services: Volume calculated as: Depth as measured from existing street surface to the bottom of the trench excavation multiplied by, the width taken as the outside diameter of pipe or the width of structure plus one (1) foot on either side (two (2) feet), multiplied by, the length of exposed facility crossing the trench, divided by twenty-seven (27) cubic feet per cubic yard (not shown on “Gas Cost Sharing Work Standard Sketch No. 5”).

Overlapping volume dimensions measured as described above may occur when multiple facilities are paralleling excavations, encroaching excavations or crossing catch basins and catch basin chute installations. In such cases, all such facilities shall be counted as one limited by the extreme pipes, faces (See “Gas Cost Sharing Work Standard Sketch No. 2”). The volume shall then be calculated as described above.

7. Price To Cover:

The bid price shall also cover all additional supervision, labor, material, equipment and insurance necessary to excavate while protecting and maintaining (excluding supports for fully exposed live gas) gas facilities without disruption of service to the public and in accordance with contract specifications. The price shall also include, changes of sheeting method and excavation width configuration where necessary to accommodate gas facilities in their existing locations; difficulties during the installation of catch basins, chute connections, hydrant branch, and house sewer and water connections under or over gas facilities; loss of productivity due to slower rate of excavation (special care) during excavation, including the use of such methods as: hand excavation around existing single and multiple facilities, extra excavation and backfilling due to lost trench because of existing and adjacent gas facilities, compaction, removal of sheeting from the facilities, extra roadway base restoration and temporary pavement, associated maintenance and protection of traffic, barricades, and traffic plates that may be required to temporarily close and/or complete the work.

SECTION 6.06A - Special Care Excavation and Backfilling for Transmission Mains. (Transmission Main is described as any gas main with a MAOP greater than 124 psig)

1.Description:

Under this section, the contractor shall provide all labor, materials (except for sand to be utilized for backfill of a one-foot envelope around the facility to be furnished by the facility operator), equipment, and incidentals required to support and protect the integrity of Gas Transmission Main during excavations. This facility is owned by the gas company operating in the area, hereafter referred to as facility operator. The work shall be performed in accordance with the contract plans, specifications and at the directions of the Resident Engineer in consultation with authorized representatives of the facility operator.

2.Applicability of Section:

This section shall apply to Transmission Main of various sizes located within any excavation sheeted or unsheeted (excavation refers to any excavation performed for city work and includes excavations performed that are to be subsequently unsheeted/sheeted using approved shoring methods and paralleling, encroaching, and crossing any excavation. Parallel facilities are not exposed at any time during excavation (within 2' of edge of excavation)). Encroaching facilities are partially/fully exposed inside the limit of excavation. This section shall also apply to gas facility crossing catch basins excavation and catch basins sewer connections (chutes), water mains, fire hydrant branch connections, sanitary sewer, storm sewer, combination sewer, house sewer and/or water service connections excavations. The excavation around fully exposed live gas facilities along and within limits of excavation shall be covered by this section also, however the support requirement, if any is required, of such facilities is beyond the scope of these specifications and therefore shall be the responsibility of facility operator to determine and prescribe, at no cost to the City contract, but shall be a matter of adjustment between the contractor and facility operator.

3.Payment Restriction:

The bid item specified under this section shall not be used in combination with items covered under other sections for work done due to a particular gas facility. This item shall not be paid for new gas facilities when trenching for such new facilities has been performed by the contractor of record in common with trench excavation for City Work (overlapping trench limits). The cost of excavating with care as defined in this section shall be deemed included in the cost of trench excavation for the new gas facilities. This restriction shall apply even if such gas common trench excavation is not part of the contract. If facilities are in direct interference with City work, meaning that "minimum clearances" described in the General Provisions for Gas Cost Sharing (Para. No.8) cannot be maintained, the excavation shall be abandoned and the contractor shall be compensated as per the provisions specified in Paragraphs Nos. 5 and 6 of this item (6.06A).

4.Method of Construction:

All excavations in the vicinity of gas facilities shall be as required by NYS Industrial Code 753. No saw cutting of pavement or masonry for gas mains having less than 2 feet of cover to break asphalt/concrete as determined by the facility operator. The contractor shall use power excavation for the removal of pavement or masonry but only to the depth of such pavement or masonry **(breaking of pavement or masonry shall be done by means of hand held pneumatic breaking equipment).** Upon removal of pavement or masonry the contractor shall use hand excavation methods only **(pick and shovel; no power tools)** to ascertain the clearances of these facilities with respect to the proposed excavation. Once the location of these facilities with respect to the proposed excavation is verified to the satisfaction of the Resident Engineer and the facility operator the contractor shall then proceed with hand only within the zone of protection described as 2 feet from the face of the facility in all directions of the facility as required to

preserve the integrity of the facility. Once outside of the zone of protection as described above the contractor may use a combination of hand and machine to complete the excavation.

5.Method of Payment:

The unit price for this work item shall be based on cubic yard (CY) of average excavation with special care and, is to be considered as an incremental cost for performing City work with gas facilities interferences.

6.Method of Measurement:

A.For Paralleling Facilities:

Volume calculated as: Depth as measured from existing street surface to the bottom of facility,multiplied by, the width measured as two (2) feet from the face of excavation toward the center of excavation, multiplied by the length of parallel facility, divided by twenty-seven (27) cubic feet per cubic yard Only hand excavation shall be utilized within the zone of protection identified as 2 feet from face of facility, beyond 2 feet from the face of facility the contractor can use a combination of hand and machine.

B.For Encroaching Facilities:

Volume calculated as: Depth as measured from existing street surface to the bottom of facility, multipliedby, the width measured as two (2) feet plus the exposed facility toward the center of excavation,multiplied by the length of the encroached facility, divided by twenty-seven (27) cubic feet per cubic yard.Only hand excavation shall be utilized within the zone of protection identified as 2 feet from face offacility, beyond 2 feet from the face of facility the contractor can use a combination of hand and machine.

C.Fully Exposed Gas Facilities:

Volume calculated as: Depth as measured from existing street surface to the bottom of facility, multipliedby, the width measured as two (2) feet from the face of the facility on either side plus the facility, multipliedby the length of the facility, divided by 27 cubic feet per cubic yard. Only hand excavation shall be utilizedwithin the zone of protection identified as 2 feet from face of facility in all directions, beyond 2 feet fromthe face of facility in all directions the contractor can use a combination of hand and machine.

D.For Additional Excavation And Restoration Due To So Called “Loss Trench”, When The IntegrityOf Pavement And Soil Above And Around Existing Live Gas Facilities Cannot Be maintained DueTo Its Lack of Cohesiveness:

Volume shall be calculated as: Depth of unsheeted trench excavation multiplied by width measured asdistance of facility from closest edge of unsheeted excavation plus, width of facility proper plus, one (1) footor a maximum width of three (3) feet multiplied by length of facility fully exposed divided by, twenty-seven(27)cubic feet per cubic yard (not shown on “Gas Cost Sharing Work Standard Sketch No. 5”).

E.For Facilities Crossing Excavation For Catch Basins, Or Chutes Installations (When NYCDEPFunded) Or Fire Hydrant Branch Connections, Or Unsheeted Water Main Trench, Or House SewerAnd/Or Water Services:

Volume calculated as: Depth as defined above multiplied by, the width taken as the outside diameter ofpipe or the width of structure plus one (1) foot on either side (two (2) feet), multiplied by, the length ofexposed facility crossing the trench, divided by twenty-seven (27) cubic feet per cubic yard (not shown on“Gas Cost Sharing Work Standard Sketch No. 5”).

7.Price to Cover:

The bid price shall also cover all additional supervision, labor, material, equipment and insurance necessary to excavate while protecting and maintaining (excluding supports for fully exposed live gas) gas facilities

without disruption of service to the public and in accordance with contract specifications. The price shall also include, changes of sheeting method and excavation width configuration where necessary to accommodate gas facilities in their existing locations; difficulties during the installation of catch basins, chute connections, hydrant branch, and house sewer, sanitary sewer, storm sewer, combination sewer and water connections under or over gas facilities; loss of productivity due to slower rate of excavation (special care) during excavation, compaction, removal of sheeting from the facilities, extra roadway base restoration and temporary pavement, associated maintenance of traffic, barricades, and traffic plates that may be required to temporarily close and/or complete the work. Breaking shall be done by means of hand held pneumatic breaking equipment. Inspection of exposed mains shall be performed by facility operator in a timely fashion and shall not unduly impede contractor's progress or productivity.

SECTION 6.07 - Test Pits For Gas Facilities.

1. Description:

Under this section, the Contractor shall furnish all labor, materials, insurance, equipment and appliances necessary to excavate, sheet and, maintain test pits at locations approved by the Resident Engineer in consultation with the facility operator. Test pits shall be dug in order to ascertain exact locations, cover and invert elevations, clearances, alignment and operating status (live or dead) of existing gas facilities. The Contractor shall inspect jointly with the Resident Engineer and facility operator, gas facilities and other structures uncovered, take all relevant measurements and elevations as directed by the Resident Engineer. Tests to determine operating status of gas facilities shall be performed by facility operator. The pits shall be covered with steel plates during daytime nonworking hours, and uncovered, as required, until the inspection work is completed. Testing of gas facilities may require a maximum of four (4) hours. Then, the pits shall be backfilled with clean fill, and resurfaced with temporary pavement. All traffic shall be maintained and all safety measures as stipulated shall be complied with.

2. Methods Of Construction:

A. Excavation: Existing pavement to be removed shall be neatly cut along lines of removal with a saw or other approved equipment which leaves a neat straight joint line along the juncture with subsequently replaced pavement. Excavation in the vicinity of utilities and other structures shall be performed using hand tools. Use of hand operated pneumatic and electric jackhammers will be permitted only for breaking pavement and removal of masonry, concrete and boulders, or as otherwise directed by the Resident Engineer. The Contractor shall properly dispose of all materials excavated from test pits away from site. Test pits shall be excavated at locations shown on the contract drawings or as directed by the Resident Engineer. Additional test pits may be required and shall be excavated where required, as ordered by the Resident Engineer. All test pits shall be excavated to a depth and size necessary to locate the existing facilities. Sheeting shall be used when depth of excavation exceeds five (5) feet. The sheeting required shall be furnished and installed in full compliance with the State of New York and Federal Safety Codes requirements and as specified in contract, whichever is more stringent. Care shall be taken that no existing gas facilities or other structures are broken or damaged. All broken or damaged facilities shall be reported immediately to facility operator who shall decide whether such facilities shall be repaired or replaced by company forces or by City contractor and in conformance with “General Provisions; Gas Cost Sharing Work Paragraph No. 9”. Contractor shall excavate all material encountered, including large masses of concrete, cemented masonry and boulders, as directed by the Resident Engineer. Any type of excavation protection used, shall satisfy the following:

   (a) Industrial Code Rule 753.
   (b) Prevent injury to workers and the public, and avoid damage to existing water, sewer, and gas pipes or other structures, and to pavements and their foundations, through caving or sliding of the banks of the excavation.

   Should it become necessary, as determined by the Resident Engineer, to enlarge any test pit in any dimension after sheeting has been placed, the Contractor shall remove portions of the sheeting, as necessary, enlarge the test pits as directed, and replace the sheeting without additional compensation for this work other than for the additional volume of material excavated.

B. Maintenance Of Test Pits: Excavated test pits shall be maintained free of debris and kept dry by the Contractor in order to permit the inspection and measurements and to determine the locations of facilities. In order to accomplish this, Contractor shall, upon completion of excavation and placement of sheeting (if depth greater than five (5) feet), furnish and install adequate steel plates and posting over the excavated pits and shall temporarily remove all equipment debris and workers, and relocate barricades in order to open the full width of street to traffic during nonworking hours. The Contractor shall then, at no additional cost, relocate such barricades, barrels, cones and other warning devices and remove steel plates, as and when directed by the Resident Engineer to facilitate the inspection of exposed facilities. When work is being performed and the pits are not covered with steel plates, the

Contractor shall provide complete and safe access to the test pits as may be required, and he shall provide construction barricades and maintain traffic at all times as shown or as directed by the Resident Engineer. Upon completion of test pit inspection by the Resident Engineer, the pit shall be backfilled by the Contractor as specified in contract, except that backfill material shall conform to contract specifications for such purpose.

C. Pavement And Sidewalk Restoration: After backfilling is completed, the Contractor shall construct a temporary pavement consisting of a minimum of four (4) inches thick asphaltic concrete mixture in roadway areas or a two (2) inches thick asphaltic concrete mixture in sidewalk areas in order to maintain existing pedestrian and vehicular traffic. This temporary pavement shall be maintained until permanent pavement and sidewalk replacement is constructed as specified in contract.

3. Measurements:

The quantity to be measured for payment shall be the number of cubic yards of material removed from within the limits of the pit dimensions as directed by the Resident Engineer. The volume occupied by existing pipes or other structures remaining within the maximum payment lines will not be deducted from the total volume measured except, where the cross sectional area of these facilities exceeds four (4) square feet. As determined by the Resident Engineer, the quantity measured for payment may be proportionate to a fair and reasonable estimate of gas responsibility in the total volume excavated.

4. Price To Cover:

The contract price bid per cubic yard for test pits shall cover all additional costs of labor, material, insurance, equipment, appliances and incidentals required to excavate test pits, including removal and disposal of excavated materials, sheeting, steel plating, backfill, compaction and temporary pavement and sidewalk restoration all in accordance with the specifications and as directed by the Resident Engineer. The price shall also include the cost of providing safe access to the excavation by facility operator for the performance of certain test to determine operating status of gas facilities prior to City work. The price shall also include support and protection of all gas facilities crossing excavation, paralleling and/or encroaching any face of excavation.

SECTION 6.08 - “NO TEXT”

SECTION 6.09 - Trench Excavation and Backfill for New Gas Mains and Services (For National Grid Work Only)

1. Description:

Under this section, the contractor shall furnish all labor, materials, equipment, insurance, permits and incidentals required to break/remove roadway and sidewalk pavement, excavate, backfill and restore gas trenches. The trench to be excavated shall be determined by the size of the gas facility to be installed. The work shall be performed in accordance with applicable specifications, and/or at the direction of the Resident Engineer in consultation with the facility operator.

2. Materials:

All materials used to excavate and prepare trenches shall be supplied by the Contractor and be approved by the facility operator in consultation with the Resident Engineer.

3. Method of Construction:

Excavation – The Contractor shall saw cut and/or break and remove existing roadway which may include but is not limited to, asphalt, concrete and cobblestone, utilizing approved equipment that leaves a neat

straight joint line along the juncture with subsequently replaced pavement. Prior to starting the trenching operation, the contractor shall excavate the appropriate gas main tie-in pits at the extremities of the gas main sections to be replaced. Test pits shall be excavated to determine exact location of all tie-in pits and at appropriate intervals along proposed trench excavation to verify lane and clearances as shown on the contract plans. The tie-in pits shall be adequately protected by the contractor using wood fencing or steel traffic plates until such time when the facility operator has completed the tie-in work. The Contractor shall be permitted to excavate utilizing a combination of machine and hand excavation, as field conditions warrant, and as directed by the facility operator. The trench shall be adjusted so as to provide for a nominal cover on the new gas facilities or as required based on field conditions, applicable specifications, or as directed by the facility operator in consultation with the Resident Engineer. The width of the trench shall be as directed by the facility operator in consultation of the Resident Engineer. The bottom of the trench shall be graded smooth with a minimum cushion of 3 inches of clean sand and in conformance with applicable specification and be compacted, to minimize initial settlement and to avoid "point" support of new gas facilities. All stones projecting into the trench bottom shall be removed, and the voids backfilled before the new gas facilities are installed. Where streets are not to final grade, the cover shall be measured from the final grade, or the existing grade, whichever provides the deeper trench. Excavation in the vicinity of utilities and other structures shall be performed using hand tools. The contractor shall properly dispose of all materials excavated away from site. Size and location of excavation shall be as directed by the facility operator in consultation with the Resident Engineer. Trenches shall be excavated to a depth and size necessary to facilitate the installation of the new gas facility and in conformance with the applicable specification. All existing facilities that are encountered during trench excavating shall be protected in a manner suitable to the facility operator in consultation with the Resident Engineer. Tight sheeting shall be used, as required, based on field conditions and/or when the depth of excavation is equal to or greater than five feet. Skeleton type sheeting will not be permitted. The sheeting required shall be furnished and installed in full compliance with the State of New York and Federal Safety Code requirements and in compliance with applicable specifications and/or as directed by the facility operator in consultation with the Resident Engineer. Care shall be taken that no existing gas facilities or other structures are broken or damaged. Contractor shall excavate all material encountered necessary to facilitate the installation of the new gas facilities, and as directed by the facility operator. Care should be taken to avoid damage to existing utility facilities and structures, and to pavements and their foundations, and to avoid caving or sliding banks within the excavation.

Maintenance of Trench Excavation - Excavated trenches shall be maintained free of debris and kept dry by the contractor. In order to accomplish this, contractor shall, upon completion of excavation and placement of sheeting (as required and/or if depth is equal to or greater than five feet), furnish and install adequate steel plates, as directed by the facility operator in consultation with the Resident Engineer, and posting over the excavated trenches and shall temporarily remove all equipment debris and workers, and relocate barricades in order to open the full width of street to traffic during non-working hours, as required based on DOT requirements. National Grid forces will perform all live gas main connections, dead gas main cut-outs, and/or service work associated with disconnecting and reconnecting from old to new gas main The Contractor shall then, at no additional cost, relocate such barricades barrels, cones and other warning devices and remove steel plates, as and when directed by the facility operator in consultation with the Resident Engineer to facilitate the installation of the new gas facilities. When work is being performed and the excavations are not covered with steel plates, the Contractor shall provide complete and safe access to the trench as may be required, and shall provide construction barricades and maintain traffic at all times as shown or as directed by the facility operator in consultation with the Resident Engineer. The contractor has the responsibility to maintain and set to grade all National Grid hardware during backfill and pavement restoration. Upon completion of installation of the new gas facility, the trench excavation shall be backfilled by the contractor in accordance with Contract requirements and all backfill material shall conform to contract specifications for such purpose.

Pavement and Sidewalk Restoration - After backfilling is completed, the contractor shall install temporary pavement consisting of six inches (6”) thick asphaltic concrete mixture in roadway areas or a two inches (2”) thick asphaltic concrete mixture in sidewalk areas in order to maintain existing pedestrian and vehicular traffic. This temporary pavement shall be maintained until permanent replacement as specified in contract. Permanent pavement restoration shall be as required by the appropriate contract specifications and as directed by the Resident Engineer.

4. Method of Measurement:

The quantity to be measured for payment shall be the number of cubic yards (C.Y.) of trench actually excavated, including roadway pavement, base and/or sidewalk concrete removed within the limits of the trench as directed by the Resident Engineer in consultation with the facility operator. The volume occupied by existing pipes or other structures will be deducted from the total volume measured as shown on contract drawing(s) Title: EP-7 SECT. 6.09 GAS SPECIALTY CONTRACTOR WORK, or as encountered based on existing field conditions.

5. Price to Cover:

The unit price bid per cubic yard for excavation shall include the cost of all supervision, labor, material, equipment, insurance and incidentals necessary to complete excavation trenches, including backfill, compaction testing and restoration of trenches and tie-ins pits as specified or shown on the contract, plans. The bid price shall also include the cost of coordinating the sewer and water main work to be performed by the contractor with the gas installation work to be performed by others. The price shall also include, associated maintenance of traffic, and traffic plates and openings and closings of plates as may be required in order to provide access to the facility operator during the new gas facility installation, and installing, removing and maintaining tight sheeting that may be required, cut, break and remove various thickness of surface and base pavement, excavate by hand, furnish, place and compact, in compliance with DOT requirements, clean sand backfill following installation of the gas facility. Any required removing, trucking, storing, and disposing of material shall be deemed included in the unit price. The price shall also include the cost of providing temporary pavement restoration. Permanent pavement restoration shall be deemed included in this item, as required and as directed by the Resident Engineer.

SECTION 6.09a Trench Excavation and Backfill for New Gas Mains and Services (For Con Edison Work Only)

1. Description:

Under this section, the contractor shall furnish all labor, materials, equipment, insurance, permits and incidentals required to break/remove roadway and sidewalk pavement, excavate, backfill and restore gas trenches. The trench to be excavated shall be determined by the size of the gas facility to be installed. The work shall be performed in accordance with applicable specifications, and/or at the direction of the Resident Engineer in consultation with the facility operator.

2. Materials:

All materials used to excavate and prepare trenches shall be supplied by the Contractor and be approved by the facility operator in consultation with the Resident Engineer. Clean sand backfill material shall be used and shall conform to Con Edison specification EO-1181-rev.6, General Specification for Backfilling of Trench and Small Openings.

3. Method of Construction:

Excavation – The Contractor shall saw cut and/or break and remove existing roadway which may include but is not limited to, asphalt, concrete and cobblestone, utilizing approved equipment that leaves a neat straight joint line along the juncture with subsequently replaced pavement. Prior to starting the trenching operation, the contractor shall excavate the appropriate gas main tie-in pits at the extremities of the gas main sections to be replaced. Test pits shall be excavated to determine exact location of all tie-in pits and at appropriate intervals along proposed trench excavation to verify lane and clearances as shown on the contract plans. The tie-in pits shall be adequately protected by the contractor using wood fencing or steel traffic plates until such time when the facility operator has completed the tie-in work. The Contractor shall be permitted to excavate utilizing a combination of machine and hand excavation, as field conditions warrant, and as directed by the facility operator. The trench shall be adjusted so as to provide for a nominal cover on the new gas facilities or as required based on field conditions, applicable specifications, or as

directed by the facility operator in consultation with the Resident Engineer. The width of the trench shall be as directed by the facility operator in consultation of the Resident Engineer. The width and depth of the trench shall conform to Con Edison Gas Operations drawing 309495 rev. 4, Trench Excavation for Gas Mains Up to 350 PSIG, or as directed by the facility operator in consultation of the Resident Engineer. The bottom of the trench shall be graded smooth with a minimum cushion of 3 inches of clean sand and in conformance with applicable specification and be compacted, to minimize initial settlement and to avoid "point" support of new gas facilities. All stones projecting into the trench bottom shall be removed, and the voids backfilled before the new gas facilities are installed. Where streets are not to final grade, the cover shall be measured from the final grade, or the existing grade, whichever provides the deeper trench. Excavation in the vicinity of utilities and other structures shall be performed using hand tools. The contractor shall properly dispose of all materials excavated away from site. Size and location of excavation shall be as directed by the facility operator in consultation with the Resident Engineer. Trenches shall be excavated to a depth and size necessary to facilitate the installation of the new gas facility and in conformance with the applicable specification. All existing facilities that are encountered during trench excavating shall be protected in a manner suitable to the facility operator in consultation with the Resident Engineer. Tight sheeting shall be used, as required, based on field conditions and/or when the depth of excavation is equal to or greater than five feet. Skeleton type sheeting will not be permitted. The sheeting required shall be furnished and installed in full compliance with the State of New York and Federal Safety Code requirements and in compliance with applicable specifications and/or as directed by the facility operator in consultation with the Resident Engineer. Care shall be taken that no existing gas facilities or other structures are broken or damaged. Contractor shall excavate all material encountered necessary to facilitate the installation of the new gas facilities, and as directed by the facility operator. Care should be taken to avoid damage to existing utility facilities and structures, and to pavements and their foundations, and to avoid caving or sliding banks within the excavation.

Maintenance of Trench Excavation - Excavated trenches shall be maintained free of debris and kept dry by the contractor. In order to accomplish this, contractor shall, upon completion of excavation and placement of sheeting (as required and/or if depth is equal to or greater than five feet), furnish and install adequate steel plates, as directed by the facility operator in consultation with the Resident Engineer, and posting over the excavated trenches and shall temporarily remove all equipment debris and workers, and relocate barricades in order to open the full width of street to traffic during non-working hours, as required based on DOT requirements. Con Edison forces will perform all live gas main connections, dead gas main cut-outs, and/or service work associated with disconnecting and reconnecting from old to new gas main The Contractor shall then, at no additional cost, relocate such barricades barrels, cones and other warning devices and remove steel plates, as and when directed by the facility operator in consultation with the Resident Engineer to facilitate the installation of the new gas facilities. When work is being performed and the excavations are not covered with steel plates, the Contractor shall provide complete and safe access to the trench as may be required, and shall provide construction barricades and maintain traffic at all times as shown or as directed by the facility operator in consultation with the Resident Engineer. The contractor has the responsibility to maintain and set to grade all Con Edison hardware during backfill and pavement restoration. Upon completion of installation of the new gas facility, the trench excavation shall be backfilled by the contractor in accordance with Contract requirements and all backfill material shall conform to contract specifications for such purpose.

Pavement and Sidewalk Restoration - After backfilling is completed, the contractor shall install temporary pavement consisting of six inches (6”) thick asphaltic concrete mixture in roadway areas or a two inches (2”) thick asphaltic concrete mixture in sidewalk areas in order to maintain existing pedestrian and vehicular traffic. This temporary pavement shall be maintained until permanent replacement as specified in contract. Permanent pavement restoration shall be as required by the appropriate contract specifications and as directed by the Resident Engineer.

4. Method of Measurement:

The quantity to be measured for payment shall be the number of cubic yards (C.Y.) of trench actually excavated, including roadway pavement, base and/or sidewalk concrete removed within the limits of the trench as directed by the Resident Engineer in consultation with the facility operator. The volume occupied by existing pipes or other structures will be deducted from the total volume measured as shown on contract

drawing(s) Title: EP-7 SECT. 6.09 GAS SPECIALTY CONTRACTOR WORK, or as encountered based on existing field conditions.

5. Price to Cover:

The unit price bid per cubic yard for excavation shall include the cost of all supervision, labor, material, equipment, insurance and incidentals necessary to complete excavation trenches, including backfill, compaction testing and restoration of trenches and tie-ins pits as specified or shown on the contract, plans. The bid price shall also include the cost of coordinating the sewer and water main work to be performed by the contractor with the gas installation work to be performed by others. The price shall also include, associated maintenance of traffic, and traffic plates and openings and closings of plates as may be required in order to provide access to the facility operator during the new gas facility installation, and installing, removing and maintaining tight sheeting that may be required, cut, break and remove various thickness of surface and base pavement, excavate by hand, furnish, place and compact, in compliance with DOT requirements, clean sand backfill following installation of the gas facility. Any required removing, trucking, storing, and disposing of material shall be deemed included in the unit price. The price shall also include the cost of providing temporary pavement restoration. Permanent pavement restoration shall be deemed included in this item, as required and as directed by the Resident Engineer.

GAS COST SHARING STANDARD SPECIFICATIONS
SCHEDULE GCS-A

Average rate charged by utility companies to Disconnect and Reconnect Gas Services:

1. National Grid - $586.90 per Service/and Visit
2. Con Edison - $524.00 per Service/and Visit

IV - STANDARD SKETCHES; GAS COST SHARING WORK

Hereinafter attached are the following Standard Sketches for Gas Cost Sharing Work:

Sketch No. 1 - Support Requirements For Gas Mains And Services Crossing Excavation Greater Than 4' - 0" Wide At Any Angle

Sketch No. 1A - Support Requirements For Gas Mains Over 16" Diameter Up To And Including 48" Diameter Crossing Excavation At Any Angle

Sketch No. 2 - Typical Methods Of Measurement For Gas Crossings

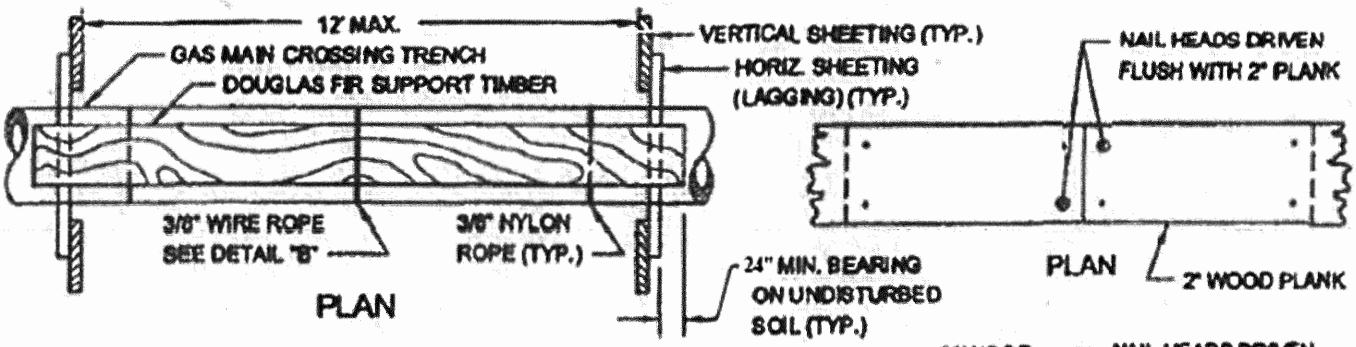
Sketch No. 3 - Utility Crossings During Catch Basin Chute Connection Pipe Installation

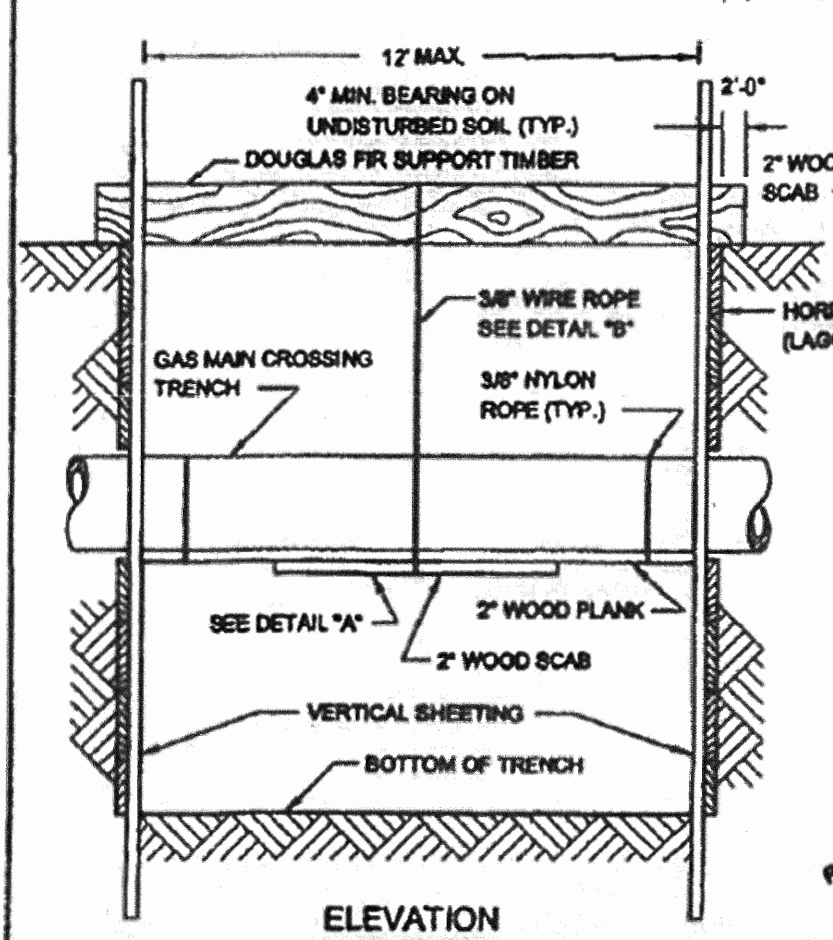
Sketch No. 4 - Utility Crossings During Catch Basin Chute Connection Pipe Installation (Extra Depth)

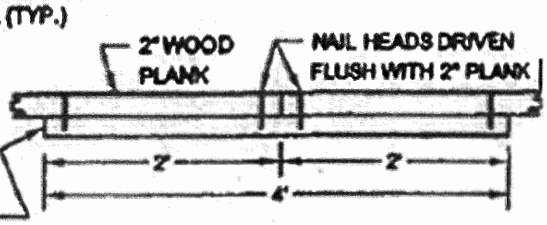
Sketch No. 5 - Gas Main Encroachment On And/Or Parallel To Excavation Of Unsheeted Trench

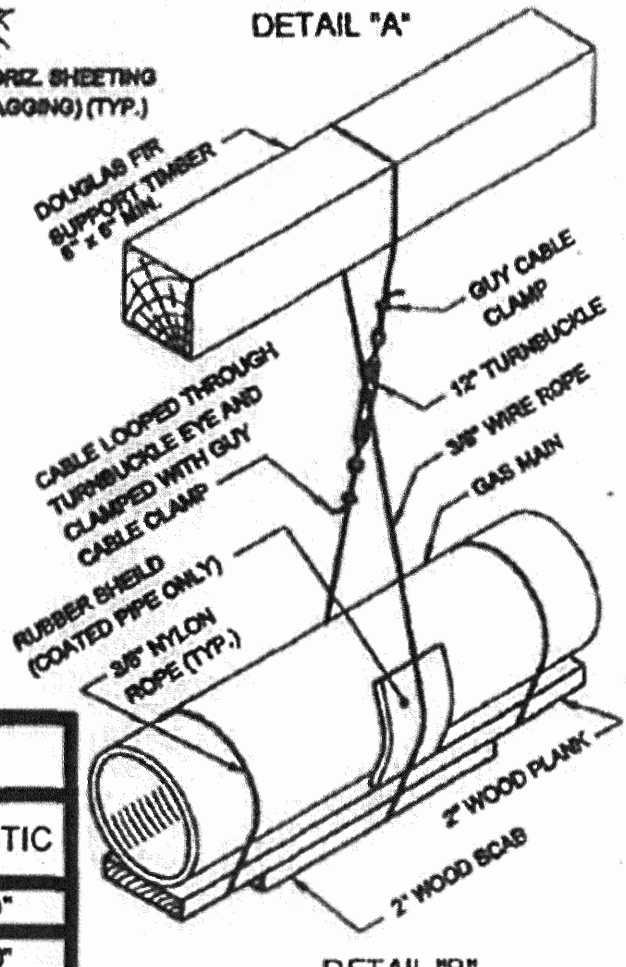
GAS COST SHARING WORK (SKETCH NO. 1)

SUPPORT REQUIREMENTS FOR GAS MAINS SUSPENDED IN EXCAVATIONS UP TO 12'-0" WIDE AT ANY ANGLE









CABLE SUPPORT SPACING

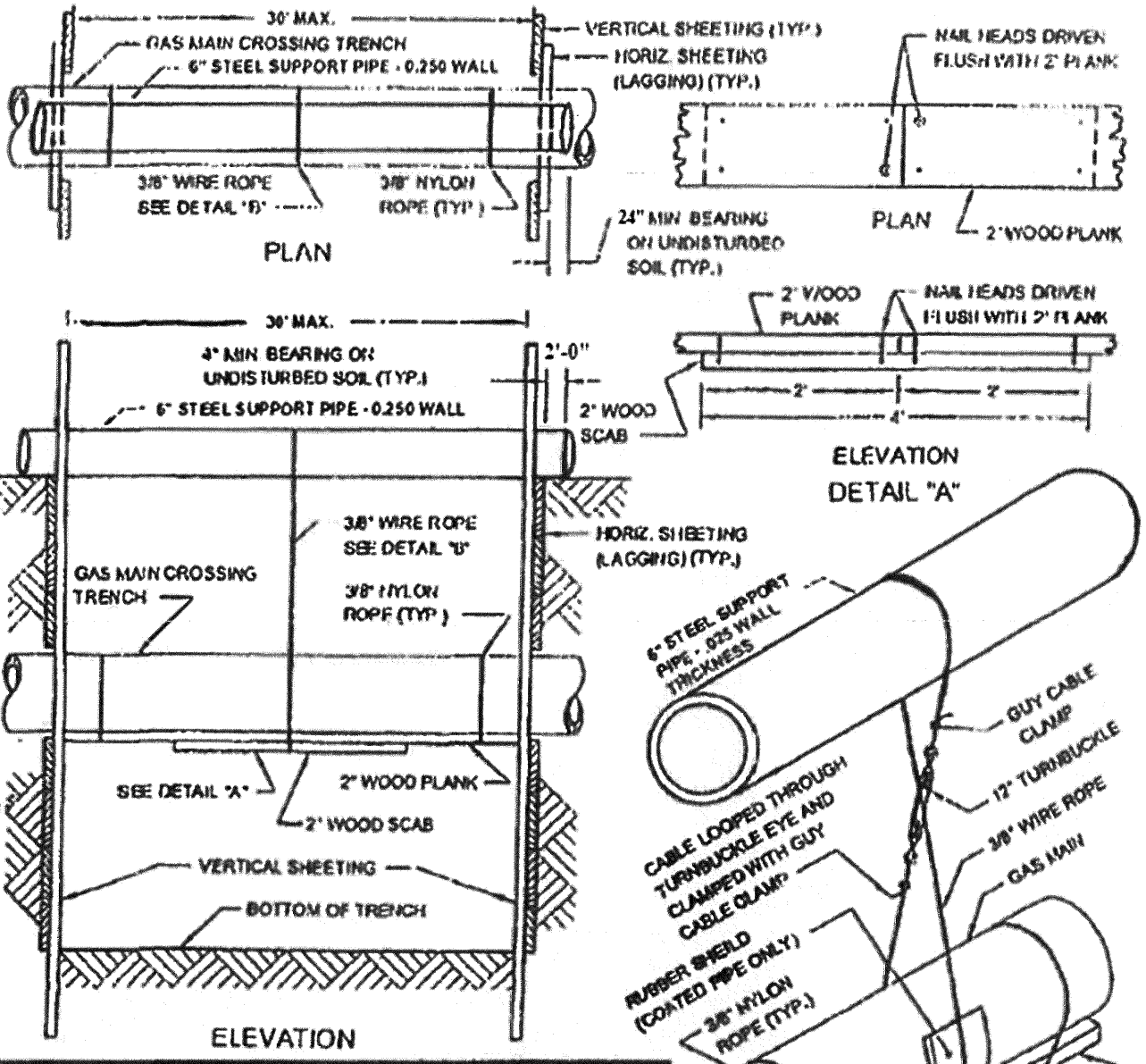
PIPE SIZE	CAST IRON	STEEL	PLASTIC
UP TO 2"	-	10'-0"	3'-0"
3" TO 4"	4'-0"	15'-0"	6'-0"
6" TO 10"	4'-0"	15'-0"	6'-0"
12" OR LARGER	6'-0"	15'-0"	6'-0"

NOTE: SUPPORTS FOR GAS TRANSMISSION FACILITIES SHALL BE REVIEWED WITH GAS ENGINEERING PRIOR TO INSTALLATION.

REVISED DEC. 2019 - LYP

GAS COST SHARING WORK (SKETCH NO. 1A)

SUPPORT REQUIREMENTS FOR GAS MAINS SUSPENDED IN EXCAVATIONS BETWEEN 12'-0" AND 30'-0" WIDE AT ANY ANGLE

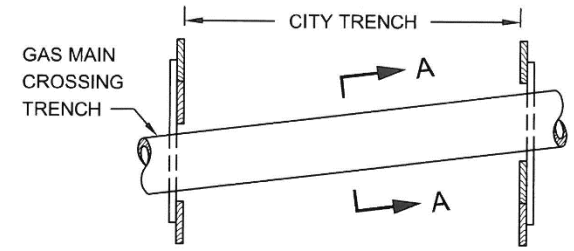


CABLE SUPPORT SPACING			
PIPE SIZE	CAST IRON	STEEL	PLASTIC
UP TO 2"	-	10'-0"	3'-0"
3" TO 4"	4'-0"	15'-0"	6'-0"
6" TO 10"	4'-0"	15'-0"	6'-0"
12" OR LARGER	6'-0"	15'-0"	6'-0"

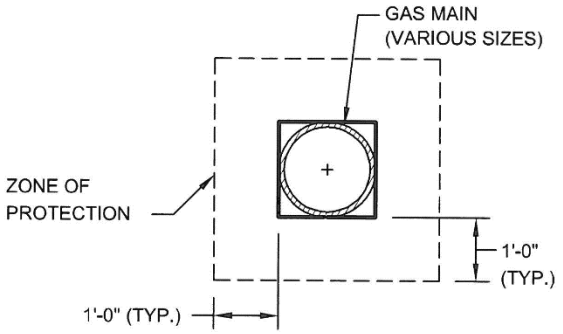
NOTE: SUPPORTS FOR GAS TRANSMISSION FACILITIES SHALL BE REVIEWED WITH GAS ENGINEERING PRIOR TO INSTALLATION.

GAS COST SHARING WORK (SKETCH NO. 2)

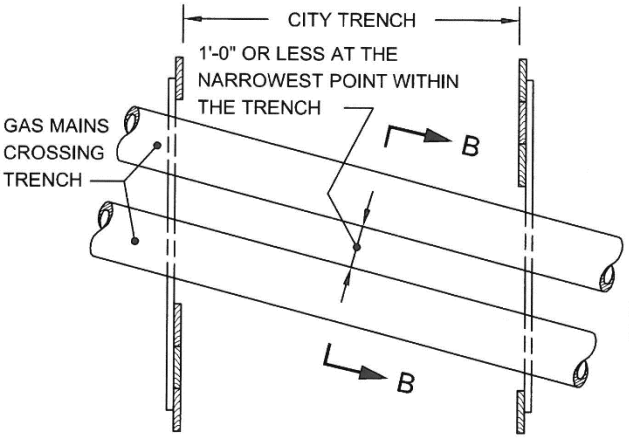
TYPICAL METHODS OF MEASUREMENT FOR GAS CROSSINGS



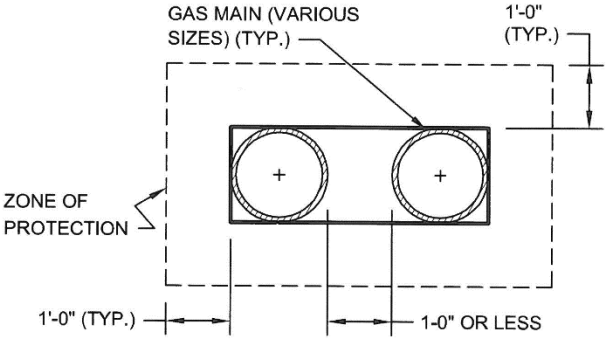
SINGLE FACILITY CROSSING



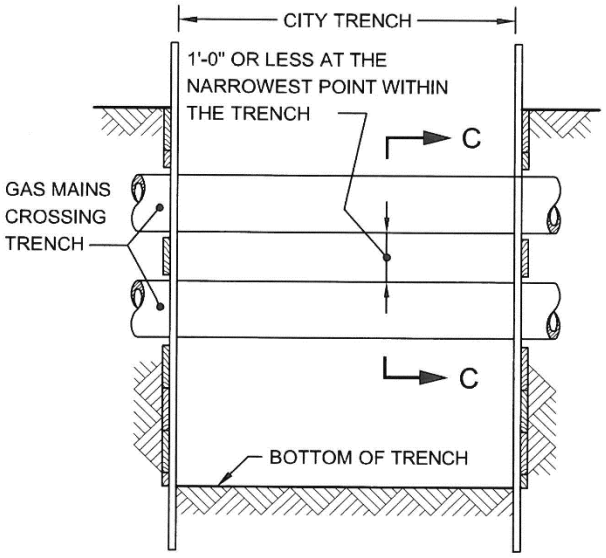
SECTION A-A



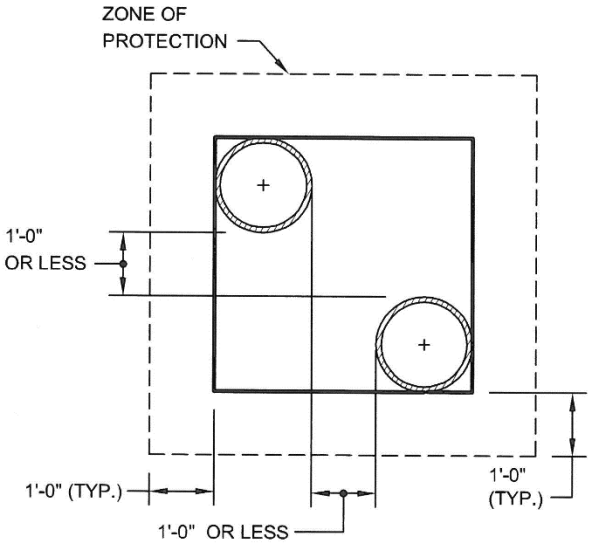
MULTIPLE FACILITIES
(GAS MAINS AT SAME ELEVATION)



SECTION B-B



MULTIPLE FACILITIES
(ONE CROSSING AT DIFFERENT ELEVATIONS)



SECTION C-C

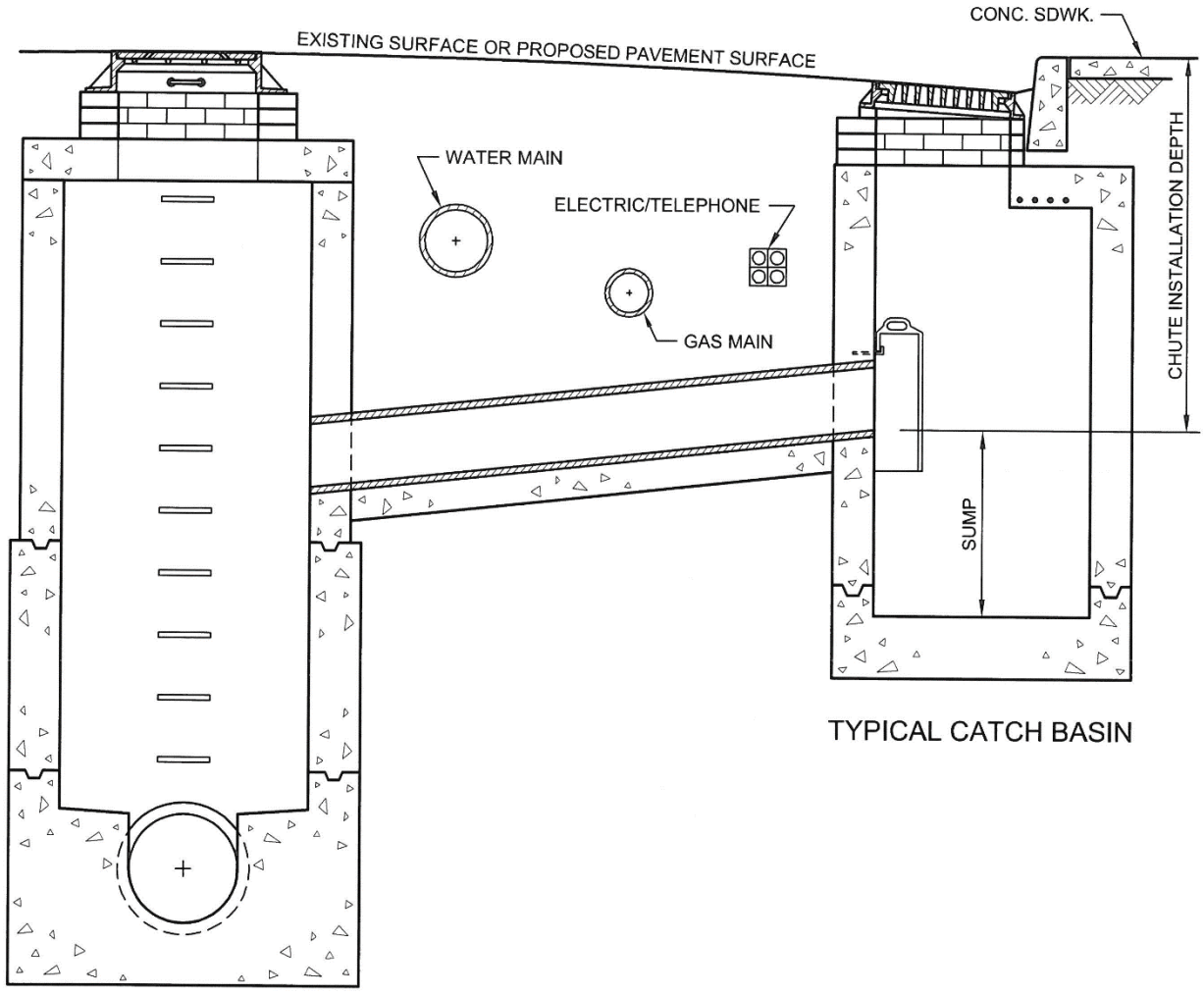
NOTE:

GAS MAINS MAY OR MAY NOT BE PARALLEL TO EACH OTHER.

REVISED SEPT. 2004 - L. ADRIEN
REVISED SEPT. 2004 - J. WONG/W. PATALANO/P. MOY

GAS COST SHARING WORK (SKETCH NO. 3)

UTILITY CROSSINGS DURING CATCH BASIN CHUTE CONNECTION PIPE INSTALLATION



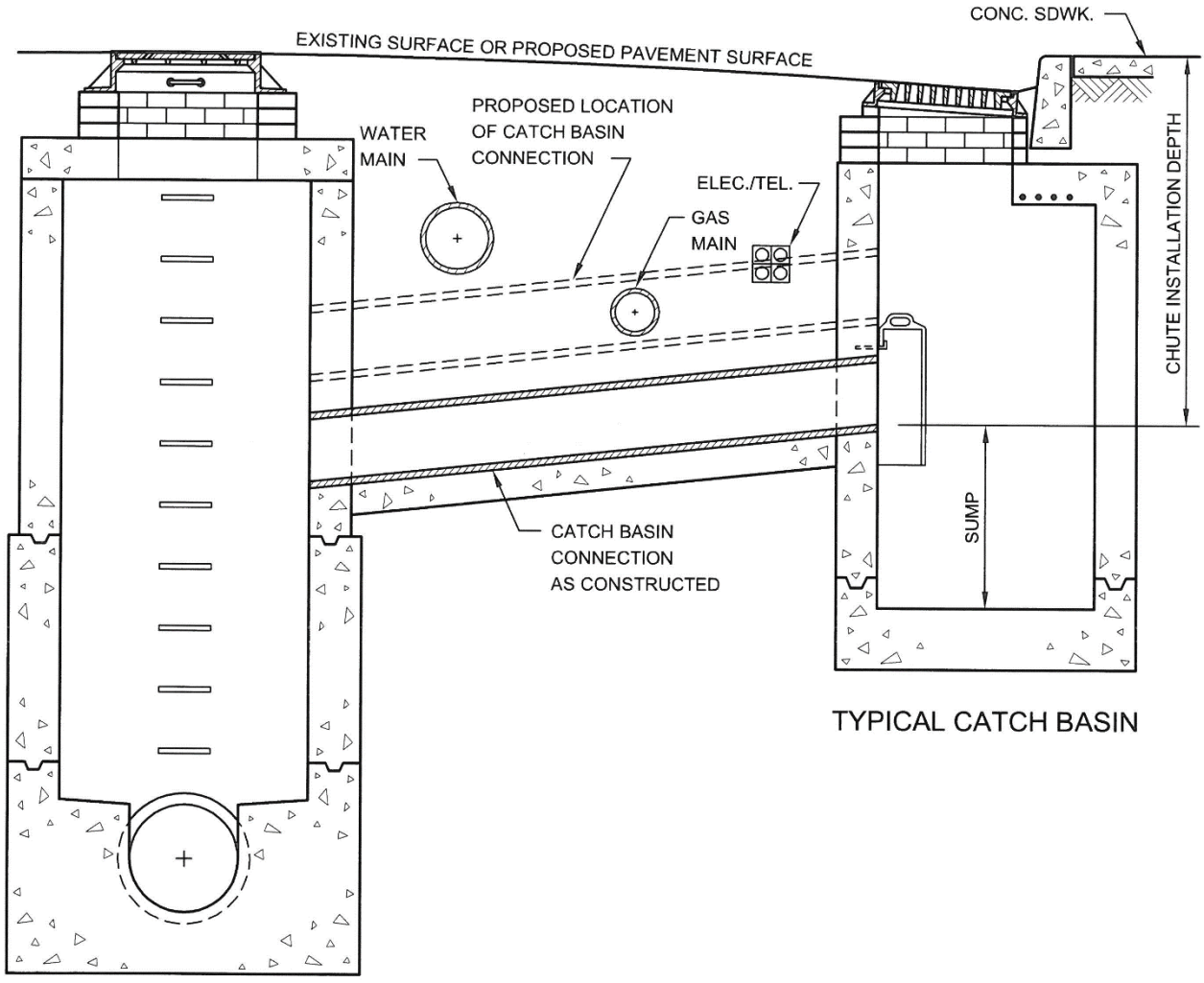
TYPICAL CATCH BASIN

TYPICAL SEWER MANHOLE

REVISED OCT. 2004 - L. ADRIEN
REVISED OCT. 1998 - J. WONG/W. PATALANO/P. MOY

GAS COST SHARING WORK (SKETCH NO. 4)

UTILITY CROSSINGS DURING CATCH BASIN CHUTE CONNECTION PIPE INSTALLATION (EXTRA DEPTH)



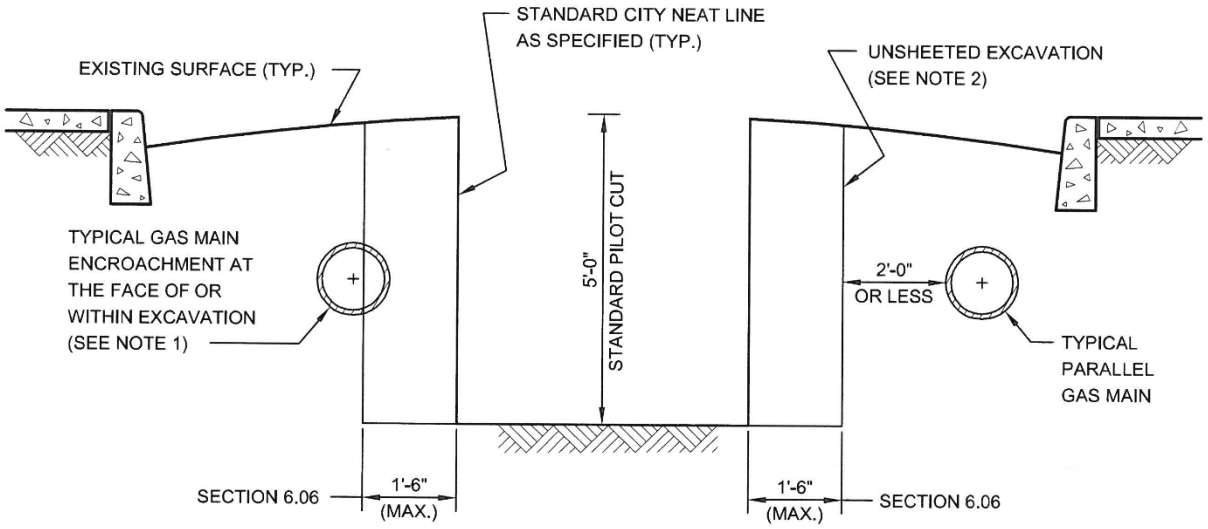
TYPICAL CATCH BASIN

TYPICAL SEWER MANHOLE

REVISED OCT. 2004 - I. ADRIEN
REVISED OCT. 1998 - J. WONG/W. PATALANO/P. MOY

GAS COST SHARING WORK (SKETCH NO. 5)

GAS MAIN ENCROACHMENT ON AND/OR PARALLEL TO EXCAVATION OF UNSHEETED TRENCH



NOTES:

(1) GAS MAIN LOCATED AS SHOWN MAY HAVE TO BE REMOVED BY THE FACILITY OPERATOR PRIOR TO THE START OF CITY EXCAVATION, OTHERWISE, THE CONTRACTOR WILL BE PAID UNDER SECTION 6.06 FOR THE SAID WORK. IF GAS MAIN IS ABANDONED THEN SECTION 6.03 SHALL APPLY.

(2) EIGHTEEN (18) INCHES FROM STANDARD NEAT LINE IS THE MAXIMUM ALLOWABLE WIDTH OF AREA THAT MAY BE DISTURBED OR EXCAVATED DURING INSTALLATION OF CERTAIN TYPES OF SHEETING SYSTEMS THAT MEET THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS OF THE DEPARTMENT OF DESIGN AND CONSTRUCTION OF THE CITY OF NEW YORK.

REVISED OCT. 2004 - I. ADRIEN
REVISED OCT. 1998 - J. WONG/W. PATALANO/P. MOY

V - PRELIMINARY GAS WORK TO BE PERFORMED BY FACILITY OPERATOR.

APPLICABLE TO ALL GAS DRAWINGS:

- ALL RELOCATION WORK SHOWN IN THIS SECTION IS TO BE PERFORMED BY FACILITY OPERATOR.
- ALL SUPPORT AND PROTECTION WORK TO BE PERFORMED BY CITY CONTRACTOR.
- IF ADDITIONAL INFORMATION IS NEEDED REGARDING THE FACILITY OPERATOR'S RELOCATION WORK, THE CONTRACTOR IS ADVISED TO CONTACT THE GAS COMPANY REPRESENTATIVE:

Dennis Brady

The Consolidated Edison Company of New York, Inc.
4 Irving Pl., 12th Floor SEC New York, NY 10003
917-608-3435
BradyD@coned.com

(NO TEXT IN THIS AREA, TURN PAGE)

GAS FACILITY COST ALLOCATION AGREEMENT

PROJECT NO. HWX402

CAPITAL GAS MAIN INSTALLATION

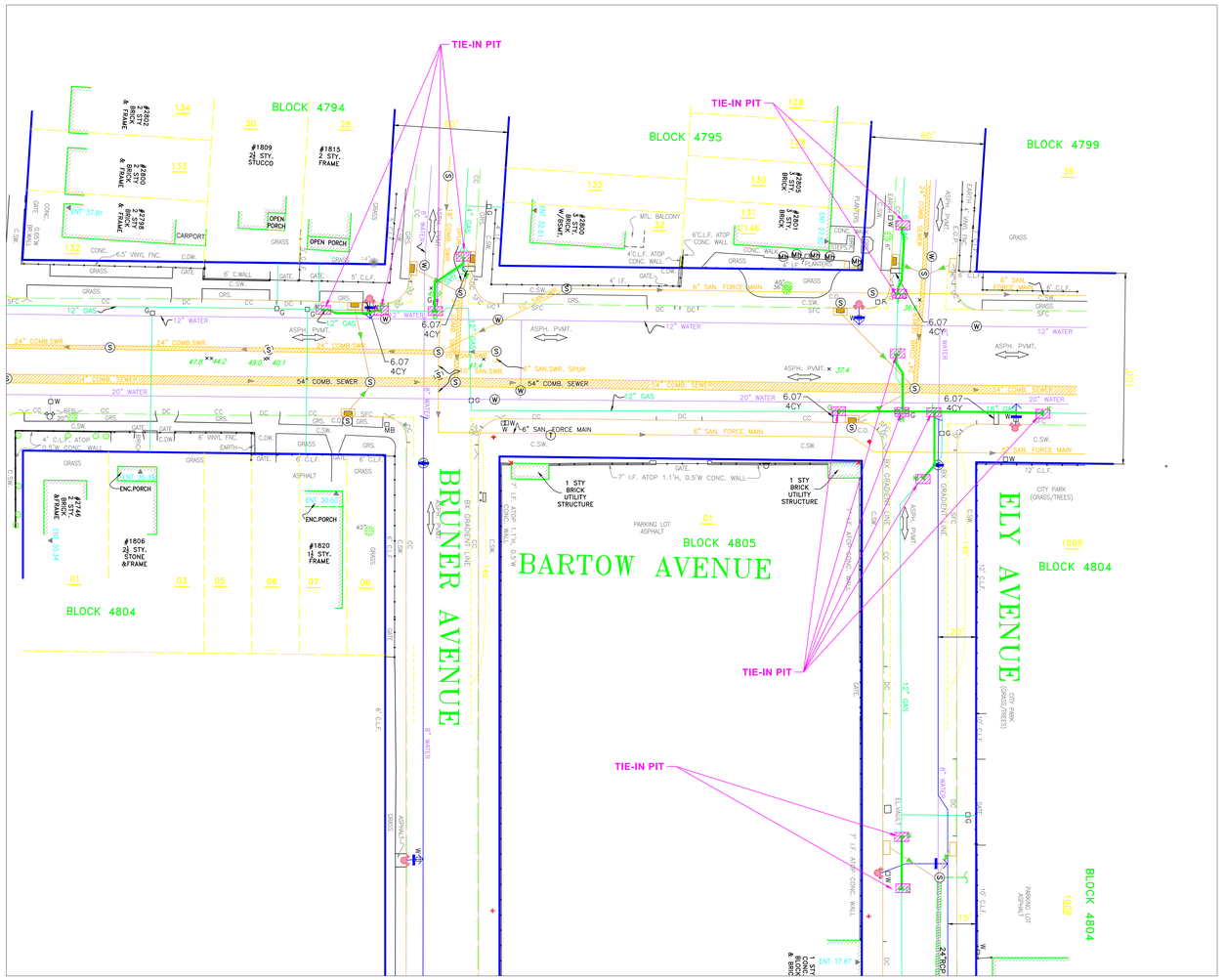
SHEET #	LOC.	ON STREET	FROM	TO	ITEM	SIZE	TYPE	LENGTH	REIMB LENGTH	REMARKS
1	A-B	BARTOW AVE	BRUNER AVE		82k	12"	PE	35	35	RETIRE 32' +/- 12" PE
1	C-D	BRUNER AVE	BARTOW AVE		82i	8"	PE	36	36	RETIRE 36' +/- 6" PE
2	E-F	ELY AVE	BARTOW AVE		82i	8"	PE	36	36	RETIRE 36' +/- 6" PE
2	G-H	BARTOW AVE	ELY AVE		80m	16"	ST	33	33	RETIRE 28' +/- 12" CI, 3' +/- 12" PE
2	J-H	BARTOW AVE	ELY AVE		82k	12"	PE	31	31	RETIRE 32'+/- 8" PE
2	H-K	BARTOW AVE	ELY AVE		80m	16"	ST	74	74	RETIRE 10' 12" CI, 59' 16" STL, 3' 12" PE
2	L-M	ELY AVE	BARTOW AVE		82k	12"	PE	37	37	RETIRE 36' +/- 12" STL
3	N-O	ELY AVE	BARTOW AVE	ALLERTON AVE	82k	12"	PE	27	27	RETIRE 27' +/- 12" STL
4	P-Q	ELY AVE	BARTOW AVE	ALLERTON AVE	82k	12"	PE	57	57	RETIRE 57' +/- 12" STL
4	R-S	ELY AVE	ALLERTON AVE		82k	12"	PE	44	44	RETIRE 35' +/- 12" PE, 15' +/- 12" STL

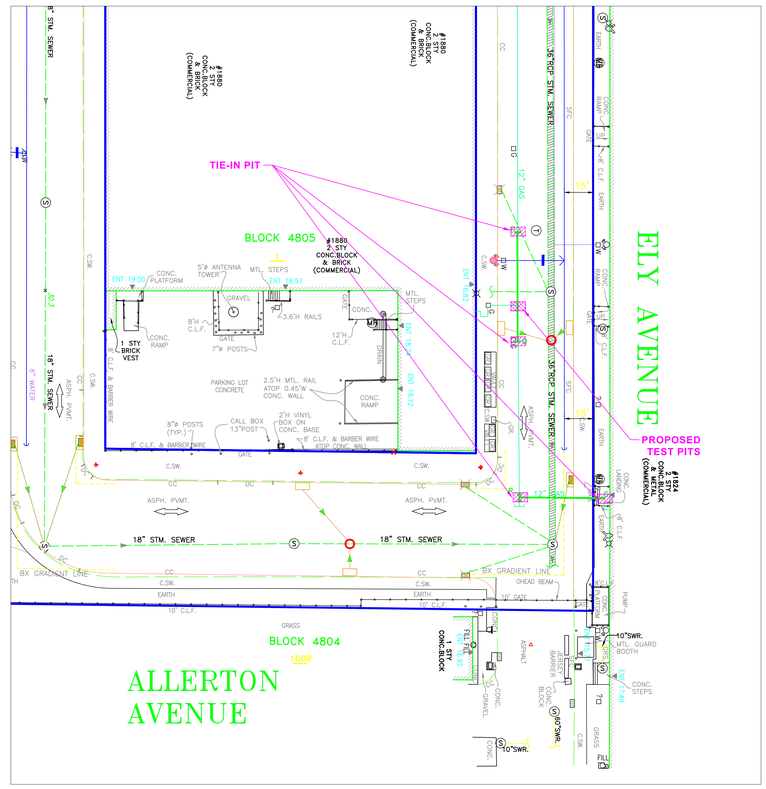
PUBLIC IMPROVEMENT ENGINEERING - QUEENS

REMAINING LIFE CALCULATION (WEIGHTED)

PROJECT NO. HWX402 Current Year : 2023

MAIN DESC	SIZE	KIND	REIMB LENGTH	INSTALL DATE	BASE LIFE 70 OR 90 YEARS	AGE TO CURRENT DATE	REMAINING LIFE		PERCENT TO TOTAL LENGTH
							YEARS	PERCENT	
A-B	12	PE	32	1992	70	31	39	55.71	7.82
C-D	6	PE	36	2007	70	16	54	77.14	8.80
E-F	6	PE	36	2008	70	15	55	78.57	8.80
G-H	12	PE	3	2010	70	13	57	81.43	0.73
J-H	8	PE	32	2010	70	13	57	81.43	7.82
H-K	16	STL	59	1963	70	60	10	14.29	14.43
G-H	12	CI	28	1963	90	60	30	33.33	6.85
H-K	12	CI	10	1963	90	60	30	33.33	2.44
H-K	12	PE	3	2010	70	13	57	81.43	0.73
L-M	12	STL	36	1974	70	49	21	30.00	8.80
N-O	12	STL	27	1974	70	49	21	30.00	6.60
P-Q	12	STL	57	1974	70	49	21	30.00	13.94
R-S	12	PE	35	1990	70	33	37	52.86	8.56
R-S	12	STL	15	1990	70	33	37	52.86	3.67
TOTALS			409						100.00





LEGEND

NEW GAS MAIN TRENCH

EXISTING GAS MAIN

TEST PIT — 4' x 4' x 3'

TIE-IN-PIT (SHEETED) — 8.5' x 5.5' x 5'

NOTE:
ENVIRONMENTAL TESTING OF ABANDONED GAS MAINS TO BE DONE BY CON EDISON FORCES

CON EDISON CAPITAL PLAN SHEET 1 OF 1
11/2/23

NO.	DATE	DESCRIPTIONS	BY	APPR'D
		REVISIONS		

SCALE
N.T.S.

A. ANGILLETTA
ENGINEERING SUPERVISOR

B. BOCTOR
DESIGNER

Consolidated Edison Company of New York, Inc.

conEdison

EP-7 SECT. 6.09
GAS SPECIALTY CONTRACTOR WORK

DRAWN BY

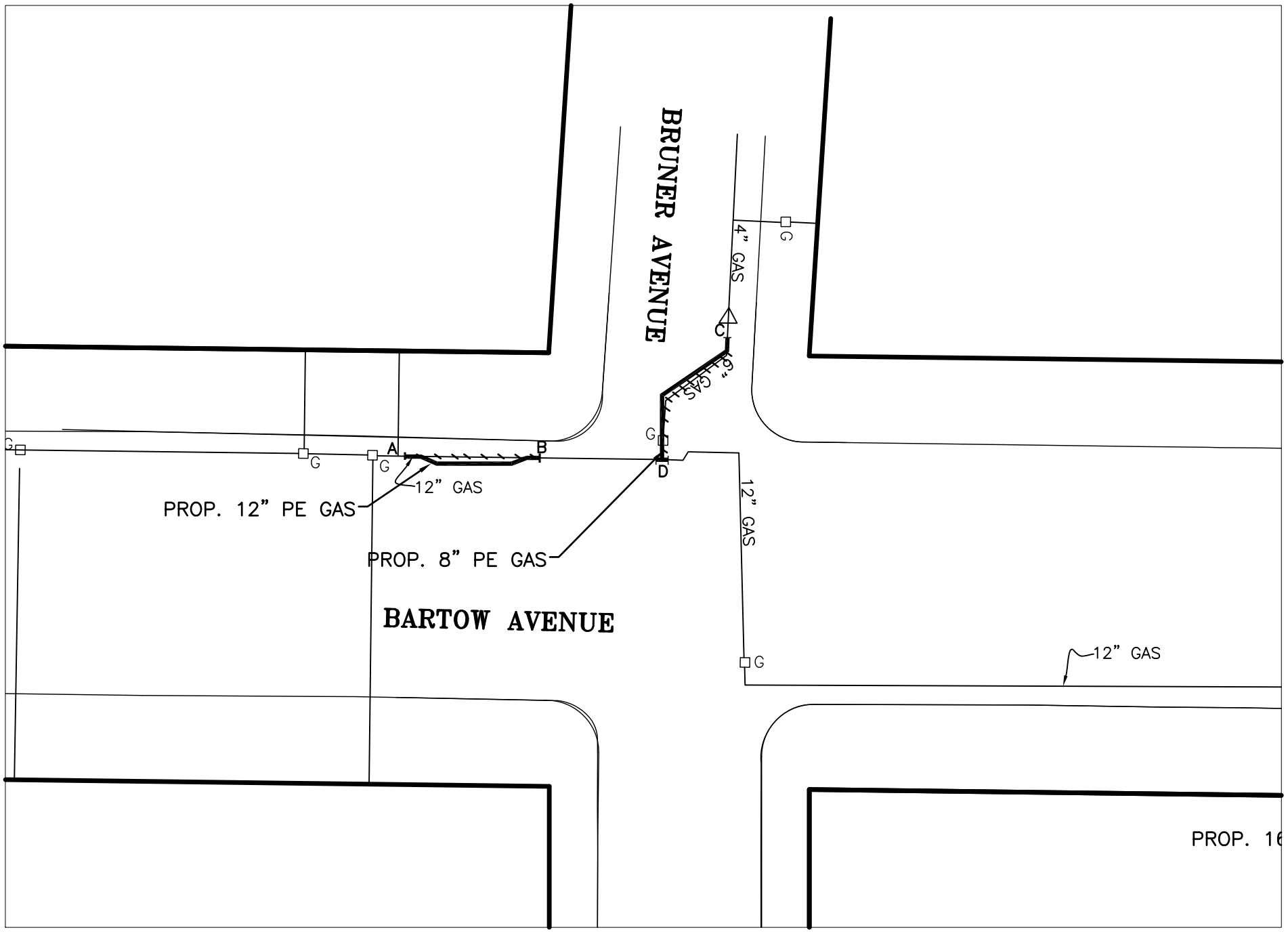
CADD FILE

PROJECT ID MED-600
FOR THE CONSTRUCTION OF
SHAFT 33B WATER MAIN IN FIRST AVENUE, ETC.
1st AVE. FROM EAST 58th ST. TO 100' NORTH OF EAST 61st ST.
BOROUGH OF MANHATTAN

PROJECT ID: HWX402

SHEET OF

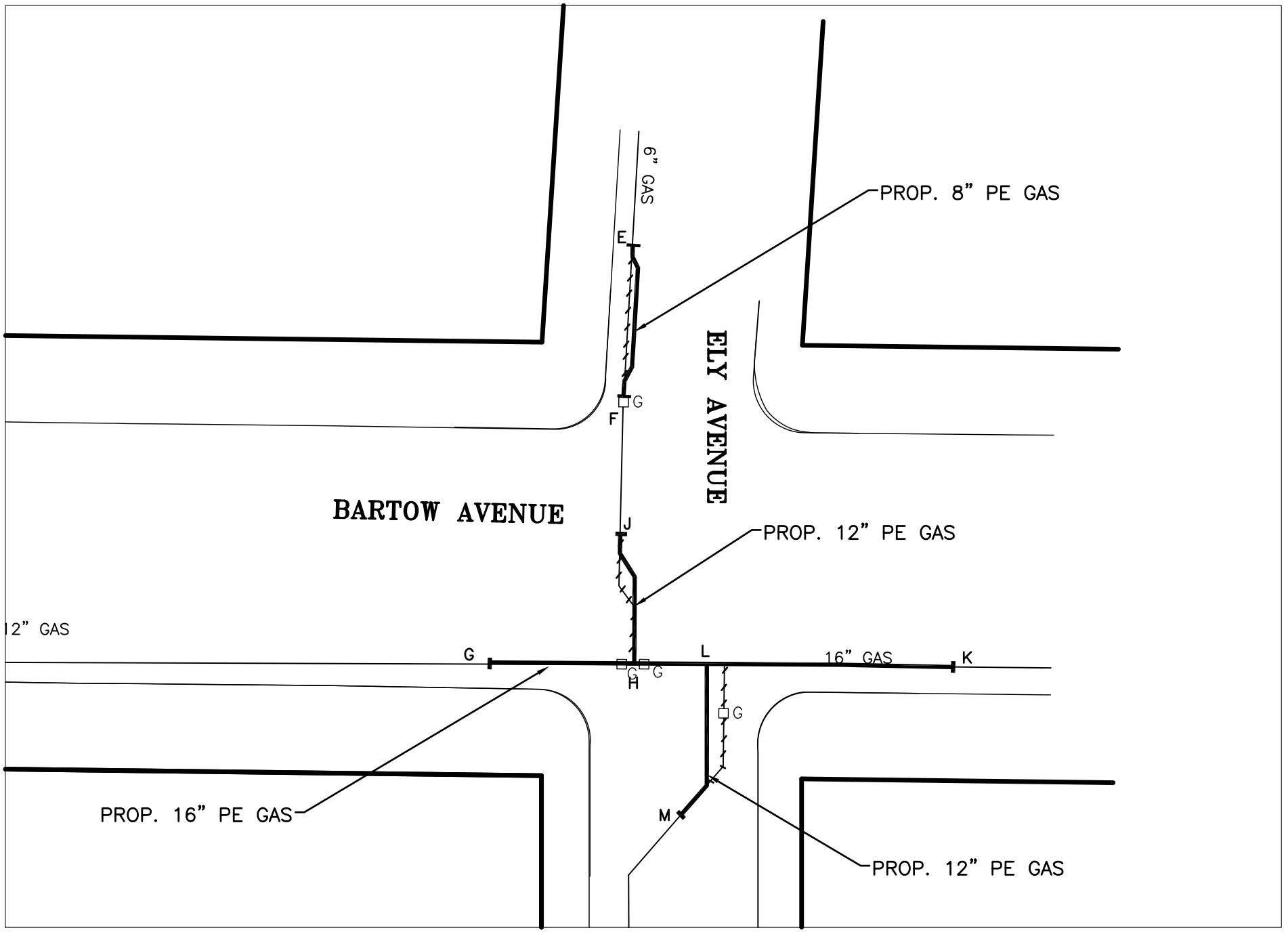
IN-HOUSE DESIGN

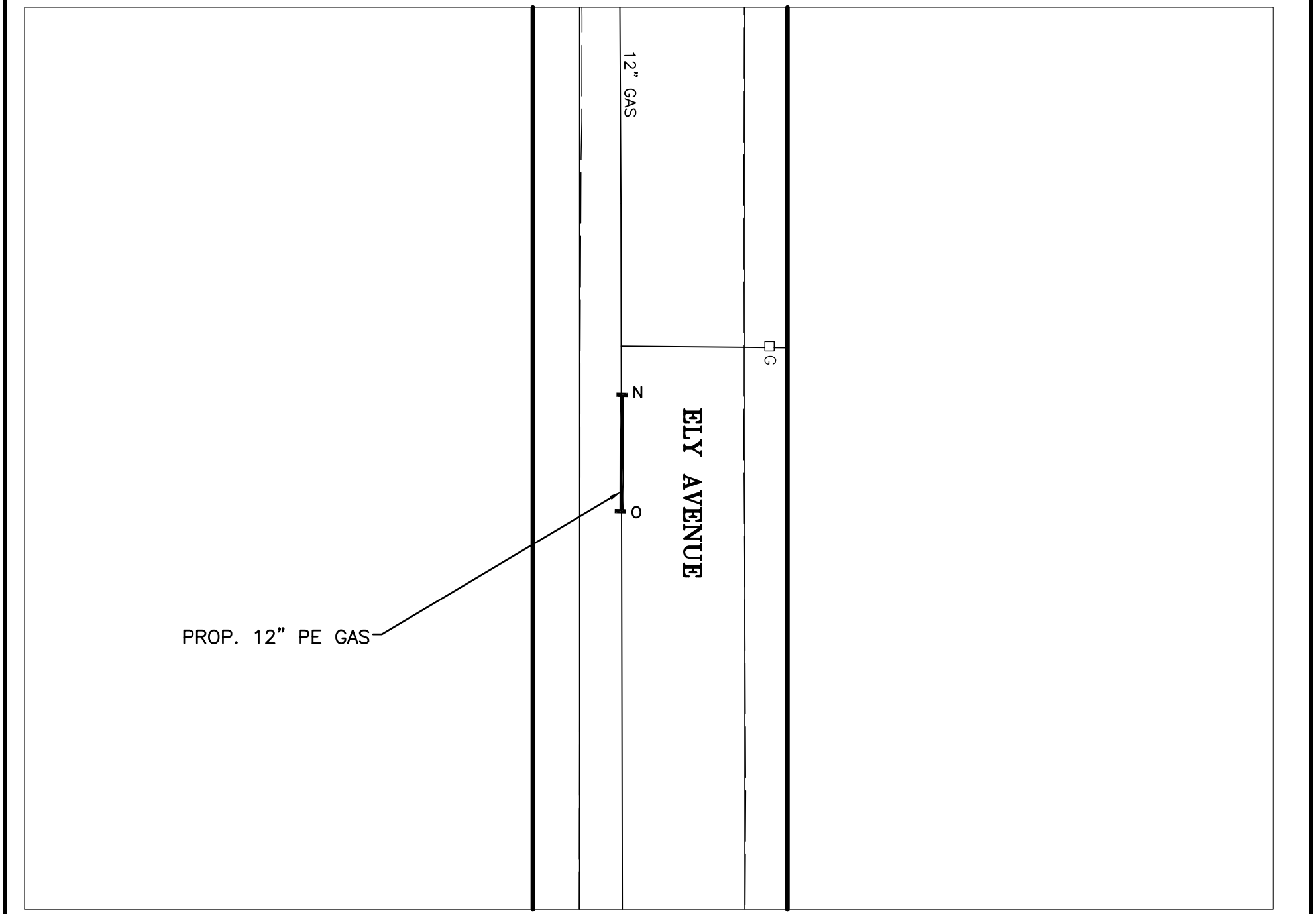


CON EDISON

N.T.S.

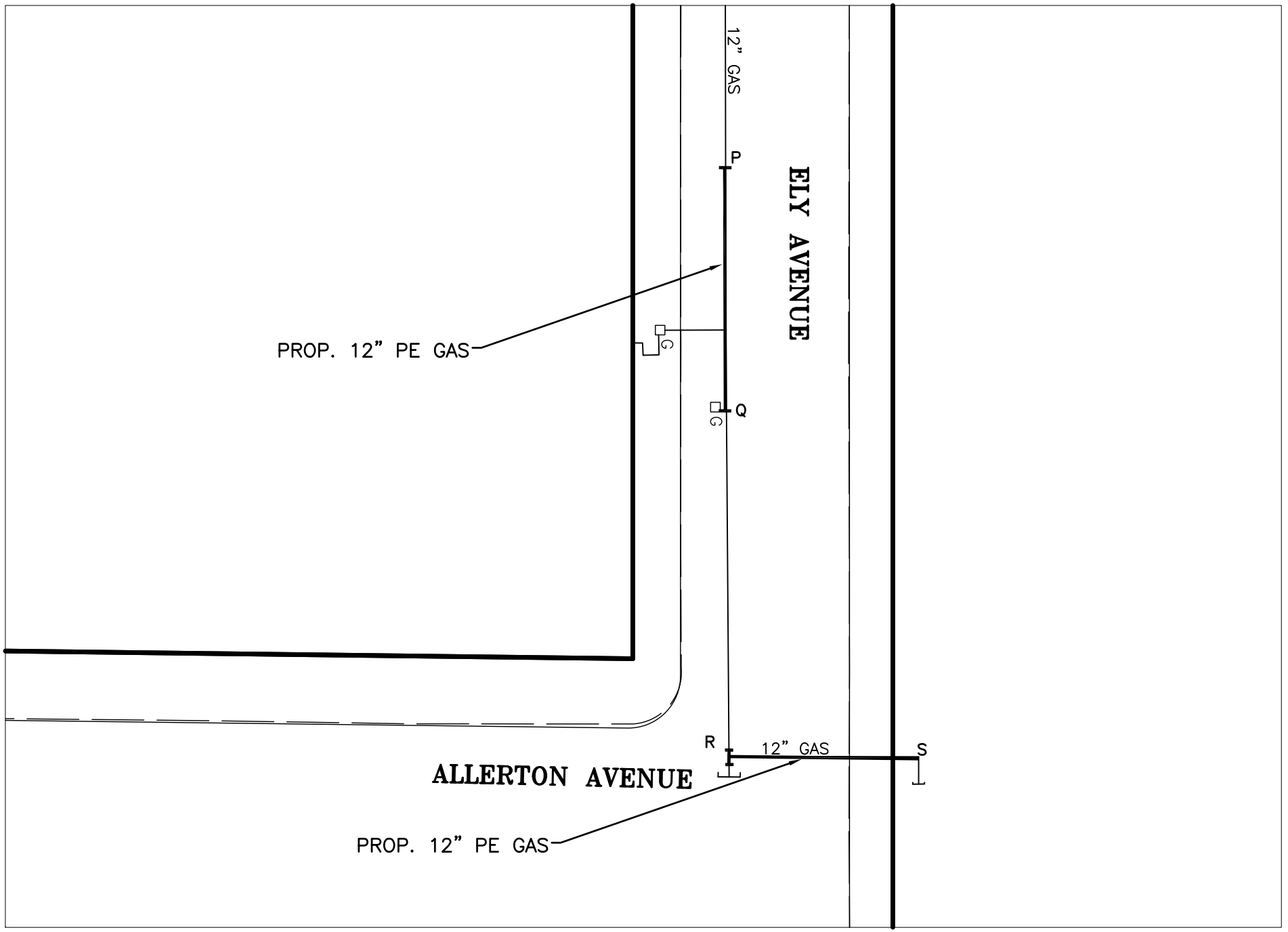
EP7-27A4


6" GAS
PROP. 8" PE GAS
E
G
F
ELY AVENUE
BARTOW AVENUE
J
PROP. 12" PE GAS
12" GAS
G
L
16" GAS
K
G
H
G
G
M
PROP. 16" PE GAS
PROP. 12" PE GAS



CON EDISON

N.T.S.


12" GAS
P
ELY AVENUE
PROP. 12" PE GAS
G
Q
G
R
12" GAS
S
ALLERTON AVENUE
PROP. 12" PE GAS

VI - LISTING OF APPROXIMATE LOCATIONS OF EP-7 BID ITEMS QUANTITIES.

(NO TEXT IN THIS AREA, TURN PAGE)

SCOPE OF WORK
SUPPORT AND PROTECTION
FOR CONTRACT NUMBER HWX402

The City of New York Department of Design and Construction is planning to install sewers and/or water mains and all appurtenances in various locations in The City of New York along with all work incidental thereto.

6.01.8 (ConEd) Support & Protect Gas Services Crossing Trenches and/or Excavations (Ea.)

1 in Various Locations As Required

6.01.9 (ConEd) Support & Protect Gas Main Crossing Water Main Up To 20" In Diameter (Ea.)

1 in Various Locations As Required

6.02 (ConEd) Extra Excavation For the Installation of Catch Basin Sewer Drain Pipes with gas interferences (Ea.)

2 in Various Locations As Required

6.03 (ConEd) Removal Of Abandoned Gas Facilities. All Sizes (L.F.)

450 in Various Locations As Required

6.03.1a (ConEd) Removal Of Abandoned Gas facilities with Possible Coal Tar Wrap. All sizes. (L.F.) (For ConEd work only)

10 in Various Locations As Required

6.04 (ConEd) Adjust Hardware to Grade Using Spacer Rings/Adaptors (Street repaving) (Ea.)

6 in Various Locations As Required

6.06 (ConEd) Special Care Excavation & Backfilling (C.Y.)

50 in Various Locations, As Required

6.07 (ConEd) Test Pits For Gas Facilities (C.Y.)

25 in Various Locations As Required

6.09A (ConEd) Trench Excavation And Backfill For New Gas Mains & Services. Gas installed by others. (C.Y.) (For Con Edison work only)

170 in Various Locations As Required

EP-7 (1.0) **EP-7**

END OF EP-7 PAGES

THE EP-7 PAGES CONSIST OF FOURTY SIX
(46) PAGES INCLUDING THIS PAGE.

HAZ - PAGES

SUPPLEMENTAL DOCUMENTATION FOR USE WITH SPECIFICATIONS FOR HANDLING, TRANSPORTATION AND DISPOSAL OF NONHAZARDOUS AND POTENTIALLY HAZARDOUS CONTAMINATED MATERIALS

NOTICE

THE PAGES CONTAINED IN THIS SECTION ARE ISSUED FOR THE PURPOSE OF SPECIFYING THE REQUIREMENTS OF THE CONTRACT DOCUMENTS AND HEREBY MADE PART OF SAID CONTRACT DOCUMENTS.

SUPPLEMENTAL DOCUMENTATION FOR USE WITH SPECIFICATIONS FOR HANDLING, TRANSPORTATION, AND DISPOSAL OF POTENTIAL AND IDENTIFIED CONTAMINATED AND HAZARDOUS MATERIALS

RECONTRUCTION OF BRUNER AND ELY AVENUES

BOROUGH OF BRONX
CITY OF NEW YORK

Project ID: HWX402

Prepared By:

Department of Design and Construction
30-30 Thomson Avenue
Long Island City, New York 11101

These Haz-Pages are to be read in conjunction with the corresponding 8.01 sections of STANDARD HIGHWAY SPECIFICATIONS, May 16, 2022.

ATTACHMENT 1

Final
Phase I Corridor Assessment
And
Phase II Subsurface Corridor Investigation Report
For
Reconstruction of Bruner and Ely Avenues
(LiRo Engineers dated July 20, 2023)

- Final -

Phase I Corridor Assessment and Phase II Subsurface Corridor Investigation Report

For

Reconstruction of Bruner and Ely Avenues
Bruner, Ely, Bartow, and Allerton Avenues
Bronx, New York

NYCDDC PROJECT NO. HWX402
TASK ID NO. 2023OEHS0990-01
WORK ORDER NO. OEHS-20201409798-WOL-302
CONTRACT REGISTRATION NO. 20201409798

Prepared for:

NYC DDC Department of Design and Construction

Office of Environmental and Hazmat Services
30-30 Thomson Avenue, Third Floor
Long Island City, New York 11101

Prepared by:

LiRo Engineers, Inc.
703 Lorimer Street
Brooklyn, New York 11211

PROJECT NO. 19-294-0265

July 20, 2023

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EXECUTIVE SUMMARY

On behalf of the New York City Department of Design and Construction (NYCDDC), LiRo Engineers, Inc. (LiRo) conducted a combined Phase I Corridor Assessment (CA) and Phase II Subsurface Corridor Investigation (SCI) of the HWX402 Corridor to reasonably determine the existence of any potential source of subsurface contamination that may adversely impact proposed construction activities. The Corridor is located within the Baychester section of The Bronx, New York. The proposed construction activities for the Corridor consist of the full reconstruction of Bartow Avenue from Bruner Avenue to Ely Avenue, Bruner Avenue from Bartow Avenue to Allerton Avenue, Allerton Avenue from Bruner Avenue to Ely Avenue, and Ely Avenue from Allerton Avenue to Bartow Avenue from property line to property line. The roadways, curbs, and sidewalks within the project limits have sunken dramatically over time due to heavy vehicular usage, poor subsurface conditions, and deferred maintenance. The Corridor is approximately 0.42-miles (2,196-feet) in length and consists of the following four street segments:

Street Segments	Length (feet)
Bartow Avenue from Bruner Avenue to Ely Avenue	355
Ely Avenue from Bartow Avenue to Allerton Avenue	743
Allerton Avenue from Ely Avenue to Bruner Avenue	355
Bruner Avenue from Allerton Avenue to Bartow Avenue	743

The Phase I CA portion of this report was conducted to reasonably determine the potential for environmental concerns and possible contamination posed by properties along the Corridor or within the immediately surrounding area. The CA process involved conducting a site reconnaissance on February 17, 2023, to document current property use and conditions, a review of historical Sanborn Fire Insurance Maps to document past property use, and a review of a regulatory agency database report to identify Corridor properties and immediately surrounding sites of potential environmental concern.

Based on the Risk Criteria protocol established by the NYCDDC, LiRo identified 24 sites categorized as initially having a “High” risk with respect to potential impact on the project. The sites were re-classified because they are outside of the Corridor limits or new modifying information indicated a lower risk. Modifying information included sites with spills that had been closed by the New York State Department of Environmental Conservation (NYSDEC), sites identified on one or more databases with no evidence or records of spills or other concerns, and older sites that were redeveloped or located such that they no longer posed significant risks.

Based on modifying information, LiRo recommends that two of the 24 “High” risk sites be reclassified as “Moderate” risk sites and that 17 of the 24 “High” risk sites be reclassified as “Low” risk sites. Therefore, the final evaluation has identified five final “High” risk sites and two final “Moderate” risk sites with respect to potential impact on the project corridor. The final “High” and “Moderate” risk sites are listed below:

HIGH RISK SITES:

Risk Site No.	Facility Name	Address	Map ID
1	MTA Bus Depot and Astor Little League Ball Park with multiple regulatory listings	1910 Bartow Ave., 1824 Allerton Ave., 1769-1825 E. Gun Hill Rd., 2701 Bruner Ave., and 2780 Ely Ave.	H1
2	BP Gas Station, BP Atlantic Store, and Dunkin Donuts	1924-1950 Bartow Ave.	H2
3	Pizza Hut, Wing Street, Co-Op City African Market, and parking lot, and Underground Storage Tank (UST) Site	2829 Edson Ave.	H3
4	Mobil Gas Station and Mobil Mart	1945 Bartow Ave. and 2805 Edson Ave.	H4
5	Gun Hill Muffler, Inc. and UST Site	1731-1735 Gun Hill Rd.	H5

MODERATE RISK SITES:

Risk Site No.	Facility Name	Address	Map ID
1	The B Deli, Hand Car Wash, Sunoco Gas Station, and R&P Auto Repair Shop	1738 East Gun Hill Rd.	M1
2	Aldi's, Petco, Dollar Tree, Feel Beauty Supply, Planet Fitness, Dunkin Donuts, Ridgewood Savings Bank, and parking lot (former service station)	1750-1780 East Gun Hill Rd. and 1875 Mace Ave.	M2

Based on the findings of the Phase I CA, the five "High" and two "Moderate" risk sites could impact the subsurface (soil and/or groundwater) of the Corridor.

As requested by the NYCDDC, LiRo also conducted a Phase II SCI in conjunction with the Phase I CA. The objective of the Phase II SCI was to assess the presence of any subsurface contamination that may potentially impact proposed construction activities.

The Phase II SCI activities consisted of the following components:

- The advancement of seven borings (SB-01 through SB-07) to a terminal depth of 7 feet below ground surface (ftbg). Field screening consisted of classification and identification of soils from surface grade to the bottom of each boring. Soil samples were classified in the field using the Unified Soil Classification System (USCS), including photo-ionization detector (PID) readings, and identification of visual and olfactory indicators of contamination (staining, odors). Each boring was cleared to a depth of 7 ftbg using a post hole digger, hand auger, and/or a vacuum excavator;

- The collection of seven grab soil samples, one from each of the seven soil borings (SB-01 through SB-07). The grab soil samples were analyzed for United States Environmental Protection Agency (USEPA) Target Compound List (TCL) volatile organic compounds (VOCs);
- The collection of seven composite soil samples, one from each of the seven soil borings (SB-01 through SB-07). The composite soil samples were analyzed for the following parameters: (1) Polycyclic Aromatic Hydrocarbons (PAHs) via USEPA Method 8270C; (2) Polychlorinated Biphenyls (PCBs) via USEPA Method 3550B/8082; (3) Total Petroleum Hydrocarbon (TPHC) Diesel Range Organics/Gasoline Range Organics (TPHC DRO/GRO) via USEPA Method 8015B; (4) Resource Conservation and Recovery Act (RCRA) Characteristics via USEPA SW-846; and, (5) Toxicity Characteristic Leaching Procedure (TCLP) RCRA Metals via USEPA SW-846;

- No groundwater samples were collected as part of this subsurface investigation; and,

- The preparation of this report, which includes tables summarizing the laboratory analytical results and figures depicting boring locations, significant site features and, if applicable, contamination occurrence and distribution.

In order to evaluate the subsurface soil quality, laboratory analytical results for the soil samples were compared with the regulatory standards identified in: (1) New York State Department of Environmental Conservation (NYSDEC) Subpart 375-6: Remedial Program Restricted Use Commercial (Track 2) Soil Cleanup Objectives (SCOs), and/or, (2) Toxicity Characteristic Regulatory Levels for Hazardous Waste published in RCRA and Title 6 of the New York Codes, Rules and Regulations (NYCRR) Part 371.

Based on the evaluation of the field screening data and the laboratory analytical results, and a comparison to applicable regulatory standards, the following findings, conclusions, and recommendations are presented:

Findings

- The subsurface soils encountered during this Phase II SCI consisted predominantly of fill material in a matrix of brown fine to medium sand with gravel from grade to 7 ftbg. Man-made materials, which are indicative of urban fill, were encountered throughout the Corridor. Groundwater was not encountered within any of the on-site borings. Bedrock was not encountered during the Phase II SCI.

- Field screening (i.e., PID readings and visual and olfactory observations) did not identify impacted soils within the Corridor.

- Three VOCs were detected in four of the seven grab samples collected. Acetone, carbon disulfide, and methyl ethyl ketone were detected in samples SB-01-6.5-7.0, SB-02-6.5-7.0, SB-03-6.5-7.0, and SB-04-6.5-7.0 at concentrations below their applicable Part 375-6.8 (b) Restricted Use (Track 2) Commercial SCOs. There is no Part 375-6.8 (b) Restricted Use (Track 2) Commercial SCO regulatory standard for carbon disulfide. Acetone is a common laboratory cross contaminant.

- PAHs were detected in all seven composite samples collected. Acenaphthene, Acenaphthylene, Anthracene, Benzo(a)anthracene, Benzo(b)fluoranthene, Benzo(g,h,i)perylene, Benzo(k) fluoranthene, Chrysene, Dibenz[a,h]anthracene, Fluoranthene, Fluorene, Indeno(1,2,3-cd)pyrene,

Naphthalene, Phenanthrene, and/or Pyrene were detected at concentrations below their corresponding Part 375-6.8 (b) Restricted Use (Track 2) Commercial SCOs in all seven soil samples. Benzo(a)pyrene was detected at concentrations above the Part 375-6.8 (b) Restricted Use (Track 2) Commercial SCO in SB-04-COMP, SB-05-COMP, SB-06-COMP, and SB-07-COMP. The detected PAHs may be attributed to: (a) residuals from isolated releases in the area of the Corridor; and/or, (b) the presence of urban fill material placed at the Corridor.

- Three PCBs were detected in five of the seven composite samples collected. PCBs were detected in SB-01-COMP, SB-03-COMP, SB-04-COMP, SB-05-COMP, and SB-06-COMP. Total PCBs were detected above the Part 375-6.8 (b) Restricted Use (Track 2) Commercial SCO in SB-06-COMP. The detected PCBs may be attributed to contaminants in urban fill material placed at the Corridor.

- TCLP RCRA metals were detected in all seven composite samples collected. Arsenic, Barium, Cadmium, Chromium, Lead, and/or Mercury were detected below their corresponding 6 NYCRR Part 371 and RCRA standards in one or more of the seven composite samples collected. Based on their consistency, most of the detected concentrations are attributed to background levels. However, some of the detected concentrations may be attributed to contaminants in urban fill material placed throughout the Corridor.

- Ignitability (flash point), reactivity (cyanide and sulfide), and corrosivity (pH) were detected or within the acceptable RCRA ranges. TPHC-DRO were detected at concentrations ranging from approximately 29.1 milligrams per kilograms (mg/kg) in SB-01-COMP to 252 mg/kg in SB-04-COMP. TPHC-GRO were detected at concentrations ranging from approximately 0.010 mg/kg in SB-02-COMP, SB-05-COMP, and SB-07-COMP to 0.802 mg/kg in SB-04-COMP. There are no regulatory standards for TPHC-DRO and TPHC-GRO. Analytical results will need to be compared to levels acceptable by the chosen receiving facility to determine appropriate waste characterization prior to off-site disposal.

Conclusions

- Field screening (i.e., PID readings and visual and olfactory observations) did not identify any petroleum-impacted soils within the Corridor;

- Laboratory analytical results identified Polycyclic Aromatic Hydrocarbons (PAHs) and PCB-impacted soils within four of the seven composite samples collected along the Corridor. The presence of elevated concentrations of PAHs and/or PCBs in subsurface soils may be attributed to: (a) residuals from releases of petroleum products from the "High" and "Moderate" risk sites identified on and in the vicinity of the Corridor; and, (b) contaminants in urban fill material placed on the Corridor;

- Laboratory analytical results did not identify any clearly petroleum-impacted soils throughout the Corridor; however, DRO and GRO concentrations were reported. The presence of elevated concentrations of petroleum components (PAHs and DRO/GRO) in subsurface soils may be attributed to: (a) residuals from releases of petroleum products from the "High" and "Moderate" risk sites identified on and in the vicinity of the Corridor; and, (b) contaminants in urban fill material placed on the Corridor;

- The subsurface soil samples collected from the Corridor did not exhibit hazardous waste characteristics; and,

- No groundwater samples were collected as part of this subsurface investigation.

Recommendations

- The Contract documents should identify provisions and a contingency for managing, handling, transporting, and disposing of non-hazardous, contaminated soil. All soil shall be managed, transported, and disposed of in accordance with NYSDEC Part 360 requirements. The Contractor should submit a Material Handling Plan, to identify the specific protocols and procedures that will be employed to manage potentially contaminated waste, if encountered, during construction, in accordance with applicable regulations;

- Due to the presence of PAH and PCBs at concentrations above the Restricted Use-Commercial (Track 2) SCOs, to minimize the creation and dispersion of fugitive airborne dust, the Contractor may implement dust control measures to minimize potential airborne contaminants released as a direct result of construction activities. A Community Air Monitoring Plan (CAMP) shall be developed in accordance with NYSDEC DER-10 Regulations. The CAMP requires real-time monitoring for VOCs and particulates (i.e., dust) at the downwind perimeter of each designated work area when certain activities are in progress at contaminated sites. The CAMP is intended to provide a measure of protection for the downwind community from potential airborne contaminant releases as a direct result of investigative and remedial work activities;

- Should dewatering become necessary during construction activities within the Corridor, the Contractor will be required to obtain NYCDEP sewer discharge permit. If discharge into storm sewers is required during dewatering, it may be done under the appropriate NYSDEC State Pollutant Discharge Elimination System (SPDES) permit. Additional sampling and laboratory analysis may be required to satisfy NYSDEC requirements prior to discharge into storm sewers; and,

- Before beginning any excavation activity, the Contractor should submit a Corridor-specific health and safety plan (HASP) that will meet the requirements set forth by the Occupational, Safety and Health Administration (OSHA), the New York State Department of Health (NYSDOH) and any other applicable regulations. The HASP should identify the possible locations and risks associated with the potential contaminants that may be encountered, and the administrative and engineering controls that will be utilized to mitigate concerns (i.e., dust control procedures for PAHs and DRO/GRO).

1.0 INTRODUCTION

1.1 Background Information

On behalf of the New York City Department of Design and Construction (NYCDDC), LiRo Engineers, Inc. (LiRo) conducted a combined Phase I Corridor Assessment (CA) and Phase II Subsurface Corridor Investigation (SCI) of the HWX402 Corridor to reasonably determine the existence of any potential source of subsurface contamination that may adversely impact proposed construction activities. The Corridor is located within the Baychester section of The Bronx, New York. The proposed construction activities for the Corridor consist of the full reconstruction of Bartow Avenue from Bruner Avenue to Ely Avenue, Bruner Avenue from Bartow Avenue to Allerton Avenue, Allerton Avenue from Bruner Avenue to Ely Avenue, and Ely Avenue from Allerton Avenue to Bartow Avenue from property line to property line. The roadways, curbs, and sidewalks within the project limits have sunken dramatically over time due to heavy vehicular usage, poor subsurface conditions, and deferred maintenance. The Corridor is approximately 0.42-miles (2,196-feet) in length and consists of the following four street segments:

Street Segments	Length (feet)
Bartow Avenue from Bruner Avenue to Ely Avenue	355
Ely Avenue from Bartow Avenue to Allerton Avenue	743
Allerton Avenue from Ely Avenue to Bruner Avenue	355
Bruner Avenue from Allerton Avenue to Bartow Avenue	743

1.2 Scope of Work

At the request of the NYCDDC, the scope of the Phase I CA was limited to:

1. Conducting a site reconnaissance of the Corridor and adjacent properties;

2. Providing photographic documentation of properties within, and adjacent to the Corridor that are categorized as initial “High” or “Moderate” risk sites, or otherwise considered a potential environmental concern;

3. Conducting a review of Sanborn Fire Insurance Maps to document historical property use; and,

4. Conducting a review of government regulatory agency databases for properties along the Corridors and adjoining sites that are listed.

Once the Phase I CA evaluation was completed, the scope of work for the Phase II SCI was determined based on the Phase I CA findings. The Phase II SCI consisted of a field investigation, laboratory analyses, and the preparation of this combined report, which includes tables summarizing the laboratory analytical results and figures depicting boring locations, significant site features and, if applicable, contamination occurrence and distribution.

Drilling activities for the field investigation were performed by Associated Environmental Services, Limited (AES) of Hauppauge, New York. Oversight of drilling activities was performed by LiRo. Laboratory analyses were provided by Chemtech of Mountainside, New Jersey, a NYS Department of

Health (NYSDOH) certified laboratory (No. 11376). Field derived Quality Assurance/Quality Control samples (i.e., field blanks, trip blanks, duplicates) were not collected for this project. The field investigation was conducted on June 13, 2023 and consisted of the following components:

- The advancement of seven borings (SB-01 through SB-07) to a terminal depth of approximately 7 ftbg.

- The borings were cleared to a depth of 7 feet using a post hole digger, hand auger, and/or a vacuum excavator. Soil samples were collected using disposable spoons. In addition, a HASP was prepared prior to commencing field work.

- Field screening, classification, and identification of soils was conducted from the ground surface to the bottom of each boring. Soil samples were visually classified in the field using the Unified Soil Classification System (USCS). Field screening consisted of visual and olfactory indicators of impacts as well as screening with a PID.

- The collection of one composite and one grab sample from each of the seven soil boring locations (SB-01 through SB-07). The composite samples were comprised of soil from the entire boring column. The grab samples were collected from the bottom 6-inch interval in each boring.

- Laboratory analysis of the grab samples for TCL volatile organic compounds (VOCs) by USEPA Method 8260C.

- Laboratory analysis of the composite samples for: (1) Polycyclic Aromatic Hydrocarbons (PAHs) via United States Environmental Protection Agency (USEPA) Method 8270D; (2) Polychlorinated Biphenyls (PCBs) via USEPA Method 3550B/8082; (3) Total Petroleum Hydrocarbon Diesel Range Organics/Gasoline Range Organics (TPHC DRO/GRO) via USEPA Method 8015B; (4) Resource Conservation and Recovery Act (RCRA) Characteristics via USEPA SW-846; and, (5) Toxicity Characteristic Leaching Procedure (TCLP) RCRA Metals via USEPA SW-846.

- No groundwater samples were collected as part of this subsurface investigation.

2.0 CORRIDOR INFORMATION

2.1 Corridor Location, Description, and Use

The Corridor is approximately 0.42-miles (2,196-feet) long and is located in the Baychester section of the Borough of The Bronx, New York. The Corridor consists of Bruner Avenue from Bartow Avenue to Allerton Avenue, Allerton Avenue from Bruner Avenue to Ely Avenue, and Ely Avenue from Allerton Avenue to Bartow Avenue, which is developed with a paved roadway and existing infrastructure systems.

Adjoining property usage consists of residential and commercial operations. One property of potential environmental concern, High Risk Site No. 1, was identified during the Corridor reconnaissance as the MTA Gun Hill Bus Depot. A map of the Corridor area is presented as Figures 1 and 2.

2.2 Description of Surrounding Properties

The area surrounding the Corridor consists primarily of residences and commercial operations. Properties of potential environmental concern in the surrounding area include the following.

- High Risk Site No. 2 - BP Gas Station, BP Atlantic Store, and Dunkin Donuts located at 1924-1950 Bartow Ave.
- High Risk Site No. 4 - Mobil Gas Station and Mobil Mart located at 1945 Bartow Ave. and 2805 Edson Ave.
- High Risk Site No. 5 - Gun Hill Muffler, Inc. located at 1731-1735 Gun Hill Rd.
- Moderate Risk Site No. 1 - The B Deli, Hand Car Wash, Sunoco Gas Station, and R&P Auto Repair Shop located at 1738 East Gun Hill Rd.

2.3 Corridor and Regional Topographic Setting

LiRo reviewed the United States Geologic Survey (USGS) 7.5-minute Topographic Quadrangle Maps for Flushing, New York (2022) to determine the topography at the Corridor. The Corridor exhibits a topographic elevation change of approximately 15 feet. The elevation of the Corridor varies from approximately 5 feet above mean sea level (msl) near the southeast corner of the Corridor to approximately 20 feet msl near the northwest corner of the Corridor. Under natural conditions, surface runoff at the Corridor would be expected to follow the topography, which slopes southeast toward the Hutchinson River.

2.4 Corridor and Regional Geology

Based on the Geologic Map of New York State (Lower Hudson Sheet dated 1970), bedrock in the Corridor appears to be of the Eugeosynical (Allochthonous) Sequence, specifically within the Hartland Formation. The Eugeosynical (Allochthonous) Sequence ranges from 0 to 4,000 feet in thickness.

Based on the Surficial Geologic Map of New York (Lower Hudson Sheet dated 1989), the surficial geology in the Corridor area is characterized by till. The till thickness varies from zero to 150 feet.

The Corridor is located within the Manhattan Prong Physiographic Province which is generally characterized by folded bedrock forming local topographic high areas and lower areas that have been filled in with glacial till and more recent alluvium.

The subsurface soils encountered during this Phase II SCI were comprised of fill material in a matrix of brown fine to medium sand with gravel from grade to 7 ftbg. Man-made materials, which are indicative of urban fill, were encountered throughout the Corridor. Bedrock was not encountered during the Phase II SCI.

2.5 Corridor and Regional Hydrogeology

The depth to the water table in the Bronx varies but generally follows topography. Based on the EDR database report, the groundwater table is anticipated to be present at a depth of approximately 5 to 10 ftbg. During the Phase II SCI, groundwater was not encountered within any of the on-site borings. The nearest surface water body is the Hutchinson River, which is located approximately 3,900 feet east of the Corridor. Based on the topography of the area, groundwater is anticipated to flow towards the southeast. Groundwater can also be influenced by seasonal fluctuations in precipitation, local variations in geology, tidal variations, underground anthropogenic structures, and/or local dewatering operations.

According to the National Wetlands Inventory, the closest national wetland area (the Hutchinson River) is located approximately 3,200 feet east of the Corridor and is identified as E1UBL (Estuarine Subtidal Unconsolidated Bottom). According to the New York State Department of Environmental Conservation (NYSDEC) wetland mapper, the closest state wetland is located approximately 1.25 miles north of the Corridor.

Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM) were accessed from the FEMA website. One map panel (Panel 3604970102F, effective 9/5/07) indicates that a portion of the Corridor is located in Zone X, an area of minimal flood hazard, while another portion of the Corridor is located in an area where there is 0.2% annual chance flood hazard, areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile.

3.0 PHASE I CA EVALUATION

Based on a review of the regulatory environmental database report and historical fire insurance maps, as well as observations from the Corridor reconnaissance, the Corridor was evaluated to determine potential environmental risks due to historical and current usage of the Corridor itself and adjacent properties. Sites identified from the Corridor reconnaissance, historical map review, and environmental database report evaluation are categorized using the DDC Risk Criteria in Table 1 and placed in a Risk Category of "High", "Moderate", or "Low", to allow for consistent evaluation of the potential risk posed by certain establishments.

3.1 Corridor Reconnaissance

A Corridor reconnaissance was performed by Ms. Eva Jakubowska of LiRo on February 17, 2023 to visually identify sites of potential environmental concern, based on their current use and/or conditions located within and adjoining the Corridor. Available project information and an environmental database report were used to identify and evaluate individual properties within and adjacent to the Corridor. The sites of potential environmental concern identified during the reconnaissance were correlated with street address, block and lot information, regulatory agency database listings, and Sanborn Map review. Adjoining property usage consists primarily of residential and commercial operations. One property of potential environmental concern, High Risk Site No. 1, was identified during the Corridor reconnaissance as the MTA Bus Depot. The area surrounding the Corridor consists primarily of residences and commercial operations. Properties of potential environmental concern in the surrounding area include the following.

- High Risk Site No. 2 - BP Gas Station, BP Atlantic Store, and Dunkin Donuts located at 1924-1950 Bartow Ave.
- High Risk Site No. 4 - Mobil Gas Station and Mobil Mart located at 1945 Bartow Ave. and 2805 Edson Ave.
- High Risk Site No. 5 - Gun Hill Muffler, Inc. located at 1731-1735 Gun Hill Rd.
- Moderate Risk Site No. 1 - The B Deli, Hand Car Wash, Sunoco Gas Station, and R&P Auto Repair Shop located at 1738 East Gun Hill Rd.

A list of risk sites identified from the Corridor reconnaissance are presented in Table 2. Corridor photographs are presented in Appendix A.

3.2 Historical Sanborn Map Review

Environmental Data Resources, Inc. (EDR) of Shelton, Connecticut provided historical Sanborn Fire Insurance Maps for the Corridor. The purpose of the Sanborn Map review was to identify sites of potential environmental impact within and adjoining to the Corridor based on their historical use. LiRo reviewed copies of Sanborn Fire Insurance Maps for the Corridor for the years 1897, 1908, 1918, 1935, 1950, 1976, 1978, 1981, 1983, 1986, 1989, 1991, 1992, 1993, 1995, 1996, 1998, 2001, 2002, 2003, 2004, 2005, 2006, and 2007. This information was utilized during the Corridor reconnaissance to correlate historical properties of environmental concern with their current street address, block, and lot information.

Based on a review of the Sanborn maps, the properties adjoining and surrounding the Corridor consist mainly of residential and commercial structures. Properties of potential environmental concern identified by the Sanborn maps include the following.

- High Risk Site No. 1 - MTA Bus Depot located at 1910 Bartow Ave., 1824 Allerton Ave., 1769-1825 E. Gun Hill Rd., 2701 Bruner Ave., and 2780 Ely Ave.
- High Risk Site No. 2 - BP Gas Station, BP Atlantic Store, and Dunkin Donuts located at 1924-1950 Bartow Ave.
- High Risk Site No. 4 - Mobil Gas Station and Mobil Mart located at 1945 Bartow Ave. and 2805 Edson Ave.

A list of risk sites identified from the historical map review are presented in Table 2. Copies of the Sanborn Fire Insurance Maps are provided as Appendix B.

3.3 Regulatory Agency Database Report Review

An environmental database report was obtained from EDR to review available regulatory environmental databases to identify sites that are known to be contaminated or pose potential environmental risk within a 1/8-mile radius of the Corridor centerline. Databases searched include, but are not limited to: National Priority List (NPL); Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS); CERCLIS No Further Remedial Action Planned (NFRAP); Resource Conservation and Recovery Act (RCRA) Treatment, Storage, and Disposal facilities (TSD); RCRA Corrective Action Report (CORRACTS); RCRA Generators (GEN); Emergency Response Notification System (ERNS); New York State Inactive Hazardous Waste Sites (State Sites); New York State 1990 Spills (Spills-1990); New York State Solid Waste Landfills (SWL); New York State Regulated Underground Storage Tanks / Aboveground Storage Tanks (REG UST/AST); and, New York State Leaking Underground Storage Tanks (LUST). The environmental regulatory database report is provided as Appendix C. A list of risk sites identified from the review of regulatory environmental database report is presented in Table 2, Summary of Assessment Results (High and Moderate Risk Sites). Figure 3 shows the location of the final “High” and “Moderate” risk sites relative to the Corridor.

3.4 Findings and Recommendations of the Phase I CA

Based on the Risk Criteria protocol established by the NYCDDC, LiRo identified 24 sites categorized as initially having a “High” risk with respect to potential impact on the project.

The sites were re-classified because they are outside of the Corridor limits or new modifying information indicating a lower risk. Modifying information could include sites with spills that had been closed by the NYSDEC, sites identified on one or more databases with no evidence or records of spills or other concerns, and older sites that were redeveloped or located such that they no longer posed significant risks. Based on modifying information, LiRo recommends that two of the initial 24 “High” risk sites be reclassified as “Moderate” risk sites and that 17 of the initial 24 “High” risk sites be reclassified as “Low” risk sites.

Therefore, the final evaluation has identified five final “High” risk sites and two final “Moderate” risk sites with respect to potential impact on the project corridor. The final “High” and “Moderate” risk sites are listed below and identified on Figure 3.

HIGH RISK SITES:

Risk Site No.	Facility Name	Address	Map ID
1	MTA Gun Hill Bus Depot and Astor Little League Ball Park with multiple regulatory listings	1910 Bartow Ave., 1824 Allerton Ave., 1769-1825 E. Gun Hill Rd., 2701 Bruner Ave., and 2780 Ely Ave.	H1
2	BP Gas Station, BP Atlantic Store, and Dunkin Donuts	1924-1950 Bartow Ave.	H2
3	Pizza Hut, Wing Street, Co-Op City African Market, and parking lot, and UST Site	2829 Edson Ave.	H3
4	Mobil Gas Station and Mobil Mart	1945 Bartow Ave. / 2805 Edson Ave.	H4
5	Gun Hill Muffler, Inc. and UST Site	1731-1735 Gun Hill Rd.	H5

MODERATE RISK SITES:

Risk Site No.	Facility Name	Address	Map ID
1	The B Deli, Hand Car Wash, Sunoco Gas Station, and R&P Auto Repair Shop	1738 East Gun Hill Rd.	M1
2	Aldi's, Petco, Dollar Tree, Feel Beauty Supply, Planet Fitness, Dunkin Donuts, Ridgewood Savings Bank, and parking lot (former service station)	1750-1780 East Gun Hill Rd. and 1875 Mace Ave.	M2

Based on the findings of the Phase I CA, the five "High" risk sites and two "Moderate" risk sites could impact the subsurface (soil and/or groundwater) of the Corridor. As requested by the NYCDDC, LiRo also conducted a Phase II SCI and the results are presented in this report.

4.0 PHASE II SCI CORRIDOR EVALUATION

4.1 Soil Quality Investigation

Seven borings (SB-01 through SB-07) were advanced to a terminal depth of 7 ftbg. The borings were cleared to a depth of 7 ftbg using a post hole digger, hand auger, and/or a vacuum excavator. Soil samples were collected using disposable spoons. Soil boring locations are shown on Figure 2. The designations and sampling intervals for the samples that were submitted to the laboratory are included in Table 1. Maps depicting each boring location are included in Appendix A. Boring logs are provided in Appendix B. The locations of the borings are described below:

- **SB-01** – Advanced on the sidewalk along Bartow Avenue, 48 feet east of Ely Avenue and 9 feet south of the Bartow Avenue curb line.
- **SB-02 –** Advanced on the sidewalk along Ely Avenue, 170 feet south of Bartow Avenue and 5 feet west of the Ely Avenue curb line.
- **SB-03** – Advanced on the sidewalk along Ely Avenue, 152 feet north of Allerton Avenue and 5 feet east of the Ely Avenue curb line.
- **SB-04** – Advanced on the sidewalk along Allerton Avenue, 140 feet west of Ely Avenue and 9 feet south of the Allerton Avenue curb line.
- **SB-05 –** Advanced on the sidewalk along Bruner Avenue, 209 feet north of Allerton Avenue and 8 feet west of the Bruner Avenue curb line.
- **SB-06** – Advanced on the sidewalk along Bruner Avenue, 151 feet south of Bartow Avenue and 5 feet east of the Bruner Avenue curb line.
- **SB-07 –** Advanced on the sidewalk along Bartow Avenue, 30 feet west of Bruner Avenue and 2 feet north of the Bartow Avenue curb line.

Soil from each boring was classified and examined for visual evidence (i.e., staining, discoloration) and any olfactory indications (i.e., odors) of contamination. Continuous soil samples were collected from each of the borings. In addition, a PID was used to screen the soil for VOC vapors. All re-useable sampling equipment was decontaminated using a deionized water and Alconox soap wash and then rinsed with deionized water.

In order to identify representative conditions relative to the presence of PAHs, PCBs, TPHC DRO/GRO, RCRA Characteristics, and TCLP RCRA metals over the entire soil column in each boring, composite soil samples were collected by mixing the soil from the entire column in a stainless steel bowl. Boring composite samples were collected from all seven soil borings.

In order to identify representative conditions relative to the presence of VOCs, grab soil samples were collected from the bottom 6-inch interval in all seven soil borings.

4.2 Groundwater Quality Investigation

No groundwater samples were collected as part of this subsurface investigation and groundwater was not encountered in the soil borings.

4.3 Laboratory Analyses

The soil samples were submitted to Chemtech, an NYSDOH approved laboratory (No. 11376). Field derived Quality Assurance/Quality Control (QA/QC) samples (i.e., field blank, trip blank, duplicate) were not collected for this project. Laboratory analytical reports are included in Appendix C.

The grab soil samples were analyzed for USEPA Target Compound List (TCL) volatile organic compounds (VOCs) by Method 8260C. The boring composite soil samples were analyzed for: (1) PAHs via USEPA Method 8270D; (2) PCBs via USEPA Method 3550B/8082; (3) TPHC DRO/GRO via USEPA Method 8015B; (4) RCRA Characteristics via USEPA SW-846; and, (5) TCLP RCRA Metals via USEPA SW-846.

4.4 Data Evaluation

In order to evaluate the subsurface soil quality, the laboratory analytical results of the grab and composite soil samples were compared with the regulatory standards identified in: (1) New York State Department of Environmental Conservation (NYSDEC) Subpart 375-6: Remedial Program Restricted Use Commercial (Track 2) Soil Cleanup Objectives (SCOs); and/or, (2) Toxicity Characteristic Regulatory Levels for Hazardous Waste published in RCRA and Title 6 of the New York Codes, Rules and Regulations (NYCRR) Part 371.

5.0 PHASE II SCI FINDINGS

This section discusses the analytical data and findings for the activities discussed in Section 4.0. Boring logs can be found in Appendix D. Complete analytical data reports are included in Appendix E.

5.1 Field Screening

Field screening did not identify any visual or olfactory evidence of impacts or elevated PID readings within the soil borings. Refer to Table 3 for a summary of environmental boring data.

5.2 Soil and Groundwater Laboratory Analytical Results

5.2.1 Volatile Organic Compounds (VOCs) in Soil

Three VOCs were detected in four of the seven grab samples collected. Acetone, carbon disulfide, and methyl ethyl ketone, were detected in samples SB-01-6.5-7.0, SB-02-6.5-7.0, SB-03-6.5-7.0, and SB-04-6.5-7.0 at concentrations below their applicable Part 375-6.8 (b) Restricted Use (Track 2) Commercial SCOs. There is no Part 375-6.8 (b) Restricted Use (Track 2) Commercial SCO regulatory standard for carbon disulfide. Acetone is a common laboratory cross contaminant. Refer to Table 4 for a summary of TCL VOC detection.

5.2.2 Polycyclic Aromatic Hydrocarbons (PAHs) in Soil

PAHs were detected in all seven composite samples collected. Acenaphthene, Acenaphthylene, Anthracene, Benzo(a)anthracene, Benzo(b)fluoranthene, Benzo(g,h,i)perylene, Benzo(k) fluoranthene, Chrysene, Dibenz[a,h]anthracene, Fluoranthene, Fluorene, Indeno(1,2,3-cd)pyrene, Naphthalene, Phenanthrene, and/or Pyrene were detected at concentrations below their corresponding Part 375-6.8 (b) Restricted Use (Track 2) Commercial SCOs in all seven soil samples.

Benzo(a)pyrene was detected at concentrations above the Part 375-6.8 (b) Restricted Use (Track 2) Commercial SCO in SB-04-COMP, SB-05-COMP, SB-06-COMP, and SB-07-COMP.

The detected PAHs may be attributed to: (a) residuals from isolated releases in the area of the Corridor; and/or, (b) the presence of urban fill material placed at the Corridor. Refer to Table 5 for a summary of PAH detections.

5.2.3 PCBs in Soil

Three PCBs were detected in five of the seven composite samples collected. Aroclor 1242, Aroclor 1254, and/or Aroclor 1260 were detected in SB-01-COMP, SB-03-COMP, SB-04-COMP, SB-05-COMP, and SB-06-COMP. Total PCBs were detected above the Part 375-6.8 (b) Restricted Use (Track 2) Commercial SCO in SB-06-COMP. The detected PCBs may be attributed to contaminants in urban fill material placed at the Corridor. Refer to Table 6 for a summary of the PCB detections.

5.2.4 Toxicity Characteristic Leaching Procedure (TCLP) Resource Conservation and Recovery Act (RCRA) Metals in Soil

TCLP RCRA metals were detected in all seven composite samples collected. Arsenic, Barium, Cadmium, Chromium, Lead, and/or Mercury were detected below their corresponding 6 NYCRR Part 371 and RCRA standards in one or more of the seven composite samples collected. Based on their consistency, most of the detected concentrations are attributed to background levels. However, some of the detected concentrations may be attributed to contaminants in urban fill material placed throughout the Corridor. Refer to Table 7 for a summary of TCLP RCRA metals detections.

5.2.5 Waste Classification of Soil

Ignitability (flash point), reactivity (cyanide and sulfide), and corrosivity (pH) were detected within the acceptable RCRA ranges. TPHC-DRO were detected at concentrations ranging from approximately 29.1 mg/kg in SB-01-COMP to 252 mg/kg in SB-04-COMP. TPHC-GRO were detected at concentrations ranging from approximately 0.010 mg/kg in SB-02-COMP, SB-05-COMP, and SB-07-COMP to 0.802 mg/kg in SB-04-COMP. There are no regulatory standards for TPHC-DRO and TPHC-GRO. Analytical results will need to be compared to levels acceptable by the chosen receiving facility to determine appropriate waste characterization prior to off-site disposal. Refer to Table 7 for a summary of TCLP parameters, RCRA Characteristics, and TPHC DRO/GRO results.

5.2.6 Analysis of NYCDEP Parameters in Groundwater

No groundwater samples were collected as part of this subsurface investigation.

6.0 PHASE II SCI CONCLUSIONS AND RECOMMENDATIONS

Based on the results of the Phase II SCI, which included the evaluation of the field screening data and the laboratory analytical results, and a comparison to applicable regulatory standards, the following conclusions and recommendations are presented:

- Field screening (i.e., PID readings and visual and olfactory observations) did not identify any petroleum-impacted soils within the Corridor;

- Laboratory analytical results identified Polycyclic Aromatic Hydrocarbons (PAHs) and PCB-impacted soils within four of the seven composite samples collected along the Corridor. The presence of elevated concentrations of PAHs and/or PCBs in subsurface soils may be attributed to: (a) residuals from releases of petroleum products from the "High" and "Moderate" risk sites identified on and in the vicinity of the Corridor; and, (b) contaminants in urban fill material placed on the Corridor;

- Laboratory analytical results did not identify any petroleum-impacted soils throughout the Corridor; however, DRO and GRO concentrations were reported. The presence of elevated concentrations of petroleum components (PAHs and DRO/GRO) in subsurface soils may be attributed to: (a) residuals from releases of petroleum products from the "High" and "Moderate" risk sites identified on and in the vicinity of the Corridor; and, (b) contaminants in urban fill material placed on the Corridor;

- The subsurface soil samples collected from the Corridor did not exhibit hazardous waste characteristics; and,

- No groundwater samples were collected as part of this subsurface investigation.

Recommendations

- The Contract documents should identify provisions and a contingency for managing, handling, transporting, and disposing of non-hazardous, petroleum-contaminated soil. All soil shall be managed, transported, and disposed of in accordance with NYSDEC Part 360 requirements. The Contractor should submit a Material Handling Plan, to identify the specific protocols and procedures that will be employed to manage potentially contaminated waste, if encountered, during construction, in accordance with applicable regulations;

- Due to the presence of PAH and PCBs at concentrations above the Restricted Use-Commercial (Track 2) SCOs, to minimize the creation and dispersion of fugitive airborne dust, the Contractor may implement dust control measures to minimize potential airborne contaminants released as a direct result of construction activities. A CAMP shall be developed in accordance with NYSDEC DER-10 Regulations. The CAMP requires real-time monitoring for VOCs and particulates (i.e., dust) at the downwind perimeter of each designated work area when certain activities are in progress at contaminated sites. The CAMP is intended to provide a measure of protection for the downwind community from potential airborne contaminant releases as a direct result of investigative and remedial work activities;

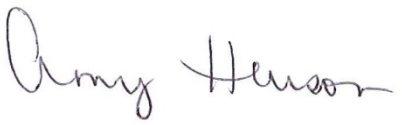
- Should dewatering become necessary during construction activities within the Corridor, the Contractor will be required to obtain NYCDEP sewer discharge permit. If discharge into storm sewers is required during dewatering, it may be done under the appropriate NYSDEC SPDES permit. Additional sampling and laboratory analysis may be required to satisfy NYSDEC requirements prior to discharge into storm sewers; and,

- Before beginning any excavation activity, the Contractor should submit a Corridor-specific HASP that will meet the requirements set forth by the OSHA, the NYSDOH and any other applicable regulations. The HASP should identify the possible locations and risks associated with the potential contaminants that may be encountered, and the administrative and engineering controls that will be utilized to mitigate concerns (i.e., dust control procedures for PAHs and DRO/GRO).

7.0 STATEMENT OF LIMITATIONS

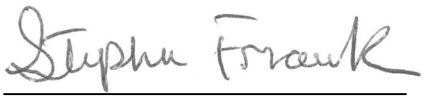
The data presented and the opinions expressed in this report are qualified as stated in the attachment to this section of the report (see Appendix G). Qualifications of the Environmental Professionals associated with this project are included within Appendix F.

Report Prepared By:



Amy Hewson
Senior Environmental Analyst

Report Reviewed By:



Stephen Frank
Senior Geologist

Report Reviewed By:



Robert Kreuzer
Project Manager

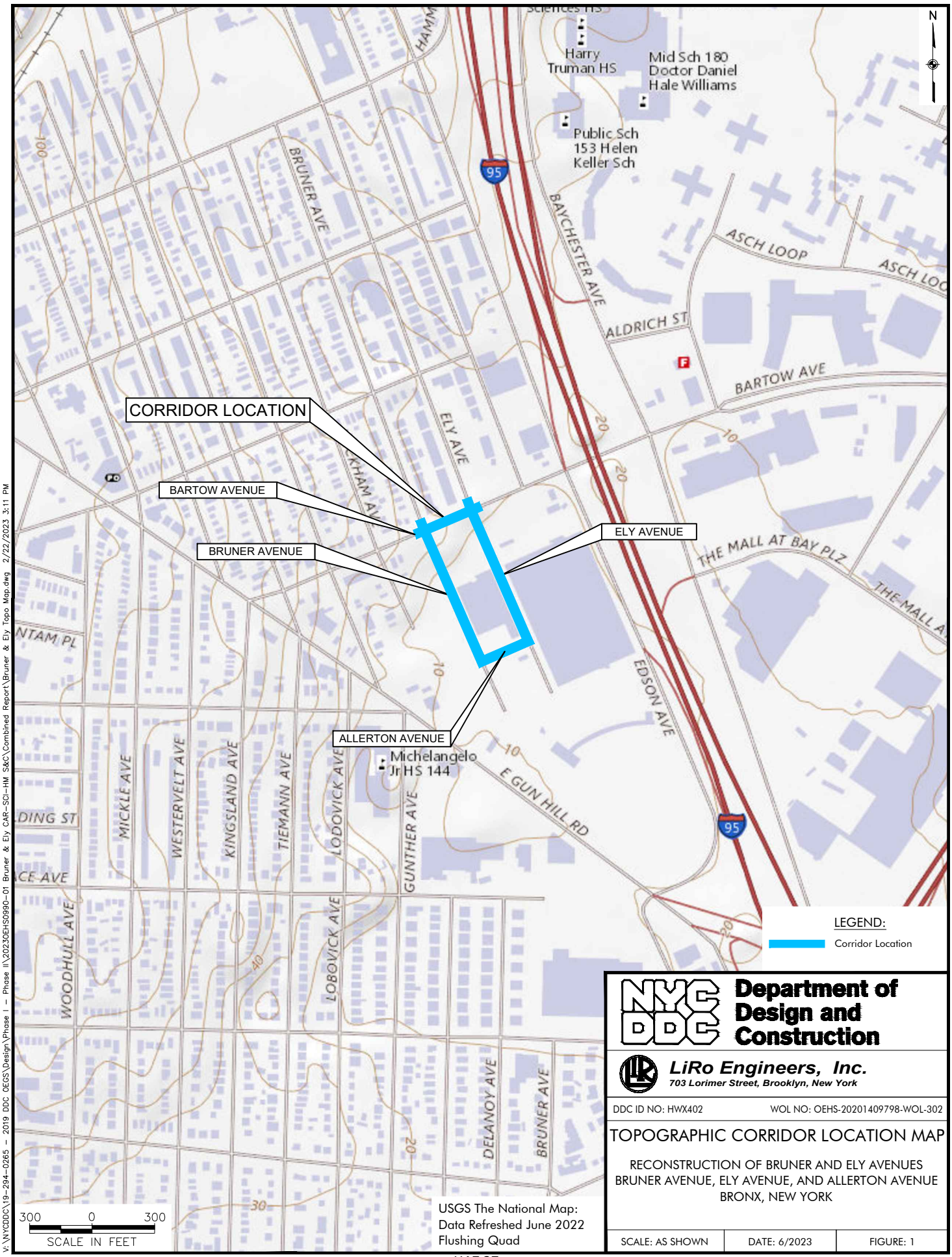
FIGURES

FIGURE 1 – TOPOGRAPHIC CORRIDOR LOCATION MAP

FIGURE 2 – CORRIDOR AREA MAP

FIGURE 3 - HIGH AND MODERATE RISK SITES

FIGURE 4 - BORING LOCATION SKETCH



USGS The National Map:
Data Refreshed June 2022
Flushing Quad

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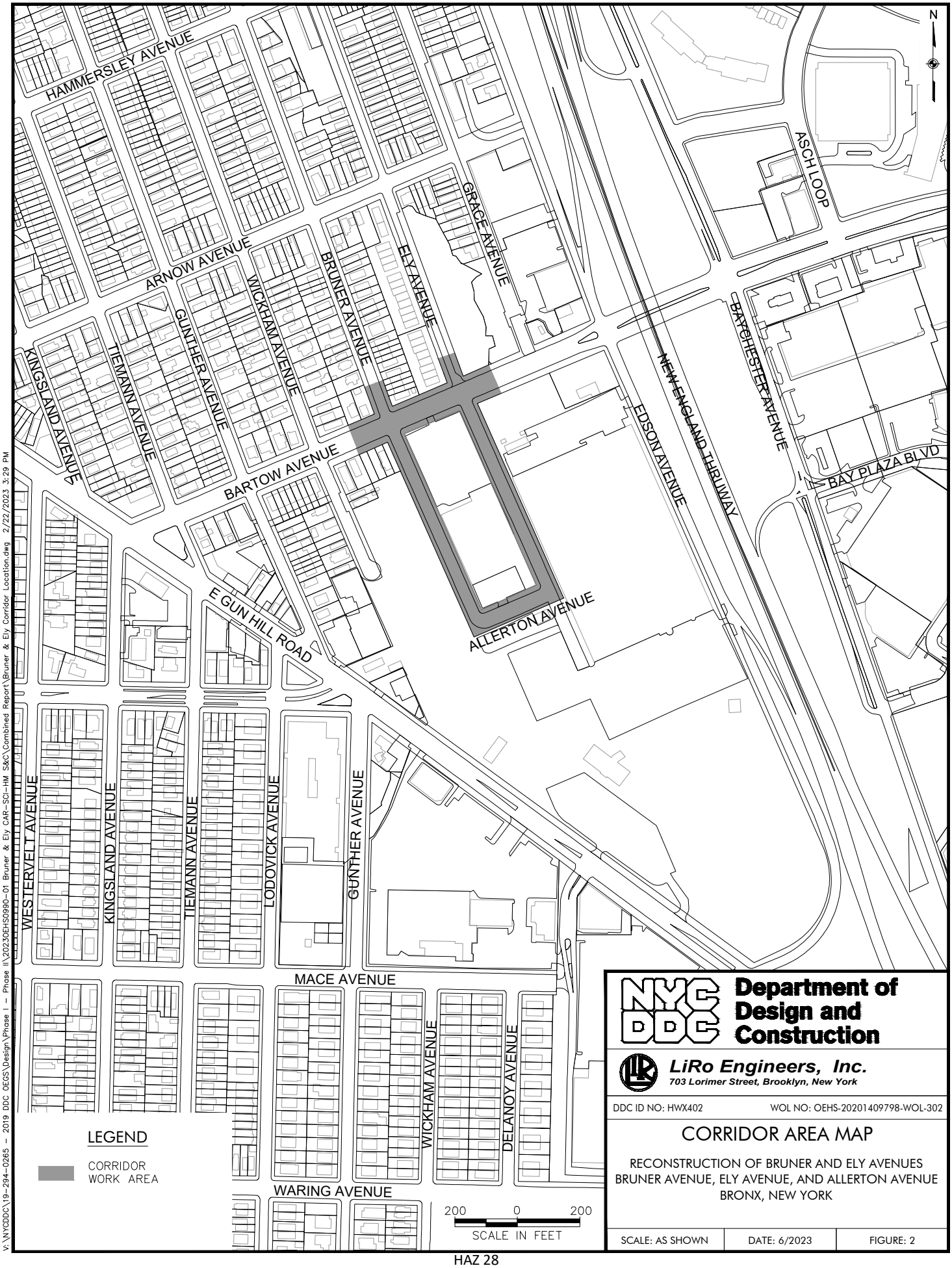
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TOPOGRAPHIC CORRIDOR LOCATION MAP

RECONSTRUCTION OF BRUNER AND ELY AVENUES
BRUNER AVENUE, ELY AVENUE, AND ALLERTON AVENUE
BRONX, NEW YORK

SCALE: AS SHOWN	DATE: 6/2023	FIGURE: 1

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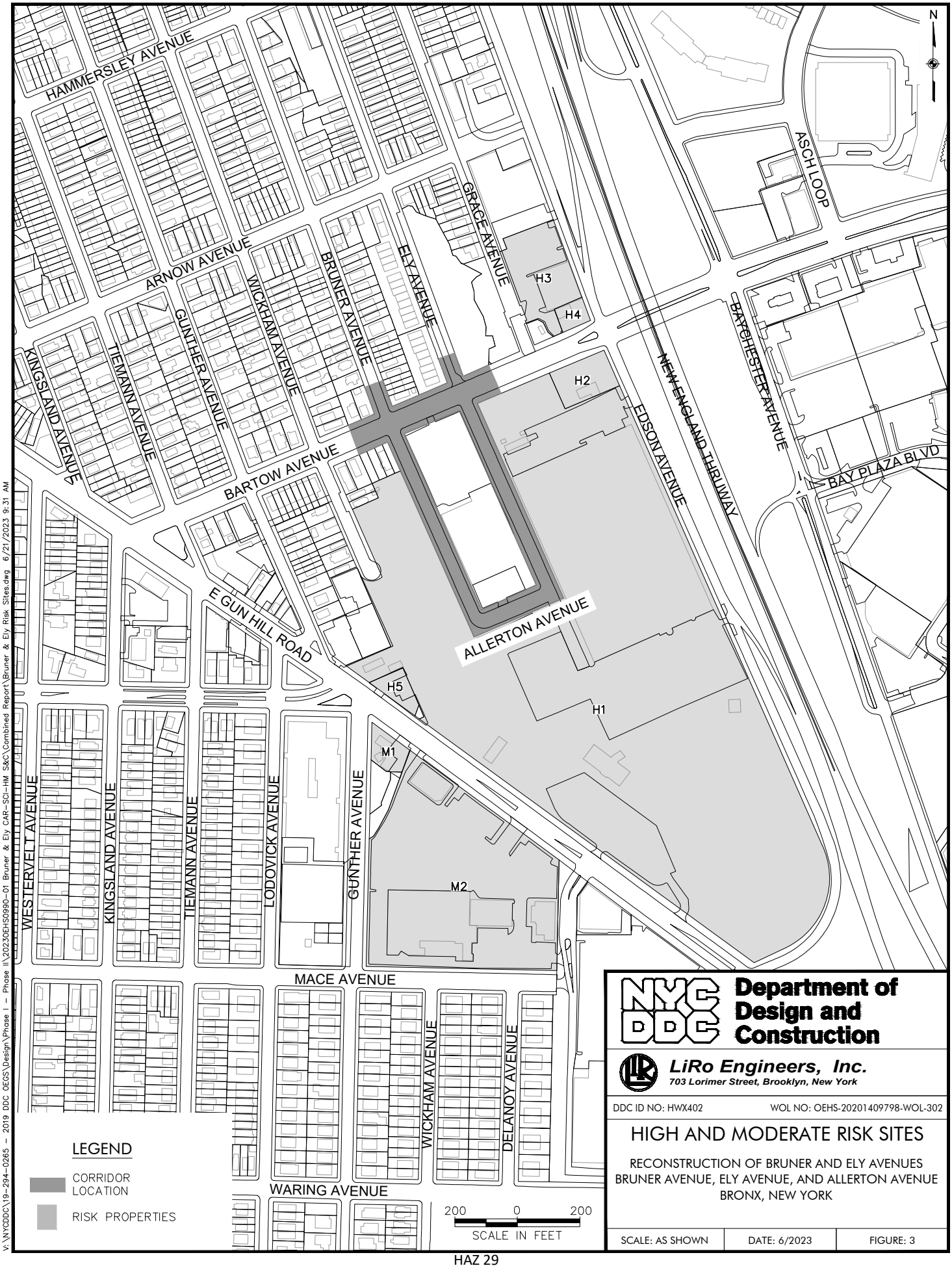
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703 Lorimer Street, Brooklyn, New York

DDC ID NO: HWX402 WOL NO: OEHS-20201409798-WOL-302

CORRIDOR AREA MAP

RECONSTRUCTION OF BRUNER AND ELY AVENUES
BRUNER AVENUE, ELY AVENUE, AND ALLERTON AVENUE
BRONX, NEW YORK

SCALE: AS SHOWN	DATE: 6/2023	FIGURE: 2



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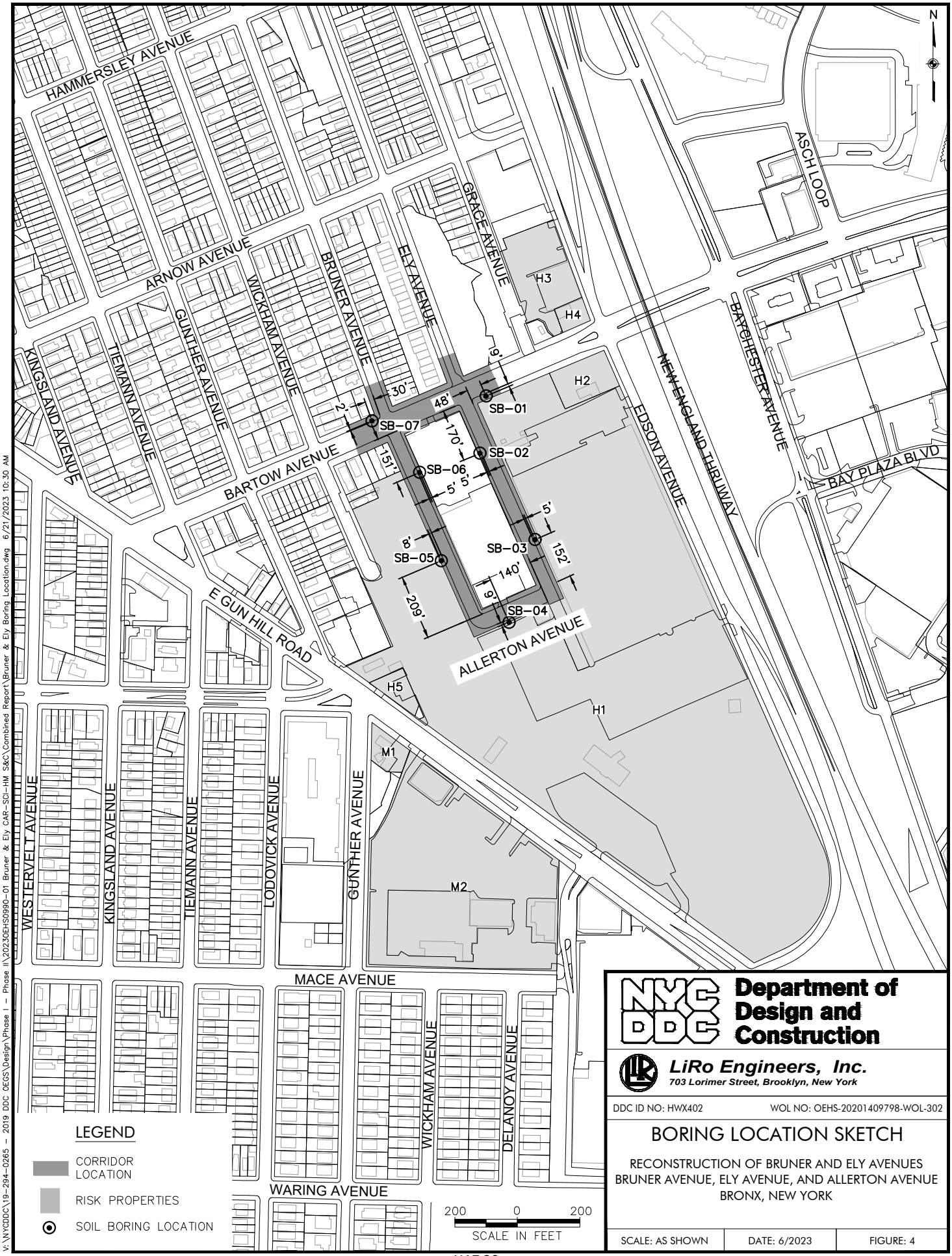
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HIGH AND MODERATE RISK SITES

RECONSTRUCTION OF BRUNER AND ELY AVENUES
BRUNER AVENUE, ELY AVENUE, AND ALLERTON AVENUE
BRONX, NEW YORK

SCALE: AS SHOWN	DATE: 6/2023	FIGURE: 3

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703 Lorimer Street, Brooklyn, New York

DDC ID NO: HWX402 WOL NO: OEHS-20201409798-WOL-302

BORING LOCATION SKETCH

RECONSTRUCTION OF BRUNER AND ELY AVENUES
BRUNER AVENUE, ELY AVENUE, AND ALLERTON AVENUE
BRONX, NEW YORK

SCALE: AS SHOWN	DATE: 6/2023	FIGURE: 4

V:\NYCDDC\19-294-0265 – 2019 DDC OEQS\Design\Phase I – Phase II\2023OEHS0990–01 Bruner & Ely CAR–SCI–HM S&C\Combined Report\Bruner & Ely Boring Location.dwg 6/21/2023 10:30 AM

TABLES

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TABLE 1. NYCDDC SPECIFIC RISK CRITERIA

Risk Category	Land Use
HIGH	**REGULATORY AGENCY DATABASE** • Sites identified on the regulatory agency database as NYSDEC New York Spills (NY Spills) or Leaking Storage Tank Incident Report (LTANKS) facilities. • Sites identified on the regulatory agency database as Federal sites (NPL, CERCLIS, ERNS, TRIS, FINDS, Superfund, Hazardous Waste Site HWS or HWDS, or RCRA Hazardous Waste Generators); State sites (Voluntary Cleanup Program, Brownfield, Manufactured Gas Plant MGP, Auto Station, Dry Cleaners, Underground Storage Tank (UST) or Above Ground Storage Tank (AST) facilities); and Local sites (Brownfield, E designated for underground storage testing protocol) **HISTORICAL SANBORN MAP REVIEW AND SITE RECONNAISSANCE** • Industrial/Manufacturing facilities (i.e., paper mills, pulp mills, meat packing plants, textiles, wood finishing/preserving, fertilizers, cement, steel works, furnaces, foundries, motor vehicle parts and accessories). •Petroleum retailers, storage facilities including gasoline filling stations, bulk terminals, oil refineries, historic gasoline tanks or underground storage tanks. •Motor vehicle dealerships with service stations, general automotive repair shops and service stations, and vehicle maintenance. •Chemical Storage including Dry Cleaning Facilities and Funeral Homes/Mortuaries/Crematorium. •Electric power/natural gas generation and transmission facilities (i.e., generators, substations, transformers, etc.). •Transportation facilities - airports, heliports, bus depots, railroad track rights-of-way, harbors and marinas. •Waste treatment, waste water treatment, and disposal facilities (i.e., landfills).
MODERATE	• Hospitals, clinics, doctor's offices • Construction activities (i.e., highway and street construction, wrecking and demolition work) • Commercial office buildings • Parks, community gardens, golf course • Vacant land, previously developed • Printers, photo shops • High Intensity Agriculture (i.e., nurseries, farms, feed lots, orchards, etc.)
LOW	• Retail buildings, restaurants, etc. • Private residences, apartment buildings • Schools and playgrounds • Vacant land, no prior development

*NYCDDC Specific Criteria is based on a review of a Regulatory Agency Database with a 1/8 mile search radius surrounding the Corridor, historical Sanborn maps, and a Site Reconnaissance of the Corridor and surrounding areas. A list of acronyms is available in the Regulatory Agency Database included as Appendix C.

TABLE 2
SUMMARY OF ASSESSMENT RESULTS (HIGH AND MODERATE RISK SITES)
RECONSTRUCTION OF BRUNER AND ELY AVENUES
BRUNER, ELY AND ALLERTON AVENUES, BRONX, NY
DDC Project No. HWX402
Work Order No. OEHS20201409798-WOL-302

Risk Site No.	Photo Log No.	EDR Map ID No.	Site Description / Block-Lot[1]	Site Reconnaissance Information	Historical Use (Sanborn Map Review)	Regulatory Agency Database Review[2]	Potential Environmental Concern	Initial Risk Category (High or Moderate)	Modifying Information	Final Risk Category (High or Moderate)
HIGH RISK SITES										
High Risk Site No. 1	Photo Log No. 1	Map ID Nos. A2, A4, B6, B9, A10, A11, A12, A13, A14, A15, F22, F23, J54, J55, and J62	On Corridor 1910 Bartow Ave., 1824 Allerton Ave., 1769-1825 E. Gun Hill Rd., 2701 Bruner Ave., and 2780 Ely Ave. / Block and Lot No. 4804-100	MTA Bus Depot and Astor Little League Ball Park	1991-2007: NYCTA Bus Garage. It should be noted that only a portion of this site is identified on the Sanborn maps provided. 1897-1989: Paper streets and a creek. It should be noted that only a portion of this site is identified on the Sanborn maps provided.	NY UST - Gun Hill Bus Depot NY CBS UST - Gun Hill Bus Depot NY AST - Gun Hill Bus Depot NY Spills - Gun Hill Bus Depot, 1 closed US Brownfields NY Manifest - Petco Store #3780 NY Spills - Gun Hill Depot, 1 closed NY SHWS - MTA Gun Hill Bus Complex and Adj. Lots NY HSWDS RCRA SQG - NYCTA - Gun Hill Depot NJ Manifest - NYCTA - Gun Hil Depot RI Manifest - NYCTA - Gun Hill Depot NY Spills - Depot, 2 closed, 1 open NY Manifest - NYCTA Gun Hill Depot NY Spills - Gun Hill Bus Depot, 1 closed NY CBS - Gun Hill Bus Depot NY Spills - Sump, 1 closed NY LTANKS - Gun Hill Bus Depot, 2 closed NY Spills - Gun Hill Bus Depot, 5+ closed NY Spills - Gun Hill Bus Depot, 1 open NY Spills - Bus Garage, 1 closed RCRA VSQG - Petco Store #3780 NY LTANKS - Gun Hill Depot, 1 closed NY LTANKS - 1 closed	Potential for petroleum impacts.	High	The potential for contamination exists based on the use of this site as a bus garage, the various regulatory listings for the site, and being located on the Corridor. Therefore, the risk category has not been modified.	High
High Risk Site No. 2	Photo Log No. 2	Map ID Nos. E32, E33. E34, E35, and E36	Off Corridor and at Equal or Higher Elevation 1924-1950 Bartow Ave. / Block and Lot No. 4804-200	BP Gas Station, BP Atlantic Store, and Dunkin Donuts	1976-2007: Gas station. 1897-1950: Vacant land.	EDR Hist Auto - Oak Quality Gas, Inc. RCRA NonGen/NLR - Shell Oil - A&S SS, Inc. NY Manifest - Shell Oil - A&S SS, Inc. NY AST - 1930 Batow Ave. Petroleum LLC NY UST - 1930 Bartow Ave. Petroleum LLC NY LTANKS - Shell, 4 closed NY Spills - Shell, 1 closed	Potential for petroleum impacts.	High	The potential for contamination exists based on the use of the site as a gas station and being located in close proximity to the Corridor. Therefore, the risk category has not been modified.	High

[1] Block and Lot information obtained from NYC Department of Buildings, where available.
[2] The regulatory database search information for this table was obtained from Environmental Data Resources, Inc.

Risk Site No.	Photo Log No.	EDR Map ID No.	Site Description / Block-Lot[1]	Site Reconnaissance Information	Historical Use (Sanborn Map Review)	Regulatory Agency Database Review[2]	Potential Environmental Concern	Initial Risk Category (High or Moderate)	Modifying Information	Final Risk Category (High or Moderate)
High Risk Site No. 3	Photo Log No. 3	Map ID Nos. I45, I46, I47, and I48	Off Corridor and at Equal or Higher Elevation 2829 Edson Ave. / Block and Lot No. 4800-18	Pizza Hut, Wing Street, Co-Op City African Market, and parking lot	1897-2007: The portion of this site included on the Sanborn maps provided is identified as vacant land.	RCRA NonGen/NLR - NYNEX NY Manifest - NYNEX NY Manifest - Bell Atlantic NY UST - Bell Atlantic NY LTANKS - 2928 Edson Ave. / NY Tel Co. NY Splls - 1 closed	Potential for petroleum impacts.	High	The potential for contamination exists based on the presence of USTs and being located in close proximity to the Corridor. Therefore, the risk category has not been modified.	High
High Risk Site No. 4	Photo Log No. 4	Map ID Nos. E37, E39, E40, E41, and I48	Off Corridor and at Equal or Higher Elevation 1945 Bartow Ave. / 2805 Edson Ave. / Block and Lot No. 4800-29	Mobil Gas Station and Mobil Mart	1976-2007: Gas station. 1897-1950: Vacant land.	EDR Hist Auto - Moble EDR Hist Auto - 21st Century Fuel LLC NY Spills - Gas Station, 3 closed NY UST - Bronx Food Mart, Inc. NY LTANKS - Gas Station, 1 closed	Potential for petroleum impacts.	High	The potential for contamination exists based on the use of the site as a gas station and being located in close proximity to the Corridor. Therefore, the risk category has not been modified.	High
High Risk Site No. 5	Photo Log No. 5	Map ID Nos. G28, G29, G30, and G31	Off Corridor and at Equal or Higher Elevation 1731-1735 Gun Hill Rd. / Block and Lot No. 4806-1	Gun Hill Muffler, Inc.	This site is not included on the Sanborn maps provided.	NY AST - Gun Hill Muffler, Inc. RCRA NonGen/NLR - Speedy Muffler NY Manifest - Speedy Muffler EDR Hist Auto - RCR Service Station NY UST - Gun Hill Muffler, Inc.	Potential for petroleum impacts.	High	The potential for contamination exists based on the presence of USTs and being located in close proximity to the Corridor. Therefore, the risk category has not been modified.	High
MODERATE RISK SITES										
Moderate Risk Site No. 1	Photo Log No. 6	Map ID Nos. G49, G50, G51, and G52	Off Corridor and at Equal or Higher Elevation 1738 East Gun Hill Rd. / Block and Lot No. 4494-46	The B Deli, Hand Car Wash, Sunoco Gas Station, and R&P Auto Repair Shop	This site is not included on the Sanborn maps provided.	NY Spills - Commercial property, 2 closed NY UST - 1738 Gunhill Fuel Inc. EDR Hist Auto - VMC Service Station RCRA NonGen/NLR - Cartown Auto Rentals NY Manifest - Cartown Auto Rentals	Potential for petroleum impacts.	High	Although there exists a potential for contamination based on the use of the site as a gas station and auto repair facility, the previous release has been closed and the Site is located further from the Corridor. Therefore, the risk category was modified.	Moderate
Moderate Risk Site No. 2	Photo Log No. 6	Map ID Nos. J66, J67, J68, and J69	Off Corridor and at Equal or Higher Elevation 1750-1780 East Gun Hill Rd. and 1875 Mace Ave. / Block and Lot No. 4494-1	Aldi's, Petco, Dollar Tree, Feel Beauty Supply, Planet Fitness, Dunkin Donuts, Ridgewood Savings Bank, and parking lot	This site is not included on the Sanborn maps provided.	EDR Hist Auto - 1770 E. Gun Hill Rd. Service Station RCRA NonGen/NLR - Service Station E Designation - Lot 1, Block 4494, UST NY Spills - Shopping center, 1 closed	Potential for petroleum impacts.	High	Although there exists a potential for contamination based on the former use of the site as a gas station, the previous release has been closed and the Site is located further from the Corridor. Therefore, the risk category was modified.	Moderate

[1] Block and Lot information obtained from NYC Department of Buildings, where available.

[2] The regulatory database search information for this table was obtained from Environmental Data Resources, Inc.

Table 3. Summary of Environmental Boring Data

Boring No.	Sample ID	PID (ppm)	Sample Interval (ftbg)	Total VOCs (ug/kg)	Total PAHs (ug/kg)	Total PCBs (ug/kg)	Depth to Water (ftbg)	Total Depth (ftbg)	Other Comments
SB-01	SB-01-6.5-7.0	<1	6.5-7.0	87	NA	NA	Not encountered	7.0	No petroleum odors, visual evidence or impact, or elevated PID readings were detected.
	SB-01-COMP		0-7.0	NA	2,950	30			
SB-02	SB-02-6.5-7.0	<1	6.5-7.0	29	NA	NA	Not encountered	7.0	No petroleum odors, visual evidence or impact, or elevated PID readings were detected.
	SB-02-COMP		0-7.0	NA	1,680	ND			
SB-03	SB-03-6.5-7.0	<1	6.5-7.0	20	NA	NA	Not encountered	7.0	No petroleum odors, visual evidence or impact, or elevated PID readings were detected.
	SB-03-COMP		0-7.0	NA	7,020	471			
SB-04	SB-04-6.5-7.0	<1	6.5-7.0	127	NA	NA	Not encountered	7.0	No petroleum odors, visual evidence or impact, or elevated PID readings were detected.
	SB-04-COMP		0-7.0	NA	35,710	544			
SB-05	SB-05-6.5-7.0	<1	6.5-7.0	ND	NA	NA	Not encountered	7.0	No petroleum odors, visual evidence or impact, or elevated PID readings were detected.
	SB-05-COMP		0-7.0	NA	14,521	317			
SB-06	SB-06-6.5-7.0	<1	6.5-7.0	ND	NA	NA	Not encountered	7.0	No petroleum odors, visual evidence or impact, or elevated PID readings were detected.
	SB-06-COMP		0-7.0	NA	33,300	14,000			
SB-07	SB-07-6.5-7.0	<1	6.5-7.0	ND	NA	NA	Not encountered	7.0	No petroleum odors, visual evidence or impact, or elevated PID readings were detected.
	SB-07-COMP		0-7.0	NA	13,910	ND			

Notes:
All grab samples were analyzed for Target Compound Liust (TCL) Volatile Organic Compounds (VOCs). All composite soil samples were analyzed for Polycyclic Aromatic Hydrocarbons (PAHs), TCL Polychlorinated Biphenyls (PCBs), Total Petroleum Hydrocarbon (TPHC) Diesel Range Organics/Gasoline Range Organics (TPHC DRO/GRO), Resource Conservation and Recovery Act (RCRA) Characteristics, and Toxicity Characteristic Leaching Procedure (TCLP) RCRA Metals.
NA = Not Analyzed/Not Applicable
ND = Non detect
ftbg = feet below grade surface
ppm = parts per million (or mg/kg)
ug/kg = microgram per kilogram

Table 4. Summary of Target Compound List (TCL) Volatile Organic Compounds (VOCs) Detected in Soil

TCL VOC	Part 375-6.8 (b) Restricted Use (Track 2) Commercial Soil Cleanup Objectives (SCOs)	Sample ID, Date Collected, and Depth (ftbg)						
		SB-01-6.5-7.0	SB-02-6.5-7.0	SB-03-6.5-7.0	SB-04-6.5-7.0	SB-05-6.5-7.0	SB-06-6.5-7.0RE	SB-07-6.5-7.0
		6/19/2023	6/19/2023	6/19/2023	6/19/2023	6/19/2023	6/19/2023	6/19/2023
		6.5-7.0	6.5-7.0	6.5-7.0	6.5-7.0	6.5-7.0	6.5-7.0	6.5-7.0
Acetone	500,000	86.8	28.7	20.4 J	93.6	ND	ND	ND
Carbon Disulfide	NS	ND	ND	ND	12.0	ND	ND	ND
Methyl Ethyl Ketone/2-Butaone	500,000	ND	ND	ND	21.5 J	ND	ND	ND
Total VOCs	NS	87	29	20	127	ND	ND	ND

Notes:
All concentrations are reported in parts per billion (ppb or ug/kg)
ftbg = feet below grade surface
RE = Re-evaluated
NS = No Standard
ND = Compound not detected above method detection limit (see attached lab report for mdl's)
J = Estimated value
SCOs = Soil Cleanup Objectives as per the NYSDEC Regulations 6 NYCRR Subpart 375-6 Remedial Program Soil Cleanup Objectives (December 14, 2006).

Table 5. Summary of Polycyclic Aromatic Hydrocarbons (PAHs) Detected in Soil

PAHs	Part 375-6.8 (b) Restricted Use (Track 2) Commercial Soil Cleanup Objectives (SCOs)	Sample ID, Date Collected, and Depth (ftbg)						
		SB-01-COMP	SB-02-COMP	SB-03-COMP	SB-04-COMP	SB-05-COMP	SB-06-COMP	SB-07-COMP
		6/19/2023	6/19/2023	6/19/2023	6/19/2023	6/19/2023	6/19/2023	6/19/2023
		0-7.0	0-7.0	0-7.0	0-7.0	0-7.0	0-7.0	0-7.0
Acenaphthene	500,000	ND	ND	ND	ND	87.8 J	ND	ND
Acenaphthylene	500,000	ND	ND	ND	390 J	220	330 J	540
Anthracene	500,000	ND	ND	180 J	2,700	380	850	310
Benzo(a)anthracene	5,600	310	140 J	700	3,200	1,400	3,400	1,200
Benzo(a)pyrene	1,000	300	160 J	660	2,800	1,200	2,900	1,300
Benzo(b)fluoranthene	5,600	480	250	820	4,200	1,500	4,100	1,800
Benzo(g,h,i)perylene	500,000	170 J	140 J	340	1,300	600	1,100	800
Benzo(k)fluoranthene	56,000	120 J	ND	260	1,300	570	1,100	670
Chrysene	56,000	250	200	630	3,000	1,200	2,800	1,300
Dibenz[a,h]anthracene	560	ND	ND	ND	410	200	340 J	240
Fluoranthene	500,000	530	270	1,400	5,900	2,400	6,500 D	1,900
Fluorene	500,000	ND	ND	ND	210 J	140 J	280 J	ND
Indeno(1,2,3-cd)pyrene	5,600	140 J	ND	300	1,200	630	1,100	810
Naphthalene	500,000	ND	ND	ND	ND	92.7 J	ND	100 J
Phenanthrene	500,000	140 J	150 J	530	2,300	1,300	3,400	840
Pyrene	500,000	510	370	1,200	6,800 D	2,600	5,100 D	2,100
Total PAHs	NS	2,950	1,680	7,020	35,710	14,521	33,300	13,910

Notes:
All concentrations are reported in parts per billion (ppb or ug/kg)
ftbg = feet below grade surface
ND = Compound not detected above method detection limit (see attached lab report for mdl's)
NS = No Standard
J = Estimated value
D = dilution
SCOs = Soil Cleanup Objectives as per the NYSDEC Regulations 6 NYCRR Subpart 375-6 Remedial Program Soil Cleanup Objectives (December 14, 2006).

Shaded = Concentration exceeds Restricted Use (Track 2) Commercial SCOs

Table 6. Summary of Polychlorinated Biphenyls (PCBs) Detected in Soil

PCBs	Part 375-6.8 (b) Restricted Use (Track 2) Commercial Soil Cleanup Objectives (SCOs)	Sample ID, Date Collected, and Depth (ftbg)						
		SB-01-COMP	SB-02-COMP	SB-03-COMP	SB-04-COMP	SB-05-COMPRE	SB-06-COMP	SB-07-COMP
		6/19/2023	6/19/2023	6/19/2023	6/19/2023	6/19/2023	6/19/2023	6/19/2023
		0-7.0	0-7.0	0-7.0	0-7.0	0-7.0	0-7.0	0-7.0
Aroclor 1242	NS	ND	ND	ND	ND	ND	14,000 D	ND
Aroclor 1254	NS	ND	ND	ND	544 P	317 P	ND	ND
Aroclor 1260	NS	30.4 P	ND	471 DP	ND	ND	ND	ND
Total PCBs	1,000	30	ND	471	544	317	14,000	ND

Notes:
All concentrations are reported in parts per billion (ppb or ug/kg)
ftbg = feet below grade surface
RE = Re-evaluated
ND = Compound not detected above method detection limit (see attached lab report for mdl's)
NS = No Standard
D = Dilution
P = indicates >25% difference for detected concentrations between two GC columns
SCOs = Soil Cleanup Objectives as per the NYSDEC Regulations 6 NYCRR Subpart 375-6 Remedial Program Soil Cleanup Objectives (December 14, 2006).

Shaded = Concentration exceeds Restricted Use (Track 2) Commercial SCOs

Table 7. Summary of Waste Characterization in Soil

Parameter	6 NYCRR Part 371 and RCRA	Sample ID, Date Collected, and Depth (ftbg)						
		SB-01-COMP	SB-02-COMP	SB-03-COMP	SB-04-COMP	SB-05-COMP	SB-06-COMP	SB-07-COMP
		6/19/2023	6/19/2023	6/19/2023	6/19/2023	6/19/2023	6/19/2023	6/19/2023
		0-7.0	0-7.0	0-7.0	0-7.0	0-7.0	0-7.0	0-7.0
METALs[1]	**ug/L**							
Arsenic	5,000	ND	ND	127	ND	ND	ND	ND
Barium	100,000	1,560	672	159 J	387 J	1,940	2,330	2,190
Cadmium	1,000	6.79 J	ND	ND	10.0 J	673	16.5 J	5.27 J
Chromium	5,000	ND	144	624	ND	ND	65	ND
Lead	5,000	83.4	ND	ND	ND	175	114	379
Mercury	200	ND	ND	ND	0.80 JN	ND	ND	ND
MISC. PARAMETERS (units)								
Reactivity Sulfide (mg/kg)	500	6.35 J	7.92 J	3.16 J	7.97 J	4.74 J	7.97 J	4.74 J
Reactivity Cyanide (mg/kg)	250	ND	ND	ND	ND	0.011 J	ND	ND
pH (SU)	2-12.5	5.67 H	10.4 H	11.6 H	8.86 H	8.41 H	8.09 H	8.05 H
Ignitability	>140 °F	No	No	No	No	No	No	No
TPHC Diesel Range Organics (mg/kg)	NS	29.1	18.3	163	252	61.3	72.6	75.3
TPHC Gasoiline Range Organics (mg/kg)	NS	0.680 J	0.010 J	0.577 J	0.802 J	0.010 J	0.015 J	0.010 J

Notes:
ftbg = feet below grade surface
NS = No Standard
ug/L = microgram per liter
mg/Kg = milligram per kilogram
°F = Degrees Fahrenheit
[1] = TCLP RCRA Metals
ND = Compound not detected above method detection limit (see attached lab report for mdl's)
SU = Standard unit
J = Estimated value
H = Sample analysis out of hold time

APPENDIX A
SITE RECONNAISSANCE PHOTOGRAPHS

HIGH RISK SITES



Photo Log #1 –View of the MTA Bus Depot and Astor Little League Ball Park with multiple regulatory listings located at 1910 Bartow Ave., 1824 Allerton Ave., 1769-1825 E. Gun Hill Rd., 2701 Bruner Ave., and 2780 Ely Ave. High Risk Site No: 1.



Photo Log #2 – View of the BP Gas Station, BP Atlantic Store, and Dunkin Donuts located at 1924-1950 Bartow Ave. High Risk Site No: 2.

HIGH RISK SITES



Photo Log #3 – View of Pizza Hut, Wing Street, Co-Op City African Market, and parking lot, and Underground Storage Tank (UST) Site located at 2829 Edson Ave. High Risk Site No. 3.



Photo Log #4 – View of the Mobil Gas Station and Mobil Mart located at 1945 Bartow Ave. and 2805 Edson Ave. High Risk Site No. 4.

HIGH RISK SITES



Photo Log #5 – View of Gun Hill Muffler, Inc. and UST Site located at 1731-1735 Gun Hill Rd.
High Risk Site No. 5.

MODERATE RISK SITES



Photo Log #6 – View of The B Deli, Hand Car Wash, Sunoco Gas Station, and R&P Auto Repair Shop located at 1738 East Gun Hill Rd. Moderate Risk Site No: 1.



Photo Log #7 – View of Aldi's, Petco, Dollar Tree, Feel Beauty Supply, Planet Fitness, Dunkin Donuts, Ridgewood Savings Bank, and parking lot (former service station) located at 1750-1780 East Gun Hill Rd. and 1875 Mace Ave. Moderate Risk Site No: 2.

APPENDIX B
SANBORN FIRE INSURANCE MAPS

Reconstruction of Bruner & Ely Aves.

Ely Ave. & Bruner Ave.

Bronx, NY 10469

Inquiry Number: 7254945.5

February 15, 2023

Certified Sanborn® Map Report

6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

Certified Sanborn® Map Report

02/15/23

Site Name:

Reconstruction of Bruner & Ely
Ely Ave. & Bruner Ave.
Bronx, NY 10469
EDR Inquiry # 7254945.5

Client Name:

The LiRo Group
690 Delaware Avenue
Buffalo, NY 14209
Contact: Amy Hewson

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2006	1995	1978
2005	1993	1976
2004	1992	1950
2003	1991	1935
2002	1989	1918
2001	1986	1908
1998	1983	1897

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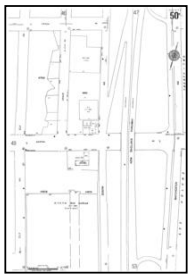
HAZ 47

Sanborn Sheet Key

This Certified Sanborn Map Report is based upon the following Sanborn Fire Insurance map sheets.

2007 Source Sheets

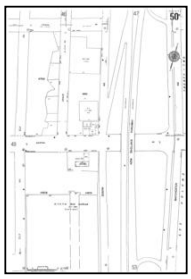

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2007


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2007


Volume 18, Sheet 52
2007

2006 Source Sheets

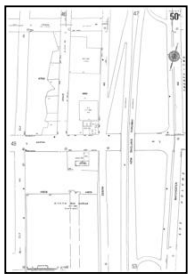

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2006


Volume 18, Sheet 50
2006


Volume 18, Sheet 49
2006

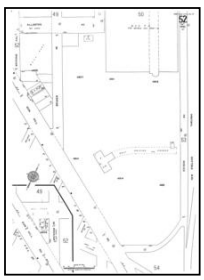
2005 Source Sheets

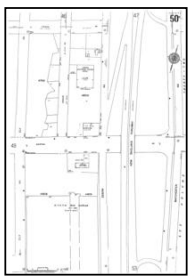

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2005


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2005


Volume 18, Sheet 52
2005

2004 Source Sheets


Volume 18, Sheet 52
2004


Volume 18, Sheet 50
2004

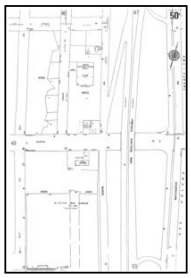

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2004

Sanborn Sheet Key

This Certified Sanborn Map Report is based upon the following Sanborn Fire Insurance map sheets.

2003 Source Sheets

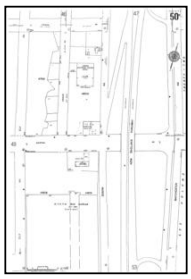

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2003


Volume 18, Sheet 50
2003


Volume 18, Sheet 52
2003

2002 Source Sheets

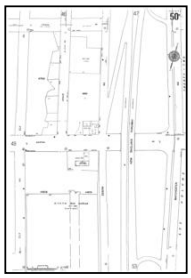

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2002


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2002


Volume 18, Sheet 49
2002

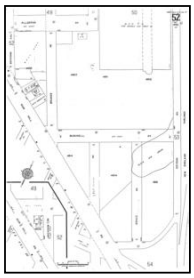
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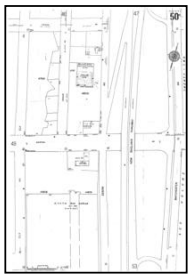

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2001


Volume 18, Sheet 50
2001


Volume 18, Sheet 52
2001

1998 Source Sheets


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1998


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1998

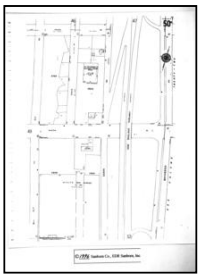

Volume 18, Sheet 49
1998

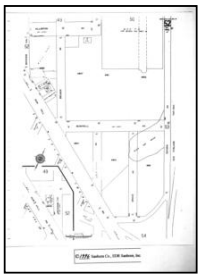
Sanborn Sheet Key

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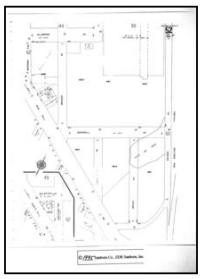
1996 Source Sheets

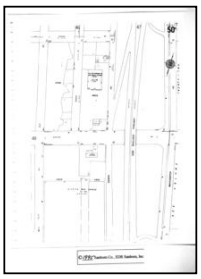

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1996


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1996


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1996

1995 Source Sheets

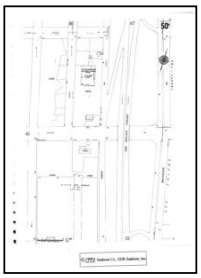

Volume 18, Sheet 52
1995

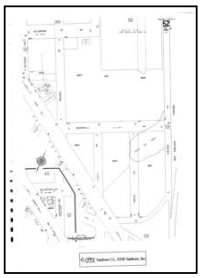

Volume 18, Sheet 50
1995


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1995

1993 Source Sheets

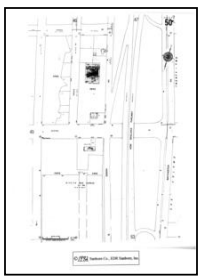

Volume 18, Sheet 49
1993

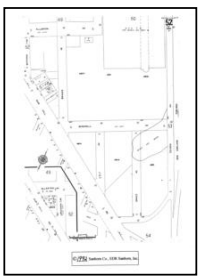

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1993


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1993


Volume 18, Sheet 48
1993

1992 Source Sheets


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1992


Volume 18, Sheet 52
1992


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1992

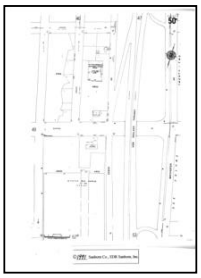
Sanborn Sheet Key

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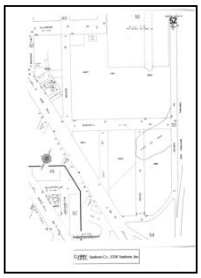
1991 Source Sheets



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1991



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1991



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1989 Source Sheets



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1989



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1989

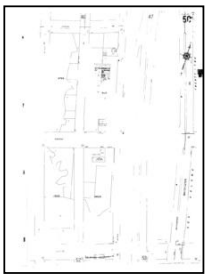


Volume 18, Sheet 49
1989

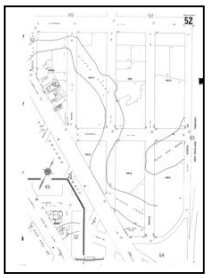
1986 Source Sheets



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1986



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1986



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1986

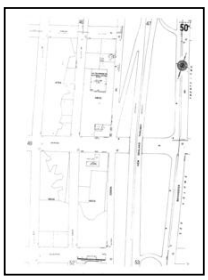
1983 Source Sheets



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1983



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1983



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1983

Sanborn Sheet Key

This Certified Sanborn Map Report is based upon the following Sanborn Fire Insurance map sheets.

1981 Source Sheets



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1981



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1981



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1981

1978 Source Sheets



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1978

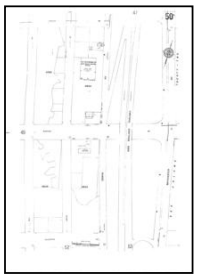


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1978



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1978

1976 Source Sheets



Volume 18, Sheet 50
1976

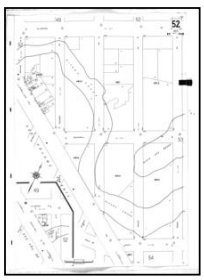


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1976



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1976

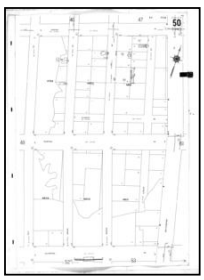
1950 Source Sheets



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1950



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1950



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1950

Sanborn Sheet Key

This Certified Sanborn Map Report is based upon the following Sanborn Fire Insurance map sheets.

1935 Source Sheets



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1935



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1935

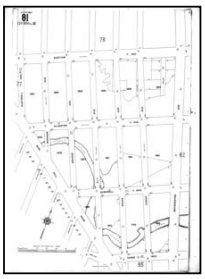


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1935

1918 Source Sheets



Volume 18, Sheet 78
1918



Volume 18, Sheet 81
1918

1908 Source Sheets



Volume B, Sheet 37
1908



Volume B, Sheet 38
1908

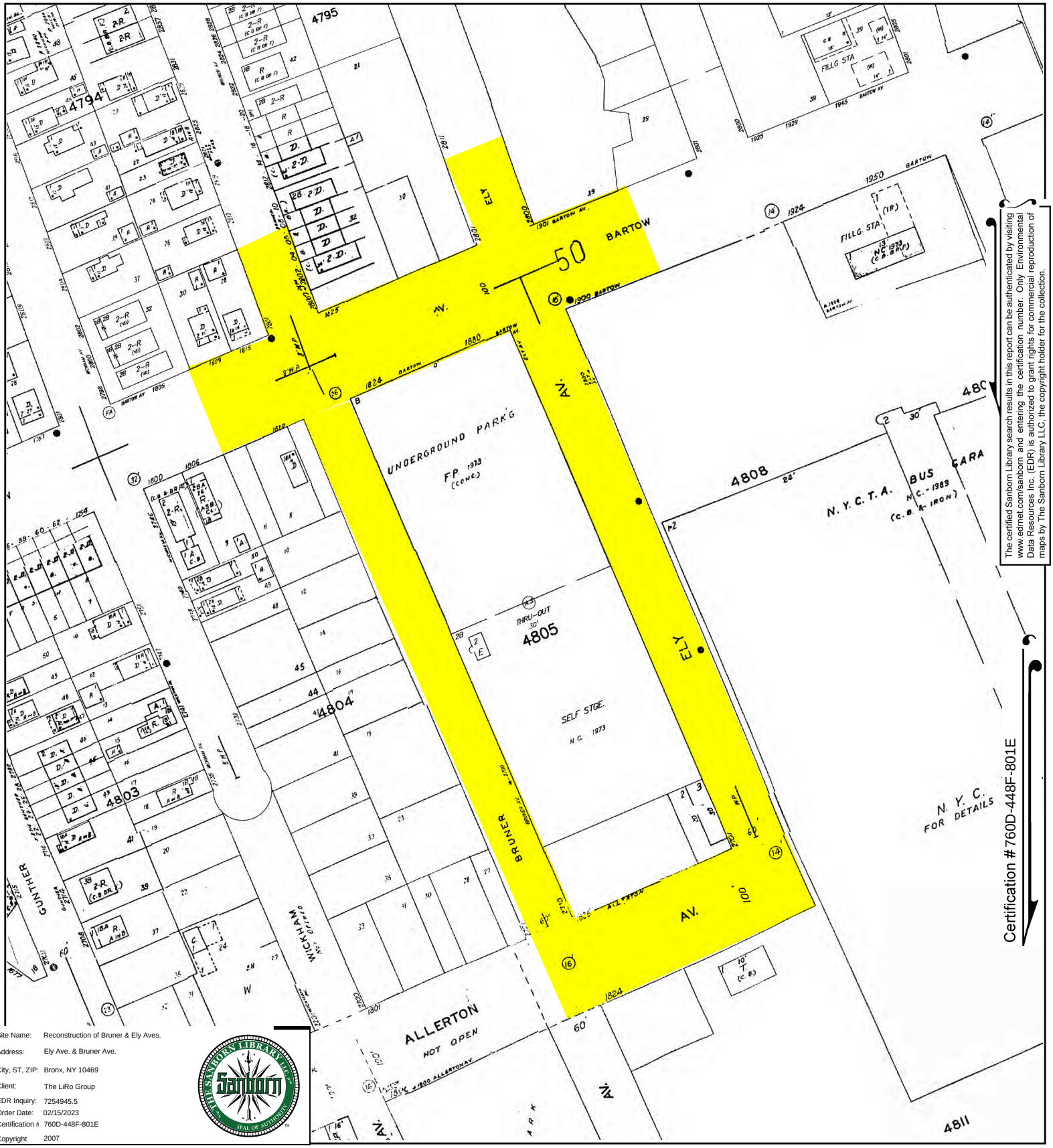
1897 Source Sheets



Volume B, Sheet 38
1897



Volume B, Sheet 37
1897



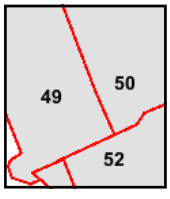
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Address:	Ely Ave. & Bruner Ave.
City, ST, ZIP:	Bronx, NY 10469
Client:	The LiRo Group
EDR Inquiry:	7254945.5
Order Date:	02/15/2023
Certification #	760D-448F-801E
Copyright	2007

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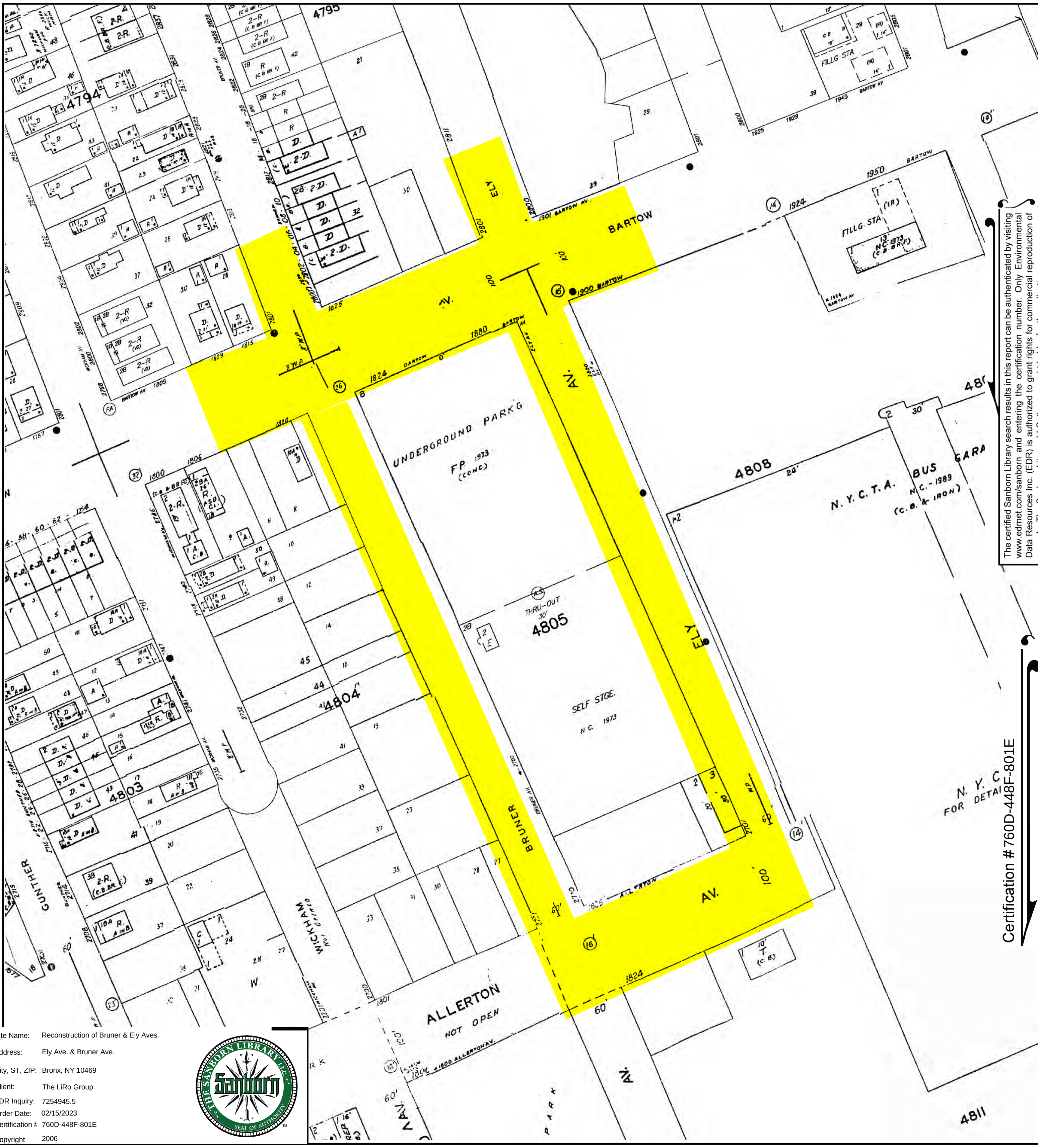


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Volume 18, Sheet 49

0 Feet 150 300 600

N

HAZ 54



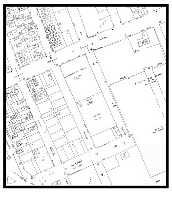
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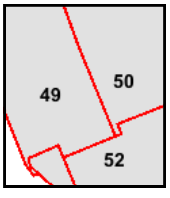
Certification # 760D-448F-801E

Site Name: Reconstruction of Bruner & Ely Aves.
Address: Ely Ave. & Bruner Ave.
City, ST, ZIP: Bronx, NY 10469
Client: The LiRo Group
EDR Inquiry: 7254945.5
Order Date: 02/15/2023
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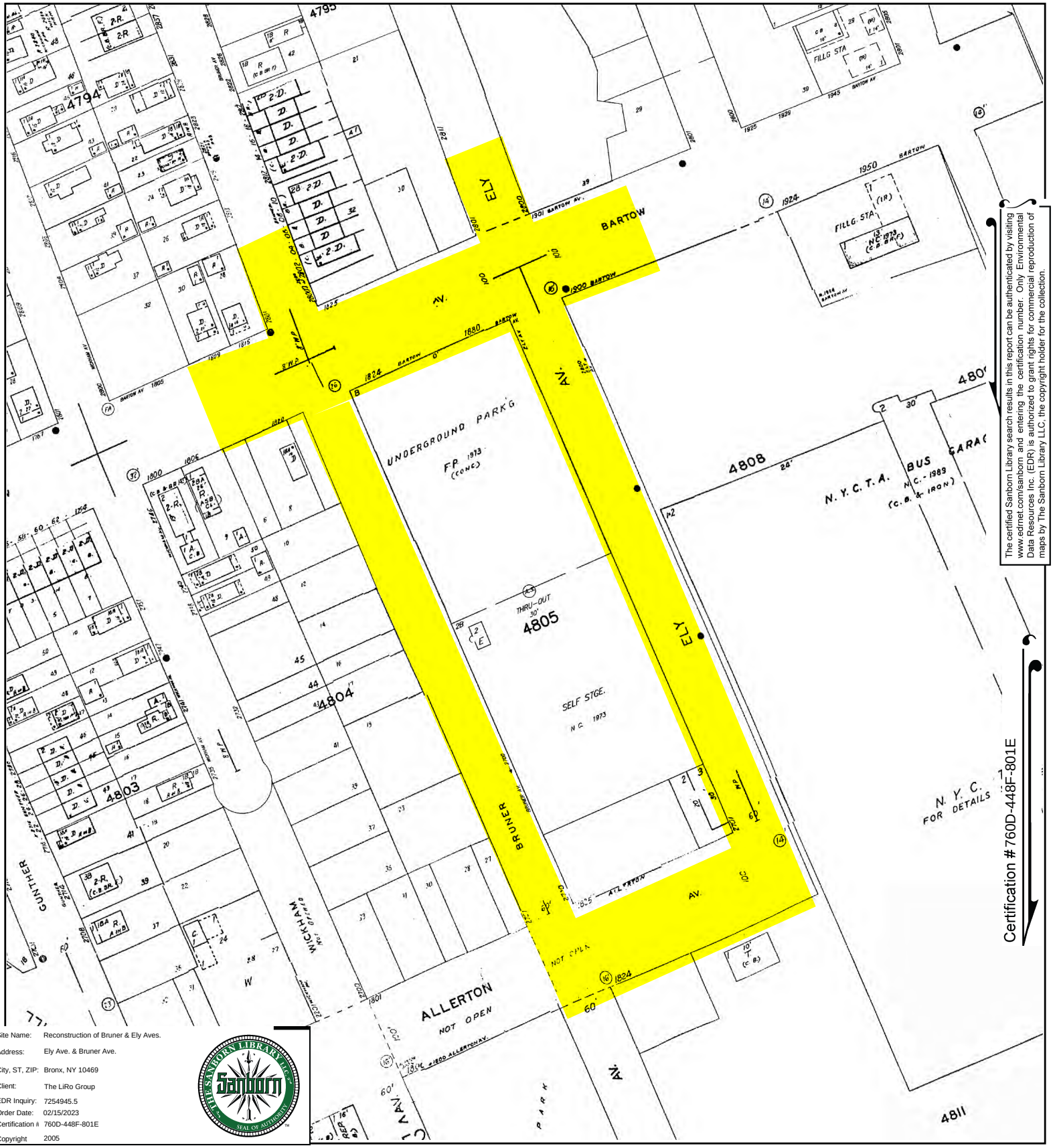




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N

HAZ 55



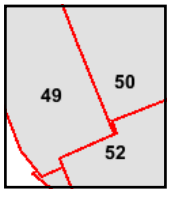
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Address:	Ely Ave. & Bruner Ave.
City, ST, ZIP:	Bronx, NY 10469
Client:	The LiRo Group
EDR Inquiry:	7254945.5
Order Date:	02/15/2023
Certification #:	760D-448F-801E
Copyright	2005

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Volume 18, Sheet 49

0 Feet 150 300 600

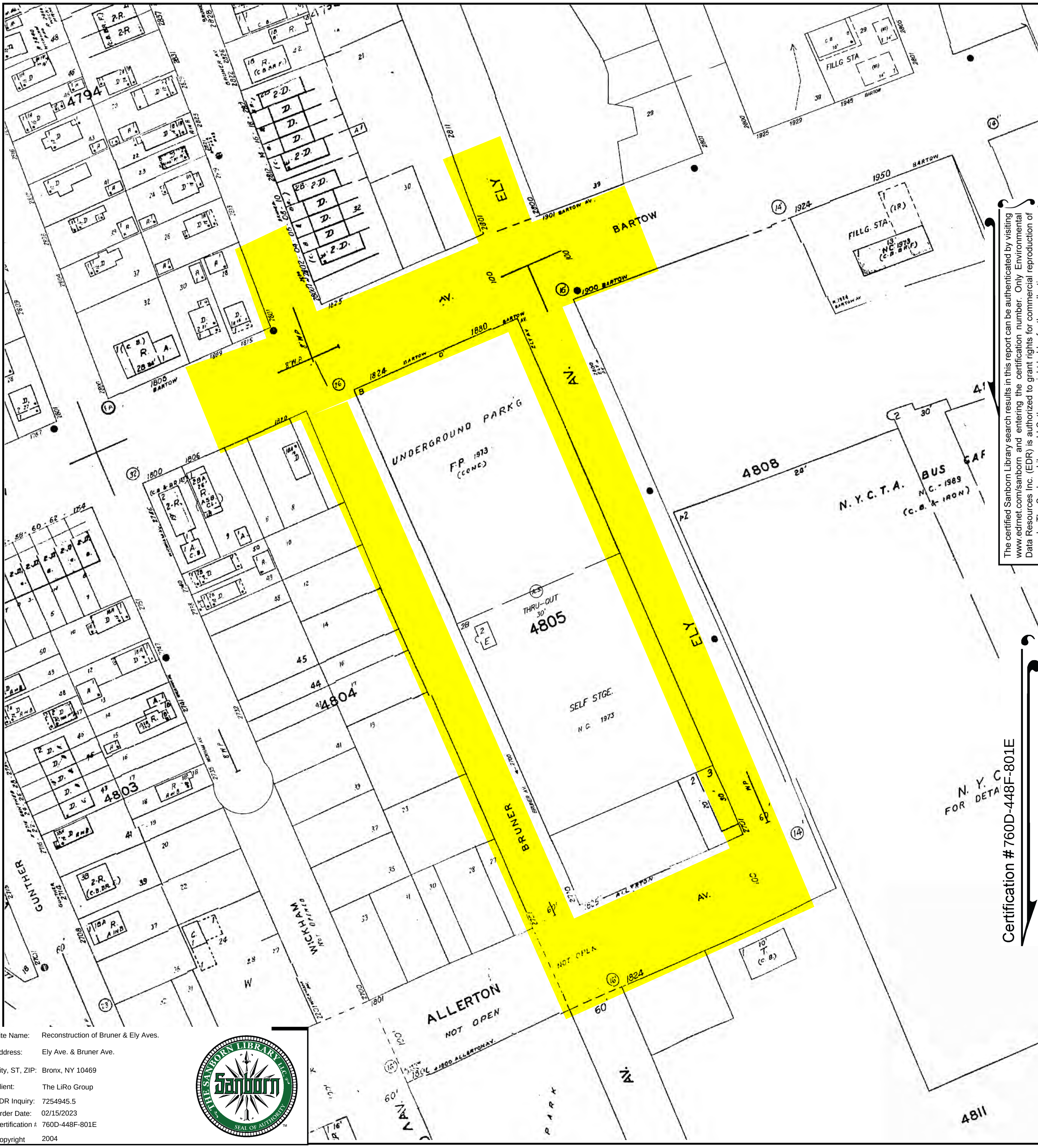
N

HAZ 56

EDR

Certified Sanborn® Map

2004



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Certification # 760D-448F-801E

Site Name: Reconstruction of Bruner & Ely Aves.

Address: Ely Ave. & Bruner Ave.

City, ST, ZIP: Bronx, NY 10469

Client: The LiRo Group

EDR Inquiry: 7254945.5

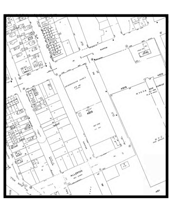
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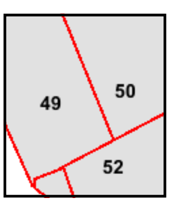
Certification # 760D-448F-801E

Copyright 2004

0 Feet 150 300 600

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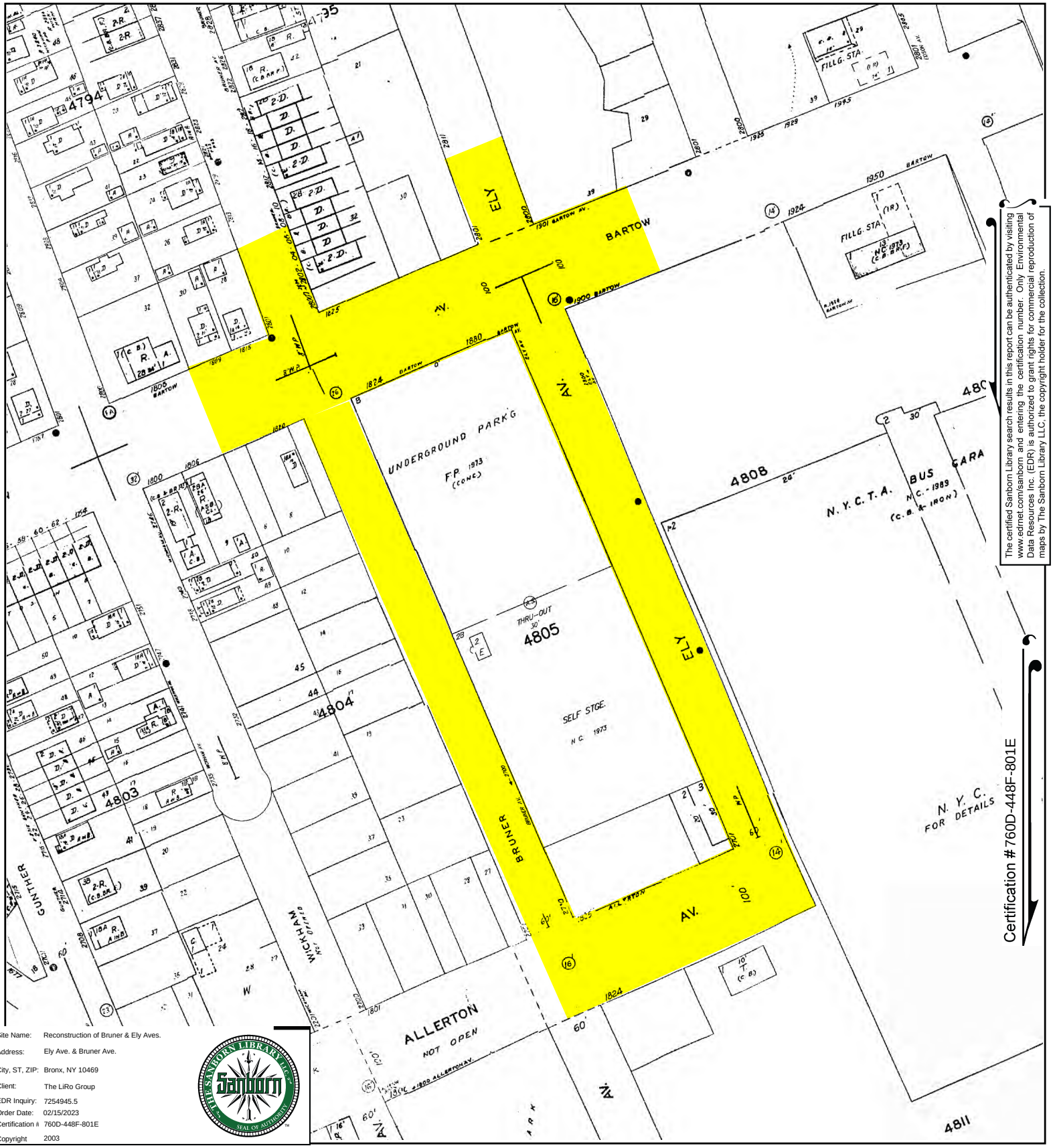




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N

HAZ 57



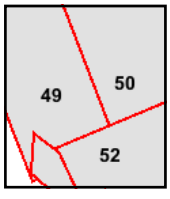
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City, ST, ZIP:	Bronx, NY 10469
Client:	The LiRo Group
EDR Inquiry:	7254945.5
Order Date:	02/15/2023
Certification #:	760D-448F-801E
Copyright	2003

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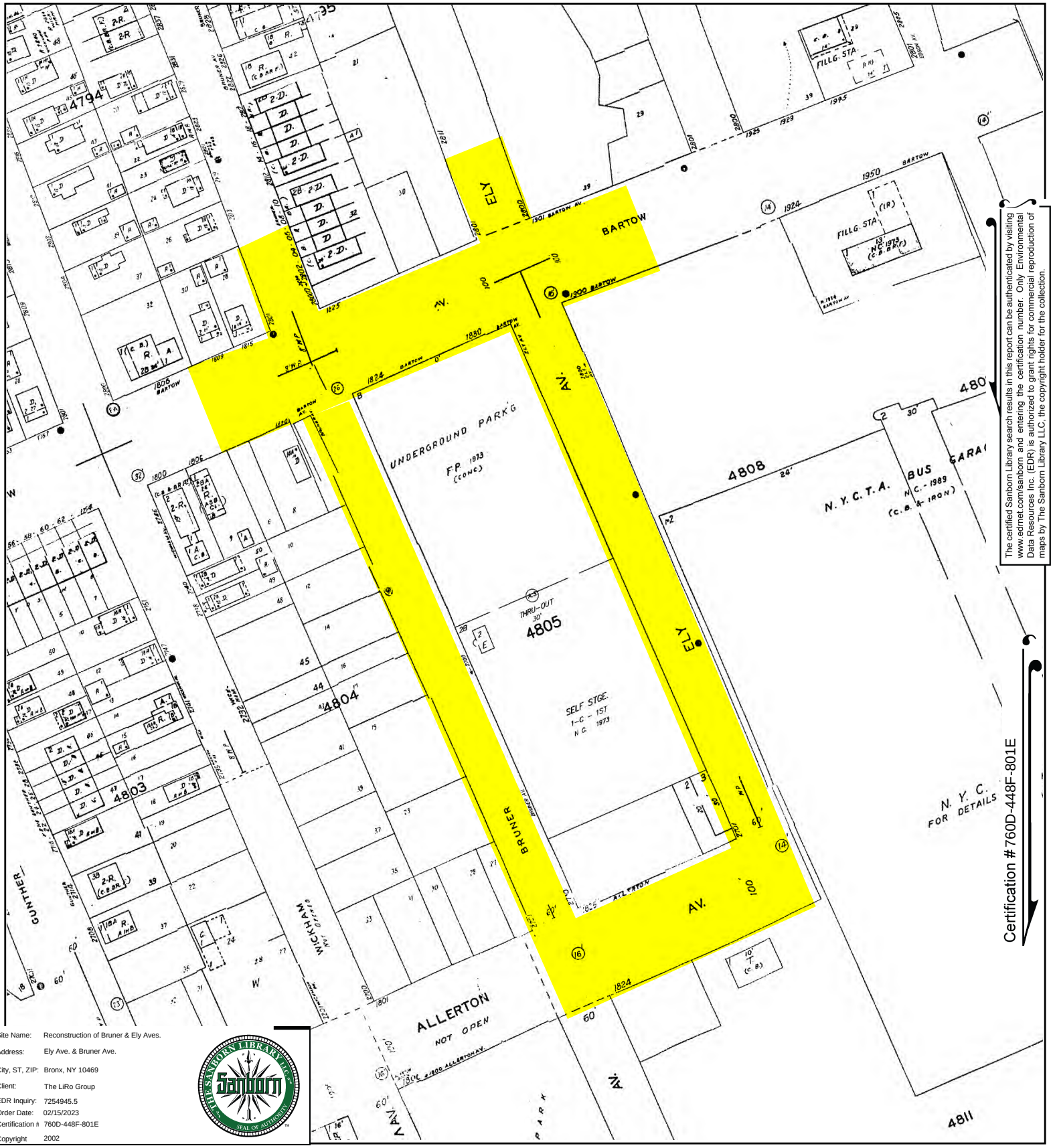


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Volume 18, Sheet 49

0 Feet 150 300 600

N

HAZ 58



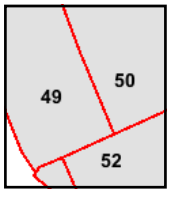
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Certification #760D-448F-801E

Site Name:	Reconstruction of Bruner & Ely Aves.
Address:	Ely Ave. & Bruner Ave.
City, ST, ZIP:	Bronx, NY 10469
Client:	The LiRo Group
EDR Inquiry:	7254945.5
Order Date:	02/15/2023
Certification #:	760D-448F-801E
Copyright	2002

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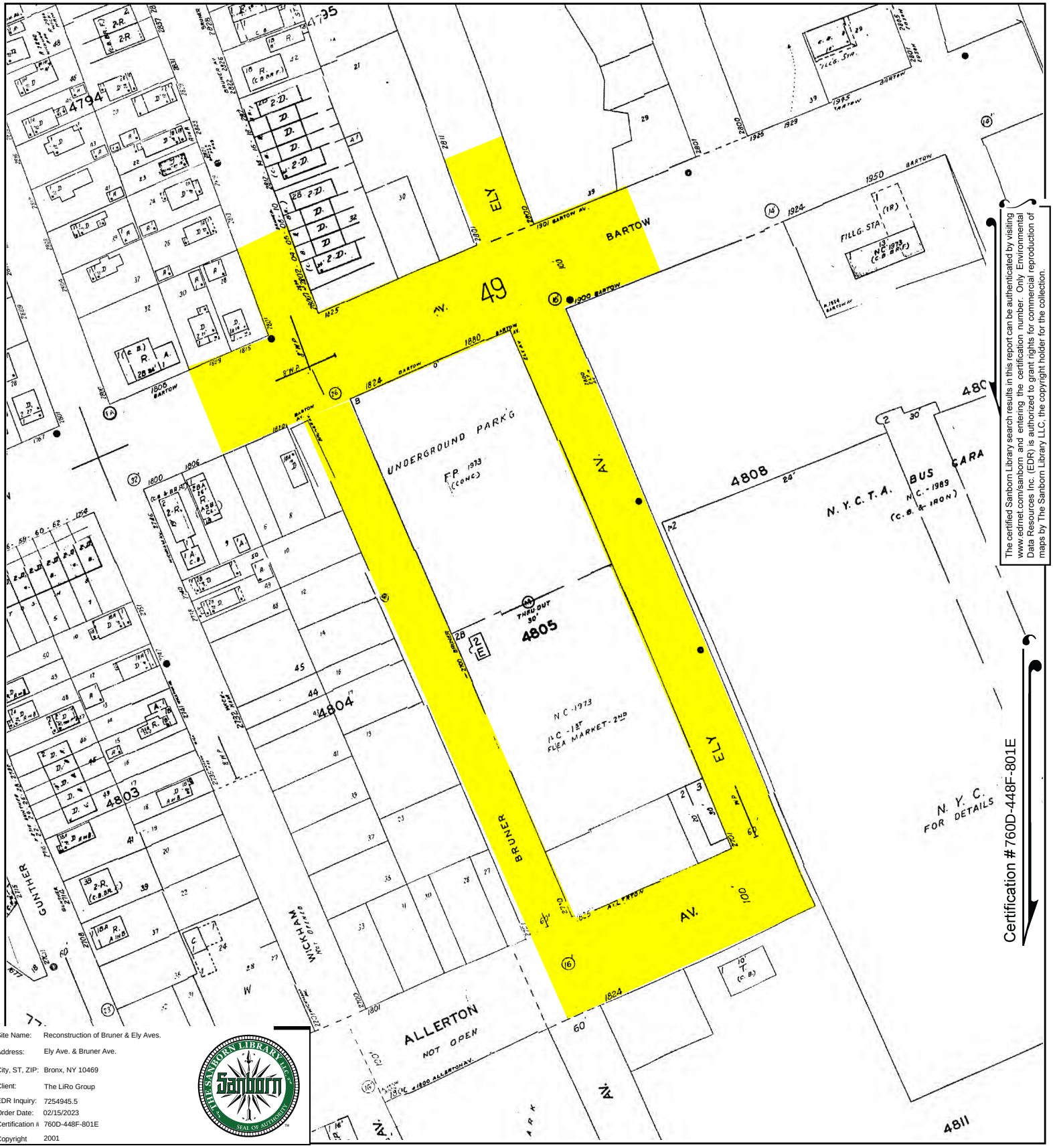


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Volume 18, Sheet 52

0 Feet 150 300 600

N

HAZ 59

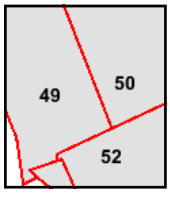


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Copyright	2001

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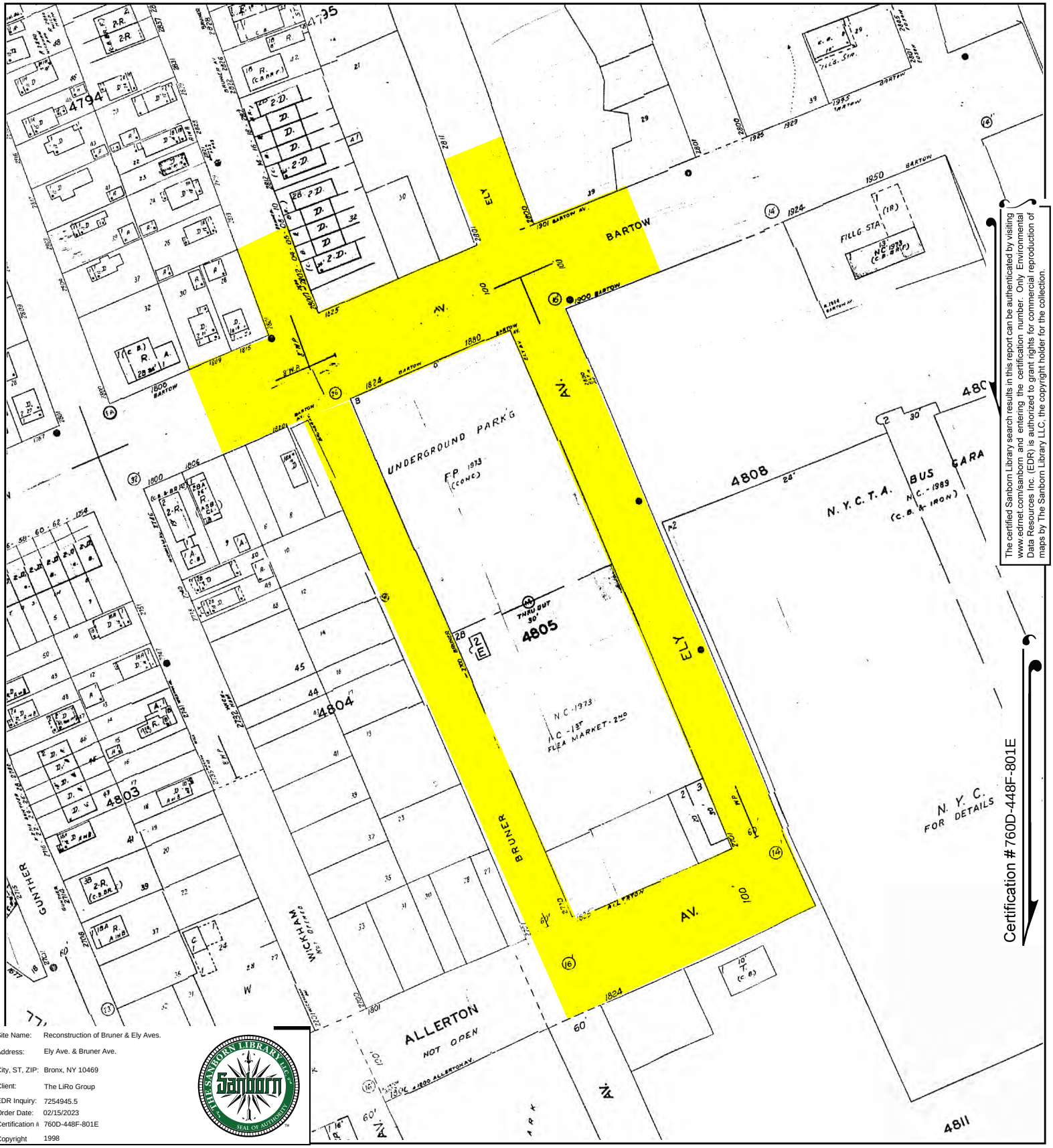


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0 Feet 150 300 600

N

HAZ 60



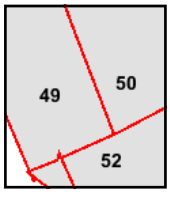
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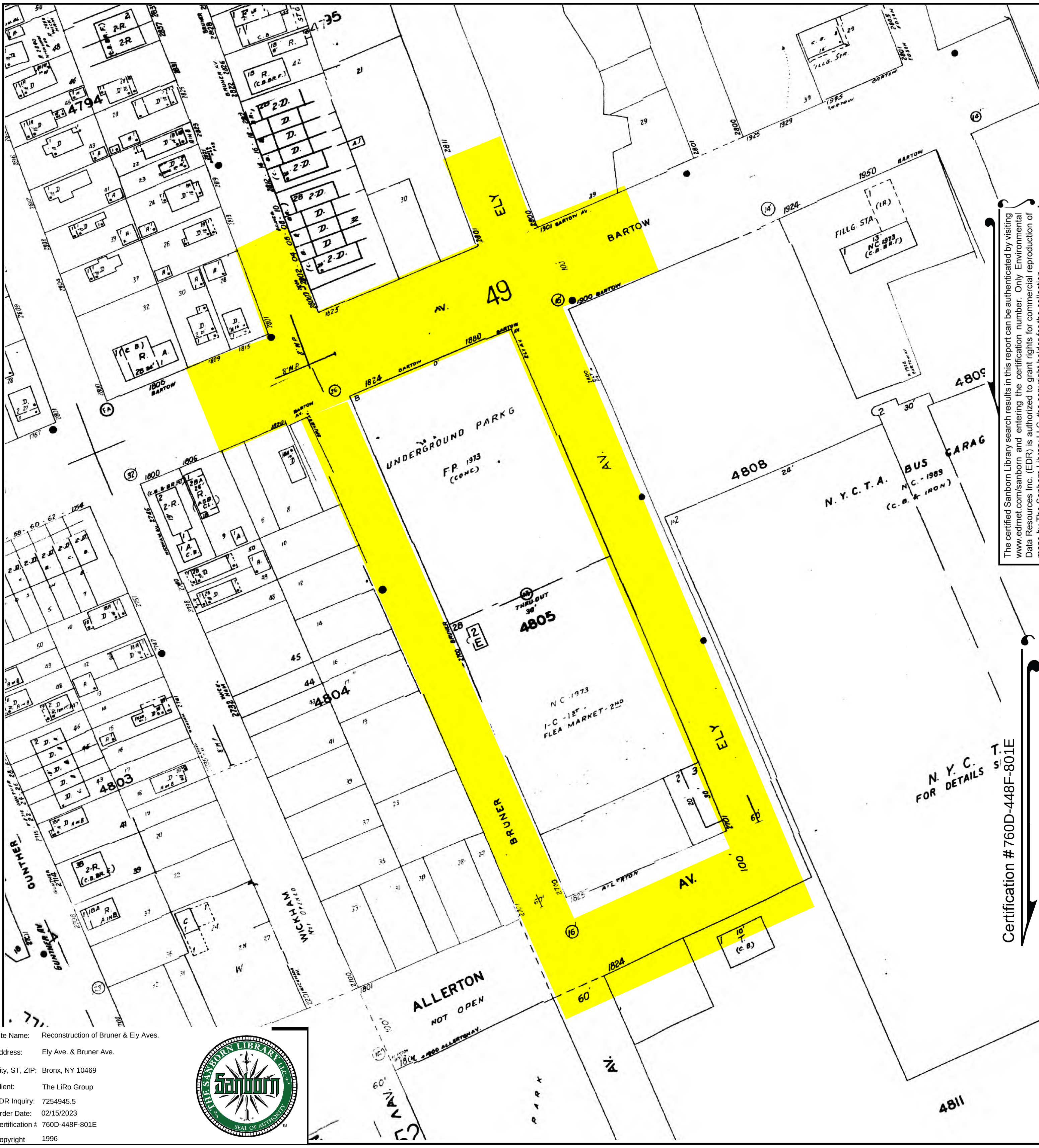
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HAZ 61

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1996



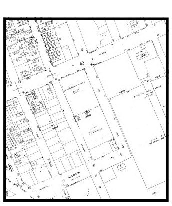
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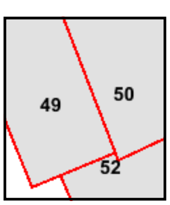
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Copyright	1996

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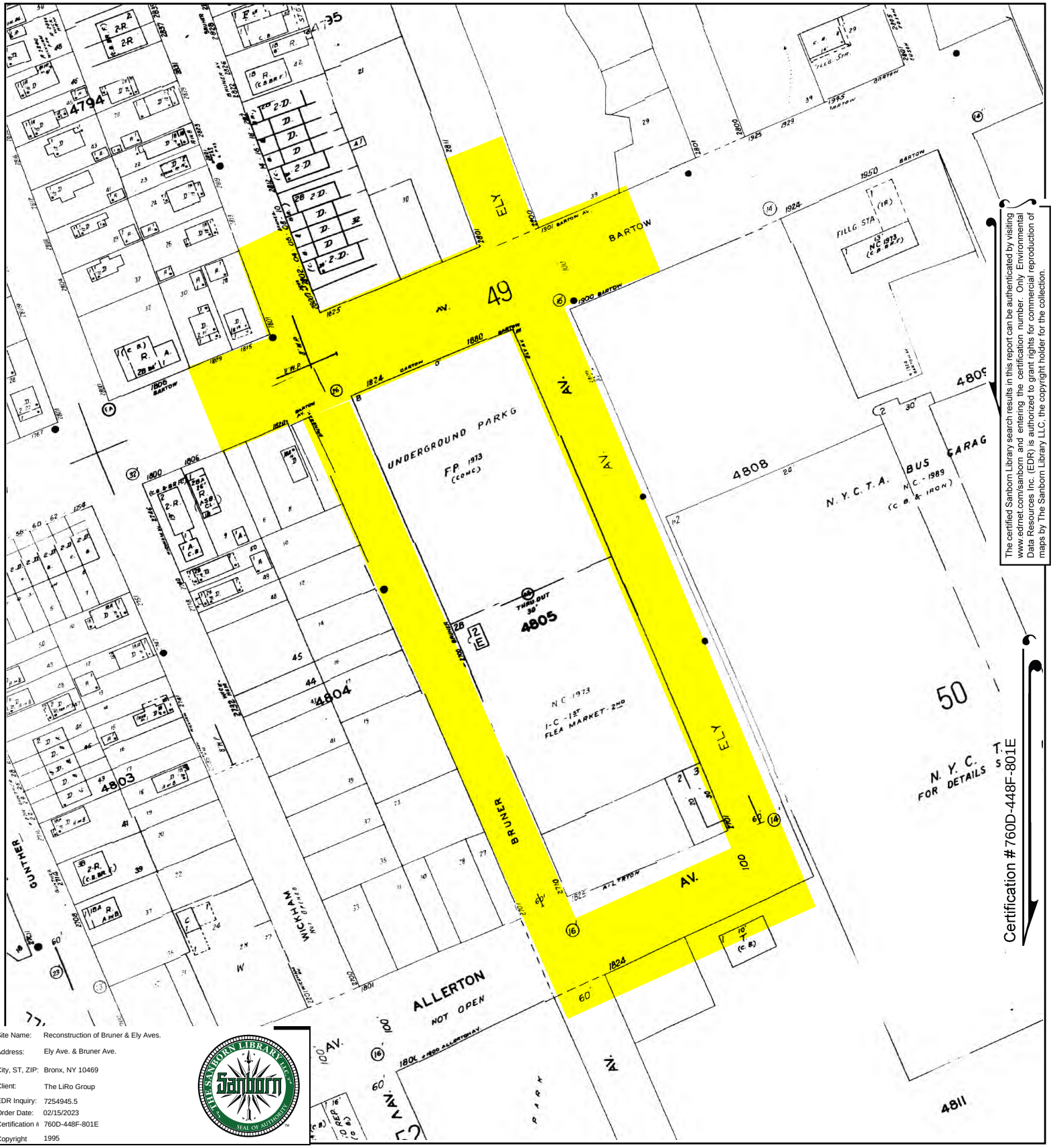
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HAZ 62



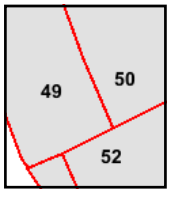
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Copyright	1995

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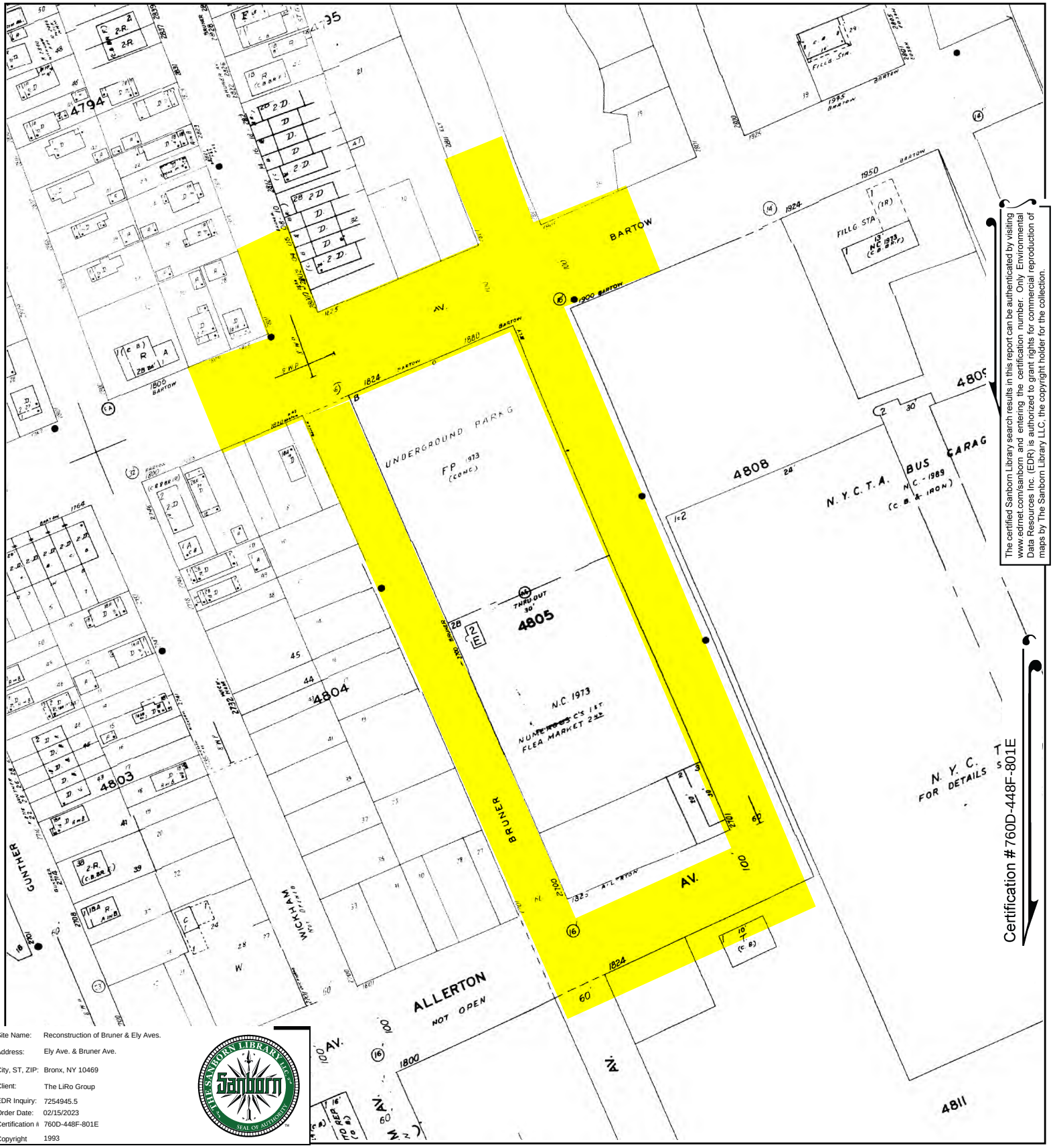


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0 Feet 150 300 600

N

HAZ 63



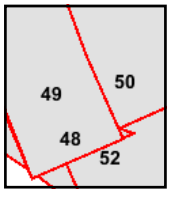
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Copyright	1993

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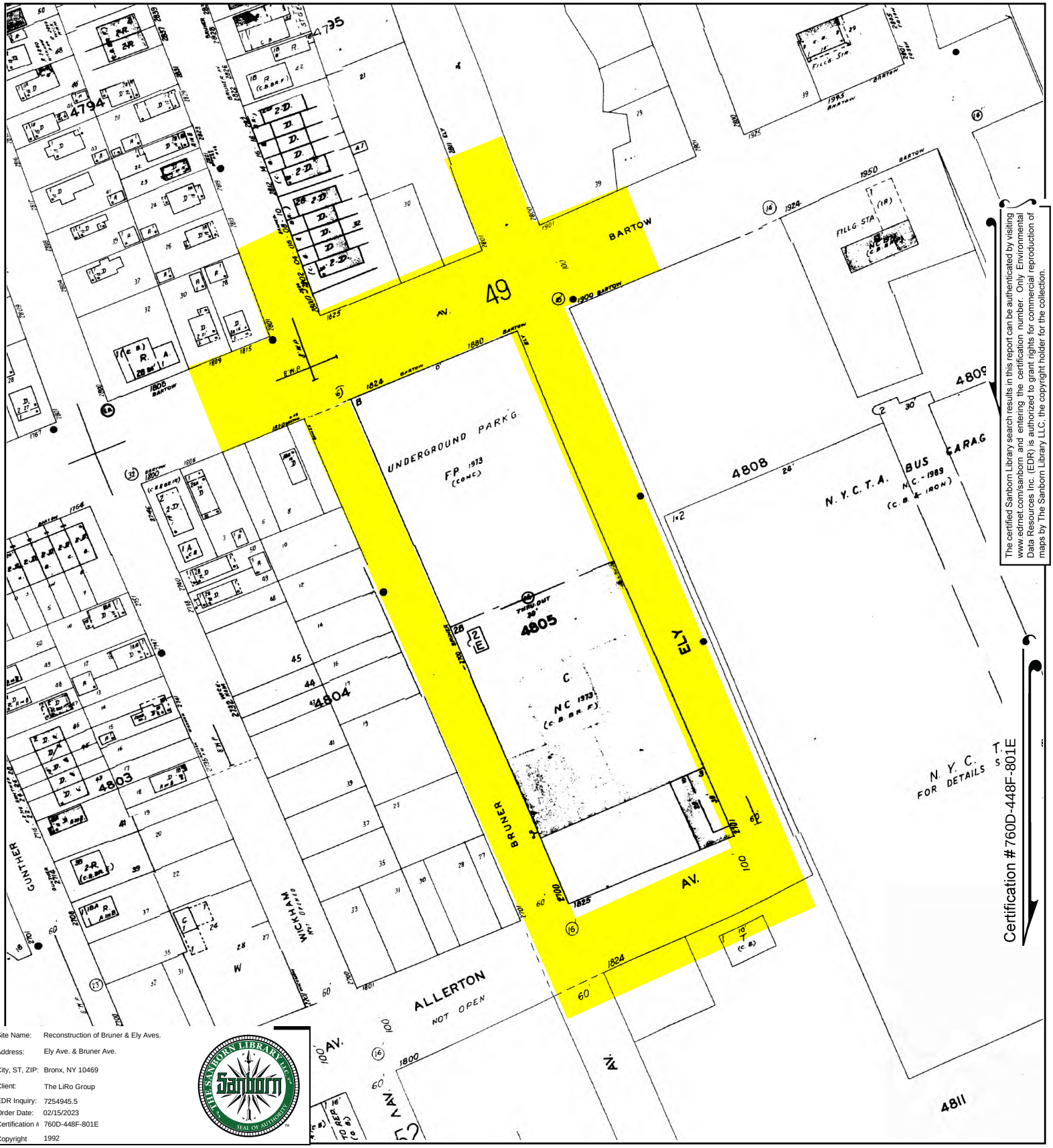
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HAZ 64

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1992

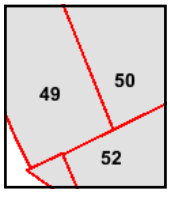


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Copyright	1992

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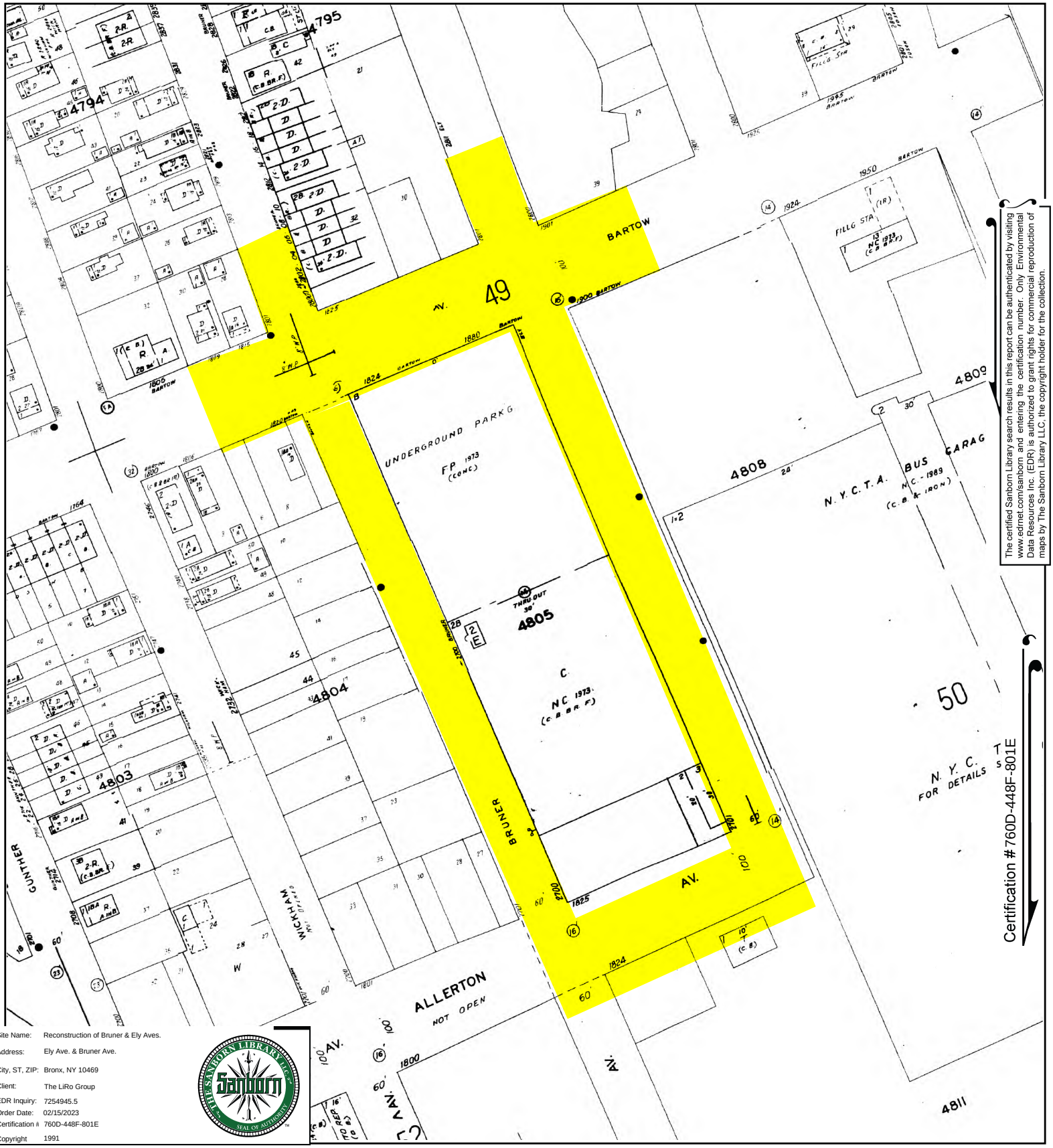




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Volume 18, Sheet 50

0 Feet 150 300 600

HAZ 65



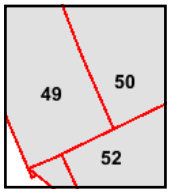
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Copyright	1991

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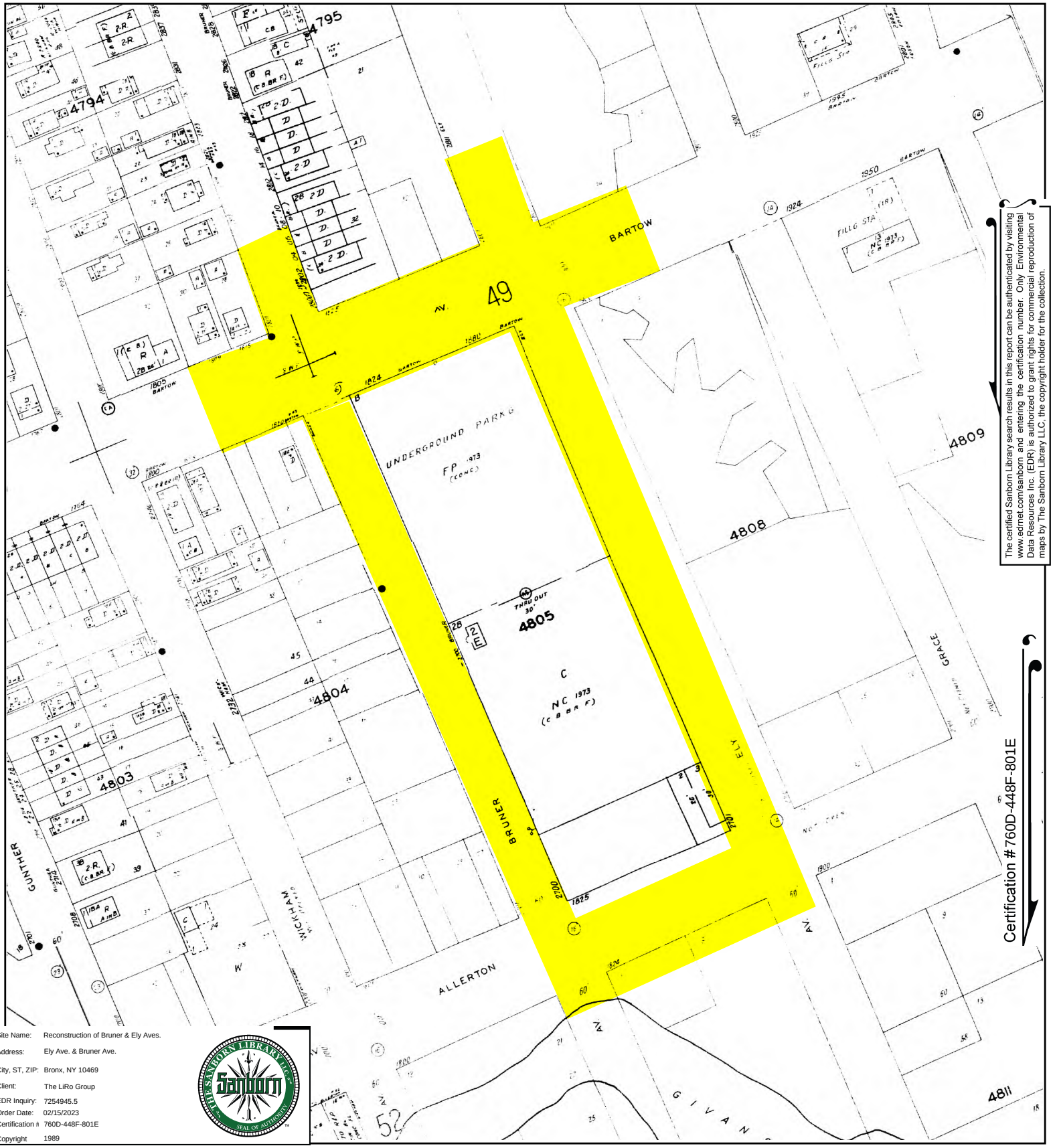


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0 Feet 150 300 600

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HAZ 66



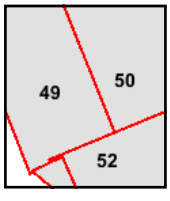
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Copyright	1989

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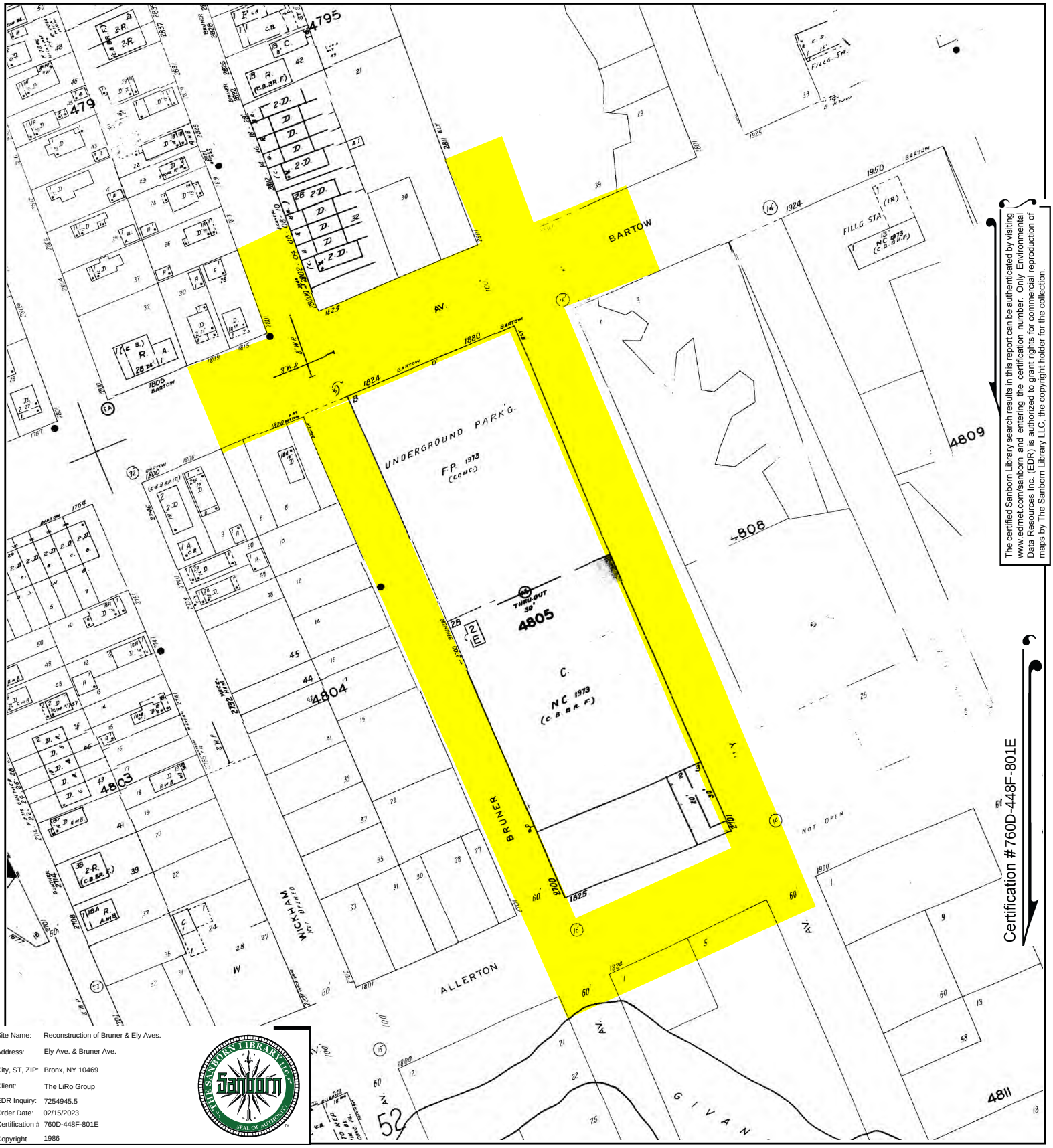


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Volume 18, Sheet 50

0 Feet 150 300 600

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HAZ 67



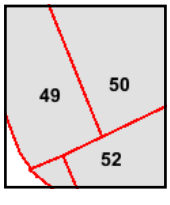
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Copyright	1986

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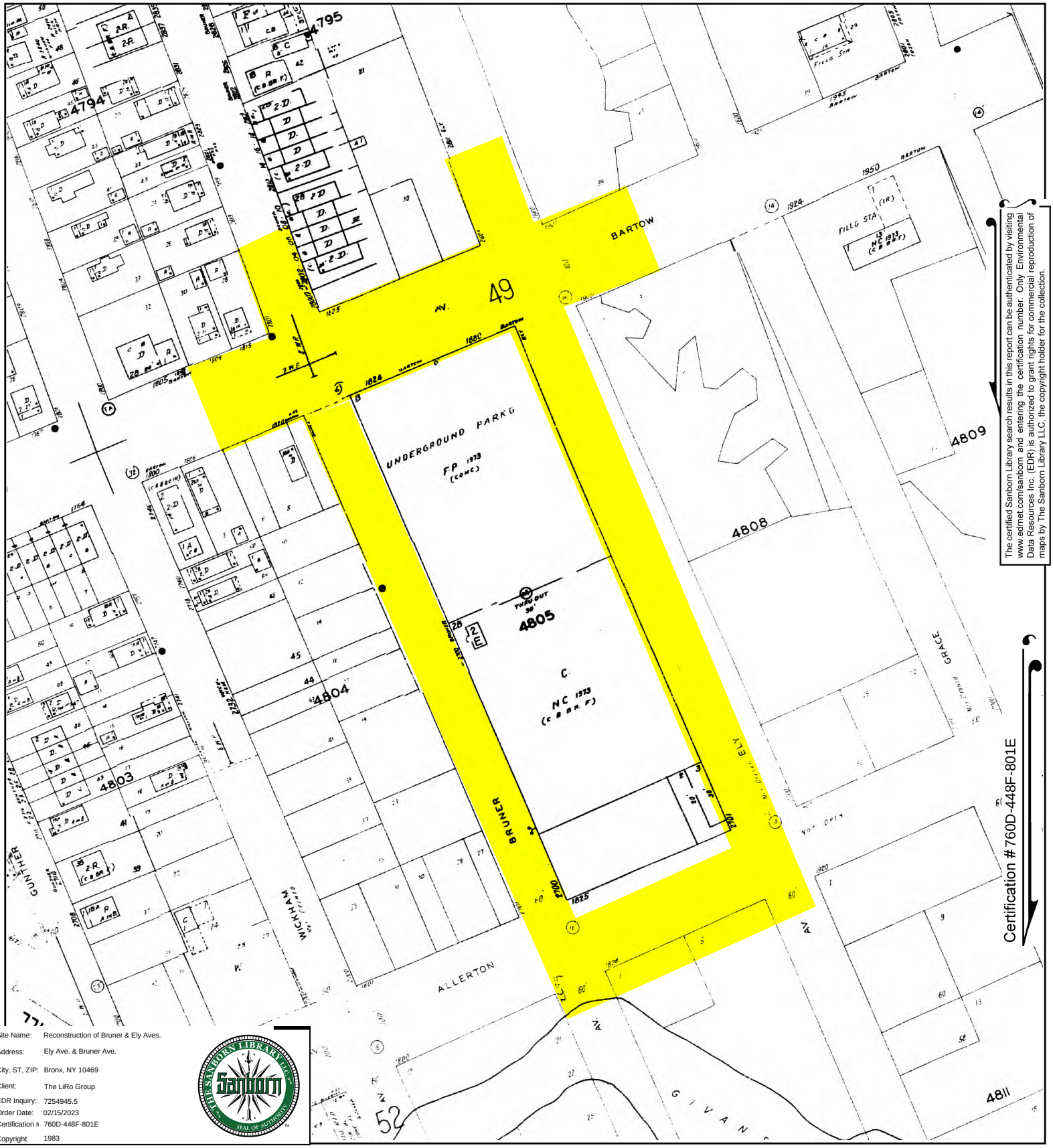


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Volume 18, Sheet 49

0 Feet 150 300 600

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HAZ 68



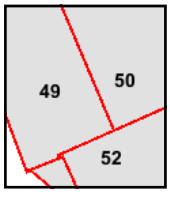
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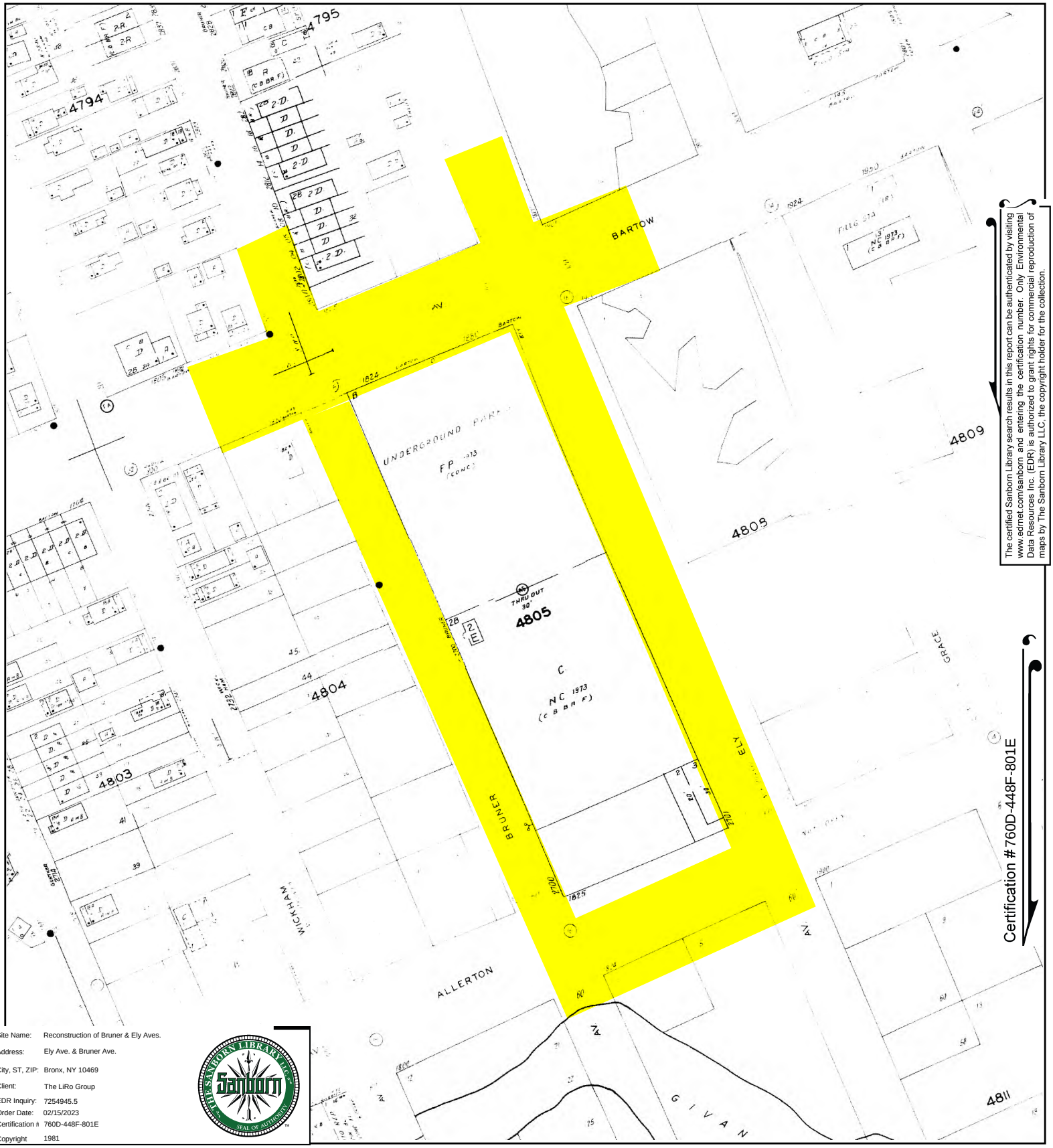


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Volume 18, Sheet 52

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N

HAZ 69



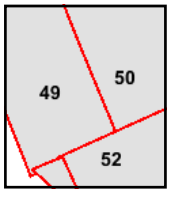
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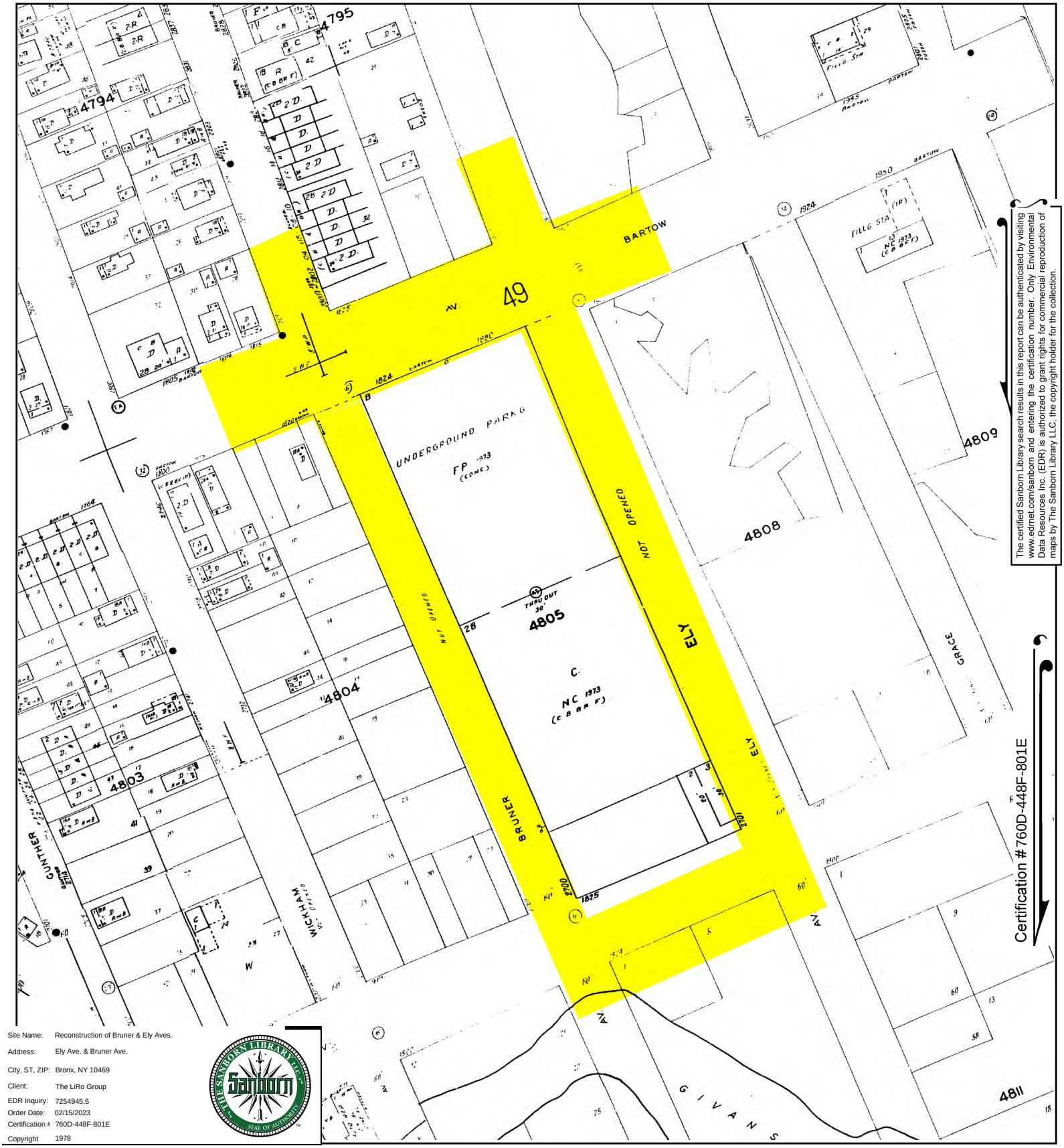


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0 Feet 150 300 600

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HAZ 70



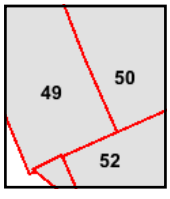
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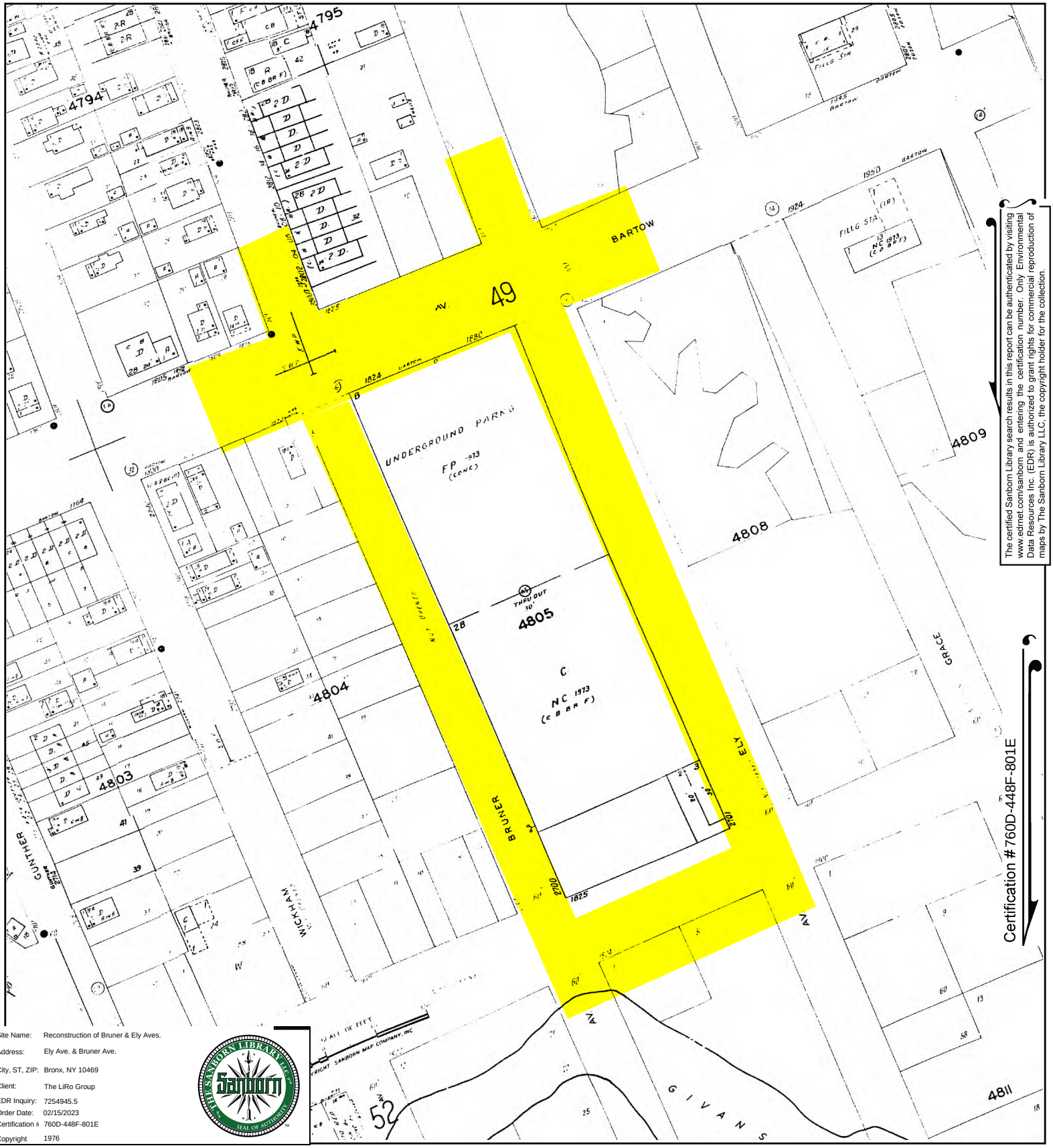


Volume 18, Sheet 50
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Volume 18, Sheet 52

0 Feet 150 300 600

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HAZ 71



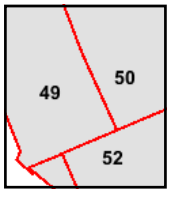
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Copyright	1976

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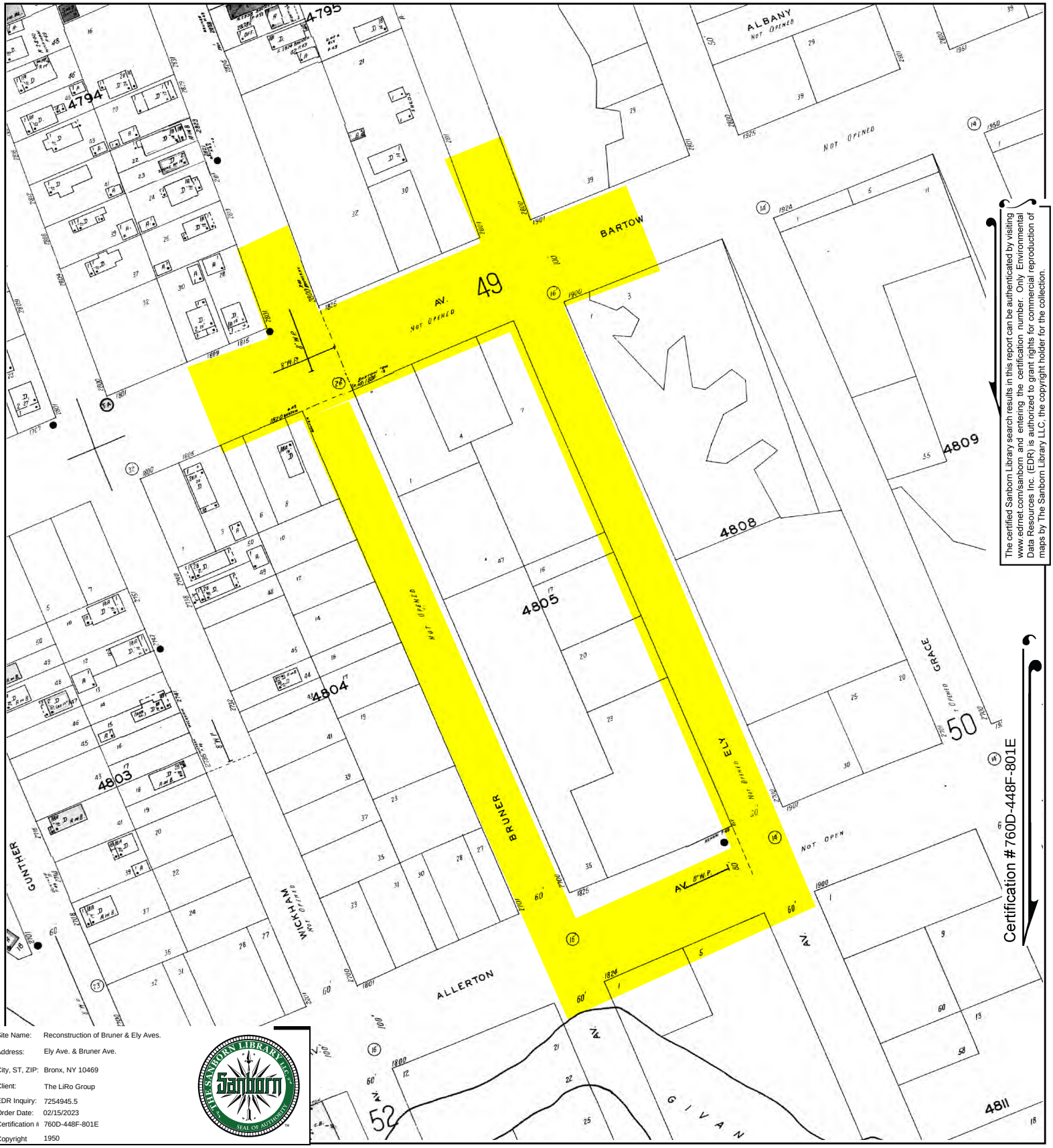




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HAZ 72



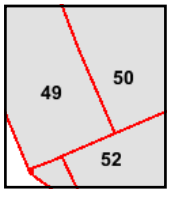
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Copyright	1950

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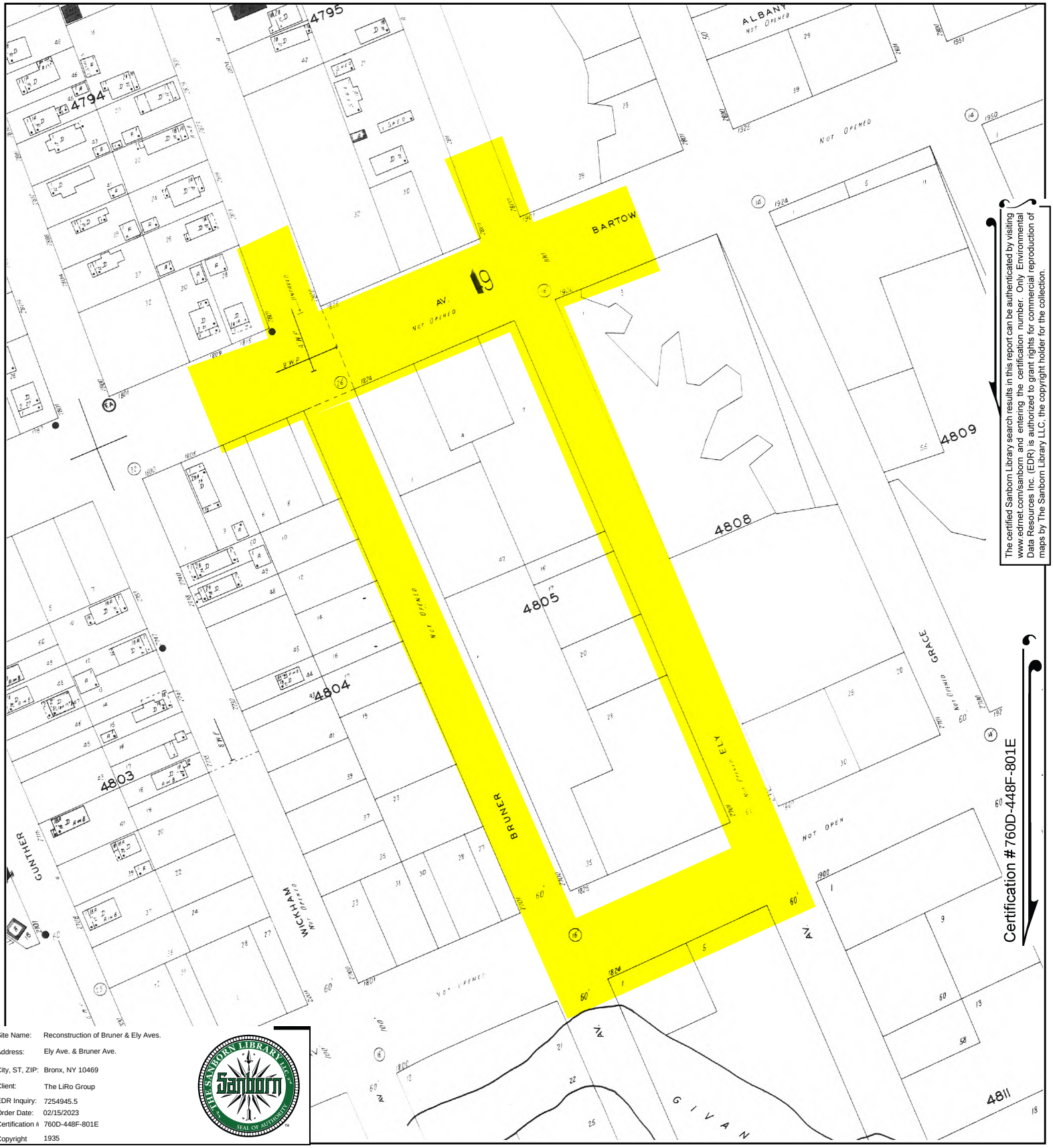


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0 Feet 150 300 600

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HAZ 73



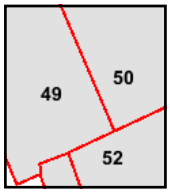
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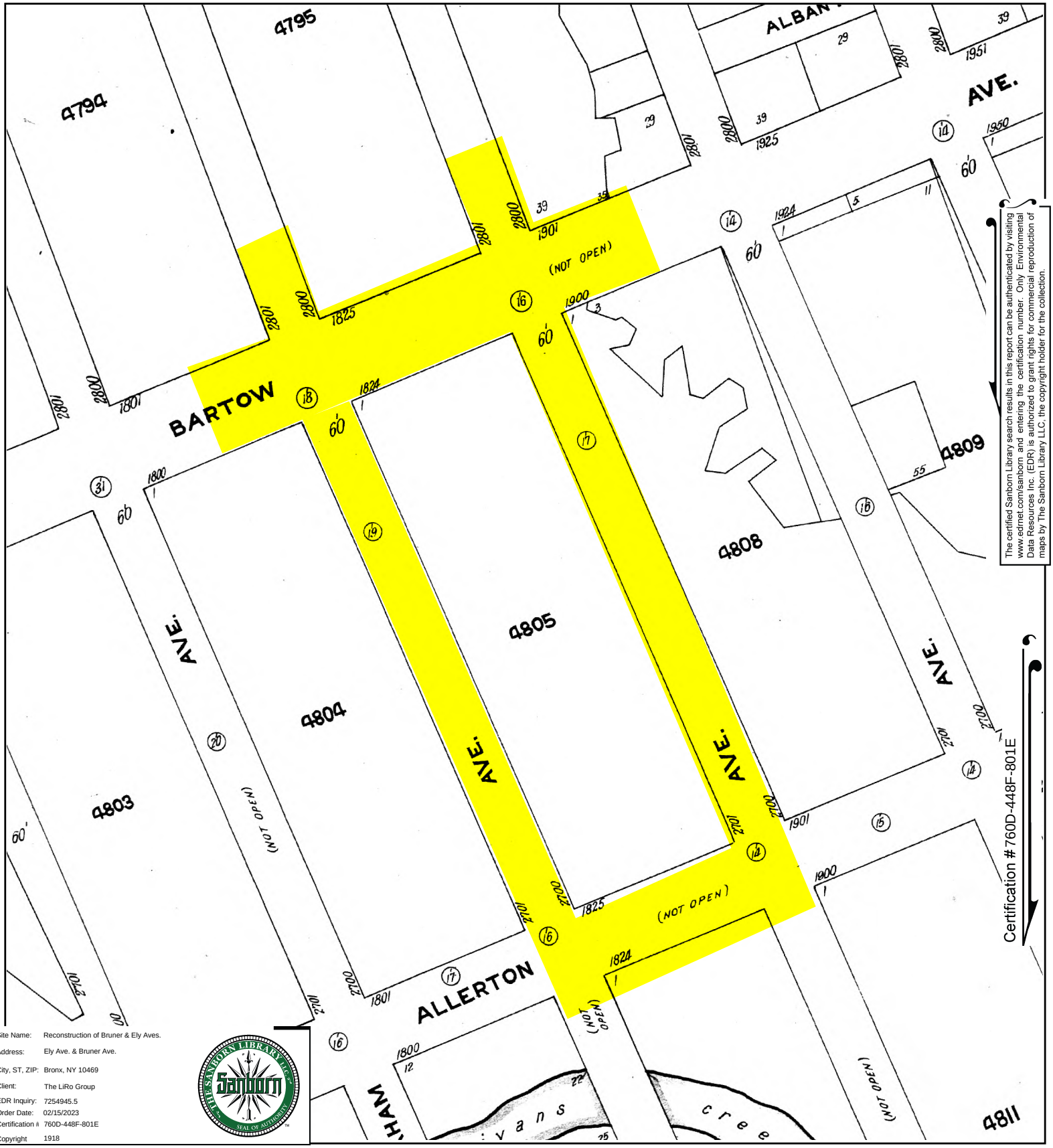


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0 Feet 150 300 600

N

HAZ 74



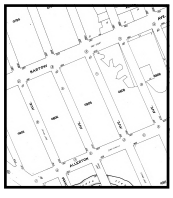
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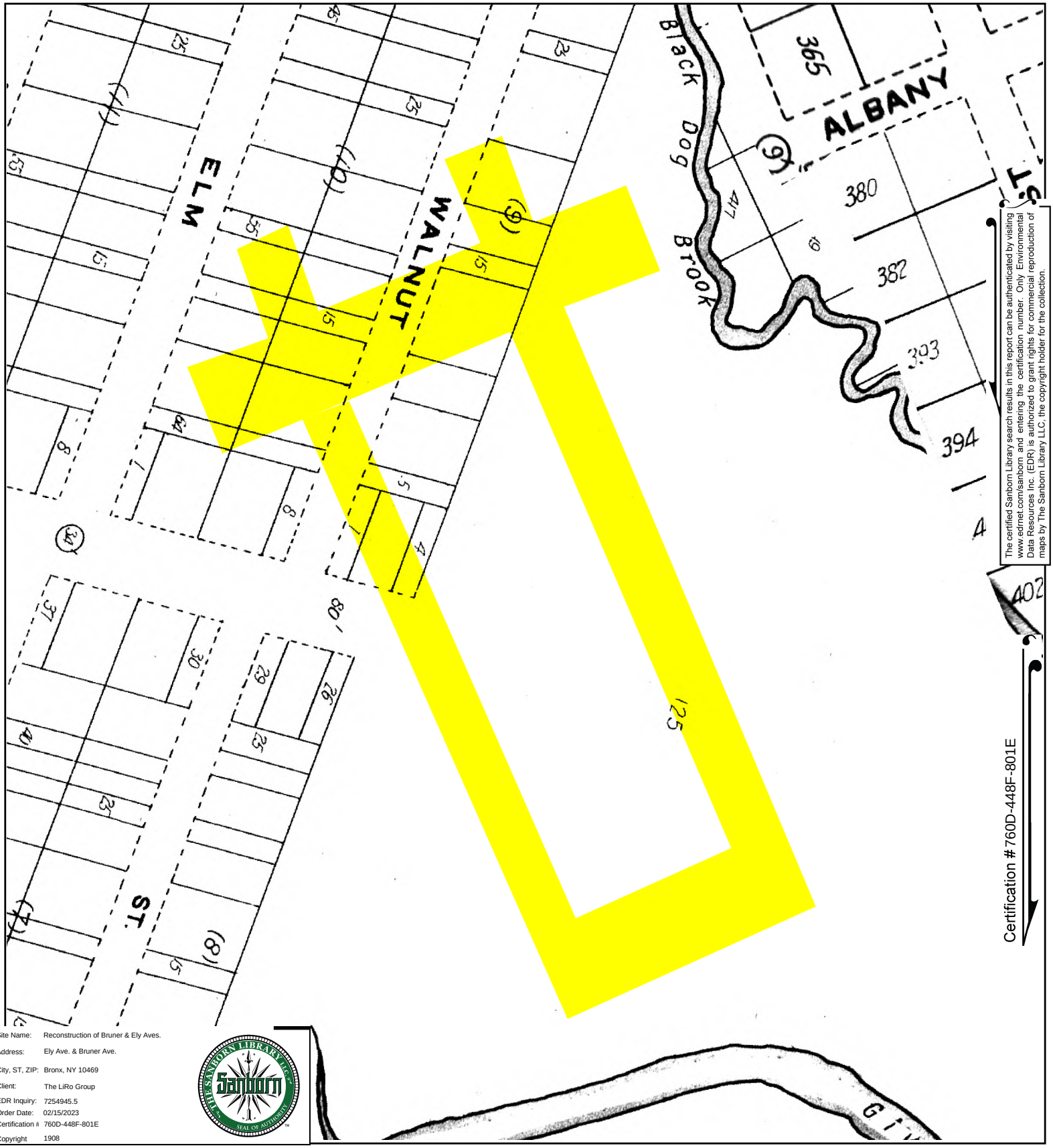
0 Feet 150 300 600





Volume 18, Sheet 81
Volume 18, Sheet 78

HAZ 75



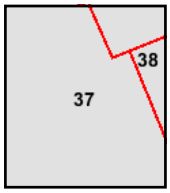
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Certification #760D-448F-801E

Site Name: Reconstruction of Bruner & Ely Aves.
Address: Ely Ave. & Bruner Ave.
City, ST, ZIP: Bronx, NY 10469
Client: The LiRo Group
EDR Inquiry: 7254945.5
Order Date: 02/15/2023
Certification #: 760D-448F-801E
Copyright: 1908

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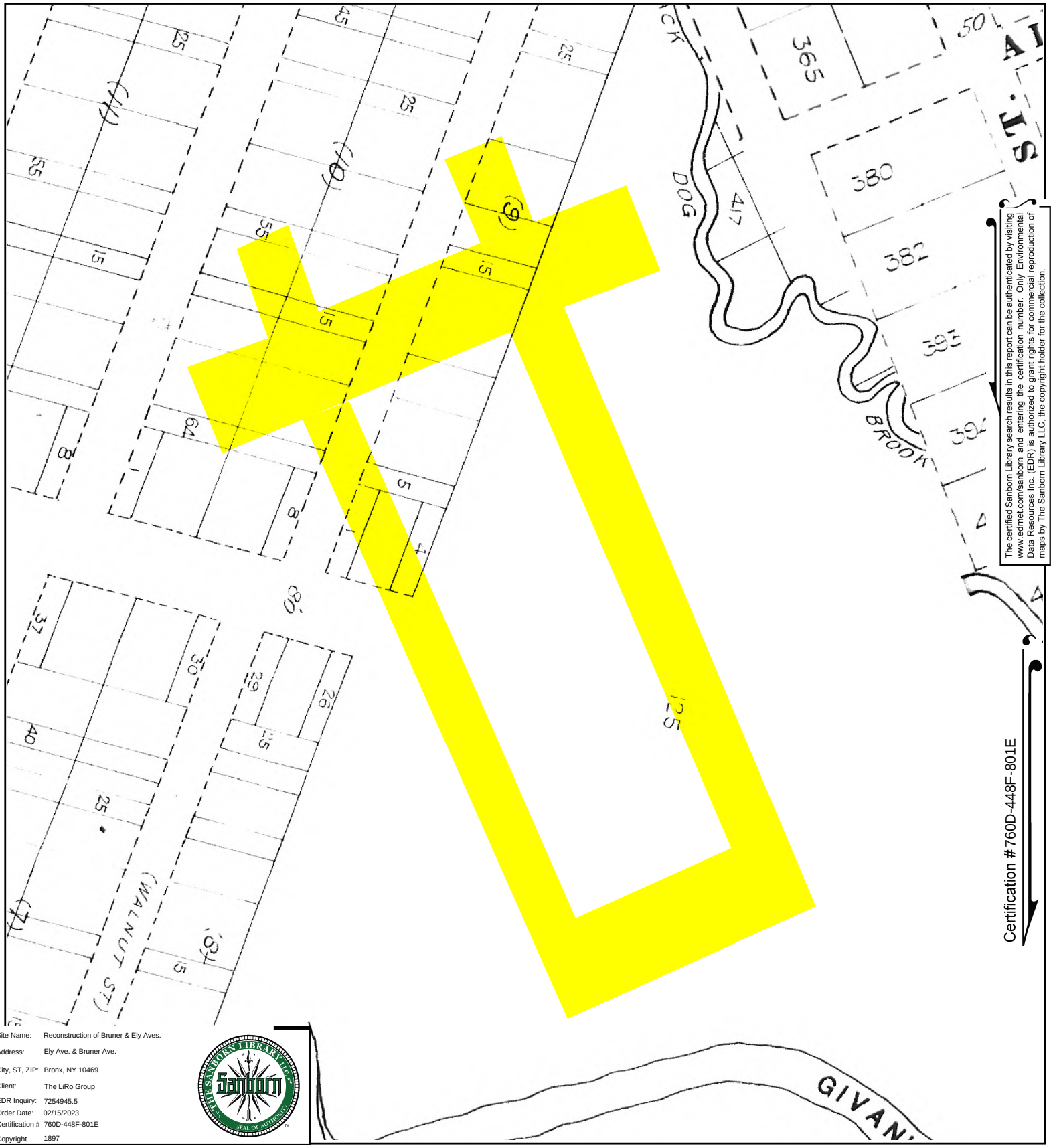


Volume B, Sheet 38
Volume B, Sheet 37

0 Feet 150 300 600

N

HAZ 76



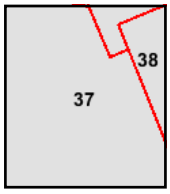
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Site Name: Reconstruction of Bruner & Ely Aves.
Address: Ely Ave. & Bruner Ave.
City, ST, ZIP: Bronx, NY 10469
Client: The LiRo Group
EDR Inquiry: 7254945.5
Order Date: 02/15/2023
Certification #: 760D-448F-801E
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0 Feet 150 300 600





Volume B, Sheet 37
Volume B, Sheet 38

HAZ 77

APPENDIX C
REGULATORY AGENCY DATABASE REPORT

Reconstruction of Bruner & Ely Aves.
Ely Ave. & Bruner Ave.
Bronx, NY 10469

Inquiry Number: 7254945.2s
February 15, 2023

The EDR Radius Map™ Report

6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

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GEOCHECK ADDENDUM

GeoCheck - Not Requested

Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

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EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc (EDR). The report was designed to assist parties seeking to meet the search requirements of EPA's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E1527-21), the ASTM Standard Practice for Environmental Site Assessments for Forestland or Rural Property (E 2247-16), the ASTM Standard Practice for Limited Environmental Due Diligence: Transaction Screen Process (E 1528-14) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

TARGET PROPERTY INFORMATION

ADDRESS

ELY AVE. & BRUNER AVE.
BRONX, NY 10469

COORDINATES

Latitude (North):	40.8669110 - 40ˆ 52' 0.87''
Longitude (West):	73.8347790 - 73ˆ 50' 5.20''
Universal Tranverse Mercator:	Zone 18
UTM X (Meters):	598197.4
UTM Y (Meters):	4524425.0
Elevation:	4 ft. above sea level

USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property Map:	14115946 FLUSHING, NY
Version Date:	2019
North Map:	14105990 MOUNT VERNON, NY
Version Date:	2019

AERIAL PHOTOGRAPHY IN THIS REPORT

Portions of Photo from:	20150522
Source:	USDA

MAPPED SITES SUMMARY

Target Property Address:
ELY AVE. & BRUNER AVE.
BRONX, NY 10469

Click on Map ID to see full detail.

MAP ID	SITE NAME	ADDRESS	DATABASE ACRONYMS	RELATIVE ELEVATION	DIST (ft. & mi.) DIRECTION
A1	BARTOW AVE	BARTOW & ELY AVE	NY Spills	Higher	1 ft.
A2	GUN HILL BUS DEPOT	1910 BARTOW AVENUE	NY UST, NY CBS UST, NY AST, NY Spills	Higher	1 ft.
A3	MANHOLE 29257	BARTOW AVE ELI AV	NY Spills	Higher	1 ft.
A4	GUN HILL BUS DEPOT	1900 BARTOW AVE	NY Spills	Higher	1 ft.
A5	TOYS R US	1880 BARTOW AVE	NY Spills	Higher	1 ft.
B6	MTA GUN HILL BUS COM	LOTS BOUNDED BY GUN	NY SHWS	Higher	1 ft.
B7	1824 ALLERTON AVENUE	1824 ALLERTON AVENUE	US BROWNFIELDS	Higher	33, 0.006, SSE
C8	FRONT OF	1805 BARTOW AVE	NY Spills	Higher	79, 0.015, WNW
B9	MTA GUN HILL BUS COM	U	NY HSWDS	Higher	87, 0.016, SSE
A10	NYCTA - GUN HILL DEP	1910 BARTOW AVENUE	RCRA-SQG, ICIS, US AIRS, FINDS, ECHO, RI MANIFEST,...	Higher	167, 0.032, NNE
A11	DEPOT	1910 BARTOW AVE	NY Spills	Higher	167, 0.032, NNE
A12	NYCTA GUN HILL DEPOT	1910 BARTOW AVE	NY MANIFEST	Higher	167, 0.032, NNE
A13	GUN HILL BUS DEPOT	1910 BARTOW AVENUE	NY CBS, NY Spills	Higher	167, 0.032, NNE
A14	SUMP	1910 BARTOW AVE	NY Spills	Higher	167, 0.032, NNE
A15	GUNHILL BUS DEPOT	1910 BARTOW AVE	NY LTANKS, NY Spills	Higher	167, 0.032, NNE
C16	POLE 10269	BARTOW AVE & WICKHAM	NY Spills	Higher	179, 0.034, WNW
D17	SPILL NUMBER 0101069	2820 BRUNNER AVE	NY Spills	Higher	188, 0.036, NNW
D18	SIDEWALK	2820 BRUNER AV	NY Spills	Higher	188, 0.036, NNW
D19	POLE 8974	IFO 2820 BRUNER AV	NY Spills	Higher	188, 0.036, NNW
E20	MANHOLE 27703	BARTOW AVE / GRACE A	NY Spills	Higher	204, 0.039, NNE
D21	NEAR POLE 8975	2825 BRUNER AVE	NY Spills	Higher	223, 0.042, NW
F22	GUNHILL DEPOT	GUNHILL ROAD	NY Spills	Higher	224, 0.042, ESE
F23	BUS GARAGE	1910 BARTHOL AVE	NY Spills	Higher	224, 0.042, ESE
F24	GUN HILL DEPOT	GUN HILL DEPOT	NY LTANKS	Higher	224, 0.042, ESE
D25	SPILL NUMBER 0202283	2822 BRUNNER AVE	NY Spills	Higher	227, 0.043, NNW
C26	POLE #10269	1767 BARTOW AVE	NY Spills	Higher	231, 0.044, WNW
C27	2813 WICKHAM AVE.	2813 WICKHAM AVE.	NY Spills	Higher	295, 0.056, WNW
G28	GUN HILL MUFFLER INC	1733 EAST GUN HILL R	NY AST	Higher	306, 0.058, SSW
G29	SPEEDY MUFFLER	1733 E GUNHILL RD	RCRA NonGen / NLR, FINDS, ECHO, NY MANIFEST	Higher	306, 0.058, SSW
G30	R C R SERVICE STATIO	1733 E GUNHILL RD	EDR Hist Auto	Higher	306, 0.058, SSW
G31	GUN HILL MUFFLER INC	1733 EAST GUN HILL R	NY UST	Higher	306, 0.058, SSW
E32	OAK QUALITY GAS INC	1930 BARTOW AVE	EDR Hist Auto	Higher	313, 0.059, NE
E33	SHELL OIL-A&S SS INC	1930 BARTOW AVENUE	RCRA NonGen / NLR, US AIRS, FINDS, ECHO, NY...	Higher	313, 0.059, NE
E34	1930 BARTOW AVE PETR	1930 BARTOW AVENUE	NY AST	Higher	313, 0.059, NE
E35	1930 BARTOW AVE PETR	1930 BARTOW AVENUE	NY UST	Higher	313, 0.059, NE
E36	SHELL	1930 BARTOW AVENUE	NY LTANKS, NY Spills	Higher	313, 0.059, NE
E37	MOBLE	2805 EDISON AV	EDR Hist Auto	Higher	355, 0.067, NNE
E38	ACADIA	1941 BARTOW AV	NY Spills	Higher	365, 0.069, NE
E39	21ST CENTURY FUEL LL	1945 BARTOW AVE	EDR Hist Auto	Higher	369, 0.070, NE

MAPPED SITES SUMMARY

Target Property Address:
ELY AVE. & BRUNER AVE.
BRONX, NY 10469

Click on Map ID to see full detail.

MAP ID	SITE NAME	ADDRESS	DATABASE ACRONYMS	RELATIVE ELEVATION	DIST (ft. & mi.) DIRECTION
E40	GAS STATION	1945 BARTOW AVENUE	NY LTANKS, NY Spills	Higher	369, 0.070, NE
E41	BRONX FOOD MART INC	1945 BARTOW AVENUE	NY UST	Higher	369, 0.070, NE
42	CON EDISON	2804 GUNTHER AV	NY MANIFEST	Higher	380, 0.072, West
H43	SPILL NUMBER 0105932	2840 WICKHAM AVE	NY Spills	Higher	398, 0.075, NW
E44	SHEEN IN EXCAVATION	EDSON AVENUE & BARTO	NY Spills	Higher	429, 0.081, NE
I45	NYNEX	2829 EDSON AVE	RCRA NonGen / NLR, FINDS, ECHO, NY MANIFEST	Higher	431, 0.082, NNE
I46	BELL ATLANTIC	2829 EDSON AVE	NY MANIFEST	Higher	431, 0.082, NNE
I47	BELL ATLANTIC	2829 EDSON AVENUE	NY UST	Higher	431, 0.082, NNE
I48	2829 EDISON AVE/N Y	2829 EDISON AVE	NY LTANKS, NY Spills	Higher	431, 0.082, NNE
G49	COMMERICAL PROPERTY	1738 EAST GUN HILL R	NY Spills	Higher	435, 0.082, SSW
G50	1738 GUNHILL FUEL IN	1738 EAST GUN HILL R	NY UST	Higher	435, 0.082, SSW
G51	V M C SERVICE STATIO	1738 E GUNHILL RD	EDR Hist Auto	Higher	435, 0.082, SSW
G52	CARTOWN AUTO RENTALS	1738 GUNHILL RD	RCRA NonGen / NLR, NY MANIFEST	Higher	435, 0.082, SSW
E53	CON EDISON - GAS MAI	BARTOW AV & EDSON AV	RCRA-LQG, NY MANIFEST, NJ MANIFEST	Higher	436, 0.083, NE
J54	PETCO STORE #3780	1750 GUN HILL RD	NY MANIFEST	Higher	460, 0.087, South
J55	PETCO STORE #3780	1750 GUN HILL RD	RCRA-VSQG, FINDS, ECHO	Higher	460, 0.087, South
K56	NEW ENGLAND THRUWAY	+ BARTOW AVE	NY Spills	Higher	469, 0.089, NE
K57	SPILL NUMBER 0111233	EDISON AV/BARTOW AV	NY Spills	Higher	490, 0.093, NE
K58	BARTOW AND EDISON ST	BARTOW AND EDISON ST	NY Spills	Higher	490, 0.093, NE
K59	SPILL NUMBER 0202037	EDISON AV/BARTOW AV	NY Spills	Higher	490, 0.093, NE
K60	BARTOW AVE NEAR BAY	BARTOW AVE NEAR BAY	NY Spills	Higher	490, 0.093, NE
K61	EDISON & BARTOW/GRAS	EDISON & BARTOW AVES	NY Spills	Higher	490, 0.093, NE
K62	GUNHILL DEPOT	EDSON & BARTOW	NY Spills	Higher	490, 0.093, NE
J63	1773 GUNHILL ROAD	1773 GUNHILL ROAD	NY LTANKS, NY Spills	Higher	499, 0.095, South
K64	BARTOW AVE & EDISON	BARTOW AVE / EDISON	NY Spills	Higher	567, 0.107, NE
K65	NYC DEP	BARTOW AVE & NEW ENG	RCRA NonGen / NLR, NY MANIFEST	Higher	582, 0.110, NE
J66	1770 E GUNHILL RD SE	1770 E GUN HILL RD	EDR Hist Auto	Higher	584, 0.111, South
J67	SERVICE STATION	1770 E GUN HILL RD	RCRA NonGen / NLR, FINDS, ECHO	Higher	584, 0.111, South
J68	LOT 1,TAXBLOCK 4494	1770 EAST GUN HILL R	NY E DESIGNATION	Higher	584, 0.111, South
J69	SHOPPING CENTER	1770 -1778 EAST GUNH	NY Spills	Higher	584, 0.111, South
K70	SOUTH BOUND NE THRUW	BARTHOW AV	NY Spills	Higher	644, 0.122, NE
K71	SPILL NUMBER 9807398	BARTOW AVE/I-95 UNDE	NY Spills	Higher	644, 0.122, NE
H72	POLE 14815	ARROW AV/WICKHAM AV	NY Spills	Higher	650, 0.123, NW
K73	BAY CHESTER AVE AND	BARTOW STREET	NY LTANKS	Higher	695, 0.132, NE
L74	1665 GAS CORP	1665 BARTOW AVENUE	NY UST	Higher	728, 0.138, West
L75	MELLO & TONY AUTO RE	1665 BARTOW AVENUE	NY AST	Higher	728, 0.138, West
76	PERFECT CLEANERS	1776 E GUN HILL RD	RCRA NonGen / NLR, FINDS, ECHO, NY MANIFEST	Higher	744, 0.141, SSE
L77	AMOCO	1665 BARTOW AVENUE	NY LTANKS	Higher	766, 0.145, West
78	CON EDISON POLE 1480	1710 ARNOW AVE	RCRA NonGen / NLR	Higher	767, 0.145, WNW

MAPPED SITES SUMMARY

Target Property Address:
ELY AVE. & BRUNER AVE.
BRONX, NY 10469

Click on Map ID to see full detail.

MAP ID	SITE NAME	ADDRESS	DATABASE ACRONYMS	RELATIVE ELEVATION	DIST (ft. & mi.) DIRECTION
L79	CHASE BANK	1650 EAST GUNHILL RO	NY LTANKS	Higher	813, 0.154, WSW
L80	CHASE BANK	1650 EAST GUN HILL R	NY UST	Higher	813, 0.154, WSW
81	NYC DEP	2939 EDSON AVE	NY MANIFEST	Higher	837, 0.159, North
M82	CON EDISON	2916 BRUNER AVE	NY MANIFEST	Higher	855, 0.162, NNW
M83	CON EDISON	2916 BRUNNER AVE	NY MANIFEST	Higher	855, 0.162, NNW
N84	I.S. 144 - BRONX X14	2545 GUNTHER AVENUE	NY AST	Higher	863, 0.163, SSW
N85	NYC BD OF ED - PUBLI	2545 GUNTHER AVE	RCRA-LQG, ICIS, FINDS, ECHO, NY LEAD, NY MANIFEST	Higher	863, 0.163, SSW
86	CON EDISON VAULT: 26	BAYCHESTER AVE & BAR	RCRA NonGen / NLR, FINDS	Higher	881, 0.167, NE
O87	JC PENNEY	200 BAYCHESTER AVE	RCRA NonGen / NLR	Higher	933, 0.177, ESE
O88	CON EDISON	200 BAYCHESTER AVE	NY MANIFEST	Higher	933, 0.177, ESE
O89	CON EDISON CUSTOMER	200 BAYCHESTER AVE	RCRA NonGen / NLR	Higher	933, 0.177, ESE
P90	MOBIL R/S #10003	500 BAYCHESTER AVENU	NY UST, NY AST	Higher	1129, 0.214, NNE
P91	MOBIL OIL CORP SS QG	500 BAYCHESTER AVE	RCRA NonGen / NLR	Higher	1129, 0.214, NNE
P92	EXXONMOBIL	500 BAYCHESTER AVENU	NY LTANKS, NY Spills	Higher	1129, 0.214, NNE
Q93	F.D.N.Y. ENG. 66	21 ASCH LOOP	NY UST	Higher	1156, 0.219, NE
Q94	F.D.N.Y. ENG. 66	21 ASCH LOOP	NY AST	Higher	1156, 0.219, NE
R95	CONSOLIDATED EDISON	1560 EAST GUN HILL R	NJ MANIFEST	Higher	1202, 0.228, West
R96	CONSOLIDATED EDISON	1560 E GUN HILL RD	NY MANIFEST	Higher	1202, 0.228, West
S97	CON EDISON	1851 E GUNHILL RD	NJ MANIFEST	Higher	1204, 0.228, SSE
S98	CON EDISON	1851 E GUNHILL RD	RCRA NonGen / NLR, FINDS, ECHO	Higher	1204, 0.228, SSE
S99	HOME DEPOT #HD1221	1806 E GUNHILL RD	RCRA-LQG, FINDS, ECHO, NY MANIFEST	Higher	1210, 0.229, SSE
100	BELL ATLANTIC-NY	BARTOW AVE & ASCH LO	NY MANIFEST	Higher	1227, 0.232, NE
S101	CON EDISON	1877 E GUNHILL RD	NJ MANIFEST	Higher	1271, 0.241, SSE
S102	CON EDISON	1877 E GUNHILL RD	RCRA NonGen / NLR	Higher	1271, 0.241, SSE
Q103	CON EDISON	120 N ASH LOOP	RCRA NonGen / NLR	Higher	1290, 0.244, NE
Q104	CON EDISON	120 N ASH LOOP	NJ MANIFEST	Higher	1290, 0.244, NE
Q105	CON EDISON	120 N ASH LOOP	NY MANIFEST	Higher	1290, 0.244, NE
S106	F C WARING ASSOCIATE	1870 GUNHILL RD	RCRA NonGen / NLR, FINDS, ECHO, NY MANIFEST	Higher	1304, 0.247, SSE
S107	GHRD	1870 EAST GUNHILL RD	NY LTANKS, NY UST	Higher	1304, 0.247, SSE
108	HOLY ROSARY SCHOOL	1500 ARNOW AVE	NY LTANKS	Higher	1791, 0.339, West
109	EDISON AVE & GUN HIL	EDISON AVE / GUN HIL	NY LTANKS	Higher	1823, 0.345, SE
110	NURSING HOME	1800 WARING AVE	NY LTANKS	Higher	1879, 0.356, South
T111	1510 ADEE AVE.	1510 ADEE AVE.	NY LTANKS	Higher	1942, 0.368, WNW
T112	EASTCHESTER RD & ADE	EASTCHESTER RD & ADE	NY LTANKS	Higher	1972, 0.373, WNW
T113	CLOSED-LACKOF RECENT	1525 EAST GUNHILL RO	NY LTANKS	Higher	2036, 0.386, WNW
114	2934 VENTON AVE	2934 VENTON AVE	NY LTANKS	Higher	2095, 0.397, West
U115	SPILL NUMBER 0107022	2455 MICKLE AV	NY LTANKS	Higher	2137, 0.405, SW
V116	1512 EAST GUNHILL RO	1512 EAST GUNHILL RO	NY LTANKS	Higher	2276, 0.431, WNW
U117	RESIDENCE	2436 WOODHULL	NY LTANKS	Higher	2326, 0.441, SW

MAPPED SITES SUMMARY

Target Property Address:
ELY AVE. & BRUNER AVE.
BRONX, NY 10469

Click on Map ID to see full detail.

MAP ID	SITE NAME	ADDRESS	DATABASE ACRONYMS	RELATIVE ELEVATION	DIST (ft. & mi.) DIRECTION
118	3155 GRACE AVENUE	3155 GRACE AVENUE	NY LTANKS, NY AST, NY Spills	Higher	2378, 0.450, NNW
V119	CONCRETE AND SOIL	2943 FENTON AVE	NY LTANKS, NY Spills	Higher	2400, 0.455, WNW
V120	1429 EAST GUN HILL R	1429 EAST GUN HILL R	NY VCP	Higher	2402, 0.455, WNW
W121	KINGS HARBOR MULTICA	2000 EAST GUN HILL R	NY LTANKS	Higher	2465, 0.467, SSE
W122	NURSING HOME	2000 EAST GUNHILL RD	NY LTANKS	Higher	2465, 0.467, SSE
123	PATHMARK 72647	2136 BARTOW AVE	NY LTANKS, NY MANIFEST	Higher	2493, 0.472, ENE
124	RESIDENCE	2535 EASTCHESTER RD	NY LTANKS	Higher	2501, 0.474, WSW
125	SPILL NUMBER 9909452	202436 WOODHULL AVEN	NY LTANKS	Higher	2543, 0.482, SW
126	APT BLDG	1500 MACE AVE	NY LTANKS	Higher	2555, 0.484, SW
127	TOWN HOUSE CLEANERS	181 EINSTEIN COOP SE	NY SHWS, NY ENG CONTROLS, NY INST CONTROL, RCRA...	Higher	2890, 0.547, ESE
128	BARTOW CLEANERS-CO-O	2049 BARTOW AVENUE	NY SHWS	Higher	3120, 0.591, NNE
129	MISS PENNY CLEANERS-	173 DREISER LOOP	NY SHWS, NY DRYCLEANERS	Higher	3663, 0.694, NNE

EXECUTIVE SUMMARY

TARGET PROPERTY SEARCH RESULTS

The target property was not listed in any of the databases searched by EDR.

DATABASES WITH NO MAPPED SITES

No mapped sites were found in EDR's search of available ("reasonably ascertainable ") government records either on the target property or within the search radius around the target property for the following databases:

STANDARD ENVIRONMENTAL RECORDS

Lists of Federal NPL (Superfund) sites

NPL ---------- National Priority List
Proposed NPL ---------- Proposed National Priority List Sites
NPL LIENS ---------- Federal Superfund Liens

Lists of Federal Delisted NPL sites

Delisted NPL ---------- National Priority List Deletions

Lists of Federal sites subject to CERCLA removals and CERCLA orders

FEDERAL FACILITY ---------- Federal Facility Site Information listing
SEMS ---------- Superfund Enterprise Management System

Lists of Federal CERCLA sites with NFRAP

SEMS-ARCHIVE ---------- Superfund Enterprise Management System Archive

Lists of Federal RCRA facilities undergoing Corrective Action

CORRACTS ---------- Corrective Action Report

Lists of Federal RCRA TSD facilities

RCRA-TSDF ---------- RCRA - Treatment, Storage and Disposal

Federal institutional controls / engineering controls registries

LUCIS ---------- Land Use Control Information System
US ENG CONTROLS ---------- Engineering Controls Sites List
US INST CONTROLS ---------- Institutional Controls Sites List

Federal ERNS list

ERNS ---------- Emergency Response Notification System

Lists of state and tribal landfills and solid waste disposal facilities

NY SWF/LF ---------- Facility Register

Lists of state and tribal leaking storage tanks

INDIAN LUST ---- Leaking Underground Storage Tanks on Indian Land
NY HIST LTANKS ---- Listing of Leaking Storage Tanks

Lists of state and tribal registered storage tanks

FEMA UST ---- Underground Storage Tank Listing
NY MOSF UST ---- Major Oil Storage Facilities Database
NY MOSF ---- Major Oil Storage Facility Site Listing
NY CBS AST ---- Chemical Bulk Storage Database
NY MOSF AST ---- Major Oil Storage Facilities Database
INDIAN UST ---- Underground Storage Tanks on Indian Land
NY TANKS ---- Storage Tank Faciliy Listing

State and tribal institutional control / engineering control registries

NY RES DECL ---- Restrictive Declarations Listing

Lists of state and tribal voluntary cleanup sites

INDIAN VCP ---- Voluntary Cleanup Priority Listing

Lists of state and tribal brownfield sites

NY BROWNFIELDS ---- Brownfields Site List
NY ERP ---- Environmental Restoration Program Listing

ADDITIONAL ENVIRONMENTAL RECORDS

Local Lists of Landfill / Solid Waste Disposal Sites

NY SWTIRE ---- Registered Waste Tire Storage & Facility List
NY SWRCY ---- Registered Recycling Facility List
INDIAN ODI ---- Report on the Status of Open Dumps on Indian Lands
ODI ---- Open Dump Inventory
DEBRIS REGION 9 ---- Torres Martinez Reservation Illegal Dump Site Locations
IHS OPEN DUMPS ---- Open Dumps on Indian Land

Local Lists of Hazardous waste / Contaminated Sites

US HIST CDL ---- Delisted National Clandestine Laboratory Register
NY DEL SHWS ---- Delisted Registry Sites
US CDL ---- National Clandestine Laboratory Register

Local Lists of Registered Storage Tanks

NY HIST UST ---- Historical Petroleum Bulk Storage Database
NY HIST AST ---- Historical Petroleum Bulk Storage Database

Local Land Records

NY LIENS ---- Spill Liens Information

LIENS 2 ---------- CERCLA Lien Information

Records of Emergency Release Reports

HMIRS ---------- Hazardous Materials Information Reporting System
NY Hist Spills ---------- SPILLS Database
NY SPILLS 90 ---------- SPILLS 90 data from FirstSearch
NY SPILLS 80 ---------- SPILLS 80 data from FirstSearch

Other Ascertainable Records

FUDS ---------- Formerly Used Defense Sites
DOD ---------- Department of Defense Sites
SCRD DRYCLEANERS ---------- State Coalition for Remediation of Drycleaners Listing
US FIN ASSUR ---------- Financial Assurance Information
EPA WATCH LIST ---------- EPA WATCH LIST
2020 COR ACTION ---------- 2020 Corrective Action Program List
TSCA ---------- Toxic Substances Control Act
TRIS ---------- Toxic Chemical Release Inventory System
SSTS ---------- Section 7 Tracking Systems
ROD ---------- Records Of Decision
RMP ---------- Risk Management Plans
RAATS ---------- RCRA Administrative Action Tracking System
PRP ---------- Potentially Responsible Parties
PADS ---------- PCB Activity Database System
FTTS ---------- FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)
MLTS ---------- Material Licensing Tracking System
COAL ASH DOE ---------- Steam-Electric Plant Operation Data
COAL ASH EPA ---------- Coal Combustion Residues Surface Impoundments List
PCB TRANSFORMER ---------- PCB Transformer Registration Database
RADINFO ---------- Radiation Information Database
HIST FTTS ---------- FIFRA/TSCA Tracking System Administrative Case Listing
DOT OPS ---------- Incident and Accident Data
CONSENT ---------- Superfund (CERCLA) Consent Decrees
INDIAN RESERV ---------- Indian Reservations
FUSRAP ---------- Formerly Utilized Sites Remedial Action Program
UMTRA ---------- Uranium Mill Tailings Sites
LEAD SMELTERS ---------- Lead Smelter Sites
US MINES ---------- Mines Master Index File
ABANDONED MINES ---------- Abandoned Mines
DOCKET HWC ---------- Hazardous Waste Compliance Docket Listing
UXO ---------- Unexploded Ordnance Sites
FUELS PROGRAM ---------- EPA Fuels Program Registered Listing
PFAS NPL ---------- Superfund Sites with PFAS Detections Information
PFAS FEDERAL SITES ---------- Federal Sites PFAS Information
PFAS TSCA ---------- PFAS Manufacture and Imports Information
PFAS RCRA MANIFEST ---------- PFAS Transfers Identified In the RCRA Database Listing
PFAS ATSDR ---------- PFAS Contamination Site Location Listing
PFAS WQP ---------- Ambient Environmental Sampling for PFAS
PFAS NPDES ---------- Clean Water Act Discharge Monitoring Information
PFAS ECHO ---------- Facilities in Industries that May Be Handling PFAS Listing
PFAS ECHO FIRE TRAINING ---------- Facilities in Industries that May Be Handling PFAS Listing
PFAS PART 139 AIRPORT ---------- All Certified Part 139 Airports PFAS Information Listing
AQUEOUS FOAM NRC ---------- Aqueous Foam Related Incidents Listing

NY PFAS PFAS Contamination Site Location Listing
NY AIRS Air Emissions Data
NY COAL ASH Coal Ash Disposal Site Listing
NY Financial Assurance Financial Assurance Information Listing
NY SPDES State Pollutant Discharge Elimination System
NY VAPOR REOPENED Vapor Intrusion Legacy Site List
NY UIC Underground Injection Control Wells
NY COOLING TOWERS Registered Cooling Towers
MINES MRDS Mineral Resources Data System

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP EDR Proprietary Manufactured Gas Plants
EDR Hist Cleaner EDR Exclusive Historical Cleaners

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

NY RGA HWS Recovered Government Archive State Hazardous Waste Facilities List
NY RGA LF Recovered Government Archive Solid Waste Facilities List

SURROUNDING SITES: SEARCH RESULTS

Surrounding sites were identified in the following databases.

Elevations have been determined from the USGS Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. Sites with an elevation equal to or higher than the target property have been differentiated below from sites with an elevation lower than the target property.
Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in ***bold italics*** are in multiple databases.

Unmappable (orphan) sites are not considered in the foregoing analysis.

STANDARD ENVIRONMENTAL RECORDS

Lists of Federal RCRA generators

RCRA-LQG: RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month.

A review of the RCRA-LQG list, as provided by EDR, and dated 11/21/2022 has revealed that there are 3 RCRA-LQG sites within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
CON EDISON - GAS MAI EPA ID:: NYP004151346	***BARTOW AV & EDSON AV***	***NE 0 - 1/8 (0.083 mi.)***	***E53***	***232***
NYC BD OF ED - PUBLI EPA ID:: NYD100387455	***2545 GUNTHER AVE***	***SSW 1/8 - 1/4 (0.163 mi.)***	***N85***	***298***
HOME DEPOT #HD1221 EPA ID:: NYR000077008	***1806 E GUNHILL RD***	***SSE 1/8 - 1/4 (0.229 mi.)***	***S99***	***366***

RCRA-SQG: RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.

A review of the RCRA-SQG list, as provided by EDR, and dated 11/21/2022 has revealed that there is 1 RCRA-SQG site within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
NYCTA - GUN HILL DEP EPA ID:: NYD986967974	***1910 BARTOW AVENUE***	***NNE 0 - 1/8 (0.032 mi.)***	***A10***	***41***

RCRA-VSQG: RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Very small quantity generators (VSQGs) generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month.

A review of the RCRA-VSQG list, as provided by EDR, and dated 11/21/2022 has revealed that there is 1 RCRA-VSQG site within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
PETCO STORE #3780 EPA ID:: NYR000225797	***1750 GUN HILL RD***	***S 0 - 1/8 (0.087 mi.)***	***J55***	***242***

Lists of state- and tribal hazardous waste facilities

NY SHWS: The State Hazardous Waste Sites records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially responsible parties. The data come from the Department of Environmental Conservation's Inactive Hazardous waste Disposal Sites in New York State.

A review of the NY SHWS list, as provided by EDR, and dated 11/07/2022 has revealed that there are 4 NY SHWS sites within approximately 1 mile of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
MTA GUN HILL BUS COM	LOTS BOUNDED BY GUN	0 - 1/8 (0.000 mi.)	B6	34

Site Code: 58882				
TOWN HOUSE CLEANERS	***181 EINSTEIN COOP SE***	***ESE 1/2 - 1 (0.547 mi.)***	***127***	***455***
Site Code: 466817				
BARTOW CLEANERS-CO-O	2049 BARTOW AVENUE	NNE 1/2 - 1 (0.591 mi.)	128	472
Site Code: 466820				
MISS PENNY CLEANERS-	***173 DREISER LOOP***	***NNE 1/2 - 1 (0.694 mi.)***	***129***	***474***
Site Code: 466823				

Lists of state and tribal leaking storage tanks

NY LTANKS: Leaking Storage Tank Incident Reports. These records contain an inventory of reported leaking storage tank incidents reported from 4/1/86 through the most recent update. They can be either leaking underground storage tanks or leaking aboveground storage tanks. The causes of the incidents are tank test failures, tank failures or tank overfills

A review of the NY LTANKS list, as provided by EDR, and dated 02/06/2023 has revealed that there are 29 NY LTANKS sites within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
GUNHILL BUS DEPOT	***1910 BARTOW AVE***	***NNE 0 - 1/8 (0.032 mi.)***	***A15***	***89***
Spill Number/Closed Date: 9812963 / 2004-05-19				
Spill Number/Closed Date: 9800075 / 2005-02-22				
Site ID: 216289				
Site ID: 244288				
Spill Date: 1999-01-21				
Spill Date: 1998-04-01				
GUN HILL DEPOT	GUN HILL DEPOT	ESE 0 - 1/8 (0.042 mi.)	F24	113
Spill Number/Closed Date: 9506254 / 2000-12-27				
Site ID: 298566				
Spill Date: 1995-08-16				
SHELL	***1930 BARTOW AVENUE***	***NE 0 - 1/8 (0.059 mi.)***	***E36***	***148***
Spill Number/Closed Date: 9009140 / 1995-06-27				
Spill Number/Closed Date: 0410319 / 2006-03-22				
Spill Number/Closed Date: 9106718 / 2015-08-18				
Spill Number/Closed Date: 8708232 / 2003-12-26				
Site ID: 69675				
Site ID: 335373				
Site ID: 108428				
Site ID: 108427				
Spill Date: 1990-11-20				
Spill Date: 2004-12-16				
Spill Date: 1991-09-21				
Spill Date: 1987-12-22				
GAS STATION	***1945 BARTOW AVENUE***	***NE 0 - 1/8 (0.070 mi.)***	***E40***	***164***
Spill Number/Closed Date: 9411581 / 2003-10-28				
Site ID: 287866				
Spill Date: 1994-11-29				
2829 EDISON AVE/N Y	***2829 EDISON AVE***	***NNE 0 - 1/8 (0.082 mi.)***	***I48***	***203***
Spill Number/Closed Date: 9107834 / 1991-11-14				

Spill Number/Closed Date: 9109372 / 1997-10-17
Site ID: 64451
Site ID: 147024
Spill Date: 1991-10-22
Spill Date: 1991-12-03

1773 GUNHILL ROAD	***1773 GUNHILL ROAD***	***S 0 - 1/8 (0.095 mi.)***	***J63***	***253***
Spill Number/Closed Date: 9109749 / 2004-04-09 Site ID: 124605 Spill Date: 1991-12-12				
BAY CHESTER AVE AND	BARTOW STREET	NE 1/8 - 1/4 (0.132 mi.)	K73	271
Spill Number/Closed Date: 9807399 / 2003-02-25 Site ID: 216233 Spill Date: 1998-09-16				
AMOCO	1665 BARTOW AVENUE	W 1/8 - 1/4 (0.145 mi.)	L77	283
Spill Number/Closed Date: 9011629 / 2004-12-29 Site ID: 197583 Spill Date: 1991-02-05				
CHASE BANK	1650 EAST GUNHILL RO	WSW 1/8 - 1/4 (0.154 mi.)	L79	288
Spill Number/Closed Date: 0402410 / 2006-02-27 Site ID: 148119 Spill Date: 2004-06-04				
EXXONMOBIL	***500 BAYCHESTER AVENU***	***NNE 1/8 - 1/4 (0.214 mi.)***	***P92***	***342***
Spill Number/Closed Date: 8700389 / 1987-04-14 Spill Number/Closed Date: 8906538 / 1993-08-02 Site ID: 145553 Site ID: 145554 Spill Date: 1987-04-14 Spill Date: 1989-10-03				
GHRD	***1870 EAST GUNHILL RD***	***SSE 1/8 - 1/4 (0.247 mi.)***	***S107***	***402***
Spill Number/Closed Date: 9411799 / 1996-10-16 Site ID: 131379 Spill Date: 1994-12-02				
HOLY ROSARY SCHOOL	1500 ARNOW AVE	W 1/4 - 1/2 (0.339 mi.)	108	411
Spill Number/Closed Date: 1200805 / 2012-07-02 Site ID: 463466 Spill Date: 2012-04-25				
EDISON AVE & GUN HIL	EDISON AVE / GUN HIL	SE 1/4 - 1/2 (0.345 mi.)	109	412
Spill Number/Closed Date: 9200721 / 2000-12-27 Site ID: 170961 Spill Date: 1992-04-17				
NURSING HOME	1800 WARING AVE	S 1/4 - 1/2 (0.356 mi.)	110	414
Spill Number/Closed Date: 8710558 / 2003-03-04 Site ID: 200584 Spill Date: 1988-03-17				
1510 ADEE AVE.	1510 ADEE AVE.	WNW 1/4 - 1/2 (0.368 mi.)	T111	415
Spill Number/Closed Date: 8706458 / 1993-03-17 Site ID: 173991 Spill Date: 1987-10-29				
EASTCHESTER RD & ADE	EASTCHESTER RD & ADE	WNW 1/4 - 1/2 (0.373 mi.)	T112	417
Spill Number/Closed Date: 9313791 / 1994-02-23 Site ID: 128963				

Spill Date: 1994-02-23				
CLOSED-LACKOF RECENT Spill Number/Closed Date: 9007588 / 2003-03-06 Site ID: 156837 Spill Date: 1990-10-11	1525 EAST GUNHILL RO	WNW 1/4 - 1/2 (0.386 mi.)	T113	418
2934 VENTON AVE Spill Number/Closed Date: 9512039 / 1999-07-04 Site ID: 178444 Spill Date: 1995-12-23	2934 VENTON AVE	W 1/4 - 1/2 (0.397 mi.)	114	419
SPILL NUMBER 0107022 Spill Number/Closed Date: 0107022 / 2001-10-12 Site ID: 203427 Spill Date: 2001-10-06	2455 MICKLE AV	SW 1/4 - 1/2 (0.405 mi.)	U115	420
1512 EAST GUNHILL RO Spill Number/Closed Date: 9009662 / 1992-09-30 Site ID: 233215 Spill Date: 1990-12-05	1512 EAST GUNHILL RO	WNW 1/4 - 1/2 (0.431 mi.)	V116	421
RESIDENCE Spill Number/Closed Date: 1210262 / 2013-02-21 Site ID: 473340 Spill Date: 2012-11-13	2436 WOODHULL	SW 1/4 - 1/2 (0.441 mi.)	U117	423
3155 GRACE AVENUE Spill Number/Closed Date: 8808192 / 2004-08-17 Spill Number/Closed Date: 8808505 / 1989-02-01 Spill Number/Closed Date: 8908059 / 1992-09-30 Site ID: 101958 Site ID: 265089 Site ID: 265090 Spill Date: 1989-01-13 Spill Date: 1989-01-26 Spill Date: 1989-11-14	***3155 GRACE AVENUE***	***NNW 1/4 - 1/2 (0.450 mi.)***	***118***	***424***
CONCRETE AND SOIL Spill Number/Closed Date: 9609559 / 2005-06-14 Site ID: 157223 Spill Date: 1996-10-30	***2943 FENTON AVE***	***WNW 1/4 - 1/2 (0.455 mi.)***	***V119***	***442***
KINGS HARBOR MULTICA Spill Number/Closed Date: 0301008 / 2005-12-12 Site ID: 328284 Spill Date: 2003-04-29	2000 EAST GUN HILL R	SSE 1/4 - 1/2 (0.467 mi.)	W121	445
NURSING HOME Spill Number/Closed Date: 0013004 / 2006-06-15 Site ID: 221865 Spill Date: 2001-03-12	2000 EAST GUNHILL RD	SSE 1/4 - 1/2 (0.467 mi.)	W122	447
PATHMARK 72647 Spill Number/Closed Date: 0702421 / 2007-05-29 Site ID: 382140 Spill Date: 2007-05-29	***2136 BARTOW AVE***	***ENE 1/4 - 1/2 (0.472 mi.)***	***123***	***448***
RESIDENCE Spill Number/Closed Date: 0209529 / 2003-11-03 Site ID: 156081 Spill Date: 2002-12-16	2535 EASTCHESTER RD	WSW 1/4 - 1/2 (0.474 mi.)	124	451
SPILL NUMBER 9909452	202436 WOODHULL AVEN	SW 1/4 - 1/2 (0.482 mi.)	125	452

Spill Number/Closed Date: 9909452 / 2000-06-21
Site ID: 85143
Spill Date: 1999-11-02

APT BLDG — 1500 MACE AVE — SW 1/4 - 1/2 (0.484 mi.) — 126 — 453
Spill Number/Closed Date: 0508247 / 2006-03-31
Site ID: 353787
Spill Date: 2005-10-10

Lists of state and tribal registered storage tanks

NY UST: The Underground Storage Tank database contains registered USTs. USTs are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA). The data come from the Department of Environmental Conservation's Petroleum Bulk Storage (PBS) Database

A review of the NY UST list, as provided by EDR, has revealed that there are 11 NY UST sites within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
GUN HILL BUS DEPOT	***1910 BARTOW AVENUE***	***0 - 1/8 (0.000 mi.)***	***A2***	***9***
Database: UST, Date of Government Version: 09/19/2022				
GUN HILL MUFFLER INC	1733 EAST GUN HILL R	SSW 0 - 1/8 (0.058 mi.)	G31	128
Database: UST, Date of Government Version: 09/19/2022				
1930 BARTOW AVE PETR	1930 BARTOW AVENUE	NE 0 - 1/8 (0.059 mi.)	E35	140
Database: UST, Date of Government Version: 09/19/2022				
BRONX FOOD MART INC	1945 BARTOW AVENUE	NE 0 - 1/8 (0.070 mi.)	E41	175
Database: UST, Date of Government Version: 09/19/2022				
BELL ATLANTIC	2829 EDSON AVENUE	NNE 0 - 1/8 (0.082 mi.)	I47	202
Database: UST, Date of Government Version: 09/19/2022				
1738 GUNHILL FUEL IN	1738 EAST GUN HILL R	SSW 0 - 1/8 (0.082 mi.)	G50	209
Database: UST, Date of Government Version: 09/19/2022				
1665 GAS CORP	1665 BARTOW AVENUE	W 1/8 - 1/4 (0.138 mi.)	L74	272
Database: UST, Date of Government Version: 09/19/2022				
CHASE BANK	1650 EAST GUN HILL R	WSW 1/8 - 1/4 (0.154 mi.)	L80	289
Database: UST, Date of Government Version: 09/19/2022				
MOBIL R/S #10003	***500 BAYCHESTER AVENU***	***NNE 1/8 - 1/4 (0.214 mi.)***	***P90***	***317***
Database: UST, Date of Government Version: 09/19/2022				
F.D.N.Y. ENG. 66	21 ASCH LOOP	NE 1/8 - 1/4 (0.219 mi.)	Q93	355
Database: UST, Date of Government Version: 09/19/2022				
GHRD	***1870 EAST GUNHILL RD***	***SSE 1/8 - 1/4 (0.247 mi.)***	***S107***	***402***
Database: UST, Date of Government Version: 09/19/2022				

EXECUTIVE SUMMARY

NY CBS UST: Chemical Bulk Storage Database. Registration data collected as required by 6 NYCRR Part 596. It includes facilities storing hazardous substances listed in 6 NYCRR Part 597, in aboveground tanks with capacities of 185 gallons or greater, and/or in underground tanks of any size. Includes facilities registered (and closed) since effective date of CBS regulations (July 15, 1988) through the date request is processed.

A review of the NY CBS UST list, as provided by EDR, and dated 01/01/2002 has revealed that there is 1 NY CBS UST site within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
GUN HILL BUS DEPOT	***1910 BARTOW AVENUE***	***0 - 1/8 (0.000 mi.)***	***A2***	***9***
Facility Status: 3 Facility Status: 1 Id/Status: 2-000293 Tank Status: 1				

NY CBS: These facilities store regulated hazardous substances in aboveground tanks with capacities of 185 gallons or greater, and/or in underground tanks of any size

A review of the NY CBS list, as provided by EDR, and dated 09/19/2022 has revealed that there is 1 NY CBS site within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
GUN HILL BUS DEPOT	***1910 BARTOW AVENUE***	***NNE 0 - 1/8 (0.032 mi.)***	***A13***	***86***
Facility Status: Active CBS Number: 2-000293				

NY AST: The Aboveground Storage Tank database contains registered ASTs. The data come from the Department of Environmental Conservation's Petroleum Bulk Storage (PBS) Database.

A review of the NY AST list, as provided by EDR, has revealed that there are 7 NY AST sites within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
GUN HILL BUS DEPOT	***1910 BARTOW AVENUE***	***0 - 1/8 (0.000 mi.)***	***A2***	***9***
Database: AST, Date of Government Version: 09/19/2022 Facility Id: 2-480126				
GUN HILL MUFFLER INC	1733 EAST GUN HILL R	SSW 0 - 1/8 (0.058 mi.)	G28	119
Database: AST, Date of Government Version: 09/19/2022 Facility Id: 2-085758				
1930 BARTOW AVE PETR	1930 BARTOW AVENUE	NE 0 - 1/8 (0.059 mi.)	E34	137
Database: AST, Date of Government Version: 09/19/2022 Facility Id: 2-190691				
MELLO & TONY AUTO RE	1665 BARTOW AVENUE	W 1/8 - 1/4 (0.138 mi.)	L75	277
Database: AST, Date of Government Version: 09/19/2022 Facility Id: 2-609998				
I.S. 144 - BRONX X14	2545 GUNTHER AVENUE	SSW 1/8 - 1/4 (0.163 mi.)	N84	294
Database: AST, Date of Government Version: 09/19/2022 Facility Id: 2-352233				
MOBIL R/S #10003	***500 BAYCHESTER AVENU***	***NNE 1/8 - 1/4 (0.214 mi.)***	***P90***	***317***
Database: AST, Date of Government Version: 09/19/2022				

Facility Id: 2-156515

F.D.N.Y. ENG. 66	21 ASCH LOOP	NE 1/8 - 1/4 (0.219 mi.)	Q94	357

Database: AST, Date of Government Version: 09/19/2022
Facility Id: 2-604271

Lists of state and tribal voluntary cleanup sites

NY VCP: Voluntary Cleanup Agreements. The voluntary remedial program uses private monies to get contaminated sites remediated to levels allowing for the sites' productive use. The program covers virtually any kind of site and contamination.

A review of the NY VCP list, as provided by EDR, has revealed that there is 1 NY VCP site within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
1429 EAST GUN HILL R	1429 EAST GUN HILL R	WNW 1/4 - 1/2 (0.455 mi.)	V120	445

Database: VCP NYC, Date of Government Version: 09/05/2022

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS: The EPA's listing of Brownfields properties from the Cleanups in My Community program, which provides information on Brownfields properties for which information is reported back to EPA, as well as areas served by Brownfields grant programs.

A review of the US BROWNFIELDS list, as provided by EDR, and dated 02/23/2022 has revealed that there is 1 US BROWNFIELDS site within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
1824 ALLERTON AVENUE	1824 ALLERTON AVENUE	SSE 0 - 1/8 (0.006 mi.)	B7	36

ACRES property ID: 151023
Cleanup Completion Date: -

Records of Emergency Release Reports

NY Spills: Data collected on spills reported to NYSDEC. is required by one or more of the following: Article 12 of the Navigation Law, 6 NYCRR Section 613.8 (from PBS regs), or 6 NYCRR Section 595.2 (from CBS regs). It includes spills active as of April 1, 1986, as well as spills occurring since this date.

A review of the NY Spills list, as provided by EDR, and dated 02/06/2023 has revealed that there are 41 NY Spills sites within approximately 0.125 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
BARTOW AVE	BARTOW & ELY AVE	0 - 1/8 (0.000 mi.)	A1	8

Spill Number/Closed Date: 0110988 / 2002-08-02
Site ID: 204632
Spill Date: 2002-02-18

GUN HILL BUS DEPOT	***1910 BARTOW AVENUE***	***0 - 1/8 (0.000 mi.)***	***A2***	***9***

Spill Number/Closed Date: 9508134 / 1995-10-13
Site ID: 177782
Spill Date: 1995-10-02

MANHOLE 29257	BARTOW AVE ELI AV	0 - 1/8 (0.000 mi.)	A3	29

Spill Number/Closed Date: 0408408 / 2005-01-13
Site ID: 333236
Spill Date: 2004-10-29

GUN HILL BUS DEPOT	1900 BARTOW AVE	0 - 1/8 (0.000 mi.)	A4	31

Spill Number/Closed Date: 1602773 / Not Reported
Site ID: 529192
Spill Date: 2016-06-20

TOYS R US	1880 BARTOW AVE	0 - 1/8 (0.000 mi.)	A5	33

Spill Number/Closed Date: 9610018 / 1996-11-13
Site ID: 320166
Spill Date: 1996-11-11

FRONT OF	1805 BARTOW AVE	WNW 0 - 1/8 (0.015 mi.)	C8	38

Spill Number/Closed Date: 0304345 / 2003-08-27
Site ID: 201100
Spill Date: 2003-07-24

DEPOT	1910 BARTOW AVE	NNE 0 - 1/8 (0.032 mi.)	A11	82

Spill Number/Closed Date: 2010321 / 2021-03-23
Spill Number/Closed Date: 1710332 / 2018-02-15
Spill Number/Closed Date: 2102701 / Not Reported
Site ID: 617361
Site ID: 566852
Site ID: 620453
Spill Date: 2021-03-23
Spill Date: 2018-02-15
Spill Date: 2021-06-22

GUN HILL BUS DEPOT	***1910 BARTOW AVENUE***	***NNE 0 - 1/8 (0.032 mi.)***	***A13***	***86***

Spill Number/Closed Date: 1410148 / 2015-01-21
Site ID: 503819
Spill Date: 2015-01-16

SUMP	1910 BARTOW AVE	NNE 0 - 1/8 (0.032 mi.)	A14	88

Spill Number/Closed Date: 1800880 / 2018-04-25
Site ID: 569403
Spill Date: 2018-04-25

GUNHILL BUS DEPOT	***1910 BARTOW AVE***	***NNE 0 - 1/8 (0.032 mi.)***	***A15***	***89***

Spill Number/Closed Date: 1007748 / 2010-11-08
Spill Number/Closed Date: 1007604 / 2010-10-18
Spill Number/Closed Date: 1801702 / 2018-05-15
Spill Number/Closed Date: 0508511 / 2005-10-17
Spill Number/Closed Date: 9805477 / 1998-08-03
**Additional key fields are available in the Map Findings section*
Site ID: 441190
Site ID: 441031
Site ID: 570242
Site ID: 354064

Site ID: 244289
**Additional key fields are available in the Map Findings section*
Spill Date: 2010-10-05
Spill Date: 2010-10-17
Spill Date: 2018-05-15
Spill Date: 2005-10-16
Spill Date: 1998-08-02
**Additional key fields are available in the Map Findings section*

POLE 10269 Spill Number/Closed Date: 0901682 / 2009-06-18 Site ID: 413691 Spill Date: 2009-05-11	BARTOW AVE & WICKHAM	WNW 0 - 1/8 (0.034 mi.)	C16	102
SPILL NUMBER 0101069 Spill Number/Closed Date: 0101069 / 2003-06-12 Site ID: 285041 Spill Date: 2001-04-27	2820 BRUNNER AVE	NNW 0 - 1/8 (0.036 mi.)	D17	103
SIDEWALK Spill Number/Closed Date: 9906920 / 2003-06-18 Site ID: 322356 Spill Date: 1999-09-09	2820 BRUNER AV	NNW 0 - 1/8 (0.036 mi.)	D18	105
POLE 8974 Spill Number/Closed Date: 9805519 / 2005-03-30 Site ID: 211550 Spill Date: 1998-08-03	IFO 2820 BRUNER AV	NNW 0 - 1/8 (0.036 mi.)	D19	106
MANHOLE 27703 Spill Number/Closed Date: 0408356 / 2004-12-28 Site ID: 333070 Spill Date: 2004-10-28	BARTOW AVE / GRACE A	NNE 0 - 1/8 (0.039 mi.)	E20	108
NEAR POLE 8975 Spill Number/Closed Date: 0901654 / 2009-06-22 Site ID: 413656 Spill Date: 2009-05-11	2825 BRUNER AVE	NW 0 - 1/8 (0.042 mi.)	D21	110
GUNHILL DEPOT Spill Number/Closed Date: 0003914 / 2000-12-28 Site ID: 181950 Spill Date: 2000-06-29	GUNHILL ROAD	ESE 0 - 1/8 (0.042 mi.)	F22	111
BUS GARAGE Spill Number/Closed Date: 9808816 / 1999-10-22 Site ID: 203464 Spill Date: 1998-10-01	1910 BARTHOL AVE	ESE 0 - 1/8 (0.042 mi.)	F23	112
SPILL NUMBER 0202283 Spill Number/Closed Date: 0202283 / 2003-04-21 Site ID: 140476 Spill Date: 2002-06-03	2822 BRUNNER AVE	NNW 0 - 1/8 (0.043 mi.)	D25	114
POLE #10269 Spill Number/Closed Date: 9905317 / 1999-11-05 Site ID: 328958 Spill Date: 1999-08-03	1767 BARTOW AVE	WNW 0 - 1/8 (0.044 mi.)	C26	116
2813 WICKHAM AVE. Spill Number/Closed Date: 9208449 / 1992-10-23 Spill Number/Closed Date: 9208969 / 1995-03-31	2813 WICKHAM AVE.	WNW 0 - 1/8 (0.056 mi.)	C27	117

Site ID: 71739
Site ID: 71740
Spill Date: 1992-10-05
Spill Date: 1992-11-03

SHELL	***1930 BARTOW AVENUE***	***NE 0 - 1/8 (0.059 mi.)***	***E36***	***148***
Spill Number/Closed Date: 1102068 / 2011-12-01				
Site ID: 449558				
Spill Date: 2011-05-25				
ACADIA	1941 BARTOW AV	NE 0 - 1/8 (0.069 mi.)	E38	159
Spill Number/Closed Date: 0302285 / 2008-10-10				
Site ID: 230013				
Spill Date: 2003-06-03				
GAS STATION	***1945 BARTOW AVENUE***	***NE 0 - 1/8 (0.070 mi.)***	***E40***	***164***
Spill Number/Closed Date: 9510442 / 2011-08-04				
Spill Number/Closed Date: 0403545 / 2004-07-13				
Spill Number/Closed Date: 0611765 / 2009-10-20				
Site ID: 287867				
Site ID: 192915				
Site ID: 376467				
Spill Date: 1995-11-20				
Spill Date: 2004-06-30				
Spill Date: 2007-01-22				
SPILL NUMBER 0105932	2840 WICKHAM AVE	NW 0 - 1/8 (0.075 mi.)	H43	195
Spill Number/Closed Date: 0105932 / 2003-06-25				
Site ID: 143887				
Spill Date: 2001-09-04				
SHEEN IN EXCAVATION	EDSON AVENUE & BARTO	NE 0 - 1/8 (0.081 mi.)	E44	196
Spill Number/Closed Date: 0611868 / 2007-12-20				
Site ID: 376600				
Spill Date: 2007-01-26				
2829 EDISON AVE/N Y	***2829 EDISON AVE***	***NNE 0 - 1/8 (0.082 mi.)***	***I48***	***203***
Spill Number/Closed Date: 9107362 / 1995-06-07				
Site ID: 64450				
Spill Date: 1991-10-09				
COMMERICAL PROPERTY	1738 EAST GUN HILL R	SSW 0 - 1/8 (0.082 mi.)	G49	207
Spill Number/Closed Date: 0903259 / 2014-05-30				
Spill Number/Closed Date: 0809015 / 2015-03-26				
Site ID: 415360				
Site ID: 406448				
Spill Date: 2009-06-19				
Spill Date: 2008-10-30				
NEW ENGLAND THRUWAY	+ BARTOW AVE	NE 0 - 1/8 (0.089 mi.)	K56	245
Spill Number/Closed Date: 9613740 / 1997-04-18				
Site ID: 304547				
Spill Date: 1997-02-24				
SPILL NUMBER 0111233	EDISON AV/BARTOW AV	NE 0 - 1/8 (0.093 mi.)	K57	246
Spill Number/Closed Date: 0111233 / 2002-05-02				
Site ID: 160249				
Spill Date: 2002-02-26				
BARTOW AND EDISON ST	BARTOW AND EDISON ST	NE 0 - 1/8 (0.093 mi.)	K58	247
Spill Number/Closed Date: 9304359 / 1993-12-21				

Site ID: 238356 Spill Date: 1993-07-07				
SPILL NUMBER 0202037 Spill Number/Closed Date: 0202037 / 2002-06-18 Site ID: 160250 Spill Date: 2002-05-27	EDISON AV/BARTOW AV	NE 0 - 1/8 (0.093 mi.)	K59	249
BARTOW AVE NEAR BAY Spill Number/Closed Date: 9200415 / 1992-04-10 Site ID: 60094 Spill Date: 1992-04-10	BARTOW AVE NEAR BAY	NE 0 - 1/8 (0.093 mi.)	K60	250
EDISON & BARTOW/GRAS Spill Number/Closed Date: 9108644 / 1991-11-13 Site ID: 230625 Spill Date: 1991-11-13	EDISON & BARTOW AVES	NE 0 - 1/8 (0.093 mi.)	K61	251
GUNHILL DEPOT Spill Number/Closed Date: 0400110 / 2004-04-19 Site ID: 164262 Spill Date: 2004-04-04	EDSON & BARTOW	NE 0 - 1/8 (0.093 mi.)	K62	252
1773 GUNHILL ROAD Spill Number/Closed Date: 9501679 / 2012-08-09 Site ID: 237379 Spill Date: 1995-05-10	***1773 GUNHILL ROAD***	***S 0 - 1/8 (0.095 mi.)***	***J63***	***253***
BARTOW AVE & EDISON Spill Number/Closed Date: 9310112 / 2005-10-31 Site ID: 149793 Spill Date: 1993-11-19	BARTOW AVE / EDISON	NE 0 - 1/8 (0.107 mi.)	K64	257
SHOPPING CENTER Spill Number/Closed Date: 0501501 / 2006-06-26 Site ID: 345666 Spill Date: 2005-04-28	1770 -1778 EAST GUNH	S 0 - 1/8 (0.111 mi.)	J69	266
SOUTH BOUND NE THRUW Spill Number/Closed Date: 0006320 / 2003-12-23 Site ID: 221576 Spill Date: 2000-08-28	BARTHOW AV	NE 0 - 1/8 (0.122 mi.)	K70	268
SPILL NUMBER 9807398 Spill Number/Closed Date: 9807398 / 1998-10-14 Site ID: 208222 Spill Date: 1998-09-16	BARTOW AVE/I-95 UNDE	NE 0 - 1/8 (0.122 mi.)	K71	269
POLE 14815 Spill Number/Closed Date: 0006801 / 2002-08-23 Site ID: 254635 Spill Date: 2000-09-08	ARROW AV/WICKHAM AV	NW 0 - 1/8 (0.123 mi.)	H72	270

Other Ascertainable Records

RCRA NonGen / NLR: RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or

dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste.

A review of the RCRA NonGen / NLR list, as provided by EDR, and dated 11/21/2022 has revealed that there are 16 RCRA NonGen / NLR sites within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
SPEEDY MUFFLER EPA ID:: NYD982729493	***1733 E GUNHILL RD***	***SSW 0 - 1/8 (0.058 mi.)***	***G29***	***122***
SHELL OIL-A&S SS INC EPA ID:: NYD986972933	***1930 BARTOW AVENUE***	***NE 0 - 1/8 (0.059 mi.)***	***E33***	***131***
NYNEX EPA ID:: NYR000013805	***2829 EDSON AVE***	***NNE 0 - 1/8 (0.082 mi.)***	***I45***	***197***
CARTOWN AUTO RENTALS EPA ID:: NYR000059436	***1738 GUNHILL RD***	***SSW 0 - 1/8 (0.082 mi.)***	***G52***	***228***
NYC DEP EPA ID:: NYP003662517	***BARTOW AVE & NEW ENG***	***NE 0 - 1/8 (0.110 mi.)***	***K65***	***258***
SERVICE STATION EPA ID:: NYD000697912	***1770 E GUN HILL RD***	***S 0 - 1/8 (0.111 mi.)***	***J67***	***262***
PERFECT CLEANERS EPA ID:: NYD981874902	***1776 E GUN HILL RD***	***SSE 1/8 - 1/4 (0.141 mi.)***	***76***	***279***
CON EDISON POLE 1480 EPA ID:: NYP005244652	1710 ARNOW AVE	WNW 1/8 - 1/4 (0.145 mi.)	78	285
CON EDISON VAULT: 26 EPA ID:: NYP004490637	***BAYCHESTER AVE & BAR***	***NE 1/8 - 1/4 (0.167 mi.)***	***86***	***307***
JC PENNEY EPA ID:: NYN008017410	200 BAYCHESTER AVE	ESE 1/8 - 1/4 (0.177 mi.)	O87	310
CON EDISON CUSTOMER EPA ID:: NYP004538971	200 BAYCHESTER AVE	ESE 1/8 - 1/4 (0.177 mi.)	O89	315
MOBIL OIL CORP SS QG EPA ID:: NYD986955615	500 BAYCHESTER AVE	NNE 1/8 - 1/4 (0.214 mi.)	P91	338
CON EDISON EPA ID:: NYP004845380	***1851 E GUNHILL RD***	***SSE 1/8 - 1/4 (0.228 mi.)***	***S98***	***364***
CON EDISON EPA ID:: NYP004846190	1877 E GUNHILL RD	SSE 1/8 - 1/4 (0.241 mi.)	S102	390
CON EDISON EPA ID:: NYP004819607	120 N ASH LOOP	NE 1/8 - 1/4 (0.244 mi.)	Q103	392
F C WARING ASSOCIATE EPA ID:: NYR000025429	***1870 GUNHILL RD***	***SSE 1/8 - 1/4 (0.247 mi.)***	***S106***	***397***

NY E DESIGNATION: Lots designation with an ?E? on the Zoning Maps of the City of New York for potential hazardous material contamination, air and/or noise quality impacts.

A review of the NY E DESIGNATION list, as provided by EDR, and dated 09/21/2022 has revealed that there is 1 NY E DESIGNATION site within approximately 0.125 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
LOT 1,TAXBLOCK 4494	1770 EAST GUN HILL R	S 0 - 1/8 (0.111 mi.)	J68	266

EXECUTIVE SUMMARY

NY HSWDS: The List includes any known or suspected hazardous substance waste disposal sites. Also included are sites delisted from the Registry of Inactive Hazardous Waste Disposal Sites and non-registry sites that U.S. EPA Preliminary Assessment (PA) reports or Site Investigation (SI) reports were prepared. Hazardous Substance Waste Disposal Sites are eligible to be Superfund sites now that the New York State Superfund has been refinanced and changed. This means that the study inventory has served its purpose and will no longer be maintained as a separate entity The latest version of the study is frozen in time. The sites on the study will not automatically be made superfund sites, rather each site will be further evaluated for listing in the registry. So overtime they will be added to the registry or not.

A review of the NY HSWDS list, as provided by EDR, and dated 01/01/2003 has revealed that there is 1 NY HSWDS site within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
MTA GUN HILL BUS COM	U	SSE 0 - 1/8 (0.016 mi.)	B9	40

NY MANIFEST: Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a TSD facility.

A review of the NY MANIFEST list, as provided by EDR, and dated 01/01/2019 has revealed that there are 21 NY MANIFEST sites within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
NYCTA GUN HILL DEPOT EPA ID: NYD986967974	1910 BARTOW AVE	NNE 0 - 1/8 (0.032 mi.)	A12	85
SPEEDY MUFFLER EPA ID: NYD982729493	***1733 E GUNHILL RD***	***SSW 0 - 1/8 (0.058 mi.)***	***G29***	***122***
SHELL OIL-A&S SS INC EPA ID: NYD986972933	***1930 BARTOW AVENUE***	***NE 0 - 1/8 (0.059 mi.)***	***E33***	***131***
CON EDISON EPA ID: NYP004671095	2804 GUNTHER AV	W 0 - 1/8 (0.072 mi.)	42	193
NYNEX EPA ID: NYR000013805	***2829 EDSON AVE***	***NNE 0 - 1/8 (0.082 mi.)***	***I45***	***197***
BELL ATLANTIC EPA ID: NYP000941336	2829 EDSON AVE	NNE 0 - 1/8 (0.082 mi.)	I46	202
CARTOWN AUTO RENTALS EPA ID: NYR000059436	***1738 GUNHILL RD***	***SSW 0 - 1/8 (0.082 mi.)***	***G52***	***228***
CON EDISON - GAS MAI EPA ID: NYP004151346	***BARTOW AV & EDSON AV***	***NE 0 - 1/8 (0.083 mi.)***	***E53***	***232***
PETCO STORE #3780 EPA ID: NYR000225797	1750 GUN HILL RD	S 0 - 1/8 (0.087 mi.)	J54	241
NYC DEP EPA ID: NYP003662517	***BARTOW AVE & NEW ENG***	***NE 0 - 1/8 (0.110 mi.)***	***K65***	***258***
PERFECT CLEANERS EPA ID: NYD981874902	***1776 E GUN HILL RD***	***SSE 1/8 - 1/4 (0.141 mi.)***	***76***	***279***
NYC DEP EPA ID: NYP003661683	2939 EDSON AVE	N 1/8 - 1/4 (0.159 mi.)	81	291
CON EDISON EPA ID: NYP005073309	2916 BRUNER AVE	NNW 1/8 - 1/4 (0.162 mi.)	M82	292
CON EDISON	2916 BRUNNER AVE	NNW 1/8 - 1/4 (0.162 mi.)	M83	293

EPA ID: NYP005058074				
NYC BD OF ED - PUBLI	***2545 GUNTHER AVE***	***SSW 1/8 - 1/4 (0.163 mi.)***	***N85***	***298***
EPA ID: NYP004974018 EPA ID: NYD100387455				
CON EDISON	200 BAYCHESTER AVE	ESE 1/8 - 1/4 (0.177 mi.)	O88	313
EPA ID: NYN008017410 EPA ID: NYP004538971				
CONSOLIDATED EDISON	1560 E GUN HILL RD	W 1/8 - 1/4 (0.228 mi.)	R96	362
EPA ID: NYP004136735				
HOME DEPOT #HD1221	***1806 E GUNHILL RD***	***SSE 1/8 - 1/4 (0.229 mi.)***	***S99***	***366***
EPA ID: NYR000077008				
BELL ATLANTIC-NY	BARTOW AVE & ASCH LO	NE 1/8 - 1/4 (0.232 mi.)	100	388
EPA ID: NYP000941971				
CON EDISON	120 N ASH LOOP	NE 1/8 - 1/4 (0.244 mi.)	Q105	396
EPA ID: NYP004819607				
F C WARING ASSOCIATE	***1870 GUNHILL RD***	***SSE 1/8 - 1/4 (0.247 mi.)***	***S106***	***397***
EPA ID: NYR000025429				

NJ MANIFEST: Hazardous waste manifest information.

A review of the NJ MANIFEST list, as provided by EDR, and dated 12/31/2018 has revealed that there are 6 NJ MANIFEST sites within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
NYCTA - GUN HILL DEP	***1910 BARTOW AVENUE***	***NNE 0 - 1/8 (0.032 mi.)***	***A10***	***41***
EPA Id: NYD986967974				
CON EDISON - GAS MAI	***BARTOW AV & EDSON AV***	***NE 0 - 1/8 (0.083 mi.)***	***E53***	***232***
EPA Id: NYP004151346				
CONSOLIDATED EDISON	1560 EAST GUN HILL R	W 1/8 - 1/4 (0.228 mi.)	R95	360
EPA Id: NYP004136735				
CON EDISON	1851 E GUNHILL RD	SSE 1/8 - 1/4 (0.228 mi.)	S97	363
EPA Id: NYP004845380				
CON EDISON	1877 E GUNHILL RD	SSE 1/8 - 1/4 (0.241 mi.)	S101	389
EPA Id: NYP004846190				
CON EDISON	120 N ASH LOOP	NE 1/8 - 1/4 (0.244 mi.)	Q104	395
EPA Id: NYP004819607				

RI MANIFEST: Hazardous waste manifest information

A review of the RI MANIFEST list, as provided by EDR, and dated 12/31/2020 has revealed that there is 1 RI MANIFEST site within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
NYCTA - GUN HILL DEP	***1910 BARTOW AVENUE***	***NNE 0 - 1/8 (0.032 mi.)***	***A10***	***41***
EPA Id: NYD986967974				
Manifest Document Number: 000029839UIS				

EXECUTIVE SUMMARY

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR Hist Auto: EDR has searched selected national collections of business directories and has collected listings of potential gas station/filling station/service station sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include gas station/filling station/service station establishments. The categories reviewed included, but were not limited to gas, gas station, gasoline station, filling station, auto, automobile repair, auto service station, service station, etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

A review of the EDR Hist Auto list, as provided by EDR, has revealed that there are 6 EDR Hist Auto sites within approximately 0.125 miles of the target property.

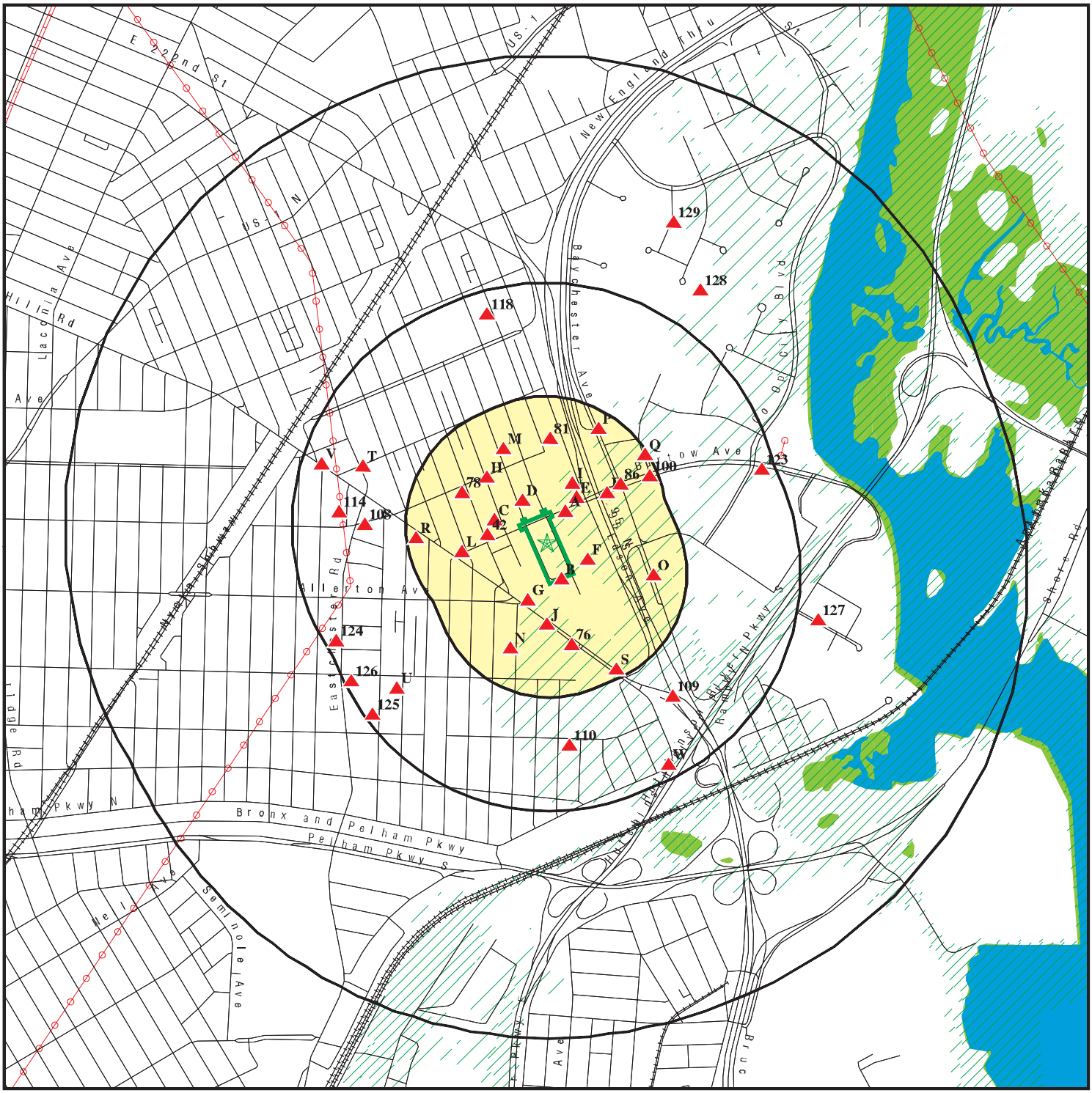
Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
R C R SERVICE STATIO	1733 E GUNHILL RD	SSW 0 - 1/8 (0.058 mi.)	G30	127
OAK QUALITY GAS INC	1930 BARTOW AVE	NE 0 - 1/8 (0.059 mi.)	E32	131
MOBLE	2805 EDISON AV	NNE 0 - 1/8 (0.067 mi.)	E37	159
21ST CENTURY FUEL LL	1945 BARTOW AVE	NE 0 - 1/8 (0.070 mi.)	E39	163
V M C SERVICE STATIO	1738 E GUNHILL RD	SSW 0 - 1/8 (0.082 mi.)	G51	227
1770 E GUNHILL RD SE	1770 E GUN HILL RD	S 0 - 1/8 (0.111 mi.)	J66	261

EXECUTIVE SUMMARY

Due to poor or inadequate address information, the following sites were not mapped. Count: 13 records.

Site Name	Database(s)
CO-OP CITY SOUTH OF BARTOW STREET	NY SWF/LF
HUTCH PKWY AND BRUCKNER EXPWY	NY SWF/LF
SPLIT ROCK	NY SWF/LF
EAST 145TH STREET AND EAST RIVER	NY SWF/LF
ST. RAYMOND'S, CROSS BRONX, HUTCH,	NY SWF/LF
ALLERTON AVE (GIVANS CREEK)	NY SWF/LF
HAFFEN PARK	NY SWF/LF
GUNTHER AVE	NY SWF/LF
SOUTHERN BLVD. AND LONGWOOD AVE.	NY SWF/LF
TILLOTSON AVE	NY SWF/LF
POLICE PISTOL RANGE	NY SWF/LF
ZEREGA AVE, CROSS BRONX EXPWY, WES	NY SWF/LF
GUN HILL ROAD AND BARNES AVE	NY SWF/LF

OVERVIEW MAP - 7254945.2S



- Target Property
- Sites at elevations higher than or equal to the target property
- Sites at elevations lower than the target property
- Manufactured Gas Plants
- National Priority List Sites
- Dept. Defense Sites
- Indian Reservations BIA
- Power transmission lines
- Pipelines
- Special Flood Hazard Area (1%)
- 0.2% Annual Chance Flood Hazard
- National Wetland Inventory
- State Wetlands

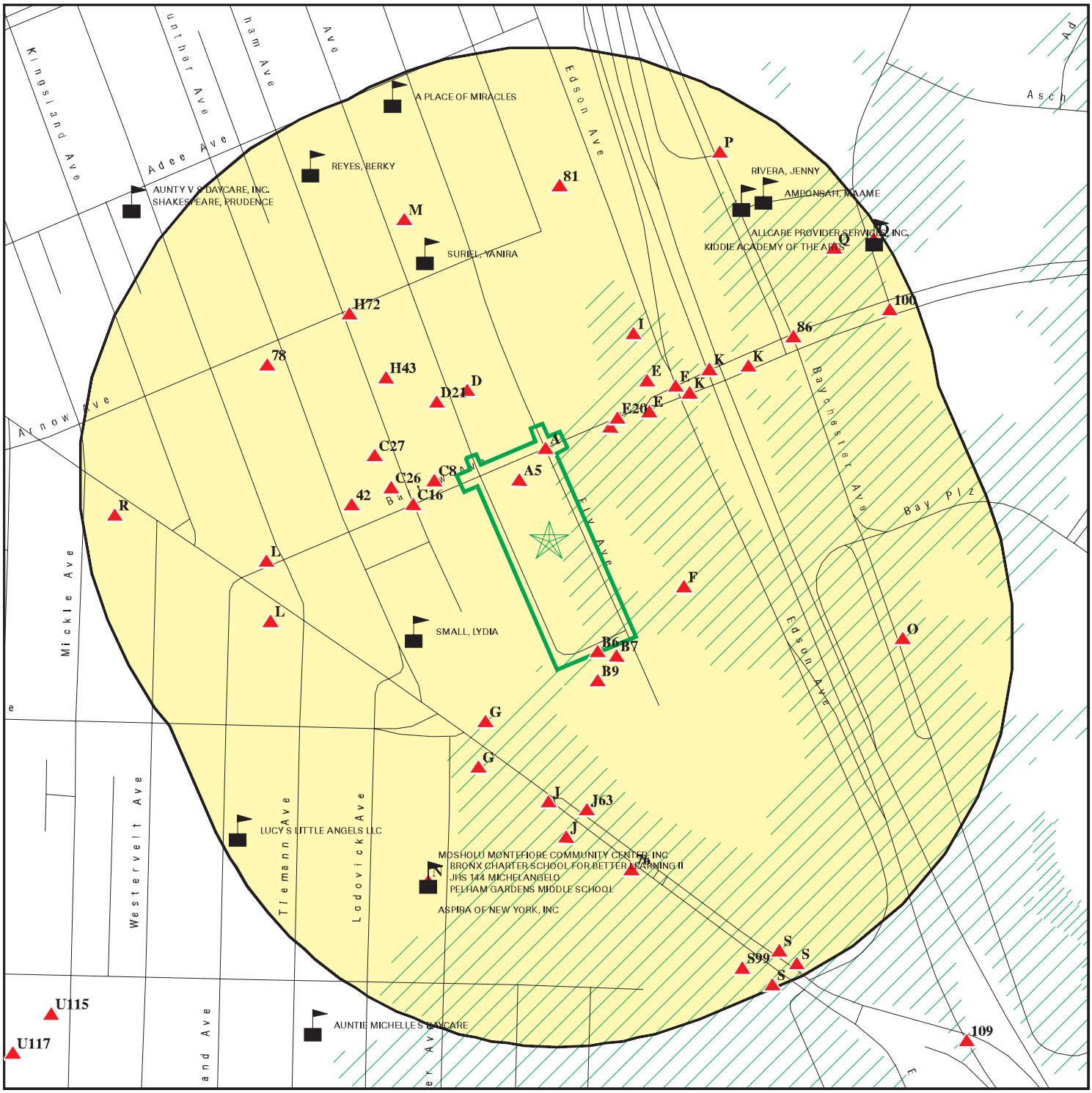
This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME:	Reconstruction of Bruner & Ely Aves.	CLIENT:	The LiRo Group
ADDRESS:	Ely Ave. & Bruner Ave. Bronx NY 10469	CONTACT:	Amy Hewson
LAT/LONG:	40.866911 / 73.834779	INQUIRY #:	7254945.2s
		DATE:	February 15, 2023 3:16 pm

HAZ 106

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DETAIL MAP - 7254945.2S



Target Property

Sites at elevations higher than or equal to the target property

Sites at elevations lower than the target property

Manufactured Gas Plants

Sensitive Receptors

National Priority List Sites

Dept. Defense Sites

0 1/16 1/8 1/4 Miles

Indian Reservations BIA

Special Flood Hazard Area (1%)

0.2% Annual Chance Flood Hazard

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME:	Reconstruction of Bruner & Ely Aves.	CLIENT:	The LiRo Group
ADDRESS:	Ely Ave. & Bruner Ave. Bronx NY 10469	CONTACT:	Amy Hewson
LAT/LONG:	40.866911 / 73.834779	INQUIRY #:	7254945.2s
		DATE:	February 15, 2023 3:17 pm

HAZ 107

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MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
STANDARD ENVIRONMENTAL RECORDS								
Lists of Federal NPL (Superfund) sites								
NPL	1.000		0	0	0	0	NR	0
Proposed NPL	1.000		0	0	0	0	NR	0
NPL LIENS	1.000		0	0	0	0	NR	0
Lists of Federal Delisted NPL sites								
Delisted NPL	1.000		0	0	0	0	NR	0
Lists of Federal sites subject to CERCLA removals and CERCLA orders								
FEDERAL FACILITY	0.500		0	0	0	NR	NR	0
SEMS	0.500		0	0	0	NR	NR	0
Lists of Federal CERCLA sites with NFRAP								
SEMS-ARCHIVE	0.500		0	0	0	NR	NR	0
Lists of Federal RCRA facilities undergoing Corrective Action								
CORRACTS	1.000		0	0	0	0	NR	0
Lists of Federal RCRA TSD facilities								
RCRA-TSDF	0.500		0	0	0	NR	NR	0
Lists of Federal RCRA generators								
RCRA-LQG	0.250		1	2	NR	NR	NR	3
RCRA-SQG	0.250		1	0	NR	NR	NR	1
RCRA-VSQG	0.250		1	0	NR	NR	NR	1
Federal institutional controls / engineering controls registries								
LUCIS	0.500		0	0	0	NR	NR	0
US ENG CONTROLS	0.500		0	0	0	NR	NR	0
US INST CONTROLS	0.500		0	0	0	NR	NR	0
Federal ERNS list								
ERNS	TP		NR	NR	NR	NR	NR	0
Lists of state- and tribal hazardous waste facilities								
NY SHWS	1.000		1	0	0	3	NR	4
Lists of state and tribal landfills and solid waste disposal facilities								
NY SWF/LF	0.500		0	0	0	NR	NR	0
Lists of state and tribal leaking storage tanks								
INDIAN LUST	0.500		0	0	0	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
NY LTANKS	0.500		6	5	18	NR	NR	29
NY HIST LTANKS	0.500		0	0	0	NR	NR	0
Lists of state and tribal registered storage tanks								
FEMA UST	0.250		0	0	NR	NR	NR	0
NY UST	0.250		6	5	NR	NR	NR	11
NY CBS UST	0.250		1	0	NR	NR	NR	1
NY MOSF UST	0.500		0	0	0	NR	NR	0
NY MOSF	0.500		0	0	0	NR	NR	0
NY CBS	0.250		1	0	NR	NR	NR	1
NY AST	0.250		3	4	NR	NR	NR	7
NY CBS AST	0.250		0	0	NR	NR	NR	0
NY MOSF AST	0.500		0	0	0	NR	NR	0
INDIAN UST	0.250		0	0	NR	NR	NR	0
NY TANKS	0.250		0	0	NR	NR	NR	0
State and tribal institutional control / engineering control registries								
NY RES DECL	0.125		0	NR	NR	NR	NR	0
NY ENG CONTROLS	0.500		0	0	0	NR	NR	0
NY INST CONTROL	0.500		0	0	0	NR	NR	0
Lists of state and tribal voluntary cleanup sites								
NY VCP	0.500		0	0	1	NR	NR	1
INDIAN VCP	0.500		0	0	0	NR	NR	0
Lists of state and tribal brownfield sites								
NY BROWNFIELDS	0.500		0	0	0	NR	NR	0
NY ERP	0.500		0	0	0	NR	NR	0
ADDITIONAL ENVIRONMENTAL RECORDS								
Local Brownfield lists								
US BROWNFIELDS	0.500		1	0	0	NR	NR	1
Local Lists of Landfill / Solid Waste Disposal Sites								
NY SWTIRE	0.500		0	0	0	NR	NR	0
NY SWRCY	0.500		0	0	0	NR	NR	0
INDIAN ODI	0.500		0	0	0	NR	NR	0
ODI	0.500		0	0	0	NR	NR	0
DEBRIS REGION 9	0.500		0	0	0	NR	NR	0
IHS OPEN DUMPS	0.500		0	0	0	NR	NR	0
Local Lists of Hazardous waste / Contaminated Sites								
US HIST CDL	TP		NR	NR	NR	NR	NR	0
NY DEL SHWS	1.000		0	0	0	0	NR	0
US CDL	TP		NR	NR	NR	NR	NR	0
Local Lists of Registered Storage Tanks								
NY HIST UST	0.250		0	0	NR	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
NY HIST AST	TP		NR	NR	NR	NR	NR	0
Local Land Records								
NY LIENS	TP		NR	NR	NR	NR	NR	0
LIENS 2	TP		NR	NR	NR	NR	NR	0
Records of Emergency Release Reports								
HMIRS	TP		NR	NR	NR	NR	NR	0
NY Spills	0.125		41	NR	NR	NR	NR	41
NY Hist Spills	0.125		0	NR	NR	NR	NR	0
NY SPILLS 90	0.125		0	NR	NR	NR	NR	0
NY SPILLS 80	0.125		0	NR	NR	NR	NR	0
Other Ascertainable Records								
RCRA NonGen / NLR	0.250		6	10	NR	NR	NR	16
FUDS	1.000		0	0	0	0	NR	0
DOD	1.000		0	0	0	0	NR	0
SCRD DRYCLEANERS	0.500		0	0	0	NR	NR	0
US FIN ASSUR	TP		NR	NR	NR	NR	NR	0
EPA WATCH LIST	TP		NR	NR	NR	NR	NR	0
2020 COR ACTION	0.250		0	0	NR	NR	NR	0
TSCA	TP		NR	NR	NR	NR	NR	0
TRIS	TP		NR	NR	NR	NR	NR	0
SSTS	TP		NR	NR	NR	NR	NR	0
ROD	1.000		0	0	0	0	NR	0
RMP	TP		NR	NR	NR	NR	NR	0
RAATS	TP		NR	NR	NR	NR	NR	0
PRP	TP		NR	NR	NR	NR	NR	0
PADS	TP		NR	NR	NR	NR	NR	0
ICIS	TP		NR	NR	NR	NR	NR	0
FTTS	TP		NR	NR	NR	NR	NR	0
MLTS	TP		NR	NR	NR	NR	NR	0
COAL ASH DOE	TP		NR	NR	NR	NR	NR	0
COAL ASH EPA	0.500		0	0	0	NR	NR	0
PCB TRANSFORMER	TP		NR	NR	NR	NR	NR	0
RADINFO	TP		NR	NR	NR	NR	NR	0
HIST FTTS	TP		NR	NR	NR	NR	NR	0
DOT OPS	TP		NR	NR	NR	NR	NR	0
CONSENT	1.000		0	0	0	0	NR	0
INDIAN RESERV	1.000		0	0	0	0	NR	0
FUSRAP	1.000		0	0	0	0	NR	0
UMTRA	0.500		0	0	0	NR	NR	0
LEAD SMELTERS	TP		NR	NR	NR	NR	NR	0
US AIRS	TP		NR	NR	NR	NR	NR	0
US MINES	0.250		0	0	NR	NR	NR	0
ABANDONED MINES	0.250		0	0	NR	NR	NR	0
FINDS	TP		NR	NR	NR	NR	NR	0
DOCKET HWC	TP		NR	NR	NR	NR	NR	0
ECHO	TP		NR	NR	NR	NR	NR	0
UXO	1.000		0	0	0	0	NR	0
FUELS PROGRAM	0.250		0	0	NR	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
PFAS NPL	0.250		0	0	NR	NR	NR	0
PFAS FEDERAL SITES	0.250		0	0	NR	NR	NR	0
PFAS TSCA	0.250		0	0	NR	NR	NR	0
PFAS RCRA MANIFEST	0.250		0	0	NR	NR	NR	0
PFAS ATSDR	0.250		0	0	NR	NR	NR	0
PFAS WQP	0.250		0	0	NR	NR	NR	0
PFAS NPDES	0.250		0	0	NR	NR	NR	0
PFAS ECHO	0.250		0	0	NR	NR	NR	0
PFAS ECHO FIRE TRAINING	0.250		0	0	NR	NR	NR	0
PFAS PART 139 AIRPORT	0.250		0	0	NR	NR	NR	0
AQUEOUS FOAM NRC	0.250		0	0	NR	NR	NR	0
NY PFAS	0.250		0	0	NR	NR	NR	0
NY AIRS	TP		NR	NR	NR	NR	NR	0
NY COAL ASH	0.500		0	0	0	NR	NR	0
NY DRYCLEANERS	0.250		0	0	NR	NR	NR	0
NY E DESIGNATION	0.125		1	NR	NR	NR	NR	1
NY Financial Assurance	TP		NR	NR	NR	NR	NR	0
NY HSWDS	0.500		1	0	0	NR	NR	1
NY LEAD	TP		NR	NR	NR	NR	NR	0
NY MANIFEST	0.250		10	11	NR	NR	NR	21
NJ MANIFEST	0.250		2	4	NR	NR	NR	6
RI MANIFEST	0.250		1	0	NR	NR	NR	1
NY SPDES	TP		NR	NR	NR	NR	NR	0
NY VAPOR REOPENED	0.500		0	0	0	NR	NR	0
NY UIC	TP		NR	NR	NR	NR	NR	0
NY COOLING TOWERS	TP		NR	NR	NR	NR	NR	0
MINES MRDS	TP		NR	NR	NR	NR	NR	0
EDR HIGH RISK HISTORICAL RECORDS								
EDR Exclusive Records								
EDR MGP	1.000		0	0	0	0	NR	0
EDR Hist Auto	0.125		6	NR	NR	NR	NR	6
EDR Hist Cleaner	0.125		0	NR	NR	NR	NR	0
EDR RECOVERED GOVERNMENT ARCHIVES								
Exclusive Recovered Govt. Archives								
NY RGA HWS	TP		NR	NR	NR	NR	NR	0
NY RGA LF	TP		NR	NR	NR	NR	NR	0
- Totals --		0	90	41	19	3	0	153

NOTES:

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

A1 **BARTOW AVE** **NY Spills** **S106001210**
BARTOW & ELY AVE **N/A**
< 1/8 **BRONX, NY**
1 ft.

Site 1 of 11 in cluster A

Relative: Higher
Actual: 19 ft.

SPILLS:

Name:	BARTOW AVE
Address:	BARTOW & ELY AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	0110988 / 2002-08-02
Facility ID:	0110988
Facility Type:	ER
DER Facility ID:	170108
Site ID:	204632
DEC Region:	2
Spill Cause:	Equipment Failure
Spill Class:	C4
SWIS:	0301
Spill Date:	2002-02-18
Investigator:	MCTIBBE
Referred To:	Not reported
Reported to Dept:	2002-02-18
CID:	233
Water Affected:	Not reported
Spill Source:	Commercial Vehicle
Spill Notifier:	Responsible Party
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2002-02-18
Spill Record Last Update:	2002-08-02
Spiller Name:	DOREEN
Spiller Company:	NYC TRANSIT
Spiller Address:	370 JAY ST
Spiller Company:	001
Contact Name:	Not reported
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was TIBBE CONTAINED AND CLEANED BY NYCT AND NYC DOS."
Remarks:	"LINE FAILURE ON A BUS SPILL TO PAVEMENT CLEAN UP BY NYC TRANSIT PERSONAL "

All Materials:

Site ID:	204632
Operable Unit ID:	849481
Operable Unit:	01
Material ID:	528589
Material Code:	0021
Material Name:	transmission fluid
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	7.00
Units:	G
Recovered:	7.00
Resource Affected:	Soil
Oxygenate:	Not reported

A2 **GUN HILL BUS DEPOT** **NY UST** **U002261432**
1910 BARTOW AVENUE **NY CBS UST** **N/A**
< 1/8 **BRONX, NY 10469** **NY AST**
1 ft. **NY Spills**

Site 2 of 11 in cluster A

Relative: Higher
Actual: 18 ft.

UST:

Name:	GUN HILL BUS DEPOT
Address:	1910 BARTOW AVENUE
City,State,Zip:	BRONX, NY 10469
Id/Status:	2-480126 / Active
Program Type:	PBS
Region:	STATE
DEC Region:	2
Expiration Date:	03/14/2025
UTM X:	598307.07855
UTM Y:	4524681.54685
Site Type:	Trucking/Transportation/Fleet Operation

Affiliation Records:

Site Id:	21411
Affiliation Type:	Facility Owner
Company Name:	NYC TRANSIT AUTHORITY
Contact Type:	DIRECTOR, ENVIRONMENTAL PROTECTION
Contact Name:	DOREEN BOATSWAIN
Address1:	2 BROADWAY
Address2:	27TH FLOOR
City:	NEW YORK
State:	NY
Zip Code:	10004
Country Code:	001
Phone:	(646) 252-5777
EMail:	DOREEN.BOATSWAIN@NYCT.COM
Fax Number:	Not reported
Modified By:	KXLIU
Date Last Modified:	2021-09-13

Site Id:	21411
Affiliation Type:	Facility Operator
Company Name:	GUN HILL BUS DEPOT
Contact Type:	Not reported
Contact Name:	RALPH ROGERS
Address1:	Not reported
Address2:	Not reported
City:	Not reported
State:	NN
Zip Code:	Not reported
Country Code:	001
Phone:	(718) 430-4855
EMail:	Not reported
Fax Number:	Not reported
Modified By:	ACDANIEL
Date Last Modified:	2021-07-29

Site Id:	21411
Affiliation Type:	Mail Contact
Company Name:	NYC TRANSIT AUTHORITY
Contact Type:	DIRECTOR, ENV. PROTECTION & INDUSTRIAL HYGIENE
Contact Name:	DOREEN BOATSWAIN
Address1:	2 BROADWAY

GUN HILL BUS DEPOT (Continued) **U002261432**

Address2:	27TH FLOOR
City:	NEW YORK
State:	NY
Zip Code:	10004
Country Code:	001
Phone:	(646) 252-5777
EMail:	DOREEN.BOATSWAIN@NYCT.COM
Fax Number:	Not reported
Modified By:	nFormUpd
Date Last Modified:	2022-09-14

Site Id:	21411
Affiliation Type:	Emergency Contact
Company Name:	NYC TRANSIT AUTHORITY
Contact Type:	Not reported
Contact Name:	BUS COMMAND CENTER
Address1:	Not reported
Address2:	Not reported
City:	Not reported
State:	NN
Zip Code:	Not reported
Country Code:	999
Phone:	(718) 927-7777
EMail:	Not reported
Fax Number:	Not reported
Modified By:	nFormUpd
Date Last Modified:	2022-09-14

Tank Info:

Tank Number:	ATF
Tank ID:	38822
Tank Status:	In Service
Material Name:	In Service
Capacity Gallons:	1000
Install Date:	11/01/1988
Date Tank Closed:	Not reported
Registered:	True
Tank Location:	Underground
Tank Type:	Equivalent technology
Material Code:	0013
Common Name of Substance:	Lube Oil

Tightness Test Method:	-
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	D
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

C03 - Pipe Location - Aboveground/Underground Combination
F04 - Pipe External Protection - Fiberglass
J02 - Dispenser - Suction Dispenser
L01 - Piping Leak Detection - Interstitial - Electronic Monitoring
G04 - Tank Secondary Containment - Double-Walled (Underground)
E04 - Piping Secondary Containment - Double walled UG

GUN HILL BUS DEPOT (Continued) **U002261432**

A00 - Tank Internal Protection - None
H01 - Tank Leak Detection - Interstitial - Electronic Monitoring
B04 - Tank External Protection - Fiberglass
D06 - Pipe Type - Fiberglass Reinforced Plastic (FRP)
I02 - Overfill - High Level Alarm
K01 - Spill Prevention - Catch Basin
L09 - Piping Leak Detection - Exempt Suction Piping

Tank Number:	DSL-11
Tank ID:	38821
Tank Status:	In Service
Material Name:	In Service
Capacity Gallons:	20000
Install Date:	11/01/1988
Date Tank Closed:	Not reported
Registered:	True
Tank Location:	Underground
Tank Type:	Equivalent technology
Material Code:	0001
Common Name of Substance:	#2 Fuel Oil (On-Site Consumption)
Tightness Test Method:	-
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	D
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

G04 - Tank Secondary Containment - Double-Walled (Underground)
C03 - Pipe Location - Aboveground/Underground Combination
F04 - Pipe External Protection - Fiberglass
J02 - Dispenser - Suction Dispenser
L01 - Piping Leak Detection - Interstitial - Electronic Monitoring
A00 - Tank Internal Protection - None
H01 - Tank Leak Detection - Interstitial - Electronic Monitoring
B04 - Tank External Protection - Fiberglass
D06 - Pipe Type - Fiberglass Reinforced Plastic (FRP)
I02 - Overfill - High Level Alarm
K01 - Spill Prevention - Catch Basin
L09 - Piping Leak Detection - Exempt Suction Piping
E04 - Piping Secondary Containment - Double walled UG

Tank Number:	DSL-12
Tank ID:	45327
Tank Status:	In Service
Material Name:	In Service
Capacity Gallons:	20000
Install Date:	11/01/1988
Date Tank Closed:	Not reported
Registered:	True
Tank Location:	Underground
Tank Type:	Equivalent technology
Material Code:	0001
Common Name of Substance:	#2 Fuel Oil (On-Site Consumption)

GUN HILL BUS DEPOT (Continued) **U002261432**

Tightness Test Method: -
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: D
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

G04 - Tank Secondary Containment - Double-Walled (Underground)
C03 - Pipe Location - Aboveground/Underground Combination
F04 - Pipe External Protection - Fiberglass
J02 - Dispenser - Suction Dispenser
L01 - Piping Leak Detection - Interstitial - Electronic Monitoring
E04 - Piping Secondary Containment - Double walled UG
B04 - Tank External Protection - Fiberglass
D06 - Pipe Type - Fiberglass Reinforced Plastic (FRP)
I02 - Overfill - High Level Alarm
K01 - Spill Prevention - Catch Basin
L09 - Piping Leak Detection - Exempt Suction Piping
A00 - Tank Internal Protection - None
H01 - Tank Leak Detection - Interstitial - Electronic Monitoring

Tank Number: DSL1
Tank ID: 38817
Tank Status: Temporarily Out of Service
Material Name: Temporarily Out of Service
Capacity Gallons: 4000
Install Date: 11/01/1998
Date Tank Closed: 05/20/2021
Registered: True
Tank Location: Underground
Tank Type: Equivalent technology
Material Code: 0008
Common Name of Substance: Diesel

Tightness Test Method: -
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: D
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

L07 - Piping Leak Detection - Pressurized Piping Leak Detector
C03 - Pipe Location - Aboveground/Underground Combination
F04 - Pipe External Protection - Fiberglass
L01 - Piping Leak Detection - Interstitial - Electronic Monitoring
A00 - Tank Internal Protection - None
H01 - Tank Leak Detection - Interstitial - Electronic Monitoring
E04 - Piping Secondary Containment - Double walled UG
J01 - Dispenser - Pressurized Dispenser
G04 - Tank Secondary Containment - Double-Walled (Underground)
B04 - Tank External Protection - Fiberglass
D06 - Pipe Type - Fiberglass Reinforced Plastic (FRP)
I02 - Overfill - High Level Alarm
K01 - Spill Prevention - Catch Basin

GUN HILL BUS DEPOT (Continued) **U002261432**

Tank Number:	DSL10
Tank ID:	45335
Tank Status:	Temporarily Out of Service
Material Name:	Temporarily Out of Service
Capacity Gallons:	4000
Install Date:	11/01/1998
Date Tank Closed:	05/20/2021
Registered:	True
Tank Location:	Underground
Tank Type:	Equivalent technology
Material Code:	0008
Common Name of Substance:	Diesel
Tightness Test Method:	-
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	D
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

L07 - Piping Leak Detection - Pressurized Piping Leak Detector
L01 - Piping Leak Detection - Interstitial - Electronic Monitoring
C03 - Pipe Location - Aboveground/Underground Combination
F04 - Pipe External Protection - Fiberglass
H01 - Tank Leak Detection - Interstitial - Electronic Monitoring
A00 - Tank Internal Protection - None
J01 - Dispenser - Pressurized Dispenser
E04 - Piping Secondary Containment - Double walled UG
G04 - Tank Secondary Containment - Double-Walled (Underground)
I02 - Overfill - High Level Alarm
K01 - Spill Prevention - Catch Basin
D06 - Pipe Type - Fiberglass Reinforced Plastic (FRP)
B04 - Tank External Protection - Fiberglass

Tank Number:	DSL2
Tank ID:	45336
Tank Status:	Temporarily Out of Service
Material Name:	Temporarily Out of Service
Capacity Gallons:	4000
Install Date:	11/01/1998
Date Tank Closed:	05/20/2021
Registered:	True
Tank Location:	Underground
Tank Type:	Equivalent technology
Material Code:	0008
Common Name of Substance:	Diesel
Tightness Test Method:	-
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	D
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

G04 - Tank Secondary Containment - Double-Walled (Underground)

GUN HILL BUS DEPOT (Continued) **U002261432**

C03 - Pipe Location - Aboveground/Underground Combination
F04 - Pipe External Protection - Fiberglass
L01 - Piping Leak Detection - Interstitial - Electronic Monitoring
A00 - Tank Internal Protection - None
H01 - Tank Leak Detection - Interstitial - Electronic Monitoring
E04 - Piping Secondary Containment - Double walled UG
J01 - Dispenser - Pressurized Dispenser
B04 - Tank External Protection - Fiberglass
D06 - Pipe Type - Fiberglass Reinforced Plastic (FRP)
I02 - Overfill - High Level Alarm
K01 - Spill Prevention - Catch Basin
L07 - Piping Leak Detection - Pressurized Piping Leak Detector

Tank Number:	DSL3
Tank ID:	45328
Tank Status:	Temporarily Out of Service
Material Name:	Temporarily Out of Service
Capacity Gallons:	4000
Install Date:	11/01/1998
Date Tank Closed:	05/20/2021
Registered:	True
Tank Location:	Underground
Tank Type:	Equivalent technology
Material Code:	0008
Common Name of Substance:	Diesel
Tightness Test Method:	-
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	D
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

C03 - Pipe Location - Aboveground/Underground Combination
F04 - Pipe External Protection - Fiberglass
L01 - Piping Leak Detection - Interstitial - Electronic Monitoring
G04 - Tank Secondary Containment - Double-Walled (Underground)
L07 - Piping Leak Detection - Pressurized Piping Leak Detector
E04 - Piping Secondary Containment - Double walled UG
J01 - Dispenser - Pressurized Dispenser
A00 - Tank Internal Protection - None
H01 - Tank Leak Detection - Interstitial - Electronic Monitoring
B04 - Tank External Protection - Fiberglass
D06 - Pipe Type - Fiberglass Reinforced Plastic (FRP)
I02 - Overfill - High Level Alarm
K01 - Spill Prevention - Catch Basin

Tank Number:	DSL4
Tank ID:	45329
Tank Status:	Temporarily Out of Service
Material Name:	Temporarily Out of Service
Capacity Gallons:	4000
Install Date:	11/01/1998
Date Tank Closed:	04/16/2019
Registered:	True

GUN HILL BUS DEPOT (Continued) **U002261432**

Tank Location: Underground
Tank Type: Equivalent technology
Material Code: 0008
Common Name of Substance: Diesel

Tightness Test Method: -
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: D
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

L07 - Piping Leak Detection - Pressurized Piping Leak Detector
C03 - Pipe Location - Aboveground/Underground Combination
F04 - Pipe External Protection - Fiberglass
L01 - Piping Leak Detection - Interstitial - Electronic Monitoring
A00 - Tank Internal Protection - None
H01 - Tank Leak Detection - Interstitial - Electronic Monitoring
E04 - Piping Secondary Containment - Double walled UG
J01 - Dispenser - Pressurized Dispenser
G04 - Tank Secondary Containment - Double-Walled (Underground)
B04 - Tank External Protection - Fiberglass
D06 - Pipe Type - Fiberglass Reinforced Plastic (FRP)
I02 - Overfill - High Level Alarm
K01 - Spill Prevention - Catch Basin

Tank Number: DSL5
Tank ID: 45330
Tank Status: Temporarily Out of Service
Material Name: Temporarily Out of Service
Capacity Gallons: 4000
Install Date: 11/01/1998
Date Tank Closed: 05/20/2021
Registered: True
Tank Location: Underground
Tank Type: Equivalent technology
Material Code: 0008
Common Name of Substance: Diesel

Tightness Test Method: -
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: D
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

F04 - Pipe External Protection - Fiberglass
L01 - Piping Leak Detection - Interstitial - Electronic Monitoring
G04 - Tank Secondary Containment - Double-Walled (Underground)
E04 - Piping Secondary Containment - Double walled UG
J01 - Dispenser - Pressurized Dispenser
H01 - Tank Leak Detection - Interstitial - Electronic Monitoring
D06 - Pipe Type - Fiberglass Reinforced Plastic (FRP)
I02 - Overfill - High Level Alarm
K01 - Spill Prevention - Catch Basin

GUN HILL BUS DEPOT (Continued) **U002261432**

L07 - Piping Leak Detection - Pressurized Piping Leak Detector
C03 - Pipe Location - Aboveground/Underground Combination
A00 - Tank Internal Protection - None
B04 - Tank External Protection - Fiberglass

Tank Number: DSL6
Tank ID: 45331
Tank Status: Temporarily Out of Service
Material Name: Temporarily Out of Service
Capacity Gallons: 4000
Install Date: 11/01/1998
Date Tank Closed: 05/20/2021
Registered: True
Tank Location: Underground
Tank Type: Equivalent technology
Material Code: 0008
Common Name of Substance: Diesel

Tightness Test Method: -
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: D
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

L07 - Piping Leak Detection - Pressurized Piping Leak Detector
C03 - Pipe Location - Aboveground/Underground Combination
F04 - Pipe External Protection - Fiberglass
L01 - Piping Leak Detection - Interstitial - Electronic Monitoring
G04 - Tank Secondary Containment - Double-Walled (Underground)
E04 - Piping Secondary Containment - Double walled UG
J01 - Dispenser - Pressurized Dispenser
A00 - Tank Internal Protection - None
H01 - Tank Leak Detection - Interstitial - Electronic Monitoring
B04 - Tank External Protection - Fiberglass
D06 - Pipe Type - Fiberglass Reinforced Plastic (FRP)
I02 - Overfill - High Level Alarm
K01 - Spill Prevention - Catch Basin

Tank Number: DSL7
Tank ID: 45332
Tank Status: Temporarily Out of Service
Material Name: Temporarily Out of Service
Capacity Gallons: 4000
Install Date: 11/01/1998
Date Tank Closed: 05/20/2021
Registered: True
Tank Location: Underground
Tank Type: Equivalent technology
Material Code: 0008
Common Name of Substance: Diesel

Tightness Test Method: -
Date Test: Not reported
Next Test Date: Not reported

GUN HILL BUS DEPOT (Continued) **U002261432**

Pipe Model: D
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

L07 - Piping Leak Detection - Pressurized Piping Leak Detector
C03 - Pipe Location - Aboveground/Underground Combination
F04 - Pipe External Protection - Fiberglass
L01 - Piping Leak Detection - Interstitial - Electronic Monitoring
A00 - Tank Internal Protection - None
H01 - Tank Leak Detection - Interstitial - Electronic Monitoring
E04 - Piping Secondary Containment - Double walled UG
J01 - Dispenser - Pressurized Dispenser
G04 - Tank Secondary Containment - Double-Walled (Underground)
B04 - Tank External Protection - Fiberglass
D06 - Pipe Type - Fiberglass Reinforced Plastic (FRP)
I02 - Overfill - High Level Alarm
K01 - Spill Prevention - Catch Basin

Tank Number: DSL8
Tank ID: 45333
Tank Status: Temporarily Out of Service
Material Name: Temporarily Out of Service
Capacity Gallons: 4000
Install Date: 11/01/1998
Date Tank Closed: 05/20/2021
Registered: True
Tank Location: Underground
Tank Type: Equivalent technology
Material Code: 0008
Common Name of Substance: Diesel

Tightness Test Method: -
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: D
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

G04 - Tank Secondary Containment - Double-Walled (Underground)
E04 - Piping Secondary Containment - Double walled UG
J01 - Dispenser - Pressurized Dispenser
B04 - Tank External Protection - Fiberglass
D06 - Pipe Type - Fiberglass Reinforced Plastic (FRP)
I02 - Overfill - High Level Alarm
K01 - Spill Prevention - Catch Basin
L07 - Piping Leak Detection - Pressurized Piping Leak Detector
C03 - Pipe Location - Aboveground/Underground Combination
F04 - Pipe External Protection - Fiberglass
L01 - Piping Leak Detection - Interstitial - Electronic Monitoring
A00 - Tank Internal Protection - None
H01 - Tank Leak Detection - Interstitial - Electronic Monitoring

Tank Number: DSL9
Tank ID: 45334

GUN HILL BUS DEPOT (Continued) **U002261432**

Tank Status:	Temporarily Out of Service
Material Name:	Temporarily Out of Service
Capacity Gallons:	4000
Install Date:	11/01/1998
Date Tank Closed:	05/20/2021
Registered:	True
Tank Location:	Underground
Tank Type:	Equivalent technology
Material Code:	0008
Common Name of Substance:	Diesel
Tightness Test Method:	-
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	D
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

C03 - Pipe Location - Aboveground/Underground Combination
F04 - Pipe External Protection - Fiberglass
L07 - Piping Leak Detection - Pressurized Piping Leak Detector
L01 - Piping Leak Detection - Interstitial - Electronic Monitoring
I02 - Overfill - High Level Alarm
K01 - Spill Prevention - Catch Basin
E04 - Piping Secondary Containment - Double walled UG
H01 - Tank Leak Detection - Interstitial - Electronic Monitoring
J01 - Dispenser - Pressurized Dispenser
G04 - Tank Secondary Containment - Double-Walled (Underground)
B04 - Tank External Protection - Fiberglass
D06 - Pipe Type - Fiberglass Reinforced Plastic (FRP)
A00 - Tank Internal Protection - None

Tank Number:	GEN
Tank ID:	38820
Tank Status:	In Service
Material Name:	In Service
Capacity Gallons:	1000
Install Date:	11/01/1988
Date Tank Closed:	Not reported
Registered:	True
Tank Location:	Underground
Tank Type:	Equivalent technology
Material Code:	0001
Common Name of Substance:	#2 Fuel Oil (On-Site Consumption)
Tightness Test Method:	-
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	D
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

L01 - Piping Leak Detection - Interstitial - Electronic Monitoring
F04 - Pipe External Protection - Fiberglass
J02 - Dispenser - Suction Dispenser

GUN HILL BUS DEPOT (Continued) **U002261432**

C03 - Pipe Location - Aboveground/Underground Combination
H01 - Tank Leak Detection - Interstitial - Electronic Monitoring
A00 - Tank Internal Protection - None
E04 - Piping Secondary Containment - Double walled UG
G04 - Tank Secondary Containment - Double-Walled (Underground)
K01 - Spill Prevention - Catch Basin
L09 - Piping Leak Detection - Exempt Suction Piping
I02 - Overfill - High Level Alarm
B04 - Tank External Protection - Fiberglass
D06 - Pipe Type - Fiberglass Reinforced Plastic (FRP)

Tank Number:	M/O1
Tank ID:	45326
Tank Status:	Temporarily Out of Service
Material Name:	Temporarily Out of Service
Capacity Gallons:	1000
Install Date:	11/01/1988
Date Tank Closed:	05/27/2021
Registered:	True
Tank Location:	Underground
Tank Type:	Equivalent technology
Material Code:	0013
Common Name of Substance:	Lube Oil
Tightness Test Method:	-
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	D
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

C03 - Pipe Location - Aboveground/Underground Combination
F04 - Pipe External Protection - Fiberglass
J02 - Dispenser - Suction Dispenser
L01 - Piping Leak Detection - Interstitial - Electronic Monitoring
A00 - Tank Internal Protection - None
H01 - Tank Leak Detection - Interstitial - Electronic Monitoring
E04 - Piping Secondary Containment - Double walled UG
G04 - Tank Secondary Containment - Double-Walled (Underground)
B04 - Tank External Protection - Fiberglass
D06 - Pipe Type - Fiberglass Reinforced Plastic (FRP)
L09 - Piping Leak Detection - Exempt Suction Piping
I02 - Overfill - High Level Alarm
K01 - Spill Prevention - Catch Basin

Tank Number:	M/O2
Tank ID:	38819
Tank Status:	Temporarily Out of Service
Material Name:	Temporarily Out of Service
Capacity Gallons:	2500
Install Date:	11/01/1988
Date Tank Closed:	05/27/2021
Registered:	True
Tank Location:	Underground
Tank Type:	Equivalent technology

GUN HILL BUS DEPOT (Continued) **U002261432**

Material Code: 0013
Common Name of Substance: Lube Oil

Tightness Test Method: -
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: D
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

G04 - Tank Secondary Containment - Double-Walled (Underground)
C03 - Pipe Location - Aboveground/Underground Combination
F04 - Pipe External Protection - Fiberglass
J02 - Dispenser - Suction Dispenser
L01 - Piping Leak Detection - Interstitial - Electronic Monitoring
B04 - Tank External Protection - Fiberglass
D06 - Pipe Type - Fiberglass Reinforced Plastic (FRP)
I02 - Overfill - High Level Alarm
K01 - Spill Prevention - Catch Basin
L09 - Piping Leak Detection - Exempt Suction Piping
E04 - Piping Secondary Containment - Double walled UG
A00 - Tank Internal Protection - None
H01 - Tank Leak Detection - Interstitial - Electronic Monitoring

Tank Number: W/O
Tank ID: 38818
Tank Status: Temporarily Out of Service
Material Name: Temporarily Out of Service
Capacity Gallons: 2500
Install Date: 11/01/1988
Date Tank Closed: Not reported
Registered: True
Tank Location: Underground
Tank Type: Equivalent technology
Material Code: 0022
Common Name of Substance: Waste Oil/Used Oil

Tightness Test Method: -
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: D
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

G04 - Tank Secondary Containment - Double-Walled (Underground)
J00 - Dispenser - None
C03 - Pipe Location - Aboveground/Underground Combination
F04 - Pipe External Protection - Fiberglass
L01 - Piping Leak Detection - Interstitial - Electronic Monitoring
E04 - Piping Secondary Containment - Double walled UG
A00 - Tank Internal Protection - None
H01 - Tank Leak Detection - Interstitial - Electronic Monitoring
B04 - Tank External Protection - Fiberglass
D06 - Pipe Type - Fiberglass Reinforced Plastic (FRP)
I02 - Overfill - High Level Alarm

GUN HILL BUS DEPOT (Continued) **U002261432**

K01 - Spill Prevention - Catch Basin

CBS UST:

Id/Status:	2-000293 / NO LONGER A MAJOR FACILITY
Facility Type:	F
Facility Tel:	(212) 690-9602
Total Tanks:	1
Region:	STATE
ICS No:	Not reported
PBS No:	2-480126
MOSF No:	Not reported
SPDES No:	Not reported
Town:	NEW YORK CITY
Operator:	NEW YORK CITY TRANSIT
Emergency Contact:	HOWARD MATZA
Emergency Contact Phone:	(718) 243-4581
Certification Date:	06/06/2001
Expiration Date:	08/11/2003
Owner Name:	NEW YORK CITY TRANSIT
Owner Address:	370 JAY STREET ROOM 819
Owner City,State,Zip:	BROOKLYN, NY 11201
Owner Phone:	(718) 243-4581
Owner Type:	2
Owner Subtype:	None
Mailing Name:	NEW YORK CITY TRANSIT
Mailing Contact:	JOSEPHINE BROWN
Mailing Address:	370 JAY STREET
Mailing Address 2:	ROOM 819
Mailing City,State,Zip:	BROOKLYN, NY 11201
Mailing Telephone:	(718) 243-4581
Tank Number:	1
Date Entered:	08/10/1995
Capacity:	1000
Chemical:	Ethylene glycol
Tank Closed:	03/96
Tank Status:	In Service
Tank Type:	Steel/carbon steel
Install Date:	11/88
CAS No:	107211
Substance:	Single Hazardous Substance on DEC List
Tank Location:	Outdoors, Belowground
Tank Internal:	None
Tank External:	SACRIFICIAL ANODE
Pipe Location:	Aboveground/Underground Combination
Pipe Internal:	None
Pipe External:	None
Leak Detection:	In_Tank System
Secondary Containmentt:	Cut-off Walls
Overfill Protection:	34
Haz Percent:	100
Pipe Containment:	None
Pipe Type:	STEEL/IRON
Tank Error Status:	No Missing Data
Tank Secret:	F
Date Entered:	13:57:42
Last Test:	Not reported
Due Date:	Not reported

GUN HILL BUS DEPOT (Continued) **U002261432**

SWIS Code:	6001
Cert Flag:	F
Is it There:	F
Is Updated:	F
Owners Mark:	First Owner
Latitude:	Not reported
Longitude:	Not reported
Renew Date:	Not reported
Deliquent:	F
Total Capacity:	1000
Date Expired:	Not reported
Case No:	Not reported
Federal Amt:	T
Pipe Flag:	F
Reserve Flag:	T
Id/Status:	2-000293 / ACTIVE FACILITY
Facility Type:	F
Facility Tel:	(212) 690-9602
Total Tanks:	1
Region:	STATE
ICS No:	Not reported
PBS No:	2-480126
MOSF No:	Not reported
SPDES No:	Not reported
Town:	NEW YORK CITY
Operator:	NEW YORK CITY TRANSIT
Emergency Contact:	HOWARD MATZA
Emergency Contact Phone:	(718) 243-4581
Certification Date:	06/06/2001
Expiration Date:	08/11/2003
Owner Name:	NEW YORK CITY TRANSIT
Owner Address:	370 JAY STREET ROOM 819
Owner City,State,Zip:	BROOKLYN, NY 11201
Owner Phone:	(718) 243-4581
Owner Type:	2
Owner Subtype:	None
Mailing Name:	NEW YORK CITY TRANSIT
Mailing Contact:	JOSEPHINE BROWN
Mailing Address:	370 JAY STREET
Mailing Address 2:	ROOM 819
Mailing City,State,Zip:	BROOKLYN, NY 11201
Mailing Telephone:	(718) 243-4581
Tank Number:	CBS-GUN-1
Date Entered:	08/10/1995
Capacity:	1000
Chemical:	Ethylene glycol
Tank Closed:	Not reported
Tank Status:	In Service
Tank Type:	Fiberglass coated steel
Install Date:	01/95
CAS No:	107211
Substance:	Single Hazardous Substance on DEC List
Tank Location:	Outdoors, Belowground
Tank Internal:	None
Tank External:	NONE
Pipe Location:	Aboveground

GUN HILL BUS DEPOT (Continued) **U002261432**

Pipe Internal:	None
Pipe External:	None
Leak Detection:	14
Secondary Containmentt:	Cut-off Walls
Overfill Protection:	23
Haz Percent:	100
Pipe Containment:	None
Pipe Type:	FIBERGLASS REINFORCED PLASTIC
Tank Error Status:	No Missing Data
Tank Secret:	F
Date Entered:	13:58:13
Last Test:	Not reported
Due Date:	Not reported
SWIS Code:	6001
Cert Flag:	F
Is it There:	F
Is Updated:	F
Owners Mark:	First Owner
Latitude:	Not reported
Longitude:	Not reported
Renew Date:	Not reported
Deliquent:	F
Total Capacity:	1000
Date Expired:	Not reported
Case No:	Not reported
Federal Amt:	T
Pipe Flag:	F
Reserve Flag:	T

AST:

Name:	GUN HILL BUS DEPOT
Address:	1910 BARTOW AVENUE
City,State,Zip:	BRONX, NY 10469
Region:	STATE
DEC Region:	2
Site Status:	Active
Facility Id:	2-480126
Program Type:	PBS
UTM X:	598307.07855
UTM Y:	4524681.54685
Expiration Date:	03/14/2025
Site Type:	Trucking/Transportation/Fleet Operation

Affiliation Records:

Site Id:	21411
Affiliation Type:	Facility Owner
Company Name:	NYC TRANSIT AUTHORITY
Contact Type:	DIRECTOR, ENVIRONMENTAL PROTECTION
Contact Name:	DOREEN BOATSWAIN
Address1:	2 BROADWAY
Address2:	27TH FLOOR
City:	NEW YORK
State:	NY
Zip Code:	10004
Country Code:	001
Phone:	(646) 252-5777
EMail:	DOREEN.BOATSWAIN@NYCT.COM

GUN HILL BUS DEPOT (Continued) **U002261432**

Fax Number:	Not reported
Modified By:	KXLIU
Date Last Modified:	2021-09-13

Site Id:	21411
Affiliation Type:	Facility Operator
Company Name:	GUN HILL BUS DEPOT
Contact Type:	Not reported
Contact Name:	RALPH ROGERS
Address1:	Not reported
Address2:	Not reported
City:	Not reported
State:	NN
Zip Code:	Not reported
Country Code:	001
Phone:	(718) 430-4855
EMail:	Not reported
Fax Number:	Not reported
Modified By:	ACDANIEL
Date Last Modified:	2021-07-29

Site Id:	21411
Affiliation Type:	Mail Contact
Company Name:	NYC TRANSIT AUTHORITY
Contact Type:	DIRECTOR, ENV. PROTECTION & INDUSTRIAL HYGIENE
Contact Name:	DOREEN BOATSWAIN
Address1:	2 BROADWAY
Address2:	27TH FLOOR
City:	NEW YORK
State:	NY
Zip Code:	10004
Country Code:	001
Phone:	(646) 252-5777
EMail:	DOREEN.BOATSWAIN@NYCT.COM
Fax Number:	Not reported
Modified By:	nFormUpd
Date Last Modified:	2022-09-14

Site Id:	21411
Affiliation Type:	Emergency Contact
Company Name:	NYC TRANSIT AUTHORITY
Contact Type:	Not reported
Contact Name:	BUS COMMAND CENTER
Address1:	Not reported
Address2:	Not reported
City:	Not reported
State:	NN
Zip Code:	Not reported
Country Code:	999
Phone:	(718) 927-7777
EMail:	Not reported
Fax Number:	Not reported
Modified By:	nFormUpd
Date Last Modified:	2022-09-14

Tank Info:

GUN HILL BUS DEPOT (Continued) **U002261432**

Tank Number: ATF-2
Tank Id: 288974

Equipment Records:

G12 - Tank Secondary Containment - Double-Walled (AG only)
J02 - Dispenser - Suction Dispenser
A00 - Tank Internal Protection - None
B01 - Tank External Protection - Painted/Asphalt Coating
D01 - Pipe Type - Steel/Carbon Steel/Iron
F01 - Pipe External Protection - Painted/Asphalt Coating
H01 - Tank Leak Detection - Interstitial - Electronic Monitoring
L99 - Piping Leak Detection - Other
E00 - Piping Secondary Containment - None
I02 - Overfill - High Level Alarm
K01 - Spill Prevention - Catch Basin
C01 - Pipe Location - Aboveground

Tank Location: Aboveground - on saddles, legs, racks, etc.... Tank bottom is elevated above grade or tank pad, allowing visual inspection.
Tank Type: Steel/Carbon Steel/Iron
Tank Status: In Service
Pipe Model: Not reported
Install Date: 11/02/2020
Capacity Gallons: 1000
Tightness Test Method: -
Date Test: Not reported
Next Test Date: Not reported
Date Tank Closed: Not reported
Register: True
Modified By: MJGRIFFI
Last Modified: 05/09/2022
Material Name: transmission fluid

Tank Number: GEN-2
Tank Id: 251726

Equipment Records:

J00 - Dispenser - None
C01 - Pipe Location - Aboveground
L00 - Piping Leak Detection - None
G00 - Tank Secondary Containment - None
I03 - Overfill - Automatic Shut-Off
K00 - Spill Prevention - None
D01 - Pipe Type - Steel/Carbon Steel/Iron
A00 - Tank Internal Protection - None
B01 - Tank External Protection - Painted/Asphalt Coating
F00 - Pipe External Protection - None
E00 - Piping Secondary Containment - None
H00 - Tank Leak Detection - None

Tank Location: Aboveground - on saddles, legs, racks, etc.... Tank bottom is elevated above grade or tank pad, allowing visual inspection.
Tank Type: Steel/Carbon Steel/Iron
Tank Status: In Service
Pipe Model: Not reported
Install Date: 11/01/1985
Capacity Gallons: 40
Tightness Test Method: -
Date Test: Not reported

GUN HILL BUS DEPOT (Continued) **U002261432**

Next Test Date:	Not reported
Date Tank Closed:	Not reported
Register:	True
Modified By:	MJGRIFFI
Last Modified:	05/09/2022
Material Name:	diesel
Tank Number:	GUN-18
Tank Id:	52158
Material Code:	0001
Common Name of Substance:	#2 Fuel Oil (On-Site Consumption)

Equipment Records:

J02 - Dispenser - Suction Dispenser
G04 - Tank Secondary Containment - Double-Walled (Underground)
A00 - Tank Internal Protection - None
B01 - Tank External Protection - Painted/Asphalt Coating
D01 - Pipe Type - Steel/Carbon Steel/Iron
F01 - Pipe External Protection - Painted/Asphalt Coating
H00 - Tank Leak Detection - None
K01 - Spill Prevention - Catch Basin
C01 - Pipe Location - Aboveground
I04 - Overfill - Product Level Gauge (A/G)

Tank Location:	Aboveground - contact with soil.... Tank bottom rests on soil, allowing no visual inspection.
Tank Type:	Steel/Carbon Steel/Iron
Tank Status:	Closed - Removed
Pipe Model:	Not reported
Install Date:	01/01/1995
Capacity Gallons:	1000
Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Date Tank Closed:	10/01/1999
Register:	True
Modified By:	MJGRIFFI
Last Modified:	05/09/2022
Material Name:	#2 fuel oil (on-site consumption)
Tank Number:	GUN-19
Tank Id:	52159
Material Code:	0001
Common Name of Substance:	#2 Fuel Oil (On-Site Consumption)

Equipment Records:

C01 - Pipe Location - Aboveground
I04 - Overfill - Product Level Gauge (A/G)
J02 - Dispenser - Suction Dispenser
D01 - Pipe Type - Steel/Carbon Steel/Iron
F01 - Pipe External Protection - Painted/Asphalt Coating
A00 - Tank Internal Protection - None
B01 - Tank External Protection - Painted/Asphalt Coating
G04 - Tank Secondary Containment - Double-Walled (Underground)
K01 - Spill Prevention - Catch Basin

GUN HILL BUS DEPOT (Continued) **U002261432**

H00 - Tank Leak Detection - None
Tank Location: Aboveground - contact with soil.... Tank bottom rests on soil, allowing no visual inspection.
Tank Type: Steel/Carbon Steel/Iron
Tank Status: Closed - Removed
Pipe Model: Not reported
Install Date: 01/01/1995
Capacity Gallons: 1000
Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Date Tank Closed: 01/01/1997
Register: True
Modified By: MJGRIFFI
Last Modified: 05/09/2022
Material Name: #2 fuel oil (on-site consumption)

Tank Number: MO-3
Tank Id: 288975

Equipment Records:

C01 - Pipe Location - Aboveground
J02 - Dispenser - Suction Dispenser
G12 - Tank Secondary Containment - Double-Walled (AG only)
L99 - Piping Leak Detection - Other
D01 - Pipe Type - Steel/Carbon Steel/Iron
F01 - Pipe External Protection - Painted/Asphalt Coating
H01 - Tank Leak Detection - Interstitial - Electronic Monitoring
A00 - Tank Internal Protection - None
B01 - Tank External Protection - Painted/Asphalt Coating
K01 - Spill Prevention - Catch Basin
E00 - Piping Secondary Containment - None
I02 - Overfill - High Level Alarm
Tank Location: Aboveground - on saddles, legs, racks, etc.... Tank bottom is elevated above grade or tank pad, allowing visual inspection.
Tank Type: Steel/Carbon Steel/Iron
Tank Status: In Service
Pipe Model: Not reported
Install Date: 11/02/2020
Capacity Gallons: 1000
Tightness Test Method: -
Date Test: Not reported
Next Test Date: Not reported
Date Tank Closed: Not reported
Register: True
Modified By: MJGRIFFI
Last Modified: 05/09/2022
Material Name: motor oil

Tank Number: USEDOIL-1
Tank Id: 266995

Equipment Records:

J00 - Dispenser - None
C01 - Pipe Location - Aboveground
L00 - Piping Leak Detection - None

GUN HILL BUS DEPOT (Continued) **U002261432**

G12 - Tank Secondary Containment - Double-Walled (AG only)
H01 - Tank Leak Detection - Interstitial - Electronic Monitoring
A00 - Tank Internal Protection - None
B01 - Tank External Protection - Painted/Asphalt Coating
D01 - Pipe Type - Steel/Carbon Steel/Iron
F00 - Pipe External Protection - None
I02 - Overfill - High Level Alarm
K01 - Spill Prevention - Catch Basin
E00 - Piping Secondary Containment - None

Tank Location:	Aboveground - on saddles, legs, racks, etc.... Tank bottom is elevated above grade or tank pad, allowing visual inspection.
Tank Type:	Steel/Carbon Steel/Iron
Tank Status:	In Service
Pipe Model:	Not reported
Install Date:	01/26/2017
Capacity Gallons:	1000
Tightness Test Method:	-
Date Test:	Not reported
Next Test Date:	Not reported
Date Tank Closed:	Not reported
Register:	True
Modified By:	MJGRIFFI
Last Modified:	05/09/2022
Material Name:	waste oil/used oil

SPILLS:

Name:	GUNHILL BUS DEPOT
Address:	1900 BARTOW AVENUE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	9508134 / 1995-10-13
Facility ID:	9508134
Facility Type:	ER
DER Facility ID:	149384
Site ID:	177782
DEC Region:	2
Spill Cause:	Equipment Failure
Spill Class:	C4
SWIS:	0301
Spill Date:	1995-10-02
Investigator:	ADZHITOM
Referred To:	Not reported
Reported to Dept:	1995-10-02
CID:	282
Water Affected:	Not reported
Spill Source:	Commercial/Industrial
Spill Notifier:	Responsible Party
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	1995-10-02
Spill Record Last Update:	1995-12-06
Spiller Name:	Not reported
Spiller Company:	SAME
Spiller Address:	Not reported

GUN HILL BUS DEPOT (Continued) **U002261432**

Spiller Company:	999
Contact Name:	MR STEWART SUPERINTNDENT
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was ZHITOMIRSKY SPILL WAS FROM AST (HEATING OIL). PRODUCT WAS SPILLED ON THE PAVED AREA. SPILL WAS CLEANED UP - E. JONES 10/13/95."
Remarks:	"GUNHILL BUS DEPO IS WHERE THE SPILL OCCURRED PIPE BROKE CAUSING THE SPILL . THE SPILL WAS DETERMINED TO BE UNDER 10 GALLONS "

All Materials:

Site ID:	177782
Operable Unit ID:	1018917
Operable Unit:	01
Material ID:	362589
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	10.00
Units:	G
Recovered:	.00
Resource Affected:	Soil
Oxygenate:	Not reported

A3 **MANHOLE 29257** **NY Spills** **S106721515**
BARTOW AVE ELI AV **N/A**
< 1/8 **BRONX, NY**
1 ft.

Site 3 of 11 in cluster A

Relative: Higher
Actual: 19 ft.

SPILLS:

Name:	MANHOLE 29257
Address:	BARTOW AVE ELI AV
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	0408408 / 2005-01-13
Facility ID:	0408408
Facility Type:	ER
DER Facility ID:	268485
Site ID:	333236
DEC Region:	2
Spill Cause:	Unknown
Spill Class:	C3
SWIS:	0301
Spill Date:	2004-10-29
Investigator:	GDBREEN
Referred To:	Not reported
Reported to Dept:	2004-10-30
CID:	38
Water Affected:	Not reported
Spill Source:	Unknown
Spill Notifier:	Responsible Party
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0

MANHOLE 29257 (Continued) **S106721515**

Date Entered In Computer:	2004-11-02
Spill Record Last Update:	2005-01-13
Spiller Name:	Not reported
Spiller Company:	Not reported
Spiller Address:	Not reported
Spiller Company:	001
Contact Name:	ERT DESK
DEC Memo:	"Const. Mgmt. Supervisor D. Solis reports finding 1 pt. of unknown oil on 500 gallons of water in MH 29257. No smoke or fire is/was involved. No sewers, waterways or private property affected. Env. tag 40610 placed in structure and chain of custody DD09971 tracking a PCB and oil ID sample. Spill being tracked as a 24 hour DeMinimis. 30-Oct-2004 11:45 hrs. Lab Sequence Number: 04-08933-001 - PCBs < 1 ppm. 24 hour Underground Spill is being changed to Reportable because there is a water problem, due to NYC water main break. Astoria CFS cannot support the job with any more tankers. The Astoria Processing Plant is OFF-LINE and cannot accept any more product from this site. Clean Venture Environmental crew has 2 FRAK BOXES on site. They are both full and must be off-loaded before they are able to be moved. 09-Nov-2004 16:22 hrs. Frak tanks dewatered by CFS <50 Silver Bullet. Sandy grit left in bottom and Clean Ventures to clean when they return to there facility, considered washed with over 50,000 gallons passing through both manhole and frak tanks. MH cleaned with high pressure- high volume pumping action. Still makes water. Close out, manhole clean. Chip Hedeman spoke to Jane Oconnell DEC for prior approval, approved close out."
Remarks:	"1 PINT OF UNKNOWN OIL ON TOP OF 500 GALLONS OF WATER CONTAINED TO MANHOLE. LAB RESULTS REVEAL LESS THAN 1 PPM AND CON ED REF # 156029."

All Materials:

Site ID:	333236
Operable Unit ID:	1095405
Operable Unit:	01
Material ID:	575544
Material Code:	0066A
Material Name:	unknown petroleum
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	1.00
Units:	G
Recovered:	.00
Resource Affected:	Soil
Oxygenate:	Not reported

A4 **GUN HILL BUS DEPOT** **NY Spills** **S118705733**
1900 BARTOW AVE **N/A**
< 1/8 **BRONX, NY**
1 ft.

Site 4 of 11 in cluster A

Relative: SPILLS:
Higher

Actual:
18 ft.

Name:	GUN HILL BUS DEPOT
Address:	1900 BARTOW AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	1602773 / Not Reported
Facility ID:	1602773
Facility Type:	ER
DER Facility ID:	483318
Site ID:	529192
DEC Region:	2
Spill Cause:	Unknown
Spill Class:	C4
SWIS:	0301
Spill Date:	2016-06-20
Investigator:	VXBREVDO
Referred To:	Not reported
Reported to Dept:	2016-06-20
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Commercial/Industrial
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	1
Date Entered In Computer:	2016-06-20
Spill Record Last Update:	2022-03-14
Spiller Name:	GREGORY MATHELIER
Spiller Company:	NYC TRANSIT
Spiller Address:	Not reported
Spiller Company:	999
Contact Name:	FRENGES GREY
DEC Memo:	"6/20/2016: Rashad Spoke to MTA transit, during routine well monitoring they found product in well 30 and 31. They pumped out about 10 gallons of liquid and are still investigating to see if its part of existing plume (spill 9000631) or if its from a different source. He gave me Gregory Mathelier's phone number 718-613-0029, cell: 646-879-1970. Contacts for consultant Dvirka and Bartilucci are Matt DeVinney, or Stephen Taus: 516-364-9890. Called Greg and left message. Spoke to Matt, he said the product they found was consistent with what they have been remediating on site. The amount recovered was not a measurable amount and not enough to do a fingerprint analysis it was also described as a small coating on probe. Greg called back and said he believes this spill might not be related to previous spill 9000631 and they will be doing tightness testing and further investigation. After discussion with Raphael, who is case manager for

GUN HILL BUS DEPOT (Continued) **S118705733**

spill 9000631, spill will be
transferred to him for follow up. 6/23/16 - Raphael Ketani. Ms.
Cadecia Josephs, geologist with the
NYCT CPM/UST and Remediation Division [(718)
613-0296/cadecia.josephs@nyct.com] called to say that
they had found thick product on 6/16/16 in well MW-30 and thick
product in wells in the vicinity of
the waste oil UST. She explained that waste oil from the buses was
disposed of by dumping it down a
grid which is connected to pipes that feed the oil to the waste oil
UST. Ms. Josephs asked what
they should do at this point regarding the spill. I told her to have
the entire waste oil UST
system integrity tested. If they should find that it fails, then they
must do isolation tests for
each part of the system (i.e. test the fill pipes, the tank by itself,
etc.). She said that the
NYCT will do this. May 1, 2018 - V. Brevdo Due to Project Manager
Raphael Ketani's retirement on
April 27, 2018, Vadim Brevdo became new project manager for this spill
case effective April 30,
2018. VB March 16, 2022 - V. Brevdo MTA-NYCT Gun Hill Bus Depot, 1900
Bartow Avenue, Bronx (Spill
Nos. 9000631, 0130050, 1602773) This site is an active bus depot and
maintenance facility located
in a mixed commercial residential area. In 1990, the diesel fuel
leaked from the UST system. In
1996 evidence of petroleum contamination was discovered during UST
closure investigation. In 2016,
free phase petroleum product was detected in two monitoring wells near
the aforementioned waste oil
UST. Remedial activities at the site included installation and
operation of two-well pump and treat
system, vacuum-enhanced fluid recovery via vac truck and manually
operated portable petroleum
recovery pump, in-situ bioremediation, and manual product recovery via
bailing and oil-absorbent
socks. Remedial activities recovered 115,085 gallons of product. No
free product had been detected
since 2017; however, trace thickness of product is observed
infrequently in monitoring well W-13.
On March 14, 2022, MTA-NYCT and AECOM submitted a Post-Remediation
Confirmatory Sampling Work Plan.
The plan proposes sixteen soil borings at locations within the former
limits of the free product
plume. Four of the sixteen borings will be advanced in the area of
well W-13 to delineate free
product, if present. MTA-NYCT and AECOM are evaluating excavation
and/or in-situ surfactant
flushing in well W-13 area as possible remedial approaches. Each soil
boring will be advanced by
hand to a minimum of six feet below ground to identify and avoid
damaging utilities and structures.
The remaining portion of each soil boring will be advanced to fifteen
feet below grade using drill
rig with direct-push and hollow stem auger drilling methods. Soil
samples will be collected and

GUN HILL BUS DEPOT (Continued) **S118705733**

analyzed for VOCs and SVOC, inspected for evidence of staining and petroleum odors and screened
with a PID. The work plan includes activities to assess the potential for soil vapor intrusion.
NYCT-AECOM anticipate that the fieldwork will commence in April 2022, with a summary report
submitted to DEC in July 2022. DEC approved the Post-Remedial Confirmatory Sampling Work Plan on
March 16, 2022. VB"

Remarks: "monitoring wells #30 and 31 on property - pumped out 10 gallons - cleanup and investigation ongoing"

All Materials:

Site ID:	529192
Operable Unit ID:	1278029
Operable Unit:	01
Material ID:	2282903
Material Code:	0066A
Material Name:	unknown petroleum
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	Not reported
Units:	Not reported
Recovered:	Not reported
Resource Affected:	Groundwater
Oxygenate:	Not reported

A5 **TOYS R US** **NY Spills** **S102446578**
1880 BARTOW AVE **N/A**
< 1/8 **BRONX, NY**
1 ft.

Site 5 of 11 in cluster A

Relative: Higher
Actual: 18 ft.

SPILLS:

Name:	TOYS R US
Address:	1880 BARTOW AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	9610018 / 1996-11-13
Facility ID:	9610018
Facility Type:	ER
DER Facility ID:	257947
Site ID:	320166
DEC Region:	2
Spill Cause:	Human Error
Spill Class:	D4
SWIS:	0301
Spill Date:	1996-11-11
Investigator:	TOMASELLO
Referred To:	Not reported
Reported to Dept:	1996-11-11
CID:	312
Water Affected:	Not reported
Spill Source:	Commercial/Industrial
Spill Notifier:	Fire Department
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported

TOYS R US (Continued) **S102446578**

Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	1996-11-11
Spill Record Last Update:	1996-12-03
Spiller Name:	MGR
Spiller Company:	TOYS R US
Spiller Address:	1880 BARTOW AVE
Spiller Company:	001
Contact Name:	MGR
DEC Memo:	""
Remarks:	"employees forgot to put caps back on the pits - store basement was filling with sewer gas"

All Materials:

Site ID:	320166
Operable Unit ID:	1041504
Operable Unit:	01
Material ID:	342227
Material Code:	0062A
Material Name:	raw sewage
Case No.:	Not reported
Material FA:	Other
Quantity:	.00
Units:	G
Recovered:	.00
Resource Affected:	Air
Oxygenate:	Not reported

B6 **MTA GUN HILL BUS COMPLEX AND ADJ. LOTS** **NY SHWS** **S105972438**
LOTS BOUNDED BY GUN HILL ROAD, BARTOW AVENUE **N/A**
< 1/8 **BRONX, NY 10469**
1 ft.

Site 1 of 3 in cluster B

Relative: Higher
Actual: 7 ft.

SHWS:

Name:	MTA GUN HILL BUS COMPLEX AND ADJ. LOTS
Address:	LOTS BOUNDED BY GUN HILL ROAD, BARTOW AVENUE
City,State,Zip:	BRONX, NY 10469
Program:	HW
Site Code:	58882
Classification:	N
Region:	2
Acres:	28.000
HW Code:	203002
Record Add:	11/18/1999
Record Upd:	12/16/2003
Updated By:	kstang
Site Description:	"Prior to condemnation and MTA ownership, the site was vacant and had several private owners. Located in a remote area, it was often used as a dump for rubbish. MTA prepared a site contamination study that was issued in July of 1982. This study, on behalf of UMTA, included an environmental assessment that indicated no source of pollutants other than what would be expected from a site such as this. Subsequent to this report and UMTA hearings (NEPA),NYSDEC received affidavits indicating that hazardous waste was dumped at two specific locations. Further investigation by MTA revealed no significant

MTA GUN HILL BUS COMPLEX AND ADJ. LOTS (Continued) **S105972438**

environmental contamination. A contingency plan for monitoring air and water during construction was approved by the Department during 1985. Investigations have shown no hazardous waste disposal in the suspected areas during the construction of the first building. A Phase II has been completed for a portion of the site. Soil samples taken by NYSDEC staff in November,1992 and analyzed for VOCs and EP/TOX, revealed no significant contamination in the soil."

Env Problem:	""
Health Problem:	""
Dump:	Not reported
Structure:	Not reported
Lagoon:	Not reported
Landfill:	Not reported
Pond:	Not reported
Disp Start:	Not reported
Disp Term:	Not reported
Lat/Long:	Not reported
Dell:	Not reported
Record Add:	Not reported
Record Upd:	Not reported
Updated By:	Not reported
Own Op:	1
Sub Type:	ZZZ
Owner Name:	Not reported
Owner Company:	*** MULTIPLE OWNERS ***
Owner Address:	370 JAY STREET
Owner Addr2:	Not reported
Owner City,St,Zip:	BROOKLYN, NY 11201
Owner Country:	United States of America
Own Op:	3
Sub Type:	NNN
Owner Name:	Not reported
Owner Company:	MULTIPLE OWNERS
Owner Address:	Not reported
Owner Addr2:	Not reported
Owner City,St,Zip:	NY
Owner Country:	Unknown
Own Op:	4
Sub Type:	ZZZ
Owner Name:	Not reported
Owner Company:	NYC Mass Transit Authority
Owner Address:	Not reported
Owner Addr2:	Not reported
Owner City,St,Zip:	ZZ
Owner Country:	United States of America
Own Op:	1
Sub Type:	ZZZ
Owner Name:	Not reported
Owner Company:	NYC Mass Transit Authority
Owner Address:	370 JAY STREET
Owner Addr2:	Not reported
Owner City,St,Zip:	BROOKLYN, NY 11201
Owner Country:	United States of America
HW Code:	Not reported
Waste Type:	Not reported
Waste Quantity:	Not reported
Waste Code:	Not reported

MTA GUN HILL BUS COMPLEX AND ADJ. LOTS (Continued) **S105972438**

Crossref ID: Not reported
Cross Ref Type Code: Not reported
Cross Ref Type: Not reported
Record Added Date: Not reported
Record Updated: Not reported
Updated By: Not reported

B7 **1824 ALLERTON AVENUE** **US BROWNFIELDS** **1018119724**
SSE **1824 ALLERTON AVENUE** **N/A**
< 1/8 **BRONX, NY 10469**
0.006 mi.
33 ft. **Site 2 of 3 in cluster B**

Relative:
Higher

Actual:
7 ft.

US BROWNFIELDS:

Name:	1824 ALLERTON AVENUE
Address:	1824 ALLERTON AVENUE
City,State,Zip:	BRONX, NY 10469
Recipient Name:	New York, City of
Grant Type:	Assessment
Property Number:	Block 3765, Lot 03
Parcel size:	14.7
Latitude:	40.865668
Longitude:	-73.832972
HCM Label:	Address Matching-House Number
Map Scale:	-
Point of Reference:	Entrance Point of a Facility or Station
Highlights:	Former Use: Recreation center
Datum:	North American Datum of 1983
Acres Property ID:	151023
IC Data Access:	-
Start Date:	-
Redev Completition Date:	-
Completed Date:	-
Acres Cleaned Up:	-
Cleanup Funding:	-
Cleanup Funding Source:	-
Assessment Funding:	4500
Assessment Funding Source:	EPA
Redevelopment Funding:	-
Redev. Funding Source:	-
Redev. Funding Entity Name:	-
Redevelopment Start Date:	-
Assessment Funding Entity:	US EPA - Brownfields Assessment Cooperative Agreement
Cleanup Funding Entity:	-
Grant Type:	Hazardous
Accomplishment Type:	Phase I Environmental Assessment
Accomplishment Count:	Y
Cooperative Agreement Number:	97257906
Start Date:	3/7/2012
Ownership Entity:	Government
Completion Date:	4/27/2012
Current Owner:	City of New York
Did Owner Change:	N
Cleanup Required:	U
Video Available:	N
Photo Available:	Y
Institutional Controls Required:	U
IC Category Proprietary Controls:	-

1824 ALLERTON AVENUE (Continued) **1018119724**

IC Cat. Info. Devices:	-
IC Cat. Gov. Controls:	-
IC Cat. Enforcement Permit Tools:	-
IC in place date:	-
IC in place:	-
State/tribal program date:	-
State/tribal program ID:	-
State/tribal NFA date:	-
Air cleaned:	-
Asbestos found:	-
Asbestos cleaned:	-
Controled substance found:	-
Controled substance cleaned:	-
Drinking water affected:	-
Drinking water cleaned:	-
Groundwater affected:	-
Groundwater cleaned:	-
Lead contaminant found:	-
Lead cleaned up:	-
No media affected:	-
Unknown media affected:	Y
Other cleaned up:	-
Other metals found:	-
Other metals cleaned:	-
Other contaminants found:	-
Other contams found description:	-
PAHs found:	-
PAHs cleaned up:	-
PCBs found:	-
PCBs cleaned up:	-
Petro products found:	-
Petro products cleaned:	-
Sediments found:	-
Sediments cleaned:	-
Soil affected:	-
Soil cleaned up:	-
Surface water cleaned:	-
VOCs found:	-
VOCs cleaned:	-
Cleanup other description:	-
Num. of cleanup and re-dev. jobs:	-
Past use greenspace acreage:	-
Past use residential acreage:	-
Surface Water:	-
Past use commercial acreage:	-
Past use industrial acreage:	-
Future use greenspace acreage:	-
Future use residential acreage:	-
Future use commercial acreage:	-
Future use industrial acreage:	-
Superfund Fed. landowner flag:	-
Arsenic cleaned up:	-
Cadmium cleaned up:	-
Chromium cleaned up:	-
Copper cleaned up:	-
Iron cleaned up:	-
mercury cleaned up:	-

1824 ALLERTON AVENUE (Continued) **1018119724**

Nickel Cleaned Up:	-
No clean up:	-
Pesticides cleaned up:	-
Selenium cleaned up:	-
SVOCs cleaned up:	-
Unknown clean up:	-
Arsenic contaminant found:	-
Cadmium contaminant found:	-
Chromium contaminant found:	-
Copper contaminant found:	-
Iron contaminant found:	-
Mercury contaminant found:	-
Nickel contaminant found:	-
No contaminant found:	-
Pesticides contaminant found:	-
Selenium contaminant found:	-
SVOCs contaminant found:	-
Unknown contaminant found:	-
Future Use: Multistory	-
Media affected Bluiding Material:	-
Media affected indoor air:	-
Building material media cleaned up:	-
Indoor air media cleaned up:	-
Unknown media cleaned up:	-
Past Use: Multistory	-
Property Description:	Recreation center
Below Poverty Number:	1025
Below Poverty Percent:	6.75
Meidan Income:	25286
Meidan Income Number:	3404
Meidan Income Percent:	22.42
Vacant Housing Number:	324
Vacant Housing Percent:	5.7
Unemployed Number:	564
Unemployed Percent:	3.71

C8 **FRONT OF** **NY Spills** **S106016458**
WNW **1805 BARTOW AVE** **N/A**
< 1/8 **BRONX, NY**
0.015 mi.
79 ft. **Site 1 of 4 in cluster C**

Relative: **Higher**

Actual: **31 ft.**

SPILLS:

Name:	FRONT OF
Address:	1805 BARTOW AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	0304345 / 2003-08-27
Facility ID:	0304345
Facility Type:	ER
DER Facility ID:	167326
Site ID:	201100
DEC Region:	2
Spill Cause:	Equipment Failure
Spill Class:	C4
SWIS:	0301
Spill Date:	2003-07-24
Investigator:	AERODRIG
Referred To:	Not reported

FRONT OF (Continued) **S106016458**

Reported to Dept:	2003-07-24
CID:	257
Water Affected:	Not reported
Spill Source:	Commercial/Industrial
Spill Notifier:	Responsible Party
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2003-07-24
Spill Record Last Update:	2003-08-27
Spiller Name:	CALLER
Spiller Company:	CON ED
Spiller Address:	4 IRVING PLACE
Spiller Company:	001
Contact Name:	ANDREW MORRIS
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was RODRIGUEZ E2MIS 149470 24-July-2003 @ 12:48 hrs. Overhead Troubleshooter Nestor Ramos, #19027 found a 1 quart dry dielectric fluid stain on asphalt and sidewalk under an aerial joint. The joint is not leaking at this time. No sewers, waterways or private property affected. No smoke or fire is/was involved. No injuries reported at this location. The weather did not contribute to the hazard of the spill. Cleanup in progress and a crew has been assigned to wrap the joint. 25-July-2003 @ 16:20 hrs. Emergency Troubleshooter HV James Graves, #19051 reports that he wrapped the joint and cleaned the cables and the affected part of the pole. Mr. Graves also cleaned the affected area of asphalt and concrete using degreaser to double washed the area assuming 50-499 ppm pcb. One bag of haz waste was generated and will be brought to the Van Nest S.C. for proper disposal in the haz waste drum. Clean up completed. Jerry McCarthy, #79359 Note: the above entry date is incorrect it should have been 24-July-2003 (not 25-July-2003)."
Remarks:	"defective joint - cleanup taking place now - ref #149470"

All Materials:

Site ID:	201100
Operable Unit ID:	872601
Operable Unit:	01
Material ID:	505197
Material Code:	0541A
Material Name:	dielectric fluid
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	1.00
Units:	G
Recovered:	1.00
Resource Affected:	Soil
Oxygenate:	Not reported

B9 **MTA GUN HILL BUS COMPLEX** **NY HSWDS** **S108146551**
SSE **U** **N/A**
< 1/8 **BRONX, NY**
0.016 mi.
87 ft. **Site 3 of 3 in cluster B**

Relative:
Higher

Actual:
7 ft.

HSWDS:

Facility ID:	Not reported
Region:	2
Facility Status:	None
Owner Type:	Municipal
Owner:	NYC Transit Authority
Owner Address:	370 Jay St
Owner Phone:	718-330-4891
Operator Type:	Same
Operator:	Same
Operator:	Same
Operator Phone:	Same
EPA ID:	None
Registry:	D
Registry Site ID:	203002
RCRA Permitted:	Unknown
Site Code:	Industrial Site
Owner City State:	Brooklyn, NY 11201
Operator City State:	Not reported
Quadrange:	Flushing
Latitude:	40 51’56.8
Longitude:	73 50’3.3"
Acres:	28.00
Operator Date:	Unknown
Close Date:	Unknown
Completed:	PSA
Active:	Not reported
PCB’s Disposed:	No
Pesticides Disposed:	No
Metals Disposed:	No
Asbestos Disposed:	No
Volatile Organic Compounds Disposed:	No
Semi Volatile Organic Compounds Disposed:	No
Analytical Info Exists for Air:	Air
Analytical Info Exists for Ground:	Groundwater
Analytical Info Exists for Surface:	Not reported
Analytical Info Exists for Sediments:	Not reported
Analytical Info Exists for Surface:	Surface Soil
Analytical Info Exists for Substance:	Not reported
Analytical Info Exists for Waste:	Not reported
Analytical Info Exists for Leachate:	Not reported
Analytical Info Exists for EP Toxicity:	EPTox
Analytical Info Exists for TCLP:	Not reported
Threat to Environment/Public Health:	Unknown
Surface Water Contamination:	No
Surface Water Body Class:	SB
Groundwater Contamination:	No
Groundwater Classification:	Unknown
Drinking Water Contamination:	No
Drinking Water Supply is Active:	Unknown
Any Known Fish or Wildlife:	No
Hazardous Exposure:	No
Site Has Controlled Acess:	Yes

MTA GUN HILL BUS COMPLEX (Continued) **S108146551**

Ambient Air Contamination:	No
Direct Contact:	No
EPA Hazardous Ranking System Score:	Unknown
Inventory:	F
Nefrap:	Not reported
Mailing:	Not reported
Tax Map No:	Not reported
Qualify:	0
Next Action:	Not reported
Agencies:	Not reported
Air:	Not reported
Building:	Not reported
Site Desc:	Not reported
Drink:	Not reported
Eptox:	Not reported
Fish:	Not reported
Ground:	Not reported
Ground Desc:	Not reported
Hazardous Threat:	Not reported
Haz Threat Desc:	Not reported
Leachate:	Not reported
Preparer:	Not reported
Sediment:	Not reported
Soil:	Not reported
Surface:	Not reported
Status:	Not reported
Surface Soil:	Not reported
Surface:	Not reported
TCLP:	Not reported
Waste:	Not reported

A10
NNE
< 1/8
0.032 mi.
167 ft.

Relative: Higher

Actual: 10 ft.

NYCTA - GUN HILL DEPOT **RCRA-SQG** **1000554336**
1910 BARTOW AVENUE **ICIS** **NYD986967974**
BRONX, NY 10469 **US AIRS**
FINDS
Site 6 of 11 in cluster A **ECHO**
RI MANIFEST
NJ MANIFEST

RCRA Listings:

Date Form Received by Agency:		20220809
Handler Name:	NYCTA - GUN HILL DEPOT	
Handler Address:		1910 BARTOW AVE
Handler City,State,Zip:		BRONX, NY 10461
EPA ID:		NYD986967974
Contact Name:		DOREEN RAMIREZ-CARLSON
Contact Address:		BROADWAY 27TH FL A27.63
Contact City,State,Zip:		NEW YORK, NY 10004
Contact Telephone:		646-252-5777
Contact Fax:		Not reported
Contact Email:		ENVIRONMENTALPROTECTIONNYCT@NYCT.COM
Contact Title:		SYSTEM SAFETY EP MANAGER
EPA Region:		02
Land Type:		State
Federal Waste Generator Description:		Small Quantity Generator
Non-Notifier:		Not reported
Biennial Report Cycle:		Not reported
Accessibility:		Not reported

NYCTA - GUN HILL DEPOT (Continued) **1000554336**

Active Site Indicator:		Handler Activities
State District Owner:		NY
State District:		NYSDEC R2
Mailing Address:		BROADWAY 27TH FL A27.63
Mailing City,State,Zip:		NEW YORK, NY 10004
Owner Name:	NEW YORK CITY TRANSIT	
Owner Type:		State
Operator Name:	NEW YORK CITY TRANSIT	
Operator Type:		State
Short-Term Generator Activity:		Yes
Importer Activity:		No
Mixed Waste Generator:		No
Transporter Activity:		No
Transfer Facility Activity:		No
Recycler Activity with Storage:		No
Small Quantity On-Site Burner Exemption:		No
Smelting Melting and Refining Furnace Exemption:		No
Underground Injection Control:		No
Off-Site Waste Receipt:		No
Universal Waste Indicator:		No
Universal Waste Destination Facility:		No
Federal Universal Waste:		No
Active Site Fed-Reg Treatment Storage and Disposal Facility:		Not reported
Active Site Converter Treatment storage and Disposal Facility:		Not reported
Active Site State-Reg Treatment Storage and Disposal Facility:		Not reported
Active Site State-Reg Handler:		---
Federal Facility Indicator:		Not reported
Hazardous Secondary Material Indicator:		N
Sub-Part K Indicator:		Not reported
Commercial TSD Indicator:		No
Treatment Storage and Disposal Type:		Not reported
2018 GPRA Permit Baseline:		Not on the Baseline
2018 GPRA Renewals Baseline:		Not on the Baseline
Permit Renewals Workload Universe:		Not reported
Permit Workload Universe:		Not reported
Permit Progress Universe:		Not reported
Post-Closure Workload Universe:		Not reported
Closure Workload Universe:		Not reported
202 GPRA Corrective Action Baseline:		No
Corrective Action Workload Universe:		No
Subject to Corrective Action Universe:		No
Non-TSDFs Where RCRA CA has Been Imposed Universe:		No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:		No
TSDFs Only Subject to CA under Discretionary Auth Universe:		No
Corrective Action Priority Ranking:		No NCAPS ranking
Environmental Control Indicator:		No
Institutional Control Indicator:		No
Human Exposure Controls Indicator:		N/A
Groundwater Controls Indicator:		N/A
Operating TSDF Universe:		Not reported
Full Enforcement Universe:		Not reported
Significant Non-Complier Universe:		No
Unaddressed Significant Non-Complier Universe:		No
Addressed Significant Non-Complier Universe:		No
Significant Non-Complier With a Compliance Schedule Universe:		No
Financial Assurance Required:	Not reported	
Handler Date of Last Change:		20220809

NYCTA - GUN HILL DEPOT (Continued) **1000554336**

Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No
Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	No
Manifest Broker:	No
Sub-Part P Indicator:	No

Biennial: List of Years
Year: 2015

Click Here for Biennial Reporting System Data:

Hazardous Waste Summary:
Waste Code: D001
Waste Description: IGNITABLE WASTE

Waste Code: D002
Waste Description: CORROSIVE WASTE

Waste Code: D007
Waste Description: CHROMIUM

Waste Code: D008
Waste Description: LEAD

Waste Code: D018
Waste Description: BENZENE

Handler - Owner Operator:

Owner/Operator Indicator:	Owner
Owner/Operator Name: NEW YORK CITY TRANSIT	
Legal Status:	State
Date Became Current:	19320101
Date Ended Current:	Not reported
Owner/Operator Address:	2 BROADWAY
Owner/Operator City,State,Zip:	NEW YORK, NY 10004
Owner/Operator Telephone:	646-252-5777
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Owner/Operator Indicator:	Owner
Owner/Operator Name: NYC TRANSIT AUTH	
Legal Status:	County
Date Became Current:	Not reported
Date Ended Current:	Not reported
Owner/Operator Address:	370 JAY ST
Owner/Operator City,State,Zip:	BROOKLYN, NY 11201
Owner/Operator Telephone:	718-330-4581
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Owner/Operator Indicator:	Operator
Owner/Operator Name: NEW YORK CITY TRANSIT	

NYCTA - GUN HILL DEPOT (Continued) **1000554336**

Legal Status:	State
Date Became Current:	19320101
Date Ended Current:	Not reported
Owner/Operator Address:	2 BROADWAY 27TH FL
Owner/Operator City,State,Zip:	NEW YORK, NY 10004
Owner/Operator Telephone:	Not reported
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported
Owner/Operator Indicator:	Owner
Owner/Operator Name: NEW YORK CITY TRANSIT	
Legal Status:	State
Date Became Current:	19320101
Date Ended Current:	Not reported
Owner/Operator Address:	2 BROADWAY 27TH FL
Owner/Operator City,State,Zip:	NEW YORK, NY 10004
Owner/Operator Telephone:	646-252-5777
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported
Owner/Operator Indicator:	Operator
Owner/Operator Name: NEW YORK CITY TRANSIT	
Legal Status:	State
Date Became Current:	19320101
Date Ended Current:	Not reported
Owner/Operator Address:	2 BROADWAY
Owner/Operator City,State,Zip:	NEW YORK, NY 10004
Owner/Operator Telephone:	Not reported
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported
Owner/Operator Indicator:	Operator
Owner/Operator Name: NYC TRANSIT AUTH	
Legal Status:	County
Date Became Current:	Not reported
Date Ended Current:	Not reported
Owner/Operator Address:	370 JAY ST
Owner/Operator City,State,Zip:	BROOKLYN, NY 11201
Owner/Operator Telephone:	718-330-4581
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported
Owner/Operator Indicator:	Operator
Owner/Operator Name: NEW YORK CITY TRANSIT	
Legal Status:	State
Date Became Current:	19320101
Date Ended Current:	Not reported
Owner/Operator Address:	2 BROADWAY
Owner/Operator City,State,Zip:	NEW YORK, NY 10004
Owner/Operator Telephone:	Not reported
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

NYCTA - GUN HILL DEPOT (Continued) **1000554336**

Owner/Operator Indicator: Owner
Owner/Operator Name: NEW YORK CITY TRANSIT
Legal Status: State
Date Became Current: 19320101
Date Ended Current: Not reported
Owner/Operator Address: 2 BROADWAY
Owner/Operator City,State,Zip: NEW YORK, NY 10004
Owner/Operator Telephone: 646-252-5777
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner
Owner/Operator Name: NEW YORK CITY TRANSIT
Legal Status: State
Date Became Current: 19320101
Date Ended Current: Not reported
Owner/Operator Address: 2 BROADWAY 27TH FL
Owner/Operator City,State,Zip: NEW YORK, NY 10004
Owner/Operator Telephone: 646-252-5777
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Operator
Owner/Operator Name: NEW YORK CITY TRANSIT
Legal Status: State
Date Became Current: 19320101
Date Ended Current: Not reported
Owner/Operator Address: 2 BROADWAY 27TH FL
Owner/Operator City,State,Zip: NEW YORK, NY 10004
Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner
Owner/Operator Name: NYC TRANSIT AUTH
Legal Status: County
Date Became Current: Not reported
Date Ended Current: Not reported
Owner/Operator Address: 370 JAY ST
Owner/Operator City,State,Zip: BROOKLYN, NY 11201
Owner/Operator Telephone: 718-330-4581
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Historic Generators:
Receive Date: 20160302
Handler Name: NYCT GUN HILL DEPOT
Federal Waste Generator Description: Large Quantity Generator
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No

NYCTA - GUN HILL DEPOT (Continued) **1000554336**

Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 20210225
Handler Name: NYCTA - GUN HILL DEPOT
Federal Waste Generator Description: Large Quantity Generator
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: No
Electronic Manifest Broker: No

Receive Date: 19990708
Handler Name: NYCTA - GUN HILL DEPOT
Federal Waste Generator Description: Not a generator, verified
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 20060101
Handler Name: NYCTA - GUN HILL DEPOT
Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 20070101
Handler Name: NYCTA - GUN HILL DEPOT
Federal Waste Generator Description: Small Quantity Generator
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

NYCTA - GUN HILL DEPOT (Continued) **1000554336**

Receive Date:	19910820
Handler Name: NYCTA - GUN HILL DEPOT	
Federal Waste Generator Description:	Small Quantity Generator
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

Receive Date:	20210823
Handler Name: NYCTA - GUN HILL DEPOT	
Federal Waste Generator Description:	Small Quantity Generator
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	No
Electronic Manifest Broker:	No

Receive Date:	20220809
Handler Name: NYCTA - GUN HILL DEPOT	
Federal Waste Generator Description:	Small Quantity Generator
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	Yes
Non Storage Recycler Activity:	No
Electronic Manifest Broker:	No

Receive Date:	19920214
Handler Name: NYCTA	
Federal Waste Generator Description:	Large Quantity Generator
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

Receive Date:	19940330
Handler Name: NYCTA	
Federal Waste Generator Description:	Large Quantity Generator
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No

NYCTA - GUN HILL DEPOT (Continued) **1000554336**

Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

List of NAICS Codes and Descriptions:

NAICS Code:	485111
NAICS Description:	MIXED MODE TRANSIT SYSTEMS
NAICS Code:	485999
NAICS Description:	ALL OTHER TRANSIT AND GROUND PASSENGER TRANSPORTATION
NAICS Code:	561599
NAICS Description:	ALL OTHER TRAVEL ARRANGEMENT AND RESERVATION SERVICES

Facility Has Received Notices of Violation:

Found Violation:	Yes
Agency Which Determined Violation:	State
Violation Short Description:	Universal Waste - Small Quantity Handlers
Date Violation was Determined:	20160526
Actual Return to Compliance Date:	20160812
Return to Compliance Qualifier:	Documented
Violation Responsible Agency:	State
Scheduled Compliance Date:	Not reported
Enforcement Identifier:	001
Date of Enforcement Action:	20160708
Enforcement Responsible Agency:	State
Enforcement Docket Number:	Not reported
Enforcement Attorney:	Not reported
Corrective Action Component:	No
Appeal Initiated Date:	Not reported
Appeal Resolution Date:	Not reported
Disposition Status Date:	Not reported
Disposition Status:	Not reported
Disposition Status Description:	Not reported
Consent/Final Order Sequence Number:	Not reported
Consent/Final Order Respondent Name:	Not reported
Consent/Final Order Lead Agency:	Not reported
Enforcement Type:	WRITTEN INFORMAL
Enforcement Responsible Person:	NYSC
Enforcement Responsible Sub-Organization:	R2
SEP Sequence Number:	Not reported
SEP Expenditure Amount:	Not reported
SEP Scheduled Completion Date:	Not reported
SEP Actual Date:	Not reported
SEP Defaulted Date:	Not reported
SEP Type:	Not reported
SEP Type Description:	Not reported
Proposed Amount:	Not reported
Final Monetary Amount:	Not reported
Paid Amount:	Not reported
Final Count:	Not reported
Final Amount:	Not reported

NYCTA - GUN HILL DEPOT (Continued) **1000554336**

Found Violation:	Yes
Agency Which Determined Violation:	State
Violation Short Description:	Universal Waste - Small Quantity Handlers
Date Violation was Determined:	20160526
Actual Return to Compliance Date:	20160812
Return to Compliance Qualifier:	Documented
Violation Responsible Agency:	State
Scheduled Compliance Date:	Not reported
Enforcement Identifier:	001
Date of Enforcement Action:	20160708
Enforcement Responsible Agency:	State
Enforcement Docket Number:	Not reported
Enforcement Attorney:	Not reported
Corrective Action Component:	No
Appeal Initiated Date:	Not reported
Appeal Resolution Date:	Not reported
Disposition Status Date:	Not reported
Disposition Status:	Not reported
Disposition Status Description:	Not reported
Consent/Final Order Sequence Number:	Not reported
Consent/Final Order Respondent Name:	Not reported
Consent/Final Order Lead Agency:	Not reported
Enforcement Type:	WRITTEN INFORMAL
Enforcement Responsible Person:	NYSC
Enforcement Responsible Sub-Organization:	R2
SEP Sequence Number:	Not reported
SEP Expenditure Amount:	Not reported
SEP Scheduled Completion Date:	Not reported
SEP Actual Date:	Not reported
SEP Defaulted Date:	Not reported
SEP Type:	Not reported
SEP Type Description:	Not reported
Proposed Amount:	Not reported
Final Monetary Amount:	Not reported
Paid Amount:	Not reported
Final Count:	Not reported
Final Amount:	Not reported

Found Violation:	Yes
Agency Which Determined Violation:	EPA
Violation Short Description:	Generators - General
Date Violation was Determined:	20020906
Actual Return to Compliance Date:	20030305
Return to Compliance Qualifier:	Documented
Violation Responsible Agency:	EPA
Scheduled Compliance Date:	Not reported
Enforcement Identifier:	001
Date of Enforcement Action:	20030205
Enforcement Responsible Agency:	EPA
Enforcement Docket Number:	Not reported
Enforcement Attorney:	Not reported
Corrective Action Component:	No
Appeal Initiated Date:	Not reported
Appeal Resolution Date:	Not reported
Disposition Status Date:	Not reported
Disposition Status:	Not reported
Disposition Status Description:	Not reported

NYCTA - GUN HILL DEPOT (Continued) **1000554336**

Consent/Final Order Sequence Number: Not reported
Consent/Final Order Respondent Name: Not reported
Consent/Final Order Lead Agency: Not reported
Enforcement Type: WRITTEN INFORMAL
Enforcement Responsible Person: R2AHJ
Enforcement Responsible Sub-Organization: RCB
SEP Sequence Number: Not reported
SEP Expenditure Amount: Not reported
SEP Scheduled Completion Date: Not reported
SEP Actual Date: Not reported
SEP Defaulted Date: Not reported
SEP Type: Not reported
SEP Type Description: Not reported
Proposed Amount: Not reported
Final Monetary Amount: Not reported
Paid Amount: Not reported
Final Count: Not reported
Final Amount: Not reported

Found Violation: Yes
Agency Which Determined Violation: State
Violation Short Description: TSD IS-Preparedness and Prevention
Date Violation was Determined: 20160526
Actual Return to Compliance Date: 20160812
Return to Compliance Qualifier: Documented
Violation Responsible Agency: State
Scheduled Compliance Date: Not reported
Enforcement Identifier: 001
Date of Enforcement Action: 20160708
Enforcement Responsible Agency: State
Enforcement Docket Number: Not reported
Enforcement Attorney: Not reported
Corrective Action Component: No
Appeal Initiated Date: Not reported
Appeal Resolution Date: Not reported
Disposition Status Date: Not reported
Disposition Status: Not reported
Disposition Status Description: Not reported
Consent/Final Order Sequence Number: Not reported
Consent/Final Order Respondent Name: Not reported
Consent/Final Order Lead Agency: Not reported
Enforcement Type: WRITTEN INFORMAL
Enforcement Responsible Person: NYSC
Enforcement Responsible Sub-Organization: R2
SEP Sequence Number: Not reported
SEP Expenditure Amount: Not reported
SEP Scheduled Completion Date: Not reported
SEP Actual Date: Not reported
SEP Defaulted Date: Not reported
SEP Type: Not reported
SEP Type Description: Not reported
Proposed Amount: Not reported
Final Monetary Amount: Not reported
Paid Amount: Not reported
Final Count: Not reported
Final Amount: Not reported

NYCTA - GUN HILL DEPOT (Continued) **1000554336**

Found Violation:	Yes
Agency Which Determined Violation:	State
Violation Short Description:	Generators - General
Date Violation was Determined:	19940831
Actual Return to Compliance Date:	19950124
Return to Compliance Qualifier:	Observed
Violation Responsible Agency:	State
Scheduled Compliance Date:	19941022
Enforcement Identifier:	000
Date of Enforcement Action:	19940831
Enforcement Responsible Agency:	State
Enforcement Docket Number:	Not reported
Enforcement Attorney:	NY
Corrective Action Component:	No
Appeal Initiated Date:	Not reported
Appeal Resolution Date:	Not reported
Disposition Status Date:	Not reported
Disposition Status:	Not reported
Disposition Status Description:	Not reported
Consent/Final Order Sequence Number:	Not reported
Consent/Final Order Respondent Name:	Not reported
Consent/Final Order Lead Agency:	Not reported
Enforcement Type:	WRITTEN INFORMAL
Enforcement Responsible Person:	NYADS
Enforcement Responsible Sub-Organization:	R2
SEP Sequence Number:	Not reported
SEP Expenditure Amount:	Not reported
SEP Scheduled Completion Date:	Not reported
SEP Actual Date:	Not reported
SEP Defaulted Date:	Not reported
SEP Type:	Not reported
SEP Type Description:	Not reported
Proposed Amount:	Not reported
Final Monetary Amount:	Not reported
Paid Amount:	Not reported
Final Count:	Not reported
Final Amount:	Not reported

Found Violation:	Yes
Agency Which Determined Violation:	State
Violation Short Description:	Used Oil - Generators
Date Violation was Determined:	20160526
Actual Return to Compliance Date:	20160812
Return to Compliance Qualifier:	Documented
Violation Responsible Agency:	State
Scheduled Compliance Date:	Not reported
Enforcement Identifier:	001
Date of Enforcement Action:	20160708
Enforcement Responsible Agency:	State
Enforcement Docket Number:	Not reported
Enforcement Attorney:	Not reported
Corrective Action Component:	No
Appeal Initiated Date:	Not reported
Appeal Resolution Date:	Not reported
Disposition Status Date:	Not reported
Disposition Status:	Not reported
Disposition Status Description:	Not reported

NYCTA - GUN HILL DEPOT (Continued) **1000554336**

Consent/Final Order Sequence Number: Not reported
Consent/Final Order Respondent Name: Not reported
Consent/Final Order Lead Agency: Not reported
Enforcement Type: WRITTEN INFORMAL
Enforcement Responsible Person: NYSC
Enforcement Responsible Sub-Organization: R2
SEP Sequence Number: Not reported
SEP Expenditure Amount: Not reported
SEP Scheduled Completion Date: Not reported
SEP Actual Date: Not reported
SEP Defaulted Date: Not reported
SEP Type: Not reported
SEP Type Description: Not reported
Proposed Amount: Not reported
Final Monetary Amount: Not reported
Paid Amount: Not reported
Final Count: Not reported
Final Amount: Not reported

Found Violation: Yes
Agency Which Determined Violation: State
Violation Short Description: Generators - Pre-transport
Date Violation was Determined: 20160526
Actual Return to Compliance Date: 20160812
Return to Compliance Qualifier: Documented
Violation Responsible Agency: State
Scheduled Compliance Date: Not reported
Enforcement Identifier: 001
Date of Enforcement Action: 20160708
Enforcement Responsible Agency: State
Enforcement Docket Number: Not reported
Enforcement Attorney: Not reported
Corrective Action Component: No
Appeal Initiated Date: Not reported
Appeal Resolution Date: Not reported
Disposition Status Date: Not reported
Disposition Status: Not reported
Disposition Status Description: Not reported
Consent/Final Order Sequence Number: Not reported
Consent/Final Order Respondent Name: Not reported
Consent/Final Order Lead Agency: Not reported
Enforcement Type: WRITTEN INFORMAL
Enforcement Responsible Person: NYSC
Enforcement Responsible Sub-Organization: R2
SEP Sequence Number: Not reported
SEP Expenditure Amount: Not reported
SEP Scheduled Completion Date: Not reported
SEP Actual Date: Not reported
SEP Defaulted Date: Not reported
SEP Type: Not reported
SEP Type Description: Not reported
Proposed Amount: Not reported
Final Monetary Amount: Not reported
Paid Amount: Not reported
Final Count: Not reported
Final Amount: Not reported

NYCTA - GUN HILL DEPOT (Continued) **1000554336**

Evaluation Action Summary:

Evaluation Date:	20160526
Evaluation Responsible Agency:	State
Found Violation:	Yes
Evaluation Type Description:	COMPLIANCE EVALUATION INSPECTION ON-SITE
Evaluation Responsible Person Identifier:	NYSC
Evaluation Responsible Sub-Organization:	R2
Actual Return to Compliance Date:	20160812
Scheduled Compliance Date:	Not reported
Date of Request:	Not reported
Date Response Received:	Not reported
Request Agency:	Not reported
Former Citation:	Not reported

Evaluation Date:	20160526
Evaluation Responsible Agency:	State
Found Violation:	Yes
Evaluation Type Description:	COMPLIANCE EVALUATION INSPECTION ON-SITE
Evaluation Responsible Person Identifier:	NYSC
Evaluation Responsible Sub-Organization:	R2
Actual Return to Compliance Date:	20160812
Scheduled Compliance Date:	Not reported
Date of Request:	Not reported
Date Response Received:	Not reported
Request Agency:	Not reported
Former Citation:	Not reported

Evaluation Date:	20020906
Evaluation Responsible Agency:	EPA
Found Violation:	Yes
Evaluation Type Description:	COMPLIANCE EVALUATION INSPECTION ON-SITE
Evaluation Responsible Person Identifier:	R2AHJ
Evaluation Responsible Sub-Organization:	RCB
Actual Return to Compliance Date:	20030305
Scheduled Compliance Date:	Not reported
Date of Request:	Not reported
Date Response Received:	Not reported
Request Agency:	Not reported
Former Citation:	Not reported

Evaluation Date:	20160526
Evaluation Responsible Agency:	State
Found Violation:	Yes
Evaluation Type Description:	COMPLIANCE EVALUATION INSPECTION ON-SITE
Evaluation Responsible Person Identifier:	NYSC
Evaluation Responsible Sub-Organization:	R2
Actual Return to Compliance Date:	20160812
Scheduled Compliance Date:	Not reported
Date of Request:	Not reported
Date Response Received:	Not reported
Request Agency:	Not reported
Former Citation:	Not reported

Evaluation Date:	19940628
Evaluation Responsible Agency:	State
Found Violation:	Yes
Evaluation Type Description:	COMPLIANCE EVALUATION INSPECTION ON-SITE

NYCTA - GUN HILL DEPOT (Continued) **1000554336**

Evaluation Responsible Person Identifier:	NYADS
Evaluation Responsible Sub-Organization:	R2
Actual Return to Compliance Date:	19950124
Scheduled Compliance Date:	19941022
Date of Request:	Not reported
Date Response Received:	Not reported
Request Agency:	Not reported
Former Citation:	Not reported

Evaluation Date:	20160526
Evaluation Responsible Agency:	State
Found Violation:	Yes
Evaluation Type Description:	COMPLIANCE EVALUATION INSPECTION ON-SITE
Evaluation Responsible Person Identifier:	NYSC
Evaluation Responsible Sub-Organization:	R2
Actual Return to Compliance Date:	20160812
Scheduled Compliance Date:	Not reported
Date of Request:	Not reported
Date Response Received:	Not reported
Request Agency:	Not reported
Former Citation:	Not reported

Evaluation Date:	20160526
Evaluation Responsible Agency:	State
Found Violation:	Yes
Evaluation Type Description:	COMPLIANCE EVALUATION INSPECTION ON-SITE
Evaluation Responsible Person Identifier:	NYSC
Evaluation Responsible Sub-Organization:	R2
Actual Return to Compliance Date:	20160812
Scheduled Compliance Date:	Not reported
Date of Request:	Not reported
Date Response Received:	Not reported
Request Agency:	Not reported
Former Citation:	Not reported

ICIS:

Enforcement Action ID:	02-2009-0807
FRS ID:	110001610935
Action Name:	MTA Gun Hill Bus Depot
Facility Name:	NYCTA-GUN HILL DEPOT
Facility Address:	1910 BARTOW AVENUE BRONX, NY 10469-3428
Enforcement Action Type:	RCRA 3008A AO For Comp And/Or Penalty
Facility County:	BRONX
Program System Acronym:	RCRAINFO
Enforcement Action Forum Desc:	Administrative - Formal
EA Type Code:	3008A
Facility SIC Code:	Not reported
Federal Facility ID:	Not reported
Latitude in Decimal Degrees:	40.867871
Longitude in Decimal Degrees:	-73.83457
Permit Type Desc:	Not reported
Program System Acronym:	NYD986967974
Facility NAICS Code:	Not reported
Tribal Land Code:	Not reported

NYCTA - GUN HILL DEPOT (Continued) **1000554336**

Facility Name: NYCTA-GUN HILL DEPOT
Address: 1910 BARTOW AVENUE
Tribal Indicator: N
Fed Facility: No
NAIC Code: Not reported
SIC Code: Not reported

Facility Name: NYCTA-GUN HILL DEPOT
Address: 1910 BARTOW AVENUE
Tribal Indicator: N
Fed Facility: No
NAIC Code: Not reported
SIC Code: Not reported

Facility Name: NYCTA-GUN HILL DEPOT
Address: 1910 BARTOW AVENUE
Tribal Indicator: N
Fed Facility: No
NAIC Code: Not reported
SIC Code: Not reported

US AIRS (AFS):
Region Code: 02
County Code: NY005
Programmatic ID: AIR NY0000002600200392
Facility Registry ID: 110001610935
D and B Number: Not reported
Facility Site Name: NYC-TA GUN HILL BUS DEPOT
Primary SIC Code: 4119
NAICS Code: 999999
Default Air Classification Code: SMI
Facility Type of Ownership Code: POF
Air CMS Category Code: Not reported
HPV Status: Not reported

US AIRS (AFS):
Region Code: 02
Programmatic ID: AIR NY0000002600200392
Facility Registry ID: 110001610935
Air Operating Status Code: OPR
Default Air Classification Code: SMI

Air Program: New Source Performance Standards
Activity Date: 2005-12-27 00:00:00
Activity Status Date: Not reported
Activity Group: Compliance Monitoring
Activity Type: Inspection/Evaluation
Activity Status: Not reported

Air Program: New Source Performance Standards
Activity Date: 2005-06-28 00:00:00
Activity Status Date: Not reported
Activity Group: Compliance Monitoring
Activity Type: Inspection/Evaluation
Activity Status: Not reported

Air Program: State Implementation Plan for National Primary and Secondary Ambient Air Quality Standards

NYCTA - GUN HILL DEPOT (Continued) **1000554336**

Activity Date: 2005-04-14 00:00:00
Activity Status Date: Not reported
Activity Group: Compliance Monitoring
Activity Type: Inspection/Evaluation
Activity Status: Not reported

Air Program: New Source Performance Standards
Activity Date: 2005-03-28 00:00:00
Activity Status Date: Not reported
Activity Group: Compliance Monitoring
Activity Type: Inspection/Evaluation
Activity Status: Not reported

Air Program: New Source Performance Standards
Activity Date: 2004-12-31 00:00:00
Activity Status Date: Not reported
Activity Group: Compliance Monitoring
Activity Type: Inspection/Evaluation
Activity Status: Not reported

Air Program: Title V Permits
Activity Date: 1999-09-21 00:00:00
Activity Status Date: Not reported
Activity Group: Compliance Monitoring
Activity Type: Inspection/Evaluation
Activity Status: Not reported

FINDS:
Registry ID: 110001610935

Click Here for FRS Facility Detail Report:

Environmental Interest/Information System:
AFS (Aerometric Information Retrieval System (AIRS) Facility Subsystem) replaces the former Compliance Data System (CDS), the National Emission Data System (NEDS), and the Storage and Retrieval of Aerometric Data (SAROAD). AIRS is the national repository for information concerning airborne pollution in the United States. AFS is used to track emissions and compliance data from industrial plants. AFS data are utilized by states to prepare State Implementation Plans to comply with regulatory programs and by EPA as an input for the estimation of total national emissions. AFS is undergoing a major redesign to support facility operating permits required under Title V of the Clean Air Act.
AIR SYNTHETIC MINOR
RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.
HAZARDOUS WASTE BIENNIAL REPORTER
FIS (New York - Facility Information System) is New York's Department of Environmental Conservation (DEC) information system for tracking environmental facility information found across the State.

NYCTA - GUN HILL DEPOT (Continued) **1000554336**

Click this hyperlink while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

ECHO:

Envid:	1000554336
Registry ID:	110001610935
DFR URL:	http://echo.epa.gov/detailed-facility-report?fid=110001610935
Name:	NYCTA - GUN HILL DEPOT
Address:	1910 BARTOW AVENUE
City,State,Zip:	BRONX, NY 10469

RI MANIFEST:

Name:	NEW YORK CITY TRANSIT GUN HILL
Address:	1910 BARTOW AVENUE
City,State,Zip:	BRONX, NY 11419-0000
EPA Id:	NYD986967974
GEN Cert Date:	8/22/2007
Manifest Document Number:	000029839UIS
Waste Description:	WASTE PETROLEUM DISTILLATES NOS
TSDF Id:	RID084802842
TSDF Name:	United Oil Recovery Inc
Qty:	256
WT/Vol Units:	G
TSDF Date:	8/27/2007
Transporter 2 Id:	Not reported
Item Number:	a
Transporter 2 Name:	Not reported
Transporter Name 2:	UNITED INDUSTRIAL SERVICES
Transporter EPAID:	CTD021816889
Transporter Receipt Date:	8/22/2007
Number Of Containers:	8
Container Type:	DM
Waste Code1:	R003
Waste Code2:	Not reported
Waste Code3:	Not reported
Waste Code4:	Not reported
Waste Code5:	Not reported
Waste Code6:	Not reported
Fee Exempt Code:	Not reported
Comment:	Not reported
Transporter Name 2:	Not reported
Company Permit Number:	Not reported
Year:	Not reported
Quarter:	Not reported
Transporter Contact Name:	Not reported
Transporter Contact Email:	Not reported
Filing Date:	Not reported
Total Fee:	Not reported
Billing Name:	Not reported
Paid Date:	Not reported
Paid Time:	Not reported
Facility Receipt Date:	Not reported
Fee:	Not reported
Manifest Created Date:	Not reported
Manifest Updated Date:	Not reported

NYCTA - GUN HILL DEPOT (Continued) **1000554336**

RI MANIFEST:

Transporter Receipt Date:	4/30/2008
Number Of Containers:	8
Container Type:	DM
Waste Code1:	R003
Waste Code2:	Not reported
Waste Code3:	Not reported
Waste Code4:	Not reported
Waste Code5:	Not reported
Waste Code6:	Not reported
Comment:	Not reported
Fee Exempt Code:	Not reported
TSDF Name:	SAFETY-KLEEN SYSTEMS, INC
TSDF Id:	RID084802842
Transporter Name 2:	Not reported
Company Permit Number:	Not reported
Year:	Not reported
EPA ID:	NYD986967974
Manifest Docket Number:	000111671UIS
Quarter:	Not reported
Waste Description:	PETROLEUM DISTILLATE, NOS
Transporter Contact Name:	Not reported
Quantity:	256
Transporter Contact Email:	Not reported
WT/Vol Units:	G
Filing Date:	Not reported
Total Fee:	Not reported
Item Number:	a
Transporter Name:	SAFETY-KLEEN SYSTEMS INC
Billing Name:	Not reported
Transporter EPA ID:	TXR000050930
Date Paid:	Not reported
Time Paid:	Not reported
GEN Cert Date:	4/30/2008
Facility Receipt Date:	Not reported
Fee:	Not reported
Transporter 2 Receipt Date:	Not reported
Manifest Created Date:	Not reported
TSDF Receipt Date:	5/5/2008
Transporter 2 ID:	Not reported
Manifest Updated Date:	Not reported

Transporter Receipt Date:	1/10/2008
Number Of Containers:	4
Container Type:	DM
Waste Code1:	R003
Waste Code2:	Not reported
Waste Code3:	Not reported
Waste Code4:	Not reported
Waste Code5:	Not reported
Waste Code6:	Not reported
Comment:	Not reported
Fee Exempt Code:	Not reported
TSDF Name:	SAFETY-KLEEN SYSTEMS, INC.
TSDF Id:	RID084802842
Transporter Name 2:	Not reported
Company Permit Number:	Not reported

NYCTA - GUN HILL DEPOT (Continued) **1000554336**

Year:	Not reported
EPA ID:	NYD986967974
Manifest Docket Number:	000081039UIS
Quarter:	Not reported
Waste Description:	PETROLEUM DISTILLATES NOS
Transporter Contact Name:	Not reported
Quantity:	256
Transporter Contact Email:	Not reported
WT/Vol Units:	G
Filing Date:	Not reported
Total Fee:	Not reported
Item Number:	1
Transporter Name:	SAFETY-KLEEN SYSTEMS, INC.
Billing Name:	Not reported
Transporter EPA ID:	TXR000050930
Date Paid:	Not reported
Time Paid:	Not reported
GEN Cert Date:	1/10/2008
Facility Receipt Date:	Not reported
Fee:	Not reported
Transporter 2 Receipt Date:	Not reported
Manifest Created Date:	Not reported
TSDF Receipt Date:	1/14/2008
Transporter 2 ID:	Not reported
Manifest Updated Date:	Not reported
Transporter Receipt Date:	6/26/2008
Number Of Containers:	4
Container Type:	DM
Waste Code1:	R003
Waste Code2:	Not reported
Waste Code3:	Not reported
Waste Code4:	Not reported
Waste Code5:	Not reported
Waste Code6:	Not reported
Comment:	Not reported
Fee Exempt Code:	Not reported
TSDF Name:	SAFETY-KLEEN SYSTEMS INC
TSDF Id:	RID084802842
Transporter Name 2:	Not reported
Company Permit Number:	Not reported
Year:	Not reported
EPA ID:	NYD986967974
Manifest Docket Number:	000126734UIS
Quarter:	Not reported
Waste Description:	PETROLEUM DISTILLATE, NOS
Transporter Contact Name:	Not reported
Quantity:	259
Transporter Contact Email:	Not reported
WT/Vol Units:	G
Filing Date:	Not reported
Total Fee:	Not reported
Item Number:	a
Transporter Name:	SAFETY-KLEEN SYSTEMS, INC.
Billing Name:	Not reported
Transporter EPA ID:	TXR000050930
Date Paid:	Not reported

NYCTA - GUN HILL DEPOT (Continued) **1000554336**

Time Paid:	Not reported
GEN Cert Date:	6/26/2008
Facility Receipt Date:	Not reported
Fee:	Not reported
Transporter 2 Receipt Date:	Not reported
Manifest Created Date:	Not reported
TSDF Receipt Date:	7/2/2008
Transporter 2 ID:	Not reported
Manifest Updated Date:	Not reported
Transporter Receipt Date:	6/26/2008
Number Of Containers:	4
Container Type:	DM
Waste Code1:	R003
Waste Code2:	Not reported
Waste Code3:	Not reported
Waste Code4:	Not reported
Waste Code5:	Not reported
Waste Code6:	Not reported
Comment:	Not reported
Fee Exempt Code:	Not reported
TSDF Name:	SAFETY-KLEEN SYSTEMS INC
TSDF Id:	RID084802842
Transporter Name 2:	Not reported
Company Permit Number:	Not reported
Year:	Not reported
EPA ID:	NYD986967974
Manifest Docket Number:	000126734UIS
Quarter:	Not reported
Waste Description:	PETROLEUM DISTILLATE, NOS
Transporter Contact Name:	Not reported
Quantity:	259
Transporter Contact Email:	Not reported
WT/Vol Units:	G
Filing Date:	Not reported
Total Fee:	Not reported
Item Number:	a
Transporter Name:	SAFETY-KLEEN SYSTEMS, INC.
Billing Name:	Not reported
Transporter EPA ID:	TXR000050930
Date Paid:	Not reported
Time Paid:	Not reported
GEN Cert Date:	6/26/2008
Facility Receipt Date:	Not reported
Fee:	Not reported
Transporter 2 Receipt Date:	Not reported
Manifest Created Date:	Not reported
TSDF Receipt Date:	7/2/2008
Transporter 2 ID:	Not reported
Manifest Updated Date:	Not reported
Transporter Receipt Date:	4/8/2008
Number Of Containers:	8
Container Type:	DM
Waste Code1:	R003
Waste Code2:	Not reported
Waste Code3:	Not reported

NYCTA - GUN HILL DEPOT (Continued) **1000554336**

Waste Code4:	Not reported
Waste Code5:	Not reported
Waste Code6:	Not reported
Comment:	Not reported
Fee Exempt Code:	Not reported
TSDF Name:	SAFETY-KLEEN SYSTEMS, INC
TSDF Id:	RID084802842
Transporter Name 2:	Not reported
Company Permit Number:	Not reported
Year:	Not reported
EPA ID:	NYD986967974
Manifest Docket Number:	000066847UIS
Quarter:	Not reported
Waste Description:	PETROLEUM DISTILLATES NOS
Transporter Contact Name:	Not reported
Quantity:	256
Transporter Contact Email:	Not reported
WT/Vol Units:	G
Filing Date:	Not reported
Total Fee:	Not reported
Item Number:	a
Transporter Name:	SAFETY-KLEEN SYSTEMS INC
Billing Name:	Not reported
Transporter EPA ID:	TXR000050930
Date Paid:	Not reported
Time Paid:	Not reported
GEN Cert Date:	4/8/2008
Facility Receipt Date:	Not reported
Fee:	Not reported
Transporter 2 Receipt Date:	Not reported
Manifest Created Date:	Not reported
TSDF Receipt Date:	4/14/2008
Transporter 2 ID:	Not reported
Manifest Updated Date:	Not reported
Transporter Receipt Date:	5/28/2008
Number Of Containers:	4
Container Type:	DM
Waste Code1:	R003
Waste Code2:	Not reported
Waste Code3:	Not reported
Waste Code4:	Not reported
Waste Code5:	Not reported
Waste Code6:	Not reported
Comment:	Not reported
Fee Exempt Code:	Not reported
TSDF Name:	SAFETY-KLEEN SYSTEMS, INC
TSDF Id:	RID084802842
Transporter Name 2:	Not reported
Company Permit Number:	Not reported
Year:	Not reported
EPA ID:	NYD986967974
Manifest Docket Number:	000126524UIS
Quarter:	Not reported
Waste Description:	PETROLEUM DISTILLATE, NOS
Transporter Contact Name:	Not reported
Quantity:	256

NYCTA - GUN HILL DEPOT (Continued) **1000554336**

Transporter Contact Email:	Not reported
WT/Vol Units:	G
Filing Date:	Not reported
Total Fee:	Not reported
Item Number:	a
Transporter Name:	SAFETY-KLEEN SYSTEMS INC
Billing Name:	Not reported
Transporter EPA ID:	TXR000050930
Date Paid:	Not reported
Time Paid:	Not reported
GEN Cert Date:	5/28/2008
Facility Receipt Date:	Not reported
Fee:	Not reported
Transporter 2 Receipt Date:	Not reported
Manifest Created Date:	Not reported
TSDF Receipt Date:	6/2/2008
Transporter 2 ID:	Not reported
Manifest Updated Date:	Not reported
Transporter Receipt Date:	4/30/2008
Number Of Containers:	8
Container Type:	DM
Waste Code1:	R003
Waste Code2:	Not reported
Waste Code3:	Not reported
Waste Code4:	Not reported
Waste Code5:	Not reported
Waste Code6:	Not reported
Comment:	Not reported
Fee Exempt Code:	Not reported
TSDF Name:	SAFETY-KLEEN SYSTEMS, INC
TSDF Id:	RID084802842
Transporter Name 2:	Not reported
Company Permit Number:	Not reported
Year:	Not reported
EPA ID:	NYD986967974
Manifest Docket Number:	000111671UIS
Quarter:	Not reported
Waste Description:	PETROLEUM DISTILLATE, NOS
Transporter Contact Name:	Not reported
Quantity:	256
Transporter Contact Email:	Not reported
WT/Vol Units:	G
Filing Date:	Not reported
Total Fee:	Not reported
Item Number:	a
Transporter Name:	SAFETY-KLEEN SYSTEMS INC
Billing Name:	Not reported
Transporter EPA ID:	TXR000050930
Date Paid:	Not reported
Time Paid:	Not reported
GEN Cert Date:	4/30/2008
Facility Receipt Date:	Not reported
Fee:	Not reported
Transporter 2 Receipt Date:	Not reported
Manifest Created Date:	Not reported
TSDF Receipt Date:	5/5/2008

NYCTA - GUN HILL DEPOT (Continued) **1000554336**

Transporter 2 ID:	Not reported
Manifest Updated Date:	Not reported
Transporter Receipt Date:	2/7/2008
Number Of Containers:	4
Container Type:	DM
Waste Code1:	D001
Waste Code2:	D039
Waste Code3:	Not reported
Waste Code4:	Not reported
Waste Code5:	Not reported
Waste Code6:	Not reported
Comment:	Not reported
Fee Exempt Code:	Not reported
TSDF Name:	SAFETY-KLEEN SYSTEMS, INC.
TSDF Id:	RID084802842
Transporter Name 2:	Not reported
Company Permit Number:	Not reported
Year:	Not reported
EPA ID:	NYD986967974
Manifest Docket Number:	000081297UIS
Quarter:	Not reported
Waste Description:	PETROLEUM DISTILLATES NOS
Transporter Contact Name:	Not reported
Quantity:	256
Transporter Contact Email:	Not reported
WT/Vol Units:	G
Filing Date:	Not reported
Total Fee:	Not reported
Item Number:	1
Transporter Name:	SAFETY-KLEEN SYSTEMS, INC.
Billing Name:	Not reported
Transporter EPA ID:	TXR000050930
Date Paid:	Not reported
Time Paid:	Not reported
GEN Cert Date:	2/7/2008
Facility Receipt Date:	Not reported
Fee:	Not reported
Transporter 2 Receipt Date:	Not reported
Manifest Created Date:	Not reported
TSDF Receipt Date:	2/11/2008
Transporter 2 ID:	Not reported
Manifest Updated Date:	Not reported
Transporter Receipt Date:	3/12/2008
Number Of Containers:	8
Container Type:	DM
Waste Code1:	R003
Waste Code2:	Not reported
Waste Code3:	Not reported
Waste Code4:	Not reported
Waste Code5:	Not reported
Waste Code6:	Not reported
Comment:	Not reported
Fee Exempt Code:	Not reported
TSDF Name:	SAFETY-KLEEN SYSTEMS, INC.
TSDF Id:	RID084802842

NYCTA - GUN HILL DEPOT (Continued) **1000554336**

Transporter Name 2:	Not reported
Company Permit Number:	Not reported
Year:	Not reported
EPA ID:	NYD986967974
Manifest Docket Number:	000079502UIS
Quarter:	Not reported
Waste Description:	PETROLEUM DISTILLATES NOS
Transporter Contact Name:	Not reported
Quantity:	256
Transporter Contact Email:	Not reported
WT/Vol Units:	G
Filing Date:	Not reported
Total Fee:	Not reported
Item Number:	1
Transporter Name:	SAFETY-KLEEN SYSTEMS, INC.
Billing Name:	Not reported
Transporter EPA ID:	TXR000050930
Date Paid:	Not reported
Time Paid:	Not reported
GEN Cert Date:	3/12/2008
Facility Receipt Date:	Not reported
Fee:	Not reported
Transporter 2 Receipt Date:	Not reported
Manifest Created Date:	Not reported
TSDF Receipt Date:	3/18/2008
Transporter 2 ID:	Not reported
Manifest Updated Date:	Not reported

Transporter Receipt Date:	1/10/2008
Number Of Containers:	4
Container Type:	DM
Waste Code1:	R003
Waste Code2:	Not reported
Waste Code3:	Not reported
Waste Code4:	Not reported
Waste Code5:	Not reported
Waste Code6:	Not reported
Comment:	Not reported
Fee Exempt Code:	Not reported
TSDF Name:	SAFETY-KLEEN SYSTEMS, INC.
TSDF Id:	RID084802842
Transporter Name 2:	Not reported
Company Permit Number:	Not reported
Year:	Not reported
EPA ID:	NYD986967974
Manifest Docket Number:	000081039UIS
Quarter:	Not reported
Waste Description:	PETROLEUM DISTILLATES NOS
Transporter Contact Name:	Not reported
Quantity:	256
Transporter Contact Email:	Not reported
WT/Vol Units:	G
Filing Date:	Not reported
Total Fee:	Not reported
Item Number:	1
Transporter Name:	SAFETY-KLEEN SYSTEMS, INC.
Billing Name:	Not reported

NYCTA - GUN HILL DEPOT (Continued) **1000554336**

Transporter EPA ID:	TXR000050930
Date Paid:	Not reported
Time Paid:	Not reported
GEN Cert Date:	1/10/2008
Facility Receipt Date:	Not reported
Fee:	Not reported
Transporter 2 Receipt Date:	Not reported
Manifest Created Date:	Not reported
TSDF Receipt Date:	1/14/2008
Transporter 2 ID:	Not reported
Manifest Updated Date:	Not reported
Transporter Receipt Date:	3/12/2008
Number Of Containers:	8
Container Type:	DM
Waste Code1:	R003
Waste Code2:	Not reported
Waste Code3:	Not reported
Waste Code4:	Not reported
Waste Code5:	Not reported
Waste Code6:	Not reported
Comment:	Not reported
Fee Exempt Code:	Not reported
TSDF Name:	SAFETY-KLEEN SYSTEMS, INC.
TSDF Id:	RID084802842
Transporter Name 2:	Not reported
Company Permit Number:	Not reported
Year:	Not reported
EPA ID:	NYD986967974
Manifest Docket Number:	000079502UIS
Quarter:	Not reported
Waste Description:	PETROLEUM DISTILLATES NOS
Transporter Contact Name:	Not reported
Quantity:	256
Transporter Contact Email:	Not reported
WT/Vol Units:	G
Filing Date:	Not reported
Total Fee:	Not reported
Item Number:	1
Transporter Name:	SAFETY-KLEEN SYSTEMS, INC.
Billing Name:	Not reported
Transporter EPA ID:	TXR000050930
Date Paid:	Not reported
Time Paid:	Not reported
GEN Cert Date:	3/12/2008
Facility Receipt Date:	Not reported
Fee:	Not reported
Transporter 2 Receipt Date:	Not reported
Manifest Created Date:	Not reported
TSDF Receipt Date:	3/18/2008
Transporter 2 ID:	Not reported
Manifest Updated Date:	Not reported

Click this hyperlink while viewing on your computer to access
18 additional RI_MANIFEST: record(s) in the EDR Site Report.

NYCTA - GUN HILL DEPOT (Continued) **1000554336**

NJ MANIFEST:

EPA Id:	NYD986967974
Mail Address:	370 JAY STREET ROOM 809
Mail City/State/Zip:	BROOKLYN 11201
Facility Phone:	7183304581
Emergency Phone:	7183304581
Contact:	Not reported
Comments:	Not reported
SIC Code:	Not reported
County:	00
Municipal:	00
Previous EPA Id:	Not reported
Gen Flag:	X
Trans Flag:	Not reported
TSDF Flag:	Not reported
Name Change:	Not reported
Date Change:	000000

Manifest:

Manifest Number:	003536174JJK
EPA ID:	NYD986967974
Date Shipped:	06/12/2009
TSDF EPA ID:	NJD002200046
Transporter EPA ID:	NJ0000027193
Transporter 2 EPA ID:	Not reported
Transporter 3 EPA ID:	Not reported
Transporter 4 EPA ID:	Not reported
Transporter 5 EPA ID:	Not reported
Transporter 6 EPA ID:	Not reported
Transporter 7 EPA ID:	Not reported
Transporter 8 EPA ID:	Not reported
Transporter 9 EPA ID:	Not reported
Transporter 10 EPA ID:	Not reported
Date Trans1 Transported Waste:	06/12/2009
Date Trans2 Transported Waste:	Not reported
Date Trans3 Transported Waste:	Not reported
Date Trans4 Transported Waste:	Not reported
Date Trans5 Transported Waste:	Not reported
Date Trans6 Transported Waste:	Not reported
Date Trans7 Transported Waste:	Not reported
Date Trans8 Transported Waste:	Not reported
Date Trans9 Transported Waste:	Not reported
Date Trans10 Transported Waste:	Not reported
Date TSDF Received Waste:	06/12/2009
TSDF EPA Facility Name:	Not reported
QTY Units:	Not reported
Transporter SEQ ID:	Not reported
Transporter-1 Date:	Not reported
Waste SEQ ID:	Not reported
Waste Type Code 2:	Not reported
Waste Type Code 3:	Not reported
Waste Type Code 4:	Not reported
Waste Type Code 5:	Not reported
Waste Type Code 6:	Not reported
Date Accepted:	Not reported
Manifest Discrepancy Type:	Not reported
Data Entry Number:	Not reported

NYCTA - GUN HILL DEPOT (Continued) **1000554336**

Was Load Rejected:	BROOKLYN 11201
Reason Load Was Rejected:	Not reported

Waste:

Manifest Year:	Not reported
Waste Code:	D008
Hand Code:	H111
Quantity:	573 P

Manifest Year:	Not reported
Waste Code:	D001
Hand Code:	H061
Quantity:	55 G

Manifest Number:	010407439JJK
EPA ID:	NYD986967974
Date Shipped:	7/31/2013
TSDF EPA ID:	NJD002200046
Transporter EPA ID:	NJ0000027193
Transporter 2 EPA ID:	Not reported
Transporter 3 EPA ID:	Not reported
Transporter 4 EPA ID:	Not reported
Transporter 5 EPA ID:	Not reported
Transporter 6 EPA ID:	Not reported
Transporter 7 EPA ID:	Not reported
Transporter 8 EPA ID:	Not reported
Transporter 9 EPA ID:	Not reported
Transporter 10 EPA ID:	Not reported
Date Trans1 Transported Waste:	Not reported
Date Trans2 Transported Waste:	Not reported
Date Trans3 Transported Waste:	Not reported
Date Trans4 Transported Waste:	Not reported
Date Trans5 Transported Waste:	Not reported
Date Trans6 Transported Waste:	Not reported
Date Trans7 Transported Waste:	Not reported
Date Trans8 Transported Waste:	Not reported
Date Trans9 Transported Waste:	Not reported
Date Trans10 Transported Waste:	Not reported
Date TSDF Received Waste:	Not reported
TSDF EPA Facility Name:	Not reported
QTY Units:	Not reported
Transporter SEQ ID:	Not reported
Transporter-1 Date:	Not reported
Waste SEQ ID:	Not reported
Waste Type Code 2:	Not reported
Waste Type Code 3:	Not reported
Waste Type Code 4:	Not reported
Waste Type Code 5:	Not reported
Waste Type Code 6:	Not reported
Date Accepted:	Not reported
Manifest Discrepancy Type:	Not reported
Data Entry Number:	Not reported
Was Load Rejected:	BROOKLYN 11201
Reason Load Was Rejected:	Not reported

Waste:

Manifest Year:	Not reported

NYCTA - GUN HILL DEPOT (Continued) **1000554336**

Waste Code:	D002 D007 D008
Hand Code:	Not reported
Quantity:	55.00 gallons
Manifest Number:	017955334JJK
EPA ID:	NYD986967974
Date Shipped:	2/6/2018
TSDF EPA ID:	NJD002200046
Transporter EPA ID:	NJD003812047
Transporter 2 EPA ID:	Not reported
Transporter 3 EPA ID:	Not reported
Transporter 4 EPA ID:	Not reported
Transporter 5 EPA ID:	Not reported
Transporter 6 EPA ID:	Not reported
Transporter 7 EPA ID:	Not reported
Transporter 8 EPA ID:	Not reported
Transporter 9 EPA ID:	Not reported
Transporter 10 EPA ID:	Not reported
Date Trans1 Transported Waste:	Not reported
Date Trans2 Transported Waste:	Not reported
Date Trans3 Transported Waste:	Not reported
Date Trans4 Transported Waste:	Not reported
Date Trans5 Transported Waste:	Not reported
Date Trans6 Transported Waste:	Not reported
Date Trans7 Transported Waste:	Not reported
Date Trans8 Transported Waste:	Not reported
Date Trans9 Transported Waste:	Not reported
Date Trans10 Transported Waste:	Not reported
Date TSDF Received Waste:	Not reported
Generator EPA Facility Name:	NEW YORK CITY TRANSIT AUTHOR
Transporter-1 EPA Facility Name:	ALLSTATE POWER VAC INC
TSDF EPA Facility Name:	CYCLE CHEM INC
QTY Units:	Pounds
Transporter SEQ ID:	Not reported
Transporter-1 Date:	2/6/2018
Waste SEQ ID:	2
Waste Type Code 2:	Not reported
Waste Type Code 3:	Not reported
Waste Type Code 4:	Not reported
Waste Type Code 5:	Not reported
Waste Type Code 6:	Not reported
Date Accepted:	2/6/2018
Manifest Discrepancy Type:	Not reported
Data Entry Number:	Not reported
Was Load Rejected:	BROOKLYN 11201
Reason Load Was Rejected:	Not reported
Manifest Number:	NJA5313104
EPA ID:	NYD986967974
Date Shipped:	07/26/2006
TSDF EPA ID:	NJD002200046
Transporter EPA ID:	NJ0000027193
Transporter 2 EPA ID:	Not reported
Transporter 3 EPA ID:	Not reported
Transporter 4 EPA ID:	Not reported
Transporter 5 EPA ID:	Not reported

NYCTA - GUN HILL DEPOT (Continued) **1000554336**

Transporter 6 EPA ID:	Not reported
Transporter 7 EPA ID:	Not reported
Transporter 8 EPA ID:	Not reported
Transporter 9 EPA ID:	Not reported
Transporter 10 EPA ID:	Not reported
Date Trans1 Transported Waste:	07/26/2006
Date Trans2 Transported Waste:	Not reported
Date Trans3 Transported Waste:	Not reported
Date Trans4 Transported Waste:	Not reported
Date Trans5 Transported Waste:	Not reported
Date Trans6 Transported Waste:	Not reported
Date Trans7 Transported Waste:	Not reported
Date Trans8 Transported Waste:	Not reported
Date Trans9 Transported Waste:	Not reported
Date Trans10 Transported Waste:	Not reported
Date TSDF Received Waste:	07/26/2006
TSDF EPA Facility Name:	Not reported
QTY Units:	Not reported
Transporter SEQ ID:	Not reported
Transporter-1 Date:	Not reported
Waste SEQ ID:	Not reported
Waste Type Code 2:	Not reported
Waste Type Code 3:	Not reported
Waste Type Code 4:	Not reported
Waste Type Code 5:	Not reported
Waste Type Code 6:	Not reported
Date Accepted:	Not reported
Manifest Discrepancy Type:	Not reported
Data Entry Number:	08240621
Was Load Rejected:	BROOKLYN 11201
Reason Load Was Rejected:	Not reported

Manifest Number:	010914268JJK
EPA ID:	NYD986967974
Date Shipped:	2/11/2015
TSDF EPA ID:	NJD002200046
Transporter EPA ID:	NJ0000027193
Transporter 2 EPA ID:	Not reported
Transporter 3 EPA ID:	Not reported
Transporter 4 EPA ID:	Not reported
Transporter 5 EPA ID:	Not reported
Transporter 6 EPA ID:	Not reported
Transporter 7 EPA ID:	Not reported
Transporter 8 EPA ID:	Not reported
Transporter 9 EPA ID:	Not reported
Transporter 10 EPA ID:	Not reported
Date Trans1 Transported Waste:	Not reported
Date Trans2 Transported Waste:	Not reported
Date Trans3 Transported Waste:	Not reported
Date Trans4 Transported Waste:	Not reported
Date Trans5 Transported Waste:	Not reported
Date Trans6 Transported Waste:	Not reported
Date Trans7 Transported Waste:	Not reported
Date Trans8 Transported Waste:	Not reported
Date Trans9 Transported Waste:	Not reported
Date Trans10 Transported Waste:	Not reported
Date TSDF Received Waste:	Not reported

NYCTA - GUN HILL DEPOT (Continued) **1000554336**

TSDF EPA Facility Name:	Not reported
QTY Units:	Not reported
Transporter SEQ ID:	Not reported
Transporter-1 Date:	Not reported
Waste SEQ ID:	Not reported
Waste Type Code 2:	Not reported
Waste Type Code 3:	Not reported
Waste Type Code 4:	Not reported
Waste Type Code 5:	Not reported
Waste Type Code 6:	Not reported
Date Accepted:	Not reported
Manifest Discrepancy Type:	Not reported
Data Entry Number:	Not reported
Was Load Rejected:	BROOKLYN 11201
Reason Load Was Rejected:	Not reported

Manifest Number:	NJA5005253
EPA ID:	NYD986967974
Date Shipped:	06/22/2004
TSDF EPA ID:	NJD002200046
Transporter EPA ID:	NJ0000027193
Transporter 2 EPA ID:	Not reported
Transporter 3 EPA ID:	Not reported
Transporter 4 EPA ID:	Not reported
Transporter 5 EPA ID:	Not reported
Transporter 6 EPA ID:	Not reported
Transporter 7 EPA ID:	Not reported
Transporter 8 EPA ID:	Not reported
Transporter 9 EPA ID:	Not reported
Transporter 10 EPA ID:	Not reported
Date Trans1 Transported Waste:	06/22/2004
Date Trans2 Transported Waste:	Not reported
Date Trans3 Transported Waste:	Not reported
Date Trans4 Transported Waste:	Not reported
Date Trans5 Transported Waste:	Not reported
Date Trans6 Transported Waste:	Not reported
Date Trans7 Transported Waste:	Not reported
Date Trans8 Transported Waste:	Not reported
Date Trans9 Transported Waste:	Not reported
Date Trans10 Transported Waste:	Not reported
Date TSDF Received Waste:	06/22/2004
TSDF EPA Facility Name:	Not reported
QTY Units:	Not reported
Transporter SEQ ID:	Not reported
Transporter-1 Date:	Not reported
Waste SEQ ID:	Not reported
Waste Type Code 2:	Not reported
Waste Type Code 3:	Not reported
Waste Type Code 4:	Not reported
Waste Type Code 5:	Not reported
Waste Type Code 6:	Not reported
Date Accepted:	Not reported
Manifest Discrepancy Type:	Not reported
Data Entry Number:	08030421
Was Load Rejected:	BROOKLYN 11201
Reason Load Was Rejected:	Not reported

NYCTA - GUN HILL DEPOT (Continued) **1000554336**

Manifest Number:	009205222JJK
EPA ID:	NYD986967974
Date Shipped:	5/29/2012
TSDF EPA ID:	NJD002200046
Transporter EPA ID:	NJ0000027193
Transporter 2 EPA ID:	Not reported
Transporter 3 EPA ID:	Not reported
Transporter 4 EPA ID:	Not reported
Transporter 5 EPA ID:	Not reported
Transporter 6 EPA ID:	Not reported
Transporter 7 EPA ID:	Not reported
Transporter 8 EPA ID:	Not reported
Transporter 9 EPA ID:	Not reported
Transporter 10 EPA ID:	Not reported
Date Trans1 Transported Waste:	Not reported
Date Trans2 Transported Waste:	Not reported
Date Trans3 Transported Waste:	Not reported
Date Trans4 Transported Waste:	Not reported
Date Trans5 Transported Waste:	Not reported
Date Trans6 Transported Waste:	Not reported
Date Trans7 Transported Waste:	Not reported
Date Trans8 Transported Waste:	Not reported
Date Trans9 Transported Waste:	Not reported
Date Trans10 Transported Waste:	Not reported
Date TSDF Received Waste:	Not reported
TSDF EPA Facility Name:	Not reported
QTY Units:	Not reported
Transporter SEQ ID:	Not reported
Transporter-1 Date:	Not reported
Waste SEQ ID:	Not reported
Waste Type Code 2:	Not reported
Waste Type Code 3:	Not reported
Waste Type Code 4:	Not reported
Waste Type Code 5:	Not reported
Waste Type Code 6:	Not reported
Date Accepted:	Not reported
Manifest Discrepancy Type:	Not reported
Data Entry Number:	Not reported
Was Load Rejected:	BROOKLYN 11201
Reason Load Was Rejected:	Not reported

Waste:

Manifest Year:	Not reported
Waste Code:	D001 D018
Hand Code:	Not reported
Quantity:	55.00 gallons

Manifest Year:	Not reported
Waste Code:	D002 D007 D008
Hand Code:	Not reported
Quantity:	110.00 gallons

Manifest Number:	016114289JJK
EPA ID:	NYD986967974
Date Shipped:	1/31/2017
TSDF EPA ID:	NJD002200046
Transporter EPA ID:	NJ0000027193

NYCTA - GUN HILL DEPOT (Continued) **1000554336**

Transporter 2 EPA ID:	Not reported
Transporter 3 EPA ID:	Not reported
Transporter 4 EPA ID:	Not reported
Transporter 5 EPA ID:	Not reported
Transporter 6 EPA ID:	Not reported
Transporter 7 EPA ID:	Not reported
Transporter 8 EPA ID:	Not reported
Transporter 9 EPA ID:	Not reported
Transporter 10 EPA ID:	Not reported
Date Trans1 Transported Waste:	Not reported
Date Trans2 Transported Waste:	Not reported
Date Trans3 Transported Waste:	Not reported
Date Trans4 Transported Waste:	Not reported
Date Trans5 Transported Waste:	Not reported
Date Trans6 Transported Waste:	Not reported
Date Trans7 Transported Waste:	Not reported
Date Trans8 Transported Waste:	Not reported
Date Trans9 Transported Waste:	Not reported
Date Trans10 Transported Waste:	Not reported
Date TSDF Received Waste:	Not reported
TSDF EPA Facility Name:	Not reported
QTY Units:	Not reported
Transporter SEQ ID:	Not reported
Transporter-1 Date:	Not reported
Waste SEQ ID:	Not reported
Waste Type Code 2:	Not reported
Waste Type Code 3:	Not reported
Waste Type Code 4:	Not reported
Waste Type Code 5:	Not reported
Waste Type Code 6:	Not reported
Date Accepted:	Not reported
Manifest Discrepancy Type:	Not reported
Data Entry Number:	Not reported
Was Load Rejected:	BROOKLYN 11201
Reason Load Was Rejected:	Not reported

Manifest Number:	000519326VES
EPA ID:	NYD986967974
Date Shipped:	6/24/2013
TSDF EPA ID:	NJD980536593
Transporter EPA ID:	NJD080631369
Transporter 2 EPA ID:	Not reported
Transporter 3 EPA ID:	Not reported
Transporter 4 EPA ID:	Not reported
Transporter 5 EPA ID:	Not reported
Transporter 6 EPA ID:	Not reported
Transporter 7 EPA ID:	Not reported
Transporter 8 EPA ID:	Not reported
Transporter 9 EPA ID:	Not reported
Transporter 10 EPA ID:	Not reported
Date Trans1 Transported Waste:	Not reported
Date Trans2 Transported Waste:	Not reported
Date Trans3 Transported Waste:	Not reported
Date Trans4 Transported Waste:	Not reported
Date Trans5 Transported Waste:	Not reported
Date Trans6 Transported Waste:	Not reported
Date Trans7 Transported Waste:	Not reported

NYCTA - GUN HILL DEPOT (Continued) **1000554336**

Date Trans8 Transported Waste:	Not reported
Date Trans9 Transported Waste:	Not reported
Date Trans10 Transported Waste:	Not reported
Date TSDF Received Waste:	Not reported
TSDF EPA Facility Name:	Not reported
QTY Units:	Not reported
Transporter SEQ ID:	Not reported
Transporter-1 Date:	Not reported
Waste SEQ ID:	Not reported
Waste Type Code 2:	Not reported
Waste Type Code 3:	Not reported
Waste Type Code 4:	Not reported
Waste Type Code 5:	Not reported
Waste Type Code 6:	Not reported
Date Accepted:	Not reported
Manifest Discrepancy Type:	Not reported
Data Entry Number:	Not reported
Was Load Rejected:	BROOKLYN 11201
Reason Load Was Rejected:	Not reported

Waste:

Manifest Year:	Not reported
Waste Code:	D005 D008 D006
Hand Code:	Not reported
Quantity:	800.00 Pounds

Manifest Number:	014162163JJK
EPA ID:	NYD986967974
Date Shipped:	8/6/2015
TSDF EPA ID:	NJD002200046
Transporter EPA ID:	NJ0000027193
Transporter 2 EPA ID:	Not reported
Transporter 3 EPA ID:	Not reported
Transporter 4 EPA ID:	Not reported
Transporter 5 EPA ID:	Not reported
Transporter 6 EPA ID:	Not reported
Transporter 7 EPA ID:	Not reported
Transporter 8 EPA ID:	Not reported
Transporter 9 EPA ID:	Not reported
Transporter 10 EPA ID:	Not reported
Date Trans1 Transported Waste:	Not reported
Date Trans2 Transported Waste:	Not reported
Date Trans3 Transported Waste:	Not reported
Date Trans4 Transported Waste:	Not reported
Date Trans5 Transported Waste:	Not reported
Date Trans6 Transported Waste:	Not reported
Date Trans7 Transported Waste:	Not reported
Date Trans8 Transported Waste:	Not reported
Date Trans9 Transported Waste:	Not reported
Date Trans10 Transported Waste:	Not reported
Date TSDF Received Waste:	Not reported
TSDF EPA Facility Name:	Not reported
QTY Units:	Not reported
Transporter SEQ ID:	Not reported
Transporter-1 Date:	Not reported
Waste SEQ ID:	Not reported
Waste Type Code 2:	Not reported

NYCTA - GUN HILL DEPOT (Continued) **1000554336**

Waste Type Code 3:	Not reported
Waste Type Code 4:	Not reported
Waste Type Code 5:	Not reported
Waste Type Code 6:	Not reported
Date Accepted:	Not reported
Manifest Discrepancy Type:	Not reported
Data Entry Number:	Not reported
Was Load Rejected:	BROOKLYN 11201
Reason Load Was Rejected:	Not reported
Manifest Number:	003634534JJK
EPA ID:	NYD986967974
Date Shipped:	10/31/2007
TSDF EPA ID:	NJD002200046
Transporter EPA ID:	NJ0000027193
Transporter 2 EPA ID:	Not reported
Transporter 3 EPA ID:	Not reported
Transporter 4 EPA ID:	Not reported
Transporter 5 EPA ID:	Not reported
Transporter 6 EPA ID:	Not reported
Transporter 7 EPA ID:	Not reported
Transporter 8 EPA ID:	Not reported
Transporter 9 EPA ID:	Not reported
Transporter 10 EPA ID:	Not reported
Date Trans1 Transported Waste:	10/31/2007
Date Trans2 Transported Waste:	Not reported
Date Trans3 Transported Waste:	Not reported
Date Trans4 Transported Waste:	Not reported
Date Trans5 Transported Waste:	Not reported
Date Trans6 Transported Waste:	Not reported
Date Trans7 Transported Waste:	Not reported
Date Trans8 Transported Waste:	Not reported
Date Trans9 Transported Waste:	Not reported
Date Trans10 Transported Waste:	Not reported
Date TSDF Received Waste:	10/31/2007
TSDF EPA Facility Name:	Not reported
QTY Units:	Not reported
Transporter SEQ ID:	Not reported
Transporter-1 Date:	Not reported
Waste SEQ ID:	Not reported
Waste Type Code 2:	Not reported
Waste Type Code 3:	Not reported
Waste Type Code 4:	Not reported
Waste Type Code 5:	Not reported
Waste Type Code 6:	Not reported
Date Accepted:	Not reported
Manifest Discrepancy Type:	Not reported
Data Entry Number:	Not reported
Was Load Rejected:	BROOKLYN 11201
Reason Load Was Rejected:	Not reported
Manifest Number:	000892220JJK
EPA ID:	NYD986967974
Date Shipped:	02/13/2009
TSDF EPA ID:	NJD002200046
Transporter EPA ID:	NJ0000027193
Transporter 2 EPA ID:	Not reported

NYCTA - GUN HILL DEPOT (Continued) **1000554336**

Transporter 3 EPA ID:	Not reported
Transporter 4 EPA ID:	Not reported
Transporter 5 EPA ID:	Not reported
Transporter 6 EPA ID:	Not reported
Transporter 7 EPA ID:	Not reported
Transporter 8 EPA ID:	Not reported
Transporter 9 EPA ID:	Not reported
Transporter 10 EPA ID:	Not reported
Date Trans1 Transported Waste:	02/13/2009
Date Trans2 Transported Waste:	Not reported
Date Trans3 Transported Waste:	Not reported
Date Trans4 Transported Waste:	Not reported
Date Trans5 Transported Waste:	Not reported
Date Trans6 Transported Waste:	Not reported
Date Trans7 Transported Waste:	Not reported
Date Trans8 Transported Waste:	Not reported
Date Trans9 Transported Waste:	Not reported
Date Trans10 Transported Waste:	Not reported
Date TSDF Received Waste:	02/13/2009
TSDF EPA Facility Name:	Not reported
QTY Units:	Not reported
Transporter SEQ ID:	Not reported
Transporter-1 Date:	Not reported
Waste SEQ ID:	Not reported
Waste Type Code 2:	Not reported
Waste Type Code 3:	Not reported
Waste Type Code 4:	Not reported
Waste Type Code 5:	Not reported
Waste Type Code 6:	Not reported
Date Accepted:	Not reported
Manifest Discrepancy Type:	Not reported
Data Entry Number:	Not reported
Was Load Rejected:	BROOKLYN 11201
Reason Load Was Rejected:	Not reported

Waste:

Manifest Year:	Not reported
Waste Code:	D002
Hand Code:	H111
Quantity:	55 G

Manifest Number:	014168422JJK
EPA ID:	NYD986967974
Date Shipped:	11/24/2015
TSDF EPA ID:	NJD002200046
Transporter EPA ID:	NJ0000027193
Transporter 2 EPA ID:	Not reported
Transporter 3 EPA ID:	Not reported
Transporter 4 EPA ID:	Not reported
Transporter 5 EPA ID:	Not reported
Transporter 6 EPA ID:	Not reported
Transporter 7 EPA ID:	Not reported
Transporter 8 EPA ID:	Not reported
Transporter 9 EPA ID:	Not reported
Transporter 10 EPA ID:	Not reported
Date Trans1 Transported Waste:	Not reported
Date Trans2 Transported Waste:	Not reported

NYCTA - GUN HILL DEPOT (Continued) **1000554336**

Date Trans3 Transported Waste:	Not reported
Date Trans4 Transported Waste:	Not reported
Date Trans5 Transported Waste:	Not reported
Date Trans6 Transported Waste:	Not reported
Date Trans7 Transported Waste:	Not reported
Date Trans8 Transported Waste:	Not reported
Date Trans9 Transported Waste:	Not reported
Date Trans10 Transported Waste:	Not reported
Date TSDF Received Waste:	Not reported
TSDF EPA Facility Name:	Not reported
QTY Units:	Not reported
Transporter SEQ ID:	Not reported
Transporter-1 Date:	Not reported
Waste SEQ ID:	Not reported
Waste Type Code 2:	Not reported
Waste Type Code 3:	Not reported
Waste Type Code 4:	Not reported
Waste Type Code 5:	Not reported
Waste Type Code 6:	Not reported
Date Accepted:	Not reported
Manifest Discrepancy Type:	Not reported
Data Entry Number:	Not reported
Was Load Rejected:	BROOKLYN 11201
Reason Load Was Rejected:	Not reported

Manifest Number:	003636150JJK
EPA ID:	NYD986967974
Date Shipped:	12/15/2011
TSDF EPA ID:	NJD002200046
Transporter EPA ID:	NJ0000027193
Transporter 2 EPA ID:	Not reported
Transporter 3 EPA ID:	Not reported
Transporter 4 EPA ID:	Not reported
Transporter 5 EPA ID:	Not reported
Transporter 6 EPA ID:	Not reported
Transporter 7 EPA ID:	Not reported
Transporter 8 EPA ID:	Not reported
Transporter 9 EPA ID:	Not reported
Transporter 10 EPA ID:	Not reported
Date Trans1 Transported Waste:	Not reported
Date Trans2 Transported Waste:	Not reported
Date Trans3 Transported Waste:	Not reported
Date Trans4 Transported Waste:	Not reported
Date Trans5 Transported Waste:	Not reported
Date Trans6 Transported Waste:	Not reported
Date Trans7 Transported Waste:	Not reported
Date Trans8 Transported Waste:	Not reported
Date Trans9 Transported Waste:	Not reported
Date Trans10 Transported Waste:	Not reported
Date TSDF Received Waste:	Not reported
TSDF EPA Facility Name:	Not reported
QTY Units:	Not reported
Transporter SEQ ID:	Not reported
Transporter-1 Date:	Not reported
Waste SEQ ID:	Not reported
Waste Type Code 2:	Not reported
Waste Type Code 3:	Not reported

NYCTA - GUN HILL DEPOT (Continued) **1000554336**

Waste Type Code 4:	Not reported
Waste Type Code 5:	Not reported
Waste Type Code 6:	Not reported
Date Accepted:	Not reported
Manifest Discrepancy Type:	Not reported
Data Entry Number:	Not reported
Was Load Rejected:	BROOKLYN 11201
Reason Load Was Rejected:	Not reported

Waste:

Manifest Year:	Not reported
Waste Code:	D002
Hand Code:	H111
Quantity:	55.00 gallons

Manifest Number:	001034720JJK
EPA ID:	NYD986967974
Date Shipped:	03/15/2007
TSDF EPA ID:	NJD002200046
Transporter EPA ID:	NJ0000027193
Transporter 2 EPA ID:	Not reported
Transporter 3 EPA ID:	Not reported
Transporter 4 EPA ID:	Not reported
Transporter 5 EPA ID:	Not reported
Transporter 6 EPA ID:	Not reported
Transporter 7 EPA ID:	Not reported
Transporter 8 EPA ID:	Not reported
Transporter 9 EPA ID:	Not reported
Transporter 10 EPA ID:	Not reported
Date Trans1 Transported Waste:	03/15/2007
Date Trans2 Transported Waste:	Not reported
Date Trans3 Transported Waste:	Not reported
Date Trans4 Transported Waste:	Not reported
Date Trans5 Transported Waste:	Not reported
Date Trans6 Transported Waste:	Not reported
Date Trans7 Transported Waste:	Not reported
Date Trans8 Transported Waste:	Not reported
Date Trans9 Transported Waste:	Not reported
Date Trans10 Transported Waste:	Not reported
Date TSDF Received Waste:	03/15/2007
TSDF EPA Facility Name:	Not reported
QTY Units:	Not reported
Transporter SEQ ID:	Not reported
Transporter-1 Date:	Not reported
Waste SEQ ID:	Not reported
Waste Type Code 2:	Not reported
Waste Type Code 3:	Not reported
Waste Type Code 4:	Not reported
Waste Type Code 5:	Not reported
Waste Type Code 6:	Not reported
Date Accepted:	Not reported
Manifest Discrepancy Type:	Not reported
Data Entry Number:	Not reported
Was Load Rejected:	BROOKLYN 11201
Reason Load Was Rejected:	Not reported

Waste:

NYCTA - GUN HILL DEPOT (Continued) **1000554336**

Manifest Year: Not reported
Waste Code: D001
Hand Code: H06
Quantity: 110 G

Manifest Number: 001056421GBF
EPA ID: NYD986967974
Date Shipped: 07/06/2010
TSDF EPA ID: NJD002200046
Transporter EPA ID: NJ0000027193
Transporter 2 EPA ID: Not reported
Transporter 3 EPA ID: Not reported
Transporter 4 EPA ID: Not reported
Transporter 5 EPA ID: Not reported
Transporter 6 EPA ID: Not reported
Transporter 7 EPA ID: Not reported
Transporter 8 EPA ID: Not reported
Transporter 9 EPA ID: Not reported
Transporter 10 EPA ID: Not reported
Date Trans1 Transported Waste: 07/06/2010
Date Trans2 Transported Waste: Not reported
Date Trans3 Transported Waste: Not reported
Date Trans4 Transported Waste: Not reported
Date Trans5 Transported Waste: Not reported
Date Trans6 Transported Waste: Not reported
Date Trans7 Transported Waste: Not reported
Date Trans8 Transported Waste: Not reported
Date Trans9 Transported Waste: Not reported
Date Trans10 Transported Waste: Not reported
Date TSDF Received Waste: 07/06/2010
TSDF EPA Facility Name: Not reported
QTY Units: Not reported
Transporter SEQ ID: Not reported
Transporter-1 Date: Not reported
Waste SEQ ID: Not reported
Waste Type Code 2: Not reported
Waste Type Code 3: Not reported
Waste Type Code 4: Not reported
Waste Type Code 5: Not reported
Waste Type Code 6: Not reported
Date Accepted: Not reported
Manifest Discrepancy Type: Not reported
Data Entry Number: Not reported
Was Load Rejected: BROOKLYN 11201
Reason Load Was Rejected: Not reported

Waste:
Manifest Year: Not reported
Waste Code: D008
Hand Code: H111
Quantity: 200 P

Manifest Year: Not reported
Waste Code: D002
Hand Code: H141
Quantity: 55 G

NYCTA - GUN HILL DEPOT (Continued) **1000554336**

Manifest Number:	001023590JJK
EPA ID:	NYD986967974
Date Shipped:	05/31/2007
TSDF EPA ID:	NJD002200046
Transporter EPA ID:	NJ0000027193
Transporter 2 EPA ID:	Not reported
Transporter 3 EPA ID:	Not reported
Transporter 4 EPA ID:	Not reported
Transporter 5 EPA ID:	Not reported
Transporter 6 EPA ID:	Not reported
Transporter 7 EPA ID:	Not reported
Transporter 8 EPA ID:	Not reported
Transporter 9 EPA ID:	Not reported
Transporter 10 EPA ID:	Not reported
Date Trans1 Transported Waste:	05/31/2007
Date Trans2 Transported Waste:	Not reported
Date Trans3 Transported Waste:	Not reported
Date Trans4 Transported Waste:	Not reported
Date Trans5 Transported Waste:	Not reported
Date Trans6 Transported Waste:	Not reported
Date Trans7 Transported Waste:	Not reported
Date Trans8 Transported Waste:	Not reported
Date Trans9 Transported Waste:	Not reported
Date Trans10 Transported Waste:	Not reported
Date TSDF Received Waste:	05/31/2007
TSDF EPA Facility Name:	Not reported
QTY Units:	Not reported
Transporter SEQ ID:	Not reported
Transporter-1 Date:	Not reported
Waste SEQ ID:	Not reported
Waste Type Code 2:	Not reported
Waste Type Code 3:	Not reported
Waste Type Code 4:	Not reported
Waste Type Code 5:	Not reported
Waste Type Code 6:	Not reported
Date Accepted:	Not reported
Manifest Discrepancy Type:	Not reported
Data Entry Number:	Not reported
Was Load Rejected:	BROOKLYN 11201
Reason Load Was Rejected:	Not reported

Waste:

Manifest Year:	Not reported
Waste Code:	D001
Hand Code:	H06
Quantity:	100 G

Manifest Number:	010914051JJK
EPA ID:	NYD986967974
Date Shipped:	1/20/2015
TSDF EPA ID:	NJD002200046
Transporter EPA ID:	NJ0000027193
Transporter 2 EPA ID:	Not reported
Transporter 3 EPA ID:	Not reported
Transporter 4 EPA ID:	Not reported
Transporter 5 EPA ID:	Not reported
Transporter 6 EPA ID:	Not reported

NYCTA - GUN HILL DEPOT (Continued) **1000554336**

Transporter 7 EPA ID:	Not reported
Transporter 8 EPA ID:	Not reported
Transporter 9 EPA ID:	Not reported
Transporter 10 EPA ID:	Not reported
Date Trans1 Transported Waste:	Not reported
Date Trans2 Transported Waste:	Not reported
Date Trans3 Transported Waste:	Not reported
Date Trans4 Transported Waste:	Not reported
Date Trans5 Transported Waste:	Not reported
Date Trans6 Transported Waste:	Not reported
Date Trans7 Transported Waste:	Not reported
Date Trans8 Transported Waste:	Not reported
Date Trans9 Transported Waste:	Not reported
Date Trans10 Transported Waste:	Not reported
Date TSDF Received Waste:	Not reported
TSDF EPA Facility Name:	Not reported
QTY Units:	Not reported
Transporter SEQ ID:	Not reported
Transporter-1 Date:	Not reported
Waste SEQ ID:	Not reported
Waste Type Code 2:	Not reported
Waste Type Code 3:	Not reported
Waste Type Code 4:	Not reported
Waste Type Code 5:	Not reported
Waste Type Code 6:	Not reported
Date Accepted:	Not reported
Manifest Discrepancy Type:	Not reported
Data Entry Number:	Not reported
Was Load Rejected:	BROOKLYN 11201
Reason Load Was Rejected:	Not reported

Manifest Number:	006874338JJK
EPA ID:	NYD986967974
Date Shipped:	8/22/2011
TSDF EPA ID:	NJD002200046
Transporter EPA ID:	NJ0000027193
Transporter 2 EPA ID:	Not reported
Transporter 3 EPA ID:	Not reported
Transporter 4 EPA ID:	Not reported
Transporter 5 EPA ID:	Not reported
Transporter 6 EPA ID:	Not reported
Transporter 7 EPA ID:	Not reported
Transporter 8 EPA ID:	Not reported
Transporter 9 EPA ID:	Not reported
Transporter 10 EPA ID:	Not reported
Date Trans1 Transported Waste:	Not reported
Date Trans2 Transported Waste:	Not reported
Date Trans3 Transported Waste:	Not reported
Date Trans4 Transported Waste:	Not reported
Date Trans5 Transported Waste:	Not reported
Date Trans6 Transported Waste:	Not reported
Date Trans7 Transported Waste:	Not reported
Date Trans8 Transported Waste:	Not reported
Date Trans9 Transported Waste:	Not reported
Date Trans10 Transported Waste:	Not reported
Date TSDF Received Waste:	Not reported
TSDF EPA Facility Name:	Not reported

NYCTA - GUN HILL DEPOT (Continued) **1000554336**

QTY Units:	Not reported
Transporter SEQ ID:	Not reported
Transporter-1 Date:	Not reported
Waste SEQ ID:	Not reported
Waste Type Code 2:	Not reported
Waste Type Code 3:	Not reported
Waste Type Code 4:	Not reported
Waste Type Code 5:	Not reported
Waste Type Code 6:	Not reported
Date Accepted:	Not reported
Manifest Discrepancy Type:	Not reported
Data Entry Number:	Not reported
Was Load Rejected:	BROOKLYN 11201
Reason Load Was Rejected:	Not reported

Waste:

Manifest Year:	Not reported
Waste Code:	D002
Hand Code:	H111
Quantity:	110.00 gallons

Manifest Number:	NJA5077088
EPA ID:	NYD986967974
Date Shipped:	05/19/2004
TSDF EPA ID:	NJD002200046
Transporter EPA ID:	NJ0000027193
Transporter 2 EPA ID:	Not reported
Transporter 3 EPA ID:	Not reported
Transporter 4 EPA ID:	Not reported
Transporter 5 EPA ID:	Not reported
Transporter 6 EPA ID:	Not reported
Transporter 7 EPA ID:	Not reported
Transporter 8 EPA ID:	Not reported
Transporter 9 EPA ID:	Not reported
Transporter 10 EPA ID:	Not reported
Date Trans1 Transported Waste:	05/19/2004
Date Trans2 Transported Waste:	Not reported
Date Trans3 Transported Waste:	Not reported
Date Trans4 Transported Waste:	Not reported
Date Trans5 Transported Waste:	Not reported
Date Trans6 Transported Waste:	Not reported
Date Trans7 Transported Waste:	Not reported
Date Trans8 Transported Waste:	Not reported
Date Trans9 Transported Waste:	Not reported
Date Trans10 Transported Waste:	Not reported
Date TSDF Received Waste:	05/19/2004
TSDF EPA Facility Name:	Not reported
QTY Units:	Not reported
Transporter SEQ ID:	Not reported
Transporter-1 Date:	Not reported
Waste SEQ ID:	Not reported
Waste Type Code 2:	Not reported
Waste Type Code 3:	Not reported
Waste Type Code 4:	Not reported
Waste Type Code 5:	Not reported
Waste Type Code 6:	Not reported
Date Accepted:	Not reported

NYCTA - GUN HILL DEPOT (Continued) **1000554336**

Manifest Discrepancy Type: Not reported
Data Entry Number: 06070422
Was Load Rejected: BROOKLYN 11201
Reason Load Was Rejected: Not reported

A11 **DEPOT** **NY Spills** **S121983129**
NNE **1910 BARTOW AVE** **N/A**
< 1/8 **BRONX, NY 10462**
0.032 mi.
167 ft. **Site 7 of 11 in cluster A**

Relative: **Higher**
Actual: **10 ft.**

SPILLS:

Name:	BUS DEPOT
Address:	1910 BARTOW AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	2010321 / 2021-03-23
Facility ID:	2010321
Facility Type:	ER
DER Facility ID:	179063
Site ID:	617361
DEC Region:	2
Spill Cause:	Human Error
Spill Class:	Not reported
SWIS:	0301
Spill Date:	2021-03-23
Investigator:	HRPATEL
Referred To:	Not reported
Reported to Dept:	2021-03-23
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Institutional, Educational, Gov., Other
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	Not reported
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2021-03-23
Spill Record Last Update:	2021-03-23
Spiller Name:	RIE ADELEYE
Spiller Company:	NYC TRANSIT
Spiller Address:	1910 BARTOW AVE
Spiller Company:	999
Contact Name:	RIE ADELEYE
DEC Memo:	"03/23/21-Hiralkumar Patel. approx. 5 gal waste oil spilled onto asphalt surface only. cleanup completed. case closed."
Remarks:	"Dumpster got tipped over and contents spilled at the bus depot no waterways affected. Clean-up is complete."

All Materials:

Site ID:	617361
Operable Unit ID:	1364495
Operable Unit:	01
Material ID:	2376929
Material Code:	0022

DEPOT (Continued) **S121983129**

Material Name:	waste oil/used oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	5.00
Units:	G
Recovered:	Not reported
Resource Affected:	Soil
Oxygenate:	Not reported

Name:	DEPOT
Address:	1910 BARTOW AVE
City,State,Zip:	BRONX, NY 10462
Spill Number/Closed Date:	1710332 / 2018-02-15
Facility ID:	1710332
Facility Type:	ER
DER Facility ID:	520243
Site ID:	566852
DEC Region:	2
Spill Cause:	Equipment Failure
Spill Class:	Not reported
SWIS:	0301
Spill Date:	2018-02-15
Investigator:	AAOBLIGA
Referred To:	Not reported
Reported to Dept:	2018-02-15
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Commercial Vehicle
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2018-02-15
Spill Record Last Update:	2018-02-28
Spiller Name:	ADELEYE
Spiller Company:	NYC TRANSIT
Spiller Address:	1910 BARTOW AVE
Spiller Company:	999
Contact Name:	ADELEYE
DEC Memo:	"2-15-18 - Obligado - Desk Duty - According to NYCTA Adeleye, the spill was contained and cleaned. No response needed. Spill Closed."
Remarks:	"contained and cleaned"

All Materials:

Site ID:	566852
Operable Unit ID:	1314769
Operable Unit:	01
Material ID:	2322456
Material Code:	0010
Material Name:	hydraulic oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	3.00

DEPOT (Continued) **S121983129**

Units:	G
Recovered:	Not reported
Resource Affected:	Not reported
Oxygenate:	Not reported
Name:	BUS DEPOT
Address:	1910 BARTOW AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	2102701 / Not Reported
Facility ID:	2102701
Facility Type:	ER
DER Facility ID:	179063
Site ID:	620453
DEC Region:	2
Spill Cause:	Unknown
Spill Class:	Not reported
SWIS:	0301
Spill Date:	2021-06-22
Investigator:	EJKIM
Referred To:	Not reported
Reported to Dept:	2021-06-22
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Commercial/Industrial
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	1
Date Entered In Computer:	2021-06-22
Spill Record Last Update:	2021-06-22
Spiller Name:	Not reported
Spiller Company:	NYC TRANSIT
Spiller Address:	Not reported
Spiller Company:	999
Contact Name:	MICHAEL MANDEC
DEC Memo:	"6/22/21 - Kim - Desk Duty - Hydrostatic sump test for UST Diesel, failed test, water leaked out. Tanks 1-10 already temporarily out of service, pre-work notification to close out tanks sent to NYSDEC in May 2021. No repair and retest currently planned as tanks are going to be CIP. Cleaning and closing in place of tanks are to be scheduled. Tank location is close to entrance of bus depot. Excavation would impact accessibility of the site. Subsurface investigation will be done by MTA's engineering group that handles MTA tank closures and long term petroleum remediation. Tank cleaning and subsurface investigation will take place before plans are finalized. Michael will forward my information to appropriate MTA group."
Remarks:	"sump test failure no known leak"

All Materials:

Site ID:	620453

DEPOT (Continued) **S121983129**

Operable Unit ID:	1367634
Operable Unit:	01
Material ID:	2380487
Material Code:	0064A
Material Name:	unknown material
Case No.:	Not reported
Material FA:	Other
Quantity:	Not reported
Units:	Not reported
Recovered:	Not reported
Resource Affected:	Not reported
Oxygenate:	Not reported

A12 **NYCTA GUN HILL DEPOT** **NY MANIFEST** **S123692057**
NNE **1910 BARTOW AVE** **N/A**
< 1/8 **BRONX, NY 10469**
0.032 mi.
167 ft. **Site 8 of 11 in cluster A**

Relative: **Higher**
Actual: **10 ft.**

NY MANIFEST:

Name:	NYCTA GUN HILL DEPOT
Address:	1910 BARTOW AVE
City,State,Zip:	BRONX, NY 10469-3428
Country:	USA
EPA ID:	NYD986967974
Facility Status:	Not reported
Location Address 1:	1910 BARTOW AVENUE
Code:	BP
Location Address 2:	Not reported
Total Tanks:	Not reported
Location City:	BRONX
Location State:	NY
Location Zip:	10461
Location Zip 4:	Not reported

NY MANIFEST:

EPAID:	NYD986967974
Mailing Name:	NYCTA GUN HILL DEPOT
Mailing Contact:	DANA L KAUFMANN
Mailing Address 1:	370 JAY STREET ROOM 809
Mailing Address 2:	Not reported
Mailing City:	BROOKLYN
Mailing State:	NY
Mailing Zip:	11201
Mailing Zip 4:	Not reported
Mailing Country:	USA
Mailing Phone:	7183304581

NY MANIFEST:

Document ID:	Not reported
Manifest Status:	Not reported
seq:	Not reported
Year:	2018
Trans1 State ID:	TXR000050930
Trans2 State ID:	Not reported
Generator Ship Date:	12/16/2011
Trans1 Recv Date:	12/16/2011

NYCTA GUN HILL DEPOT (Continued) **S123692057**

Trans2 Recv Date:	Not reported
TSD Site Recv Date:	01/04/2012
Part A Recv Date:	Not reported
Part B Recv Date:	Not reported
Generator EPA ID:	NYD986967974
Trans1 EPA ID:	Not reported
Trans2 EPA ID:	Not reported
TSDF ID 1:	ILD980613913
TSDF ID 2:	Not reported
Manifest Tracking Number:	002766082SKS
Import Indicator:	N
Export Indicator:	N
Discr Quantity Indicator:	N
Discr Type Indicator:	N
Discr Residue Indicator:	N
Discr Partial Reject Indicator:	N
Discr Full Reject Indicator:	N
Manifest Ref Number:	Not reported
Alt Facility RCRA ID:	Not reported
Alt Facility Sign Date:	Not reported
MGMT Method Type Code:	H020
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Quantity:	36
Units:	P - Pounds
Number of Containers:	1
Container Type:	DM - Metal drums, barrels
Handling Method:	R Material recovery of more than 75 percent of the total material.
Specific Gravity:	1
Waste Code:	F005
Waste Code 1_2:	F003
Waste Code 1_3:	D001
Waste Code 1_4:	D018
Waste Code 1_5:	D035
Waste Code 1_6:	Not reported

A13 **GUN HILL BUS DEPOT** **NY CBS** **S117394550**
NNE **1910 BARTOW AVENUE** **NY Spills** **N/A**
< 1/8 **BRONX, NY 10469**
0.032 mi.
167 ft. **Site 9 of 11 in cluster A**

Relative:
Higher

Actual:
10 ft.

CBS:

Name:	GUN HILL BUS DEPOT
Address:	1910 BARTOW AVENUE
City,State,Zip:	BRONX, NY 10469
CBS Number:	2-000293
Program Type:	CBS
Facility Status:	Active
Expiration Date:	08/11/2023
Dec Region:	2
UTMX:	598196.22516
UTMY:	4524729.08711

GUN HILL BUS DEPOT (Continued) **S117394550**

SPILLS:

Name:	NYC TRANSIT GUNHILL DEPOT
Address:	1910 BARTOW AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	1410148 / 2015-01-21
Facility ID:	1410148
Facility Type:	ER
DER Facility ID:	179063
Site ID:	503819
DEC Region:	2
Spill Cause:	Equipment Failure
Spill Class:	Not reported
SWIS:	0301
Spill Date:	2015-01-16
Investigator:	RJFENG
Referred To:	Not reported
Reported to Dept:	2015-01-16
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Commercial Vehicle
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2015-01-16
Spill Record Last Update:	2015-01-21
Spiller Name:	ROCHELLE KNOWLDEN
Spiller Company:	NYC TRANSIT
Spiller Address:	1910 BARTOW AVE
Spiller Company:	999
Contact Name:	ROCHELLE KNOWLDEN
DEC Memo:	"1/16/2015 - Feng - Duty Desk. Talked to Rochell Knowlden of NYCT (646-252-5777). The diesel tank alarm went off. About 5 gallons of diesel went to the sump. The tank is out of service. The sump has been cleaned up. They are investigating the the cause of the release. The tank is 4,000-gallon UST. DEC required to be notified regarding the cause of the release upon the completed of the investigation. 1/21/2015 - Feng - In term of the spill, the sump has been cleaned up, the spill is contained and the tank is out of service. Spill is closed. The case is referred to PBS for assessing the need of tank test and PBS inspection. Spill is closed."
Remarks:	"LOSS TO SUMP, C/U IN PROGRESS"

All Materials:

Site ID:	503819
Operable Unit ID:	1253163
Operable Unit:	01
Material ID:	2255372
Material Code:	0008
Material Name:	diesel
Case No.:	Not reported

GUN HILL BUS DEPOT (Continued) **S117394550**

Material FA:	Petroleum
Quantity:	5.00
Units:	G
Recovered:	Not reported
Resource Affected:	Not reported
Oxygenate:	Not reported

A14 **SUMP** **NY Spills** **S121985379**
NNE **1910 BARTOW AVE** **N/A**
< 1/8 **BRONX, NY**
0.032 mi.
167 ft. **Site 10 of 11 in cluster A**

Relative: **Higher**
Actual: **10 ft.**

SPILLS:

Name:	SUMP
Address:	1910 BARTOW AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	1800880 / 2018-04-25
Facility ID:	1800880
Facility Type:	ER
DER Facility ID:	179063
Site ID:	569403
DEC Region:	2
Spill Cause:	Equipment Failure
Spill Class:	C4
SWIS:	0301
Spill Date:	2018-04-25
Investigator:	PXLAKHAN
Referred To:	Not reported
Reported to Dept:	2018-04-25
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Commercial/Industrial
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2018-04-25
Spill Record Last Update:	2018-04-25
Spiller Name:	ISABEL POTTER
Spiller Company:	NYCTA
Spiller Address:	1910 BARTOW AVE
Spiller Company:	999
Contact Name:	ISABEL POTTER
DEC Memo:	"04/25/18 - Lakhani 2 gallons of antifreeze was spilled to the tank's sump. The antifreeze was contained to the sump. Spill is in the process of being cleaned. Spill is closed."
Remarks:	"clean up has started spill is contained"

All Materials:

Site ID:	569403
Operable Unit ID:	1317259
Operable Unit:	01

SUMP (Continued) **S121985379**

Material ID:	2325071
Material Code:	0043A
Material Name:	antifreeze
Case No.:	Not reported
Material FA:	Other
Quantity:	2.00
Units:	G
Recovered:	Not reported
Resource Affected:	Not reported
Oxygenate:	Not reported

A15 **GUNHILL BUS DEPOT** **NY LTANKS S103824023**
NNE **1910 BARTOW AVE** **NY Spills N/A**
< 1/8 **BRONX, NY**
0.032 mi.
167 ft. **Site 11 of 11 in cluster A**

Relative: **Higher**

Actual: **10 ft.**

LTANKS:

Name:	GUNHILL BUS DEPOT
Address:	1910 BARTOW AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	9812963 / 2004-05-19
Facility ID:	9812963
Site ID:	216289
Spill Date:	1999-01-21
Spill Cause:	Tank Failure
Spill Source:	Commercial/Industrial
Spill Class:	C3
Cleanup Ceased:	Not reported
SWIS:	0301
Investigator:	MCTIBBE
Referred To:	Not reported
Reported to Dept:	1999-01-21
CID:	257
Water Affected:	Not reported
Spill Notifier:	Responsible Party
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	1999-01-21
Spill Record Last Update:	2004-05-19
Spiller Name:	ERIC JONES
Spiller Company:	GUNHILL BUS DEPOT
Spiller Address:	1910 BARTOW AVE
Spiller County:	001
Spiller Contact:	ERIC JONES
Spiller Phone:	(718) 243-4581
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	179063
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was TIBBE 5/12/04 - AUSTIN - TRANSFERRED FROM TOMASELO TO TIBBE - END Refer to 01-30050."
Remarks:	"RESULTS BACK FROM SAMPLES TAKEN DURING A TANK PULL"

GUNHILL BUS DEPOT (Continued) **S103824023**

All Materials:

Site ID:	216289
Operable Unit ID:	1073411
Operable Unit:	01
Material ID:	313236
Material Code:	0022
Material Name:	waste oil/used oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Resource Affected:	Soil
Oxygenate:	Not reported

Name:	GUN HILL DEPOT
Address:	1910 BARTOW AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	9800075 / 2005-02-22
Facility ID:	9800075
Site ID:	244288
Spill Date:	1998-04-01
Spill Cause:	Tank Overfill
Spill Source:	Commercial/Industrial
Spill Class:	C3
Cleanup Ceased:	Not reported
SWIS:	2401
Investigator:	MCTIBBE
Referred To:	Not reported
Reported to Dept:	1998-04-02
CID:	252
Water Affected:	Not reported
Spill Notifier:	Local Agency
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	1998-04-02
Spill Record Last Update:	2005-02-22
Spiller Name:	FRANK CABERRA
Spiller Company:	N Y T A
Spiller Address:	1910 BARTOW AVE
Spiller County:	001
Spiller Contact:	FRANK CABERRA
Spiller Phone:	(718) 430-4843
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	200657
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was TIBBE transferred from hale to tibbe on 10/14/03. 10/14/04: As per a 10/13/04 NYCT e-mail, neither OSS nor DOB have any further information pertaining to this spill except the following: the fuel oil was spilled into a tank manway during transfer. Product was pumped out by DOB. 02-22-05: The spill involved heating that spilled during trasnfer of product. It was reported as contained in the tank

GUNHILL BUS DEPOT (Continued) **S103824023**

manway. Both manways were test on 3/3/04 and they passed. If any product leaked into the ground from this spill, it will be treated as part of the ongoing remediatial project being conducted under spill #9000631."

Remarks: "SPILL HAS BEEN CONTAINED IN THE TANK MAN WAY-SPILL CREW IS ON SITE FOR CLEANUP."

All Materials:

Site ID:	244288
Operable Unit ID:	1057497
Operable Unit:	01
Material ID:	325633
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	500.00
Units:	G
Recovered:	500.00
Resource Affected:	Impervious Surface
Oxygenate:	Not reported

SPILLS:

Name:	GLENHILL BUS DEPOT
Address:	1910 BARTOW AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	1007748 / 2010-11-08
Facility ID:	1007748
Facility Type:	ER
DER Facility ID:	179063
Site ID:	441190
DEC Region:	2
Spill Cause:	Human Error
Spill Class:	Not reported
SWIS:	0301
Spill Date:	2010-10-05
Investigator:	HRAHMED
Referred To:	Not reported
Reported to Dept:	2010-10-21
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Commercial/Industrial
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2010-10-21
Spill Record Last Update:	2010-11-08
Spiller Name:	Not reported
Spiller Company:	NYC TRANSIT
Spiller Address:	Not reported
Spiller Company:	999
Contact Name:	JENIFER WUOTINEN

GUNHILL BUS DEPOT (Continued) **S103824023**

DEC Memo: "10/29/10-Spoke to Haroon of Bus Depot. As per him, URS stored oil-water mix in two 55 gal, which they pumped out from monitoring well as part of a remediation project. The drums were labeled as Do not touch. URS remediation project only. . on 10/05/10, one of the transit employee dumped those drums in a catch basin that leads to city sewer assuming clean water. The event was recorded in security camara. Asked him if DEP was notified. He will update me later, if DEP was notify as Jenifar was out-of-office today. He will forward me the investigation report.
11/08/10-HRAHMED-Spoke to Jennifer of NYC Transit. As per her, the drum was dupmed in storm drainage. Ask her to notify DEP. This case is closed. "

Remarks: "employee dumped 110gall contaminated water and belief went to storm sewer -"

All Materials:

Site ID:	441190
Operable Unit ID:	1191762
Operable Unit:	01
Material ID:	2186951
Material Code:	9999
Material Name:	other - petroleum contaminated ground
Case No.:	Not reported
Material FA:	Other
Quantity:	110.00
Units:	G
Recovered:	Not reported
Resource Affected:	Sewer
Oxygenate:	Not reported

Name:	GUN HILL BUS DEPOT
Address:	1910 BARTOW AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	1007604 / 2010-10-18
Facility ID:	1007604
Facility Type:	ER
DER Facility ID:	179063
Site ID:	441031
DEC Region:	2
Spill Cause:	Equipment Failure
Spill Class:	Not reported
SWIS:	0301
Spill Date:	2010-10-17
Investigator:	hrpatel
Referred To:	Not reported
Reported to Dept:	2010-10-17
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Commercial/Industrial
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False

GUNHILL BUS DEPOT (Continued) **S103824023**

UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2010-10-17
Spill Record Last Update:	2010-10-18
Spiller Name:	JENNIFER WUOTINEN
Spiller Company:	NYC TRANSIT
Spiller Address:	1910 BARTOW AVE
Spiller Company:	999
Contact Name:	JENNIFER WUOTINEN
DEC Memo:	"10/18/10-Hiralkumar Patel. 11:11 AM:- spoke with Jen. oil spilled onto concrete in fueling lane while repairing fill line. some oil got into on-site drain which ends into oil/water separator. spill on surface was cleaned up. case closed."
Remarks:	"Caller reporting a spill of 3.5 gallons to pavement, additional unknown to the sewer. Sewer has an oil water seperator. Clean up of the visibule spill is complete."

All Materials:

Site ID:	441031
Operable Unit ID:	1191615
Operable Unit:	01
Material ID:	2186784
Material Code:	0008
Material Name:	diesel
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	3.50
Units:	G
Recovered:	Not reported
Resource Affected:	Sewer
Oxygenate:	Not reported

Name:	GUN HILL BUS DEPOT
Address:	1910 BARTOW AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	1801702 / 2018-05-15
Facility ID:	1801702
Facility Type:	ER
DER Facility ID:	179063
Site ID:	570242
DEC Region:	2
Spill Cause:	Human Error
Spill Class:	Not reported
SWIS:	0301
Spill Date:	2018-05-15
Investigator:	RJFENG
Referred To:	Not reported
Reported to Dept:	2018-05-15
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Commercial/Industrial
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False

GUNHILL BUS DEPOT (Continued) **S103824023**

UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2018-05-15
Spill Record Last Update:	2018-05-15
Spiller Name:	Not reported
Spiller Company:	GUN HILL BUS DEPOT
Spiller Address:	Not reported
Spiller Company:	999
Contact Name:	LEA
DEC Memo:	"5/15/2018 - Feng - Duty Desk. Spoke to Lea Benes of NYCT. It is by human error. She was notified by another department of NYCT and she then reported it to DEC. A nozzle was hanging on the container overnight and spilled over 20 gallons of motor oil onto the floor of the depot. The floor is in concrete pavement. They had applied oil rag and speedy dry. The speedy dry has been swept up already. No soil and no drain has been affected. Cleanup is completed. Lea Benes NYCT 646-252-5777 Lea.Benes@NYCT.com email from Lea Benes Good Afternoon, Earlier today (at 8:26am) I received a call from NYCT Bus Command Center (Superintendent Allen, was the reporter) reporting a spill occurred at Gun Hill Bus Depot at approximately 2:30am. I was told that the motor oil nozzle was sitting/resting in a spill container and the container overflowed; causing 20 gallons of oil to be spilled inside the bus depot. I was informed that no sewers or soil was contaminated with the material spilled, as well as, the material was cleaned by cleaners from the bus depot. The cause of this spill was a human error. Spill has been cleaned up. Spill is closed. "
Remarks:	"spill to paved surface/clean up complete"

All Materials:

Site ID:	570242
Operable Unit ID:	1318090
Operable Unit:	01
Material ID:	2326015
Material Code:	0015
Material Name:	motor oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	20.00
Units:	G
Recovered:	Not reported
Resource Affected:	Not reported
Oxygenate:	Not reported

Name:	MTA
Address:	1910 BARTOW AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	0508511 / 2005-10-17
Facility ID:	0508511
Facility Type:	ER
DER Facility ID:	179063

GUNHILL BUS DEPOT (Continued) **S103824023**

Site ID:	354064
DEC Region:	2
Spill Cause:	Other
Spill Class:	Not reported
SWIS:	0301
Spill Date:	2005-10-16
Investigator:	JBVOUGHT
Referred To:	Not reported
Reported to Dept:	2005-10-16
CID:	41
Water Affected:	Not reported
Spill Source:	Commercial Vehicle
Spill Notifier:	Citizen
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2005-10-17
Spill Record Last Update:	2005-10-17
Spiller Name:	Not reported
Spiller Company:	MTA
Spiller Address:	1910 BARTOW AVE
Spiller Company:	001
Contact Name:	Not reported
DEC Memo:	"10/17/05-Vought-Spoke with DEC Tibbe and he suggested I call Rachel Krone (646-252-5773). Vought called Krone and left message to return call. Vought received message from Krone and returned call. Vought faxed Krone copy of spill report and closed spill."
Remarks:	"works for MTA - trucks in parking lot carrying fertilizer - makes smell and people are getting ill - due to rain, fertilizer is leaking onto ground - tractor trailer license NY44086-PA, Freight Liner Tractor - Trailer # is 1890B9. On corner of Edson Avenue"

All Materials:

Site ID:	354064
Operable Unit ID:	1111503
Operable Unit:	01
Material ID:	2101544
Material Code:	0064A
Material Name:	unknown material
Case No.:	Not reported
Material FA:	Other
Quantity:	Not reported
Units:	G
Recovered:	.00
Resource Affected:	Soil
Oxygenate:	Not reported

Name:	GUN HILL DEPOT
Address:	1910 BARTOW AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	9805477 / 1998-08-03
Facility ID:	9805477
Facility Type:	ER

GUNHILL BUS DEPOT (Continued) **S103824023**

DER Facility ID:	200657
Site ID:	244289
DEC Region:	2
Spill Cause:	Equipment Failure
Spill Class:	C3
SWIS:	2401
Spill Date:	1998-08-02
Investigator:	MCTIBBE
Referred To:	Not reported
Reported to Dept:	1998-08-02
CID:	384
Water Affected:	Not reported
Spill Source:	Commercial Vehicle
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	1998-08-02
Spill Record Last Update:	2002-05-13
Spiller Name:	CALLER
Spiller Company:	RAD ENERGY
Spiller Address:	7 HAMPTON ROAD
Spiller Company:	001
Contact Name:	MR KRASS
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was TIBBE CLEANED BY RP."
Remarks:	"while filling deisel fuel into tank, hose on truck broke and spilled deisel. all was cleaned up with absorbant material."

All Materials:

Site ID:	244289
Operable Unit ID:	1066645
Operable Unit:	01
Material ID:	320219
Material Code:	0008
Material Name:	diesel
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	80.00
Units:	G
Recovered:	80.00
Resource Affected:	Soil
Oxygenate:	Not reported

Name:	GUNHILL DEPOT
Address:	1910 BARTOW AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	0702670 / 2007-06-19
Facility ID:	0702670
Facility Type:	ER
DER Facility ID:	179063
Site ID:	382429
DEC Region:	2
Spill Cause:	Other

GUNHILL BUS DEPOT (Continued) **S103824023**

Spill Class:	C4
SWIS:	0301
Spill Date:	2007-06-04
Investigator:	smsanges
Referred To:	Not reported
Reported to Dept:	2007-06-04
CID:	444
Water Affected:	Not reported
Spill Source:	Institutional, Educational, Gov., Other
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	Not reported
UST Trust:	Not reported
Remediation Phase:	0
Date Entered In Computer:	2007-06-04
Spill Record Last Update:	2007-06-19
Spiller Name:	GEORGE CUNNINGHAM
Spiller Company:	GUNHILL DEPOT
Spiller Address:	1910 BARTOW AVE
Spiller Company:	001
Contact Name:	GEORGE CUNNINGHAM
DEC Memo:	"spill was pumped out."
Remarks:	"priming tanks and some went into sump at depot: in process of pumping out"

All Materials:

Site ID:	382429
Operable Unit ID:	1139828
Operable Unit:	01
Material ID:	2129871
Material Code:	0008
Material Name:	diesel
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	30.00
Units:	G
Recovered:	.00
Resource Affected:	Soil
Oxygenate:	Not reported

Name:	CONCRETE
Address:	1910 BARTOW AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	1706859 / 2017-10-14
Facility ID:	1706859
Facility Type:	ER
DER Facility ID:	179063
Site ID:	561188
DEC Region:	2
Spill Cause:	Unknown
Spill Class:	Not reported
SWIS:	0301
Spill Date:	2017-10-14
Investigator:	HRPATEL
Referred To:	Not reported

GUNHILL BUS DEPOT (Continued) **S103824023**

Reported to Dept:	2017-10-14
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Commercial/Industrial
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2017-10-14
Spill Record Last Update:	2017-10-17
Spiller Name:	JESSICA
Spiller Company:	NYC TRANSIT
Spiller Address:	1910 BARTOW AVE
Spiller Company:	999
Contact Name:	JESSICA
DEC Memo:	"10/14/17-Hiralkumar Patel. 5:28 PM:- spoke with Jessica. approx. 10 gal of motor oil spilled onto concrete surface inside a bus depot. no soil/drain/sewer affected. cleanup completed. case closed."
Remarks:	"possible over fill clean up is on going"

All Materials:

Site ID:	561188
Operable Unit ID:	1309169
Operable Unit:	01
Material ID:	2316250
Material Code:	0015
Material Name:	motor oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	10.00
Units:	G
Recovered:	Not reported
Resource Affected:	Not reported
Oxygenate:	Not reported

Name:	COMMERCIAL
Address:	1910 BARTOW AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	1611293 / 2017-03-20
Facility ID:	1611293
Facility Type:	ER
DER Facility ID:	179063
Site ID:	542169
DEC Region:	2
Spill Cause:	Equipment Failure
Spill Class:	C4
SWIS:	0301
Spill Date:	2017-03-17
Investigator:	TJDEMEO
Referred To:	Not reported
Reported to Dept:	2017-03-17
CID:	Not reported
Water Affected:	Not reported

GUNHILL BUS DEPOT (Continued) **S103824023**

Spill Source:	Commercial Vehicle
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2017-03-17
Spill Record Last Update:	2017-03-20
Spiller Name:	Not reported
Spiller Company:	NYCTA
Spiller Address:	Not reported
Spiller Company:	999
Contact Name:	DANIEL YU
DEC Memo:	"3/17/17 TJD NYCTA reported 3 gallon antifreeze spill to concrete. Spill cleaned by NYCTA personnel. No further action required. Spill closed."
Remarks:	"The spill was over concrete ,the cleanup is completed."

All Materials:

Site ID:	542169
Operable Unit ID:	1290706
Operable Unit:	01
Material ID:	2296584
Material Code:	0043A
Material Name:	antifreeze
Case No.:	Not reported
Material FA:	Other
Quantity:	3.00
Units:	G
Recovered:	Not reported
Resource Affected:	Not reported
Oxygenate:	Not reported

Name:	GUN HILL BUS DEPOT
Address:	1910 BARTOW AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	1105316 / 2011-08-10
Facility ID:	1105316
Facility Type:	ER
DER Facility ID:	179063
Site ID:	452968
DEC Region:	2
Spill Cause:	Human Error
Spill Class:	Not reported
SWIS:	0301
Spill Date:	2011-08-09
Investigator:	vszhune
Referred To:	Not reported
Reported to Dept:	2011-08-09
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Institutional, Educational, Gov., Other
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False

GUNHILL BUS DEPOT (Continued) **S103824023**

Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2011-08-09
Spill Record Last Update:	2011-08-10
Spiller Name:	Not reported
Spiller Company:	NYC TRANS
Spiller Address:	Not reported
Spiller Company:	999
Contact Name:	CLAIRE
DEC Memo:	"08/08/11-Zhune called Claire Samon from NYC transit 718-415-4923. She said human error caused the spill. They were doing bus maintenance at the Gun Hill Bus depot. Spill wen onto the floor. It was contained and all cleanedup. Spill Closed."
Remarks:	"SPILL TO SHOP FLOOR CLEANUP COMPLETE."

All Materials:

Site ID:	452968
Operable Unit ID:	1203128
Operable Unit:	01
Material ID:	2199745
Material Code:	0015
Material Name:	motor oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	20.00
Units:	G
Recovered:	Not reported
Resource Affected:	Not reported
Oxygenate:	Not reported

Name:	GUN HILL DEPOT
Address:	1910 BARTOW AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	0004780 / 2000-12-28
Facility ID:	0004780
Facility Type:	ER
DER Facility ID:	179063
Site ID:	216288
DEC Region:	2
Spill Cause:	Abandoned Drums
Spill Class:	C3
SWIS:	0301
Spill Date:	2000-07-21
Investigator:	MCTIBBE
Referred To:	Not reported
Reported to Dept:	2000-07-21
CID:	382
Water Affected:	Not reported
Spill Source:	Commercial/Industrial
Spill Notifier:	Responsible Party
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False

GUNHILL BUS DEPOT (Continued) **S103824023**

UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2000-07-21
Spill Record Last Update:	2000-12-28
Spiller Name:	CALLER
Spiller Company:	NYC TRANSIT
Spiller Address:	370 JAY ST
Spiller Company:	001
Contact Name:	JOSEPHINE BROWN
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was TIBBE 12/28/00 - CONTAINED AND CLEANED BY NYCT."
Remarks:	"DRUM DISCOVERED WITH HOLE IN IT. CLEANED UP BY TRANSIT AUTHORITY. "

All Materials:

Site ID:	216288
Operable Unit ID:	825846
Operable Unit:	01
Material ID:	549513
Material Code:	0043A
Material Name:	antifreeze
Case No.:	Not reported
Material FA:	Other
Quantity:	55.00
Units:	G
Recovered:	55.00
Resource Affected:	Soil
Oxygenate:	Not reported

Name:	IN ROADWAY
Address:	1910 BARTOW AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	1011017 / 2011-01-31
Facility ID:	1011017
Facility Type:	ER
DER Facility ID:	179063
Site ID:	444640
DEC Region:	2
Spill Cause:	Unknown
Spill Class:	Not reported
SWIS:	0301
Spill Date:	2011-01-29
Investigator:	vszhune
Referred To:	Not reported
Reported to Dept:	2011-01-29
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Unknown
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2011-01-29
Spill Record Last Update:	2011-01-31

GUNHILL BUS DEPOT (Continued) **S103824023**

Spiller Name:	Not reported
Spiller Company:	UNK
Spiller Address:	Not reported
Spiller Company:	999
Contact Name:	OFFICER KENEALLY
DEC Memo:	"Duplicate spill #1011018 was closed and referred to this spill. 01/29/11- Zhune spoke to FD. One of the buses at the MTA Buses Depot spilled diesel. Approximately 55 gallons. 50 gallons went to the sewer and 5 gallons to parking lot. FD cleaned spill at parking lot. DEP was notified of spill that went to sewer. Spill closed "
Remarks:	"NYPD operation reading off screen - Possibly across from Con Ed Plant"

All Materials:

Site ID:	444640
Operable Unit ID:	1195084
Operable Unit:	01
Material ID:	2191073
Material Code:	0064A
Material Name:	unknown material
Case No.:	Not reported
Material FA:	Other
Quantity:	Not reported
Units:	Not reported
Recovered:	Not reported
Resource Affected:	Not reported
Oxygenate:	Not reported

Click this hyperlink while viewing on your computer to access
2 additional NY SPILL: record(s) in the EDR Site Report.

C16 **POLE 10269** **NY Spills** **S109582764**
WNW **BARTOW AVE & WICKHAM AVE** **N/A**
< 1/8 **BRONX, NY**
0.034 mi.
179 ft. **Site 2 of 4 in cluster C**

Relative: **Higher**
Actual: **33 ft.**

SPILLS:

Name:	POLE 10269
Address:	BARTOW AVE & WICKHAM AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	0901682 / 2009-06-18
Facility ID:	0901682
Facility Type:	ER
DER Facility ID:	362815
Site ID:	413691
DEC Region:	2
Spill Cause:	Equipment Failure
Spill Class:	C4
SWIS:	0301
Spill Date:	2009-05-11
Investigator:	RWAUSTIN
Referred To:	Not reported
Reported to Dept:	2009-05-11
CID:	Not reported

POLE 10269 (Continued) **S109582764**

Water Affected:	Not reported
Spill Source:	Commercial/Industrial
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2009-05-11
Spill Record Last Update:	2009-06-18
Spiller Name:	ERT
Spiller Company:	CON ED
Spiller Address:	BARTOW AVE & WICKHAM AVE
Spiller Company:	999
Contact Name:	ERT
DEC Memo:	"6/18/09 - Austin - 1/2 pint of aerial cable oil leaked onto grass - grass removed and replaced - Spill cleaned up and closed - see final EMIS in eDocs - end"
Remarks:	"DUE TO A LEAKING CABLE ABOUT HALF A PINT SPILLED TO SOIL. CLEAN UP IS IN PROGRESS."

All Materials:

Site ID:	413691
Operable Unit ID:	1170103
Operable Unit:	01
Material ID:	2161818
Material Code:	0541A
Material Name:	dielectric fluid
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	Not reported
Units:	G
Recovered:	Not reported
Resource Affected:	Soil
Oxygenate:	Not reported

D17 **SPILL NUMBER 0101069** **NY Spills** **S105055655**
NNW **2820 BRUNNER AVE** **N/A**
< 1/8 **BRONX, NY**
0.036 mi.
188 ft. **Site 1 of 5 in cluster D**

Relative: SPILLS:
Higher

Actual:
20 ft.

Name:	SPILL NUMBER 0101069
Address:	2820 BRUNNER AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	0101069 / 2003-06-12
Facility ID:	0101069
Facility Type:	ER
DER Facility ID:	231150
Site ID:	285041
DEC Region:	2
Spill Cause:	Equipment Failure
Spill Class:	C4
SWIS:	0301
Spill Date:	2001-04-27

SPILL NUMBER 0101069 (Continued) **S105055655**

Investigator:	JHOCONNE
Referred To:	Not reported
Reported to Dept:	2001-04-27
CID:	281
Water Affected:	Not reported
Spill Source:	Commercial/Industrial
Spill Notifier:	Responsible Party
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2001-04-27
Spill Record Last Update:	2003-06-26
Spiller Name:	Not reported
Spiller Company:	CON EDISON
Spiller Address:	4 IRVING PLACE
Spiller Company:	001
Contact Name:	CHARLIE MCCARTHY
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was O'CONNELL E2MIS 136701 27-APR-2001 13:25 Emergency Troubleshooter H.V. Charles Brown # 19532 responding to consumer call found 5 ozs of dielectric fluid from aerial joint had leaked on to her parking shed, soil, and sidewalk area. No visiible fire or smoke involved. No sewers or waterways affected. Installed pads, aerial joint in process of being bagged to stop leak. Sample taken. Clean up in progress as 50-499 PPM. 27-APR-2001 14:06 Flush Supervisor Charles D'Alisera at location reports that parking shed owner is Heather Hudson , 2820 Bruner Ave Bronx N.Y. Telephone # 1-718- 379-4150. 27-APR-2001 16:55 Flush Supervisor Charles D'Alisera # 19532, reports that Flush Mechanic Joe Rohe cleaned sidewalk, removed 2' X 2' area of soil, removed a few stains on customers parking shed, using simple green speedy dry and absorbent pads. They. generated two, 5 gallon pails of hazardous debris which will be brought under the one trip rule to the tempoary Hazardous waste cabinet in Van Nest servuce center, pending sample results. Clean up has been completed at 16:55 Hrs. 28-APR-2001 0700 test results LSN # 01-05248-001 Results <1.0 PPM....Copy in folder...Results not available on system..... Job closed out no 50-499 PPM checlist required. J.Graham # 79275 23-JAN-2002 @ 23:35 Hrs Permanent repairs completed as per Engineering records dated 12/20/01. 12-October-2002 00:12 Hrs Engineering reports repairs completed 09/24/2002. 06-DEC-2002 11:19 Engineering records confirm that the affected joint was repaired on 9/24/02. "
Remarks:	"5 OUNCES OF ABOVE MATERIAL SPILLED AT ABOVE LOCATION. SAMPLE HAS BEEN TAKEN AND CLEANUP IS IN PROGRESS. MATERIAL TREATED AS 50/499 PPM. SPILLED DUE TO AIRIAL JOINT FAILURE. CON ED # 136701."

SPILL NUMBER 0101069 (Continued) **S105055655**

All Materials:

Site ID:	285041
Operable Unit ID:	839840
Operable Unit:	01
Material ID:	536775
Material Code:	0541A
Material Name:	dielectric fluid
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	1.00
Units:	G
Recovered:	.00
Resource Affected:	Soil
Oxygenate:	Not reported

D18 **SIDEWALK** **NY Spills** **S104194894**
NNW **2820 BRUNER AV** **N/A**
< 1/8 **BRONX, NY**
0.036 mi.
188 ft. **Site 2 of 5 in cluster D**

Relative: **Higher**

Actual: **20 ft.**

SPILLS:

Name:	SIDEWALK
Address:	2820 BRUNER AV
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	9906920 / 2003-06-18
Facility ID:	9906920
Facility Type:	ER
DER Facility ID:	259689
Site ID:	322356
DEC Region:	2
Spill Cause:	Equipment Failure
Spill Class:	C4
SWIS:	0301
Spill Date:	1999-09-09
Investigator:	JHOCONNE
Referred To:	Not reported
Reported to Dept:	1999-09-09
CID:	255
Water Affected:	Not reported
Spill Source:	Commercial/Industrial
Spill Notifier:	Responsible Party
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	1999-09-09
Spill Record Last Update:	2003-06-18
Spiller Name:	Not reported
Spiller Company:	CON EDISON
Spiller Address:	4 IRVING PLACE
Spiller Company:	999
Contact Name:	BILL MURPHY
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was

SIDEWALK (Continued) **S104194894**

O'CONNELL E2MIS 127713 09/09/99
@ 21:30 HRS. TROUBLE SHOOTER E. TORRES REPORTS THAT AN AERIAL FEEDER LEAKED A FEW DROPS ON SIDEWALK
IN FRONT OF HOUSE # 2820 BRUNER AVE, POLE # 8974 OFF BARTOW AVE IN THE BRONX. HE WRAPPED THE JOINTS
AND WIPED DOWN THE CABLES ON THE POLE. THE DROPS ON THE SIDE WALK WERE DRIED AND COULD NOT BE WIPED
UP, FOLLOW UP CLEANING WILL BE NEEDED WITH THE POWDER BLASTER TO REMOVE THE STAINS FROM THE SIDE
WALK. THERE ARE NO DRAINS OR WATERWAYS AFFECTED. CLEAN UP WILL BE HANDLED AS 50 - 499 PPM. ECS
TICKET # XE99010412 09/09/99 @ 21:58 HRS. NOTIFIED CIG W. MURPHY 9/17/99 @ 15:00 HRS. O/S C.
D'ALISERA REPORTS THAT THE SPOTS ON SIDWALK IN FRONT OF # 2820 BRUNER AVE WERE REWASHED AND
SCRUBBED WITH WIRE BRUSHES. STAIN BECAME LIGHTER, BUT IS STILL VISABLE, IF CUSTOMER IS NOT
SATISFIED WITH CLEAN UP MR. D'ALISERA RECOMMENDS THAT THE SIDE WALK BE REPLACED. 27-JAN-2003 10:00
As per field inspection performed on 1/21/03, leaking aerial joint was replaced. "

Remarks: "OVERHEAD CABLE JOINT - LEAKED 10 DROPS ON SIDEWALK - WILL BE CLEANED UP PENDING ASSUMING PCP CONCENTRATION IS 40 - 499 PPM CON ED #127713"

All Materials:

Site ID:	322356
Operable Unit ID:	1085348
Operable Unit:	01
Material ID:	299632
Material Code:	0541A
Material Name:	dielectric fluid
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	1.00
Units:	G
Recovered:	.00
Resource Affected:	Soil
Oxygenate:	Not reported

D19 **POLE 8974** **NY Spills** **S103483132**
NNW **IFO 2820 BRUNER AV** **N/A**
< 1/8 **BRONX, NY**
0.036 mi.
188 ft. **Site 3 of 5 in cluster D**

Relative:
Higher

Actual:
20 ft.

SPILLS:

Name:	POLE 8974
Address:	IFO 2820 BRUNER AV
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	9805519 / 2005-03-30
Facility ID:	9805519
Facility Type:	ER
DER Facility ID:	175311
Site ID:	211550
DEC Region:	2
Spill Cause:	Equipment Failure
Spill Class:	C4

POLE 8974 (Continued) **S103483132**

SWIS:	0301
Spill Date:	1998-08-03
Investigator:	JHOCONNE
Referred To:	Not reported
Reported to Dept:	1998-08-03
CID:	323
Water Affected:	Not reported
Spill Source:	Commercial/Industrial
Spill Notifier:	Responsible Party
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	1998-08-03
Spill Record Last Update:	2005-03-30
Spiller Name:	MIKE CEASAR
Spiller Company:	CON ED
Spiller Address:	Not reported
Spiller Company:	001
Contact Name:	MIKE CEASAR
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was O'CONNELL E2MIS 118795 CUSTOMER CLAIMS OIL LEAKING FROM AERIAL JT ON POLE 8974 F/O 2820 BRUNER AVE..P MONGELLO SUPV RPTS APPROX 1 OZ ON SOIL...CREW PRESENTLY CONTAINING LEAK BY PACKING CROTCH AREA OF JT. SOIL REMOVAL PENDING. CLEANUP COMPLETE 2055 8/3/98 04-SEP-1998 CUSTOMER AT 2822 BRUNER COMPLAINED ABOUT OIL DRIPPING FROM JOINT. SEE B-TICKET XE98006291. LOCATION CHECKED BY T/S. THERE WAS NO OIL DRIPPING. WATER WAS DRIPPING FROM THE OUTER WRAPPING. T/S IMPROVED CONTAINMENT. REPAIRS TO BE SCHEDULED. 07-JAN-2004 13:43 - Engineering records confirm permanent repairs completed on 9/24/02."
Remarks:	"1 OUNCE FROM A LEAKING AREIAL JOINT."

All Materials:

Site ID:	211550
Operable Unit ID:	1066697
Operable Unit:	01
Material ID:	320261
Material Code:	0541A
Material Name:	dielectric fluid
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	1.00
Units:	G
Recovered:	1.00
Resource Affected:	Soil
Oxygenate:	Not reported

E20
NNE
< 1/8
0.039 mi.
204 ft.

MANHOLE 27703
BARTOW AVE / GRACE AVE
BRONX, NY

Site 1 of 13 in cluster E

NY Spills **S106722446**
N/A

Relative:
Higher

Actual:
10 ft.

SPILLS:

Name:	MANHOLE 27703
Address:	BARTOW AVE / GRACE AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	0408356 / 2004-12-28
Facility ID:	0408356
Facility Type:	ER
DER Facility ID:	268316
Site ID:	333070
DEC Region:	2
Spill Cause:	Unknown
Spill Class:	C4
SWIS:	0301
Spill Date:	2004-10-28
Investigator:	JHOCONNE
Referred To:	Not reported
Reported to Dept:	2004-10-28
CID:	73
Water Affected:	Not reported
Spill Source:	Unknown
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2004-10-29
Spill Record Last Update:	2004-12-28
Spiller Name:	Not reported
Spiller Company:	Not reported
Spiller Address:	Not reported
Spiller Company:	001
Contact Name:	ERT DESK
DEC Memo:	"e2mis no. 156003: 28-Oct-2004 01:30 hrs Sr. Field Operator, Tom Murphy (08409), while locating a fault on Feeder 7x26 in MH-27703 located at s/s Bartow Ave 40' e/e/c Grace Ave, Bronx, NY reports finding ~ 2 gallons of unknown oil on 1000 gallons of water. Crew hung environmental tag # 25793 in structure. Crew took a sample for PCB & OIL ID on chain of custody (dd-08939). Clean up pending sample results Lab Sequence Number: 04-08852-001 - TOTAL PCB <1 ppm Cleanup started at 16:20 and the CFS tanker filled with 3200 gallons of non-hazardous liquid around 18:15. The hole is making water from the ground and unsure if it natural occurring or a water main leak in the area. The DEP was notified of the situation to confirm the presence of chlorine and another CFS tanker (silver bullet) was sent and that also filled and the cleanup was unable to be performed. As per recommendation of the crews that if 2 CFS tankers worked

MANHOLE 27703 (Continued) **S106722446**

simultaneously they could keep the water
down. This will be attempted on the 11-7 shift. The liquid was brought
to Astoria WWTF. 29-Oct-2004
05:05 Flush Mech D. Rodriguez 01075 reported that the CFS silver
bullet tanker and a CFS tanker
simultaneously sucked the water down long enough for the flush truck
to suck up 200lbs of lead
hazardous mud and then the tankers got full. The cleanup was unabled
to be completed and the water
was coming up through the sump. 29-Oct-2004 21:20 Oper Superv C. D'
Alisera 48339 reported the
water problem was isolated by the DEP at 18:15 and the water should
start to subside. Cleanup began
and was completed at 21:00 performing a double wash and rinse removing
100lbs of lead hazardous
debris to be brought to Hellgate Pit for temporary storage. Env tag
25793 was removed and the
location is still being pumped down until the feeder is marked up and
the faulted portion removed.
Once that is complete, the water can be pumped to the street and the
pumps can be used for the
cleanup at MH-29257 up the street-e2mis 156029 if necessary. The total
water amount will be
calculated once the pumping has stopped and the CFS tankers have
removed all the water from the
frat tanks. 30-Oct-2004 08:30 hrs The defective 3w1w PILC joint has
been removed and replaced by a
20' insert of 1c750 EPRNL cable and a 3w1w Raychen Stop joint. Clean
Venture Crew reports a total
of 53,000 gallons on non-hazardous water was removed from this
manhole. Two 20,000 gallons
FRAC-BOXES are on site and loaded. CFS tankers have removed a total of
13,000 gallons from the
BOXES so far. The Astoria Processing Plant is currnetly off-line and
is being worked on. When the
Plant is back on-line, we will have round the clock tankers scheduled
to off load the 2 BOXES. The
Clean up is complete."

Remarks: "NO TO ALL 5 QUESTIONS. CLEAN UP PENDING SAMPLE RESULTS. CON ED REF # 156003"

All Materials:

Site ID:	333070
Operable Unit ID:	1095252
Operable Unit:	01
Material ID:	575391
Material Code:	0066A
Material Name:	unknown petroleum
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	2.00
Units:	G
Recovered:	.00
Resource Affected:	Soil
Oxygenate:	Not reported

D21 **NEAR POLE 8975** **NY Spills** **S109582739**
NW **2825 BRUNER AVE** **N/A**
< 1/8 **BRONX, NY**
0.042 mi.
223 ft. **Site 4 of 5 in cluster D**

Relative:
Higher

Actual:
28 ft.

SPILLS:

Name:	NEAR POLE 8975
Address:	2825 BRUNER AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	0901654 / 2009-06-22
Facility ID:	0901654
Facility Type:	ER
DER Facility ID:	362782
Site ID:	413656
DEC Region:	2
Spill Cause:	Unknown
Spill Class:	C4
SWIS:	0301
Spill Date:	2009-05-11
Investigator:	Con Ed Unassigned
Referred To:	Not reported
Reported to Dept:	2009-05-11
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Commercial/Industrial
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	Not reported
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2009-05-11
Spill Record Last Update:	2009-06-22
Spiller Name:	Not reported
Spiller Company:	CON ED
Spiller Address:	Not reported
Spiller Company:	999
Contact Name:	ERT
DEC Memo:	"06/22/09 - See eDocs for Con Ed report detailing cleanup and closure. "
Remarks:	"approx 4oz cable oil spilled onto soil and private vehicle, cause unk, clean up in progress."

All Materials:

Site ID:	413656
Operable Unit ID:	1170073
Operable Unit:	01
Material ID:	2161791
Material Code:	0020B
Material Name:	cable oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	Not reported
Units:	Not reported
Recovered:	Not reported
Resource Affected:	Soil
Oxygenate:	Not reported

F22 **GUNHILL DEPOT** **NY Spills** **S104654173**
ESE **GUNHILL ROAD** **N/A**
< 1/8 **BRONX, NY**
0.042 mi.
224 ft. **Site 1 of 3 in cluster F**

Relative: **Higher**

Actual: **7 ft.**

SPILLS:

Name:	GUNHILL DEPOT
Address:	GUNHILL ROAD
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	0003914 / 2000-12-28
Facility ID:	0003914
Facility Type:	ER
DER Facility ID:	152560
Site ID:	181950
DEC Region:	2
Spill Cause:	Human Error
Spill Class:	C3
SWIS:	0301
Spill Date:	2000-06-29
Investigator:	MCTIBBE
Referred To:	Not reported
Reported to Dept:	2000-06-29
CID:	282
Water Affected:	Not reported
Spill Source:	Commercial Vehicle
Spill Notifier:	Responsible Party
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2000-06-29
Spill Record Last Update:	2000-12-28
Spiller Name:	JOSEPHINE BROWN
Spiller Company:	NYC TRANSIT AUTHORITY
Spiller Address:	370 JAY STREET
Spiller Company:	001
Contact Name:	JOSEPHINE BROWN
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was TIBBE 12/28/00 - NYCT CONTAINED AND CLEANED."
Remarks:	"A TANKER TRUCK WAS AMKING A DELIVERY WHEN A CAR RAN OVER ITS HOSE. "

All Materials:

Site ID:	181950
Operable Unit ID:	826315
Operable Unit:	01
Material ID:	548667
Material Code:	0008
Material Name:	diesel
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	15.00
Units:	G
Recovered:	15.00
Resource Affected:	Soil
Oxygenate:	Not reported

F23 **BUS GARAGE** **NY Spills** **S103573003**
ESE **1910 BARTHOL AVE** **N/A**
< 1/8 **BRONX, NY**
0.042 mi.
224 ft. **Site 2 of 3 in cluster F**

Relative: **Higher**

Actual: **7 ft.**

SPILLS:

Name:	BUS GARAGE
Address:	1910 BARTHOL AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	9808816 / 1999-10-22
Facility ID:	9808816
Facility Type:	ER
DER Facility ID:	169203
Site ID:	203464
DEC Region:	2
Spill Cause:	Deliberate
Spill Class:	B3
SWIS:	0301
Spill Date:	1998-10-01
Investigator:	SMSANGES
Referred To:	Not reported
Reported to Dept:	1998-10-15
CID:	270
Water Affected:	Not reported
Spill Source:	Commercial Vehicle
Spill Notifier:	Citizen
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	1998-10-15
Spill Record Last Update:	1999-10-25
Spiller Name:	Not reported
Spiller Company:	BUS GARAGE
Spiller Address:	1910 BARTHOL AVE
Spiller Company:	001
Contact Name:	Not reported
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was SANGESLAND FAXED TO DEP."
Remarks:	"CALLER STATES THAT SUBJECTS ARE WASHING DOWN FUEL INTO DRAINS AND SEWER"

All Materials:

Site ID:	203464
Operable Unit ID:	1070002
Operable Unit:	01
Material ID:	316300
Material Code:	0008
Material Name:	diesel
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	25.00
Units:	G
Recovered:	.00
Resource Affected:	Sewer
Oxygenate:	Not reported

F24 **GUN HILL DEPOT** **NY LTANKS** **S104621199**
ESE **GUN HILL DEPOT** **N/A**
< 1/8 **BRONX, NY**
0.042 mi.
224 ft. **Site 3 of 3 in cluster F**

Relative:
Higher

Actual:
7 ft.

LTANKS:

Name:	GUN HILL DEPOT
Address:	GUN HILL DEPOT
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	9506254 / 2000-12-27
Facility ID:	9506254
Site ID:	298566
Spill Date:	1995-08-16
Spill Cause:	Tank Failure
Spill Source:	Commercial/Industrial
Spill Class:	C3
Cleanup Ceased:	Not reported
SWIS:	0301
Investigator:	MCTIBBE
Referred To:	Not reported
Reported to Dept:	1995-08-21
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Responsible Party
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	True
Remediation Phase:	0
Date Entered In Computer:	1995-09-27
Spill Record Last Update:	2000-12-27
Spiller Name:	Not reported
Spiller Company:	NYCTA
Spiller Address:	Not reported
Spiller County:	999
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	241540
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was TIBBE transfered from Hale to Tibbe on 12/27/00. refer to 90-00631. tanks repaired/replaced/upgraded. remediation ongoing."
Remarks:	"TANK LEAKED AT SITE NO FURTHER INFO"

All Materials:

Site ID:	298566
Operable Unit ID:	1021069
Operable Unit:	01
Material ID:	364224
Material Code:	0008
Material Name:	diesel
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	-1.00
Units:	G
Recovered:	.00
Resource Affected:	Soil
Oxygenate:	Not reported

D25 **SPILL NUMBER 0202283** **NY Spills** **S106004163**
NNW **2822 BRUNNER AVE** **N/A**
< 1/8 **BRONX, NY**
0.043 mi.
227 ft. **Site 5 of 5 in cluster D**

Relative: **Higher**

Actual: **19 ft.**

SPILLS:

Name:	SPILL NUMBER 0202283
Address:	2822 BRUNNER AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	0202283 / 2003-04-21
Facility ID:	0202283
Facility Type:	ER
DER Facility ID:	119972
Site ID:	140476
DEC Region:	2
Spill Cause:	Equipment Failure
Spill Class:	C4
SWIS:	0301
Spill Date:	2002-06-03
Investigator:	JHOCONNE
Referred To:	Not reported
Reported to Dept:	2002-06-03
CID:	396
Water Affected:	Not reported
Spill Source:	Commercial/Industrial
Spill Notifier:	Responsible Party
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2002-06-03
Spill Record Last Update:	2003-04-22
Spiller Name:	Not reported
Spiller Company:	CON EDISON
Spiller Address:	4 IRVING PLACE
Spiller Company:	001
Contact Name:	MARK SCHLAGEL
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was O'CONNELL e2MIS no. 143-138: 03-JUN-2002 11:29 Underground Operating Supervisor C. Clarke 16836 reports Emergency Trbl shooter HV E. Caronaro found 1 quart of dielectric fluid leaked from a joint at pole 8974 onto soil and concrete. No smoke or fire is/was involved and no sewers, waterways or private property affected. Cleanup to be performed as 50-499 ppm PCB. Joint to be wrapped and cleanup in progress. CIG M. Schlagel 18276 notified 11:32 03-JUN-2002 12:18 Environmental Flush Operating Supervisor C. D'Alisera on location, reports that leaking joint is associated with a leaking joint from incident 136701. New joint is 10 feet from the leaking joint associated with 136701. Lab results from 136701 indicate <1 ppm PCB. 03-JUN-2002 12:31 Clean up being performed as 50-499, Soil and grass removed from impacted area, sidewalk cleanup in progress. 03-JUN-2002 13:32

SPILL NUMBER 0202283 (Continued) **S106004163**

Environmental Flush Operating
Supervisor C. D'Alisera 48339 reports cleanup complete @ 13:23. A 4' X 4' area of soil was removed,
and the concrete sidewalk was cleaned utilizing degreaser and absorbents. 3 5-gallon drums of
assumed 50-499 ppm PCB waste generated to be transported under the one trip rule to Van Nest
Service Center Temp Hazardous waste storage area. Environmental Flush Mech A E. Gafur 19528
performed cleanup as assumed 50-499 ppm PCB cleanup. 03-JUN-2002 13:38 Environmental Flush
Operating Supervisor C. D'Alisera 48339 reports insufficient oil to sample, waste will be disposed
of as 50-499 ppm PCB.
==========
-----Original Message----- From: Siesfeld, James Sent: Tuesday, June 04, 2002 12:41 AM To: Budds,
David Cc: dl - BX/West EH&S C.C. Subject: Site Restoration Required: Incident 143138 David: Site
restoration is required in front of 2822 Brunner Avenue on the Bronx as a result of an
environmental cleanup associated with a leaking aerial joint were soil and grass were removed from
an approximate 4' by 4' area. Account No. A3227 should be charged for this work. Please contact
Flush OS Charlie D'Alissera who was on location if you have site-specific questions. Thank you. Jim
Siesfeld Sr. EHS Specialist Bx/W ECC EHS Desk (914) 925-6219 04-June-2002 00:43 Hrs Incident
reviewed and emailed to J.McCabe, C. Deierlien, and K. Bove. J.Siesfeld #84253 12-October-2002
00:12 Hrs Engineering reports repairs completed 09/24/2002."

Remarks: "ref # 143138. treating as 50 to 499ppm and spill is from a pole mounded trans # 8974."

All Materials:

Site ID:	140476
Operable Unit ID:	855378
Operable Unit:	01
Material ID:	520144
Material Code:	0541A
Material Name:	dielectric fluid
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	1.00
Units:	G
Recovered:	.00
Resource Affected:	Soil
Oxygenate:	Not reported

C26 **POLE #10269** **NY Spills** **S104193569**
WNW **1767 BARTOW AVE** **N/A**
< 1/8 **BRONX, NY**
0.044 mi.
231 ft. **Site 3 of 4 in cluster C**

Relative:
Higher

Actual:
37 ft.

SPILLS:

Name:	POLE #10269
Address:	1767 BARTOW AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	9905317 / 1999-11-05
Facility ID:	9905317
Facility Type:	ER
DER Facility ID:	264749
Site ID:	328958
DEC Region:	2
Spill Cause:	Equipment Failure
Spill Class:	C4
SWIS:	0301
Spill Date:	1999-08-03
Investigator:	JHOCONNE
Referred To:	Not reported
Reported to Dept:	1999-08-03
CID:	252
Water Affected:	Not reported
Spill Source:	Commercial/Industrial
Spill Notifier:	Responsible Party
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	1999-08-03
Spill Record Last Update:	2000-05-25
Spiller Name:	STEPHEN CRIBBIN
Spiller Company:	POLE #10269
Spiller Address:	1767 BARTOW AVE
Spiller Company:	001
Contact Name:	STEPHEN CRIBBIN
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was O'CONNELL con ed e2mis notes: 1 qt of dielectric fluid that leaked from a aerial joint off pole 10269. The oil leaked on the sidewalk approx a 5X5 area and the customer lawn approx a 3X3 area. A underground crew has been assigned to do the clean up and wrap the leaking joint. The joint is leaking 1 drop per 10 min, the cleanup will be done as 50-499 ppm. The area is rope off. Larry Fischer reports job completed. "
Remarks:	"MATERIAL LEAKING FROM JOINT-APPROX 1 QUART-CLEAN UP BEING DONE WITH 50 TO 499PPM. CON ED #127003"

All Materials:

Site ID:	328958
Operable Unit ID:	1083909
Operable Unit:	01
Material ID:	301617
Material Code:	0541A
Material Name:	dielectric fluid

POLE #10269 (Continued) **S104193569**

Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Resource Affected:	Soil
Oxygenate:	Not reported

C27 **2813 WICKHAM AVE.** **NY Spills** **S102143376**
WNW **2813 WICKHAM AVE.** **N/A**
< 1/8 **BRONX, NY**
0.056 mi.
295 ft. **Site 4 of 4 in cluster C**

Relative:
Higher

Actual:
39 ft.

SPILLS:

Name:	2813 WICKHAM AVE.
Address:	2813 WICKHAM AVE.
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	9208449 / 1992-10-23
Facility ID:	9208449
Facility Type:	ER
DER Facility ID:	67840
Site ID:	71739
DEC Region:	2
Spill Cause:	Equipment Failure
Spill Class:	D4
SWIS:	0301
Spill Date:	1992-10-05
Investigator:	KSTANG
Referred To:	Not reported
Reported to Dept:	1992-10-22
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Private Dwelling
Spill Notifier:	Other
Cleanup Ceased:	1992-10-23
Cleanup Meets Std:	True
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	1992-10-23
Spill Record Last Update:	2004-09-30
Spiller Name:	Not reported
Spiller Company:	Not reported
Spiller Address:	Not reported
Spiller Company:	001
Contact Name:	Not reported
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was TANG "
Remarks:	"RETURN LINE APPEARED TO BE CRACKED-MAY HAVE BEEN DONE WHILE INSTALLINGNEW BOILER-CONTRACTOR FOR BOILER WORK(GREEN WOOD BOILER SERVICE) SPILLWAS CONTAINED IN BASEMENT IN CONCRETE FLOOR &WHALECO CLEANDE"

All Materials:

Site ID:	71739

2813 WICKHAM AVE. (Continued) **S102143376**

Operable Unit ID:	975235
Operable Unit:	01
Material ID:	405544
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	3.00
Units:	G
Recovered:	.00
Resource Affected:	Soil
Oxygenate:	Not reported

Name:	2813 WICKHAM AVE.
Address:	2813 WICKHAM AVE.
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	9208969 / 1995-03-31
Facility ID:	9208969
Facility Type:	ER
DER Facility ID:	67840
Site ID:	71740
DEC Region:	2
Spill Cause:	Unknown
Spill Class:	C4
SWIS:	0301
Spill Date:	1992-11-03
Investigator:	KSTANG
Referred To:	Not reported
Reported to Dept:	1992-11-03
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Unknown
Spill Notifier:	Other
Cleanup Ceased:	1995-03-31
Cleanup Meets Std:	True
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	1992-11-04
Spill Record Last Update:	1995-03-31
Spiller Name:	Not reported
Spiller Company:	Not reported
Spiller Address:	Not reported
Spiller Company:	001
Contact Name:	Not reported
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was TANG "
Remarks:	"OIL SPILLED ON FLOOR-LIFTED TILES-NO FREE PRODUCT-CUST.CHANGED FROM OIL TO GAS-CONTRACTOR CUT-UP OLD TANK-SPILLED OIL WHILE MOVING TANK-SOMECLEAN-UP."

All Materials:

Site ID:	71740
Operable Unit ID:	975728
Operable Unit:	01
Material ID:	406039

2813 WICKHAM AVE. (Continued) **S102143376**

Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	-1.00
Units:	Not reported
Recovered:	.00
Resource Affected:	Soil
Oxygenate:	Not reported

G28 **GUN HILL MUFFLER INC.** **NY AST** **A100168790**
SSW **1733 EAST GUN HILL ROAD** **N/A**
< 1/8 **BRONX, NY 10469**
0.058 mi.
306 ft. **Site 1 of 8 in cluster G**

Relative:
Higher

Actual:
11 ft.

AST:

Name:	GUN HILL MUFFLER INC.
Address:	1733 EAST GUN HILL ROAD
City,State,Zip:	BRONX, NY 10469
Region:	STATE
DEC Region:	2
Site Status:	Active
Facility Id:	2-085758
Program Type:	PBS
UTM X:	598126.78240
UTM Y:	4524444.27129
Expiration Date:	04/07/2026
Site Type:	Auto Service/Repair (No Gasoline Sales)

Affiliation Records:

Site Id:	2077
Affiliation Type:	Mail Contact
Company Name:	GUN HILL MUFFLER INC.
Contact Type:	Not reported
Contact Name:	VICTOR J. CAMPOS
Address1:	1733 EAST GUN HILL ROAD
Address2:	Not reported
City:	BRONX
State:	NY
Zip Code:	10469
Country Code:	001
Phone:	(718) 513-3612
EMail:	GUNHILLMUFFLERS@HOTMAIL.COM
Fax Number:	Not reported
Modified By:	NRLOMBAR
Date Last Modified:	2011-04-07

Site Id:	2077
Affiliation Type:	Facility Operator
Company Name:	GUN HILL MUFFLER INC.
Contact Type:	Not reported
Contact Name:	VICTOR J. CAMPOS
Address1:	Not reported
Address2:	Not reported
City:	Not reported
State:	NN

GUN HILL MUFFLER INC. (Continued) **A100168790**

Zip Code:	Not reported
Country Code:	001
Phone:	(718) 513-3612
EMail:	Not reported
Fax Number:	Not reported
Modified By:	NRLOMBAR
Date Last Modified:	2011-04-07

Site Id:	2077
Affiliation Type:	Emergency Contact
Company Name:	VICTOR J. CAMPOS
Contact Type:	Not reported
Contact Name:	VICTOR J. CAMPOS
Address1:	Not reported
Address2:	Not reported
City:	Not reported
State:	NN
Zip Code:	Not reported
Country Code:	999
Phone:	(917) 519-3941
EMail:	Not reported
Fax Number:	Not reported
Modified By:	NRLOMBAR
Date Last Modified:	2011-04-07

Site Id:	2077
Affiliation Type:	Facility Owner
Company Name:	L.F. SERVICE STATION INC.
Contact Type:	FACILITY OPERATOR
Contact Name:	CAMPOS
Address1:	2325 BRUNER AVE
Address2:	Not reported
City:	BRONX
State:	NY
Zip Code:	10469
Country Code:	001
Phone:	(917) 879-9763
EMail:	Not reported
Fax Number:	Not reported
Modified By:	DAFRANCI
Date Last Modified:	2021-03-05

Tank Info:

Tank Number:	0001
Tank Id:	58365
Material Code:	9999
Common Name of Substance:	Other

Equipment Records:

H00 - Tank Leak Detection - None
L09 - Piping Leak Detection - Exempt Suction Piping
B00 - Tank External Protection - None
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
I01 - Overfill - Float Vent Valve

GUN HILL MUFFLER INC. (Continued) **A100168790**

A00 - Tank Internal Protection - None
C01 - Pipe Location - Aboveground
G01 - Tank Secondary Containment - Diking (Aboveground)
J02 - Dispenser - Suction Dispenser
G04 - Tank Secondary Containment - Double-Walled (Underground)
I05 - Overfill - Vent Whistle

Tank Location:	Aboveground - on saddles, legs, racks, etc.... Tank bottom is elevated above grade or tank pad, allowing visual inspection.
Tank Type:	Steel/Carbon Steel/Iron
Tank Status:	Tank Converted to Non-Regulated Use
Pipe Model:	Not reported
Install Date:	05/01/2000
Capacity Gallons:	275
Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Date Tank Closed:	Not reported
Register:	True
Modified By:	MJGRIFFI
Last Modified:	05/09/2022
Material Name:	other
Tank Number:	001
Tank Id:	55047
Material Code:	0022
Common Name of Substance:	Waste Oil/Used Oil

Equipment Records:

K01 - Spill Prevention - Catch Basin
B01 - Tank External Protection - Painted/Asphalt Coating
D01 - Pipe Type - Steel/Carbon Steel/Iron
F01 - Pipe External Protection - Painted/Asphalt Coating
A03 - Tank Internal Protection - Fiberglass Liner (FRP)
C01 - Pipe Location - Aboveground
I04 - Overfill - Product Level Gauge (A/G)
G01 - Tank Secondary Containment - Diking (Aboveground)
J02 - Dispenser - Suction Dispenser
E01 - Piping Secondary Containment - Diking (AG only)
H05 - Tank Leak Detection - In-Tank System (ATG)
L02 - Piping Leak Detection - Interstitial - Manual Monitoring

Tank Location:	Aboveground - contact with impervious barrier... Tank bottom rests on impervious barrier, allowing visual indication of leaks.
Tank Type:	Steel/Carbon Steel/Iron
Tank Status:	In Service
Pipe Model:	Not reported
Install Date:	05/01/2000
Capacity Gallons:	250
Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Date Tank Closed:	Not reported
Register:	True
Modified By:	MJGRIFFI
Last Modified:	05/09/2022
Material Name:	waste oil/used oil

GUN HILL MUFFLER INC. (Continued) **A100168790**

Tank Number:	01B
Tank Id:	3346
Material Code:	0015
Common Name of Substance:	Motor Oil

Equipment Records:

K01 - Spill Prevention - Catch Basin
B01 - Tank External Protection - Painted/Asphalt Coating
D01 - Pipe Type - Steel/Carbon Steel/Iron
F01 - Pipe External Protection - Painted/Asphalt Coating
A03 - Tank Internal Protection - Fiberglass Liner (FRP)
C01 - Pipe Location - Aboveground
I04 - Overfill - Product Level Gauge (A/G)
G01 - Tank Secondary Containment - Diking (Aboveground)
J02 - Dispenser - Suction Dispenser
E01 - Piping Secondary Containment - Diking (AG only)
H05 - Tank Leak Detection - In-Tank System (ATG)

Tank Location:	Aboveground - contact with impervious barrier... Tank bottom rests on impervious barrier, allowing visual indication of leaks.
Tank Type:	Galvanized Steel Alloy
Tank Status:	In Service
Pipe Model:	Not reported
Install Date:	10/01/1998
Capacity Gallons:	250
Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Date Tank Closed:	Not reported
Register:	True
Modified By:	MJGRIFFI
Last Modified:	05/09/2022
Material Name:	motor oil

G29 **SPEEDY MUFFLER** **RCRA NonGen / NLR** **1004756972**
SSW **1733 E GUNHILL RD** **FINDS** **NYD982729493**
< 1/8 **BRONX, NY 10469** **ECHO**
0.058 mi. **NY MANIFEST**
306 ft. **Site 2 of 8 in cluster G**

Relative: **Higher**
Actual: **11 ft.**

RCRA Listings:

Date Form Received by Agency:		20070101
Handler Name:	SPEEDY MUFFLER	
Handler Address:		1733 E GUNHILL RD
Handler City,State,Zip:		BRONX, NY 10469-6005
EPA ID:		NYD982729493
Contact Name:		TONY CLARKE
Contact Address:		E GUNHILL RD
Contact City,State,Zip:		BRONX, NY 10469-6005
Contact Telephone:		718-691-0800
Contact Fax:		Not reported
Contact Email:		Not reported
Contact Title:		Not reported
EPA Region:		02
Land Type:		Not reported
Federal Waste Generator Description:		Not a generator, verified
Non-Notifier:		Not reported
Biennial Report Cycle:		Not reported

SPEEDY MUFFLER (Continued) **1004756972**

Accessibility:		Not reported
Active Site Indicator:		Not reported
State District Owner:		NY
State District:		NYSDEC R2
Mailing Address:		E GUNHILL RD
Mailing City,State,Zip:		BRONX, NY 10469-6005
Owner Name:	SPEEDY BRAKE & MUFFLER	
Owner Type:		Private
Operator Name:	SPEEDY BRAKE & MUFFLER	
Operator Type:		Private
Short-Term Generator Activity:		No
Importer Activity:		No
Mixed Waste Generator:		No
Transporter Activity:		No
Transfer Facility Activity:		No
Recycler Activity with Storage:		No
Small Quantity On-Site Burner Exemption:		No
Smelting Melting and Refining Furnace Exemption:		No
Underground Injection Control:		No
Off-Site Waste Receipt:		No
Universal Waste Indicator:		No
Universal Waste Destination Facility:		No
Federal Universal Waste:		No
Active Site Fed-Reg Treatment Storage and Disposal Facility:		Not reported
Active Site Converter Treatment storage and Disposal Facility:		Not reported
Active Site State-Reg Treatment Storage and Disposal Facility:		Not reported
Active Site State-Reg Handler:		---
Federal Facility Indicator:		Not reported
Hazardous Secondary Material Indicator:		N
Sub-Part K Indicator:		Not reported
Commercial TSD Indicator:		No
Treatment Storage and Disposal Type:		Not reported
2018 GPRA Permit Baseline:		Not on the Baseline
2018 GPRA Renewals Baseline:		Not on the Baseline
Permit Renewals Workload Universe:		Not reported
Permit Workload Universe:		Not reported
Permit Progress Universe:		Not reported
Post-Closure Workload Universe:		Not reported
Closure Workload Universe:		Not reported
202 GPRA Corrective Action Baseline:		No
Corrective Action Workload Universe:		No
Subject to Corrective Action Universe:		No
Non-TSDFs Where RCRA CA has Been Imposed Universe:		No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:		No
TSDFs Only Subject to CA under Discretionary Auth Universe:		No
Corrective Action Priority Ranking:		No NCAPS ranking
Environmental Control Indicator:		No
Institutional Control Indicator:		No
Human Exposure Controls Indicator:		N/A
Groundwater Controls Indicator:		N/A
Operating TSDF Universe:		Not reported
Full Enforcement Universe:		Not reported
Significant Non-Complier Universe:		No
Unaddressed Significant Non-Complier Universe:		No
Addressed Significant Non-Complier Universe:		No
Significant Non-Complier With a Compliance Schedule Universe:		No
Financial Assurance Required:	Not reported	

SPEEDY MUFFLER (Continued) **1004756972**

Handler Date of Last Change:	20150414
Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No
Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	No
Manifest Broker:	No
Sub-Part P Indicator:	No

Hazardous Waste Summary:

Waste Code:	D001
Waste Description:	IGNITABLE WASTE
Waste Code:	D006
Waste Description:	CADMIUM
Waste Code:	D008
Waste Description:	LEAD
Waste Code:	D018
Waste Description:	BENZENE
Waste Code:	D027
Waste Description:	1,4-DICHLOROBENZENE
Waste Code:	D039
Waste Description:	TETRACHLOROETHYLENE
Waste Code:	D040
Waste Description:	TRICHLORETHYLENE
Waste Code:	F003
Waste Description:	THE FOLLOWING SPENT NONHALOGENATED SOLVENTS: XYLENE, ACETONE, ETHYL ACETATE, ETHYL BENZENE, ETHYL ETHER, METHYL ISOBUTYL KETONE, N-BUTYL ALCOHOL, CYCLOHEXANONE, AND METHANOL; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONLY THE ABOVE SPENT NONHALOGENATED SOLVENTS; AND ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONE OR MORE OF THE ABOVE NONHALOGENATED SOLVENTS, AND A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THOSE SOLVENTS LISTED IN F001, F002, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.
Waste Code:	F005
Waste Description:	THE FOLLOWING SPENT NONHALOGENATED SOLVENTS: TOLUENE, METHYL ETHYL KETONE, CARBON DISULFIDE, ISOBUTANOL, PYRIDINE, BENZENE, 2-ETHOXYETHANOL, AND 2-NITROPROPANE; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE NONHALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F001, F002, OR F004; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Handler - Owner Operator:

Owner/Operator Indicator:	Operator
Owner/Operator Name:	SPEEDY BRAKE & MUFFLER

SPEEDY MUFFLER (Continued) **1004756972**

Legal Status:	Private
Date Became Current:	Not reported
Date Ended Current:	Not reported
Owner/Operator Address:	1733 E GUNHILL RD
Owner/Operator City,State,Zip:	BRONX, NY 10469
Owner/Operator Telephone:	718-671-0800
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Owner/Operator Indicator:	Owner
Owner/Operator Name: SPEEDY BRAKE & MUFFLER	
Legal Status:	Private
Date Became Current:	Not reported
Date Ended Current:	Not reported
Owner/Operator Address:	1733 E GUNHILL RD
Owner/Operator City,State,Zip:	BRONX, NY 10469
Owner/Operator Telephone:	718-671-0800
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Owner/Operator Indicator:	Owner
Owner/Operator Name: SPEEDY BRAKE & MUFFLER	
Legal Status:	Private
Date Became Current:	Not reported
Date Ended Current:	Not reported
Owner/Operator Address:	1733 E GUNHILL RD
Owner/Operator City,State,Zip:	BRONX, NY 10469
Owner/Operator Telephone:	718-671-0800
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Historic Generators:

Receive Date:	20060101
Handler Name: SPEEDY MUFFLER	
Federal Waste Generator Description:	Not a generator, verified
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

Receive Date:	20070101
Handler Name: SPEEDY MUFFLER	
Federal Waste Generator Description:	Not a generator, verified
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No

SPEEDY MUFFLER (Continued) **1004756972**

Current Record: Yes
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 19970929
Handler Name: SPEEDY MUFFLER
Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:
NAICS Codes: No NAICS Codes Found

Facility Has Received Notices of Violations:
Violations: No Violations Found

Evaluation Action Summary:
Evaluations: No Evaluations Found

FINDS:
Registry ID: 110004429477

Click Here for FRS Facility Detail Report:

Environmental Interest/Information System:
RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

Click this hyperlink while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

ECHO:
Envid: 1004756972
Registry ID: 110004429477
DFR URL: http://echo.epa.gov/detailed-facility-report?fid=110004429477
Name: SPEEDY MUFFLER
Address: 1733 E GUNHILL RD
City,State,Zip: BRONX, NY 10469

NY MANIFEST:
Name: GUNHILLCOLLISION CORP
Address: 1733 E GUNHILL RD
City,State,Zip: BRONX, NY 10469-6005
Country: USA

SPEEDY MUFFLER (Continued) **1004756972**

EPA ID: NYD982729493
Facility Status: Not reported
Location Address 1: 1733 EAST GUNHILL ROAD
Code: BP
Location Address 2: Not reported
Total Tanks: Not reported
Location City: BRONX
Location State: NY
Location Zip: 10469
Location Zip 4: Not reported

NY MANIFEST:
EPAID: NYD982729493
Mailing Name: GUNHILLCOLLISION CORP
Mailing Contact: GUNHILLCOLLISION CORP
Mailing Address 1: 1733 EAST GUNHILL ROAD
Mailing Address 2: Not reported
Mailing City: BRONX
Mailing State: NY
Mailing Zip: 10469
Mailing Zip 4: Not reported
Mailing Country: USA
Mailing Phone: 2123202166

G30 **R C R SERVICE STATION INC** **EDR Hist Auto** **1020378340**
SSW **1733 E GUNHILL RD** **N/A**
< 1/8 **BRONX, NY 10469**
0.058 mi.
306 ft. **Site 3 of 8 in cluster G**

Relative: EDR Hist Auto
Higher

Actual:
11 ft.

Year:	Name:	Type:
1969	K-B SERVICE STATION	Gasoline Service Stations
1969	R C R SERVICE STATION INC	Gasoline Service Stations
1970	R C R SERVICE STATION INC	Gasoline Service Stations
1970	K-B SERVICE STATION	Gasoline Service Stations
1971	R C R SERVICE STATION INC	Gasoline Service Stations
1972	R C R SERVICE STATION INC	Gasoline Service Stations
1973	R C R SERVICE STATION INC	Gasoline Service Stations
1974	R C R SERVICE STATION INC	Gasoline Service Stations
1975	R C R SERVICE STATION INC	Gasoline Service Stations
1976	R C R SERVICE STATION INC	Gasoline Service Stations
1979	L & F SERVICE STATION	Gasoline Service Stations
1980	L & F SERVICE STATION	Gasoline Service Stations
1982	L & F SERVICE STATION	Gasoline Service Stations
1983	L & F SERVICE STATION	Gasoline Service Stations
1985	L & F SERVICE STATION	Gasoline Service Stations
1986	L & F SERVICE STATION	Gasoline Service Stations
1987	L & F SERVICE STATION	Gasoline Service Stations
1988	L & F SERVICE STATION	Gasoline Service Stations
1989	L & F SERVICE STATION	Gasoline Service Stations
1990	L & F SERVICE STATION	Gasoline Service Stations
1993	L & F SERVICE STATION CORP	Gasoline Service Stations
1996	SPEEDY BRAKE & MUFFLER	General Automotive Repair Shops
1997	SPEEDY BRAKE & MUFFLER	General Automotive Repair Shops
1998	SPEEDY BRAKE & MUFFLER	General Automotive Repair Shops

R C R SERVICE STATION INC (Continued) **1020378340**

1999	SPEEDY BRAKE & MUFFLER	General Automotive Repair Shops
2001	SPEEDY AUTO SERVICE	General Automotive Repair Shops
2002	MONRO MUFFLER BRAKE INC	General Automotive Repair Shops
2003	MONRO MUFFLER BRAKE INC	General Automotive Repair Shops
2004	MONRO MUFFLER BRAKE INC	General Automotive Repair Shops
2008	GIBRALGAR TRANSMISSON	Automotive Transmission Repair Shops
2009	GIBRALGAR TRANSMISSON	Automotive Transmission Repair Shops
2010	CHASE AUTOMOBILE GROUP INC	General Automotive Repair Shops
2010	GIBRALGAR TRANSMISSON	Automotive Transmission Repair Shops
2011	GIBRALGAR TRANSMISSON	Automotive Transmission Repair Shops
2011	CHASE AUTOMOBILE GROUP INC	General Automotive Repair Shops
2012	CHASE AUTOMOBILE GROUP INC	General Automotive Repair Shops
2012	GIBRALGAR TRANSMISSON	Automotive Transmission Repair Shops
2013	GIBRALGAR TRANSMISSON	Automotive Transmission Repair Shops
2013	CHASE AUTOMOBILE GROUP INC	General Automotive Repair Shops
2014	GIBRALGAR TRANSMISSON	Automotive Transmission Repair Shops
2014	CHASE AUTOMOBILE GROUP INC	General Automotive Repair Shops

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G31 **GUN HILL MUFFLER INC.** **NY UST** **U004061802**
SSW **1733 EAST GUN HILL ROAD** **N/A**
< 1/8 **BRONX, NY 10469**
0.058 mi.
306 ft. **Site 4 of 8 in cluster G**

Relative:
Higher

Actual:
11 ft.

UST:

Name:	GUN HILL MUFFLER INC.
Address:	1733 EAST GUN HILL ROAD
City,State,Zip:	BRONX, NY 10469
Id/Status:	2-085758 / Active
Program Type:	PBS
Region:	STATE
DEC Region:	2
Expiration Date:	04/07/2026
UTM X:	598126.78240
UTM Y:	4524444.27129
Site Type:	Auto Service/Repair (No Gasoline Sales)

Affiliation Records:

Site Id:	2077
Affiliation Type:	Mail Contact
Company Name:	GUN HILL MUFFLER INC.
Contact Type:	Not reported
Contact Name:	VICTOR J. CAMPOS
Address1:	1733 EAST GUN HILL ROAD
Address2:	Not reported
City:	BRONX
State:	NY
Zip Code:	10469
Country Code:	001
Phone:	(718) 513-3612
EMail:	GUNHILLMUFFLERS@HOTMAIL.COM
Fax Number:	Not reported
Modified By:	NRLOMBAR
Date Last Modified:	2011-04-07

Site Id:	2077
Affiliation Type:	Facility Operator
Company Name:	GUN HILL MUFFLER INC.

GUN HILL MUFFLER INC. (Continued) **U004061802**

Contact Type:	Not reported
Contact Name:	VICTOR J. CAMPOS
Address1:	Not reported
Address2:	Not reported
City:	Not reported
State:	NN
Zip Code:	Not reported
Country Code:	001
Phone:	(718) 513-3612
EMail:	Not reported
Fax Number:	Not reported
Modified By:	NRLOMBAR
Date Last Modified:	2011-04-07

Site Id:	2077
Affiliation Type:	Emergency Contact
Company Name:	VICTOR J. CAMPOS
Contact Type:	Not reported
Contact Name:	VICTOR J. CAMPOS
Address1:	Not reported
Address2:	Not reported
City:	Not reported
State:	NN
Zip Code:	Not reported
Country Code:	999
Phone:	(917) 519-3941
EMail:	Not reported
Fax Number:	Not reported
Modified By:	NRLOMBAR
Date Last Modified:	2011-04-07

Site Id:	2077
Affiliation Type:	Facility Owner
Company Name:	L.F. SERVICE STATION INC.
Contact Type:	FACILITY OPERATOR
Contact Name:	CAMPOS
Address1:	2325 BRUNER AVE
Address2:	Not reported
City:	BRONX
State:	NY
Zip Code:	10469
Country Code:	001
Phone:	(917) 879-9763
EMail:	Not reported
Fax Number:	Not reported
Modified By:	DAFRANCI
Date Last Modified:	2021-03-05

Tank Info:

Tank Number:	008
Tank ID:	3344
Tank Status:	Closed - Removed
Material Name:	Closed - Removed
Capacity Gallons:	550
Install Date:	Not reported
Date Tank Closed:	05/01/1995

GUN HILL MUFFLER INC. (Continued) **U004061802**

Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel
Material Code: 0009
Common Name of Substance: Gasoline

Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

A00 - Tank Internal Protection - None
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
F00 - Pipe External Protection - None
D00 - Pipe Type - No Piping
H00 - Tank Leak Detection - None
I00 - Overfill - None
G00 - Tank Secondary Containment - None

Tank Number: 01A
Tank ID: 3345
Tank Status: Closed - Removed
Material Name: Closed - Removed
Capacity Gallons: 4000
Install Date: Not reported
Date Tank Closed: 05/01/1995
Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel
Material Code: 0009
Common Name of Substance: Gasoline

Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

A00 - Tank Internal Protection - None
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
F00 - Pipe External Protection - None
H00 - Tank Leak Detection - None
I00 - Overfill - None
D00 - Pipe Type - No Piping
G00 - Tank Secondary Containment - None

E32 **OAK QUALITY GAS INC** **EDR Hist Auto** **1021667479**
NE **1930 BARTOW AVE** **N/A**
< 1/8 **BRONX, NY 10469**
0.059 mi.
313 ft. **Site 2 of 13 in cluster E**

Relative: EDR Hist Auto
Higher

Actual:
10 ft.

Year:	Name:	Type:
1976	BARTOW AVENUE SERVICE CENTER *	Gasoline Service Stations
1977	BARTOW AVENUE SERVICE CENTER *	Gasoline Service Stations
1978	BARTOW AVENUE SERVICE CENTER *	Gasoline Service Stations
1979	BARTOW AVENUE SERVICE CENTER *	Gasoline Service Stations
1980	BARTOW AVENUE SERVICE CENTER *	Gasoline Service Stations
1980	A & S SHELL SERVICE INC	Gasoline Service Stations
1982	BARTOW AVENUE SERVICE CENTER *	Gasoline Service Stations
1982	A & S SHELL SERVICE INC	Gasoline Service Stations
1983	A & S SHELL SERVICE INC	Gasoline Service Stations
1983	BARTOW AVENUE SERVICE CENTER *	Gasoline Service Stations
1985	A & S SHELL SERVICE INC	Gasoline Service Stations
1985	BARTOW AVENUE SERVICE CENTER *	Gasoline Service Stations
1986	A & S SHELL SERVICE INC	Gasoline Service Stations
1987	A & S SHELL SERVICE INC	Gasoline Service Stations
1988	A & S SHELL SERVICE INC	Gasoline Service Stations
1989	A & S SHELL SERVICE INC	Gasoline Service Stations
1990	A & S SHELL SERVICE INC	Gasoline Service Stations
1991	BARTOW SHELL	Gasoline Service Stations
1991	A & S SHELL SERVICE INC	Gasoline Service Stations
1992	BARTOW SHELL	Gasoline Service Stations
1992	A & S SHELL SERVICE INC	Gasoline Service Stations
1993	BARTOW SHELL	Gasoline Service Stations
1993	A & S SHELL SERVICE INC	Gasoline Service Stations
1996	OAK QUALITY GAS INC	Gasoline Service Stations
1997	OAK QUALITY GAS INC	Gasoline Service Stations
1998	OAK QUALITY GAS INC	Gasoline Service Stations
1999	OAK QUALITY GAS INC	Gasoline Service Stations
2000	OAK QUALITY GAS INC	Gasoline Service Stations
2001	OAK QUALITY GAS INC	Gasoline Service Stations
2002	OAK QUALITY GAS INC	Gasoline Service Stations
2005	OAK QUALITY GAS INC	Gasoline Service Stations
2006	OAK QUALITY GAS INC	Gasoline Service Stations
2007	OAK QUALITY GAS INC	Gasoline Service Stations
2008	OAK QUALITY GAS INC	Gasoline Service Stations
2009	OAK QUALITY GAS INC	Gasoline Service Stations
2010	OAK QUALITY GAS INC	Gasoline Service Stations
2011	OAK QUALITY GAS INC	Gasoline Service Stations

E33 **SHELL OIL-A&S SS INC** **RCRA NonGen / NLR** **1000554811**
NE **1930 BARTOW AVENUE** **US AIRS** **NYD986972933**
< 1/8 **BRONX, NY 10469** **FINDS**
0.059 mi. **ECHO**
313 ft. **Site 3 of 13 in cluster E** **NY MANIFEST**

Relative: RCRA Listings:
Higher

Actual:
10 ft.

Date Form Received by Agency:		20070101
Handler Name:	SHELL OIL CO	
Handler Address:		1930 BARTOW AVE
Handler City,State,Zip:		BRONX, NY 10469-3428
EPA ID:		NYD986972933
Contact Name:		Not reported

SHELL OIL-A&S SS INC (Continued) **1000554811**

Contact Address:		JERICHO PLZ
Contact City,State,Zip:		JERICHO, NY 10469
Contact Telephone:		Not reported
Contact Fax:		Not reported
Contact Email:		Not reported
Contact Title:		Not reported
EPA Region:		02
Land Type:		Not reported
Federal Waste Generator Description:		Not a generator, verified
Non-Notifier:		Not reported
Biennial Report Cycle:		Not reported
Accessibility:		Not reported
Active Site Indicator:		Not reported
State District Owner:		NY
State District:		NYSDEC R2
Mailing Address:		JERICHO PLZ
Mailing City,State,Zip:		JERICHO, NY 10469
Owner Name:	ESTATE OF MAX DONNER	
Owner Type:		Private
Operator Name:	ESTATE OF MAX DONNER	
Operator Type:		Private
Short-Term Generator Activity:		No
Importer Activity:		No
Mixed Waste Generator:		No
Transporter Activity:		No
Transfer Facility Activity:		No
Recycler Activity with Storage:		No
Small Quantity On-Site Burner Exemption:		No
Smelting Melting and Refining Furnace Exemption:		No
Underground Injection Control:		No
Off-Site Waste Receipt:		No
Universal Waste Indicator:		No
Universal Waste Destination Facility:		No
Federal Universal Waste:		No
Active Site Fed-Reg Treatment Storage and Disposal Facility:		Not reported
Active Site Converter Treatment storage and Disposal Facility:		Not reported
Active Site State-Reg Treatment Storage and Disposal Facility:		Not reported
Active Site State-Reg Handler:		---
Federal Facility Indicator:		Not reported
Hazardous Secondary Material Indicator:		N
Sub-Part K Indicator:		Not reported
Commercial TSD Indicator:		No
Treatment Storage and Disposal Type:		Not reported
2018 GPRA Permit Baseline:		Not on the Baseline
2018 GPRA Renewals Baseline:		Not on the Baseline
Permit Renewals Workload Universe:		Not reported
Permit Workload Universe:		Not reported
Permit Progress Universe:		Not reported
Post-Closure Workload Universe:		Not reported
Closure Workload Universe:		Not reported
202 GPRA Corrective Action Baseline:		No
Corrective Action Workload Universe:		No
Subject to Corrective Action Universe:		No
Non-TSDFs Where RCRA CA has Been Imposed Universe:		No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:		No
TSDFs Only Subject to CA under Discretionary Auth Universe:		No
Corrective Action Priority Ranking:		No NCAPS ranking

SHELL OIL-A&S SS INC (Continued) **1000554811**

Environmental Control Indicator:	No
Institutional Control Indicator:	No
Human Exposure Controls Indicator:	N/A
Groundwater Controls Indicator:	N/A
Operating TSDF Universe:	Not reported
Full Enforcement Universe:	Not reported
Significant Non-Complier Universe:	No
Unaddressed Significant Non-Complier Universe:	No
Addressed Significant Non-Complier Universe:	No
Significant Non-Complier With a Compliance Schedule Universe:	No
Financial Assurance Required: Not reported	
Handler Date of Last Change:	20150414
Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No
Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	No
Manifest Broker:	No
Sub-Part P Indicator:	No

Hazardous Waste Summary:

Waste Code:	D001
Waste Description:	IGNITABLE WASTE
Waste Code:	D018
Waste Description:	BENZENE

Handler - Owner Operator:

Owner/Operator Indicator:	Operator
Owner/Operator Name: ESTATE OF MAX DONNER	
Legal Status:	Private
Date Became Current:	Not reported
Date Ended Current:	Not reported
Owner/Operator Address:	UNKNOWN
Owner/Operator City,State,Zip:	UNKNOWN, NY 99999
Owner/Operator Telephone:	212-555-1212
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported
Owner/Operator Indicator:	Owner
Owner/Operator Name: ESTATE OF MAX DONNER	
Legal Status:	Private
Date Became Current:	Not reported
Date Ended Current:	Not reported
Owner/Operator Address:	UNKNOWN
Owner/Operator City,State,Zip:	UNKNOWN, NY 99999
Owner/Operator Telephone:	212-555-1212
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported
Owner/Operator Indicator:	Owner
Owner/Operator Name: ESTATE OF MAX DONNER	
Legal Status:	Private

SHELL OIL-A&S SS INC (Continued) **1000554811**

Date Became Current:	Not reported
Date Ended Current:	Not reported
Owner/Operator Address:	UNKNOWN
Owner/Operator City,State,Zip:	UNKNOWN, NY 99999
Owner/Operator Telephone:	212-555-1212
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Historic Generators:

Receive Date:	19990708
Handler Name: SHELL OIL CO	
Federal Waste Generator Description:	Not a generator, verified
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

Receive Date:	20060101
Handler Name: SHELL OIL CO	
Federal Waste Generator Description:	Not a generator, verified
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

Receive Date:	20070101
Handler Name: SHELL OIL CO	
Federal Waste Generator Description:	Not a generator, verified
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	Yes
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

Receive Date:	19911009
Handler Name: SHELL OIL CO	
Federal Waste Generator Description:	Large Quantity Generator
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No

SHELL OIL-A&S SS INC (Continued) **1000554811**

Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 19920228
Handler Name: SHELL OIL CO
Federal Waste Generator Description: Large Quantity Generator
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:
NAICS Code: 4471
NAICS Description: GASOLINE STATIONS

NAICS Code: 44711
NAICS Description: GASOLINE STATIONS WITH CONVENIENCE STORES

Facility Has Received Notices of Violations:
Violations: No Violations Found

Evaluation Action Summary:
Evaluations: No Evaluations Found

US AIRS MINOR:
Envid: 1000554811
Region Code: 02
Programmatic ID: AIR NY0000002600200050
Facility Registry ID: 110004477218
D and B Number: Not reported
Primary SIC Code: 5541
NAICS Code: 999999
Default Air Classification Code: MIN
Facility Type of Ownership Code: POF
Air CMS Category Code: Not reported
HPV Status: Not reported

US AIRS MINOR:
Region Code: 02
Programmatic ID: AIR NY0000002600200050
Facility Registry ID: 110004477218
Air Operating Status Code: OPR
Default Air Classification Code: MIN
Air Program: State Implementation Plan for National Primary and Secondary Ambient Air Quality Standards
Activity Date: 1988-03-09 00:00:00
Activity Status Date: Not reported
Activity Group: Compliance Monitoring
Activity Type: Inspection/Evaluation

SHELL OIL-A&S SS INC (Continued) **1000554811**

Activity Status: Not reported

FINDS:
Registry ID: 110004477218

Click Here for FRS Facility Detail Report:

Environmental Interest/Information System:
AFS (Aerometric Information Retrieval System (AIRS) Facility Subsystem) replaces the former Compliance Data System (CDS), the National Emission Data System (NEDS), and the Storage and Retrieval of Aerometric Data (SAROAD). AIRS is the national repository for information concerning airborne pollution in the United States. AFS is used to track emissions and compliance data from industrial plants. AFS data are utilized by states to prepare State Implementation Plans to comply with regulatory programs and by EPA as an input for the estimation of total national emissions. AFS is undergoing a major redesign to support facility operating permits required under Title V of the Clean Air Act.
RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.
FIS (New York - Facility Information System) is New York's Department of Environmental Conservation (DEC) information system for tracking environmental facility information found across the State.
AIR MINOR

Click this hyperlink while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

ECHO:

Envid:	1000554811
Registry ID:	110004477218
DFR URL:	http://echo.epa.gov/detailed-facility-report?fid=110004477218
Name:	SHELL OIL-A&S SS INC
Address:	1930 BARTOW AVENUE
City,State,Zip:	BRONX, NY 10469

NY MANIFEST:

Name:	SHELL OIL CO
Address:	1930 BARTOW AVE
City,State,Zip:	BRONX, NY 10469-3428
Country:	USA
EPA ID:	NYD986972933
Facility Status:	Not reported
Location Address 1:	1930 BARTOW AVE
Code:	BP
Location Address 2:	Not reported
Total Tanks:	Not reported
Location City:	BRONX
Location State:	NY
Location Zip:	10469
Location Zip 4:	3428

SHELL OIL-A&S SS INC (Continued) **1000554811**

NY MANIFEST:

EPAID:	NYD986972933
Mailing Name:	SHELL OIL CO
Mailing Contact:	NORA CORTEZ
Mailing Address 1:	12700 NORTHBOROUGH DR MFT240G
Mailing Address 2:	Not reported
Mailing City:	HOUSTON
Mailing State:	TX
Mailing Zip:	77067
Mailing Zip 4:	2508
Mailing Country:	USA
Mailing Phone:	2818742224

E34 **1930 BARTOW AVE PETROLEUM LLC** **NY AST** **A100300623**
NE **1930 BARTOW AVENUE** **N/A**
< 1/8 **BRONX, NY 10469**
0.059 mi.
313 ft. **Site 4 of 13 in cluster E**

Relative:
Higher

Actual:
10 ft.

AST:

Name:	1930 BARTOW AVE PETROLEUM LLC
Address:	1930 BARTOW AVENUE
City,State,Zip:	BRONX, NY 10469
Region:	STATE
DEC Region:	2
Site Status:	Active
Facility Id:	2-190691
Program Type:	PBS
UTM X:	598313.94177
UTM Y:	4524741.88416
Expiration Date:	12/13/2022
Site Type:	Retail Gasoline Sales

Affiliation Records:

Site Id:	5901
Affiliation Type:	Emergency Contact
Company Name:	BARTOW PETRO REALTY, LLC
Contact Type:	Not reported
Contact Name:	ADNAN TAHINCIOGLU
Address1:	Not reported
Address2:	Not reported
City:	Not reported
State:	NN
Zip Code:	Not reported
Country Code:	999
Phone:	(914) 699-9500
EMail:	Not reported
Fax Number:	Not reported
Modified By:	ACDANIEL
Date Last Modified:	2022-04-29

Site Id:	5901
Affiliation Type:	Mail Contact
Company Name:	ATLANTIS MANAGEMENT GROUP II LLC
Contact Type:	Not reported
Contact Name:	JIMMY KOCHISARLI
Address1:	555 SOUTH COLUMBUS AVENUE

1930 BARTOW AVE PETROLEUM LLC (Continued) **A100300623**

Address2:	SUITE 201
City:	MOUNT VERNON
State:	NY
Zip Code:	10550
Country Code:	001
Phone:	(914) 699-9500
EMail:	ADAM@ATLANTISMGMT.COM
Fax Number:	Not reported
Modified By:	MFLEONAR
Date Last Modified:	2017-11-22

Site Id:	5901
Affiliation Type:	Facility Owner
Company Name:	BARTOW PETRO REALTY, LLC
Contact Type:	CEO
Contact Name:	ADNAN TAHINCIOGLU
Address1:	555 SOUTH COLUMBUS AVENUE
Address2:	Not reported
City:	MOUNT VERNON
State:	NY
Zip Code:	10550
Country Code:	001
Phone:	(914) 699-9500
EMail:	Not reported
Fax Number:	Not reported
Modified By:	ACDANIEL
Date Last Modified:	2022-04-29

Site Id:	5901
Affiliation Type:	Facility Operator
Company Name:	1930 BARTOW AVE PETROLEUM LLC
Contact Type:	Not reported
Contact Name:	ADNAN TAHINCIOGLU
Address1:	Not reported
Address2:	Not reported
City:	Not reported
State:	NN
Zip Code:	Not reported
Country Code:	001
Phone:	(347) 202-9004
EMail:	Not reported
Fax Number:	Not reported
Modified By:	ACDANIEL
Date Last Modified:	2022-04-29

Tank Info:

Tank Number:	009
Tank Id:	57780
Material Code:	0022
Common Name of Substance:	Waste Oil/Used Oil

Equipment Records:

E00 - Piping Secondary Containment - None
F00 - Pipe External Protection - None
H02 - Tank Leak Detection - Interstitial - Manual Monitoring

1930 BARTOW AVE PETROLEUM LLC (Continued) **A100300623**

C00 - Pipe Location - No Piping
K00 - Spill Prevention - None
G09 - Tank Secondary Containment - Modified Double-Walled (Aboveground)
A00 - Tank Internal Protection - None
B01 - Tank External Protection - Painted/Asphalt Coating
L00 - Piping Leak Detection - None
D00 - Pipe Type - No Piping
J00 - Dispenser - None
I04 - Overfill - Product Level Gauge (A/G)

Tank Location:	Aboveground - on saddles, legs, racks, etc.... Tank bottom is elevated above grade or tank pad, allowing visual inspection.
Tank Type:	Steel/Carbon Steel/Iron
Tank Status:	Closed - Removed
Pipe Model:	Not reported
Install Date:	01/01/1992
Capacity Gallons:	250
Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Date Tank Closed:	02/19/2009
Register:	True
Modified By:	MJGRIFFI
Last Modified:	05/09/2022
Material Name:	waste oil/used oil

Tank Number:	101
Tank Id:	180821
Material Code:	0001
Common Name of Substance:	#2 Fuel Oil (On-Site Consumption)

Equipment Records:

E00 - Piping Secondary Containment - None
L09 - Piping Leak Detection - Exempt Suction Piping
H02 - Tank Leak Detection - Interstitial - Manual Monitoring
F00 - Pipe External Protection - None
K00 - Spill Prevention - None
A00 - Tank Internal Protection - None
B01 - Tank External Protection - Painted/Asphalt Coating
G09 - Tank Secondary Containment - Modified Double-Walled (Aboveground)
J02 - Dispenser - Suction Dispenser
C01 - Pipe Location - Aboveground
D10 - Pipe Type - Copper
I04 - Overfill - Product Level Gauge (A/G)

Tank Location:	Aboveground - on saddles, legs, racks, etc.... Tank bottom is elevated above grade or tank pad, allowing visual inspection.
Tank Type:	Steel/Carbon Steel/Iron
Tank Status:	Closed - Removed
Pipe Model:	F
Install Date:	11/19/2004
Capacity Gallons:	250
Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Date Tank Closed:	09/30/2013

1930 BARTOW AVE PETROLEUM LLC (Continued) **A100300623**

Register:	True
Modified By:	MJGRIFFI
Last Modified:	05/09/2022
Material Name:	#2 fuel oil (on-site consumption)

E35 **1930 BARTOW AVE PETROLEUM LLC** **NY UST** **U004076529**
NE **1930 BARTOW AVENUE** **N/A**
< 1/8 **BRONX, NY 10469**
0.059 mi.
313 ft. **Site 5 of 13 in cluster E**

Relative:
Higher

Actual:
10 ft.

UST:

Name:	1930 BARTOW AVE PETROLEUM LLC
Address:	1930 BARTOW AVENUE
City,State,Zip:	BRONX, NY 10469
Id/Status:	2-190691 / Active
Program Type:	PBS
Region:	STATE
DEC Region:	2
Expiration Date:	12/13/2022
UTM X:	598313.94177
UTM Y:	4524741.88416
Site Type:	Retail Gasoline Sales

Affiliation Records:

Site Id:	5901
Affiliation Type:	Emergency Contact
Company Name:	BARTOW PETRO REALTY, LLC
Contact Type:	Not reported
Contact Name:	ADNAN TAHINCIOGLU
Address1:	Not reported
Address2:	Not reported
City:	Not reported
State:	NN
Zip Code:	Not reported
Country Code:	999
Phone:	(914) 699-9500
EMail:	Not reported
Fax Number:	Not reported
Modified By:	ACDANIEL
Date Last Modified:	2022-04-29

Site Id:	5901
Affiliation Type:	Mail Contact
Company Name:	ATLANTIS MANAGEMENT GROUP II LLC
Contact Type:	Not reported
Contact Name:	JIMMY KOCHISARLI
Address1:	555 SOUTH COLUMBUS AVENUE
Address2:	SUITE 201
City:	MOUNT VERNON
State:	NY
Zip Code:	10550
Country Code:	001
Phone:	(914) 699-9500
EMail:	ADAM@ATLANTISMGMT.COM
Fax Number:	Not reported
Modified By:	MFLEONAR
Date Last Modified:	2017-11-22

1930 BARTOW AVE PETROLEUM LLC (Continued) **U004076529**

Site Id:	5901
Affiliation Type:	Facility Owner
Company Name:	BARTOW PETRO REALTY, LLC
Contact Type:	CEO
Contact Name:	ADNAN TAHINCIOGLU
Address1:	555 SOUTH COLUMBUS AVENUE
Address2:	Not reported
City:	MOUNT VERNON
State:	NY
Zip Code:	10550
Country Code:	001
Phone:	(914) 699-9500
EMail:	Not reported
Fax Number:	Not reported
Modified By:	ACDANIEL
Date Last Modified:	2022-04-29

Site Id:	5901
Affiliation Type:	Facility Operator
Company Name:	1930 BARTOW AVE PETROLEUM LLC
Contact Type:	Not reported
Contact Name:	ADNAN TAHINCIOGLU
Address1:	Not reported
Address2:	Not reported
City:	Not reported
State:	NN
Zip Code:	Not reported
Country Code:	001
Phone:	(347) 202-9004
EMail:	Not reported
Fax Number:	Not reported
Modified By:	ACDANIEL
Date Last Modified:	2022-04-29

Tank Info:

Tank Number:	001
Tank ID:	7112
Tank Status:	Closed Prior to Micro Conversion, 03/91
Material Name:	Closed Prior to Micro Conversion, 03/91
Capacity Gallons:	4000
Install Date:	12/01/1972
Date Tank Closed:	Not reported
Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel
Material Code:	0009
Common Name of Substance:	Gasoline

Tightness Test Method:	01
Date Test:	01/01/1988
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

1930 BARTOW AVE PETROLEUM LLC (Continued) **U004076529**

H00 - Tank Leak Detection - None
I00 - Overfill - None
J01 - Dispenser - Pressurized Dispenser
C00 - Pipe Location - No Piping
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
B00 - Tank External Protection - None
A00 - Tank Internal Protection - None
G00 - Tank Secondary Containment - None

Tank Number:	002
Tank ID:	7113
Tank Status:	Closed Prior to Micro Conversion, 03/91
Material Name:	Closed Prior to Micro Conversion, 03/91
Capacity Gallons:	4000
Install Date:	12/01/1972
Date Tank Closed:	Not reported
Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel
Material Code:	0009
Common Name of Substance:	Gasoline
Tightness Test Method:	01
Date Test:	01/01/1988
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

H00 - Tank Leak Detection - None
I00 - Overfill - None
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
J01 - Dispenser - Pressurized Dispenser
A00 - Tank Internal Protection - None
G00 - Tank Secondary Containment - None

Tank Number:	003
Tank ID:	7114
Tank Status:	Closed Prior to Micro Conversion, 03/91
Material Name:	Closed Prior to Micro Conversion, 03/91
Capacity Gallons:	4000
Install Date:	12/01/1972
Date Tank Closed:	Not reported
Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel
Material Code:	0009
Common Name of Substance:	Gasoline
Tightness Test Method:	01
Date Test:	12/01/1987

1930 BARTOW AVE PETROLEUM LLC (Continued) **U004076529**

Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

H00 - Tank Leak Detection - None
I00 - Overfill - None
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
J01 - Dispenser - Pressurized Dispenser
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
A00 - Tank Internal Protection - None
G00 - Tank Secondary Containment - None

Tank Number: 004-A
Tank ID: 82901
Tank Status: Closed Prior to Micro Conversion, 03/91
Material Name: Closed Prior to Micro Conversion, 03/91
Capacity Gallons: 550
Install Date: 12/01/1972
Date Tank Closed: Not reported
Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel
Material Code: 9999
Common Name of Substance: Other

Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

H00 - Tank Leak Detection - None
I00 - Overfill - None
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
A00 - Tank Internal Protection - None
J03 - Dispenser - Gravity
G00 - Tank Secondary Containment - None

Tank Number: 005-A
Tank ID: 82908
Tank Status: Closed - Removed
Material Name: Closed - Removed
Capacity Gallons: 550
Install Date: 12/01/1972
Date Tank Closed: 11/15/2004
Registered: True
Tank Location: Underground

1930 BARTOW AVE PETROLEUM LLC (Continued) **U004076529**

Tank Type: Steel/carbon steel
Material Code: 0001
Common Name of Substance: #2 Fuel Oil (On-Site Consumption)

Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

I00 - Overfill - None
H00 - Tank Leak Detection - None
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
F00 - Pipe External Protection - None
A00 - Tank Internal Protection - None
D00 - Pipe Type - No Piping
J02 - Dispenser - Suction Dispenser
G00 - Tank Secondary Containment - None

Tank Number: 010
Tank ID: 57781
Tank Status: Closed - Removed
Material Name: Closed - Removed
Capacity Gallons: 550
Install Date: Not reported
Date Tank Closed: 11/01/2004
Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel
Material Code: 0001
Common Name of Substance: #2 Fuel Oil (On-Site Consumption)

Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

E00 - Piping Secondary Containment - None
H00 - Tank Leak Detection - None
K01 - Spill Prevention - Catch Basin
B00 - Tank External Protection - None
F00 - Pipe External Protection - None
A00 - Tank Internal Protection - None
D01 - Pipe Type - Steel/Carbon Steel/Iron
C02 - Pipe Location - Underground/On-ground
G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser
I05 - Overfill - Vent Whistle

Tank Number: 4

1930 BARTOW AVE PETROLEUM LLC (Continued) **U004076529**

Tank ID:	82891
Tank Status:	In Service
Material Name:	In Service
Capacity Gallons:	4000
Install Date:	01/01/1992
Date Tank Closed:	Not reported
Registered:	True
Tank Location:	Underground
Tank Type:	Equivalent technology
Material Code:	2712
Common Name of Substance:	Gasoline/Ethanol
Tightness Test Method:	14
Date Test:	10/01/1999
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

K01 - Spill Prevention - Catch Basin
L09 - Piping Leak Detection - Exempt Suction Piping
I02 - Overfill - High Level Alarm
B04 - Tank External Protection - Fiberglass
D06 - Pipe Type - Fiberglass Reinforced Plastic (FRP)
E04 - Piping Secondary Containment - Double walled UG
G04 - Tank Secondary Containment - Double-Walled (Underground)
H01 - Tank Leak Detection - Interstitial - Electronic Monitoring
I03 - Overfill - Automatic Shut-Off
A00 - Tank Internal Protection - None
J02 - Dispenser - Suction Dispenser
L01 - Piping Leak Detection - Interstitial - Electronic Monitoring
F04 - Pipe External Protection - Fiberglass
C02 - Pipe Location - Underground/On-ground

Tank Number:	5
Tank ID:	82907
Tank Status:	In Service
Material Name:	In Service
Capacity Gallons:	4000
Install Date:	01/01/1992
Date Tank Closed:	Not reported
Registered:	True
Tank Location:	Underground
Tank Type:	Equivalent technology
Material Code:	2712
Common Name of Substance:	Gasoline/Ethanol
Tightness Test Method:	14
Date Test:	10/01/1999
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

I02 - Overfill - High Level Alarm

1930 BARTOW AVE PETROLEUM LLC (Continued) **U004076529**

B04 - Tank External Protection - Fiberglass
D06 - Pipe Type - Fiberglass Reinforced Plastic (FRP)
K01 - Spill Prevention - Catch Basin
E04 - Piping Secondary Containment - Double walled UG
J01 - Dispenser - Pressurized Dispenser
I03 - Overfill - Automatic Shut-Off
A00 - Tank Internal Protection - None
H01 - Tank Leak Detection - Interstitial - Electronic Monitoring
G04 - Tank Secondary Containment - Double-Walled (Underground)
L07 - Piping Leak Detection - Pressurized Piping Leak Detector
C02 - Pipe Location - Underground/On-ground
L01 - Piping Leak Detection - Interstitial - Electronic Monitoring
F04 - Pipe External Protection - Fiberglass

Tank Number:	6
Tank ID:	42736
Tank Status:	In Service
Material Name:	In Service
Capacity Gallons:	4000
Install Date:	01/01/1992
Date Tank Closed:	Not reported
Registered:	True
Tank Location:	Underground
Tank Type:	Equivalent technology
Material Code:	2712
Common Name of Substance:	Gasoline/Ethanol
Tightness Test Method:	14
Date Test:	10/01/1999
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

I02 - Overfill - High Level Alarm
B04 - Tank External Protection - Fiberglass
D06 - Pipe Type - Fiberglass Reinforced Plastic (FRP)
K01 - Spill Prevention - Catch Basin
E04 - Piping Secondary Containment - Double walled UG
J01 - Dispenser - Pressurized Dispenser
A00 - Tank Internal Protection - None
H01 - Tank Leak Detection - Interstitial - Electronic Monitoring
I03 - Overfill - Automatic Shut-Off
L07 - Piping Leak Detection - Pressurized Piping Leak Detector
C02 - Pipe Location - Underground/On-ground
F04 - Pipe External Protection - Fiberglass
L01 - Piping Leak Detection - Interstitial - Electronic Monitoring
G04 - Tank Secondary Containment - Double-Walled (Underground)

Tank Number:	7
Tank ID:	43112
Tank Status:	In Service
Material Name:	In Service
Capacity Gallons:	4000
Install Date:	01/01/1992

1930 BARTOW AVE PETROLEUM LLC (Continued) **U004076529**

Date Tank Closed: Not reported
Registered: True
Tank Location: Underground
Tank Type: Equivalent technology
Material Code: 2712
Common Name of Substance: Gasoline/Ethanol

Tightness Test Method: 14
Date Test: 10/01/1999
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

I02 - Overfill - High Level Alarm
K01 - Spill Prevention - Catch Basin
B04 - Tank External Protection - Fiberglass
D06 - Pipe Type - Fiberglass Reinforced Plastic (FRP)
J01 - Dispenser - Pressurized Dispenser
E04 - Piping Secondary Containment - Double walled UG
H01 - Tank Leak Detection - Interstitial - Electronic Monitoring
I03 - Overfill - Automatic Shut-Off
A00 - Tank Internal Protection - None
G04 - Tank Secondary Containment - Double-Walled (Underground)
L07 - Piping Leak Detection - Pressurized Piping Leak Detector
L01 - Piping Leak Detection - Interstitial - Electronic Monitoring
C02 - Pipe Location - Underground/On-ground
F04 - Pipe External Protection - Fiberglass

Tank Number: 8
Tank ID: 43113
Tank Status: In Service
Material Name: In Service
Capacity Gallons: 4000
Install Date: 01/01/1992
Date Tank Closed: Not reported
Registered: True
Tank Location: Underground
Tank Type: Equivalent technology
Material Code: 2712
Common Name of Substance: Gasoline/Ethanol

Tightness Test Method: 14
Date Test: 10/01/1999
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

K01 - Spill Prevention - Catch Basin
L09 - Piping Leak Detection - Exempt Suction Piping
I02 - Overfill - High Level Alarm
B04 - Tank External Protection - Fiberglass
D06 - Pipe Type - Fiberglass Reinforced Plastic (FRP)
E04 - Piping Secondary Containment - Double walled UG

1930 BARTOW AVE PETROLEUM LLC (Continued) **U004076529**

H01 - Tank Leak Detection - Interstitial - Electronic Monitoring
I03 - Overfill - Automatic Shut-Off
A00 - Tank Internal Protection - None
G04 - Tank Secondary Containment - Double-Walled (Underground)
L01 - Piping Leak Detection - Interstitial - Electronic Monitoring
F04 - Pipe External Protection - Fiberglass
J02 - Dispenser - Suction Dispenser
C02 - Pipe Location - Underground/On-ground

E36 **SHELL** **NY LTANKS** **S101658288**
NE **1930 BARTOW AVENUE** **NY Spills** **N/A**
< 1/8 **BRONX, NY 10469**
0.059 mi.
313 ft. **Site 6 of 13 in cluster E**

Relative:
Higher

Actual:
10 ft.

LTANKS:

Name:	SHELL
Address:	1930 BARTOW AVENUE
City,State,Zip:	BRONX, NY 10469
Spill Number/Closed Date:	9009140 / 1995-06-27
Facility ID:	9009140
Site ID:	69675
Spill Date:	1990-11-20
Spill Cause:	Tank Test Failure
Spill Source:	Gasoline Station or other PBS Facility
Spill Class:	A3
Cleanup Ceased:	1995-06-27
SWIS:	0301
Investigator:	MMMULQUE
Referred To:	Not reported
Reported to Dept:	1990-11-20
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	True
Remediation Phase:	0
Date Entered In Computer:	1990-11-28
Spill Record Last Update:	2005-07-25
Spiller Name:	Not reported
Spiller Company:	SHELL OIL
Spiller Address:	Not reported
Spiller County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	5894
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was MULQUEEN 06/27/95: 87-08232=4K UST FAILED TT. 12/26/03 To be investigated and remediated under spill 9106718. "
Remarks:	"LINE TEST ONLY, FAILED PETRO TITE, GROSS LEAK, WILL EXCAVATE,ISOLATE &RETEST. CLOSED REFER TO SPILL 87-08232 FOR ACTIVE FILES."

All TTF:

Facility ID:	9009140

SHELL (Continued) **S101658288**

Spill Number:	9009140
Spill Tank Test:	1537905
Site ID:	69675
Tank Number:	Not reported
Tank Size:	0
Material:	0009
EPA UST:	Not reported
UST:	Not reported
Cause:	Not reported
Source:	Not reported
Test Method:	00
Test Method 2:	Unknown
Leak Rate:	.00
Gross Fail:	Not reported
Modified By:	Spills
Last Modified Date:	Not reported

All Materials:

Site ID:	69675
Operable Unit ID:	949641
Operable Unit:	01
Material ID:	432907
Material Code:	0009
Material Name:	gasoline
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	-1.00
Units:	L
Recovered:	.00
Resource Affected:	Soil
Oxygenate:	Not reported

Name:	SHELL SERVICE STATION/OAK QUALITY GAS
Address:	1930 BARTOW AVENUE
City,State,Zip:	BRONX, NY 10469
Spill Number/Closed Date:	0410319 / 2006-03-22
Facility ID:	0410319
Site ID:	335373
Spill Date:	2004-12-16
Spill Cause:	Tank Test Failure
Spill Source:	Gasoline Station or other PBS Facility
Spill Class:	Not reported
Cleanup Ceased:	Not reported
SWIS:	0301
Investigator:	KMFOLEY
Referred To:	Not reported
Reported to Dept:	2004-12-16
CID:	408
Water Affected:	Not reported
Spill Notifier:	Responsible Party
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	True
Remediation Phase:	0
Date Entered In Computer:	2004-12-20

SHELL (Continued) **S101658288**

Spill Record Last Update:	2006-03-22
Spiller Name:	DEBBIE GRANT
Spiller Company:	SHELL SERVICE STATION
Spiller Address:	1930 BARTOW AVE.
Spiller County:	001
Spiller Contact:	DEBBIE GRANT
Spiller Phone:	(732) 514-0910
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	5894
DEC Memo:	"PBS 2-190691 12/21/04 TTF letter issued. 3/18/05 Investigation/Remediation being done under spill #9106718. "
Remarks:	"PIPING IS DOUBLE-WALLED AND THE LINE FAILED. THE PIPING IS OUT OF THE SYSTEM AND IS TO BE FIXED TOMORROW. "

All Materials:

Site ID:	335373
Operable Unit ID:	1097442
Operable Unit:	01
Material ID:	577427
Material Code:	0009
Material Name:	gasoline
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Resource Affected:	Soil
Oxygenate:	Not reported

Name:	SHELL STATION/OAK QUALITY GAS
Address:	1930 BARTOW AVENUE
City,State,Zip:	BRONX, NY 10469
Spill Number/Closed Date:	9106718 / 2015-08-18
Facility ID:	9106718
Site ID:	108428
Spill Date:	1991-09-21
Spill Cause:	Tank Test Failure
Spill Source:	Gasoline Station or other PBS Facility
Spill Class:	A3
Cleanup Ceased:	2004-01-16
SWIS:	0301
Investigator:	aaobliga
Referred To:	Not reported
Reported to Dept:	1991-09-22
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	True
Remediation Phase:	0
Date Entered In Computer:	1991-09-30
Spill Record Last Update:	2015-08-18
Spiller Name:	Not reported
Spiller Company:	SHELL OIL COMPANY

SHELL (Continued) **S101658288**

Spiller Address: ONE JERICHO PLAZA
Spiller County: 001
Spiller Contact: Not reported
Spiller Phone: Not reported
Spiller Extention: Not reported
DEC Region: 2
DER Facility ID: 336611
DEC Memo: "PBS 2-190691 06/27/95: 87-08232 = 4K UST FAILED TT. 90-09140 LINES FAILED. DTW: 5 - 7' DEC require Bi-Monthly monitoring and progress reports. Product contaminated with PCB's, unknown source. Groundwater depressed on site, flowing toward two recovery wells. 12/3/03 Reassigned from Mulqueen to Foley. 12/26/03 Reopened 9106718 and closed 8708232. To be investigated and remediated under 9106718. Sent STIP to Rob Rule. Copied Matt Schneck, NES. To be signed by 1/16/04.(KMF) 12/31/03 Email from R. Rule. Signed STIP mailed out. 1/15/04 Update report received from NES. SVE/AS system to be activated with receipt of executed stipulation agreement. Shallow groundwater, 4-8'bgs. All wells will be resurveyed. Quarterly sampling select wells (8,9 & 12). All wells sampled annually. Modify in OMMP when submitted. 1/16/04 Received signed stip. 1/22/04 STIP signed by T. Kunkel. Effective today. Copy of signed stip sent to Shell and M. Schneck. 2/04 SVE/AS system activated. 5/19/04 Email from Matt Schneck stated they are sampling select wells quarterly and all wells annually at this site. They performed the annual sampling of all wells last month. This data will be submitted shortly along with the updated survey data I requested and the remediation system start-up data. 11/23/04 Met with M. Schneck and R. Rule. Resurveyed. SVE/AS experiencing a lot of moisture and not much vapor. Very tight soils. Will attempt to optimize system. Will abandon MW-6, MW-15, MW-2 and MW-7. Will sample MW-4, 8, 9, 12, 20 quarterly. The rest will be sampled annually. Received update report.As of 8/30/04, 14lbs of total hydrocarbons were removed. 1/11/05 Received UST closure report for 550gal heating oil tank. Soils beneath the UST appeared impacted and exhibited petroleum odor. The extent of the excavation was extended vertically to the water table (9ft bg). Final dimensions were 13' wide, 10' long, 9' deep. Approx 25 cu yrds of soil was removed. PID readings ranged from 2.4-20.3ppmV. 4 composite sidewall samples and a bottom endpoint groundwater sample was collected. Each sidewall sample exhibited concentrations of PAHs above cleanup objectives. Groundwater had 9 VOCs and 5 PAHs above GWQS. The well closest to the former heating oil tank (MW-14) will be sampled in 1/04 for SVOCs. The SVE/AS system encompasses the former heating oil tank excavation area. 2/1/06 Dissolved concentrations are fluctuating. System has been operating since 2/04. Sparging eight points and pulling from all wells. 2/16/06: Note: Sunoco across the street at 1945 Bartow and upgradient has a BTEX plume that is near the Shell station (BTEX 136 and MTBE 100, on 1/28/06). (Andersen). 6/7/06 - Obligado - Transferred from Foley to Obligado 2/12/07 - Obligado - Review 4Q06 Update Report. 12 monitoring wells guaged and 6 monitoring wells sampled 10/27/06. BTEX from ND to 8217 (MW8). MTBE from ND to 4890 ppb(MW11). DTW 5,58 to 7.04 ft bgs. No LNAPL. System running at 100% during monitoring periord. Effluent samples collected. Effluent benzene at 1.46 mg/m3 which is below most conservative STIP MOU value of 5.272 mg/m3. 9/14/07 - Obligado - Review 2Q07 report. System has 100% runtime. BTEX ND to 4407 ug/L, MTBE ND to 9680 ug/L. 480 pounds of VOCs removed todate. Effluent benzene at 4.6 ppmV. Flow rates were not included. 12/26/07 -

SHELL (Continued) **S101658288**

Obligado - Review 3Q07 report, dated October 30, 2007. Bimonthly O&M performed July thorugh September. System run time is 83%. 100 lbs of VOCs removed this quarter, 535 lbs removed to date. Both estimated (PID) and actual (lab data) below STIP benzene limits. Depth to ground water ~7 ft, gw flow to southeast. BTEX range is ND to 12,871 ug/L (MW11), MTBE Range is ND to 10,200 ug/L (MW11). Propose continue O&M and groundwater monitoring. 5/7/08 - Obligado - Review 4Q07 report. Routine O&M conducted. Some system modifications in December 2007. System run time was 91 -99 %. Benzene emmisions below Discharge Limits. BTEX from ND to 7089 ug/L (MW11). MTBE ND to 12,100 ug/L (MW11). No LNAPL. Proposed soil boring investigaiton to detemrine remaining impacts and do vertical delineation, O&M, and continued gw sampling. Review 1Q08 Update Report. SVE blower replaced in March 2008, and system restarted. GW sampled in January 2008. BTEX ND to 15068 ug/L (MW12), MTBE ND to 2700 ug/L (MW12). No LNAPL. System run time was 50%. Benzene emissions are below STIP limits. Proposes conducting a soil boring investigation, continued O&M, and gw monitoring. 6/15/09 - Obligado - Portfolio meeting. System is operational, but having problems with water accumulation. They have to blow out lines frequently. 6/16/09 - Obligado - Review Site Investigation Summary report. They installed 3 additional wells. The soil and gw contamination appears delineated. Sent approval letter. 10/28/09 - Obligado - Reviewed 2Q09 Update Report - they will install a new more powerfull compressor to increase hydrocarbon recovery. 11/2/09 - Obligado - Reviewed 3Q09 Update Report GES replaced the existing sparge compressor (1.5 HP) with a higher performance sparge compressor(15HP). However, due to high effluent air temperature (1400F), the sparge compressor was shutdown until the existing heat exchanger could be repaired and reactivated. September 2009 - The on-site heat exchanger was repaired and the system was activated. The heat exchanger effectively reduced the effluent air temperature from 140 F to 82 F; however, asignificant increase in PID readings was observed. Therefore, the sparge system was shutdown until the SVE emissions could determined. September 14, 2009 Verified the effluent benzene concentrations with a Deaeger benzene detection kit. During 3Q09 - estimated 361 lbs of hydrocarbon recovered. 8/3/10 - Obligado - I reviewed the 2Q10 monitoring report. They started pulsing the system to determine if system could be shut down. During pulsing, hydrocarbon recovery increased, so they will continue to run the system. 8/25/10 - Obligado - Meeting with DEC, Shell, and GES. The system will be shutdown in September 2010. A site investigation work plan for confirmation soil borings will be submitted in 4th QTR 2010. 11/3/10 - Obligado - Email from Heather Cloud. Soil sampling is scheduled for the month of November. 12/22/10 - Obligado - Review the 3Q10 report. BTEX from ND to 521 ug/L. MTBE ND to 1082 ug/L. SVE/AS system shut down temporarily as of 9/21. System pulsing has begun. They will do soil confirmation sampling. 3/8/11 - Obligado - Review 4Q10 report - AS/SVE system was shut down on September 10 as per pulsing plan. IN november GES performed a soil sampling plan. 4 soil samples were collected. Soil samples ranged from 261 ug/kg VOCs to 1,350,760 ug/Kg. Max BTEX in groundwater is only 397 ug/L, Max MTBE is 335 ug/L. According to the report, as of September 2010 1,490 lbs of hydrocarbons have been removed. Proposes to conduct ground water monitoring. 5/26/11 - Obligado - I received an email from Jennifer Gilles of URS. They found free product in MW9. They believe it is waste oil and they called in a new spill. Spill No. 1102068. I told URS to collect a sample for fingerprint analysis. 7/18/11 - Obligado

SHELL (Continued) **S101658288**

- Email from Jennifer at URS. URS is in the process of scheduling the removal of the tank that is near MW-9. 7/19/11 - Obligado - Email from URS. The laboratory indicated that the product sample had a partial match to Fuel Oil No. 6 (C11-C26). It was too weathered for a definitive match. The product sample was a match for weathered heavier petroleum product as in motor oil range. 12/15/11 - Obligado - I inspected a tank pull of an abandoned waste oil tank. Upon removal, the DER staff observed the tank to be full of holes. Grossly contaminated soils surrounded the tank. This waste oil tank appears to be the source of free product which was recently discovered in nearby well. Shell contractors plan to over excavate contaminated soils around the tank area 1/11/12 - Obligado - I reviewed a workplan to advance soil borings to delineate the extent of the waste oil contamination. I emailed approval to Jennifer Gillies. Investigation will be performed within 60 days. 8/22/12 - I received a WAste OIl delineation report. 3/8/13 - Obligado - I received an Investigation Report from JEnnifer Gillies, conducted pursuant to a property transfer. The investigation went above and beyond the previous waste oil delineation. Also submitted was an IRM workplan which proposed to excavate contaminated soil in the vicinity of the former waste oil and gasoline tanks. 3/18/13 - Obligado - I sent an comment letter on the IRM. I requested the RAOs be specified as unrestricted Clean-up objectives per CP51 and the plan include a CAMP to monitor vapors and dust. 4/2/13 - Obligado - I received the revised plan. Unrestricted clean-up objectives were not included. A CAMP was included. I emailed Jennifer to ask her to include the RAOs for unrestricted soil clean-up levels. I received a call Rob Rule. He insisted the Commercial Clean-up Objectives should apply. I told him the spills program uses the unrestricted. He will include language saying the results will be compared to the unrestricted. 4/4/13 - Obligado - I reviewed a revised plan. The plan states that the endpoint samples will be compared to the unrestricted clean-up objectives. I sent an approval letter to Shell. 8/16/13-Vought-Received call from and spoke to Gaule and email from Gaule that Jeff, Thanks for taking the time to talk earlier, as discussed please find attached the DEP approval for our discharge via the 6 force main from the site to the City combined sewer that runs in Bartow Ave. I have also attached a figure showing the force main route as well as the proposed location of discharge via the catch basin located on the edge of Bartow Ave in front of the property, which also enters the same combined sewer. Currently Shell is in the process of excavating a large area of impacted soil in accordance with the NYSDEC approved RAP, due to the issues uncovered at the start of the discharge, to the force main, holes in the pipe at multiple locations, it has been determined that the currently approved discharge route is not viable and we are looking for some assistance from the DEC with the approval of the new location. At the beginning of the permit application process we were told, by the DEP, that we could not discharge to the catch basin because the DEP does not allow such discharge. As we discussed the site is currently under development by the new property owner and the work has been halted for the remediation activities. Notwithstanding the expense associated with a delayed opening for the new property owner, it currently costs Shell approximately $30,000 a day for shoring, dewatering equipment and associated labor. So time is of the essence, and a new discharge location is a priority. URS and Shell have previously communicated with Suresh Kumar (718) 595-5205, and Agata Obrusnik (718) 595-5430 of the NYCDEP concerning discharge

SHELL (Continued) **S101658288**

quantity and location. Prior to contacting you we did reach out to both of these folks and have left voicemail message requesting a call back to discuss the alternative discharge location. Thanks again for your assistance with this matter, an help would be appreciated. Vought sent email to and discussed with DEC Southwell and sent following email response to Gaule that Chris, I forwarded your email onto one of the heads of our Water Unit (Selvin Southwell) who had the chance to review it and I also discussed it with him personally. Selvin noted that the discharge to the catch basin may be limited by capacity issues (such as during storm events) and as such it was a hydraulic issue. He added that DEC may possibly be able to assist with water quality issues with the DEP but as this is a hydraulic issue to DEP's sewers and catch basins we have no authority and cannot assist. I am hoping that your inquiries to DEP are answered and as a standard government answer can suggest that if you are not satisfied with their response that you go to higher levels within the DEP. My apologies and I wish the Department could be of more assistance. 9/30/13- Obligado - I called Chris to get an update on the site. They resolved the dewatering issues and the excavation is complete. 4/7/14 - Obligado - I received a workplan to reinstall montioring wells. I emailed approval of the plan to Jennifer Gillies 4/11/14 - Obligado - I received the IRM Completion Report. According to the report, approximately 2,995 tons of petroleum impacted soil and debris was excavated during the Focused IRM and transported to Gloucester County Solid Waste Complex in Swedesboro, New Jersey for disposal. The water table was encountered at approximately five feet bgs. The groundwater was treated using a bag fillters and liquid pahse carbon vessels. Treated groundwater was discharged to the 24 inch sanitary sewer located along Bartow Avenue. A NYC permit was obtained and approximately 1,200,000 gallons were discharged to the existing sanitary sewer. The excavation reached depths between 16 and 20 feet to the peat layer. A total of 28 soil samples were collected from the base of the excavation area. No sidewalls were collected due to sheeting. Benzene and methyl-tert-butyl ether (MTBE) were the only CP-51 List VOCs detected above the NYSDEC CP-51 Criteria in any of the samples collected from the peat layer (Base 8 through Base 28) Additionally, during storwater detention system installation activities, approximately 103 tons of petroleum impacted soil and debris was excavated during the stormwater detention system installation activities and transported to Waste Management-High Acres in Fairport, New York for disposal. 8/18/15 - Obligado - I reviewed the 2nd Quarter 2015 monitoring Report. This report documents the 5th sampling event following the remedial excavation activities. Groundwater concentrations post remediation have declined considerably. Free product is no longer present in any on-site wells following the remediation. Groundwater concentrations show a maximum concentration of 72 ug/L benzene and 18.8 ug/L MTBE in MW23R. No Toluene, Ethlybenzene, or Xylenes were detected in any onsite wells. This spill is closed based on: - Source removal (including UST system replacement, heating and waste oil tank removal) - Operation of an AS/SVE system from 2004 to 2010 - Excavation of approximately 3000 tons of petroleum impacted soil and debris, to depths of 16 to 22 ft bgs. - Minimal exceedences of groundwater standards. - A sensitive receptor survey concluded no complete exposure pathways - The site has been redeveloped as a gasoline service station. This spill no longer appears to be a threat to human health or the environment and is closed. Spill Closure Letter emailed to Rob Rule cc to Jennifer

SHELL (Continued) **S101658288**

Gillies "
Remarks: "TWO 4000'S VACUUTECH. WAS SULLIVAN SPILL. REASSIGNED TO MULQUEEN 4/18/95. SHELL ADDRESSING PROBLEM. SEE FILE. SEE ALSO 87-08232"

All TTF:
Facility ID: 9106718
Spill Number: 9106718
Spill Tank Test: 1539083
Site ID: 108428
Tank Number: Not reported
Tank Size: 0
Material: 0009
EPA UST: Not reported
UST: Not reported
Cause: Not reported
Source: Not reported
Test Method: 00
Test Method 2: Unknown
Leak Rate: .00
Gross Fail: Not reported
Modified By: Spills
Last Modified Date: Not reported

All Materials:
Site ID: 108428
Operable Unit ID: 960941
Operable Unit: 01
Material ID: 422401
Material Code: 0009
Material Name: gasoline
Case No.: Not reported
Material FA: Petroleum
Quantity: -1.00
Units: G
Recovered: .00
Resource Affected: Soil, Groundwater
Oxygenate: Not reported

Site ID: 108428
Operable Unit ID: 960941
Operable Unit: 01
Material ID: 578366
Material Code: 0001A
Material Name: #2 fuel oil
Case No.: Not reported
Material FA: Petroleum
Quantity: .00
Units: G
Recovered: .00
Resource Affected: Soil, Groundwater
Oxygenate: Not reported

Name: SHELL
Address: 1930 BARTOW AVENUE
City,State,Zip: BRONX, NY 10469
Spill Number/Closed Date: 8708232 / 2003-12-26

SHELL (Continued) **S101658288**

Facility ID:	8708232
Site ID:	108427
Spill Date:	1987-12-22
Spill Cause:	Tank Test Failure
Spill Source:	Gasoline Station or other PBS Facility
Spill Class:	A3
Cleanup Ceased:	Not reported
SWIS:	0301
Investigator:	MMMULQUE
Referred To:	Not reported
Reported to Dept:	1987-12-23
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	True
Remediation Phase:	0
Date Entered In Computer:	1988-01-13
Spill Record Last Update:	2005-09-01
Spiller Name:	Not reported
Spiller Company:	SHELL OIL
Spiller Address:	1930 BARTOW AVE
Spiller County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	5894
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was MULQUEEN 06/27/95: WAS BATISTA SPILL, REASSIGNED TO MULQUEEN 4/95. OTHER SITE SPILLS ARE 91-06718 & 90-09140. 12/26/03 To be investigated and remediated under spill #9106718. (KMF) "
Remarks:	"4K TANK FAILED WITH A LEAK RATE OF -.072GPH, WILL UNCOVER AND INVESTIGATE. WAS A BATTISTA SPILL. REASSIGNED TO MULQUEEN 4/18/95. SHELL ADDRESSING PROBLEM AT SITE. SEE FILE & 91-06718 90-09140."

All TTF:

Facility ID:	8708232
Spill Number:	8708232
Spill Tank Test:	1532785
Site ID:	108427
Tank Number:	Not reported
Tank Size:	0
Material:	1213A
EPA UST:	Not reported
UST:	Not reported
Cause:	Not reported
Source:	Not reported
Test Method:	00
Test Method 2:	Unknown
Leak Rate:	.00
Gross Fail:	Not reported
Modified By:	Spills
Last Modified Date:	Not reported

SHELL (Continued) **S101658288**

All Materials:

Site ID:	108427
Operable Unit ID:	913751
Operable Unit:	01
Material ID:	463627
Material Code:	0009
Material Name:	gasoline
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	-1.00
Units:	L
Recovered:	.00
Resource Affected:	Groundwater
Oxygenate:	True

Site ID:	108427
Operable Unit ID:	913751
Operable Unit:	01
Material ID:	572278
Material Code:	1213A
Material Name:	MTBE (methyl-tert-butyl ether)
Case No.:	01634044
Material FA:	Hazardous Material
Quantity:	Not reported
Units:	Not reported
Recovered:	Not reported
Resource Affected:	Groundwater
Oxygenate:	True

SPILLS:

Name:	WHOLESALE FUEL DISTRIB.
Address:	1930 BARTOW AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	1102068 / 2011-12-01
Facility ID:	1102068
Facility Type:	ER
DER Facility ID:	404144
Site ID:	449558
DEC Region:	2
Spill Cause:	Unknown
Spill Class:	C4
SWIS:	0301
Spill Date:	2011-05-25
Investigator:	AAOBLIGA
Referred To:	Not reported
Reported to Dept:	2011-05-25
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Gasoline Station or other PBS Facility
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False

SHELL (Continued) **S101658288**

Remediation Phase:	0
Date Entered In Computer:	2011-05-25
Spill Record Last Update:	2011-12-01
Spiller Name:	ALEX GUARDIA
Spiller Company:	WHOLESALE FUEL DISTRIB.
Spiller Address:	1930 BARTOW AVE
Spiller Company:	999
Contact Name:	ALEX GUARDIA
DEC Memo:	"This site is a long term Shell gasoline site which URS has been monitoring. DEC manager is Andre Obligado. During today's round of sampling they found approx 1 gal of waste oil in one of the monitoring wells and URS called in a new spill and listed the current owner/operator as the responsible party. Sangesland left a voice message with Alex Guardia of Wholesale Fuel asking for more information on the adjacent buried waste oil tank. When was this waste oil tank installed? Did URS/Shell ever test this tank or the soil around it before the land was sold? How positive is URS/Shell that this tank was NOT leaking before they sold the lot? 05/25/11-Zhune spoke to Alex Guardia. He said Motiva Environmental Shell's Consultant was doing quaterly monitoring. They found traces of waste oil in one of the wells, His consultant Tyree will test the waste oil tank today. Alex Guardia- Alex@wfdistribuiders.com 06/29/11-Zhune spoke to Jennifer Gillis from URS 518-688-0015. Consiltant (URS) found product during quaterly monitoring in monitoring well MW-9. This well is very close to a waste oil UST. URS is going to remove this tank, remove the contamination and collect endpoint samples. 7/15/11 - Obligado - Since there is an existing open Shell spill this has been transferred to me as per discussion with Vadim Brevdo. 5/26/11 - Obligado - I received an email from Jennifer Gilles of URS. They found free product in MW9. They believe it is waste oil and they called in a new spill. Spill No. 1102068. I told URS to collect a sample for fingerprint analysis. 7/18/11 - Obligado - Email from Jennifer at URS. URS is in the process of scheduling the removal of the tank that is near MW-9. 7/19/11 - Obligado - Email from URS. The laboratory indicated that the product sample had a partial match to Fuel Oil No. 6 (C11-C26). It was too weathered for a definitive match. The product sample was a match for weathered heavier petroleum product as in motor oil range. 9/28/11 - Obligado - I received an email from Jennifer Guilles. We are finalizing our contract with the subcontractor to perform this work. Once the contract is finalized, we will schedule the removal. I will notify you of the schedule. 12/1/11 - Obligado - Due to the fact that the petroleum is highly weathered and that it is present in a well that has previously exhibited free product, this free product is not a

SHELL (Continued) **S101658288**

new release. This spill is
closed and consolidated with the existing spill number 9106718. "
Remarks: "Discovered in a monitoring well. Cleanup is being scheduled."

All Materials:
Site ID: 449558
Operable Unit ID: 1199767
Operable Unit: 01
Material ID: 2196168
Material Code: 0022
Material Name: waste oil/used oil
Case No.: Not reported
Material FA: Petroleum
Quantity: 1.00
Units: G
Recovered: Not reported
Resource Affected: Not reported
Oxygenate: Not reported

E37 **MOBLE** **EDR Hist Auto** **1022008028**
NNE **2805 EDISON AV** **N/A**
< 1/8 **BRONX, NY 10461**
0.067 mi.
355 ft. **Site 7 of 13 in cluster E**

Relative: EDR Hist Auto
Higher

Actual: Year: Name: Type:
13 ft. 1986 MOBLE Gasoline Service Stations
1987 MOBLE Gasoline Service Stations
1988 MOBLE Gasoline Service Stations

E38 **ACADIA** **NY Spills** **S106014614**
NE **1941 BARTOW AV** **N/A**
< 1/8 **BRONX, NY**
0.069 mi.
365 ft. **Site 8 of 13 in cluster E**

Relative: SPILLS:
Higher
Name: ACADIA
Actual: Address: 1941 BARTOW AV
13 ft. City,State,Zip: BRONX, NY
Spill Number/Closed Date: 0302285 / 2008-10-10
Facility ID: 0302285
Facility Type: ER
DER Facility ID: 189579
Site ID: 230013
DEC Region: 2
Spill Cause: Unknown
Spill Class: C4
SWIS: 0301
Spill Date: 2003-06-03
Investigator: skcarlso
Referred To: ORC BY SUNOCO PLANNED
Reported to Dept: 2003-06-03
CID: 199

ACADIA (Continued) **S106014614**

Water Affected:	Not reported
Spill Source:	Commercial/Industrial
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2003-06-03
Spill Record Last Update:	2009-01-23
Spiller Name:	Not reported
Spiller Company:	Not reported
Spiller Address:	Not reported
Spiller Company:	001
Contact Name:	JEFF SHERIDAN
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was SAWYER Sangesland DDO- Sangesland called Jeff Sheridan at C&S Mgt. Corp for address Sent contaminated soil letter 7/29/03 Transferred from Tipple to Sawyer. 7/30/03 1420 HRS Sawyer had a three-way call with Kate Sinding of Sive, Paget and Riesel and Charles Powers of CNS and was subsequently sent the report detailing the preliminary sub-surface investigation. 8/27/03 1100 Hrs Sawyer met with Charles Powers of CNS and investigated the site visually. Went over boundaries and areas of major and minor contamination. Mr. Powers said I should receive a copy of the secondary phase report soon. 3/23/04 - Sawyer - 1941 Bartow Avenue, Bronx NY Spill #0302285 - Originally reported because excavation soil was rejected for chemical odors. Stars testing revealed that there were high semi-volatiles such as Pyrene. Charles Powers of CNS also discovered another plume of contamination of gasoline constituents that may be coming from an off-site source. The suspected source is a Sunoco gas station directly east on Bartow Avenue. After the December meeting with Acadia Realty Trust (Developer), CNS Management Corp. (Environmental Contractor), Sive, Paget & Riesel (Env. Lawyers), and David Rubinton, we agreed to allow them to show a pilot test of the proposed Pump & Treat recovery system. Charles Powers set up the pilot test on January 13, 2004. This was not the real pilot test because the water in the installed well was merely pumped into a tank truck and sampled. The lawyers representing 1941Bartow and Sunoco are trying to come to some agreement on how reimbursement will work for the clean up. I have since received a Remedial Action Plan from Charles Powers. This plan also contains schematics of the groundwater extraction and monitoring wells. I am waiting for CNS to implement the full pump and treat oxidizer system before my next visit. Whenever Sunoco takes over remediation or responsiblity for remediation the

ACADIA (Continued) **S106014614**

spill will be tranferred in
Department to remediation division. 12/20/05: Charles Powers new phone numbers: 516-932-3228,
516-448-5004. Spoke with Charles Powers: the retail building construction was completed in
September 2005. The active vapor venting system is working. The groundwater remediation system is
in place and is awaiting litigation results with Sunoco. They are planning on taking groundwater
monitoring results in a week or two. I asked him to take indoor air quality samples and he said
that would not be a problem. I sent a letter confirming this conversation. 1/10/06: Letter sent on
12/20/05 returned to sender. 1/11/06: Resent letter to new address: 550 West Old Country Rd. Suite
308, Hixville, NY 11801 1/30/06: Spoke with Peter Brighton ((office) 516-932-3228, (cell)
516-721-3371) of CNS Management about indoor air samples. He will take a sample in each of the
tenant spaces in the building. I told him to focus on the area closest to the Sunoco station.
2/9/06: Received December 2005 Groundwater Sampling Report. Max BTEX 2475 (MW-6) and max MTBE 102
(MW-6). 2/13/06: Spoke with Peter Brighton of CNS management (pbrighton@cnsmanagement.net). Air
samples were taken. 2/17/06: Sent a letter to CNS Managemnt requiring: addition of gw flow
direction to the site plan, add the second gw well located near MW2 to the site plan, noting that
Sunoco will also monitor MW6, requested resubmittal of 9/14/05 report. 5/9/06: Spoke with Charles
Powers. Peter Brighton is not longer working for the company. He will look into air sampling
results and most recent quarterly report. 5/12/06: Received two reports fron CNS management. Air
sampling report dated March 3, 2006 showed trace VOC's in both indoor and outdoor background
sample. Concentrations were below NYDOH average background concentrations. Groundwater sampling
report dated April 10, 2006 indicated free product was found in MW6. The depth of product was not
reported. Well gauging data was not submitted. Sent an email to Charles Powers indicating that the
depth of product be reported immediately, and that immediate action be taken to remove the product
from this well. Well gauging data should also be submitted in the future. The adjacent Sunoco
station is a possible source of this gasoline, and they are in the process of completing another
tank tightness test. Additional action by CNS beyond bailing of product can wait for the results of
Sunoco's tank tightness test. 5/16/06: Meeting scheduled with Charles Powers on Monday May 22nd at
2pm. 5/18/06: Received a copy of the report titles Soil Vapor Extraction System Installation Report
Extraction and Monitoring Wells dated September 14 2005. 5/22/06: Meeting with Charles Powers.

ACADIA (Continued) **S106014614**

Charles Powers will survey wells for depth of product and depth to water with future sampling.
Product in MW6 is suspected to be old contamination from adjacent Sunoco station. On site Sunoco
wells have relatively low contamination and no product. Sunoco is conducting a tightness test.
NYSDEC suggested fingerprint analysis be conducted on product in MW6. During last two quarters
product was found in wells and wells were then purged and sampled. 6/16/06: Groundwater monitoring
scheduled for 6/22/06. 7/28/06: Received a monitoring report. Groundwater sampled on June 22, 2006.
Depth to water approximately 5 feet. Groundwater flow direction approximately easterly. One inch of
product in MW6. Sent letter requiring product recovery from MW6. Monthly product recovery required
by 8/28/06. 8/10/06: Spoke with Charles Powers (516-932-3228). A submersible pump will be installed
to pump product and water from the top 1 foot of screen of the well. Removed liquid will be
containerized on site. 10/5/06: Reviewed update report dated 9/6/06. Wells sampled on 8/2/06. No
mention of product in MW6, or recovery efforts. Max BTEX 9823 in MW6, max MTBE 180 ppb in MW3.
Gauging data appears to indicate that MW6 is downgradient of the adjacent Sunoco station. Sunoco's
report did not present gauging data, but stated that groundwater flow is generally to the
southeast, or sidegradient of the MW6. 11/15/06: Reviewed update report dated 11/8/06. Wells
sampled on 10/18/06. Sheen in MW6. Active recovery from MW6. Max BTEX 3886 ppb in MW6, max MTBE 113
ppb in MW3. General decreasing trend in concentrations. 3/15/07: Sent Charles Powers an email to
followup on the submittal date of the next quarterly report. 4/12/07: Received a summary of site
history, a site plan with historical sampling locations and groundwater gauging, and a site plan
with MTBE concentrations. 6/14/07: Spoke to Charlie Powers. He has not heard from Francis Onaga
regarding ORC in MW6. 6/27/07: Spoke to Matthew Feil regarding the Sunoco RAP. He has not yet heard
from Francis Onaga regarding implementation. He will file a FOIL to review the workplan. 8/30/07:
Reviewed groundwater sampling report. Wells sampled on 6/12/07. Max BTEX 4726 ppb (MW6). Max MTBE
299 ppb (MW3). 3/12/08 - Carlson : Reviewed August 2007 Groundwater Sampling report. Wells sampled
on 8/28/07. Low level BTEX present. MTBE present in all wells. Max BTEX 192 ppb (MW6). Maximum MTBE
concentration 422 ppb (MW3). 5/5/08 - Carlson: Reviewed March 31, 2008 Groundwater Sampling Report.
Wells sampled on March 21, 2008. Slight increase in contamination. Maximum BTEX concentration 398
ppb in MW6. Maximum MTBE concentration 330 ppb in MW3. 10/10/08 - Refer to Spill # 9510442. 1/23/09
- Carlson: Received well abandonment report."

ACADIA (Continued) **S106014614**

Remarks: "caller was imployed as a consultant for a construction site - soil from site was rejected for odors of chemicals - after stars testing - shows many chemical in to soil the higest of which is listed above"

All Materials:

Site ID:	230013
Operable Unit ID:	868983
Operable Unit:	01
Material ID:	506759
Material Code:	1990A
Material Name:	pyrene
Case No.:	00129000
Material FA:	Hazardous Material
Quantity:	.00
Units:	G
Recovered:	.00
Resource Affected:	Soil
Oxygenate:	Not reported

E39 **21ST CENTURY FUEL LLC** **EDR Hist Auto** **1021462956**
NE **1945 BARTOW AVE** **N/A**
< 1/8 **BRONX, NY 10469**
0.070 mi.
369 ft. **Site 9 of 13 in cluster E**

Relative: EDR Hist Auto
Higher

Actual: **13 ft.**

Year:	Name:	Type:
1990	1945 BARTOW AVENUE SERVICE STN	Gasoline Service Stations
1991	1945 BARTOW AVENUE SERVICE STN	Gasoline Service Stations
1992	1945 BARTOW AVENUE SERVICE STN	Gasoline Service Stations
1993	1945 BARTOW AVENUE SERVICE STN	Gasoline Service Stations
1994	1945 BARTOW AVENUE SERVICE STN	Gasoline Service Stations
1995	1945 BARTOW AVENUE SERVICE STN	Gasoline Service Stations
2001	21ST CENTURY FUEL LLC	Gasoline Service Stations
2002	21ST CENTURY FUEL LLC	Gasoline Service Stations
2003	21ST CENTURY FUEL LLC	Gasoline Service Stations
2004	21ST CENTURY FUEL LLC	Gasoline Service Stations
2005	21ST CENTURY FUEL LLC	Gasoline Service Stations
2006	21ST CENTURY FUEL LLC	Gasoline Service Stations
2007	21ST CENTURY FUEL LLC	Gasoline Service Stations
2008	21ST CENTURY FUEL LLC	Gasoline Service Stations
2009	21ST CENTURY FUEL LLC	Gasoline Service Stations
2010	21ST CENTURY FUEL LLC	Gasoline Service Stations
2011	21ST CENTURY FUEL LLC	Gasoline Service Stations
2012	21ST CENTURY FUEL LLC	Gasoline Service Stations
2013	21ST CENTURY FUEL LLC	Gasoline Service Stations
2014	21ST CENTURY FUEL LLC	Gasoline Service Stations

E40 **GAS STATION** **NY LTANKS** **S102149081**
NE **1945 BARTOW AVENUE** **NY Spills** **N/A**
< 1/8 **BRONX, NY**
0.070 mi.
369 ft. **Site 10 of 13 in cluster E**

Relative:
Higher

Actual:
13 ft.

LTANKS:

Name:	GAS STATION
Address:	1945 BARTOW AVENUE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	9411581 / 2003-10-28
Facility ID:	9411581
Site ID:	287866
Spill Date:	1994-11-29
Spill Cause:	Tank Failure
Spill Source:	Gasoline Station or other PBS Facility
Spill Class:	B3
Cleanup Ceased:	Not reported
SWIS:	0301
Investigator:	SIGONA
Referred To:	Not reported
Reported to Dept:	1994-11-30
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Responsible Party
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	True
Remediation Phase:	0
Date Entered In Computer:	1995-01-09
Spill Record Last Update:	2003-10-28
Spiller Name:	RICHARD FINKELSTEIN
Spiller Company:	21ST CENTURY FUEL, LLC
Spiller Address:	176 WOODBURY ROAD, SUIT 2
Spiller County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	233182
DEC Memo:	""
Remarks:	"READINGS ON O.I.D METER- WHILE INSTALLING MONITOR WELLS 2 0F 4 SHOWED TO TEST GROUND WATER."

All Materials:

Site ID:	287866
Operable Unit ID:	1005321
Operable Unit:	01
Material ID:	373926
Material Code:	0009
Material Name:	gasoline
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Resource Affected:	Groundwater
Oxygenate:	Not reported

GAS STATION (Continued) **S102149081**

SPILLS:

Name:	SUNOCO GAS STATION
Address:	1945 BARTOW AVENUE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	9510442 / 2011-08-04
Facility ID:	9510442
Facility Type:	ER
DER Facility ID:	233182
Site ID:	287867
DEC Region:	2
Spill Cause:	Unknown
Spill Class:	B3
SWIS:	0301
Spill Date:	1995-11-20
Investigator:	JAKOLLEE
Referred To:	Not reported
Reported to Dept:	1995-11-20
CID:	365
Water Affected:	Not reported
Spill Source:	Gasoline Station or other PBS Facility
Spill Notifier:	Responsible Party
Cleanup Ceased:	2004-03-22
Cleanup Meets Std:	True
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	True
Remediation Phase:	0
Date Entered In Computer:	1995-11-20
Spill Record Last Update:	2011-08-04
Spiller Name:	PETER CIARDULLO
Spiller Company:	PETER CIARDULLO
Spiller Address:	76 REGGIES WAY
Spiller Company:	001
Contact Name:	PETER CIARDULLO
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was SUN This spill was reassigned from DEC Sigona to Sun on January 7, 2004. ASSIGNED TO SIGONA WHO IS ALREADY INVESTIGATING THIS SITE, SEE SPILL 9411581. DEC SIGONA CALLED SUNNOCO WHO SAID THE SPILL MUST BE ADDRESSED BY PETER CIARDULLO, CEDAR HILL RD., BEDFORD, N.Y. 10506, 718-379-9677. THEY HAVE A LEASE AGREEMENT. This spill site has been consolidated under Spill No 9510442. 1/8/2004 Reassigned from Sigona to Sun. 02/19/2004-Sun-File Update by Sun: -On 02/19/2004, Joe Sun sent a letter and Stipulation Agreement to Peter Ciardullo (Tel:845-223-4508) requiring complete delineation of soil and groundwater contamination, submittal of an Investigation Summary Report followed by a submittal of a Remedial Action Plan. The Department set a deadline of March 11, 2004 for signing of the Stipulation Agreement by the Respondent. 03/16/2004-Sun-File Update by Sun: On 03/16/2004, Joe Sun sent a letter to Francis Onaga (Consultant to Peter Ciardullo) in reference to the propsed monitoring wells and soil borings. The Department has reviewed and approved the

GAS STATION (Continued) **S102149081**

proposed locations for
installing four (4) new monitoring wells and six (6) soil borings, as indicated in Mr.Onaga's fax
to DEC dated 03/15/04 for the subject site. 10/4/04-Sun-File Update by Sun: -Site Investigation
Summary Report-April 2004, prepared by CES Environmental Services (Francis Onaga, Tel
732-257-2091): Five off-site soil samples (SB-1 through SB-5) were collected from the site on
3/20/04. Two replacement monitoring wells (MW-1 and MW-3) were installed at the site on 3/25/04 at
the depths of 10.6 feet and 8.5 feet bgs, respectively. Soil sampling results showed that the
concentrations of the targeted VOCs were ND, with the exception of soil sample from MW-1S. Soil
sample MW-1S was found to contain targeted VOCs above the NYSDEC TAGM 4046 Guidelines (Recommended
Soil Cleanup Objective Guideline Contaminated Soil). Some semi-VOCs with concentrations were above
TAGM-4046 guideline. SB-1 through SB-5 were located off-site, and up-gradient of the service
station. Groundwater samples showed that some targeted VOCs were detected in all groundwater
samples with the exception of GW-2 and GW-5. Benzene and MTBE were detected in MW-1 and MW-2 only,
and their respective concentrations ranged from 17 ppb to 170 ppb (MW-1) to 2,500 ppb to 11,000 ppb
(MW-2). With the exception of naphthalene that was detected at 300 ppb (MW-2), and 150 ppb (MW-3),
all other semi-VOCs were non detected. Groundwater flow direction at the site is to the south of
the site, and in the general diection of Hutchinson River. -Letter Report for the Installation and
Sampling of Monitoring Well (MW-4)-by CES Environmental, Francis Onaga, dated 8/9/04: On 6/16/04,
the underground storage tanks were tested for leaks and the results indicated that the tanks passed
the test. The test was conducted by Precision Testing of Underground Petroleum Tanks. On 7/5/04 one
new monitoring well (MW-4) eas installed at the corner of the intersectionm of Bartow and Edson
Avenues, and at a depth of approximately 11.0 feet below grade. THe results of both soil and
groundwater indicated that detected compounds were below the established soil and groundwater
cleanup criteria. -On 10/4/04 Sun sent a letter to Francis Onaga of CES Environmental and Peter
Ciadullo (property owner) requiring them to continue to perform quarterly monitoring (gauging) and
sampling on all monitoring wells. It also requires to re-test the backfill material behind the
service station to confirm the source of semi-VOCs. The result is due by 12/3/04. 01/18/05 File
Update by Sun: On 01/18/05, Sun sent a letter to Peter Ciardullo (the Property Owner) and Francis
Onaga (Owner's consultant) informing that The New York State Department of Environmental

GAS STATION (Continued) **S102149081**

Conservation (the Department) has received the Site Investigation Summary Report dated April 2004
and Quarterly Progress Report dated December 2004 for the subject site. The Department has reviewed
the reports and contamination has been delineated to the extent possible. Pursuant to the
Stipulation Agreement signed and dated effective March 24, 2004, the Department requires a Remedial
Action Plan be submitted within 45 days of receipt of approval of the Investigation Summary Report.
10/31/05 Closed spill #9310112 which also exists for this site. That case is now consolidated into
this open spill. 12/9/05: Reviewed the quarterly report dated November 9, 2005 prepared by CES
Cifron Environmental Services. I approved excluding future gw sampling from analyzing for sVOC's
and I stated that an RAP was overdue. 1/16/06: As discussed during the 1/15/06 site visit, sampling
of MW6 located on 1941 property will be added to quarterly sampling, and a sensitive receptor
survey will be conducted. 2/2006 quarterly report shows that concentrations appear to be naturally
attenuating. Installation of downgradient well is difficult due to utilities in the area. A shell
station is located directly downgradient across the street (1930 Bartow) and they have an SVE/AS
system running. Inspection of the adjacent property (Sunoco is in a lawsuit with the adjacent
property) shows that their report does not show all of the wells on their property and does not
show gw flow direction (they appear to be upgradient). 4/28/06: Reviewed quarterly report dated
April 2006. Concentration in off site well MW6 are 13,420 ppb of BTEX and 360 ppb of MTBE.
Tightness tested required by June 28, 2006. 5/4/06: Received phone call from Neil Gerst
(516-227-3686), the attorney for the operator: 21st century fuels. Confirmed that a tank tightness
test was required (last test was 11/04). 5/17/06: Spoke to Will Nolan (Peter Chardulo's attorney,
518-487-7773). He requested that future correspondence be cc'd to the operator of the site.
5/23/06: Spoke with Peter Chardulo (845-223-4508). He requested that DEC notify him when the
operator schedules the tank tightness test. 6/20/06: Tank tightness test completed on June 2, 2006.
Tanks, lines, and leak detectors all passed. 6/23/06: Groundwater sampling scheduled for 6/24/06.
8/7/06: Received update report. Four onsite wells sampled on 6/26/06. Off-site MW6 not sampled. Max
BTEX 131 ppb (MW2), max MTBE 280 ppb (MW2). Stable/slightly decreasing concentrations. 11/13/06:
Received quarterly progress report dated November 2, 2006. Wells sampled on September 21, 2006. Max
BTEX 136 (MW2), max MTBE 180 ppb (MW2). Sent letter requiring future report to include a site plan,
and be submitted in both electronic and paper copies. 3/15/07: Emailed

GAS STATION (Continued) **S102149081**

Francis Onaga to followup on
quarterly report submittal. 3/16/07: Reviewed update report. Wells sampled on 12/9/06. Max BTEX 106
ppb (MW), max MTBE 100 ppb (MW2). 3/26/07: Sent letter requiring RAP for off site contamination in
MW6 at 1941 Bartow Avenue by 5/7/07. 3/29/07: Received email from Francis Onaga, he is going to
FOIA the adjacent property. 4/17/07: Received phone call from Neil Gerst (516-227-3686), attorney
for current operator - 21st century fuel. He stated that the current operator is not the RP for
this spill. 5/21/07: Emailed Franis Onaga to followup on overdue RAP. 5/22/07: Spoke to Francis
Onaga. He is reviewing the FOIL file. He will submit a RAP in two weeks. 6/11/07: Received update
report and RAP. Wells sampled on 3/31/07. Max BTEX 5,160 ppb (MW6). Max MTBE 250 ppb (MW3). ORC
proposed for MW1, 2, 6. Sent conditional approval letter requiring ORC be applied to borholes
upgradient of MW1, 2, 6, instead of directly into the monitoring wells. 6/28/07: Spoke to Francis
Onaga, he is planning ORC application on Saturday. He will contact Charlie Powers (Acadia's
consultant). 7/30/07: Emailed Francis Onaga to followup on RAP implementation. 8/17/07: Left voice
message for Francis Onaga to followup on site status. 8/23/07: Left voice message for Francis Onaga
to followup on RAP implementation. 9/5/07: Spoke to Peter Ciardullo. Francis Onaga had a stroke and
he has not heard from him. He will try to contact Francis Onaga and get back to me. A new
consultant may need to be hired. 9/6/07: Spoke to Peter Ciardullo. Francis Onaga will contact me
next week. 9/20/07: Spoke to Francis Onaga. Update report will be submitted next week. 10/10/07:
Reviewed quarterly report. Downward trend in contaminants. ORC injected on 7/20/07. Report did not
include details regarding ORC injection. pH and DO were not measured. Sent letter requiring ORC
injection details and quarterly monitoring of pH, DO, alkalinity, and redox potential. 3/6/08:
Reviewed update report. Wells sampled on 12/13/07. Minor exceedances. Monitor for rebounding.
10/10/08 - Carlson: Review NYSDEC Spill # 95-10442 on the adjacent property. Sent letter requiring
a delineation workplan for soil boring and monitoring well installation, and required inclusion of
Acadia wells MW1,2,and 6 in the quarterly sampling plan. Due November 21st, 2008. 10/29/08 -
Carlson: Received phone call from Francis Onaga last week indicating that off-site delineation on
Edson and Bartow Avenue was not possible due to utilities. Site visit, utilities on Edson Avenue
and Bartow Avenue were not marked out. Spoke to Francis Onaga - please submit site plan with
utility locations. 11/19/08 - Carlson: Received letter, site plan, and photographs from Francis

GAS STATION (Continued) **S102149081**

Onaga that show utility locations on Edson and Bartow. Soil and groundwater sampling data will be
submitted in next quarterly report. 2/11/09 - Carlson: Received report. Requested revision that
includes the following: 1) boring logs for the two soil borings that includes PID measurements and
description of odor 2) depth of samples collected and 3) a site plan that indicates boring
locations. 2/26/09 - Carlson: Received revised report. Boring log and tables with soil sampling
data included. Depth to water not indicated in boring logs. Existing monitoring wells are not
gauged when they are sampled. Boring location still not indicated on the site plan. Spoke to
Francis Onaga, water encountered at 6 ft in the boring. 3/13/09 - Carlson: Issued letter requiring
1) delineation workplan, 2) sampling of all three acadia wells surrounding the property, 3) putting
the soil boring location on the site plan, 4) submission of gauging data. Required in 30 days.
5/18/09 - Carlson: Site visit with Francis Onaga and Peter Ciardullo. He will have sidewalk across
the street marked out. 7/6/09 - Carlson: Received may 2009 and july 2009 update reports. Requested
boring log be submitted for confirmatory boring. 7/9/09 - Carlson: Gauging data not in report, sent
email to francis onaga, submit current and historic gauging data, well survey data, and boring log
for GW1. 12/1/09 - Carlson: Reviewed update report. fluctuating concentrations in MW6. 1/13/2010 -
Carlson: Issued letter requiring current and historic well gauging data, and boring log for
off-site soil boring. Due 2/15/2010. Letter sent via hard copy to Mr. Ciardullo, and email and hard
copy Mr. Onaga. Email copy to Mr. Onaga was undeliverable. 1/20/2010 - Carlson: Spoke to Peter
Ciardullo. He can't get in touch with francis onaga, granted 30 day extension. 2/11/2010 - Carlson:
Spoke to Franics Onaga, he will send boring log, well sampling and gauging data. 2/17/2010 -
Carlson: Received boring log for GW1 completed on 6/13/2009. Gauging data still required. 7/14/2010
- Carlson: Reviewed update report. MW6 was not sampled. Only BTEX/MTBE were sampled for. 7/15/2010
- Carlson: Issued letter - quarterly reports must include sampling of MW6 and all for all table 2
VOCs. 4/8/2011 - Breen: Received a Request for closure from new Consultant, Taylord Environmental,
24 Wing Avenue, Dover Plains NY. 12522. 845-877-3840. taylOrd@optonline.net. I requested pdf copy
via telephone voice mail message. 4/13/2011 - Breen: Scott Taylor called. His cell is 914-419-9740.
We have to get him a copy of all the files so he can answer all of the deficiencies Sarah pointed
out. Also we have to tell him to cc Vadim on all e-mails so continuity is maintained. 4/13/2011 -
Breen: Peter Ciardullo called. He wanted me to know he switched

GAS STATION (Continued) **S102149081**

consultants because Francis had a
heart attack and stroke. Peter's phone is 845 223 4508 or 845 309 4514
cell. 4/21/2011 - Breen:
Scott Taylor called. He said he e-mailed me and was waiting for an
answer, but I never got the
e-mail. What would make him think he had my e-mail address? 05/09/11:
This spill case transferred
from G. Breen to J. Kolleeny. Sent email to new consultant, Scott
Taylor with Taylord Envt'l, Inc.:
Dear Mr. Taylor: For present, I will be taking over management of
NYSDEC spill case 9510442. Most
recent rpt we have in our database for this site is dated 7/18/2008.
If you have any more recent
rpts, please send pdf files of rpts (on a CD) to my attention. - J.
Kolleeny 05/11/11: Received
email from Scott Taylor of Taylord Envt'l, with attached lab data for
10/30/11 GW sampling event
(in eDocs) and cover letter requesting spill closure (in eDocs); email
stated: Included is latest
set of data I have. As I understand, firm that handled project
previously has dissolved. I sent
paper copy of last rpt prepared by Cifron Envt'l Svces to George
Breen. Do you have this rpt? Do I
need to scan and resend it digitally? I will be collecting GW samples
from site in June 2011.
Should have some data to you by late July. Thank you for your help in
this matter. After reviewing
lab data and cover letter, I sent email reply (in eDocs): Thanks for
GW data from 11/1/10. I will
check with Mr. Breen to see if he has hard copy of latest Cifron rpt,
but if you could send pdf
file of rpt, that would be very helpful. Also, I'd like to ask that
you put together spill closure
request rpt summarizing all available historical soil & GW data for
site (or at least, providing
early GW data and data for last 4 sampling events), and summarizing
all remedial actions that may
have been performed at site (e.g., UST removals, excavation of soil,
chem ox injections, etc.). Rpt
should include site plan diagram showing all current/former USTs and
dispensers, and all monitoring
wells including MW-6 (often not shown in Cifron's rpts), and showing
water table contours and GW
flow direction based on water table elevations determined by
subtracting measured depths to GW from
known top of casing elevations (assuming wells have been surveyed; if
they haven't, they must be
surveyed to determine TOC elevations, and round of water level gauging
performed to determine GW
flow direction). Recent data you sent look encouraging, but I need to
see well MW-6 meeting
standards (or fairly close to them) for several sampling events in a
row (and same for any other
impacted wells, but I think MW-6 was main problem). If previous
sampling data for MW-6 show
significant levels of contam, then I can't close spill yet based only
on one clean round from last

GAS STATION (Continued) **S102149081**

Fall, and addt'l quarterly sampling would be required. In that case, you should hold off on
preparing spill closure rpt described above until you have sufficient data. Please let me know if
you have any questions, or if you need me to send correspondence to your client requesting any of
these actions. (In that event, please send me name, address and email address for your client.) -
J. Kolleeny 08/02/11: On 8/1/11, received email from Scott Taylor of Taylord Envt'l: Mr. Kolleeny,
Please find requested information included: -current groundwater data and spill closure report
-historic groundwater data and reports -your e-mail dated may 11, 20011 Thank you, Please contact
me with questions or concerns via e-mail tayl0rd@oponline.net or on my cell (914) 419 9740. I look
forward to your response. I uploaded historical rpts into eDocs (as single pdf file), sent email
reply: Hi Mr. Taylor, Thank you for current GW data and spill closure rpt and for historical GW
data and rpts for this site. I note that none of rpts include tabulated GW data from October 2010;
I only have those data in form of lab data sheets. Please revise your 7/19/11 spill closure rpt to
include October 2010 GW data in a table (i.e., added to table with results of June 2011 GW sampling
event) and re-send revised report, and I will close spill. Also, please confirm name, address and
email address of your client to whom I will be sending spill closure letter. Thanks, Jon. - J.
Kolleeny 08/04/11: On 8/3/11, received revised Spill Closure Rpt by Taylord Envt'l dated 7/19/11
(in eDocs). Completed review of rpt, GW data show no detections in all wells for at least 2
monitoring events (historical data provided in other rpts show no signifant impacts in any wells
except MW-6, and impacts there were last detected in 2009). Based on data, this spill does not pose
a threat to public health or environment, OK to close. Sent email request to Scott Taylor of
Taylord Envt'l for RP's contact info; he sent email reply: A spill closure letter can be sent to:
Mr. Peter Ciardullo 1945 Bartow Avenue Corp. 76 Reggies Way Lagrangeville, NY 12540 Then asked
Scott if Mr. Ciardullo has email address; Scott responded no, but that he could forward letter to
him. I emailed spill closure letter (in eDocs) to Scott, stating: Dear Mr. Taylor: Please see
attached spill closure letter regarding this spill site. A hard copy of this letter will not be
issued, so I would appreciate it if you could provide this letter to your client, Mr. Peter
Ciardullo. Please note that spill closure letter requires that all monitoring wells associated with
this spill case be properly decommissioned, in accordance with NYSDEC well decommissioning policy
(let me know if you have trouble locating referenced policy document

GAS STATION (Continued) **S102149081**

on our website). Please
provide confirmation, in form of a brief letter rpt with accompanying
photos, when wells have been
properly closed. Feel free to contact me if you have any questions. -
J. Kolleeny "

Remarks: "REMOVING TANKS AND FOUND SOIL THAT HAS A FOUL ODOR TO IT "

All Materials:

Site ID:	287867
Operable Unit ID:	1020971
Operable Unit:	01
Material ID:	564127
Material Code:	0009
Material Name:	gasoline
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Resource Affected:	Groundwater
Oxygenate:	Not reported

Name:	SUNOCO
Address:	1945 BARTOW AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	0403545 / 2004-07-13
Facility ID:	0403545
Facility Type:	ER
DER Facility ID:	160858
Site ID:	192915
DEC Region:	2
Spill Cause:	Unknown
Spill Class:	C4
SWIS:	0301
Spill Date:	2004-06-30
Investigator:	WXSUN
Referred To:	Not reported
Reported to Dept:	2004-07-02
CID:	408
Water Affected:	Not reported
Spill Source:	Unknown
Spill Notifier:	Responsible Party
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2004-07-02
Spill Record Last Update:	2004-07-13
Spiller Name:	GREG CELLAMARE
Spiller Company:	SIDEWALK
Spiller Address:	BARTOW AVE, FRONT OF SUNO
Spiller Company:	001
Contact Name:	GREG CELLAMARE
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was SUN Contaminated soil letter

GAS STATION (Continued) **S102149081**

needs to be sent. Unknown if Mr. Cellamare works for Sunoco or was hired by someone else. Need to
modify the spill address for this spill to reflect the actual registered address of the Sunoco
station. 7/7/04 tipple called Mr.Cellamare and left a message requesting callback. letter sent///
(Also refer to Spill #95-10442 and 94-11581 for the same site.)
07/13/04-Sun- The spill is closed.
To be investigated and remediated under Spill #95-10442."

Remarks: "HAS NOT BEEN CLEANED UP: FOUND IT BELOW GRADE: SOIL IS CONTAMINATED:"
Not reported

All Materials:

Site ID:	192915
Operable Unit ID:	885794
Operable Unit:	01
Material ID:	491123
Material Code:	9999
Material Name:	other -
Case No.:	Not reported
Material FA:	Other
Quantity:	.00
Units:	L
Recovered:	.00
Resource Affected:	Soil
Oxygenate:	Not reported

Name:	SUNOCO
Address:	1945 BARTOW AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	0611765 / 2009-10-20
Facility ID:	0611765
Facility Type:	ER
DER Facility ID:	160858
Site ID:	376467
DEC Region:	2
Spill Cause:	Unknown
Spill Class:	C4
SWIS:	0301
Spill Date:	2007-01-22
Investigator:	BKFALVEY
Referred To:	Not reported
Reported to Dept:	2007-01-23
CID:	410
Water Affected:	Not reported
Spill Source:	Gasoline Station or other PBS Facility
Spill Notifier:	Tank Tester
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	True
Remediation Phase:	0
Date Entered In Computer:	2007-01-23
Spill Record Last Update:	2009-10-20
Spiller Name:	RICHARD FINKELSTEIN
Spiller Company:	SUNOCO

GAS STATION (Continued) **S102149081**

Spiller Address:	1945 BARTO AVE
Spiller Company:	001
Contact Name:	RICHARD FINKELSTEIN
DEC Memo:	"1/24/07 bf: sent ttf to: Richard Finkelstein 21st Century Fuel, LLC 176 Woodbury Rd., Suite 2 Hicksville, NY 11801 2/15/07 ttf letter was returned unopened. Marked RETURN TO SENDER, UNCLAIMED . TTF letter sent to owner of property: Peter Ciardullo 76 Reggies Way Lagrangeville, NY 12540 bf 3/14/07 On 3/1/07, received letter from Francis I. Onaga of Cifron Environmental Services stating that Mr. Richard Finkelstein is the owner of the tanks and Mr. Ciardillo is only the owner of the property. bf 7/23/09 received letter from J. Dicrescio with tightness tests and statement from Feliks swierzewski stating that there was a 2 foot hairline crack in the tank. No location specified. bf 12/11/08 PBS settlement conference held today. Noted to owner's attorney, Jackie DeCrescio, that a letter is required to close the spill. This letter will be required in the compliance schedule for the order to settle PBS violations. bf 2/25/09 Received email from Ms. DeCrescio with attached affadavit from Feliks Swierzewski of Feliks and Son Storage Tank Co. Affadavit states crack was repaired from inside the tank and that the tank passed tightness test. 2/26/09 Response to 2/235/09 email requested specific location of crack, discussion of contamination found, and copy of tightness test report. bf 6/8/09 Tank passed tightness test on 3/11/09. report received on 4/24/09. bf 10/20/09 Tank crack repaired and "
Remarks:	"TANK TEST FAILURE, CORRECTIVE ACTION BEING PLANNED: NO RELEASE TO ENVIRONMENT:"

All TTF:

Facility ID:	0611765
Spill Number:	0611765
Spill Tank Test:	1550585
Site ID:	376467
Tank Number:	004
Tank Size:	3782
Material:	0008
EPA UST:	Not reported
UST:	Not reported
Cause:	Not reported
Source:	Not reported
Test Method:	03
Test Method 2:	Horner EZ Check I or II
Leak Rate:	.00
Gross Fail:	Not reported
Modified By:	Watchdog
Last Modified Date:	Not reported

All Materials:

Site ID:	376467

GAS STATION (Continued) **S102149081**

Operable Unit ID:	1134043
Operable Unit:	01
Material ID:	2123903
Material Code:	0008
Material Name:	diesel
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	Not reported
Units:	G
Recovered:	.00
Resource Affected:	Soil
Oxygenate:	Not reported

E41 **BRONX FOOD MART INC** **NY UST** **U003107153**
NE **1945 BARTOW AVENUE** **N/A**
< 1/8 **BRONX, NY 10469**
0.070 mi.
369 ft. **Site 11 of 13 in cluster E**

Relative: **Higher**
Actual: **13 ft.**

UST:

Name:	BRONX FOOD MART INC
Address:	1945 BARTOW AVENUE
City,State,Zip:	BRONX, NY 10469
Id/Status:	2-156477 / Active
Program Type:	PBS
Region:	STATE
DEC Region:	2
Expiration Date:	09/29/2027
UTM X:	598284.25860
UTM Y:	4524809.10958
Site Type:	Retail Gasoline Sales

Affiliation Records:

Site Id:	5128
Affiliation Type:	Facility Owner
Company Name:	PETER CIARDULLO IRREVOCABLE LIVING TRUST
Contact Type:	CEO
Contact Name:	THOMAS REICHMANN
Address1:	76 REGGIES WAY
Address2:	Not reported
City:	LANGRANGEVILLE
State:	NY
Zip Code:	12540
Country Code:	001
Phone:	(845) 223-4508
EMail:	Not reported
Fax Number:	Not reported
Modified By:	JSMACRI
Date Last Modified:	2022-06-16

Site Id:	5128
Affiliation Type:	Emergency Contact
Company Name:	PETER CIARDULLO IRREVOCABLE LIVING TRUST
Contact Type:	Not reported
Contact Name:	THOMAS REICHMANN
Address1:	Not reported
Address2:	Not reported

BRONX FOOD MART INC (Continued) **U003107153**

City: Not reported
State: NN
Zip Code: Not reported
Country Code: 999
Phone: (914) 699-9500
EMail: Not reported
Fax Number: Not reported
Modified By: JSMACRI
Date Last Modified: 2022-06-16

Site Id: 5128
Affiliation Type: Facility Operator
Company Name: BRONX FOOD MART INC
Contact Type: Not reported
Contact Name: BRONX FOOD MART, INC.
Address1: Not reported
Address2: Not reported
City: Not reported
State: NN
Zip Code: Not reported
Country Code: 001
Phone: (917) 388-7960
EMail: Not reported
Fax Number: Not reported
Modified By: JSMACRI
Date Last Modified: 2020-03-16

Site Id: 5128
Affiliation Type: Mail Contact
Company Name: AMG LEASING, LLC.
Contact Type: Not reported
Contact Name: TOM REICHMANN
Address1: 555 5 COLUMBUS AVE
Address2: Not reported
City: MT. VERNON
State: NY
Zip Code: 10550
Country Code: 001
Phone: (914) 699-9500
EMail: TREICHMANN@ATLANTISMGMT.COM
Fax Number: Not reported
Modified By: JSMACRI
Date Last Modified: 2020-03-16

Tank Info:

Tank Number: 001
Tank ID: 69797
Tank Status: In Service
Material Name: In Service
Capacity Gallons: 4000
Install Date: 04/01/1999
Date Tank Closed: Not reported
Registered: True
Tank Location: Underground
Tank Type: Equivalent technology
Material Code: 0009

BRONX FOOD MART INC (Continued) **U003107153**

Common Name of Substance: Gasoline

Tightness Test Method: 21
Date Test: 06/02/2006
Next Test Date: Not reported
Pipe Model: E
Modified By: JSMACRI
Last Modified: 06/16/2022

Equipment Records:

L07 - Piping Leak Detection - Pressurized Piping Leak Detector
J01 - Dispenser - Pressurized Dispenser
E04 - Piping Secondary Containment - Double walled UG
B00 - Tank External Protection - None
I02 - Overfill - High Level Alarm
K01 - Spill Prevention - Catch Basin
I03 - Overfill - Automatic Shut-Off
H01 - Tank Leak Detection - Interstitial - Electronic Monitoring
A00 - Tank Internal Protection - None
F99 - Pipe External Protection - Other
L01 - Piping Leak Detection - Interstitial - Electronic Monitoring
C02 - Pipe Location - Underground/On-ground
D11 - Pipe Type - Flexible Piping
G04 - Tank Secondary Containment - Double-Walled (Underground)

Tank Number: 001-A
Tank ID: 69798
Tank Status: Closed - Removed
Material Name: Closed - Removed
Capacity Gallons: 550
Install Date: 12/01/1964
Date Tank Closed: 11/01/1995
Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel
Material Code: 0009
Common Name of Substance: Gasoline

Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
H00 - Tank Leak Detection - None
I00 - Overfill - None
A00 - Tank Internal Protection - None
G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser

BRONX FOOD MART INC (Continued) **U003107153**

Tank Number:	002
Tank ID:	69799
Tank Status:	In Service
Material Name:	In Service
Capacity Gallons:	4000
Install Date:	04/01/1999
Date Tank Closed:	Not reported
Registered:	True
Tank Location:	Underground
Tank Type:	Equivalent technology
Material Code:	0009
Common Name of Substance:	Gasoline
Tightness Test Method:	21
Date Test:	06/02/2006
Next Test Date:	Not reported
Pipe Model:	E
Modified By:	JSMACRI
Last Modified:	06/16/2022

Equipment Records:

F99 - Pipe External Protection - Other
B00 - Tank External Protection - None
E04 - Piping Secondary Containment - Double walled UG
J01 - Dispenser - Pressurized Dispenser
I02 - Overfill - High Level Alarm
K01 - Spill Prevention - Catch Basin
A00 - Tank Internal Protection - None
H01 - Tank Leak Detection - Interstitial - Electronic Monitoring
I03 - Overfill - Automatic Shut-Off
L07 - Piping Leak Detection - Pressurized Piping Leak Detector
D11 - Pipe Type - Flexible Piping
G04 - Tank Secondary Containment - Double-Walled (Underground)
C02 - Pipe Location - Underground/On-ground
L01 - Piping Leak Detection - Interstitial - Electronic Monitoring

Tank Number:	002-A
Tank ID:	70494
Tank Status:	Closed - Removed
Material Name:	Closed - Removed
Capacity Gallons:	550
Install Date:	12/01/1964
Date Tank Closed:	11/01/1995
Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel
Material Code:	0009
Common Name of Substance:	Gasoline
Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

BRONX FOOD MART INC (Continued) **U003107153**

G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser
H00 - Tank Leak Detection - None
I00 - Overfill - None
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
A00 - Tank Internal Protection - None

Tank Number:	003
Tank ID:	71958
Tank Status:	In Service
Material Name:	In Service
Capacity Gallons:	4000
Install Date:	04/01/1999
Date Tank Closed:	Not reported
Registered:	True
Tank Location:	Underground
Tank Type:	Equivalent technology
Material Code:	0009
Common Name of Substance:	Gasoline
Tightness Test Method:	21
Date Test:	06/02/2006
Next Test Date:	Not reported
Pipe Model:	E
Modified By:	JSMACRI
Last Modified:	06/16/2022

Equipment Records:

F99 - Pipe External Protection - Other
D11 - Pipe Type - Flexible Piping
G04 - Tank Secondary Containment - Double-Walled (Underground)
C02 - Pipe Location - Underground/On-ground
L01 - Piping Leak Detection - Interstitial - Electronic Monitoring
B00 - Tank External Protection - None
E04 - Piping Secondary Containment - Double walled UG
J01 - Dispenser - Pressurized Dispenser
I02 - Overfill - High Level Alarm
K01 - Spill Prevention - Catch Basin
A00 - Tank Internal Protection - None
H01 - Tank Leak Detection - Interstitial - Electronic Monitoring
I03 - Overfill - Automatic Shut-Off
L07 - Piping Leak Detection - Pressurized Piping Leak Detector

Tank Number:	003-A
Tank ID:	71959
Tank Status:	Closed - Removed
Material Name:	Closed - Removed
Capacity Gallons:	550
Install Date:	12/01/1964
Date Tank Closed:	11/01/1995
Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel

BRONX FOOD MART INC (Continued) **U003107153**

Material Code: 0009
Common Name of Substance: Gasoline

Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
H00 - Tank Leak Detection - None
I00 - Overfill - None
A00 - Tank Internal Protection - None
G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser

Tank Number: 004
Tank ID: 71998
Tank Status: In Service
Material Name: In Service
Capacity Gallons: 4000
Install Date: 04/01/1999
Date Tank Closed: Not reported
Registered: True
Tank Location: Underground
Tank Type: Equivalent technology
Material Code: 0008
Common Name of Substance: Diesel

Tightness Test Method: 21
Date Test: 06/02/2006
Next Test Date: Not reported
Pipe Model: E
Modified By: JSMACRI
Last Modified: 06/16/2022

Equipment Records:

F99 - Pipe External Protection - Other
D11 - Pipe Type - Flexible Piping
G04 - Tank Secondary Containment - Double-Walled (Underground)
I02 - Overfill - High Level Alarm
K01 - Spill Prevention - Catch Basin
L07 - Piping Leak Detection - Pressurized Piping Leak Detector
C02 - Pipe Location - Underground/On-ground
L01 - Piping Leak Detection - Interstitial - Electronic Monitoring
B00 - Tank External Protection - None
E04 - Piping Secondary Containment - Double walled UG
J01 - Dispenser - Pressurized Dispenser
A00 - Tank Internal Protection - None
H01 - Tank Leak Detection - Interstitial - Electronic Monitoring
I03 - Overfill - Automatic Shut-Off

BRONX FOOD MART INC (Continued) **U003107153**

Tank Number:	004-A
Tank ID:	71999
Tank Status:	Closed - Removed
Material Name:	Closed - Removed
Capacity Gallons:	550
Install Date:	12/01/1964
Date Tank Closed:	11/01/1995
Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel
Material Code:	0009
Common Name of Substance:	Gasoline
Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

A00 - Tank Internal Protection - None
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
H00 - Tank Leak Detection - None
I00 - Overfill - None
G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser

Tank Number:	005
Tank ID:	29227
Tank Status:	Closed - Removed
Material Name:	Closed - Removed
Capacity Gallons:	550
Install Date:	12/01/1964
Date Tank Closed:	11/01/1995
Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel
Material Code:	0009
Common Name of Substance:	Gasoline
Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

A00 - Tank Internal Protection - None
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None

BRONX FOOD MART INC (Continued) **U003107153**

H00 - Tank Leak Detection - None
I00 - Overfill - None
G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser

Tank Number:	006
Tank ID:	29228
Tank Status:	Closed - Removed
Material Name:	Closed - Removed
Capacity Gallons:	550
Install Date:	12/01/1963
Date Tank Closed:	11/01/1995
Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel
Material Code:	0009
Common Name of Substance:	Gasoline
Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
H00 - Tank Leak Detection - None
I00 - Overfill - None
A00 - Tank Internal Protection - None
J02 - Dispenser - Suction Dispenser
G00 - Tank Secondary Containment - None

Tank Number:	007
Tank ID:	29229
Tank Status:	Closed - Removed
Material Name:	Closed - Removed
Capacity Gallons:	550
Install Date:	12/01/1964
Date Tank Closed:	11/01/1995
Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel
Material Code:	0009
Common Name of Substance:	Gasoline
Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

BRONX FOOD MART INC (Continued) **U003107153**

Equipment Records:

G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
A00 - Tank Internal Protection - None
H00 - Tank Leak Detection - None
I00 - Overfill - None

Tank Number:	008
Tank ID:	29230
Tank Status:	Closed - Removed
Material Name:	Closed - Removed
Capacity Gallons:	550
Install Date:	12/01/1963
Date Tank Closed:	11/01/1995
Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel
Material Code:	0009
Common Name of Substance:	Gasoline
Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser
A00 - Tank Internal Protection - None
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
H00 - Tank Leak Detection - None
I00 - Overfill - None

Tank Number:	009
Tank ID:	29231
Tank Status:	Closed - Removed
Material Name:	Closed - Removed
Capacity Gallons:	550
Install Date:	12/01/1964
Date Tank Closed:	11/01/1995
Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel
Material Code:	0009
Common Name of Substance:	Gasoline

BRONX FOOD MART INC (Continued) **U003107153**

Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
H00 - Tank Leak Detection - None
I00 - Overfill - None
A00 - Tank Internal Protection - None
G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser

Tank Number:	010
Tank ID:	29232
Tank Status:	Closed - Removed
Material Name:	Closed - Removed
Capacity Gallons:	550
Install Date:	12/01/1964
Date Tank Closed:	11/01/1995
Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel
Material Code:	0009
Common Name of Substance:	Gasoline

Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
H00 - Tank Leak Detection - None
I00 - Overfill - None
A00 - Tank Internal Protection - None

Tank Number:	011
Tank ID:	29233
Tank Status:	Closed - Removed
Material Name:	Closed - Removed
Capacity Gallons:	550
Install Date:	12/01/1964
Date Tank Closed:	11/01/1995

BRONX FOOD MART INC (Continued) **U003107153**

Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel
Material Code: 0009
Common Name of Substance: Gasoline

Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser
A00 - Tank Internal Protection - None
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
H00 - Tank Leak Detection - None
I00 - Overfill - None

Tank Number: 012
Tank ID: 29234
Tank Status: Closed - Removed
Material Name: Closed - Removed
Capacity Gallons: 550
Install Date: 12/01/1964
Date Tank Closed: 11/01/1995
Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel
Material Code: 0009
Common Name of Substance: Gasoline

Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
I00 - Overfill - None
H00 - Tank Leak Detection - None
A00 - Tank Internal Protection - None
J02 - Dispenser - Suction Dispenser
G00 - Tank Secondary Containment - None

Tank Number: 013

BRONX FOOD MART INC (Continued) **U003107153**

Tank ID:	29235
Tank Status:	Closed - Removed
Material Name:	Closed - Removed
Capacity Gallons:	550
Install Date:	12/01/1964
Date Tank Closed:	11/01/1995
Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel
Material Code:	0001
Common Name of Substance:	#2 Fuel Oil (On-Site Consumption)
Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

H00 - Tank Leak Detection - None
I00 - Overfill - None
A00 - Tank Internal Protection - None
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser

Tank Number:	014
Tank ID:	29236
Tank Status:	Closed - Removed
Material Name:	Closed - Removed
Capacity Gallons:	550
Install Date:	12/01/1964
Date Tank Closed:	11/01/1995
Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel
Material Code:	9999
Common Name of Substance:	Other
Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

H00 - Tank Leak Detection - None
I00 - Overfill - None
G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping

BRONX FOOD MART INC (Continued) **U003107153**

D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
A00 - Tank Internal Protection - None

Tank Number:	015
Tank ID:	29237
Tank Status:	Closed - Removed
Material Name:	Closed - Removed
Capacity Gallons:	550
Install Date:	12/01/1964
Date Tank Closed:	12/01/1994
Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel
Material Code:	0009
Common Name of Substance:	Gasoline
Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
I00 - Overfill - None
H00 - Tank Leak Detection - None
A00 - Tank Internal Protection - None
J02 - Dispenser - Suction Dispenser
G00 - Tank Secondary Containment - None

Tank Number:	016
Tank ID:	29238
Tank Status:	Closed - Removed
Material Name:	Closed - Removed
Capacity Gallons:	550
Install Date:	12/01/1961
Date Tank Closed:	01/01/1995
Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel
Material Code:	0009
Common Name of Substance:	Gasoline
Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

BRONX FOOD MART INC (Continued) **U003107153**

B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
H00 - Tank Leak Detection - None
I00 - Overfill - None
A00 - Tank Internal Protection - None
G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser

Tank Number: 017
Tank ID: 29239
Tank Status: Closed - Removed
Material Name: Closed - Removed
Capacity Gallons: 550
Install Date: 12/01/1961
Date Tank Closed: 12/01/1994
Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel
Material Code: 0009
Common Name of Substance: Gasoline

Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
H00 - Tank Leak Detection - None
I00 - Overfill - None
A00 - Tank Internal Protection - None
G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser

Tank Number: 018
Tank ID: 29240
Tank Status: Closed - Removed
Material Name: Closed - Removed
Capacity Gallons: 550
Install Date: 12/01/1961
Date Tank Closed: 12/01/1994
Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel
Material Code: 0009
Common Name of Substance: Gasoline

Tightness Test Method: NN
Date Test: Not reported

BRONX FOOD MART INC (Continued) **U003107153**

Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

A00 - Tank Internal Protection - None
H00 - Tank Leak Detection - None
I00 - Overfill - None
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser

Tank Number: 019
Tank ID: 29241
Tank Status: Closed - Removed
Material Name: Closed - Removed
Capacity Gallons: 550
Install Date: 12/01/1961
Date Tank Closed: 12/01/1994
Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel
Material Code: 0009
Common Name of Substance: Gasoline

Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

H00 - Tank Leak Detection - None
I00 - Overfill - None
A00 - Tank Internal Protection - None
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser

Tank Number: 020
Tank ID: 29242
Tank Status: Closed - Removed
Material Name: Closed - Removed
Capacity Gallons: 550
Install Date: 12/01/1961
Date Tank Closed: 12/01/1994
Registered: True
Tank Location: Underground

BRONX FOOD MART INC (Continued) **U003107153**

Tank Type: Steel/carbon steel
Material Code: 0009
Common Name of Substance: Gasoline

Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
I00 - Overfill - None
H00 - Tank Leak Detection - None
A00 - Tank Internal Protection - None
J02 - Dispenser - Suction Dispenser
G00 - Tank Secondary Containment - None

Tank Number: 021
Tank ID: 29243
Tank Status: Closed - Removed
Material Name: Closed - Removed
Capacity Gallons: 550
Install Date: 12/01/1961
Date Tank Closed: 12/01/1994
Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel
Material Code: 0009
Common Name of Substance: Gasoline

Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
A00 - Tank Internal Protection - None
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
H00 - Tank Leak Detection - None
I00 - Overfill - None
G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser

Tank Number: 022
Tank ID: 29244
Tank Status: Closed - Removed

BRONX FOOD MART INC (Continued) **U003107153**

Material Name: Closed - Removed
Capacity Gallons: 550
Install Date: 12/01/1957
Date Tank Closed: 12/01/1994
Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel
Material Code: 0009
Common Name of Substance: Gasoline

Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

A00 - Tank Internal Protection - None
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
H00 - Tank Leak Detection - None
I00 - Overfill - None
G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser

Tank Number: 023
Tank ID: 29245
Tank Status: Closed - Removed
Material Name: Closed - Removed
Capacity Gallons: 550
Install Date: 12/01/1957
Date Tank Closed: 12/01/1994
Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel
Material Code: 0009
Common Name of Substance: Gasoline

Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
H00 - Tank Leak Detection - None
I00 - Overfill - None
A00 - Tank Internal Protection - None
J02 - Dispenser - Suction Dispenser

BRONX FOOD MART INC (Continued) **U003107153**

G00 - Tank Secondary Containment - None

Tank Number:	024
Tank ID:	29246
Tank Status:	Closed - Removed
Material Name:	Closed - Removed
Capacity Gallons:	550
Install Date:	12/01/1957
Date Tank Closed:	12/01/1994
Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel
Material Code:	0009
Common Name of Substance:	Gasoline
Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser
A00 - Tank Internal Protection - None
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
H00 - Tank Leak Detection - None
I00 - Overfill - None

Tank Number:	025
Tank ID:	29247
Tank Status:	Closed - Removed
Material Name:	Closed - Removed
Capacity Gallons:	550
Install Date:	12/01/1957
Date Tank Closed:	12/01/1994
Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel
Material Code:	0009
Common Name of Substance:	Gasoline
Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

B00 - Tank External Protection - None
C00 - Pipe Location - No Piping

BRONX FOOD MART INC (Continued) **U003107153**

D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
H00 - Tank Leak Detection - None
I00 - Overfill - None
A00 - Tank Internal Protection - None
G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser

Tank Number:	026
Tank ID:	29248
Tank Status:	Closed - Removed
Material Name:	Closed - Removed
Capacity Gallons:	550
Install Date:	12/01/1949
Date Tank Closed:	12/01/1994
Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel
Material Code:	9999
Common Name of Substance:	Other
Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

J03 - Dispenser - Gravity
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
H00 - Tank Leak Detection - None
I00 - Overfill - None
A00 - Tank Internal Protection - None
G00 - Tank Secondary Containment - None

---

42 **CON EDISON** **NY MANIFEST** **S117319369**
West **2804 GUNTHER AV** **N/A**
< 1/8 **BRONX, NY 10461**
0.072 mi.
380 ft.

Relative:
Higher

Actual:
39 ft.

NY MANIFEST:

Name:	CON EDISON
Address:	2804 GUNTHER AV
City,State,Zip:	BRONX, NY 10461
Country:	USA
EPA ID:	NYP004671095
Facility Status:	Not reported
Location Address 1:	2804 GUNTHER AV
Code:	BP
Location Address 2:	SB22516
Total Tanks:	Not reported
Location City:	BRONX

CON EDISON (Continued) **S117319369**

Location State: NY
Location Zip: 10461
Location Zip 4: Not reported

NY MANIFEST:
EPAID: NYP004671095
Mailing Name: CON EDISON
Mailing Contact: CON EDISON
Mailing Address 1: 4 IRVING PL
Mailing Address 2: 15TH FL
Mailing City: NEW YORK
Mailing State: NY
Mailing Zip: 10003
Mailing Zip 4: Not reported
Mailing Country: USA
Mailing Phone: Not reported

NY MANIFEST:
Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2018
Trans1 State ID: NJD003812047
Trans2 State ID: NJD003812047
Generator Ship Date: 10/02/2014
Trans1 Recv Date: 10/02/2014
Trans2 Recv Date: 10/03/2014
TSD Site Recv Date: 10/03/2014
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYP004671095
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSDF ID 1: NJD991291105
TSDF ID 2: Not reported
Manifest Tracking Number: 002564285GBF
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H110
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 500
Units: P - Pounds
Number of Containers: 1
Container Type: TT - Cargo tank, tank trucks

CON EDISON (Continued) **S117319369**

Handling Method:	T Chemical, physical, or biological treatment.
Specific Gravity:	1
Waste Code:	D008
Waste Code 1_2:	Not reported
Waste Code 1_3:	Not reported
Waste Code 1_4:	Not reported
Waste Code 1_5:	Not reported
Waste Code 1_6:	Not reported

H43 **SPILL NUMBER 0105932** **NY Spills** **S105140500**
NW **2840 WICKHAM AVE** **N/A**
< 1/8 **BRONX, NY**
0.075 mi.
398 ft. **Site 1 of 2 in cluster H**

Relative:
Higher

Actual:
40 ft.

SPILLS:

Name:	SPILL NUMBER 0105932
Address:	2840 WICKHAM AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	0105932 / 2003-06-25
Facility ID:	0105932
Facility Type:	ER
DER Facility ID:	122676
Site ID:	143887
DEC Region:	2
Spill Cause:	Other
Spill Class:	C4
SWIS:	0301
Spill Date:	2001-09-04
Investigator:	MXTIPPLE
Referred To:	Not reported
Reported to Dept:	2001-09-04
CID:	382
Water Affected:	Not reported
Spill Source:	Passenger Vehicle
Spill Notifier:	Citizen
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2001-09-04
Spill Record Last Update:	2003-09-25
Spiller Name:	Not reported
Spiller Company:	UNKNOWN
Spiller Address:	Not reported
Spiller Company:	001
Contact Name:	UNKNOWN
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was TIPPLE 9/25/2003 roadway spill//nfa"
Remarks:	"caller states that car that does not belong on the block has been leaking oil onto st and possibly into the sewers."

All Materials:

Site ID:	143887

SPILL NUMBER 0105932 (Continued) **S105140500**

Operable Unit ID:	842968
Operable Unit:	01
Material ID:	555589
Material Code:	0015
Material Name:	motor oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Resource Affected:	Soil
Oxygenate:	Not reported

E44 **SHEEN IN EXCAVATION** **NY Spills** **S108465601**
NE **EDSON AVENUE & BARTOW AVENUE** **N/A**
< 1/8 **BRONX, NY**
0.081 mi.
429 ft. **Site 12 of 13 in cluster E**

Relative: **Higher**

Actual: **13 ft.**

SPILLS:

Name:	SHEEN IN EXCAVATION
Address:	EDSON AVENUE & BARTOW AVENUE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	0611868 / 2007-12-20
Facility ID:	0611868
Facility Type:	ER
DER Facility ID:	326191
Site ID:	376600
DEC Region:	2
Spill Cause:	Other
Spill Class:	C4
SWIS:	0301
Spill Date:	2007-01-26
Investigator:	RWAUSTIN
Referred To:	Not reported
Reported to Dept:	2007-01-26
CID:	444
Water Affected:	Not reported
Spill Source:	Institutional, Educational, Gov., Other
Spill Notifier:	Responsible Party
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2007-01-26
Spill Record Last Update:	2007-12-20
Spiller Name:	ERTS
Spiller Company:	CON EDISON
Spiller Address:	EDSON AVE/BARTOW AVE
Spiller Company:	001
Contact Name:	ERTS
DEC Memo:	"204254. see eDocs. 11-30-07. Breen is referring this spill to the Spill Group. Spill 0611868 was entered in January 2007. ConEd had a contractor excavate to install a gas main in the Bronx. They

SHEEN IN EXCAVATION (Continued) **S108465601**

found contaminated soil. They took samples and found the contaminant not to be of ConEd origin.
They removed only the amount necessary to complete their work. They disposed of soil and oily/water
as non-haz waste. They backfilled, paved and left. They did not take end point samples. It is not
known how much is left and if this is part of a plume. ConEd applied for closure of this spill in
November 2007. In actuality it is not a ConEd spill at all. ConEd s role is as the discovering and
reporting party. The spill is not on ConEd property. ConEd s portion of the cleanup is over.
Remainder is transferred to Spills Group. 12/20/07 - Austin - With info provided by George Breen
and reports from Con Ed, found gas station immediately adjacent to contamination discovery. Site is
1945 Bartow Ave., Bronx (PBS #2-156477) with an active spill remediation project (spill #9510442).
Maps showing location of excavation in vicinity of 1945 Barlow scanned into eDocs. This spill is
therefore closed, and referred to spill # 9510442. - end "

Remarks: "sheen on water in an excavavtion: no to 5 questions: coned # 204254"

All Materials:

Site ID:	376600
Operable Unit ID:	1134170
Operable Unit:	01
Material ID:	2124030
Material Code:	0009
Material Name:	gasoline
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	Not reported
Units:	G
Recovered:	.00
Resource Affected:	Soil
Oxygenate:	Not reported

I45 **NYNEX** **RCRA NonGen / NLR** **1001029148**
NNE **2829 EDSON AVE** **FINDS** **NYR000013805**
< 1/8 **BRONX, NY 10469** **ECHO**
0.082 mi. **NY MANIFEST**
431 ft. **Site 1 of 4 in cluster I**

Relative: **Higher**
Actual: **15 ft.**

RCRA Listings:

Date Form Received by Agency:		20070101
Handler Name:	NYNEX	
Handler Address:		2829 EDSON AVE
Handler City,State,Zip:		BRONX, NY 10469-3404
EPA ID:		NYR000013805
Contact Name:		Not reported
Contact Address:		E 37TH ST
Contact City,State,Zip:		NEW YORK, NY 10016
Contact Telephone:		Not reported
Contact Fax:		Not reported
Contact Email:		Not reported
Contact Title:		Not reported

NYNEX (Continued) **1001029148**

EPA Region:		02
Land Type:		Private
Federal Waste Generator Description:		Not a generator, verified
Non-Notifier:		Not reported
Biennial Report Cycle:		Not reported
Accessibility:		Not reported
Active Site Indicator:		Not reported
State District Owner:		NY
State District:		NYSDEC R2
Mailing Address:		E 37TH ST
Mailing City,State,Zip:		NEW YORK, NY 10016
Owner Name:	NYNEX	
Owner Type:		Private
Operator Name:	NYNEX	
Operator Type:		Private
Short-Term Generator Activity:		No
Importer Activity:		No
Mixed Waste Generator:		No
Transporter Activity:		No
Transfer Facility Activity:		No
Recycler Activity with Storage:		No
Small Quantity On-Site Burner Exemption:		No
Smelting Melting and Refining Furnace Exemption:		No
Underground Injection Control:		No
Off-Site Waste Receipt:		No
Universal Waste Indicator:		No
Universal Waste Destination Facility:		No
Federal Universal Waste:		No
Active Site Fed-Reg Treatment Storage and Disposal Facility:		Not reported
Active Site Converter Treatment storage and Disposal Facility:		Not reported
Active Site State-Reg Treatment Storage and Disposal Facility:		Not reported
Active Site State-Reg Handler:		---
Federal Facility Indicator:		Not reported
Hazardous Secondary Material Indicator:		N
Sub-Part K Indicator:		Not reported
Commercial TSD Indicator:		No
Treatment Storage and Disposal Type:		Not reported
2018 GPRA Permit Baseline:		Not on the Baseline
2018 GPRA Renewals Baseline:		Not on the Baseline
Permit Renewals Workload Universe:		Not reported
Permit Workload Universe:		Not reported
Permit Progress Universe:		Not reported
Post-Closure Workload Universe:		Not reported
Closure Workload Universe:		Not reported
202 GPRA Corrective Action Baseline:		No
Corrective Action Workload Universe:		No
Subject to Corrective Action Universe:		No
Non-TSDFs Where RCRA CA has Been Imposed Universe:		No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:		No
TSDFs Only Subject to CA under Discretionary Auth Universe:		No
Corrective Action Priority Ranking:		No NCAPS ranking
Environmental Control Indicator:		No
Institutional Control Indicator:		No
Human Exposure Controls Indicator:		N/A
Groundwater Controls Indicator:		N/A
Operating TSDF Universe:		Not reported
Full Enforcement Universe:		Not reported

NYNEX (Continued) **1001029148**

Significant Non-Complier Universe:	No
Unaddressed Significant Non-Complier Universe:	No
Addressed Significant Non-Complier Universe:	No
Significant Non-Complier With a Compliance Schedule Universe:	No
Financial Assurance Required:	Not reported
Handler Date of Last Change:	20150414
Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No
Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	No
Manifest Broker:	No
Sub-Part P Indicator:	No

Hazardous Waste Summary:

Waste Code:	D002
Waste Description:	CORROSIVE WASTE

Handler - Owner Operator:

Owner/Operator Indicator:	Operator
Owner/Operator Name: NYNEX	
Legal Status:	Private
Date Became Current:	Not reported
Date Ended Current:	Not reported
Owner/Operator Address:	2829 EDSON AVE
Owner/Operator City,State,Zip:	BRONX, NY 10469
Owner/Operator Telephone:	212-338-6453
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Owner/Operator Indicator:	Owner
Owner/Operator Name: NYNEX	
Legal Status:	Private
Date Became Current:	Not reported
Date Ended Current:	Not reported
Owner/Operator Address:	2829 EDSON AVE
Owner/Operator City,State,Zip:	BRONX, NY 10469
Owner/Operator Telephone:	212-338-6453
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Owner/Operator Indicator:	Owner
Owner/Operator Name: NYNEX	
Legal Status:	Private
Date Became Current:	Not reported
Date Ended Current:	Not reported
Owner/Operator Address:	2829 EDSON AVE
Owner/Operator City,State,Zip:	BRONX, NY 10469
Owner/Operator Telephone:	212-338-6453
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

NYNEX (Continued) **1001029148**

Historic Generators:

Receive Date:	19990708
Handler Name: NYNEX	
Federal Waste Generator Description:	Not a generator, verified
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

Receive Date:	20060101
Handler Name: NYNEX	
Federal Waste Generator Description:	Not a generator, verified
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

Receive Date:	20070101
Handler Name: NYNEX	
Federal Waste Generator Description:	Not a generator, verified
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	Yes
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

Receive Date:	19960228
Handler Name: NYNEX	
Federal Waste Generator Description:	Small Quantity Generator
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

List of NAICS Codes and Descriptions:

NAICS Codes:	No NAICS Codes Found

NYNEX (Continued) **1001029148**

Facility Has Received Notices of Violations:
Violations: No Violations Found

Evaluation Action Summary:
Evaluations: No Evaluations Found

FINDS:
Registry ID: 110004518834

Click Here for FRS Facility Detail Report:

Environmental Interest/Information System:
RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

Click this hyperlink while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

ECHO:

Envid:	1001029148
Registry ID:	110004518834
DFR URL:	http://echo.epa.gov/detailed-facility-report?fid=110004518834
Name:	NYNEX
Address:	2829 EDSON AVE
City,State,Zip:	BRONX, NY 10469

NY MANIFEST:

Name:	NYNEX
Address:	2829 EDSON AVE
City,State,Zip:	BRONX, NY 10469-3404
Country:	USA
EPA ID:	NYR000013805
Facility Status:	Not reported
Location Address 1:	2829 EDSON AVE
Code:	BP
Location Address 2:	Not reported
Total Tanks:	Not reported
Location City:	BRONX
Location State:	NY
Location Zip:	10469
Location Zip 4:	Not reported

NY MANIFEST:

EPAID:	NYR000013805
Mailing Name:	NYNEX
Mailing Contact:	CATHERINE ROM
Mailing Address 1:	221 E 37TH ST
Mailing Address 2:	Not reported
Mailing City:	NEW YORK
Mailing State:	NY
Mailing Zip:	10016
Mailing Zip 4:	Not reported

NYNEX (Continued) **1001029148**

Mailing Country: USA
Mailing Phone: 2123387694

I46 **BELL ATLANTIC** **NY MANIFEST** **S100153402**
NNE **2829 EDSON AVE** **N/A**
< 1/8 **BRONX, NY**
0.082 mi.
431 ft. **Site 2 of 4 in cluster I**

Relative:
Higher

Actual:
15 ft.

NY MANIFEST:
Name: BELL ATLANTIC
Address: 2829 EDSON AVE
City,State,Zip: BRONX, NY
Country: USA
EPA ID: NYP000941336
Facility Status: Not reported
Location Address 1: 2829 EDSON AVE
Code: BP
Location Address 2: Not reported
Total Tanks: Not reported
Location City: BRONX
Location State: NY
Location Zip: Not reported
Location Zip 4: Not reported

NY MANIFEST:
EPAID: NYP000941336
Mailing Name: BELL ATLANTIC
Mailing Contact: JOHN KELLY
Mailing Address 1: 221 E 37TH ST 4TH FL
Mailing Address 2: Not reported
Mailing City: NEW YORK
Mailing State: NY
Mailing Zip: 10016
Mailing Zip 4: Not reported
Mailing Country: USA
Mailing Phone: 2123387126

I47 **BELL ATLANTIC** **NY UST** **U004198756**
NNE **2829 EDSON AVENUE** **N/A**
< 1/8 **BRONX, NY 10469**
0.082 mi.
431 ft. **Site 3 of 4 in cluster I**

Relative:
Higher

Actual:
15 ft.

UST:
Name: BELL ATLANTIC
Address: 2829 EDSON AVENUE
City,State,Zip: BRONX, NY 10469
Id/Status: 2-343714 / Unregulated/Closed
Program Type: PBS
Region: STATE
DEC Region: 2
Expiration Date: N/A
UTM X: 598324.42454
UTM Y: 4524853.65283

BELL ATLANTIC (Continued) **U004198756**

Site Type: Utility (Other than Municipal)

Tank Info:

Tank Number:	001
Tank ID:	32383
Tank Status:	Closed - Removed
Material Name:	Closed - Removed
Capacity Gallons:	10000
Install Date:	01/01/1968
Date Tank Closed:	07/01/1993
Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel
Tightness Test Method:	01
Date Test:	02/01/1992
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Tank Number:	002
Tank ID:	32384
Tank Status:	Closed - Removed
Material Name:	Closed - Removed
Capacity Gallons:	7500
Install Date:	01/01/1968
Date Tank Closed:	07/01/1998
Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel
Tightness Test Method:	01
Date Test:	10/01/1991
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

I48 **2829 EDISON AVE/N Y TEL CO** **NY LTANKS** **S100177454**
NNE **2829 EDISON AVE** **NY Spills** **N/A**
< 1/8 **BRONX, NY**
0.082 mi.
431 ft. **Site 4 of 4 in cluster I**

Relative: **Higher**
Actual: **15 ft.**

LTANKS:

Name:	2829 EDISON AVE/N Y TEL CO
Address:	2829 EDISON AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	9107834 / 1991-11-14
Facility ID:	9107834
Site ID:	64451
Spill Date:	1991-10-22
Spill Cause:	Tank Test Failure
Spill Source:	Commercial/Industrial
Spill Class:	C3
Cleanup Ceased:	1991-11-14
SWIS:	0301

2829 EDISON AVE/N Y TEL CO (Continued) **S100177454**

Investigator:	SULLIVAN
Referred To:	Not reported
Reported to Dept:	1991-10-22
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	True
Remediation Phase:	0
Date Entered In Computer:	1991-10-28
Spill Record Last Update:	2007-06-11
Spiller Name:	Not reported
Spiller Company:	N Y TEL CO
Spiller Address:	Not reported
Spiller County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	125191
DEC Memo:	""
Remarks:	"7500 TANK PTROTITE LEAK RATE: -.253 SYSTEM TEST. E I & R"

All TTF:

Facility ID:	9107834
Spill Number:	9107834
Spill Tank Test:	1539202
Site ID:	64451
Tank Number:	Not reported
Tank Size:	0
Material:	0008
EPA UST:	Not reported
UST:	Not reported
Cause:	Not reported
Source:	Not reported
Test Method:	00
Test Method 2:	Unknown
Leak Rate:	.00
Gross Fail:	Not reported
Modified By:	Spills
Last Modified Date:	Not reported

All Materials:

Site ID:	64451
Operable Unit ID:	961916
Operable Unit:	01
Material ID:	420015
Material Code:	0008
Material Name:	diesel
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	-1.00
Units:	G
Recovered:	.00
Resource Affected:	Soil

2829 EDISON AVE/N Y TEL CO (Continued) **S100177454**

Oxygenate:	Not reported
Name:	2829 EDISON AVE/NY TEL
Address:	2829 EDISON AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	9109372 / 1997-10-17
Facility ID:	9109372
Site ID:	147024
Spill Date:	1991-12-03
Spill Cause:	Tank Test Failure
Spill Source:	Commercial/Industrial
Spill Class:	C3
Cleanup Ceased:	Not reported
SWIS:	0301
Investigator:	MCTIBBE
Referred To:	Not reported
Reported to Dept:	1991-12-04
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	1991-12-11
Spill Record Last Update:	2000-04-28
Spiller Name:	Not reported
Spiller Company:	Not reported
Spiller Address:	Not reported
Spiller County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	125191
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was TIBBE REFER TO 93-04359. TANK WAS A 10K NOT 2K. "
Remarks:	"2K; PETROTITE= -.463 E I & R"

All TTF:

Facility ID:	9109372
Spill Number:	9109372
Spill Tank Test:	1539378
Site ID:	147024
Tank Number:	Not reported
Tank Size:	0
Material:	0001
EPA UST:	Not reported
UST:	Not reported
Cause:	Not reported
Source:	Not reported
Test Method:	00
Test Method 2:	Unknown
Leak Rate:	.00
Gross Fail:	Not reported
Modified By:	Spills

2829 EDISON AVE/N Y TEL CO (Continued) **S100177454**

Last Modified Date: Not reported

All Materials:

Site ID:	147024
Operable Unit ID:	959548
Operable Unit:	01
Material ID:	554346
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	-1.00
Units:	G
Recovered:	.00
Resource Affected:	Soil
Oxygenate:	Not reported

SPILLS:

Name:	2829 EDISON AVE/NY TEL
Address:	2829 EDISON AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	9107362 / 1995-06-07
Facility ID:	9107362
Facility Type:	ER
DER Facility ID:	125191
Site ID:	64450
DEC Region:	2
Spill Cause:	Equipment Failure
Spill Class:	C3
SWIS:	0301
Spill Date:	1991-10-09
Investigator:	FINGER
Referred To:	Not reported
Reported to Dept:	1991-10-09
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Commercial/Industrial
Spill Notifier:	Other
Cleanup Ceased:	1995-06-07
Cleanup Meets Std:	True
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	1991-10-09
Spill Record Last Update:	2007-06-11
Spiller Name:	Not reported
Spiller Company:	Not reported
Spiller Address:	Not reported
Spiller Company:	001
Contact Name:	Not reported
DEC Memo:	""
Remarks:	"FILL BOX PIPE THREADS WORN; DELIVERY HOSE POPPED, DRIVER APPLIED SPEEDY DRY. SPILL TEAM WILL PICK UP & DISPOSE."

2829 EDISON AVE/N Y TEL CO (Continued) **S100177454**

All Materials:

Site ID:	64450
Operable Unit ID:	961602
Operable Unit:	01
Material ID:	419572
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	5.00
Units:	G
Recovered:	.00
Resource Affected:	Soil
Oxygenate:	Not reported

G49 **COMMERICAL PROPERTY** **NY Spills** **U001329572**
SSW **1738 EAST GUN HILL RD** **N/A**
< 1/8 **BRONX, NY**
0.082 mi.
435 ft. **Site 5 of 8 in cluster G**

Relative: **Higher**

Actual: **11 ft.**

SPILLS:

Name:	COMMERICAL PROPERTY
Address:	1738 EAST GUN HILL RD
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	0903259 / 2014-05-30
Facility ID:	0903259
Facility Type:	ER
DER Facility ID:	364463
Site ID:	415360
DEC Region:	2
Spill Cause:	Unknown
Spill Class:	C4
SWIS:	0301
Spill Date:	2009-06-19
Investigator:	RWAUSTIN
Referred To:	Not reported
Reported to Dept:	2009-06-19
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Commercial/Industrial
Spill Notifier:	Local Agency
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2009-06-19
Spill Record Last Update:	2014-05-30
Spiller Name:	Not reported
Spiller Company:	UNKNOWN
Spiller Address:	Not reported
Spiller Company:	999
Contact Name:	ROBERT FRAIZIER
DEC Memo:	"Neighbor who complained - Charles Whytt 646-299-9877 Owner can be

COMMERICAL PROPERTY (Continued) **U001329572**

found from Propertyshark.
10/27/11 - Austin - Spill Transferred from Ahmed to Rahman - end
5/30/14 - Austin - Unconfirmed
surface spill report from DEP 2 /12 years ago - Spil closed - end"

Remarks: "PRODUCT SPILLING INTO THE STREET FROM A VACANT LOT. NO FURTHER INFO AVAIL."

All Materials:

Site ID:	415360
Operable Unit ID:	1171702
Operable Unit:	01
Material ID:	2163522
Material Code:	0066A
Material Name:	unknown petroleum
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	Not reported
Units:	G
Recovered:	Not reported
Resource Affected:	Soil
Oxygenate:	Not reported

Name:	FORMER GAS STATION
Address:	1738 GUN HILL RD
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	0809015 / 2015-03-26
Facility ID:	0809015
Facility Type:	ER
DER Facility ID:	355704
Site ID:	406448
DEC Region:	2
Spill Cause:	Unknown
Spill Class:	C4
SWIS:	0301
Spill Date:	2008-10-30
Investigator:	RMPIPER
Referred To:	Not reported
Reported to Dept:	2008-11-10
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Gasoline Station or other PBS Facility
Spill Notifier:	Local Agency
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2008-11-10
Spill Record Last Update:	2015-03-26
Spiller Name:	PATTY BADDING
Spiller Company:	JKF REALTY
Spiller Address:	1738 GUN HILL RD
Spiller Company:	999
Contact Name:	PATTY BADDING
DEC Memo:	"work was done for Consent Order. Contaminatin Found during removal. since space was limited,

COMMERICAL PROPERTY (Continued) **U001329572**

direct loading wil need to be done. DECPiper reviewed investigation report. Approx 300 tons of
contamianted soil was removed from the tank excavations. Due to structural concerns of the onsite
structure and proximity ot public sidewalk, soil removal in these areas was infeasible. Endpoints
show elevated levels above TAGM. Three monitoring wells were installed, monitored and sampled. All
three wells had exceedances of GWQS. Further delineation and remediation warranted. Referred to
remediation. Patty Badding Project Manager Environmental Management Solutions, Inc. 260 New Vernon
Road Gillette, NJ 07933 908-604-2291 phone 908-604-4949 fax 908-500-7160 cell pbadding@aol.com
2/10/15- DECPiper spoke with PAtty Badding. GW contaminant levels have dropped significantly in the
past couple years. Only MW-3, located at the source, showed a total BTEX increase to 167ppb. Patty
will submit a closure report shortly. 3/26/15- DEC Piper received and reivewed closire report.
Based on work to date and recent gw analyticals, this spill is closed. See dec docs for report if
warranted. "

Remarks: "Callers co removed above 2 tanks and found impacted soils. Clean up is being scheduled."

All Materials:

Site ID:	406448
Operable Unit ID:	1163036
Operable Unit:	01
Material ID:	2154336
Material Code:	0009
Material Name:	gasoline
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	Not reported
Units:	Not reported
Recovered:	Not reported
Resource Affected:	Soil
Oxygenate:	Not reported

G50 **1738 GUNHILL FUEL INC** **NY UST** **U000405218**
SSW **1738 EAST GUN HILL ROAD** **N/A**
< 1/8 **BRONX, NY 10469**
0.082 mi.
435 ft. **Site 6 of 8 in cluster G**

Relative:
Higher

Actual:
11 ft.

UST:

Name:	1738 GUNHILL FUEL INC
Address:	1738 EAST GUN HILL ROAD
City,State,Zip:	BRONX, NY 10469
Id/Status:	2-600810 / Active
Program Type:	PBS
Region:	STATE
DEC Region:	2
Expiration Date:	12/27/2026
UTM X:	598118.46251

1738 GUNHILL FUEL INC (Continued) **U000405218**

UTM Y: 4524393.72681
Site Type: Retail Gasoline Sales

Affiliation Records:

Site Id: 22784
Affiliation Type: Mail Contact
Company Name: 1738 GUNHILL FUEL INC
Contact Type: Not reported
Contact Name: IRFAN HAMEED
Address1: 1738 EAST GUN HILL ROAD
Address2: Not reported
City: BRONX
State: NY
Zip Code: 10469
Country Code: 001
Phone: (718) 379-8900
EMail: IRFANH101@YAHOO.COM
Fax Number: Not reported
Modified By: JSMACRI
Date Last Modified: 2021-10-05

Site Id: 22784
Affiliation Type: Facility Operator
Company Name: 1738 GAS CORP.
Contact Type: Not reported
Contact Name: MUHAMMAD SAJID
Address1: Not reported
Address2: Not reported
City: Not reported
State: NN
Zip Code: Not reported
Country Code: 001
Phone: (347) 945-3640
EMail: Not reported
Fax Number: Not reported
Modified By: MXLAY
Date Last Modified: 2016-12-21

Site Id: 22784
Affiliation Type: Emergency Contact
Company Name: JKS REALTY, INC.
Contact Type: Not reported
Contact Name: IRFAN HAMEED
Address1: Not reported
Address2: Not reported
City: Not reported
State: NN
Zip Code: Not reported
Country Code: 999
Phone: (917) 417-2773
EMail: Not reported
Fax Number: Not reported
Modified By: NRLOMBAR
Date Last Modified: 2010-12-09

Site Id: 22784
Affiliation Type: Facility Owner
Company Name: JKS REALTY, INC.

1738 GUNHILL FUEL INC (Continued) **U000405218**

Contact Type:	OPERATOR
Contact Name:	MUHAMMAD HAMEED
Address1:	185 WEST PARK AVE.
Address2:	Not reported
City:	LONG BEACH
State:	NY
Zip Code:	11561
Country Code:	001
Phone:	(516) 322-4402
EMail:	Not reported
Fax Number:	Not reported
Modified By:	DMPOKRZY
Date Last Modified:	2017-05-31

Tank Info:

Tank Number:	001
Tank ID:	22241
Tank Status:	In Service
Material Name:	In Service
Capacity Gallons:	550
Install Date:	09/01/1967
Date Tank Closed:	Not reported
Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel
Material Code:	0009
Common Name of Substance:	Gasoline
Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

A00 - Tank Internal Protection - None
D01 - Pipe Type - Steel/Carbon Steel/Iron
H00 - Tank Leak Detection - None
I00 - Overfill - None
F00 - Pipe External Protection - None
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser

Tank Number:	002
Tank ID:	22242
Tank Status:	In Service
Material Name:	In Service
Capacity Gallons:	550
Install Date:	09/01/1967
Date Tank Closed:	Not reported
Registered:	True
Tank Location:	Underground

1738 GUNHILL FUEL INC (Continued) **U000405218**

Tank Type: Steel/carbon steel
Material Code: 0009
Common Name of Substance: Gasoline

Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

F00 - Pipe External Protection - None
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
D01 - Pipe Type - Steel/Carbon Steel/Iron
A00 - Tank Internal Protection - None
H00 - Tank Leak Detection - None
I00 - Overfill - None
G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser

Tank Number: 003
Tank ID: 22243
Tank Status: Closed Prior to Micro Conversion, 03/91
Material Name: Closed Prior to Micro Conversion, 03/91
Capacity Gallons: 550
Install Date: 10/01/1947
Date Tank Closed: Not reported
Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel
Material Code: 0009
Common Name of Substance: Gasoline

Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

F00 - Pipe External Protection - None
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
D01 - Pipe Type - Steel/Carbon Steel/Iron
A00 - Tank Internal Protection - None
H00 - Tank Leak Detection - None
I00 - Overfill - None
G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser

Tank Number: 004
Tank ID: 22244
Tank Status: Closed Prior to Micro Conversion, 03/91

1738 GUNHILL FUEL INC (Continued) **U000405218**

Material Name:	Closed Prior to Micro Conversion, 03/91
Capacity Gallons:	550
Install Date:	10/01/1947
Date Tank Closed:	Not reported
Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel
Material Code:	0009
Common Name of Substance:	Gasoline
Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

A00 - Tank Internal Protection - None
D01 - Pipe Type - Steel/Carbon Steel/Iron
B00 - Tank External Protection - None
H00 - Tank Leak Detection - None
I00 - Overfill - None
C00 - Pipe Location - No Piping
F00 - Pipe External Protection - None
G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser

Tank Number:	005
Tank ID:	22245
Tank Status:	Tank Converted to Non-Regulated Use
Material Name:	Tank Converted to Non-Regulated Use
Capacity Gallons:	4000
Install Date:	05/01/1977
Date Tank Closed:	08/01/1992
Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel
Material Code:	0009
Common Name of Substance:	Gasoline
Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
A00 - Tank Internal Protection - None
H00 - Tank Leak Detection - None
I00 - Overfill - None
J02 - Dispenser - Suction Dispenser

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G00 - Tank Secondary Containment - None

Tank Number: 005
Tank ID: 43816
Tank Status: Closed - Removed
Material Name: Closed - Removed
Capacity Gallons: 4000
Install Date: 05/01/1977
Date Tank Closed: 10/31/2008
Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel
Material Code: 0009
Common Name of Substance: Gasoline

Tightness Test Method: 21
Date Test: 12/05/2004
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

H05 - Tank Leak Detection - In-Tank System (ATG)
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
J01 - Dispenser - Pressurized Dispenser
B01 - Tank External Protection - Painted/Asphalt Coating
A01 - Tank Internal Protection - Epoxy Liner
E00 - Piping Secondary Containment - None
I02 - Overfill - High Level Alarm
K01 - Spill Prevention - Catch Basin
L00 - Piping Leak Detection - None
C02 - Pipe Location - Underground/On-ground
G00 - Tank Secondary Containment - None

Tank Number: 006
Tank ID: 43815
Tank Status: Closed - Removed
Material Name: Closed - Removed
Capacity Gallons: 4000
Install Date: 06/01/1990
Date Tank Closed: 10/31/2008
Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel
Material Code: 0009
Common Name of Substance: Gasoline

Tightness Test Method: 21
Date Test: 12/05/2004
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

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Equipment Records:

D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
J01 - Dispenser - Pressurized Dispenser
L00 - Piping Leak Detection - None
B01 - Tank External Protection - Painted/Asphalt Coating
A01 - Tank Internal Protection - Epoxy Liner
E00 - Piping Secondary Containment - None
I02 - Overfill - High Level Alarm
K01 - Spill Prevention - Catch Basin
H05 - Tank Leak Detection - In-Tank System (ATG)
C02 - Pipe Location - Underground/On-ground
G00 - Tank Secondary Containment - None

Tank Number:	006
Tank ID:	22246
Tank Status:	Tank Converted to Non-Regulated Use
Material Name:	Tank Converted to Non-Regulated Use
Capacity Gallons:	4000
Install Date:	06/01/1990
Date Tank Closed:	08/01/1992
Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel
Material Code:	0009
Common Name of Substance:	Gasoline
Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

C00 - Pipe Location - No Piping
A00 - Tank Internal Protection - None
D00 - Pipe Type - No Piping
F02 - Pipe External Protection - Original Sacrificial Anode
H00 - Tank Leak Detection - None
I00 - Overfill - None
B02 - Tank External Protection - Original Sacrificial Anode
J02 - Dispenser - Suction Dispenser
G04 - Tank Secondary Containment - Double-Walled (Underground)

Tank Number:	01
Tank ID:	237278
Tank Status:	In Service
Material Name:	In Service
Capacity Gallons:	12000
Install Date:	10/13/2010
Date Tank Closed:	Not reported
Registered:	True
Tank Location:	Underground
Tank Type:	Equivalent technology

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Material Code: 2712
Common Name of Substance: Gasoline/Ethanol

Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

H05 - Tank Leak Detection - In-Tank System (ATG)
E04 - Piping Secondary Containment - Double walled UG
J01 - Dispenser - Pressurized Dispenser
L07 - Piping Leak Detection - Pressurized Piping Leak Detector
A00 - Tank Internal Protection - None
H01 - Tank Leak Detection - Interstitial - Electronic Monitoring
I03 - Overfill - Automatic Shut-Off
B04 - Tank External Protection - Fiberglass
D06 - Pipe Type - Fiberglass Reinforced Plastic (FRP)
I02 - Overfill - High Level Alarm
K01 - Spill Prevention - Catch Basin
G04 - Tank Secondary Containment - Double-Walled (Underground)
C02 - Pipe Location - Underground/On-ground
F04 - Pipe External Protection - Fiberglass
L01 - Piping Leak Detection - Interstitial - Electronic Monitoring

Tank Number: 02
Tank ID: 237279
Tank Status: In Service
Material Name: In Service
Capacity Gallons: 8000
Install Date: 10/13/2010
Date Tank Closed: Not reported
Registered: True
Tank Location: Underground
Tank Type: Equivalent technology
Material Code: 2712
Common Name of Substance: Gasoline/Ethanol

Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

H05 - Tank Leak Detection - In-Tank System (ATG)
A00 - Tank Internal Protection - None
H01 - Tank Leak Detection - Interstitial - Electronic Monitoring
I03 - Overfill - Automatic Shut-Off
E04 - Piping Secondary Containment - Double walled UG
J01 - Dispenser - Pressurized Dispenser
L07 - Piping Leak Detection - Pressurized Piping Leak Detector
G04 - Tank Secondary Containment - Double-Walled (Underground)
C02 - Pipe Location - Underground/On-ground

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F04 - Pipe External Protection - Fiberglass
L01 - Piping Leak Detection - Interstitial - Electronic Monitoring
B04 - Tank External Protection - Fiberglass
D06 - Pipe Type - Fiberglass Reinforced Plastic (FRP)
I02 - Overfill - High Level Alarm
K01 - Spill Prevention - Catch Basin

Tank Number: 03
Tank ID: 237280
Tank Status: In Service
Material Name: In Service
Capacity Gallons: 4000
Install Date: 10/13/2010
Date Tank Closed: Not reported
Registered: True
Tank Location: Underground
Tank Type: Equivalent technology
Material Code: 0008
Common Name of Substance: Diesel

Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

K01 - Spill Prevention - Catch Basin
I02 - Overfill - High Level Alarm
B04 - Tank External Protection - Fiberglass
D06 - Pipe Type - Fiberglass Reinforced Plastic (FRP)
H01 - Tank Leak Detection - Interstitial - Electronic Monitoring
I03 - Overfill - Automatic Shut-Off
A00 - Tank Internal Protection - None
J01 - Dispenser - Pressurized Dispenser
E04 - Piping Secondary Containment - Double walled UG
L07 - Piping Leak Detection - Pressurized Piping Leak Detector
L01 - Piping Leak Detection - Interstitial - Electronic Monitoring
C02 - Pipe Location - Underground/On-ground
F04 - Pipe External Protection - Fiberglass
G04 - Tank Secondary Containment - Double-Walled (Underground)
H05 - Tank Leak Detection - In-Tank System (ATG)

Tank Number: 3
Tank ID: 43817
Tank Status: Closed - In Place
Material Name: Closed - In Place
Capacity Gallons: 550
Install Date: Not reported
Date Tank Closed: 07/01/1990
Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel
Material Code: 0008
Common Name of Substance: Diesel

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Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

H00 - Tank Leak Detection - None
I00 - Overfill - None
A00 - Tank Internal Protection - None
B01 - Tank External Protection - Painted/Asphalt Coating
D01 - Pipe Type - Steel/Carbon Steel/Iron
F00 - Pipe External Protection - None
C02 - Pipe Location - Underground/On-ground
G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser

Tank Number: 4
Tank ID: 43818
Tank Status: Closed - In Place
Material Name: Closed - In Place
Capacity Gallons: 550
Install Date: Not reported
Date Tank Closed: 07/01/1990
Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel
Material Code: 0008
Common Name of Substance: Diesel

Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

H00 - Tank Leak Detection - None
I00 - Overfill - None
A00 - Tank Internal Protection - None
B01 - Tank External Protection - Painted/Asphalt Coating
D01 - Pipe Type - Steel/Carbon Steel/Iron
F00 - Pipe External Protection - None
C02 - Pipe Location - Underground/On-ground
G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser

Affiliation Records:
Site Id: 8033
Affiliation Type: Facility Owner
Company Name: HAL SILVER
Contact Type: Not reported
Contact Name: Not reported
Address1: 1738 GUN HILL RD
Address2: Not reported

1738 GUNHILL FUEL INC (Continued) **U000405218**

City:	BRONX
State:	NY
Zip Code:	10469
Country Code:	001
Phone:	(212) 379-8000
EMail:	Not reported
Fax Number:	Not reported
Modified By:	TRANSLAT
Date Last Modified:	2004-03-04

Site Id:	8033
Affiliation Type:	Mail Contact
Company Name:	HAL SILVER
Contact Type:	Not reported
Contact Name:	Not reported
Address1:	1738 GUN HILL RD
Address2:	Not reported
City:	BRONX
State:	NY
Zip Code:	10469
Country Code:	001
Phone:	(212) 379-8000
EMail:	Not reported
Fax Number:	Not reported
Modified By:	TRANSLAT
Date Last Modified:	2004-03-04

Site Id:	8033
Affiliation Type:	Facility Operator
Company Name:	CARTOWN AUTO RENTALS
Contact Type:	Not reported
Contact Name:	HAL SILVER
Address1:	Not reported
Address2:	Not reported
City:	Not reported
State:	NN
Zip Code:	Not reported
Country Code:	001
Phone:	(212) 379-8000
EMail:	Not reported
Fax Number:	Not reported
Modified By:	TRANSLAT
Date Last Modified:	2004-03-04

Site Id:	8033
Affiliation Type:	Emergency Contact
Company Name:	HAL SILVER
Contact Type:	Not reported
Contact Name:	HAL SILVER
Address1:	Not reported
Address2:	Not reported
City:	Not reported
State:	NN
Zip Code:	Not reported
Country Code:	001
Phone:	(212) 379-8000
EMail:	Not reported

1738 GUNHILL FUEL INC (Continued) **U000405218**

Fax Number:	Not reported
Modified By:	TRANSLAT
Date Last Modified:	2004-03-04

Tank Info:

Tank Number:	001
Tank ID:	22241
Tank Status:	In Service
Material Name:	In Service
Capacity Gallons:	550
Install Date:	09/01/1967
Date Tank Closed:	Not reported
Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel
Material Code:	0009
Common Name of Substance:	Gasoline
Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

A00 - Tank Internal Protection - None
D01 - Pipe Type - Steel/Carbon Steel/Iron
H00 - Tank Leak Detection - None
I00 - Overfill - None
F00 - Pipe External Protection - None
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser

Tank Number:	002
Tank ID:	22242
Tank Status:	In Service
Material Name:	In Service
Capacity Gallons:	550
Install Date:	09/01/1967
Date Tank Closed:	Not reported
Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel
Material Code:	0009
Common Name of Substance:	Gasoline
Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

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Equipment Records:

F00 - Pipe External Protection - None
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
D01 - Pipe Type - Steel/Carbon Steel/Iron
A00 - Tank Internal Protection - None
H00 - Tank Leak Detection - None
I00 - Overfill - None
G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser

Tank Number:	003
Tank ID:	22243
Tank Status:	Closed Prior to Micro Conversion, 03/91
Material Name:	Closed Prior to Micro Conversion, 03/91
Capacity Gallons:	550
Install Date:	10/01/1947
Date Tank Closed:	Not reported
Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel
Material Code:	0009
Common Name of Substance:	Gasoline

Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

F00 - Pipe External Protection - None
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
D01 - Pipe Type - Steel/Carbon Steel/Iron
A00 - Tank Internal Protection - None
H00 - Tank Leak Detection - None
I00 - Overfill - None
G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser

Tank Number:	004
Tank ID:	22244
Tank Status:	Closed Prior to Micro Conversion, 03/91
Material Name:	Closed Prior to Micro Conversion, 03/91
Capacity Gallons:	550
Install Date:	10/01/1947
Date Tank Closed:	Not reported
Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel
Material Code:	0009
Common Name of Substance:	Gasoline

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Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

A00 - Tank Internal Protection - None
D01 - Pipe Type - Steel/Carbon Steel/Iron
B00 - Tank External Protection - None
H00 - Tank Leak Detection - None
I00 - Overfill - None
C00 - Pipe Location - No Piping
F00 - Pipe External Protection - None
G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser

Tank Number: 005
Tank ID: 22245
Tank Status: Tank Converted to Non-Regulated Use
Material Name: Tank Converted to Non-Regulated Use
Capacity Gallons: 4000
Install Date: 05/01/1977
Date Tank Closed: 08/01/1992
Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel
Material Code: 0009
Common Name of Substance: Gasoline

Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
A00 - Tank Internal Protection - None
H00 - Tank Leak Detection - None
I00 - Overfill - None
J02 - Dispenser - Suction Dispenser
G00 - Tank Secondary Containment - None

Tank Number: 005
Tank ID: 43816
Tank Status: Closed - Removed
Material Name: Closed - Removed
Capacity Gallons: 4000
Install Date: 05/01/1977
Date Tank Closed: 10/31/2008

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Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel
Material Code:	0009
Common Name of Substance:	Gasoline
Tightness Test Method:	21
Date Test:	12/05/2004
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

H05 - Tank Leak Detection - In-Tank System (ATG)
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
J01 - Dispenser - Pressurized Dispenser
B01 - Tank External Protection - Painted/Asphalt Coating
A01 - Tank Internal Protection - Epoxy Liner
E00 - Piping Secondary Containment - None
I02 - Overfill - High Level Alarm
K01 - Spill Prevention - Catch Basin
L00 - Piping Leak Detection - None
C02 - Pipe Location - Underground/On-ground
G00 - Tank Secondary Containment - None

Tank Number:	006
Tank ID:	43815
Tank Status:	Closed - Removed
Material Name:	Closed - Removed
Capacity Gallons:	4000
Install Date:	06/01/1990
Date Tank Closed:	10/31/2008
Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel
Material Code:	0009
Common Name of Substance:	Gasoline
Tightness Test Method:	21
Date Test:	12/05/2004
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
J01 - Dispenser - Pressurized Dispenser
L00 - Piping Leak Detection - None
B01 - Tank External Protection - Painted/Asphalt Coating
A01 - Tank Internal Protection - Epoxy Liner
E00 - Piping Secondary Containment - None
I02 - Overfill - High Level Alarm
K01 - Spill Prevention - Catch Basin

1738 GUNHILL FUEL INC (Continued) **U000405218**

H05 - Tank Leak Detection - In-Tank System (ATG)
C02 - Pipe Location - Underground/On-ground
G00 - Tank Secondary Containment - None

Tank Number:	006
Tank ID:	22246
Tank Status:	Tank Converted to Non-Regulated Use
Material Name:	Tank Converted to Non-Regulated Use
Capacity Gallons:	4000
Install Date:	06/01/1990
Date Tank Closed:	08/01/1992
Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel
Material Code:	0009
Common Name of Substance:	Gasoline
Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

C00 - Pipe Location - No Piping
A00 - Tank Internal Protection - None
D00 - Pipe Type - No Piping
F02 - Pipe External Protection - Original Sacrificial Anode
H00 - Tank Leak Detection - None
I00 - Overfill - None
B02 - Tank External Protection - Original Sacrificial Anode
J02 - Dispenser - Suction Dispenser
G04 - Tank Secondary Containment - Double-Walled (Underground)

Tank Number:	01
Tank ID:	237278
Tank Status:	In Service
Material Name:	In Service
Capacity Gallons:	12000
Install Date:	10/13/2010
Date Tank Closed:	Not reported
Registered:	True
Tank Location:	Underground
Tank Type:	Equivalent technology
Material Code:	2712
Common Name of Substance:	Gasoline/Ethanol
Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

1738 GUNHILL FUEL INC (Continued) **U000405218**

H05 - Tank Leak Detection - In-Tank System (ATG)
E04 - Piping Secondary Containment - Double walled UG
J01 - Dispenser - Pressurized Dispenser
L07 - Piping Leak Detection - Pressurized Piping Leak Detector
A00 - Tank Internal Protection - None
H01 - Tank Leak Detection - Interstitial - Electronic Monitoring
I03 - Overfill - Automatic Shut-Off
B04 - Tank External Protection - Fiberglass
D06 - Pipe Type - Fiberglass Reinforced Plastic (FRP)
I02 - Overfill - High Level Alarm
K01 - Spill Prevention - Catch Basin
G04 - Tank Secondary Containment - Double-Walled (Underground)
C02 - Pipe Location - Underground/On-ground
F04 - Pipe External Protection - Fiberglass
L01 - Piping Leak Detection - Interstitial - Electronic Monitoring

Tank Number: 02
Tank ID: 237279
Tank Status: In Service
Material Name: In Service
Capacity Gallons: 8000
Install Date: 10/13/2010
Date Tank Closed: Not reported
Registered: True
Tank Location: Underground
Tank Type: Equivalent technology
Material Code: 2712
Common Name of Substance: Gasoline/Ethanol

Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

H05 - Tank Leak Detection - In-Tank System (ATG)
A00 - Tank Internal Protection - None
H01 - Tank Leak Detection - Interstitial - Electronic Monitoring
I03 - Overfill - Automatic Shut-Off
E04 - Piping Secondary Containment - Double walled UG
J01 - Dispenser - Pressurized Dispenser
L07 - Piping Leak Detection - Pressurized Piping Leak Detector
G04 - Tank Secondary Containment - Double-Walled (Underground)
C02 - Pipe Location - Underground/On-ground
F04 - Pipe External Protection - Fiberglass
L01 - Piping Leak Detection - Interstitial - Electronic Monitoring
B04 - Tank External Protection - Fiberglass
D06 - Pipe Type - Fiberglass Reinforced Plastic (FRP)
I02 - Overfill - High Level Alarm
K01 - Spill Prevention - Catch Basin

Tank Number: 03
Tank ID: 237280
Tank Status: In Service

1738 GUNHILL FUEL INC (Continued) **U000405218**

Material Name:	In Service
Capacity Gallons:	4000
Install Date:	10/13/2010
Date Tank Closed:	Not reported
Registered:	True
Tank Location:	Underground
Tank Type:	Equivalent technology
Material Code:	0008
Common Name of Substance:	Diesel
Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

K01 - Spill Prevention - Catch Basin
I02 - Overfill - High Level Alarm
B04 - Tank External Protection - Fiberglass
D06 - Pipe Type - Fiberglass Reinforced Plastic (FRP)
H01 - Tank Leak Detection - Interstitial - Electronic Monitoring
I03 - Overfill - Automatic Shut-Off
A00 - Tank Internal Protection - None
J01 - Dispenser - Pressurized Dispenser
E04 - Piping Secondary Containment - Double walled UG
L07 - Piping Leak Detection - Pressurized Piping Leak Detector
L01 - Piping Leak Detection - Interstitial - Electronic Monitoring
C02 - Pipe Location - Underground/On-ground
F04 - Pipe External Protection - Fiberglass
G04 - Tank Secondary Containment - Double-Walled (Underground)
H05 - Tank Leak Detection - In-Tank System (ATG)

Tank Number:	3
Tank ID:	43817
Tank Status:	Closed - In Place
Material Name:	Closed - In Place
Capacity Gallons:	550
Install Date:	Not reported
Date Tank Closed:	07/01/1990
Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel
Material Code:	0008
Common Name of Substance:	Diesel
Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

H00 - Tank Leak Detection - None
I00 - Overfill - None

1738 GUNHILL FUEL INC (Continued) **U000405218**

A00 - Tank Internal Protection - None
B01 - Tank External Protection - Painted/Asphalt Coating
D01 - Pipe Type - Steel/Carbon Steel/Iron
F00 - Pipe External Protection - None
C02 - Pipe Location - Underground/On-ground
G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser

Tank Number:	4
Tank ID:	43818
Tank Status:	Closed - In Place
Material Name:	Closed - In Place
Capacity Gallons:	550
Install Date:	Not reported
Date Tank Closed:	07/01/1990
Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel
Material Code:	0008
Common Name of Substance:	Diesel
Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

H00 - Tank Leak Detection - None
I00 - Overfill - None
A00 - Tank Internal Protection - None
B01 - Tank External Protection - Painted/Asphalt Coating
D01 - Pipe Type - Steel/Carbon Steel/Iron
F00 - Pipe External Protection - None
C02 - Pipe Location - Underground/On-ground
G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser

G51 **V M C SERVICE STATION** **EDR Hist Auto** **1020348037**
SSW **1738 E GUNHILL RD** **N/A**
< 1/8 **BRONX, NY 10469**
0.082 mi.
435 ft. **Site 7 of 8 in cluster G**

Relative: EDR Hist Auto
Higher

Actual: **11 ft.**

Year:	Name:	Type:
1969	V M C SERVICE STATION	Gasoline Service Stations
1970	V M C SERVICE STATION	Gasoline Service Stations
1971	V M C SERVICE STATION	Gasoline Service Stations
1972	V M C SERVICE STATION	Gasoline Service Stations
1973	V M C SERVICE STATION	Gasoline Service Stations
1974	V M C SERVICE STATION	Gasoline Service Stations
1975	V M C SERVICE STATION	Gasoline Service Stations
1976	V M C SERVICE STATION	Gasoline Service Stations
1977	V M C SERVICE STATION	Gasoline Service Stations

V M C SERVICE STATION (Continued) **1020348037**

1978	V M C SERVICE STATION	Gasoline Service Stations
1979	V M C SERVICE STATION	Gasoline Service Stations
1980	V M C SERVICE STATION	Gasoline Service Stations
1982	V M C SERVICE STATION	Gasoline Service Stations
1983	V M C SERVICE STATION	Gasoline Service Stations
1994	KUMAR DALJIT	Gasoline Service Stations
1995	KUMAR DALJIT	Gasoline Service Stations
1996	KUMAR DALJIT	Gasoline Service Stations
1997	KUMAR DALJIT	Gasoline Service Stations
1998	KUMAR DALJIT	Gasoline Service Stations
2005	N V AUTO REPAIR SVCE INC	Automotive Repair Shops, NEC
2006	N V AUTO REPAIR SVCE INC	Automotive Repair Shops, NEC
2006	ROCKAWAY GULF CORP	Gasoline Service Stations
2007	JIMMYS EXPERT TRANSMISSIO	Automotive Transmission Repair Shops
2007	ROCKAWAY GULF CORP	Gasoline Service Stations
2007	N V AUTO REPAIR SVCE INC	Automotive Repair Shops, NEC
2008	JIMMYS EXPERT TRANSMISSIO	Automotive Transmission Repair Shops
2008	ROCKAWAY GULF CORP	Gasoline Service Stations
2008	N V AUTO REPAIR SVCE INC	Automotive Repair Shops, NEC
2009	ROCKAWAY GULF CORP	Gasoline Service Stations
2011	ALL POWER SPORT/AUTO REPR INC	General Automotive Repair Shops
2011	NORTH AVE GASOLINE CORP	Gasoline Service Stations, NEC
2012	ALL POWER SPORT/AUTO REPR INC	General Automotive Repair Shops
2013	ALL POWER SPORT/AUTO REPR INC	General Automotive Repair Shops
2013	R & P AUTO	General Automotive Repair Shops
2014	1738 GAS CORP	Gasoline Service Stations, NEC
2014	ALL POWER SPORT/AUTO REPR INC	General Automotive Repair Shops

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G52 **CARTOWN AUTO RENTALS** **RCRA NonGen / NLR** **1001229363**
SSW **1738 GUNHILL RD** **NY MANIFEST** **NYR000059436**
< 1/8 **BRONX, NY 10469**
0.082 mi.
435 ft. **Site 8 of 8 in cluster G**

Relative: **Higher**
Actual: **11 ft.**

RCRA Listings:

Date Form Received by Agency:		20070101
Handler Name:	CARTOWN AUTO RENTALS	
Handler Address:		1738 GUNHILL RD
Handler City,State,Zip:		BRONX, NY 10469-6006
EPA ID:		NYR000059436
Contact Name:		HAL SILVER
Contact Address:		GUNHILL RD
Contact City,State,Zip:		BRONX, NY 10469
Contact Telephone:		212-379-8000
Contact Fax:		Not reported
Contact Email:		Not reported
Contact Title:		Not reported
EPA Region:		02
Land Type:		Private
Federal Waste Generator Description:		Not a generator, verified
Non-Notifier:		Not reported
Biennial Report Cycle:		Not reported
Accessibility:		Not reported
Active Site Indicator:		Not reported
State District Owner:		NY
State District:		NYSDEC R2
Mailing Address:		GUNHILL RD
Mailing City,State,Zip:		BRONX, NY 10469

CARTOWN AUTO RENTALS (Continued) **1001229363**

Owner Name:	CARTOWN AUTO RENTALS	
Owner Type:		Private
Operator Name:	CARTOWN AUTO RENTALS	
Operator Type:		Private
Short-Term Generator Activity:		No
Importer Activity:		No
Mixed Waste Generator:		No
Transporter Activity:		No
Transfer Facility Activity:		No
Recycler Activity with Storage:		No
Small Quantity On-Site Burner Exemption:		No
Smelting Melting and Refining Furnace Exemption:		No
Underground Injection Control:		No
Off-Site Waste Receipt:		No
Universal Waste Indicator:		No
Universal Waste Destination Facility:		No
Federal Universal Waste:		No
Active Site Fed-Reg Treatment Storage and Disposal Facility:		Not reported
Active Site Converter Treatment storage and Disposal Facility:		Not reported
Active Site State-Reg Treatment Storage and Disposal Facility:		Not reported
Active Site State-Reg Handler:		---
Federal Facility Indicator:		Not reported
Hazardous Secondary Material Indicator:		N
Sub-Part K Indicator:		Not reported
Commercial TSD Indicator:		No
Treatment Storage and Disposal Type:		Not reported
2018 GPRA Permit Baseline:		Not on the Baseline
2018 GPRA Renewals Baseline:		Not on the Baseline
Permit Renewals Workload Universe:		Not reported
Permit Workload Universe:		Not reported
Permit Progress Universe:		Not reported
Post-Closure Workload Universe:		Not reported
Closure Workload Universe:		Not reported
202 GPRA Corrective Action Baseline:		No
Corrective Action Workload Universe:		No
Subject to Corrective Action Universe:		No
Non-TSDFs Where RCRA CA has Been Imposed Universe:		No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:		No
TSDFs Only Subject to CA under Discretionary Auth Universe:		No
Corrective Action Priority Ranking:		No NCAPS ranking
Environmental Control Indicator:		No
Institutional Control Indicator:		No
Human Exposure Controls Indicator:		N/A
Groundwater Controls Indicator:		N/A
Operating TSDF Universe:		Not reported
Full Enforcement Universe:		Not reported
Significant Non-Complier Universe:		No
Unaddressed Significant Non-Complier Universe:		No
Addressed Significant Non-Complier Universe:		No
Significant Non-Complier With a Compliance Schedule Universe:		No
Financial Assurance Required:	Not reported	
Handler Date of Last Change:		20150414
Recognized Trader-Importer:		No
Recognized Trader-Exporter:		No
Importer of Spent Lead Acid Batteries:		No
Exporter of Spent Lead Acid Batteries:		No
Recycler Activity Without Storage:		No

CARTOWN AUTO RENTALS (Continued) **1001229363**

Manifest Broker: No
Sub-Part P Indicator: No

Hazardous Waste Summary:
Waste Code: D001
Waste Description: IGNITABLE WASTE

Waste Code: D018
Waste Description: BENZENE

Handler - Owner Operator:
Owner/Operator Indicator: Owner
Owner/Operator Name: CARTOWN AUTO RENTALS
Legal Status: Private
Date Became Current: Not reported
Date Ended Current: Not reported
Owner/Operator Address: 1738 GUNHILL RD
Owner/Operator City,State,Zip: BRONX, NY 10469
Owner/Operator Telephone: 212-379-8000
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Operator
Owner/Operator Name: CARTOWN AUTO RENTALS
Legal Status: Private
Date Became Current: Not reported
Date Ended Current: Not reported
Owner/Operator Address: 1738 GUNHILL RD
Owner/Operator City,State,Zip: BRONX, NY 10469
Owner/Operator Telephone: 212-379-8000
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner
Owner/Operator Name: CARTOWN AUTO RENTALS
Legal Status: Private
Date Became Current: Not reported
Date Ended Current: Not reported
Owner/Operator Address: 1738 GUNHILL RD
Owner/Operator City,State,Zip: BRONX, NY 10469
Owner/Operator Telephone: 212-379-8000
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Historic Generators:
Receive Date: 20060101
Handler Name: CARTOWN AUTO RENTALS
Federal Waste Generator Description: Not a generator, verified
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No

CARTOWN AUTO RENTALS (Continued) **1001229363**

Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 20070101
Handler Name: CARTOWN AUTO RENTALS
Federal Waste Generator Description: Not a generator, verified
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: Yes
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 19980818
Handler Name: CARTOWN AUTO RENTALS
Federal Waste Generator Description: Small Quantity Generator
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:
NAICS Codes: No NAICS Codes Found

Facility Has Received Notices of Violations:
Violations: No Violations Found

Evaluation Action Summary:
Evaluations: No Evaluations Found

NY MANIFEST:
Name: CARTOWN
Address: 1738 GUNHILL RD
City,State,Zip: BRONX, NY 10469-6006
Country: USA
EPA ID: NYR000059436
Facility Status: Not reported
Location Address 1: 1738 GUNHILL RD
Code: BP
Location Address 2: Not reported
Total Tanks: Not reported
Location City: BRONX
Location State: NY

CARTOWN AUTO RENTALS (Continued) **1001229363**

Location Zip: 10467
Location Zip 4: Not reported

NY MANIFEST:
EPAID: NYR000059436
Mailing Name: CARTOWN
Mailing Contact: CWP TSD PH # BELOW
Mailing Address 1: 1738 GUNHILL RD
Mailing Address 2: Not reported
Mailing City: BRONX
Mailing State: NY
Mailing Zip: 10467
Mailing Zip 4: Not reported
Mailing Country: USA
Mailing Phone: 7182743339

E53 **CON EDISON - GAS MAIN NONE** **RCRA-LQG** **1012184875**
NE **BARTOW AV & EDSON AV** **NY MANIFEST** **NYP004151346**
< 1/8 **BRONX, NY 10475** **NJ MANIFEST**
0.083 mi.
436 ft. **Site 13 of 13 in cluster E**

Relative:
Higher

Actual:
14 ft.

RCRA Listings:
Date Form Received by Agency: 20080221
Handler Name: CON EDISON - GAS MAIN NONE
Handler Address: BARTOW AV & EDSON AV
Handler City,State,Zip: BRONX, NY 10475
EPA ID: NYP004151346
Contact Name: FRANKLIN MURRAY
Contact Address: Not reported
Contact City,State,Zip: Not reported
Contact Telephone: 212-460-2808
Contact Fax: Not reported
Contact Email: MURRAYFR@CONED.COM
Contact Title: Not reported
EPA Region: 02
Land Type: Private
Federal Waste Generator Description: Large Quantity Generator
Non-Notifier: Not reported
Biennial Report Cycle: 2007
Accessibility: Not reported
Active Site Indicator: Handler Activities
State District Owner: Not reported
State District: Not reported
Mailing Address: 4 IRVING PLACE
Mailing City,State,Zip: NEW YORK, NY 10003
Owner Name: CONSOLIDATED EDISON COMPANY OF NY, INC.
Owner Type: Private
Operator Name: CONSOLIDATED EDISON COMPANY OF NY, INC.
Operator Type: Private
Short-Term Generator Activity: No
Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility Activity: No
Recycler Activity with Storage: No
Small Quantity On-Site Burner Exemption: No

CON EDISON - GAS MAIN NONE (Continued) **1012184875**

Smelting Melting and Refining Furnace Exemption:	No
Underground Injection Control:	No
Off-Site Waste Receipt:	No
Universal Waste Indicator:	No
Universal Waste Destination Facility:	No
Federal Universal Waste:	No
Active Site Fed-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site Converter Treatment storage and Disposal Facility:	Not reported
Active Site State-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site State-Reg Handler:	---
Federal Facility Indicator:	Not reported
Hazardous Secondary Material Indicator:	NN
Sub-Part K Indicator:	Not reported
Commercial TSD Indicator:	No
Treatment Storage and Disposal Type:	Not reported
2018 GPRA Permit Baseline:	Not on the Baseline
2018 GPRA Renewals Baseline:	Not on the Baseline
Permit Renewals Workload Universe:	Not reported
Permit Workload Universe:	Not reported
Permit Progress Universe:	Not reported
Post-Closure Workload Universe:	Not reported
Closure Workload Universe:	Not reported
202 GPRA Corrective Action Baseline:	No
Corrective Action Workload Universe:	No
Subject to Corrective Action Universe:	No
Non-TSDFs Where RCRA CA has Been Imposed Universe:	No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:	No
TSDFs Only Subject to CA under Discretionary Auth Universe:	No
Corrective Action Priority Ranking:	No NCAPS ranking
Environmental Control Indicator:	No
Institutional Control Indicator:	No
Human Exposure Controls Indicator:	N/A
Groundwater Controls Indicator:	N/A
Operating TSDF Universe:	Not reported
Full Enforcement Universe:	Not reported
Significant Non-Complier Universe:	No
Unaddressed Significant Non-Complier Universe:	No
Addressed Significant Non-Complier Universe:	No
Significant Non-Complier With a Compliance Schedule Universe:	No
Financial Assurance Required: Not reported	
Handler Date of Last Change:	20150414
Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No
Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	Not reported
Manifest Broker:	Not reported
Sub-Part P Indicator:	No

Biennial: List of Years
Year: 2007

Click Here for Biennial Reporting System Data:

Hazardous Waste Summary:
Waste Code: D018

CON EDISON - GAS MAIN NONE (Continued) **1012184875**

Waste Description: BENZENE

Handler - Owner Operator:
Owner/Operator Indicator: Operator
Owner/Operator Name: CONSOLIDATED EDISON COMPANY OF NY, INC.
Legal Status: Private
Date Became Current: 20070626
Date Ended Current: Not reported
Owner/Operator Address: 4 IRVING PLACE
Owner/Operator City,State,Zip: NEW YORK, NY 10003
Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner
Owner/Operator Name: CONSOLIDATED EDISON COMPANY OF NY, INC.
Legal Status: Private
Date Became Current: 20070626
Date Ended Current: Not reported
Owner/Operator Address: 4 IRVING PLACE
Owner/Operator City,State,Zip: NEW YORK, NY 10003
Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Historic Generators:
Receive Date: 20080221
Handler Name: CON EDISON - GAS MAIN NONE
Federal Waste Generator Description: Large Quantity Generator
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: Yes
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:
NAICS Code: 221122
NAICS Description: ELECTRIC POWER DISTRIBUTION

Facility Has Received Notices of Violations:
Violations: No Violations Found

Evaluation Action Summary:
Evaluations: No Evaluations Found

NY MANIFEST:
Name: CONSOLIDATED EDISON

CON EDISON - GAS MAIN NONE (Continued) **1012184875**

Address:	BARTOW AV & EDSON AV
City,State,Zip:	BRONX, NY 10475
Country:	USA
EPA ID:	NYP004151346
Facility Status:	Not reported
Location Address 1:	BARTOW AV & EDSON AV
Code:	BP
Location Address 2:	Not reported
Total Tanks:	Not reported
Location City:	BRONX
Location State:	NY
Location Zip:	10475
Location Zip 4:	Not reported

NY MANIFEST:

EPAID:	NYP004151346
Mailing Name:	CONSOLIDATED EDISON
Mailing Contact:	FRANKLYN MURRAY
Mailing Address 1:	4 IRVING PLACE
Mailing Address 2:	Not reported
Mailing City:	NEW YORK
Mailing State:	NY
Mailing Zip:	10003
Mailing Zip 4:	Not reported
Mailing Country:	USA
Mailing Phone:	2124602808

NY MANIFEST:

Document ID:	Not reported
Manifest Status:	Not reported
seq:	Not reported
Year:	2018
Trans1 State ID:	NJ0000027193
Trans2 State ID:	Not reported
Generator Ship Date:	07/11/2007
Trans1 Recv Date:	07/11/2007
Trans2 Recv Date:	Not reported
TSD Site Recv Date:	07/11/2007
Part A Recv Date:	Not reported
Part B Recv Date:	Not reported
Generator EPA ID:	NYP004151346
Trans1 EPA ID:	Not reported
Trans2 EPA ID:	Not reported
TSDF ID 1:	NJD002200046
TSDF ID 2:	Not reported
Manifest Tracking Number:	001032042JJK
Import Indicator:	N
Export Indicator:	N
Discr Quantity Indicator:	N
Discr Type Indicator:	N
Discr Residue Indicator:	N
Discr Partial Reject Indicator:	N
Discr Full Reject Indicator:	N
Manifest Ref Number:	Not reported
Alt Facility RCRA ID:	Not reported
Alt Facility Sign Date:	Not reported
MGMT Method Type Code:	H141

CON EDISON - GAS MAIN NONE (Continued) **1012184875**

Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Quantity:	550
Units:	G - Gallons (liquids only)* (8.3 pounds)
Number of Containers:	1
Container Type:	TT - Cargo tank, tank trucks
Handling Method:	T Chemical, physical, or biological treatment.
Specific Gravity:	1
Waste Code:	D018
Waste Code 1_2:	Not reported
Waste Code 1_3:	Not reported
Waste Code 1_4:	Not reported
Waste Code 1_5:	Not reported
Waste Code 1_6:	Not reported

NJ MANIFEST:

EPA Id:	NYP004151346
Mail Address:	4 IRVING PLACE
Mail City/State/Zip:	NEW YORK, NY 10003
Facility Phone:	Not reported
Emergency Phone:	Not reported
Contact:	FRANKLIN MURRAY
Comments:	Not reported
SIC Code:	Not reported
County:	NY005
Municipal:	Not reported
Previous EPA Id:	Not reported
Gen Flag:	Not reported
Trans Flag:	Not reported
TSDF Flag:	Not reported
Name Change:	Not reported
Date Change:	Not reported

Manifest:

Manifest Number:	001032059JJK
EPA ID:	NYP004151346
Date Shipped:	06/26/2007
TSDF EPA ID:	NJD002200046
Transporter EPA ID:	NJ0000027193
Transporter 2 EPA ID:	Not reported
Transporter 3 EPA ID:	Not reported
Transporter 4 EPA ID:	Not reported
Transporter 5 EPA ID:	Not reported
Transporter 6 EPA ID:	Not reported
Transporter 7 EPA ID:	Not reported
Transporter 8 EPA ID:	Not reported
Transporter 9 EPA ID:	Not reported
Transporter 10 EPA ID:	Not reported
Date Trans1 Transported Waste:	06/26/2007
Date Trans2 Transported Waste:	Not reported
Date Trans3 Transported Waste:	Not reported
Date Trans4 Transported Waste:	Not reported

CON EDISON - GAS MAIN NONE (Continued) **1012184875**

Date Trans5 Transported Waste:	Not reported
Date Trans6 Transported Waste:	Not reported
Date Trans7 Transported Waste:	Not reported
Date Trans8 Transported Waste:	Not reported
Date Trans9 Transported Waste:	Not reported
Date Trans10 Transported Waste:	Not reported
Date TSDF Received Waste:	06/26/2007
TSDF EPA Facility Name:	Not reported
QTY Units:	Not reported
Transporter SEQ ID:	Not reported
Transporter-1 Date:	Not reported
Waste SEQ ID:	Not reported
Waste Type Code 2:	Not reported
Waste Type Code 3:	Not reported
Waste Type Code 4:	Not reported
Waste Type Code 5:	Not reported
Waste Type Code 6:	Not reported
Date Accepted:	Not reported
Manifest Discrepancy Type:	Not reported
Data Entry Number:	Not reported
Was Load Rejected:	NEW YORK, NY 10003
Reason Load Was Rejected:	Not reported

Waste:

Manifest Year:	Not reported
Waste Code:	D018
Hand Code:	H14
Quantity:	600 G

Manifest Number:	001032042JJK
EPA ID:	NYP004151346
Date Shipped:	07/11/2007
TSDF EPA ID:	NJD002200046
Transporter EPA ID:	NJ0000027193
Transporter 2 EPA ID:	Not reported
Transporter 3 EPA ID:	Not reported
Transporter 4 EPA ID:	Not reported
Transporter 5 EPA ID:	Not reported
Transporter 6 EPA ID:	Not reported
Transporter 7 EPA ID:	Not reported
Transporter 8 EPA ID:	Not reported
Transporter 9 EPA ID:	Not reported
Transporter 10 EPA ID:	Not reported
Date Trans1 Transported Waste:	07/11/2007
Date Trans2 Transported Waste:	Not reported
Date Trans3 Transported Waste:	Not reported
Date Trans4 Transported Waste:	Not reported
Date Trans5 Transported Waste:	Not reported
Date Trans6 Transported Waste:	Not reported
Date Trans7 Transported Waste:	Not reported
Date Trans8 Transported Waste:	Not reported
Date Trans9 Transported Waste:	Not reported
Date Trans10 Transported Waste:	Not reported
Date TSDF Received Waste:	07/11/2007
TSDF EPA Facility Name:	Not reported
QTY Units:	Not reported
Transporter SEQ ID:	Not reported

CON EDISON - GAS MAIN NONE (Continued) **1012184875**

Transporter-1 Date:	Not reported
Waste SEQ ID:	Not reported
Waste Type Code 2:	Not reported
Waste Type Code 3:	Not reported
Waste Type Code 4:	Not reported
Waste Type Code 5:	Not reported
Waste Type Code 6:	Not reported
Date Accepted:	Not reported
Manifest Discrepancy Type:	Not reported
Data Entry Number:	Not reported
Was Load Rejected:	NEW YORK, NY 10003
Reason Load Was Rejected:	Not reported

Waste:

Manifest Year:	Not reported
Waste Code:	D018
Hand Code:	H14
Quantity:	550 G

Manifest Number:	001027331JJK
EPA ID:	NYP004151346
Date Shipped:	06/27/2007
TSDF EPA ID:	NJD002200046
Transporter EPA ID:	NJ0000027193
Transporter 2 EPA ID:	Not reported
Transporter 3 EPA ID:	Not reported
Transporter 4 EPA ID:	Not reported
Transporter 5 EPA ID:	Not reported
Transporter 6 EPA ID:	Not reported
Transporter 7 EPA ID:	Not reported
Transporter 8 EPA ID:	Not reported
Transporter 9 EPA ID:	Not reported
Transporter 10 EPA ID:	Not reported
Date Trans1 Transported Waste:	06/27/2007
Date Trans2 Transported Waste:	Not reported
Date Trans3 Transported Waste:	Not reported
Date Trans4 Transported Waste:	Not reported
Date Trans5 Transported Waste:	Not reported
Date Trans6 Transported Waste:	Not reported
Date Trans7 Transported Waste:	Not reported
Date Trans8 Transported Waste:	Not reported
Date Trans9 Transported Waste:	Not reported
Date Trans10 Transported Waste:	Not reported
Date TSDF Received Waste:	07/02/2007
TSDF EPA Facility Name:	Not reported
QTY Units:	Not reported
Transporter SEQ ID:	Not reported
Transporter-1 Date:	Not reported
Waste SEQ ID:	Not reported
Waste Type Code 2:	Not reported
Waste Type Code 3:	Not reported
Waste Type Code 4:	Not reported
Waste Type Code 5:	Not reported
Waste Type Code 6:	Not reported
Date Accepted:	Not reported
Manifest Discrepancy Type:	Not reported
Data Entry Number:	Not reported

CON EDISON - GAS MAIN NONE (Continued) **1012184875**

Was Load Rejected: NEW YORK, NY 10003
Reason Load Was Rejected: Not reported

Waste:
Manifest Year: Not reported
Waste Code: D018
Hand Code: H14
Quantity: 2500 P

Manifest Number: 001030998JJK
EPA ID: NYP004151346
Date Shipped: 06/29/2007
TSDF EPA ID: NJD002200046
Transporter EPA ID: NJD063147797
Transporter 2 EPA ID: Not reported
Transporter 3 EPA ID: Not reported
Transporter 4 EPA ID: Not reported
Transporter 5 EPA ID: Not reported
Transporter 6 EPA ID: Not reported
Transporter 7 EPA ID: Not reported
Transporter 8 EPA ID: Not reported
Transporter 9 EPA ID: Not reported
Transporter 10 EPA ID: Not reported
Date Trans1 Transported Waste: 06/29/2007
Date Trans2 Transported Waste: Not reported
Date Trans3 Transported Waste: Not reported
Date Trans4 Transported Waste: Not reported
Date Trans5 Transported Waste: Not reported
Date Trans6 Transported Waste: Not reported
Date Trans7 Transported Waste: Not reported
Date Trans8 Transported Waste: Not reported
Date Trans9 Transported Waste: Not reported
Date Trans10 Transported Waste: Not reported
Date TSDF Received Waste: 07/02/2007
TSDF EPA Facility Name: Not reported
QTY Units: Not reported
Transporter SEQ ID: Not reported
Transporter-1 Date: Not reported
Waste SEQ ID: Not reported
Waste Type Code 2: Not reported
Waste Type Code 3: Not reported
Waste Type Code 4: Not reported
Waste Type Code 5: Not reported
Waste Type Code 6: Not reported
Date Accepted: Not reported
Manifest Discrepancy Type: Not reported
Data Entry Number: Not reported
Was Load Rejected: NEW YORK, NY 10003
Reason Load Was Rejected: Not reported

Waste:
Manifest Year: Not reported
Waste Code: D018
Hand Code: H14
Quantity: 2500 P

CON EDISON - GAS MAIN NONE (Continued) **1012184875**

Manifest Number:	001031000JJK
EPA ID:	NYP004151346
Date Shipped:	06/29/2007
TSDF EPA ID:	NJD002200046
Transporter EPA ID:	NJ0000027193
Transporter 2 EPA ID:	Not reported
Transporter 3 EPA ID:	Not reported
Transporter 4 EPA ID:	Not reported
Transporter 5 EPA ID:	Not reported
Transporter 6 EPA ID:	Not reported
Transporter 7 EPA ID:	Not reported
Transporter 8 EPA ID:	Not reported
Transporter 9 EPA ID:	Not reported
Transporter 10 EPA ID:	Not reported
Date Trans1 Transported Waste:	06/29/2007
Date Trans2 Transported Waste:	Not reported
Date Trans3 Transported Waste:	Not reported
Date Trans4 Transported Waste:	Not reported
Date Trans5 Transported Waste:	Not reported
Date Trans6 Transported Waste:	Not reported
Date Trans7 Transported Waste:	Not reported
Date Trans8 Transported Waste:	Not reported
Date Trans9 Transported Waste:	Not reported
Date Trans10 Transported Waste:	Not reported
Date TSDF Received Waste:	06/29/2007
TSDF EPA Facility Name:	Not reported
QTY Units:	Not reported
Transporter SEQ ID:	Not reported
Transporter-1 Date:	Not reported
Waste SEQ ID:	Not reported
Waste Type Code 2:	Not reported
Waste Type Code 3:	Not reported
Waste Type Code 4:	Not reported
Waste Type Code 5:	Not reported
Waste Type Code 6:	Not reported
Date Accepted:	Not reported
Manifest Discrepancy Type:	Not reported
Data Entry Number:	Not reported
Was Load Rejected:	NEW YORK, NY 10003
Reason Load Was Rejected:	Not reported

Waste:

Manifest Year:	Not reported
Waste Code:	D018
Hand Code:	H14
Quantity:	850 G

J54 **PETCO STORE #3780** **NY MANIFEST** **S120959609**
South **1750 GUN HILL RD** **N/A**
< 1/8 **BRONX, NY 10469**
0.087 mi.
460 ft. **Site 1 of 7 in cluster J**

Relative:
Higher

Actual:
11 ft.

NY MANIFEST:

Name:	PETCO STORE #3780
Address:	1750 GUN HILL RD
City,State,Zip:	BRONX, NY 10469
Country:	USA
EPA ID:	NYR000225797
Facility Status:	Not reported
Location Address 1:	1750 GUN HILL RD
Code:	BP
Location Address 2:	Not reported
Total Tanks:	Not reported
Location City:	BRONX
Location State:	NY
Location Zip:	10469
Location Zip 4:	Not reported

NY MANIFEST:

EPAID:	NYR000225797
Mailing Name:	PETCO STORE #3780
Mailing Contact:	PETCO STORE #3780
Mailing Address 1:	1750 GUN HILL RD
Mailing Address 2:	Not reported
Mailing City:	BRONX
Mailing State:	NY
Mailing Zip:	10469
Mailing Zip 4:	Not reported
Mailing Country:	USA
Mailing Phone:	Not reported

NY MANIFEST:

Document ID:	Not reported
Manifest Status:	Not reported
seq:	Not reported
Year:	2018
Trans1 State ID:	PAD982661381
Trans2 State ID:	Not reported
Generator Ship Date:	05/31/2017
Trans1 Recv Date:	05/31/2017
Trans2 Recv Date:	Not reported
TSD Site Recv Date:	06/07/2017
Part A Recv Date:	Not reported
Part B Recv Date:	Not reported
Generator EPA ID:	NYR000225797
Trans1 EPA ID:	Not reported
Trans2 EPA ID:	Not reported
TSDF ID 1:	RID040098352
TSDF ID 2:	Not reported
Manifest Tracking Number:	010032801FLE
Import Indicator:	N
Export Indicator:	N
Discr Quantity Indicator:	N
Discr Type Indicator:	N
Discr Residue Indicator:	N

PETCO STORE #3780 (Continued) **S120959609**

Discr Partial Reject Indicator:	N
Discr Full Reject Indicator:	N
Manifest Ref Number:	Not reported
Alt Facility RCRA ID:	Not reported
Alt Facility Sign Date:	Not reported
MGMT Method Type Code:	H141
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Quantity:	3
Units:	P - Pounds
Number of Containers:	1
Container Type:	BA - Burlap, plastic, paper bags
Handling Method:	B Incineration, heat recovery, burning.
Specific Gravity:	1
Waste Code:	Not reported
Waste Code 1_2:	D001
Waste Code 1_3:	D005
Waste Code 1_4:	D007
Waste Code 1_5:	D035
Waste Code 1_6:	Not reported

J55 **PETCO STORE #3780** **RCRA-VSQG** **1018281202**
South **1750 GUN HILL RD** **FINDS** **NYR000225797**
< 1/8 **BRONX, NY 10469** **ECHO**
0.087 mi.
460 ft. **Site 2 of 7 in cluster J**

Relative: **Higher**
Actual: **11 ft.**

RCRA Listings:

Date Form Received by Agency:		20160209
Handler Name:	PETCO STORE #3780	
Handler Address:		1750 GUN HILL RD
Handler City,State,Zip:		BRONX, NY 10469
EPA ID:		NYR000225797
Contact Name:		AMY EBERSOLE-MARTIN
Contact Address:		RICHLAND HILLS DR
Contact City,State,Zip:		SAN ANTONIO, TX 78245
Contact Telephone:		210-201-9217
Contact Fax:		858-882-8686
Contact Email:		SAFETY@PETCO.COM
Contact Title:		SENIOR ESH ANALYST
EPA Region:		02
Land Type:		Private
Federal Waste Generator Description:		Conditionally Exempt Small Quantity Generator
Non-Notifier:		Not reported
Biennial Report Cycle:		Not reported
Accessibility:		Not reported
Active Site Indicator:		Handler Activities
State District Owner:		NY
State District:		NYSDEC R2
Mailing Address:		RICHLAND HILLS DR
Mailing City,State,Zip:		SAN ANTONIO, TX 78245
Owner Name:	UE GUN HILL RD LLC	
Owner Type:		Private

PETCO STORE #3780 (Continued) **1018281202**

Operator Name:	PETCO STORE #3780
Operator Type:	Private
Short-Term Generator Activity:	No
Importer Activity:	No
Mixed Waste Generator:	No
Transporter Activity:	No
Transfer Facility Activity:	No
Recycler Activity with Storage:	No
Small Quantity On-Site Burner Exemption:	No
Smelting Melting and Refining Furnace Exemption:	No
Underground Injection Control:	No
Off-Site Waste Receipt:	No
Universal Waste Indicator:	No
Universal Waste Destination Facility:	No
Federal Universal Waste:	No
Active Site Fed-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site Converter Treatment storage and Disposal Facility:	Not reported
Active Site State-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site State-Reg Handler:	---
Federal Facility Indicator:	Not reported
Hazardous Secondary Material Indicator:	NN
Sub-Part K Indicator:	Not reported
Commercial TSD Indicator:	No
Treatment Storage and Disposal Type:	Not reported
2018 GPRA Permit Baseline:	Not on the Baseline
2018 GPRA Renewals Baseline:	Not on the Baseline
Permit Renewals Workload Universe:	Not reported
Permit Workload Universe:	Not reported
Permit Progress Universe:	Not reported
Post-Closure Workload Universe:	Not reported
Closure Workload Universe:	Not reported
202 GPRA Corrective Action Baseline:	No
Corrective Action Workload Universe:	No
Subject to Corrective Action Universe:	No
Non-TSDFs Where RCRA CA has Been Imposed Universe:	No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:	No
TSDFs Only Subject to CA under Discretionary Auth Universe:	No
Corrective Action Priority Ranking:	No NCAPS ranking
Environmental Control Indicator:	No
Institutional Control Indicator:	No
Human Exposure Controls Indicator:	N/A
Groundwater Controls Indicator:	N/A
Operating TSDF Universe:	Not reported
Full Enforcement Universe:	Not reported
Significant Non-Complier Universe:	No
Unaddressed Significant Non-Complier Universe:	No
Addressed Significant Non-Complier Universe:	No
Significant Non-Complier With a Compliance Schedule Universe:	No
Financial Assurance Required:	Not reported
Handler Date of Last Change:	20160210
Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No
Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	Not reported
Manifest Broker:	Not reported
Sub-Part P Indicator:	No

PETCO STORE #3780 (Continued) **1018281202**

Hazardous Waste Summary:
Waste Code: D001
Waste Description: IGNITABLE WASTE

Waste Code: D002
Waste Description: CORROSIVE WASTE

Waste Code: D005
Waste Description: BARIUM

Waste Code: D007
Waste Description: CHROMIUM

Waste Code: D008
Waste Description: LEAD

Waste Code: D009
Waste Description: MERCURY

Waste Code: D035
Waste Description: METHYL ETHYL KETONE

Handler - Owner Operator:
Owner/Operator Indicator: Operator
Owner/Operator Name: PETCO STORE #3780
Legal Status: Private
Date Became Current: 20160101
Date Ended Current: Not reported
Owner/Operator Address: Not reported
Owner/Operator City,State,Zip: Not reported
Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner
Owner/Operator Name: UE GUN HILL RD LLC
Legal Status: Private
Date Became Current: 20150810
Date Ended Current: Not reported
Owner/Operator Address: 210 RTE 4 EAST
Owner/Operator City,State,Zip: PARAMUS, NJ 07652
Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Historic Generators:
Receive Date: 20160209
Handler Name: PETCO STORE #3780
Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No

PETCO STORE #3780 (Continued) **1018281202**

Spent Lead Acid Battery Exporter: No
Current Record: Yes
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:
NAICS Code: 453910
NAICS Description: PET AND PET SUPPLIES STORES

Facility Has Received Notices of Violations:
Violations: No Violations Found

Evaluation Action Summary:
Evaluations: No Evaluations Found

FINDS:
Registry ID: 110067422667

Click Here for FRS Facility Detail Report:

Environmental Interest/Information System:
RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

Click this hyperlink while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

ECHO:
Envid: 1018281202
Registry ID: 110067422667
DFR URL: http://echo.epa.gov/detailed-facility-report?fid=110067422667
Name: PETCO STORE #3780
Address: 1750 GUN HILL RD
City,State,Zip: BRONX, NY 10469

K56 **NEW ENGLAND THRUWAY** **NY Spills** **S102560346**
NE **+ BARTOW AVE** **N/A**
< 1/8 **BRONX, NY**
0.089 mi.
469 ft. **Site 1 of 12 in cluster K**

Relative: Higher
Actual: 13 ft.

SPILLS:
Name: NEW ENGLAND THRUWAY
Address: + BARTOW AVE
City,State,Zip: BRONX, NY
Spill Number/Closed Date: 9613740 / 1997-04-18
Facility ID: 9613740
Facility Type: ER
DER Facility ID: 245999
Site ID: 304547
DEC Region: 2
Spill Cause: Equipment Failure

NEW ENGLAND THRUWAY (Continued) **S102560346**

Spill Class:	C4
SWIS:	0301
Spill Date:	1997-02-24
Investigator:	KATZ
Referred To:	Not reported
Reported to Dept:	1997-02-24
CID:	351
Water Affected:	Not reported
Spill Source:	Commercial Vehicle
Spill Notifier:	Fire Department
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	1997-02-24
Spill Record Last Update:	1997-04-18
Spiller Name:	Not reported
Spiller Company:	MKJ ENTERPRISES
Spiller Address:	Not reported
Spiller Company:	001
Contact Name:	FIRE FIGHTER HACK
DEC Memo:	""
Remarks:	"STRAP ON SADDLE TANK BROKE CAUSING SPILL"

All Materials:

Site ID:	304547
Operable Unit ID:	1045159
Operable Unit:	01
Material ID:	338844
Material Code:	0008
Material Name:	diesel
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	75.00
Units:	G
Recovered:	20.00
Resource Affected:	Soil
Oxygenate:	Not reported

K57 **SPILL NUMBER 0111233** **NY Spills** **S106001405**
NE **EDISON AV/BARTOW AV** **N/A**
< 1/8 **BRONX, NY**
0.093 mi.
490 ft. **Site 2 of 12 in cluster K**

Relative:
Higher

Actual:
14 ft.

SPILLS:

Name:	SPILL NUMBER 0111233
Address:	EDISON AV/BARTOW AV
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	0111233 / 2002-05-02
Facility ID:	0111233
Facility Type:	ER
DER Facility ID:	135336
Site ID:	160249
DEC Region:	2

SPILL NUMBER 0111233 (Continued) **S106001405**

Spill Cause:	Abandoned Drums
Spill Class:	C3
SWIS:	0301
Spill Date:	2002-02-26
Investigator:	JBVOUGHT
Referred To:	Not reported
Reported to Dept:	2002-02-26
CID:	281
Water Affected:	Not reported
Spill Source:	Unknown
Spill Notifier:	Local Agency
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2002-02-26
Spill Record Last Update:	2002-05-09
Spiller Name:	Not reported
Spiller Company:	UNKNOWN
Spiller Address:	Not reported
Spiller Company:	999
Contact Name:	CHRIS HAAS
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was VOUGHT No drum found. Spill closed."
Remarks:	"5 GALLON CONTAINER DISCOVERED AT ABOVE LOCATION. FIRE DEPT RESPONDING TO PACKAGE MATERIAL. DEP REQUESTING DEC PICKED MATERIAL UP."

All Materials:

Site ID:	160249
Operable Unit ID:	849766
Operable Unit:	01
Material ID:	528822
Material Code:	0022
Material Name:	waste oil/used oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	5.00
Units:	G
Recovered:	.00
Resource Affected:	Soil
Oxygenate:	Not reported

K58 **BARTOW AND EDISON ST** **NY Spills** **S102146718**
NE **BARTOW AND EDISON ST** **N/A**
< 1/8 **BRONX, NY**
0.093 mi.
490 ft. **Site 3 of 12 in cluster K**

Relative: **Higher**

Actual: **14 ft.**

SPILLS:

Name:	BARTOW AND EDISON ST
Address:	BARTOW AND EDISON ST
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	9304359 / 1993-12-21

BARTOW AND EDISON ST (Continued) **S102146718**

Facility ID:	9304359
Facility Type:	ER
DER Facility ID:	196289
Site ID:	238356
DEC Region:	2
Spill Cause:	Unknown
Spill Class:	C3
SWIS:	0301
Spill Date:	1993-07-07
Investigator:	MCTIBBE
Referred To:	Not reported
Reported to Dept:	1993-07-07
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Commercial/Industrial
Spill Notifier:	Other
Cleanup Ceased:	1993-12-21
Cleanup Meets Std:	True
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	1993-07-16
Spill Record Last Update:	2004-02-17
Spiller Name:	Not reported
Spiller Company:	NY TEL
Spiller Address:	Not reported
Spiller Company:	001
Contact Name:	Not reported
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was TIBBE SEE FILE. SEE ALSO 91-09372."
Remarks:	"LESICON TO PUMP TANK. ANOTHER CONTRACTOR TO INVESTIGATE."

All Materials:

Site ID:	238356
Operable Unit ID:	985966
Operable Unit:	01
Material ID:	397872
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	50.00
Units:	G
Recovered:	.00
Resource Affected:	Soil
Oxygenate:	Not reported

K59 **SPILL NUMBER 0202037** **NY Spills** **S106003953**
NE **EDISON AV/BARTOW AV** **N/A**
< 1/8 **BRONX, NY**
0.093 mi.
490 ft. **Site 4 of 12 in cluster K**

Relative: **Higher**

Actual: **14 ft.**

SPILLS:

Name:	SPILL NUMBER 0202037
Address:	EDISON AV/BARTOW AV
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	0202037 / 2002-06-18
Facility ID:	0202037
Facility Type:	ER
DER Facility ID:	135336
Site ID:	160250
DEC Region:	2
Spill Cause:	Unknown
Spill Class:	C4
SWIS:	0301
Spill Date:	2002-05-27
Investigator:	KMFOLEY
Referred To:	Not reported
Reported to Dept:	2002-05-27
CID:	281
Water Affected:	Not reported
Spill Source:	Unknown
Spill Notifier:	Affected Persons
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2002-05-27
Spill Record Last Update:	2002-06-18
Spiller Name:	Not reported
Spiller Company:	UNKNOWN
Spiller Address:	Not reported
Spiller Company:	999
Contact Name:	SEAN MCKEEVER
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was FOLEY Con Ed e2mis #143012: Entered by Meyer 5/27/02 Heesemann called the Gas ERC and reported that a Bronx ERF crew excavated to re-grade main valve #5330 and found soil that may be contaminated with gasoline or oil. There is a Gas Station in the area and this is being considered a 3rd party spill. The removed soil was double bagged and placed in a 55-gallon drum. The total weight of the drum and debris is less than 220 lbs. The drum will be taken to Bruckner and left there pending analysis by the Chem. Lab. Andrea Schmitz was notified @ 10:19 and she will make arrangements with the Chem. Lab for testing. The excavation over the main valve will be covered with a steel plate. The spill did not enter sewers or waterways. There was no smoke or fire. Clean up was completed at 11:05. DEP Haas on location @ 12:23 Update: On 11-JUNE-2002, at 07:15 ERF mechanics J.

SPILL NUMBER 0202037 (Continued) **S106003953**

Martens (#49887) and J. Smith
(#03586) notified Gas EH&S V. Sorvillo (#84170) that the main valve box they were excavating on
27-MAY-2002 contained free flowing oil product. After the crew removed the oily soil from the
chimney of the main valve box they saw oil at the bottom. They were unable to determine the amount
of oil since they could not determine how far down the chimney of the main valve box extended. ERT
was notified of this new discovery. 6/12/02: NOTE: SPILL REFERRED TO TIM DEMEO FOR FOLLOW UP. (JHO)
Site inspection by DEMEO, gas stations on both corners were inspected. No obvious signs of recent
spill. Monitoring wells on both gas station properties were inspected and found to be clean. Based
on visual observations it appears that the impacts to Con Edison manhole were caused by a street
spill, possibly a tractor trailer or city bus. Spill closed."

Remarks: "CON ED WERE AT ABOVE LOCATION REGRADING AND ABOVE MATERIAL WAS DISCOVERED IN SOIL. APPROX. 220 LBS OF SOIL AND DEBRIS HAVE BEEN EXCAVATED. CON ED # 143012."

All Materials:

Site ID:	160250
Operable Unit ID:	855077
Operable Unit:	01
Material ID:	523445
Material Code:	0066A
Material Name:	unknown petroleum
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Resource Affected:	Soil
Oxygenate:	Not reported

K60 **BARTOW AVE NEAR BAY PLAZA** **NY Spills** **S102102719**
NE **BARTOW AVE NEAR BAY PLAZA** **N/A**
< 1/8 **CO-OP CITY, NY**
0.093 mi.
490 ft. **Site 5 of 12 in cluster K**

Relative: **Higher**
Actual: **14 ft.**

SPILLS:

Name:	BARTOW AVE NEAR BAY PLAZA
Address:	BARTOW AVE NEAR BAY PLAZA
City,State,Zip:	CO-OP CITY, NY
Spill Number/Closed Date:	9200415 / 1992-04-10
Facility ID:	9200415
Facility Type:	ER
DER Facility ID:	58708
Site ID:	60094
DEC Region:	2
Spill Cause:	Unknown
Spill Class:	D4
SWIS:	0301
Spill Date:	1992-04-10

BARTOW AVE NEAR BAY PLAZA (Continued) **S102102719**

Investigator:	SIGONA
Referred To:	Not reported
Reported to Dept:	1992-04-10
CID:	Not reported
Water Affected:	HUTCH
Spill Source:	Unknown
Spill Notifier:	Citizen
Cleanup Ceased:	1992-04-10
Cleanup Meets Std:	True
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	1992-04-16
Spill Record Last Update:	1992-04-16
Spiller Name:	Not reported
Spiller Company:	Not reported
Spiller Address:	Not reported
Spiller Company:	001
Contact Name:	Not reported
DEC Memo:	""
Remarks:	""

All Materials:

Site ID:	60094
Operable Unit ID:	967644
Operable Unit:	01
Material ID:	415216
Material Code:	0008
Material Name:	diesel
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	-1.00
Units:	Not reported
Recovered:	.00
Resource Affected:	Surface Water
Oxygenate:	Not reported

K61 **EDISON & BARTOW/GRASS LOT** **NY Spills** **S102141439**
NE **EDISON & BARTOW AVES** **N/A**
< 1/8 **BRONX, NY**
0.093 mi.
490 ft. **Site 6 of 12 in cluster K**

Relative:
Higher

Actual:
14 ft.

SPILLS:

Name:	EDISON & BARTOW/GRASS LOT
Address:	EDISON & BARTOW AVES
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	9108644 / 1991-11-13
Facility ID:	9108644
Facility Type:	ER
DER Facility ID:	190060
Site ID:	230625
DEC Region:	2
Spill Cause:	Deliberate
Spill Class:	Not reported
SWIS:	0301

EDISON & BARTOW/GRASS LOT (Continued) **S102141439**

Spill Date:	1991-11-13
Investigator:	WILSON
Referred To:	Not reported
Reported to Dept:	1991-11-13
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Institutional, Educational, Gov., Other
Spill Notifier:	Local Agency
Cleanup Ceased:	1991-11-13
Cleanup Meets Std:	True
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	1991-11-21
Spill Record Last Update:	1991-12-06
Spiller Name:	Not reported
Spiller Company:	NYCTA
Spiller Address:	Not reported
Spiller Company:	999
Contact Name:	Not reported
DEC Memo:	""
Remarks:	"REFERRED TO LAW ENFORCEMENT"

All Materials:

Site ID:	230625
Operable Unit ID:	958929
Operable Unit:	01
Material ID:	420773
Material Code:	0022
Material Name:	waste oil/used oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	-1.00
Units:	G
Recovered:	.00
Resource Affected:	Soil
Oxygenate:	Not reported

K62 **GUNHILL DEPOT** **NY Spills** **S106384567**
NE **EDSON & BARTOW** **N/A**
< 1/8 **BRONX, NY**
0.093 mi.
490 ft. **Site 7 of 12 in cluster K**

Relative:
Higher

Actual:
14 ft.

SPILLS:

Name:	GUNHILL DEPOT
Address:	EDSON & BARTOW
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	0400110 / 2004-04-19
Facility ID:	0400110
Facility Type:	ER
DER Facility ID:	138514
Site ID:	164262
DEC Region:	2
Spill Cause:	Equipment Failure
Spill Class:	C4

GUNHILL DEPOT (Continued) **S106384567**

SWIS:	0301
Spill Date:	2004-04-04
Investigator:	MCTIBBE
Referred To:	Not reported
Reported to Dept:	2004-04-04
CID:	71
Water Affected:	Not reported
Spill Source:	Commercial/Industrial
Spill Notifier:	Responsible Party
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2004-04-04
Spill Record Last Update:	2005-04-13
Spiller Name:	JOSEPHINE BROWN
Spiller Company:	GUNHILL DEPOT
Spiller Address:	EDSON & BARTOW
Spiller Company:	001
Contact Name:	JOSEPHINE BROWN
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was TIBBE 04/19/04: Damaged filter on a haeating unit. Stopped spill by closing feed valve. NYCT contained and cleaned. Heating unit repiared. "
Remarks:	"Fuel dravol line failed causing leak of 20 gallons, all contained on concrete. Clean-up in progress. \\ "

All Materials:

Site ID:	164262
Operable Unit ID:	884554
Operable Unit:	01
Material ID:	494898
Material Code:	0008
Material Name:	diesel
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	20.00
Units:	G
Recovered:	.00
Resource Affected:	Soil
Oxygenate:	Not reported

J63 **1773 GUNHILL ROAD** **NY LTANKS S102619071**
South **1773 GUNHILL ROAD** **NY Spills N/A**
< 1/8 **BRONX, NY**
0.095 mi.
499 ft. **Site 3 of 7 in cluster J**

Relative: **Higher**

Actual: **12 ft.**

LTANKS:

Name:	GAS STATION
Address:	1773 GUNHILL RD
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	9109749 / 2004-04-09
Facility ID:	9109749

1773 GUNHILL ROAD (Continued) **S102619071**

Site ID:	124605
Spill Date:	1991-12-12
Spill Cause:	Tank Test Failure
Spill Source:	Institutional, Educational, Gov., Other
Spill Class:	D4
Cleanup Ceased:	Not reported
SWIS:	0301
Investigator:	MCTIBBE
Referred To:	Not reported
Reported to Dept:	1991-12-12
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	True
Remediation Phase:	0
Date Entered In Computer:	1992-01-06
Spill Record Last Update:	2012-08-03
Spiller Name:	Not reported
Spiller Company:	Not reported
Spiller Address:	Not reported
Spiller County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	107892
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was TIBBE 11/21/94: REASSIGNED FROM SIGONA TO ZHITOMIRSKY ON 11/21/94. TRANSFERED FROM HALE TO TIBBE ON 12/28/00. ABANDONED TANK FOUND. TANK TESTED, MINOR LEAK IN PIPING. TANK CLOSED IN PLACE. Refer to 9501679. RP originally listed as NYCTA. According to NYCT, they never owned the property. They tested that tanks because they were going to buy the property, but decided not to because of the problem with the tanks. There is no PBS for this location. The NYC Tax Database in 2004 shows the owner as Monro Muffler Brake Inc, 200 Hollender Parkway, Rochester, NY 14615. 08/03/12-Hiralkumar Patel. reviewed NYC DOB record and property tax map database and confirmed that Monro Muffler Brake Inc. owned property 1733 E Gunhill Road (Block : 4806/Lot : 1, aka 1731-1735 E Gunhill Road) and not the subject site (1773 E Gunhill Road) where gasoline tanks were found. as per the original spill report (see e-docs), the subject site is located near the NYCTA's Gunhill Road Bus Depot. also, tanks were abandoned 15-20 years ago."
Remarks:	""

All TTF:

Facility ID:	9109749
Spill Number:	9109749
Spill Tank Test:	1539418
Site ID:	124605
Tank Number:	Not reported
Tank Size:	0
Material:	0008
EPA UST:	Not reported
UST:	Not reported

1773 GUNHILL ROAD (Continued) **S102619071**

Cause:	Not reported
Source:	Not reported
Test Method:	00
Test Method 2:	Unknown
Leak Rate:	.00
Gross Fail:	Not reported
Modified By:	Spills
Last Modified Date:	Not reported

All Materials:

Site ID:	124605
Operable Unit ID:	963504
Operable Unit:	01
Material ID:	418338
Material Code:	0008
Material Name:	diesel
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	-1.00
Units:	G
Recovered:	.00
Resource Affected:	Soil
Oxygenate:	Not reported

SPILLS:

Name:	1773 GUNHILL ROAD
Address:	1773 GUNHILL ROAD
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	9501679 / 2012-08-09
Facility ID:	9501679
Facility Type:	ER
DER Facility ID:	195516
Site ID:	237379
DEC Region:	2
Spill Cause:	Unknown
Spill Class:	C3
SWIS:	0301
Spill Date:	1995-05-10
Investigator:	HRPATEL
Referred To:	Not reported
Reported to Dept:	1995-05-10
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Unknown
Spill Notifier:	Responsible Party
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	True
Remediation Phase:	0
Date Entered In Computer:	1995-05-19
Spill Record Last Update:	2012-08-09
Spiller Name:	Not reported
Spiller Company:	SAME

1773 GUNHILL ROAD (Continued) **S102619071**

Spiller Address: Not reported
Spiller Company: 001
Contact Name: Not reported
DEC Memo: "Prior to Sept, 2004 data translation this spill Lead_DEC Field was TIBBE see also 9109749. PM changed to S. Benjamin on 6/15/2005 Unable to determine location of spill or owner of property. Field recon needed. Appears that addtional investigatory work is needed, unless information can be supplied by owner/operator 3/2006- File sent to region 2 for followup Spill transferred back to R-2 3/7/08 - Austin - Assigned to Ketani for further investigation - end 8/18/08 - Raphael Ketani. The case is being prepared for transfer due to a case realignment within the unit. I didn't have a chance to reactivate this case nor investigate it before the case realignment. The case file and any E-docs should be reviewed. The ownership should be investigated. A CSL needs to be sent to the owner(s) and a site visit seems warranted. 10/31/11-Hiralkumar Patel. case transferred from DEC Hasan to DEC Patel. visited area, but could not locate the subject site. 08/03/12-Hiralkumar Patel. searched NYC DOB and property tax map databases, but could not locate the site. no PBS record for 1773 E Gunhill Road. another spill # 9109749 reported on 12/12/1991 due to tank test failure. found report in file for spill # 9109749. abstract of report: - report dated Jan. 1992 - NYCTA owns property (see notes below from spill # 9109749) which was formerly used as a taxi stand/gasoline fill station - two 550 gal gasoline USTs encased in concrete - both tanks tested with water - technician noted that both of the tanks were full of water prior to initiating the tightness tests - while testing tank #1, water was seen flowing from a ruptured suction line and vent line - tank #1 was isolated and tested which passed - tank #1 (north side) passed the test, but tank #2 (south side) failed the test - tanks were cleaned and abandoned with concrete slurry - a soil sample taken approx. 7 ft bg adjacent to the side of tank #2 and analyzed for TPH and BTEX - BTEX was not detected - found 35.6 ppm of TPH as per notes from spill #: 9109749: RP originally listed as NYCTA. According to NYCT, they never owned the property. They tested that tanks because they were going to buy the property, but decided not to because of the problem with the tanks. as per the original spill report for 9109749, the subject site is located near the NYCTA's Gunhill Road Bus Depot. also, tanks were abandoned 15-20 years ago (means probably in 1970s). as per fax from The Franklin Company dated 02/03/04, abandoned service station was located east of existing ball field and a club. based on available information, the subject site could be part of Block 4804/Lot 100.

1773 GUNHILL ROAD (Continued) **S102619071**

08/09/12-Hiralkumar Patel. after discussing with DEC Austin, case closed based on following: -
tanks were full of water, possibly filled in 1970s - tanks only tested and abandoned with concrete
slurry in 1991-1992 - soil sample collected at 7 ft depth next to south tank (which failed the
test) and no contamination detected in sample - lack of further information"

Remarks: "CALLER IS CONTRACTOR REMOVING TANKS AND NOTICED A GASOLINE SMELL IN DIRT AROUND THE REMOVED TANKS."

All Materials:

Site ID:	237379
Operable Unit ID:	1016060
Operable Unit:	01
Material ID:	366751
Material Code:	0009
Material Name:	gasoline
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	-1.00
Units:	G
Recovered:	.00
Resource Affected:	Soil
Oxygenate:	Not reported

K64 **BARTOW AVE & EDISON AVE.** **NY Spills** **S102147327**
NE **BARTOW AVE / EDISON AVE** **N/A**
< 1/8 **BRONX, NY**
0.107 mi.
567 ft. **Site 8 of 12 in cluster K**

Relative: **Higher**

Actual: **14 ft.**

SPILLS:

Name:	BARTOW AVE & EDISON AVE.
Address:	BARTOW AVE / EDISON AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	9310112 / 2005-10-31
Facility ID:	9310112
Facility Type:	ER
DER Facility ID:	127395
Site ID:	149793
DEC Region:	2
Spill Cause:	Unknown
Spill Class:	C3
SWIS:	0301
Spill Date:	1993-11-19
Investigator:	JTPECK
Referred To:	Not reported
Reported to Dept:	1993-11-19
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Unknown
Spill Notifier:	Affected Persons
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False

BARTOW AVE & EDISON AVE. (Continued) **S102147327**

UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	1993-11-22
Spill Record Last Update:	2005-10-31
Spiller Name:	Not reported
Spiller Company:	UNK
Spiller Address:	Not reported
Spiller Company:	999
Contact Name:	Not reported
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was ROMMEL 4/12/04-Vought-Spill transferred from Tibbe to Rommel as per Rommel. This Spill case is closed and consolidated under another open spill case for the same site #9510442."
Remarks:	"DIGGING MANHOLE COVER DOWN 7' FOUND GASOLINE. 3:30 CLEAN UP CONTRACTOR SHOULD BE SHOWING UP. CLEAN HARBORS, INC."

All Materials:

Site ID:	149793
Operable Unit ID:	989079
Operable Unit:	01
Material ID:	392746
Material Code:	0009
Material Name:	gasoline
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	L
Recovered:	.00
Resource Affected:	Soil
Oxygenate:	Not reported

K65 **NYC DEP** **RCRA NonGen / NLR** **1009218069**
NE **BARTOW AVE & NEW ENGLAND THWY** **NY MANIFEST** **NYP003662517**
< 1/8 **BRONX, NY 10469**
0.110 mi.
582 ft. **Site 9 of 12 in cluster K**

Relative: **Higher**
Actual: **13 ft.**

RCRA Listings:

Date Form Received by Agency:		20060223
Handler Name:	NYC DEP	
Handler Address:		BARTOW AVE & NEW ENGLAND THWY
Handler City,State,Zip:		BRONX, NY 10469
EPA ID:		NYP003662517
Contact Name:		JOANNE NURSE
Contact Address:		JUNCTION BLVD
Contact City,State,Zip:		FLUSHING, NY 11373
Contact Telephone:		718-595-4675
Contact Fax:		Not reported
Contact Email:		Not reported
Contact Title:		Not reported
EPA Region:		02
Land Type:		Not reported
Federal Waste Generator Description:		Not a generator, verified
Non-Notifier:		Not reported
Biennial Report Cycle:		Not reported
Accessibility:		Not reported

NYC DEP (Continued) **1009218069**

Active Site Indicator:		Not reported
State District Owner:		NY
State District:		NYSDEC R2
Mailing Address:		JUNCTION BLVD
Mailing City,State,Zip:		FLUSHING, NY 11373
Owner Name:	Not reported	
Owner Type:		Not reported
Operator Name:	Not reported	
Operator Type:		Not reported
Short-Term Generator Activity:		No
Importer Activity:		No
Mixed Waste Generator:		No
Transporter Activity:		No
Transfer Facility Activity:		No
Recycler Activity with Storage:		No
Small Quantity On-Site Burner Exemption:		No
Smelting Melting and Refining Furnace Exemption:		No
Underground Injection Control:		No
Off-Site Waste Receipt:		No
Universal Waste Indicator:		No
Universal Waste Destination Facility:		No
Federal Universal Waste:		No
Active Site Fed-Reg Treatment Storage and Disposal Facility:		Not reported
Active Site Converter Treatment storage and Disposal Facility:		Not reported
Active Site State-Reg Treatment Storage and Disposal Facility:		Not reported
Active Site State-Reg Handler:		---
Federal Facility Indicator:		Not reported
Hazardous Secondary Material Indicator:		NN
Sub-Part K Indicator:		Not reported
Commercial TSD Indicator:		No
Treatment Storage and Disposal Type:		Not reported
2018 GPRA Permit Baseline:		Not on the Baseline
2018 GPRA Renewals Baseline:		Not on the Baseline
Permit Renewals Workload Universe:		Not reported
Permit Workload Universe:		Not reported
Permit Progress Universe:		Not reported
Post-Closure Workload Universe:		Not reported
Closure Workload Universe:		Not reported
202 GPRA Corrective Action Baseline:		No
Corrective Action Workload Universe:		No
Subject to Corrective Action Universe:		No
Non-TSDFs Where RCRA CA has Been Imposed Universe:		No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:		No
TSDFs Only Subject to CA under Discretionary Auth Universe:		No
Corrective Action Priority Ranking:		No NCAPS ranking
Environmental Control Indicator:		No
Institutional Control Indicator:		No
Human Exposure Controls Indicator:		N/A
Groundwater Controls Indicator:		N/A
Operating TSDF Universe:		Not reported
Full Enforcement Universe:		Not reported
Significant Non-Complier Universe:		No
Unaddressed Significant Non-Complier Universe:		No
Addressed Significant Non-Complier Universe:		No
Significant Non-Complier With a Compliance Schedule Universe:		No
Financial Assurance Required:	Not reported	
Handler Date of Last Change:		20150414

NYC DEP (Continued) **1009218069**

Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No
Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	Not reported
Manifest Broker:	Not reported
Sub-Part P Indicator:	No

Historic Generators:

Receive Date:	20051221
Handler Name: NYC DEP	
Federal Waste Generator Description:	Small Quantity Generator
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

Receive Date:	20060221
Handler Name: NYC DEP	
Federal Waste Generator Description:	Not a generator, verified
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

Receive Date:	20060222
Handler Name: NYC DEP	
Federal Waste Generator Description:	Not a generator, verified
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

Receive Date:	20060223
Handler Name: NYC DEP	
Federal Waste Generator Description:	Not a generator, verified
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No

NYC DEP (Continued) **1009218069**

Spent Lead Acid Battery Exporter: No
Current Record: Yes
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:
NAICS Codes: No NAICS Codes Found

Facility Has Received Notices of Violations:
Violations: No Violations Found

Evaluation Action Summary:
Evaluations: No Evaluations Found

NY MANIFEST:
Name: NYC DEP
Address: BARTOW AVE & NEW ENGLAND THWY
City,State,Zip: BRONX, NY 10469
Country: USA
EPA ID: NYP003662517
Facility Status: Not reported
Location Address 1: C/O BARTOW & EXPWY I-95
Code: BP
Location Address 2: Not reported
Total Tanks: Not reported
Location City: BRONX
Location State: NY
Location Zip: Not reported
Location Zip 4: Not reported

NY MANIFEST:
EPAID: NYP003662517
Mailing Name: NYC DEP
Mailing Contact: N/S
Mailing Address 1: 96-05 HORACE HARDING EXPWY
Mailing Address 2: Not reported
Mailing City: CORONA
Mailing State: NY
Mailing Zip: 11368
Mailing Zip 4: Not reported
Mailing Country: USA
Mailing Phone: 7185954784

J66 **1770 E GUNHILL RD SERVICE STN*** **EDR Hist Auto** **1020438424**
South **1770 E GUN HILL RD** **N/A**
< 1/8 **BRONX, NY 10468**
0.111 mi.
584 ft. **Site 4 of 7 in cluster J**

Relative: EDR Hist Auto
Higher

Actual:
14 ft.

Year:	Name:	Type:
1971	MC COMBS RAYMOND J JOS GENZARD	Gasoline Service Stations
1972	MC COMBS R J & BERTHA KENNETH*	Gasoline Service Stations

1770 E GUNHILL RD SERVICE STN* (Continued) **1020438424**

1973	MC COMBS R J & BERTHA KENNETH*	Gasoline Service Stations
1974	MC COMBS R J & BERTHA KENNETH*	Gasoline Service Stations
1976	1770 E GUNHILL RD SERVICE STN*	Gasoline Service Stations
1977	1770 E GUNHILL RD SERVICE STN*	Gasoline Service Stations
1978	1770 E GUNHILL RD SERVICE STN*	Gasoline Service Stations
1979	1770 E GUNHILL RD SERVICE STN*	Gasoline Service Stations
1980	1770 E GUNHILL RD SERVICE STN*	Gasoline Service Stations
1982	1770 E GUNHILL RD SERVICE STN*	Gasoline Service Stations
1983	1770 E GUNHILL RD SERVICE STN*	Gasoline Service Stations

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J67 **SERVICE STATION** **RCRA NonGen / NLR** **1000432420**
South **1770 E GUN HILL RD** **FINDS** **NYD000697912**
< 1/8 **BRONX, NY 10469** **ECHO**
0.111 mi.
584 ft. **Site 5 of 7 in cluster J**

Relative: **Higher**

Actual: **14 ft.**

RCRA Listings:

Date Form Received by Agency:		20070101
Handler Name:	SERVICE STATION	
Handler Address:		1770 E GUN HILL RD
Handler City,State,Zip:		BRONX, NY 10469-6011
EPA ID:		NYD000697912
Contact Name:		Not reported
Contact Address:		E GUN HILL RD
Contact City,State,Zip:		BRONX, NY 10469
Contact Telephone:		Not reported
Contact Fax:		Not reported
Contact Email:		Not reported
Contact Title:		Not reported
EPA Region:		02
Land Type:		Not reported
Federal Waste Generator Description:		Not a generator, verified
Non-Notifier:		Not reported
Biennial Report Cycle:		Not reported
Accessibility:		Not reported
Active Site Indicator:		Not reported
State District Owner:		NY
State District:		NYSDEC R2
Mailing Address:		E GUN HILL RD
Mailing City,State,Zip:		BRONX, NY 10469
Owner Name:	E GUN HILL S/S INC	
Owner Type:		Private
Operator Name:	E GUN HILL S/S INC	
Operator Type:		Private
Short-Term Generator Activity:		No
Importer Activity:		No
Mixed Waste Generator:		No
Transporter Activity:		No
Transfer Facility Activity:		No
Recycler Activity with Storage:		No
Small Quantity On-Site Burner Exemption:		No
Smelting Melting and Refining Furnace Exemption:		No
Underground Injection Control:		No
Off-Site Waste Receipt:		No
Universal Waste Indicator:		No
Universal Waste Destination Facility:		No
Federal Universal Waste:		No
Active Site Fed-Reg Treatment Storage and Disposal Facility:		Not reported

SERVICE STATION (Continued) **1000432420**

Active Site Converter Treatment storage and Disposal Facility:	Not reported
Active Site State-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site State-Reg Handler:	---
Federal Facility Indicator:	Not reported
Hazardous Secondary Material Indicator:	N
Sub-Part K Indicator:	Not reported
Commercial TSD Indicator:	No
Treatment Storage and Disposal Type:	Not reported
2018 GPRA Permit Baseline:	Not on the Baseline
2018 GPRA Renewals Baseline:	Not on the Baseline
Permit Renewals Workload Universe:	Not reported
Permit Workload Universe:	Not reported
Permit Progress Universe:	Not reported
Post-Closure Workload Universe:	Not reported
Closure Workload Universe:	Not reported
202 GPRA Corrective Action Baseline:	No
Corrective Action Workload Universe:	No
Subject to Corrective Action Universe:	No
Non-TSDFs Where RCRA CA has Been Imposed Universe:	No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:	No
TSDFs Only Subject to CA under Discretionary Auth Universe:	No
Corrective Action Priority Ranking:	No NCAPS ranking
Environmental Control Indicator:	No
Institutional Control Indicator:	No
Human Exposure Controls Indicator:	N/A
Groundwater Controls Indicator:	N/A
Operating TSDF Universe:	Not reported
Full Enforcement Universe:	Not reported
Significant Non-Complier Universe:	No
Unaddressed Significant Non-Complier Universe:	No
Addressed Significant Non-Complier Universe:	No
Significant Non-Complier With a Compliance Schedule Universe:	No
Financial Assurance Required: Not reported	
Handler Date of Last Change:	20150414
Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No
Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	No
Manifest Broker:	No
Sub-Part P Indicator:	No

Hazardous Waste Summary:

Waste Code:	D000
Waste Description:	Not Defined
Waste Code:	D001
Waste Description:	IGNITABLE WASTE

Handler - Owner Operator:

Owner/Operator Indicator:	Owner
Owner/Operator Name: E GUN HILL S/S INC	
Legal Status:	Private
Date Became Current:	Not reported
Date Ended Current:	Not reported

SERVICE STATION (Continued) **1000432420**

Owner/Operator Address: NOT REQUIRED
Owner/Operator City,State,Zip: NOT REQUIRED, WY 99999
Owner/Operator Telephone: 212-555-1212
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner
Owner/Operator Name: E GUN HILL S/S INC
Legal Status: Private
Date Became Current: Not reported
Date Ended Current: Not reported
Owner/Operator Address: NOT REQUIRED
Owner/Operator City,State,Zip: NOT REQUIRED, WY 99999
Owner/Operator Telephone: 212-555-1212
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Operator
Owner/Operator Name: E GUN HILL S/S INC
Legal Status: Private
Date Became Current: Not reported
Date Ended Current: Not reported
Owner/Operator Address: NOT REQUIRED
Owner/Operator City,State,Zip: NOT REQUIRED, WY 99999
Owner/Operator Telephone: 212-555-1212
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Historic Generators:
Receive Date: 19990708
Handler Name: SERVICE STATION
Federal Waste Generator Description: Not a generator, verified
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 20060101
Handler Name: SERVICE STATION
Federal Waste Generator Description: Not a generator, verified
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

SERVICE STATION (Continued) **1000432420**

Receive Date:	20070101
Handler Name: SERVICE STATION	
Federal Waste Generator Description:	Not a generator, verified
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	Yes
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

Receive Date:	19800818
Handler Name: SERVICE STATION	
Federal Waste Generator Description:	Large Quantity Generator
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

List of NAICS Codes and Descriptions:
NAICS Codes: No NAICS Codes Found

Facility Has Received Notices of Violations:
Violations: No Violations Found

Evaluation Action Summary:
Evaluations: No Evaluations Found

FINDS:
Registry ID: 110004327844

Click Here for FRS Facility Detail Report:

Environmental Interest/Information System:
RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.
FIS (New York - Facility Information System) is New York's Department of Environmental Conservation (DEC) information system for tracking environmental facility information found across the State.

Click this hyperlink while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

ECHO:

SERVICE STATION (Continued) **1000432420**

Envid:	1000432420
Registry ID:	110004327844
DFR URL:	http://echo.epa.gov/detailed-facility-report?fid=110004327844
Name:	SERVICE STATION
Address:	1770 E GUN HILL RD
City,State,Zip:	BRONX, NY 10469

J68 **LOT 1,TAXBLOCK 4494** **NY E DESIGNATION** **S108078354**
South **1770 EAST GUN HILL ROAD** **N/A**
< 1/8 **BRONX, NY**
0.111 mi.
584 ft. **Site 6 of 7 in cluster J**

Relative: **Higher**
Actual: **14 ft.**

E DESIGNATION:

Name:	LOT 1,TAXBLOCK 4494
Address:	1770 EAST GUN HILL ROAD
City,State,Zip:	BRONX, NY
Tax Lot(s):	1
Tax Block:	4494
Borough Code:	Not reported
E-No:	E-69
Effective Date:	12/20/1995
Satisfaction Date:	Not reported
Ceqr Number:	95DCP051X
Ulurp Number:	950439 ZMX950439 ZMX
Zoning Map No:	4a
Description:	Underground Gasoline Storage Tanks* Testing Protocol.
Lot Remediation Date:	Not reported

J69 **SHOPPING CENTER** **NY Spills** **S106967746**
South **1770 -1778 EAST GUNHILL RD** **N/A**
< 1/8 **BRONX, NY**
0.111 mi.
584 ft. **Site 7 of 7 in cluster J**

Relative: **Higher**
Actual: **14 ft.**

SPILLS:

Name:	SHOPPING CENTER
Address:	1770 -1778 EAST GUNHILL RD
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	0501501 / 2006-06-26
Facility ID:	0501501
Facility Type:	ER
DER Facility ID:	291900
Site ID:	345666
DEC Region:	2
Spill Cause:	Other
Spill Class:	C4
SWIS:	0301
Spill Date:	2005-04-28
Investigator:	SFRAHMAN
Referred To:	Not reported
Reported to Dept:	2005-05-06
CID:	444
Water Affected:	Not reported
Spill Source:	Institutional, Educational, Gov., Other

SHOPPING CENTER (Continued) **S106967746**

Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2005-05-06
Spill Record Last Update:	2007-10-15
Spiller Name:	STEPHEN GRENS
Spiller Company:	SHOPPING CENTER
Spiller Address:	1770 -1778 EAST GUNHIL RO
Spiller Company:	001
Contact Name:	STEPHEN GRENS
DEC Memo:	"10.14.05-Sharif spoke with Stephens, AKRF, cell:914-806-5650 for land lord's info. A CSL was sent to Vornado Gunhill Road LLC, 888 7th Avenue, New York, NY 10019. 03/13/06 Sharif Rahman- Left a messege to Roux Associates(631-232-2600),Marty Kroll's voice mail regarding the tank removal.Later on he called me back to say they will be removing three UST in the week of March 27'06 and plan to install monitoring wells at the site. 06/20/06 Sharif Rahman- Three 5000 gallons USTs, half full of a gasoline/water mixture were removed from the site.Four end point samples were taken from the four side walls and three monitoring wells were also installed at the site.Level of VOCs in the soil samples are below TAGM limit.Ground water sample came back with minor exceedance for Benzene(8.7 Ug/L), MTBE(20 ug/L).Given the removal of the source of the impact, Roux Associate recommends re-sampling the three GW monitoring wells at six months and 12 months.Spill is closed considering presence of negligible amount of contamination."
Remarks:	"DURING SOIL TESTING FOUND CONTAMINATION:"

All Materials:

Site ID:	345666
Operable Unit ID:	1103382
Operable Unit:	01
Material ID:	583594
Material Code:	0066A
Material Name:	unknown petroleum
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	Not reported
Units:	G
Recovered:	.00
Resource Affected:	Groundwater
Oxygenate:	Not reported

K70 **SOUTH BOUND NE THRUWAY** **NY Spills** **S104788882**
NE **BARTHOW AV** **N/A**
< 1/8 **BRONX, NY**
0.122 mi.
644 ft. **Site 10 of 12 in cluster K**

Relative:
Higher

Actual:
17 ft.

SPILLS:

Name:	SOUTH BOUND NE THRUWAY
Address:	BARTHOW AV
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	0006320 / 2003-12-23
Facility ID:	0006320
Facility Type:	ER
DER Facility ID:	183247
Site ID:	221576
DEC Region:	2
Spill Cause:	Unknown
Spill Class:	C4
SWIS:	0301
Spill Date:	2000-08-28
Investigator:	JMROMMEL
Referred To:	Not reported
Reported to Dept:	2000-08-28
CID:	323
Water Affected:	Not reported
Spill Source:	Unknown
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2000-08-28
Spill Record Last Update:	2003-12-23
Spiller Name:	Not reported
Spiller Company:	UNKNOWN
Spiller Address:	Not reported
Spiller Company:	001
Contact Name:	OPERATOR 3
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was ROMMEL Martinkat spoke to FDNY and Sanitation who will mop up Rommel"
Remarks:	"no information from the caller."

All Materials:

Site ID:	221576
Operable Unit ID:	827332
Operable Unit:	01
Material ID:	547437
Material Code:	0066A
Material Name:	unknown petroleum
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Resource Affected:	Soil
Oxygenate:	Not reported

K71 **SPILL NUMBER 9807398** **NY Spills** **S104647873**
NE **BARTOW AVE/I-95 UNDERPASS** **N/A**
< 1/8 **BRONX, NY**
0.122 mi.
644 ft. **Site 11 of 12 in cluster K**

Relative:
Higher

Actual:
17 ft.

SPILLS:

Name:	SPILL NUMBER 9807398
Address:	BARTOW AVE/I-95 UNDERPASS
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	9807398 / 1998-10-14
Facility ID:	9807398
Facility Type:	ER
DER Facility ID:	172767
Site ID:	208222
DEC Region:	2
Spill Cause:	Equipment Failure
Spill Class:	C4
SWIS:	0301
Spill Date:	1998-09-16
Investigator:	TOMASELLO
Referred To:	Not reported
Reported to Dept:	1998-09-16
CID:	281
Water Affected:	Not reported
Spill Source:	Commercial Vehicle
Spill Notifier:	Fire Department
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	1998-09-16
Spill Record Last Update:	2002-05-14
Spiller Name:	Not reported
Spiller Company:	UNKNOWN
Spiller Address:	Not reported
Spiller Company:	999
Contact Name:	NYC FIRE
DEC Memo:	""
Remarks:	"FUEL TANK RUPTURED ON VEHICLE AT ABOVE LOCATION. MATERIAL HAS BEEN CONTAINED. FIRE DEPT ON SCENE. NYC FIRE DEPT HAZ-MAT UNIT ENROUTE TO SCENE FOR CLEAN-UP. NO CALL BACK REQUESTED."

All Materials:

Site ID:	208222
Operable Unit ID:	1068464
Operable Unit:	01
Material ID:	569357
Material Code:	0008
Material Name:	diesel
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	15.00
Units:	G
Recovered:	.00
Resource Affected:	Soil
Oxygenate:	Not reported

H72 **POLE 14815** **NY Spills** **S104789313**
NW **ARROW AV/WICKHAM AV** **N/A**
< 1/8 **BRONX, NY**
0.123 mi.
650 ft. **Site 2 of 2 in cluster H**

Relative: **Higher**

Actual: **36 ft.**

SPILLS:

Name:	POLE 14815
Address:	ARROW AV/WICKHAM AV
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	0006801 / 2002-08-23
Facility ID:	0006801
Facility Type:	ER
DER Facility ID:	208556
Site ID:	254635
DEC Region:	2
Spill Cause:	Unknown
Spill Class:	C4
SWIS:	0301
Spill Date:	2000-09-08
Investigator:	KMFOLEY
Referred To:	Not reported
Reported to Dept:	2000-09-08
CID:	323
Water Affected:	Not reported
Spill Source:	Commercial/Industrial
Spill Notifier:	Responsible Party
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2000-09-08
Spill Record Last Update:	2002-08-23
Spiller Name:	CALLER
Spiller Company:	CON ED
Spiller Address:	4 IRVING PLACE
Spiller Company:	001
Contact Name:	BILL MURPHY
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was FOLEY Con Ed e2mis #133285 Notes: 9-8-00 1pt oil leak from aerial joint at pole 14815. Affected area includes concrete, asphalt and grassy area under cable. Handling as 50-499ppm PCB. Crew dispatched to location to wrap leaking joint. Operating supervisor F. Massa reports that the cleanup at pole is complete. 1 plastic bag of debris was generated to complete cleanup. The sod was removed, sidewalk washed with detergent and dried with absorbant diapers. Waste will be transported to Van Nest and disposed of as hazardous waste. 23-JAN-2002 @ 21:00 Hrs Permanent repairs completed as of 12/11/01 per Engineering records."
Remarks:	"OVERHEAD CABLE JOINT FAOLED. CLEAN UP AS 50/499PPM. CON ED#133285"

All Materials:

Site ID:	254635
Operable Unit ID:	829634

POLE 14815 (Continued) **S104789313**

Operable Unit:	01
Material ID:	563304
Material Code:	0541A
Material Name:	dielectric fluid
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	1.00
Units:	G
Recovered:	.00
Resource Affected:	Soil
Oxygenate:	Not reported

K73 **BAY CHESTER AVE AND** **NY LTANKS** **S103479570**
NE **BARTOW STREET** **N/A**
1/8-1/4 **BRONX, NY**
0.132 mi.
695 ft. **Site 12 of 12 in cluster K**

Relative: LTANKS:
Higher

Name:	BAY CHESTER AVE AND
Address:	BARTOW STREET
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	9807399 / 2003-02-25
Facility ID:	9807399
Site ID:	216233
Spill Date:	1998-09-16
Spill Cause:	Tank Failure
Spill Source:	Commercial Vehicle
Spill Class:	C4
Cleanup Ceased:	Not reported
SWIS:	0301
Investigator:	TOMASELLO
Referred To:	Not reported
Reported to Dept:	1998-09-16
CID:	282
Water Affected:	Not reported
Spill Notifier:	Fire Department
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	1998-09-16
Spill Record Last Update:	2003-02-25
Spiller Name:	N/A
Spiller Company:	GLASS TRUCKING INCORP
Spiller Address:	N/A
Spiller County:	001
Spiller Contact:	CHIEF STEC
Spiller Phone:	(718) 430-0220
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	179024
DEC Memo:	""
Remarks:	"saddle tank leaked on the truck.20-30 gallons went into a storm sewer.fire dept on the scene containing the spill."

Actual:
17 ft.

BAY CHESTER AVE AND (Continued) **S103479570**

All Materials:

Site ID:	216233
Operable Unit ID:	1068466
Operable Unit:	01
Material ID:	318488
Material Code:	0008
Material Name:	diesel
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	80.00
Units:	G
Recovered:	.00
Resource Affected:	Sewer
Oxygenate:	Not reported

L74 **1665 GAS CORP** **NY UST** **U003128256**
West **1665 BARTOW AVENUE** **N/A**
1/8-1/4 **BRONX, NY 10469**
0.138 mi.
728 ft. **Site 1 of 5 in cluster L**

Relative: **Higher**

Actual: **58 ft.**

UST:

Name:	1665 GAS CORP
Address:	1665 BARTOW AVENUE
City,State,Zip:	BRONX, NY 10469
Id/Status:	2-601842 / Active
Program Type:	PBS
Region:	STATE
DEC Region:	2
Expiration Date:	08/13/2025
UTM X:	597874.31577
UTM Y:	4524623.10202
Site Type:	Retail Gasoline Sales

Affiliation Records:

Site Id:	23804
Affiliation Type:	Mail Contact
Company Name:	1665 GAS CORP.
Contact Type:	Not reported
Contact Name:	IRFAN HAMEED
Address1:	1665 BARTON AVENUE
Address2:	Not reported
City:	BRONX
State:	NY
Zip Code:	10469
Country Code:	001
Phone:	(917) 417-2773
EMail:	Not reported
Fax Number:	Not reported
Modified By:	ACDANIEL
Date Last Modified:	2020-07-01

Site Id:	23804
Affiliation Type:	Emergency Contact
Company Name:	BARTON HOLDING LLC
Contact Type:	Not reported
Contact Name:	IRFAN HAMEED

1665 GAS CORP (Continued) **U003128256**

Address1:	Not reported
Address2:	Not reported
City:	Not reported
State:	NN
Zip Code:	Not reported
Country Code:	999
Phone:	(917) 417-2773
EMail:	Not reported
Fax Number:	Not reported
Modified By:	MXLAY
Date Last Modified:	2016-12-21

Site Id:	23804
Affiliation Type:	Facility Operator
Company Name:	BARTON GAS CORP
Contact Type:	Not reported
Contact Name:	MUHAMMAD HAMEED
Address1:	Not reported
Address2:	Not reported
City:	Not reported
State:	NN
Zip Code:	Not reported
Country Code:	001
Phone:	(347) 945-3639
EMail:	Not reported
Fax Number:	Not reported
Modified By:	DAFRANCI
Date Last Modified:	2019-09-25

Site Id:	23804
Affiliation Type:	Facility Owner
Company Name:	BARTON HOLDING LLC
Contact Type:	OWNER
Contact Name:	MUHAMMAD HAMEED
Address1:	2801 TIEMANN AVE.
Address2:	Not reported
City:	BRONX
State:	NY
Zip Code:	10469
Country Code:	001
Phone:	(347) 843-0809
EMail:	Not reported
Fax Number:	Not reported
Modified By:	ACDANIEL
Date Last Modified:	2020-07-01

Tank Info:

Tank Number:	001
Tank ID:	48021
Tank Status:	In Service
Material Name:	In Service
Capacity Gallons:	4000
Install Date:	06/01/1994
Date Tank Closed:	Not reported
Registered:	True
Tank Location:	Underground

1665 GAS CORP (Continued) **U003128256**

Tank Type: Steel/carbon steel
Material Code: 2712
Common Name of Substance: Gasoline/Ethanol

Tightness Test Method: 21
Date Test: 07/02/2004
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

A00 - Tank Internal Protection - None
D01 - Pipe Type - Steel/Carbon Steel/Iron
H01 - Tank Leak Detection - Interstitial - Electronic Monitoring
B02 - Tank External Protection - Original Sacrificial Anode
E00 - Piping Secondary Containment - None
I02 - Overfill - High Level Alarm
K01 - Spill Prevention - Catch Basin
F02 - Pipe External Protection - Original Sacrificial Anode
L07 - Piping Leak Detection - Pressurized Piping Leak Detector
C02 - Pipe Location - Underground/On-ground
J02 - Dispenser - Suction Dispenser
G04 - Tank Secondary Containment - Double-Walled (Underground)

Tank Number: 002
Tank ID: 48022
Tank Status: In Service
Material Name: In Service
Capacity Gallons: 4000
Install Date: 06/01/1994
Date Tank Closed: Not reported
Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel
Material Code: 2712
Common Name of Substance: Gasoline/Ethanol

Tightness Test Method: 21
Date Test: 07/02/2004
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

G04 - Tank Secondary Containment - Double-Walled (Underground)
F02 - Pipe External Protection - Original Sacrificial Anode
L07 - Piping Leak Detection - Pressurized Piping Leak Detector
A00 - Tank Internal Protection - None
D01 - Pipe Type - Steel/Carbon Steel/Iron
H01 - Tank Leak Detection - Interstitial - Electronic Monitoring
L99 - Piping Leak Detection - Other
E00 - Piping Secondary Containment - None
I02 - Overfill - High Level Alarm
K01 - Spill Prevention - Catch Basin
B02 - Tank External Protection - Original Sacrificial Anode

1665 GAS CORP (Continued) **U003128256**

J01 - Dispenser - Pressurized Dispenser
C02 - Pipe Location - Underground/On-ground

Tank Number: 003
Tank ID: 48023
Tank Status: In Service
Material Name: In Service
Capacity Gallons: 4000
Install Date: 06/01/1994
Date Tank Closed: Not reported
Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel
Material Code: 0008
Common Name of Substance: Diesel

Tightness Test Method: 21
Date Test: 07/02/2004
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

I02 - Overfill - High Level Alarm
K01 - Spill Prevention - Catch Basin
E00 - Piping Secondary Containment - None
L99 - Piping Leak Detection - Other
H01 - Tank Leak Detection - Interstitial - Electronic Monitoring
A00 - Tank Internal Protection - None
D01 - Pipe Type - Steel/Carbon Steel/Iron
J01 - Dispenser - Pressurized Dispenser
B02 - Tank External Protection - Original Sacrificial Anode
G04 - Tank Secondary Containment - Double-Walled (Underground)
L07 - Piping Leak Detection - Pressurized Piping Leak Detector
F02 - Pipe External Protection - Original Sacrificial Anode
C02 - Pipe Location - Underground/On-ground

Tank Number: 004
Tank ID: 48024
Tank Status: In Service
Material Name: In Service
Capacity Gallons: 4000
Install Date: 06/01/1994
Date Tank Closed: Not reported
Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel
Material Code: 2712
Common Name of Substance: Gasoline/Ethanol

Tightness Test Method: 21
Date Test: 07/02/2004
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI

1665 GAS CORP (Continued) **U003128256**

Last Modified: 05/09/2022

Equipment Records:

E00 - Piping Secondary Containment - None
I02 - Overfill - High Level Alarm
K01 - Spill Prevention - Catch Basin
A00 - Tank Internal Protection - None
D01 - Pipe Type - Steel/Carbon Steel/Iron
B02 - Tank External Protection - Original Sacrificial Anode
J01 - Dispenser - Pressurized Dispenser
H01 - Tank Leak Detection - Interstitial - Electronic Monitoring
L99 - Piping Leak Detection - Other
F02 - Pipe External Protection - Original Sacrificial Anode
L07 - Piping Leak Detection - Pressurized Piping Leak Detector
C02 - Pipe Location - Underground/On-ground
G04 - Tank Secondary Containment - Double-Walled (Underground)

Tank Number: 005
Tank ID: 48025
Tank Status: In Service
Material Name: In Service
Capacity Gallons: 4000
Install Date: 06/01/1994
Date Tank Closed: Not reported
Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel
Material Code: 2712
Common Name of Substance: Gasoline/Ethanol

Tightness Test Method: 21
Date Test: 07/02/2004
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

G04 - Tank Secondary Containment - Double-Walled (Underground)
F02 - Pipe External Protection - Original Sacrificial Anode
L07 - Piping Leak Detection - Pressurized Piping Leak Detector
A00 - Tank Internal Protection - None
D01 - Pipe Type - Steel/Carbon Steel/Iron
H01 - Tank Leak Detection - Interstitial - Electronic Monitoring
E00 - Piping Secondary Containment - None
I02 - Overfill - High Level Alarm
K01 - Spill Prevention - Catch Basin
B02 - Tank External Protection - Original Sacrificial Anode
C02 - Pipe Location - Underground/On-ground
J02 - Dispenser - Suction Dispenser

L75 **MELLO & TONY AUTO REPAIR** **NY AST** **A100295013**
West **1665 BARTOW AVENUE** **N/A**
1/8-1/4 **BRONX, NY 10469**
0.138 mi.
728 ft. **Site 2 of 5 in cluster L**

Relative:
Higher

Actual:
58 ft.

AST:

Name:	MELLO & TONY AUTO REPAIR
Address:	1665 BARTOW AVENUE
City,State,Zip:	BRONX, NY 10469
Region:	STATE
DEC Region:	2
Site Status:	Active
Facility Id:	2-609998
Program Type:	PBS
UTM X:	597872.86670
UTM Y:	4524627.10268
Expiration Date:	08/10/2010
Site Type:	Other Wholesale/Retail Sales

Affiliation Records:

Site Id:	350850
Affiliation Type:	Facility Owner
Company Name:	HARDAYAL BRIDGNANAN & SURAS RAGONANDAN
Contact Type:	PRESIDENT
Contact Name:	HARDAYAL BRIDGNANIAN
Address1:	3183 BAISLEY AVE
Address2:	Not reported
City:	BRONX
State:	NY
Zip Code:	10467
Country Code:	001
Phone:	(718) 823-0043
EMail:	Not reported
Fax Number:	Not reported
Modified By:	NRLOMBAR
Date Last Modified:	2005-08-10

Site Id:	350850
Affiliation Type:	Mail Contact
Company Name:	MELLO & TONY AUTO REPAIR
Contact Type:	Not reported
Contact Name:	Not reported
Address1:	1665 BARTOW AVENUE
Address2:	Not reported
City:	BRONX
State:	NY
Zip Code:	10468
Country Code:	001
Phone:	(718) 379-8908
EMail:	Not reported
Fax Number:	Not reported
Modified By:	NRLOMBAR
Date Last Modified:	2005-08-10

Site Id:	350850
Affiliation Type:	Facility Operator
Company Name:	MELLO & TONY AUTO REPAIR
Contact Type:	Not reported
Contact Name:	HARDAYAL BRIDGNANAN

MELLO & TONY AUTO REPAIR (Continued) **A100295013**

Address1:	Not reported
Address2:	Not reported
City:	Not reported
State:	NN
Zip Code:	Not reported
Country Code:	001
Phone:	(718) 379-8908
EMail:	Not reported
Fax Number:	Not reported
Modified By:	NRLOMBAR
Date Last Modified:	2005-08-10

Site Id:	350850
Affiliation Type:	Emergency Contact
Company Name:	HARDAYAL BRIDGNANAN & SURAS RAGONANDAN
Contact Type:	Not reported
Contact Name:	SURAJ RAGONANDAN
Address1:	Not reported
Address2:	Not reported
City:	Not reported
State:	NN
Zip Code:	Not reported
Country Code:	001
Phone:	(718) 589-3732
EMail:	Not reported
Fax Number:	Not reported
Modified By:	NRLOMBAR
Date Last Modified:	2005-08-10

Tank Info:

Tank Number:	001
Tank Id:	207592
Material Code:	0022
Common Name of Substance:	Waste Oil/Used Oil

Equipment Records:

I99 - Overfill - Other
E00 - Piping Secondary Containment - None
K01 - Spill Prevention - Catch Basin
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
F00 - Pipe External Protection - None
H02 - Tank Leak Detection - Interstitial - Manual Monitoring
D00 - Pipe Type - No Piping
L00 - Piping Leak Detection - None
A00 - Tank Internal Protection - None
G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser

Tank Location:	Aboveground - contact with impervious barrier... Tank bottom rests on impervious barrier, allowing visual indication of leaks.
Tank Type:	Galvanized Steel Alloy
Tank Status:	In Service
Pipe Model:	Not reported
Install Date:	Not reported
Capacity Gallons:	50

MELLO & TONY AUTO REPAIR (Continued) **A100295013**

Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Date Tank Closed:	Not reported
Register:	True
Modified By:	MJGRIFFI
Last Modified:	05/09/2022
Material Name:	waste oil/used oil

---

76 **PERFECT CLEANERS** **RCRA NonGen / NLR** **1000228026**
SSE **1776 E GUN HILL RD** **FINDS** **NYD981874902**
1/8-1/4 **BRONX, NY 10469** **ECHO**
0.141 mi. **NY MANIFEST**
744 ft.

Relative: **Higher**

Actual: **12 ft.**

RCRA Listings:

Date Form Received by Agency:		20070101
Handler Name:	PERFECT CLEANERS	
Handler Address:		1776 E GUN HILL RD
Handler City,State,Zip:		BRONX, NY 10469-6011
EPA ID:		NYD981874902
Contact Name:		Not reported
Contact Address:		E GUN HILL RD
Contact City,State,Zip:		BRONX, NY 10469
Contact Telephone:		Not reported
Contact Fax:		Not reported
Contact Email:		Not reported
Contact Title:		Not reported
EPA Region:		02
Land Type:		Not reported
Federal Waste Generator Description:		Not a generator, verified
Non-Notifier:		Not reported
Biennial Report Cycle:		Not reported
Accessibility:		Not reported
Active Site Indicator:		Not reported
State District Owner:		NY
State District:		NYSDEC R2
Mailing Address:		E GUN HILL RD
Mailing City,State,Zip:		BRONX, NY 10469
Owner Name:	MICHAEL LEU	
Owner Type:		Private
Operator Name:	MICHAEL LEU	
Operator Type:		Private
Short-Term Generator Activity:		No
Importer Activity:		No
Mixed Waste Generator:		No
Transporter Activity:		No
Transfer Facility Activity:		No
Recycler Activity with Storage:		No
Small Quantity On-Site Burner Exemption:		No
Smelting Melting and Refining Furnace Exemption:		No
Underground Injection Control:		No
Off-Site Waste Receipt:		No
Universal Waste Indicator:		No
Universal Waste Destination Facility:		No
Federal Universal Waste:		No
Active Site Fed-Reg Treatment Storage and Disposal Facility:		Not reported
Active Site Converter Treatment storage and Disposal Facility:		Not reported

PERFECT CLEANERS (Continued) **1000228026**

Active Site State-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site State-Reg Handler:	---
Federal Facility Indicator:	Not reported
Hazardous Secondary Material Indicator:	N
Sub-Part K Indicator:	Not reported
Commercial TSD Indicator:	No
Treatment Storage and Disposal Type:	Not reported
2018 GPRA Permit Baseline:	Not on the Baseline
2018 GPRA Renewals Baseline:	Not on the Baseline
Permit Renewals Workload Universe:	Not reported
Permit Workload Universe:	Not reported
Permit Progress Universe:	Not reported
Post-Closure Workload Universe:	Not reported
Closure Workload Universe:	Not reported
202 GPRA Corrective Action Baseline:	No
Corrective Action Workload Universe:	No
Subject to Corrective Action Universe:	No
Non-TSDFs Where RCRA CA has Been Imposed Universe:	No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:	No
TSDFs Only Subject to CA under Discretionary Auth Universe:	No
Corrective Action Priority Ranking:	No NCAPS ranking
Environmental Control Indicator:	No
Institutional Control Indicator:	No
Human Exposure Controls Indicator:	N/A
Groundwater Controls Indicator:	N/A
Operating TSDF Universe:	Not reported
Full Enforcement Universe:	Not reported
Significant Non-Complier Universe:	No
Unaddressed Significant Non-Complier Universe:	No
Addressed Significant Non-Complier Universe:	No
Significant Non-Complier With a Compliance Schedule Universe:	No
Financial Assurance Required: Not reported	
Handler Date of Last Change:	20150414
Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No
Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	No
Manifest Broker:	No
Sub-Part P Indicator:	No

Hazardous Waste Summary:

Waste Code:	D000
Waste Description:	Not Defined
Waste Code:	D001
Waste Description:	IGNITABLE WASTE
Waste Code:	F002
Waste Description:	THE FOLLOWING SPENT HALOGENATED SOLVENTS: TETRACHLOROETHYLENE, METHYLENE CHLORIDE, TRICHLOROETHYLENE, 1,1,1-TRICHLOROETHANE, CHLOROBENZENE, 1,1,2-TRICHLORO-1,2,2-TRIFLUOROETHANE, ORTHO-DICHLOROBENZENE, TRICHLOROFLUOROMETHANE, AND 1,1,2, TRICHLOROETHANE; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE HALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F001, F004, AND

PERFECT CLEANERS (Continued) **1000228026**

F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Handler - Owner Operator:

Owner/Operator Indicator:	Operator
Owner/Operator Name: MICHAEL LEU	
Legal Status:	Private
Date Became Current:	Not reported
Date Ended Current:	Not reported
Owner/Operator Address:	NOT REQUIRED
Owner/Operator City,State,Zip:	NOT REQUIRED, WY 99999
Owner/Operator Telephone:	212-555-1212
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Owner/Operator Indicator:	Owner
Owner/Operator Name: MICHAEL LEU	
Legal Status:	Private
Date Became Current:	Not reported
Date Ended Current:	Not reported
Owner/Operator Address:	NOT REQUIRED
Owner/Operator City,State,Zip:	NOT REQUIRED, WY 99999
Owner/Operator Telephone:	212-555-1212
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Owner/Operator Indicator:	Owner
Owner/Operator Name: MICHAEL LEU	
Legal Status:	Private
Date Became Current:	Not reported
Date Ended Current:	Not reported
Owner/Operator Address:	NOT REQUIRED
Owner/Operator City,State,Zip:	NOT REQUIRED, WY 99999
Owner/Operator Telephone:	212-555-1212
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Historic Generators:

Receive Date:	19990708
Handler Name: PERFECT CLEANERS	
Federal Waste Generator Description:	Not a generator, verified
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

Receive Date:	20060101
Handler Name: PERFECT CLEANERS	

PERFECT CLEANERS (Continued) **1000228026**

Federal Waste Generator Description:	Not a generator, verified
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

Receive Date:	20070101
Handler Name: PERFECT CLEANERS	
Federal Waste Generator Description:	Not a generator, verified
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	Yes
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

Receive Date:	19870212
Handler Name: PERFECT CLEANERS	
Federal Waste Generator Description:	Small Quantity Generator
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

List of NAICS Codes and Descriptions:
NAICS Codes: No NAICS Codes Found

Facility Has Received Notices of Violations:
Violations: No Violations Found

Evaluation Action Summary:
Evaluations: No Evaluations Found

FINDS:
Registry ID: 110004412813

Click Here for FRS Facility Detail Report:

Environmental Interest/Information System:
RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport,

PERFECT CLEANERS (Continued) **1000228026**

and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

Click this hyperlink while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

ECHO:

Envid:	1000228026
Registry ID:	110004412813
DFR URL:	http://echo.epa.gov/detailed-facility-report?fid=110004412813
Name:	PERFECT CLEANERS
Address:	1776 E GUN HILL RD
City,State,Zip:	BRONX, NY 10469

NY MANIFEST:

Name:	REMY CLNRS
Address:	1776 E GUN HILL RD
City,State,Zip:	BRONX, NY 10469-6011
Country:	USA
EPA ID:	NYD981874902
Facility Status:	Not reported
Location Address 1:	1776 E GUNHILL RD
Code:	BP
Location Address 2:	Not reported
Total Tanks:	Not reported
Location City:	BRONX
Location State:	NY
Location Zip:	10469
Location Zip 4:	Not reported

NY MANIFEST:

EPAID:	NYD981874902
Mailing Name:	REMY CLNRS
Mailing Contact:	REMY CLNRS
Mailing Address 1:	1776 EAST GUN HILL ROAD
Mailing Address 2:	Not reported
Mailing City:	BRONX
Mailing State:	NY
Mailing Zip:	10469
Mailing Zip 4:	Not reported
Mailing Country:	USA
Mailing Phone:	2123799315

L77 **AMOCO** **NY LTANKS** **S100146786**
West **1665 BARTOW AVENUE** **N/A**
1/8-1/4 **NEW YORK CITY, NY**
0.145 mi.
766 ft. **Site 3 of 5 in cluster L**

Relative:
Higher

Actual:
60 ft.

LTANKS:

Name:	AMOCO
Address:	1665 BARTOW AVENUE
City,State,Zip:	NEW YORK CITY, NY
Spill Number/Closed Date:	9011629 / 2004-12-29
Facility ID:	9011629
Site ID:	197583

AMOCO (Continued) **S100146786**

Spill Date:	1991-02-05
Spill Cause:	Tank Test Failure
Spill Source:	Gasoline Station or other PBS Facility
Spill Class:	A3
Cleanup Ceased:	Not reported
SWIS:	0301
Investigator:	KMFOLEY
Referred To:	Not reported
Reported to Dept:	1991-02-05
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	True
Remediation Phase:	0
Date Entered In Computer:	1991-02-11
Spill Record Last Update:	2004-12-29
Spiller Name:	Not reported
Spiller Company:	AMOCO
Spiller Address:	Not reported
Spiller County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	164428
DEC Memo:	"3/14/03 REASSIGNED FROM SULLIVAN TO VOUGHT. 1/7/04 Reassigned from Vought to Foley. See spill #9106631, reported for contamination detected in monitoring wells. 12/29/04 File review: 2/5/91 FDNY issued violation to Mr. Guillermo Rodriguez. Report states that all tanks were removed from premises and appeared that borings were performed (awaiting results). Test results were acceptable for FDNY. Violation dismissed 2/27/92. Site Investigation Report (EMS, 6/27/91), prepared for Tony Ceraolo and Walter Sako: The investigation focused on twelve 550gal USTs. The tanks and pump island and assocated piping had previously been removed. Site is presently a service station. Tanks were located south of the garage. Four soil borings were drilled around the excavated area and samples were collected and analyzed by EPA 418.1. Samples with the highest PID readings or the samples taken just above the water table were also analyzed for BTEX and TPH. TPH ranged from 9 to 205ppm for the eleven samples analyzed. Total BTEX was detected at 41ppm in SB-2 from 10-12'bgs. Slight petroleum odors were detected soils from 4-6' in SB-3 and throughout SB-2. The only PID readings were from 6-8'bgs in SB-1 (135ppm) and at 10-12'bgs in SB-2 (1800ppm). No staining observed. Bedrock was encountered at 16-17'bgs. Groundwater was encountered at 10-12'bgs. Four monitoring wells were installed. DTW approx 10-12'bgs. Constructed of 10' of flush jointed 0.020 slotted, schedule 40 PVC set over a depth of 5 to 15-17'. No product was detected. BTEX ranged from 0.25ppm in MW-4 to 57ppm in MW-2. 4/13/92 M. Tibbe issued letter to Tony Ceraolo and Walter Sako (2445 Westervelt Avenue, Bronx NY 10469) requiring immediate monitoring and bailing of free phase product and assessment of the extent of contamination with recommendations for further action. 12/29/04 Groundwater results do not exceed GWQS. Soil samples from borings are

AMOCO (Continued) **S100146786**

slightly above TAGM soil cleanup objectives only in SB-2. SB-1, SB-3 and SB-4 were non-detect. "

Remarks: "(12) 550 GAL TANKS WHICH INCLUDES (6) PREMIUM SYSTEMS,(2) SUPER UNLEADED SYSTEM,(4) REGULAR UNLEADED SYSTEMS, FAILED 10LB AIR PRESSURETEST,FURTHER ACTION UNKNOWN."

All TTF:

Facility ID:	9011629
Spill Number:	9011629
Spill Tank Test:	1538224
Site ID:	197583
Tank Number:	Not reported
Tank Size:	0
Material:	0009
EPA UST:	Not reported
UST:	Not reported
Cause:	Not reported
Source:	Not reported
Test Method:	00
Test Method 2:	Unknown
Leak Rate:	.00
Gross Fail:	Not reported
Modified By:	Spills
Last Modified Date:	Not reported

All Materials:

Site ID:	197583
Operable Unit ID:	951623
Operable Unit:	01
Material ID:	428161
Material Code:	0009
Material Name:	gasoline
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	-1.00
Units:	L
Recovered:	.00
Resource Affected:	Groundwater
Oxygenate:	Not reported

78
WNW
1/8-1/4
0.145 mi.
767 ft.

CON EDISON POLE 14809 **RCRA NonGen / NLR** **1026173200**
1710 ARNOW AVE **NYP005244652**
BRONX, NY 10469

Relative: Higher

Actual: 55 ft.

RCRA Listings:

Date Form Received by Agency:		20220315
Handler Name:	CON EDISON POLE 14809	
Handler Address:		1710 ARNOW AVE
Handler City,State,Zip:		BRONX, NY 10469
EPA ID:		NYP005244652
Contact Name:		THOMAS TEELING
Contact Address:		IRVING PL 15TH FL NE
Contact City,State,Zip:		NEW YORK, NY 10003
Contact Telephone:		212-460-3770
Contact Fax:		Not reported

CON EDISON POLE 14809 (Continued) **1026173200**

Contact Email:		Not reported
Contact Title:		SENIOR SCIENTIST
EPA Region:		02
Land Type:		Not reported
Federal Waste Generator Description:		Not a generator, verified
Non-Notifier:		Not reported
Biennial Report Cycle:		Not reported
Accessibility:		Not reported
Active Site Indicator:		Not reported
State District Owner:		NY
State District:		NYSDEC R2
Mailing Address:		IRVING PL 15TH FL NE
Mailing City,State,Zip:		NEW YORK, NY 10003
Owner Name:	Not reported	
Owner Type:		Not reported
Operator Name:	Not reported	
Operator Type:		Not reported
Short-Term Generator Activity:		No
Importer Activity:		No
Mixed Waste Generator:		No
Transporter Activity:		No
Transfer Facility Activity:		No
Recycler Activity with Storage:		No
Small Quantity On-Site Burner Exemption:		No
Smelting Melting and Refining Furnace Exemption:		No
Underground Injection Control:		No
Off-Site Waste Receipt:		No
Universal Waste Indicator:		No
Universal Waste Destination Facility:		No
Federal Universal Waste:		No
Active Site Fed-Reg Treatment Storage and Disposal Facility:		Not reported
Active Site Converter Treatment storage and Disposal Facility:		Not reported
Active Site State-Reg Treatment Storage and Disposal Facility:		Not reported
Active Site State-Reg Handler:		---
Federal Facility Indicator:		Not reported
Hazardous Secondary Material Indicator:		N
Sub-Part K Indicator:		Not reported
Commercial TSD Indicator:		No
Treatment Storage and Disposal Type:		Not reported
2018 GPRA Permit Baseline:		Not on the Baseline
2018 GPRA Renewals Baseline:		Not on the Baseline
Permit Renewals Workload Universe:		Not reported
Permit Workload Universe:		Not reported
Permit Progress Universe:		Not reported
Post-Closure Workload Universe:		Not reported
Closure Workload Universe:		Not reported
202 GPRA Corrective Action Baseline:		No
Corrective Action Workload Universe:		No
Subject to Corrective Action Universe:		No
Non-TSDFs Where RCRA CA has Been Imposed Universe:		No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:		No
TSDFs Only Subject to CA under Discretionary Auth Universe:		No
Corrective Action Priority Ranking:		No NCAPS ranking
Environmental Control Indicator:		No
Institutional Control Indicator:		No
Human Exposure Controls Indicator:		N/A
Groundwater Controls Indicator:		N/A

CON EDISON POLE 14809 (Continued) **1026173200**

Operating TSDF Universe:	Not reported
Full Enforcement Universe:	Not reported
Significant Non-Complier Universe:	No
Unaddressed Significant Non-Complier Universe:	No
Addressed Significant Non-Complier Universe:	No
Significant Non-Complier With a Compliance Schedule Universe:	No
Financial Assurance Required:	Not reported
Handler Date of Last Change:	20220322
Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No
Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	No
Manifest Broker:	No
Sub-Part P Indicator:	No

Historic Generators:

Receive Date:	20220315
Handler Name: CON EDISON POLE 14809	
Federal Waste Generator Description:	Not a generator, verified
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	Yes
Non Storage Recycler Activity:	No
Electronic Manifest Broker:	No

Receive Date:	20191107
Handler Name: CON EDISON POLE: 14809	
Federal Waste Generator Description:	Conditionally Exempt Small Quantity Generator
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	No
Electronic Manifest Broker:	No

List of NAICS Codes and Descriptions:

NAICS Codes:	No NAICS Codes Found

Facility Has Received Notices of Violations:

Violations:	No Violations Found

Evaluation Action Summary:

Evaluations:	No Evaluations Found

L79 **CHASE BANK** **NY LTANKS** **S106471827**
WSW **1650 EAST GUNHILL ROAD** **N/A**
1/8-1/4 **BRONX, NY**
0.154 mi.
813 ft. **Site 4 of 5 in cluster L**

Relative: **Higher**

Actual: **55 ft.**

LTANKS:

Name:	CHASE BANK
Address:	1650 EAST GUNHILL ROAD
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	0402410 / 2006-02-27
Facility ID:	0402410
Site ID:	148119
Spill Date:	2004-06-04
Spill Cause:	Tank Test Failure
Spill Source:	Institutional, Educational, Gov., Other
Spill Class:	C5
Cleanup Ceased:	Not reported
SWIS:	0301
Investigator:	Con Ed Unassigned
Referred To:	Not reported
Reported to Dept:	2004-06-04
CID:	444
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2004-06-04
Spill Record Last Update:	2006-02-27
Spiller Name:	PAUL DYRLAND
Spiller Company:	CHASE BANK
Spiller Address:	1650 EAST GUNHILL ROAD
Spiller County:	001
Spiller Contact:	PAUL DYRLAND
Spiller Phone:	(718) 441-6800
Spiller Extention:	150
DEC Region:	2
DER Facility ID:	126084
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was TIPPLE TTF Ltr 12/19/05 Feroze. Spill is transferred from Ketani to Feroze. 02/22/06. Feroze talked with Pro Test 631-321-4670. They test the tank on 11/09/04 and the test was passed. They faxed me the tank test result result is ok. I talked with Mr. Paul Dyrland 718-441-6800 whose company manage that property. They replace the fill and vent line and the gasket of manhole. They didn't registered the tank. I sent them the registration form to: Mr. Paul Dyrland 87-71 Lefferts Blvd Richmond Hills NY 11418 02/27/06 Feroze,Talked with Mr. Paul Dyrland 718-441-6800 whose company manage that property. They have change the fill ane vent lines then they test the tank. Tank and the system passed the test. The spill is closed. "
Remarks:	"BELIEVE IT MAY BE A VENT PROBLEM: "

All TTF:

Facility ID:	0402410
Spill Number:	0402410
Spill Tank Test:	1529335
Site ID:	148119

CHASE BANK (Continued) **S106471827**

Tank Number:	1
Tank Size:	0
Material:	0001
EPA UST:	Not reported
UST:	Not reported
Cause:	Not reported
Source:	Not reported
Test Method:	03
Test Method 2:	Horner EZ Check I or II
Leak Rate:	.00
Gross Fail:	Not reported
Modified By:	Spills
Last Modified Date:	Not reported

All Materials:

Site ID:	148119
Operable Unit ID:	886137
Operable Unit:	01
Material ID:	490030
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	L
Recovered:	.00
Resource Affected:	Groundwater
Oxygenate:	Not reported

L80 **CHASE BANK** **NY UST** **U004046344**
WSW **1650 EAST GUN HILL ROAD** **N/A**
1/8-1/4 **BRONX, NY 10469**
0.154 mi.
813 ft. **Site 5 of 5 in cluster L**

Relative:
Higher

Actual:
55 ft.

UST:

Name:	CHASE BANK
Address:	1650 EAST GUN HILL ROAD
City,State,Zip:	BRONX, NY 10469
Id/Status:	2-610217 / Unregulated/Closed
Program Type:	PBS
Region:	STATE
DEC Region:	2
Expiration Date:	N/A
UTM X:	597910.48790
UTM Y:	4524554.29224
Site Type:	Apartment Building/Office Building

Affiliation Records:

Site Id:	364392
Affiliation Type:	Facility Operator
Company Name:	CHASE BANK
Contact Type:	Not reported
Contact Name:	JACK FUCICH
Address1:	Not reported
Address2:	Not reported
City:	Not reported

CHASE BANK (Continued) **U004046344**

State: NN
Zip Code: Not reported
Country Code: 001
Phone: (917) 418-8661
EMail: Not reported
Fax Number: Not reported
Modified By: KXTANG
Date Last Modified: 2006-05-24

Site Id: 364392
Affiliation Type: Emergency Contact
Company Name: J P MORGAN CHASE
Contact Type: Not reported
Contact Name: TOM OTRANTO
Address1: Not reported
Address2: Not reported
City: Not reported
State: NN
Zip Code: Not reported
Country Code: 001
Phone: (347) 386-4670
EMail: Not reported
Fax Number: Not reported
Modified By: KXTANG
Date Last Modified: 2006-05-24

Site Id: 364392
Affiliation Type: Facility Owner
Company Name: J P MORGAN CHASE
Contact Type: FAC MANAGER
Contact Name: PAUL DERI
Address1: 575 WASHINGTON BLVD
Address2: Not reported
City: JERSEY CITY
State: NJ
Zip Code: 07310
Country Code: 001
Phone: (347) 386-4670
EMail: Not reported
Fax Number: Not reported
Modified By: dxliving
Date Last Modified: 2008-06-27

Site Id: 364392
Affiliation Type: Mail Contact
Company Name: J P MORGAN CHASE
Contact Type: Not reported
Contact Name: TOM OTRANTO
Address1: 575 WASHINGTON BLVD
Address2: Not reported
City: JERSEY CITY
State: NJ
Zip Code: 07310
Country Code: 001
Phone: (347) 386-4670
EMail: Not reported
Fax Number: Not reported

CHASE BANK (Continued) **U004046344**

Modified By: KXTANG
Date Last Modified: 2006-05-24

Tank Info:

Tank Number: 001
Tank ID: 211956
Tank Status: Closed - Removed
Material Name: Closed - Removed
Capacity Gallons: 1500
Install Date: 04/01/1974
Date Tank Closed: 06/25/2008
Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel
Material Code: 0001
Common Name of Substance: #2 Fuel Oil (On-Site Consumption)

Tightness Test Method: 00
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

L00 - Piping Leak Detection - None
J02 - Dispenser - Suction Dispenser
C02 - Pipe Location - Underground/On-ground
G00 - Tank Secondary Containment - None
H00 - Tank Leak Detection - None
E00 - Piping Secondary Containment - None
B00 - Tank External Protection - None
F00 - Pipe External Protection - None
A00 - Tank Internal Protection - None
K00 - Spill Prevention - None
D10 - Pipe Type - Copper
I05 - Overfill - Vent Whistle

81
North
1/8-1/4
0.159 mi.
837 ft.

NYC DEP **NY MANIFEST** **1009235692**
2939 EDSON AVE **N/A**
BRONX, NY

Relative:
Higher

Actual:
29 ft.

NY MANIFEST:
Name: NYC DEP
Address: 2939 EDSON AVE
City,State,Zip: BRONX, NY
Country: USA
EPA ID: NYP003661683
Facility Status: Not reported
Location Address 1: 2939 EDSON AVE
Code: BP
Location Address 2: Not reported
Total Tanks: Not reported
Location City: BRONX
Location State: NY

NYC DEP (Continued) **1009235692**

Location Zip: Not reported
Location Zip 4: Not reported

NY MANIFEST:
EPAID: NYP003661683
Mailing Name: NYC DEP
Mailing Contact: MAHENDRA RAMNARINE
Mailing Address 1: 59 17 JUNCTION BLVD
Mailing Address 2: Not reported
Mailing City: CORONA
Mailing State: NY
Mailing Zip: 11368
Mailing Zip 4: Not reported
Mailing Country: USA
Mailing Phone: 7185954814

M82 **CON EDISON** **NY MANIFEST** **S121968011**
NNW **2916 BRUNER AVE** **N/A**
1/8-1/4 **BRONX, NY 10469**
0.162 mi.
855 ft. **Site 1 of 2 in cluster M**

Relative:
Higher

Actual:
19 ft.

NY MANIFEST:
Name: CON EDISON
Address: 2916 BRUNER AVE
City,State,Zip: BRONX, NY 10469
Country: USA
EPA ID: NYP005073309
Facility Status: Not reported
Location Address 1: 2916 BRUNER AVE
Code: BP
Location Address 2: Not reported
Total Tanks: Not reported
Location City: BRONX
Location State: NY
Location Zip: 10469
Location Zip 4: Not reported

NY MANIFEST:
EPAID: NYP005073309
Mailing Name: CON EDISON
Mailing Contact: CON EDISON
Mailing Address 1: 4 IRVING PL
Mailing Address 2: Not reported
Mailing City: NEW YORK
Mailing State: NY
Mailing Zip: 10003
Mailing Zip 4: Not reported
Mailing Country: USA
Mailing Phone: Not reported

M83 **CON EDISON** **NY MANIFEST** **S120959327**
NNW **2916 BRUNNER AVE** **N/A**
1/8-1/4 **BRONX, NY 11105**
0.162 mi.
855 ft. **Site 2 of 2 in cluster M**

Relative:
Higher

Actual:
19 ft.

NY MANIFEST:

Name:	CON EDISON
Address:	2916 BRUNNER AVE
City,State,Zip:	BRONX, NY 11105
Country:	USA
EPA ID:	NYP005058074
Facility Status:	Not reported
Location Address 1:	2916 BRUNNER AVE
Code:	BP
Location Address 2:	Not reported
Total Tanks:	Not reported
Location City:	BRONX
Location State:	NY
Location Zip:	11105
Location Zip 4:	Not reported

NY MANIFEST:

EPAID:	NYP005058074
Mailing Name:	CON EDISON
Mailing Contact:	CON EDISON
Mailing Address 1:	4 IRVING PL
Mailing Address 2:	Not reported
Mailing City:	NEW YORK
Mailing State:	NY
Mailing Zip:	10003
Mailing Zip 4:	Not reported
Mailing Country:	USA
Mailing Phone:	Not reported

NY MANIFEST:

Document ID:	Not reported
Manifest Status:	Not reported
seq:	Not reported
Year:	2018
Trans1 State ID:	NYD006982359
Trans2 State ID:	Not reported
Generator Ship Date:	04/04/2017
Trans1 Recv Date:	04/04/2017
Trans2 Recv Date:	Not reported
TSD Site Recv Date:	04/04/2017
Part A Recv Date:	Not reported
Part B Recv Date:	Not reported
Generator EPA ID:	NYP005058074
Trans1 EPA ID:	Not reported
Trans2 EPA ID:	Not reported
TSDF ID 1:	NYD077444263
TSDF ID 2:	Not reported
Manifest Tracking Number:	008165709FLE
Import Indicator:	N
Export Indicator:	N
Discr Quantity Indicator:	N
Discr Type Indicator:	N
Discr Residue Indicator:	N

CON EDISON (Continued) **S120959327**

Discr Partial Reject Indicator:	N
Discr Full Reject Indicator:	N
Manifest Ref Number:	Not reported
Alt Facility RCRA ID:	Not reported
Alt Facility Sign Date:	Not reported
MGMT Method Type Code:	H141
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Quantity:	80
Units:	G - Gallons (liquids only)* (8.3 pounds)
Number of Containers:	2
Container Type:	DM - Metal drums, barrels
Handling Method:	B Incineration, heat recovery, burning.
Specific Gravity:	1
Waste Code:	D018
Waste Code 1_2:	Not reported
Waste Code 1_3:	Not reported
Waste Code 1_4:	Not reported
Waste Code 1_5:	Not reported
Waste Code 1_6:	Not reported

N84 **I.S. 144 - BRONX X144** **NY AST** **U003394079**
SSW **2545 GUNTHER AVENUE** **N/A**
1/8-1/4 **BRONX, NY 10469**
0.163 mi.
863 ft. **Site 1 of 2 in cluster N**

Relative: **Higher**
Actual: **6 ft.**

AST:

Name:	I.S. 144 - BRONX X144
Address:	2545 GUNTHER AVENUE
City,State,Zip:	BRONX, NY 10469
Region:	STATE
DEC Region:	2
Site Status:	Active
Facility Id:	2-352233
Program Type:	PBS
UTM X:	598070.10706
UTM Y:	4524334.17955
Expiration Date:	06/28/2023
Site Type:	School

Affiliation Records:

Site Id:	17424
Affiliation Type:	Mail Contact
Company Name:	NYC DEPARTMENT OF EDUCATION
Contact Type:	MANAGER, FUEL DIVISION
Contact Name:	JOSEPH YOUNGHESE
Address1:	FIELD OPERATIONS-FUEL DIVISION
Address2:	44-36 VERNON BOULEVARD
City:	LONG ISLAND CITY
State:	NY
Zip Code:	11101
Country Code:	001

I.S. 144 - BRONX X144 (Continued) **U003394079**

Phone:	(718) 349-5779
EMail:	JYOUNGHESE@SCHOOLS.NYC.GOV
Fax Number:	Not reported
Modified By:	ACDANIEL
Date Last Modified:	2022-03-28

Site Id:	17424
Affiliation Type:	Facility Owner
Company Name:	NEW YORK CITY DEPARTMENT OF EDUCATION
Contact Type:	MANAGER, FUEL DIVISION
Contact Name:	YOGASHWAR NARINE
Address1:	44-36 VERNON BOULEVARD
Address2:	Not reported
City:	LONG ISLAND CITY
State:	NY
Zip Code:	11101
Country Code:	001
Phone:	(718) 349-5752
EMail:	Not reported
Fax Number:	Not reported
Modified By:	DAFRANCI
Date Last Modified:	2018-12-04

Site Id:	17424
Affiliation Type:	Facility Operator
Company Name:	I.S. 144 - BRONX X144
Contact Type:	Not reported
Contact Name:	JAMES CAULFIELD
Address1:	Not reported
Address2:	Not reported
City:	Not reported
State:	NN
Zip Code:	Not reported
Country Code:	001
Phone:	(718) 794-9749
EMail:	Not reported
Fax Number:	Not reported
Modified By:	DAFRANCI
Date Last Modified:	2018-05-16

Site Id:	17424
Affiliation Type:	Emergency Contact
Company Name:	NEW YORK CITY DEPARTMENT OF EDUCATION
Contact Type:	Not reported
Contact Name:	KEN MAHADEO
Address1:	Not reported
Address2:	Not reported
City:	Not reported
State:	NN
Zip Code:	Not reported
Country Code:	999
Phone:	(646) 210-7918
EMail:	Not reported
Fax Number:	Not reported
Modified By:	JSMACRI
Date Last Modified:	2022-08-03

I.S. 144 - BRONX X144 (Continued) **U003394079**

Tank Info:

Tank Number:	001
Tank Id:	34141
Material Code:	0003
Common Name of Substance:	#6 Fuel Oil (On-Site Consumption)

Equipment Records:

E04 - Piping Secondary Containment - Double walled UG
I02 - Overfill - High Level Alarm
K01 - Spill Prevention - Catch Basin
A00 - Tank Internal Protection - None
B01 - Tank External Protection - Painted/Asphalt Coating
D01 - Pipe Type - Steel/Carbon Steel/Iron
F01 - Pipe External Protection - Painted/Asphalt Coating
H06 - Tank Leak Detection - Impervious Barrier/Concrete Pad (A/G)
L00 - Piping Leak Detection - None
G02 - Tank Secondary Containment - Vault (w/access)
I05 - Overfill - Vent Whistle
C03 - Pipe Location - Aboveground/Underground Combination
J02 - Dispenser - Suction Dispenser
H05 - Tank Leak Detection - In-Tank System (ATG)

Tank Location:	Aboveground - on saddles, legs, racks, etc.... Tank bottom is elevated above grade or tank pad, allowing visual inspection.
Tank Type:	Steel/Carbon Steel/Iron
Tank Status:	In Service
Pipe Model:	Not reported
Install Date:	12/14/1968
Capacity Gallons:	10000
Tightness Test Method:	-
Date Test:	Not reported
Next Test Date:	Not reported
Date Tank Closed:	Not reported
Register:	True
Modified By:	MJGRIFFI
Last Modified:	05/09/2022
Material Name:	#2 fuel oil (on-site consumption)

Tank Number:	002
Tank Id:	34142
Material Code:	0003
Common Name of Substance:	#6 Fuel Oil (On-Site Consumption)

Equipment Records:

E04 - Piping Secondary Containment - Double walled UG
I02 - Overfill - High Level Alarm
K01 - Spill Prevention - Catch Basin
A00 - Tank Internal Protection - None
B01 - Tank External Protection - Painted/Asphalt Coating
D01 - Pipe Type - Steel/Carbon Steel/Iron
F01 - Pipe External Protection - Painted/Asphalt Coating
H06 - Tank Leak Detection - Impervious Barrier/Concrete Pad (A/G)
L00 - Piping Leak Detection - None
G02 - Tank Secondary Containment - Vault (w/access)
I05 - Overfill - Vent Whistle

I.S. 144 - BRONX X144 (Continued) **U003394079**

C03 - Pipe Location - Aboveground/Underground Combination
J02 - Dispenser - Suction Dispenser
H05 - Tank Leak Detection - In-Tank System (ATG)

Tank Location: Aboveground - on saddles, legs, racks, etc.... Tank bottom is elevated above grade or tank pad, allowing visual inspection.
Tank Type: Steel/Carbon Steel/Iron
Tank Status: In Service
Pipe Model: Not reported
Install Date: 12/14/1968
Capacity Gallons: 10000
Tightness Test Method: -
Date Test: Not reported
Next Test Date: Not reported
Date Tank Closed: Not reported
Register: True
Modified By: MJGRIFFI
Last Modified: 05/09/2022
Material Name: #2 fuel oil (on-site consumption)

Tank Number: 003
Tank Id: 266145

Equipment Records:

B01 - Tank External Protection - Painted/Asphalt Coating
D01 - Pipe Type - Steel/Carbon Steel/Iron
F01 - Pipe External Protection - Painted/Asphalt Coating
A00 - Tank Internal Protection - None
H02 - Tank Leak Detection - Interstitial - Manual Monitoring
K01 - Spill Prevention - Catch Basin
E00 - Piping Secondary Containment - None
I04 - Overfill - Product Level Gauge (A/G)
C01 - Pipe Location - Aboveground
L00 - Piping Leak Detection - None
J02 - Dispenser - Suction Dispenser
G12 - Tank Secondary Containment - Double-Walled (AG only)
I05 - Overfill - Vent Whistle

Tank Location: Aboveground - on saddles, legs, racks, etc.... Tank bottom is elevated above grade or tank pad, allowing visual inspection.
Tank Type: Steel/Carbon Steel/Iron
Tank Status: Closed - Removed
Pipe Model: Not reported
Install Date: 10/25/2016
Capacity Gallons: 6000
Tightness Test Method: -
Date Test: Not reported
Next Test Date: Not reported
Date Tank Closed: 03/29/2018
Register: True
Modified By: MJGRIFFI
Last Modified: 05/09/2022
Material Name: #2 fuel oil (on-site consumption)

N85 **NYC BD OF ED - PUBLIC SCHOOL 144 BRONX** **RCRA-LQG** **1004756487**
SSW **2545 GUNTHER AVE** **ICIS** **NYD100387455**
1/8-1/4 **BRONX, NY 10469** **FINDS**
0.163 mi. **ECHO**
863 ft. **Site 2 of 2 in cluster N** **NY LEAD**
NY MANIFEST

Relative:
Higher

Actual:
6 ft.

RCRA Listings:

Date Form Received by Agency:		20140220
Handler Name:	IS 144X SCHOOL	
Handler Address:		2545 GUNTHER AVE
Handler City,State,Zip:		BRONX, NY 10469
EPA ID:		NYD100387455
Contact Name:		ALEXANDER LEMPERT
Contact Address:		THOMSON AVE
Contact City,State,Zip:		LONG ISLAND CITY, NY 11101
Contact Telephone:		718-472-8501
Contact Fax:		518-402-8730
Contact Email:		ALEMPERT@NYCSCA.ORG
Contact Title:		SCAIEH DIRECTOR
EPA Region:		02
Land Type:		Municipal
Federal Waste Generator Description:		Large Quantity Generator
Non-Notifier:		Not reported
Biennial Report Cycle:		2013
Accessibility:		Not reported
Active Site Indicator:		Handler Activities
State District Owner:		NY
State District:		NYSDEC R2
Mailing Address:		THOMSON AVE
Mailing City,State,Zip:		LONG ISLAND CITY, NY 11101
Owner Name:	NYC DOE	
Owner Type:		Municipal
Operator Name:	NYC DOE	
Operator Type:		Municipal
Short-Term Generator Activity:		No
Importer Activity:		No
Mixed Waste Generator:		No
Transporter Activity:		No
Transfer Facility Activity:		No
Recycler Activity with Storage:		No
Small Quantity On-Site Burner Exemption:		No
Smelting Melting and Refining Furnace Exemption:		No
Underground Injection Control:		No
Off-Site Waste Receipt:		No
Universal Waste Indicator:		No
Universal Waste Destination Facility:		No
Federal Universal Waste:		No
Active Site Fed-Reg Treatment Storage and Disposal Facility:		Not reported
Active Site Converter Treatment storage and Disposal Facility:		Not reported
Active Site State-Reg Treatment Storage and Disposal Facility:		Not reported
Active Site State-Reg Handler:		---
Federal Facility Indicator:		Not reported
Hazardous Secondary Material Indicator:		NN
Sub-Part K Indicator:		Not reported
Commercial TSD Indicator:		No
Treatment Storage and Disposal Type:		Not reported
2018 GPRA Permit Baseline:		Not on the Baseline
2018 GPRA Renewals Baseline:		Not on the Baseline

NYC BD OF ED - PUBLIC SCHOOL 144 BRONX (Continued) **1004756487**

Permit Renewals Workload Universe:	Not reported
Permit Workload Universe:	Not reported
Permit Progress Universe:	Not reported
Post-Closure Workload Universe:	Not reported
Closure Workload Universe:	Not reported
202 GPRA Corrective Action Baseline:	No
Corrective Action Workload Universe:	No
Subject to Corrective Action Universe:	No
Non-TSDFs Where RCRA CA has Been Imposed Universe:	No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:	No
TSDFs Only Subject to CA under Discretionary Auth Universe:	No
Corrective Action Priority Ranking:	No NCAPS ranking
Environmental Control Indicator:	No
Institutional Control Indicator:	No
Human Exposure Controls Indicator:	N/A
Groundwater Controls Indicator:	N/A
Operating TSDF Universe:	Not reported
Full Enforcement Universe:	Not reported
Significant Non-Complier Universe:	No
Unaddressed Significant Non-Complier Universe:	No
Addressed Significant Non-Complier Universe:	No
Significant Non-Complier With a Compliance Schedule Universe:	No
Financial Assurance Required: Not reported	
Handler Date of Last Change:	20150414
Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No
Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	Not reported
Manifest Broker:	Not reported
Sub-Part P Indicator:	No

Biennial: List of Years
Year: 2013

Click Here for Biennial Reporting System Data:

Hazardous Waste Summary:
Waste Code: D000
Waste Description: Not Defined

Waste Code: D008
Waste Description: LEAD

Handler - Owner Operator:

Owner/Operator Indicator:	Owner
Owner/Operator Name: NYC BOARD OF EDUCATION	
Legal Status:	Municipal
Date Became Current:	Not reported
Date Ended Current:	Not reported
Owner/Operator Address:	28-11 QUEENS PLZ N
Owner/Operator City,State,Zip:	LONG ISLAND CITY, NY 11101
Owner/Operator Telephone:	718-349-5600
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

NYC BD OF ED - PUBLIC SCHOOL 144 BRONX (Continued) **1004756487**

Owner/Operator Indicator: Operator
Owner/Operator Name: NYC DOE
Legal Status: Municipal
Date Became Current: 19000101
Date Ended Current: Not reported
Owner/Operator Address: 44-36 VERNON BLVD
Owner/Operator City,State,Zip: LONG ISLAND CITY, NY 11101
Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Operator
Owner/Operator Name: NYC BOARD OF EDUCATION
Legal Status: Municipal
Date Became Current: Not reported
Date Ended Current: Not reported
Owner/Operator Address: 28-11 QUEENS PLZ N
Owner/Operator City,State,Zip: LONG ISLAND CITY, NY 11101
Owner/Operator Telephone: 718-349-5600
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner
Owner/Operator Name: NYC DOE
Legal Status: Municipal
Date Became Current: 19000101
Date Ended Current: Not reported
Owner/Operator Address: 44-36 VERNON BLVD
Owner/Operator City,State,Zip: LONG ISLAND CITY, NY 11101
Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner
Owner/Operator Name: NYC BOARD OF EDUCATION
Legal Status: Municipal
Date Became Current: Not reported
Date Ended Current: Not reported
Owner/Operator Address: 28-11 QUEENS PLZ N
Owner/Operator City,State,Zip: LONG ISLAND CITY, NY 11101
Owner/Operator Telephone: 718-349-5600
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Historic Generators:
Receive Date: 20140220
Handler Name: IS 144X SCHOOL
Federal Waste Generator Description: Large Quantity Generator
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No

NYC BD OF ED - PUBLIC SCHOOL 144 BRONX (Continued) **1004756487**

Spent Lead Acid Battery Exporter: No
Current Record: Yes
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 20060101
Handler Name: NYC BD OF ED - PUBLIC SCHOOL 144 BRONX
Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 20070101
Handler Name: NYC BD OF ED - PUBLIC SCHOOL 144 BRONX
Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 19950808
Handler Name: NYC BD OF ED - PUBLIC SCHOOL 144 BRONX
Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:
NAICS Code: 61111
NAICS Description: ELEMENTARY AND SECONDARY SCHOOLS

Facility Has Received Notices of Violations:
Violations: No Violations Found

Evaluation Action Summary:
Evaluations: No Evaluations Found

NYC BD OF ED - PUBLIC SCHOOL 144 BRONX (Continued) **1004756487**

ICIS:

Enforcement Action ID:	02-1988-0588
FRS ID:	110004377870
Action Name:	NYC BOARD OF EDUCATION
Facility Name:	NYC BD OF ED - PUBLIC SCHOOL 144 BRONX
Facility Address:	2545 GUNTHER AVE BRONX, NY 10469
Enforcement Action Type:	Civil Judicial Action
Facility County:	BRONX
Program System Acronym:	ICIS
Enforcement Action Forum Desc:	Judicial
EA Type Code:	CIV
Facility SIC Code:	8211
Federal Facility ID:	Not reported
Latitude in Decimal Degrees:	40.863702
Longitude in Decimal Degrees:	-73.836059
Permit Type Desc:	Not reported
Program System Acronym:	13807
Facility NAICS Code:	Not reported
Tribal Land Code:	Not reported

Facility Name:	NYC BD OF ED - PUBLIC SCHOOL 144 BRONX
Address:	2545 GUNTHER AVE
Tribal Indicator:	N
Fed Facility:	No
NAIC Code:	Not reported
SIC Code:	8211

Facility Name:	NYC BD OF ED - PUBLIC SCHOOL 144 BRONX
Address:	2545 GUNTHER AVE
Tribal Indicator:	N
Fed Facility:	No
NAIC Code:	Not reported
SIC Code:	8211

FINDS:

Registry ID: 110004377870

Click Here for FRS Facility Detail Report:

Environmental Interest/Information System:

RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.
HAZARDOUS WASTE BIENNIAL REPORTER
ICIS (Integrated Compliance Information System) is the Integrated Compliance Information System and provides a database that, when complete, will contain integrated Enforcement and Compliance information across most of EPA's programs. The vision for ICIS is to replace EPA's independent databases that contain Enforcement data with a single repository for that information. Currently, ICIS contains all Federal Administrative and Judicial enforcement actions. This information is maintained in ICIS by EPA in the Regional offices and

NYC BD OF ED - PUBLIC SCHOOL 144 BRONX (Continued) **1004756487**

it Headquarters. A future release of ICIS will replace the Permit Compliance System (PCS) which supports the NPDES and will integrate that information with Federal actions already in the system. ICIS also has the capability to track other activities occurring in the Region that support Compliance and Enforcement programs. These include; Incident Tracking, Compliance Assistance, and Compliance Monitoring.

Click this hyperlink while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

ECHO:

Envid:	1004756487
Registry ID:	110004377870
DFR URL:	http://echo.epa.gov/detailed-facility-report?fid=110004377870
Name:	IS 144X SCHOOL
Address:	2545 GUNTHER AVE
City,State,Zip:	BRONX, NY 10469

NYC LEAD 2:

Name:	I.S. 144 - BRONX
Address:	2545 GUNTHER AVENUE
City,State,Zip:	BRONX, NY
Geographical District:	11
Building Code:	X144
Room:	102
Deteriorated Paint:	NO
Presence of LBP:	NA
Stabilization Required:	NA
Stabilization Complete:	NA

Name:	I.S. 144 - BRONX
Address:	2545 GUNTHER AVENUE
City,State,Zip:	BRONX, NY
Geographical District:	11
Building Code:	X144
Room:	102B
Deteriorated Paint:	NO
Presence of LBP:	NA
Stabilization Required:	NA
Stabilization Complete:	NA

Name:	I.S. 144 - BRONX
Address:	2545 GUNTHER AVENUE
City,State,Zip:	BRONX, NY
Geographical District:	11
Building Code:	X144
Room:	102C
Deteriorated Paint:	NO
Presence of LBP:	NA
Stabilization Required:	NA
Stabilization Complete:	NA

Name:	I.S. 144 - BRONX
Address:	2545 GUNTHER AVENUE
City,State,Zip:	BRONX, NY
Geographical District:	11
Building Code:	X144

NYC BD OF ED - PUBLIC SCHOOL 144 BRONX (Continued) **1004756487**

Room:	315
Deteriorated Paint:	NO
Presence of LBP:	NA
Stabilization Required:	NA
Stabilization Complete:	NA
Name:	I.S. 144 - BRONX
Address:	2545 GUNTHER AVENUE
City,State,Zip:	BRONX, NY
Geographical District:	11
Building Code:	X144
Room:	317
Deteriorated Paint:	NO
Presence of LBP:	NA
Stabilization Required:	NA
Stabilization Complete:	NA
Name:	I.S. 144 - BRONX
Address:	2545 GUNTHER AVENUE
City,State,Zip:	BRONX, NY
Geographical District:	11
Building Code:	X144
Room:	319
Deteriorated Paint:	NO
Presence of LBP:	NA
Stabilization Required:	NA
Stabilization Complete:	NA
Name:	I.S. 144 - BRONX
Address:	2545 GUNTHER AVENUE
City,State,Zip:	BRONX, NY
Geographical District:	11
Building Code:	X144
Room:	328
Deteriorated Paint:	NO
Presence of LBP:	NA
Stabilization Required:	NA
Stabilization Complete:	NA
Name:	I.S. 144 - BRONX
Address:	2545 GUNTHER AVENUE
City,State,Zip:	BRONX, NY
Geographical District:	11
Building Code:	X144
Room:	332
Deteriorated Paint:	NO
Presence of LBP:	NA
Stabilization Required:	NA
Stabilization Complete:	NA
Name:	I.S. 144 - BRONX
Address:	2545 GUNTHER AVENUE
City,State,Zip:	BRONX, NY
Geographical District:	11
Building Code:	X144
Room:	334
Deteriorated Paint:	NO

NYC BD OF ED - PUBLIC SCHOOL 144 BRONX (Continued) **1004756487**

Presence of LBP: NA
Stabilization Required: NA
Stabilization Complete: NA

Name: I.S. 144 - BRONX
Address: 2545 GUNTHER AVENUE
City,State,Zip: BRONX, NY
Geographical District: 11
Building Code: X144
Room: AUD
Deteriorated Paint: NO
Presence of LBP: NA
Stabilization Required: NA
Stabilization Complete: NA

Name: I.S. 144 - BRONX
Address: 2545 GUNTHER AVENUE
City,State,Zip: BRONX, NY
Geographical District: 11
Building Code: X144
Room: GYM
Deteriorated Paint: NO
Presence of LBP: NA
Stabilization Required: NA
Stabilization Complete: NA

NY MANIFEST:
Name: CON EDISON - VAULT 2359
Address: 2545 GUNTHER AVE
City,State,Zip: BRONX, NY 10469
Country: USA
EPA ID: NYP004974018
Facility Status: Not reported
Location Address 1: 2545 GUNTHER AVE
Code: BP
Location Address 2: Not reported
Total Tanks: Not reported
Location City: BRONX
Location State: NY
Location Zip: 10469
Location Zip 4: Not reported

NY MANIFEST:
EPAID: NYP004974018
Mailing Name: CON EDISON - VAULT 2359
Mailing Contact: CON EDISON
Mailing Address 1: 4 IRVING PL 15TH FL NE
Mailing Address 2: Not reported
Mailing City: NEW YORK
Mailing State: NY
Mailing Zip: 10003
Mailing Zip 4: Not reported
Mailing Country: USA
Mailing Phone: Not reported

Name: NYC BOARD OF EDUCATION

NYC BD OF ED - PUBLIC SCHOOL 144 BRONX (Continued) **1004756487**

Address:	2545 GUNTHER AVE
City,State,Zip:	BRONX, NY 10469
Country:	USA
EPA ID:	NYD100387455
Facility Status:	Not reported
Location Address 1:	2545 GUNTHER AVE
Code:	BP
Location Address 2:	Not reported
Total Tanks:	Not reported
Location City:	BRONX
Location State:	NY
Location Zip:	10469
Location Zip 4:	Not reported

NY MANIFEST:

EPAID:	NYD100387455
Mailing Name:	NYC BOARD OF EDUCATION
Mailing Contact:	JACK BRUCCULERI
Mailing Address 1:	28-11 QUEENS PLAZA NORTH
Mailing Address 2:	Not reported
Mailing City:	LONG ISLAND CITY
Mailing State:	NY
Mailing Zip:	11101
Mailing Zip 4:	Not reported
Mailing Country:	USA
Mailing Phone:	7183616094

NY MANIFEST:

Document ID:	Not reported
Manifest Status:	Not reported
seq:	Not reported
Year:	2018
Trans1 State ID:	NYD049178296
Trans2 State ID:	Not reported
Generator Ship Date:	12/11/2007
Trans1 Recv Date:	12/11/2007
Trans2 Recv Date:	Not reported
TSD Site Recv Date:	01/16/2008
Part A Recv Date:	Not reported
Part B Recv Date:	Not reported
Generator EPA ID:	NYD100387455
Trans1 EPA ID:	Not reported
Trans2 EPA ID:	Not reported
TSDF ID 1:	CDX480000000
TSDF ID 2:	Not reported
Manifest Tracking Number:	004182525JJK
Import Indicator:	N
Export Indicator:	Y
Discr Quantity Indicator:	N
Discr Type Indicator:	N
Discr Residue Indicator:	N
Discr Partial Reject Indicator:	N
Discr Full Reject Indicator:	N
Manifest Ref Number:	Not reported
Alt Facility RCRA ID:	Not reported
Alt Facility Sign Date:	Not reported
MGMT Method Type Code:	H141

NYC BD OF ED - PUBLIC SCHOOL 144 BRONX (Continued) **1004756487**

Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Quantity:	60
Units:	P - Pounds
Number of Containers:	1
Container Type:	DF - Fiberboard or plastic drums (glass)
Handling Method:	B Incineration, heat recovery, burning.
Specific Gravity:	1
Waste Code:	U201
Waste Code 1_2:	U188
Waste Code 1_3:	Not reported
Waste Code 1_4:	Not reported
Waste Code 1_5:	Not reported
Waste Code 1_6:	Not reported

Click this hyperlink while viewing on your computer to access
-1 additional NY MANIFEST: record(s) in the EDR Site Report.

86
NE
1/8-1/4
0.167 mi.
881 ft.

CON EDISON VAULT: 2615
BAYCHESTER AVE & BARTOW AVE
BRONX, NY 10469

RCRA NonGen / NLR **1017772115**
FINDS **NYP004490637**

Relative:
Higher

Actual:
14 ft.

RCRA Listings:

Date Form Received by Agency:		20140505
Handler Name:	CON EDISON VAULT: 2615	
Handler Address:		BAYCHESTER AVE & BARTOW AVE
Handler City,State,Zip:		BRONX, NY 10469
EPA ID:		NYP004490637
Contact Name:		THOMAS TEELING
Contact Address:		Not reported
Contact City,State,Zip:		Not reported
Contact Telephone:		212-460-3770
Contact Fax:		Not reported
Contact Email:		Not reported
Contact Title:		SENIOR SCIENTIST
EPA Region:		02
Land Type:		Private
Federal Waste Generator Description:		Not a generator, verified
Non-Notifier:		Not reported
Biennial Report Cycle:		Not reported
Accessibility:		Not reported
Active Site Indicator:		Not reported
State District Owner:		NY
State District:		NYSDEC R2
Mailing Address:		IRVING PL, 15TH FL NE
Mailing City,State,Zip:		NEW YORK, NY 10003
Owner Name:	Not reported	
Owner Type:		Not reported
Operator Name:	Not reported	
Operator Type:		Not reported
Short-Term Generator Activity:		No

CON EDISON VAULT: 2615 (Continued) **1017772115**

Importer Activity:	No
Mixed Waste Generator:	No
Transporter Activity:	No
Transfer Facility Activity:	No
Recycler Activity with Storage:	No
Small Quantity On-Site Burner Exemption:	No
Smelting Melting and Refining Furnace Exemption:	No
Underground Injection Control:	No
Off-Site Waste Receipt:	No
Universal Waste Indicator:	No
Universal Waste Destination Facility:	No
Federal Universal Waste:	No
Active Site Fed-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site Converter Treatment storage and Disposal Facility:	Not reported
Active Site State-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site State-Reg Handler:	---
Federal Facility Indicator:	Not reported
Hazardous Secondary Material Indicator:	NN
Sub-Part K Indicator:	Not reported
Commercial TSD Indicator:	No
Treatment Storage and Disposal Type:	Not reported
2018 GPRA Permit Baseline:	Not on the Baseline
2018 GPRA Renewals Baseline:	Not on the Baseline
Permit Renewals Workload Universe:	Not reported
Permit Workload Universe:	Not reported
Permit Progress Universe:	Not reported
Post-Closure Workload Universe:	Not reported
Closure Workload Universe:	Not reported
202 GPRA Corrective Action Baseline:	No
Corrective Action Workload Universe:	No
Subject to Corrective Action Universe:	No
Non-TSDFs Where RCRA CA has Been Imposed Universe:	No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:	No
TSDFs Only Subject to CA under Discretionary Auth Universe:	No
Corrective Action Priority Ranking:	No NCAPS ranking
Environmental Control Indicator:	No
Institutional Control Indicator:	No
Human Exposure Controls Indicator:	N/A
Groundwater Controls Indicator:	N/A
Operating TSDF Universe:	Not reported
Full Enforcement Universe:	Not reported
Significant Non-Complier Universe:	No
Unaddressed Significant Non-Complier Universe:	No
Addressed Significant Non-Complier Universe:	No
Significant Non-Complier With a Compliance Schedule Universe:	No
Financial Assurance Required: Not reported	
Handler Date of Last Change:	20150211
Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No
Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	Not reported
Manifest Broker:	Not reported
Sub-Part P Indicator:	No

CON EDISON VAULT: 2615 (Continued) **1017772115**

Historic Generators:

Receive Date:		20140405
Handler Name:	CON EDISON	
Federal Waste Generator Description:		Large Quantity Generator
State District Owner:		NY
Large Quantity Handler of Universal Waste:		No
Recognized Trader Importer:		No
Recognized Trader Exporter:		No
Spent Lead Acid Battery Importer:		No
Spent Lead Acid Battery Exporter:		No
Current Record:		No
Non Storage Recycler Activity:		Not reported
Electronic Manifest Broker:		Not reported

Receive Date:		20140405
Handler Name:	CON EDISON	
Federal Waste Generator Description:		Not a generator, verified
State District Owner:		NY
Large Quantity Handler of Universal Waste:		No
Recognized Trader Importer:		No
Recognized Trader Exporter:		No
Spent Lead Acid Battery Importer:		No
Spent Lead Acid Battery Exporter:		No
Current Record:		No
Non Storage Recycler Activity:		Not reported
Electronic Manifest Broker:		Not reported

Receive Date:		20140505
Handler Name:	CON EDISON VAULT: 2615	
Federal Waste Generator Description:		Not a generator, verified
State District Owner:		NY
Large Quantity Handler of Universal Waste:		No
Recognized Trader Importer:		No
Recognized Trader Exporter:		No
Spent Lead Acid Battery Importer:		No
Spent Lead Acid Battery Exporter:		No
Current Record:		Yes
Non Storage Recycler Activity:		Not reported
Electronic Manifest Broker:		Not reported

List of NAICS Codes and Descriptions:
NAICS Codes: No NAICS Codes Found

Facility Has Received Notices of Violations:
Violations: No Violations Found

Evaluation Action Summary:
Evaluations: No Evaluations Found

FINDS:
Registry ID: 110063763654

Click Here for FRS Facility Detail Report:

CON EDISON VAULT: 2615 (Continued) **1017772115**

Environmental Interest/Information System:
RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

Click this hyperlink while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

O87 **JC PENNEY** **RCRA NonGen / NLR** **1010566146**
ESE **200 BAYCHESTER AVE** **NYN008017410**
1/8-1/4 **BRONX, NY 10475**
0.177 mi.
933 ft. **Site 1 of 3 in cluster O**

Relative: Higher

Actual: 11 ft.

RCRA Listings:

Date Form Received by Agency:		20071212
Handler Name:	JC PENNEY	
Handler Address:		200 BAYCHESTER AVE
Handler City,State,Zip:		BRONX, NY 10475
EPA ID:		NYN008017410
Contact Name:		GEORGE ZETINO
Contact Address:		BAYCHESTER AVE
Contact City,State,Zip:		BRONX, NY 10475
Contact Telephone:		Not reported
Contact Fax:		Not reported
Contact Email:		Not reported
Contact Title:		Not reported
EPA Region:		02
Land Type:		Private
Federal Waste Generator Description:		Not a generator, verified
Non-Notifier:		Not reported
Biennial Report Cycle:		Not reported
Accessibility:		Not reported
Active Site Indicator:		Not reported
State District Owner:		NY
State District:		NYSDEC R2
Mailing Address:		BAYCHESTER AVE
Mailing City,State,Zip:		BRONX, NY 10475
Owner Name:	Not reported	
Owner Type:		Not reported
Operator Name:	Not reported	
Operator Type:		Not reported
Short-Term Generator Activity:		No
Importer Activity:		No
Mixed Waste Generator:		No
Transporter Activity:		No
Transfer Facility Activity:		No
Recycler Activity with Storage:		No
Small Quantity On-Site Burner Exemption:		No
Smelting Melting and Refining Furnace Exemption:		No
Underground Injection Control:		No
Off-Site Waste Receipt:		No
Universal Waste Indicator:		No
Universal Waste Destination Facility:		No
Federal Universal Waste:		No

JC PENNEY (Continued) **1010566146**

Active Site Fed-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site Converter Treatment storage and Disposal Facility:	Not reported
Active Site State-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site State-Reg Handler:	---
Federal Facility Indicator:	Not reported
Hazardous Secondary Material Indicator:	N
Sub-Part K Indicator:	Not reported
Commercial TSD Indicator:	No
Treatment Storage and Disposal Type:	Not reported
2018 GPRA Permit Baseline:	Not on the Baseline
2018 GPRA Renewals Baseline:	Not on the Baseline
Permit Renewals Workload Universe:	Not reported
Permit Workload Universe:	Not reported
Permit Progress Universe:	Not reported
Post-Closure Workload Universe:	Not reported
Closure Workload Universe:	Not reported
202 GPRA Corrective Action Baseline:	No
Corrective Action Workload Universe:	No
Subject to Corrective Action Universe:	No
Non-TSDFs Where RCRA CA has Been Imposed Universe:	No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:	No
TSDFs Only Subject to CA under Discretionary Auth Universe:	No
Corrective Action Priority Ranking:	No NCAPS ranking
Environmental Control Indicator:	No
Institutional Control Indicator:	No
Human Exposure Controls Indicator:	N/A
Groundwater Controls Indicator:	N/A
Operating TSDF Universe:	Not reported
Full Enforcement Universe:	Not reported
Significant Non-Complier Universe:	No
Unaddressed Significant Non-Complier Universe:	No
Addressed Significant Non-Complier Universe:	No
Significant Non-Complier With a Compliance Schedule Universe:	No
Financial Assurance Required: Not reported	
Handler Date of Last Change:	20150414
Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No
Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	No
Manifest Broker:	No
Sub-Part P Indicator:	No

Historic Generators:

Receive Date:	20071213
Handler Name: JC PENNEY	
Federal Waste Generator Description:	Not a generator, verified
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

JC PENNEY (Continued) **1010566146**

Receive Date:	20071212
Handler Name: JC PENNEY	
Federal Waste Generator Description:	Not a generator, verified
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	Yes
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

List of NAICS Codes and Descriptions:

NAICS Codes:	No NAICS Codes Found

Facility Has Received Notices of Violation:

Found Violation:	No
Agency Which Determined Violation:	Not reported
Violation Short Description:	Not reported
Date Violation was Determined:	Not reported
Actual Return to Compliance Date:	Not reported
Return to Compliance Qualifier:	Not reported
Violation Responsible Agency:	Not reported
Scheduled Compliance Date:	Not reported
Enforcement Identifier:	Not reported
Date of Enforcement Action:	Not reported
Enforcement Responsible Agency:	Not reported
Enforcement Docket Number:	Not reported
Enforcement Attorney:	Not reported
Corrective Action Component:	Not reported
Appeal Initiated Date:	Not reported
Appeal Resolution Date:	Not reported
Disposition Status Date:	Not reported
Disposition Status:	Not reported
Disposition Status Description:	Not reported
Consent/Final Order Sequence Number: Not reported	
Consent/Final Order Respondent Name:	Not reported
Consent/Final Order Lead Agency:	Not reported
Enforcement Type: Not reported	
Enforcement Responsible Person:	Not reported
Enforcement Responsible Sub-Organization:	Not reported
SEP Sequence Number: Not reported	
SEP Expenditure Amount:	Not reported
SEP Scheduled Completion Date:	Not reported
SEP Actual Date:	Not reported
SEP Defaulted Date:	Not reported
SEP Type:	Not reported
SEP Type Description:	Not reported
Proposed Amount:	Not reported
Final Monetary Amount:	Not reported
Paid Amount:	Not reported
Final Count:	Not reported
Final Amount:	Not reported

JC PENNEY (Continued) **1010566146**

Evaluation Action Summary:

Evaluation Date:	20071003
Evaluation Responsible Agency:	EPA
Found Violation:	No
Evaluation Type Description:	COMPLIANCE EVALUATION INSPECTION ON-SITE
Evaluation Responsible Person Identifier:	R2RV
Evaluation Responsible Sub-Organization:	RCB
Actual Return to Compliance Date:	Not reported
Scheduled Compliance Date:	Not reported
Date of Request:	Not reported
Date Response Received:	Not reported
Request Agency:	Not reported
Former Citation:	Not reported

O88 **CON EDISON** **NY MANIFEST** **S117061583**
ESE **200 BAYCHESTER AVE** **N/A**
1/8-1/4 **BRONX, NY 10466**
0.177 mi.
933 ft. **Site 2 of 3 in cluster O**

Relative: **Higher**
Actual: **11 ft.**

NY MANIFEST:

Name:	ULTA BEAUTY
Address:	200 BAYCHESTER AVE
City,State,Zip:	BRONX, NY 10475
Country:	USA
EPA ID:	NYN008017410
Facility Status:	Not reported
Location Address 1:	200 BAYCHESTER AVE
Code:	BP
Location Address 2:	Not reported
Total Tanks:	Not reported
Location City:	BRONX
Location State:	NY
Location Zip:	10475
Location Zip 4:	Not reported

NY MANIFEST:

EPAID:	NYN008017410
Mailing Name:	ULTA BEAUTY
Mailing Contact:	ULTA BEAUTY
Mailing Address 1:	200 BAYCHESTER AVE
Mailing Address 2:	Not reported
Mailing City:	BRONX
Mailing State:	NY
Mailing Zip:	10475
Mailing Zip 4:	Not reported
Mailing Country:	USA
Mailing Phone:	7188524024

Name:	CON EDISON
Address:	200 BAYCHESTER AVE
City,State,Zip:	BRONX, NY 10466
Country:	USA
EPA ID:	NYP004538971
Facility Status:	Not reported
Location Address 1:	200 BAYCHESTER AVE

CON EDISON (Continued) **S117061583**

Code: BP
Location Address 2: Not reported
Total Tanks: Not reported
Location City: BRONX
Location State: NY
Location Zip: 10475
Location Zip 4: Not reported

NY MANIFEST:
EPAID: NYP004538971
Mailing Name: CON EDISON
Mailing Contact: TOM TEELING
Mailing Address 1: 4 IRVING PLACE 15TH FLOOR
Mailing Address 2: Not reported
Mailing City: NEW YORK
Mailing State: NY
Mailing Zip: 10003
Mailing Zip 4: Not reported
Mailing Country: USA
Mailing Phone: Not reported

NY MANIFEST:
Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2018
Trans1 State ID: NJ0000027193
Trans2 State ID: Not reported
Generator Ship Date: 05/21/2014
Trans1 Recv Date: 05/21/2014
Trans2 Recv Date: Not reported
TSD Site Recv Date: 05/27/2014
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYP004538971
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSDF ID 1: NJD002200046
TSDF ID 2: Not reported
Manifest Tracking Number: 012771931JJK
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H110
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported

CON EDISON (Continued) **S117061583**

Quantity:	1000
Units:	P - Pounds
Number of Containers:	1
Container Type:	TT - Cargo tank, tank trucks
Handling Method:	T Chemical, physical, or biological treatment.
Specific Gravity:	1
Waste Code:	D008
Waste Code 1_2:	Not reported
Waste Code 1_3:	Not reported
Waste Code 1_4:	Not reported
Waste Code 1_5:	Not reported
Waste Code 1_6:	Not reported

Click this hyperlink while viewing on your computer to access
-1 additional NY MANIFEST: record(s) in the EDR Site Report.

O89 **CON EDISON CUSTOMER MANHOLE: 2** **RCRA NonGen / NLR** **1017776048**
ESE **200 BAYCHESTER AVE** **NYP004538971**
1/8-1/4 **BRONX, NY 10466**
0.177 mi.
933 ft. **Site 3 of 3 in cluster O**

Relative: **Higher**
Actual: **11 ft.**

RCRA Listings:

Date Form Received by Agency:		20140621
Handler Name:	CON EDISON CUSTOMER MANHOLE: 2	
Handler Address:		200 BAYCHESTER AVE
Handler City,State,Zip:		BRONX, NY 10466
EPA ID:		NYP004538971
Contact Name:		THOMAS TEELING
Contact Address:		Not reported
Contact City,State,Zip:		Not reported
Contact Telephone:		212-460-3770
Contact Fax:		Not reported
Contact Email:		Not reported
Contact Title:		SENIOR SCIENTIST
EPA Region:		02
Land Type:		Private
Federal Waste Generator Description:		Not a generator, verified
Non-Notifier:		Not reported
Biennial Report Cycle:		Not reported
Accessibility:		Not reported
Active Site Indicator:		Not reported
State District Owner:		NY
State District:		NYSDEC R2
Mailing Address:		IRVING PL, 15TH FL NE
Mailing City,State,Zip:		NEW YORK, NY 10003
Owner Name:	Not reported	
Owner Type:		Not reported
Operator Name:	Not reported	
Operator Type:		Not reported
Short-Term Generator Activity:		No
Importer Activity:		No
Mixed Waste Generator:		No
Transporter Activity:		No
Transfer Facility Activity:		No
Recycler Activity with Storage:		No
Small Quantity On-Site Burner Exemption:		No

CON EDISON CUSTOMER MANHOLE: 2 (Continued) **1017776048**

Smelting Melting and Refining Furnace Exemption:	No
Underground Injection Control:	No
Off-Site Waste Receipt:	No
Universal Waste Indicator:	No
Universal Waste Destination Facility:	No
Federal Universal Waste:	No
Active Site Fed-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site Converter Treatment storage and Disposal Facility:	Not reported
Active Site State-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site State-Reg Handler:	---
Federal Facility Indicator:	Not reported
Hazardous Secondary Material Indicator:	NN
Sub-Part K Indicator:	Not reported
Commercial TSD Indicator:	No
Treatment Storage and Disposal Type:	Not reported
2018 GPRA Permit Baseline:	Not on the Baseline
2018 GPRA Renewals Baseline:	Not on the Baseline
Permit Renewals Workload Universe:	Not reported
Permit Workload Universe:	Not reported
Permit Progress Universe:	Not reported
Post-Closure Workload Universe:	Not reported
Closure Workload Universe:	Not reported
202 GPRA Corrective Action Baseline:	No
Corrective Action Workload Universe:	No
Subject to Corrective Action Universe:	No
Non-TSDFs Where RCRA CA has Been Imposed Universe:	No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:	No
TSDFs Only Subject to CA under Discretionary Auth Universe:	No
Corrective Action Priority Ranking:	No NCAPS ranking
Environmental Control Indicator:	No
Institutional Control Indicator:	No
Human Exposure Controls Indicator:	N/A
Groundwater Controls Indicator:	N/A
Operating TSDF Universe:	Not reported
Full Enforcement Universe:	Not reported
Significant Non-Complier Universe:	No
Unaddressed Significant Non-Complier Universe:	No
Addressed Significant Non-Complier Universe:	No
Significant Non-Complier With a Compliance Schedule Universe:	No
Financial Assurance Required: Not reported	
Handler Date of Last Change:	20150211
Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No
Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	Not reported
Manifest Broker:	Not reported
Sub-Part P Indicator:	No

Historic Generators:

Receive Date:	20140521
Handler Name: CON EDISON	
Federal Waste Generator Description:	Large Quantity Generator
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No

CON EDISON CUSTOMER MANHOLE: 2 (Continued) **1017776048**

Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

Receive Date:	20140521
Handler Name: CON EDISON	
Federal Waste Generator Description:	Not a generator, verified
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

Receive Date:	20140621
Handler Name: CON EDISON CUSTOMER MANHOLE: 2	
Federal Waste Generator Description:	Not a generator, verified
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	Yes
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

List of NAICS Codes and Descriptions:
NAICS Codes: No NAICS Codes Found

Facility Has Received Notices of Violations:
Violations: No Violations Found

Evaluation Action Summary:
Evaluations: No Evaluations Found

P90 **MOBIL R/S #10003** **NY UST U001839121**
NNE **500 BAYCHESTER AVENUE** **NY AST N/A**
1/8-1/4 **BRONX, NY 10475**
0.214 mi.
1129 ft. **Site 1 of 3 in cluster P**

Relative:
Higher

Actual:
18 ft.

UST:

Name:	MOBIL R/S #10003
Address:	500 BAYCHESTER AVENUE
City,State,Zip:	BRONX, NY 10475
Id/Status:	2-156515 / Unregulated/Closed
Program Type:	PBS
Region:	STATE

MOBIL R/S #10003 (Continued) **U001839121**

DEC Region: 2
Expiration Date: N/A
UTM X: 598465.42521
UTM Y: 4524896.80275
Site Type: Retail Gasoline Sales

Affiliation Records:

Site Id: 5132
Affiliation Type: Mail Contact
Company Name: LIBERTY PETROLEUM REALTY, LLC
Contact Type: Not reported
Contact Name: MEGAN TINGLEY
Address1: 6820-B COMMERCIAL DRIVE
Address2: Not reported
City: SPRINGFIELD
State: VA
Zip Code: 22151
Country Code: 001
Phone: (703) 750-6810
EMail: MTINGLEY@CAPITOLPETRO.COM
Fax Number: Not reported
Modified By: NRLOMBAR
Date Last Modified: 2014-07-08

Site Id: 5132
Affiliation Type: Facility Operator
Company Name: EXXONMOBIL R/S #10003
Contact Type: Not reported
Contact Name: STATION MANAGER
Address1: Not reported
Address2: Not reported
City: Not reported
State: NN
Zip Code: Not reported
Country Code: 001
Phone: (718) 379-8731
EMail: Not reported
Fax Number: Not reported
Modified By: NRLOMBAR
Date Last Modified: 2007-11-15

Site Id: 5132
Affiliation Type: Facility Owner
Company Name: LIBERTY PETROLEUM REALTY, LLC
Contact Type: Not reported
Contact Name: Not reported
Address1: 6820-B COMMERCIAL DRIVE
Address2: Not reported
City: SPRINGFIELD
State: VA
Zip Code: 22151
Country Code: 001
Phone: (703) 750-6810
EMail: Not reported
Fax Number: Not reported
Modified By: NRLOMBAR
Date Last Modified: 2013-03-07

MOBIL R/S #10003 (Continued) **U001839121**

Site Id:	5132
Affiliation Type:	Emergency Contact
Company Name:	EXXONMOBIL OIL CORPORATION
Contact Type:	Not reported
Contact Name:	FMS SPILL RESPONSE HOTLINE
Address1:	Not reported
Address2:	Not reported
City:	Not reported
State:	NN
Zip Code:	Not reported
Country Code:	999
Phone:	(800) 997-7725
EMail:	Not reported
Fax Number:	Not reported
Modified By:	BHYUKOWE
Date Last Modified:	2010-05-11

Tank Info:

Tank Number:	001
Tank ID:	29249
Tank Status:	Closed Prior to Micro Conversion, 03/91
Material Name:	Closed Prior to Micro Conversion, 03/91
Capacity Gallons:	550
Install Date:	12/01/1971
Date Tank Closed:	Not reported
Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel
Material Code:	0001
Common Name of Substance:	#2 Fuel Oil (On-Site Consumption)
Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

G00 - Tank Secondary Containment - None
J03 - Dispenser - Gravity
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
H00 - Tank Leak Detection - None
I00 - Overfill - None
A00 - Tank Internal Protection - None

Tank Number:	002
Tank ID:	29250
Tank Status:	Closed Prior to Micro Conversion, 03/91
Material Name:	Closed Prior to Micro Conversion, 03/91
Capacity Gallons:	550
Install Date:	12/01/1971

MOBIL R/S #10003 (Continued) **U001839121**

Date Tank Closed: Not reported
Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel
Material Code: 9999
Common Name of Substance: Other

Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

G00 - Tank Secondary Containment - None
H00 - Tank Leak Detection - None
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
I00 - Overfill - None
A00 - Tank Internal Protection - None
J03 - Dispenser - Gravity

Tank Number: 003
Tank ID: 29251
Tank Status: Closed - In Place
Material Name: Closed - In Place
Capacity Gallons: 550
Install Date: 12/01/1971
Date Tank Closed: 06/06/2005
Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel
Material Code: 0009
Common Name of Substance: Gasoline

Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

J02 - Dispenser - Suction Dispenser
G00 - Tank Secondary Containment - None
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
H00 - Tank Leak Detection - None
I00 - Overfill - None
A00 - Tank Internal Protection - None

MOBIL R/S #10003 (Continued) **U001839121**

Tank Number:	004
Tank ID:	29252
Tank Status:	Closed - In Place
Material Name:	Closed - In Place
Capacity Gallons:	550
Install Date:	12/01/1971
Date Tank Closed:	06/06/2005
Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel
Material Code:	0009
Common Name of Substance:	Gasoline
Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser
A00 - Tank Internal Protection - None
C00 - Pipe Location - No Piping
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
B00 - Tank External Protection - None
H00 - Tank Leak Detection - None
I00 - Overfill - None

Tank Number:	005
Tank ID:	29253
Tank Status:	Closed - In Place
Material Name:	Closed - In Place
Capacity Gallons:	550
Install Date:	12/01/1971
Date Tank Closed:	06/06/2005
Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel
Material Code:	0009
Common Name of Substance:	Gasoline
Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
D02 - Pipe Type - Galvanized Steel

MOBIL R/S #10003 (Continued) **U001839121**

F00 - Pipe External Protection - None
H00 - Tank Leak Detection - None
I00 - Overfill - None
A00 - Tank Internal Protection - None

Tank Number:	006
Tank ID:	29254
Tank Status:	Closed - Removed
Material Name:	Closed - Removed
Capacity Gallons:	550
Install Date:	12/01/1971
Date Tank Closed:	06/06/2005
Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel
Material Code:	0009
Common Name of Substance:	Gasoline
Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

J02 - Dispenser - Suction Dispenser
G00 - Tank Secondary Containment - None
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
H00 - Tank Leak Detection - None
I00 - Overfill - None
A00 - Tank Internal Protection - None

Tank Number:	007
Tank ID:	72000
Tank Status:	Closed - Removed
Material Name:	Closed - Removed
Capacity Gallons:	1000
Install Date:	11/01/1989
Date Tank Closed:	10/01/2013
Registered:	True
Tank Location:	Underground
Tank Type:	Equivalent technology
Material Code:	0022
Common Name of Substance:	Waste Oil/Used Oil
Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

MOBIL R/S #10003 (Continued) **U001839121**

Equipment Records:

J00 - Dispenser - None
A00 - Tank Internal Protection - None
H01 - Tank Leak Detection - Interstitial - Electronic Monitoring
G04 - Tank Secondary Containment - Double-Walled (Underground)
D00 - Pipe Type - No Piping
L00 - Piping Leak Detection - None
C00 - Pipe Location - No Piping
F00 - Pipe External Protection - None
B04 - Tank External Protection - Fiberglass
E00 - Piping Secondary Containment - None
I00 - Overfill - None
K01 - Spill Prevention - Catch Basin

Tank Number:	007-A
Tank ID:	72001
Tank Status:	Closed - Removed
Material Name:	Closed - Removed
Capacity Gallons:	550
Install Date:	12/01/1971
Date Tank Closed:	06/06/2005
Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel
Material Code:	0009
Common Name of Substance:	Gasoline
Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

H00 - Tank Leak Detection - None
I00 - Overfill - None
B00 - Tank External Protection - None
A00 - Tank Internal Protection - None
C00 - Pipe Location - No Piping
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser

Tank Number:	008
Tank ID:	29255
Tank Status:	Closed - Removed
Material Name:	Closed - Removed
Capacity Gallons:	550
Install Date:	12/01/1971
Date Tank Closed:	06/06/2005
Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel

MOBIL R/S #10003 (Continued) **U001839121**

Material Code: 0009
Common Name of Substance: Gasoline

Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
H00 - Tank Leak Detection - None
I00 - Overfill - None
A00 - Tank Internal Protection - None

Tank Number: 009
Tank ID: 29256
Tank Status: Closed - Removed
Material Name: Closed - Removed
Capacity Gallons: 550
Install Date: 12/01/1971
Date Tank Closed: 06/06/2005
Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel
Material Code: 0009
Common Name of Substance: Gasoline

Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
H00 - Tank Leak Detection - None
I00 - Overfill - None
A00 - Tank Internal Protection - None
G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser

Tank Number: 010
Tank ID: 29257
Tank Status: Closed - Removed
Material Name: Closed - Removed

MOBIL R/S #10003 (Continued) **U001839121**

Capacity Gallons:	550
Install Date:	12/01/1971
Date Tank Closed:	06/06/2005
Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel
Material Code:	0009
Common Name of Substance:	Gasoline
Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
H00 - Tank Leak Detection - None
I00 - Overfill - None
A00 - Tank Internal Protection - None

Tank Number:	011
Tank ID:	29258
Tank Status:	Closed - Removed
Material Name:	Closed - Removed
Capacity Gallons:	550
Install Date:	12/01/1971
Date Tank Closed:	06/06/2005
Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel
Material Code:	0009
Common Name of Substance:	Gasoline
Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
A00 - Tank Internal Protection - None
H00 - Tank Leak Detection - None
I00 - Overfill - None

MOBIL R/S #10003 (Continued) **U001839121**

Tank Number:	012
Tank ID:	29259
Tank Status:	Closed - Removed
Material Name:	Closed - Removed
Capacity Gallons:	550
Install Date:	12/01/1971
Date Tank Closed:	06/06/2005
Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel
Material Code:	0009
Common Name of Substance:	Gasoline
Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

J02 - Dispenser - Suction Dispenser
G00 - Tank Secondary Containment - None
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
H00 - Tank Leak Detection - None
I00 - Overfill - None
A00 - Tank Internal Protection - None

Tank Number:	013
Tank ID:	29260
Tank Status:	Closed - Removed
Material Name:	Closed - Removed
Capacity Gallons:	550
Install Date:	12/01/1971
Date Tank Closed:	06/06/2005
Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel
Material Code:	0009
Common Name of Substance:	Gasoline
Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser
H00 - Tank Leak Detection - None
I00 - Overfill - None
B00 - Tank External Protection - None

MOBIL R/S #10003 (Continued) **U001839121**

C00 - Pipe Location - No Piping
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
A00 - Tank Internal Protection - None

Tank Number: 014
Tank ID: 29261
Tank Status: Closed - Removed
Material Name: Closed - Removed
Capacity Gallons: 550
Install Date: 12/01/1971
Date Tank Closed: 06/06/2005
Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel
Material Code: 0009
Common Name of Substance: Gasoline

Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser
A00 - Tank Internal Protection - None
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
H00 - Tank Leak Detection - None
I00 - Overfill - None

Tank Number: 015
Tank ID: 29262
Tank Status: Closed - Removed
Material Name: Closed - Removed
Capacity Gallons: 550
Install Date: 12/01/1971
Date Tank Closed: 06/06/2005
Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel
Material Code: 0009
Common Name of Substance: Gasoline

Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

MOBIL R/S #10003 (Continued) **U001839121**

Equipment Records:
J02 - Dispenser - Suction Dispenser
G00 - Tank Secondary Containment - None
C00 - Pipe Location - No Piping
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
B00 - Tank External Protection - None
H00 - Tank Leak Detection - None
I00 - Overfill - None
A00 - Tank Internal Protection - None

Tank Number:	016
Tank ID:	29263
Tank Status:	Closed - Removed
Material Name:	Closed - Removed
Capacity Gallons:	550
Install Date:	12/01/1971
Date Tank Closed:	06/06/2005
Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel
Material Code:	0009
Common Name of Substance:	Gasoline
Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:
H00 - Tank Leak Detection - None
I00 - Overfill - None
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
A00 - Tank Internal Protection - None
G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser

Tank Number:	017
Tank ID:	29264
Tank Status:	Closed - Removed
Material Name:	Closed - Removed
Capacity Gallons:	550
Install Date:	12/01/1971
Date Tank Closed:	06/06/2005
Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel
Material Code:	0009
Common Name of Substance:	Gasoline

MOBIL R/S #10003 (Continued) **U001839121**

Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
H00 - Tank Leak Detection - None
I00 - Overfill - None
A00 - Tank Internal Protection - None

Tank Number: 018
Tank ID: 29265
Tank Status: Closed - Removed
Material Name: Closed - Removed
Capacity Gallons: 550
Install Date: 12/01/1971
Date Tank Closed: 06/06/2005
Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel
Material Code: 0009
Common Name of Substance: Gasoline

Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

H00 - Tank Leak Detection - None
I00 - Overfill - None
G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
A00 - Tank Internal Protection - None

Tank Number: 019
Tank ID: 29266
Tank Status: Closed - In Place
Material Name: Closed - In Place
Capacity Gallons: 550
Install Date: 12/01/1971
Date Tank Closed: 06/06/2005

MOBIL R/S #10003 (Continued) **U001839121**

Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel
Material Code: 0009
Common Name of Substance: Gasoline

Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

H00 - Tank Leak Detection - None
I00 - Overfill - None
A00 - Tank Internal Protection - None
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser

Tank Number: 020
Tank ID: 29267
Tank Status: Closed - In Place
Material Name: Closed - In Place
Capacity Gallons: 550
Install Date: 12/01/1971
Date Tank Closed: 06/06/2005
Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel
Material Code: 0009
Common Name of Substance: Gasoline

Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
H00 - Tank Leak Detection - None
I00 - Overfill - None
A00 - Tank Internal Protection - None

Tank Number: 021

MOBIL R/S #10003 (Continued) **U001839121**

Tank ID: 29268
Tank Status: Closed - In Place
Material Name: Closed - In Place
Capacity Gallons: 550
Install Date: 12/01/1971
Date Tank Closed: 06/06/2005
Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel
Material Code: 0009
Common Name of Substance: Gasoline

Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:
J02 - Dispenser - Suction Dispenser
G00 - Tank Secondary Containment - None
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
H00 - Tank Leak Detection - None
I00 - Overfill - None
A00 - Tank Internal Protection - None

Tank Number: 022
Tank ID: 29269
Tank Status: Closed - In Place
Material Name: Closed - In Place
Capacity Gallons: 550
Install Date: 12/01/1971
Date Tank Closed: 06/06/2005
Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel
Material Code: 0009
Common Name of Substance: Gasoline

Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:
G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser
A00 - Tank Internal Protection - None
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
D02 - Pipe Type - Galvanized Steel

MOBIL R/S #10003 (Continued) **U001839121**

F00 - Pipe External Protection - None
H00 - Tank Leak Detection - None
I00 - Overfill - None

Tank Number:	031
Tank ID:	29270
Tank Status:	Closed - Removed
Material Name:	Closed - Removed
Capacity Gallons:	4000
Install Date:	06/01/1987
Date Tank Closed:	10/01/2013
Registered:	True
Tank Location:	Underground
Tank Type:	Equivalent technology
Material Code:	2712
Common Name of Substance:	Gasoline/Ethanol
Tightness Test Method:	21
Date Test:	11/09/2004
Next Test Date:	Not reported
Pipe Model:	D
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

G04 - Tank Secondary Containment - Double-Walled (Underground)
C02 - Pipe Location - Underground/On-ground
F04 - Pipe External Protection - Fiberglass
B04 - Tank External Protection - Fiberglass
D06 - Pipe Type - Fiberglass Reinforced Plastic (FRP)
I02 - Overfill - High Level Alarm
K01 - Spill Prevention - Catch Basin
E04 - Piping Secondary Containment - Double walled UG
J01 - Dispenser - Pressurized Dispenser
L07 - Piping Leak Detection - Pressurized Piping Leak Detector
A00 - Tank Internal Protection - None
H01 - Tank Leak Detection - Interstitial - Electronic Monitoring
I03 - Overfill - Automatic Shut-Off
L02 - Piping Leak Detection - Interstitial - Manual Monitoring

Tank Number:	032
Tank ID:	29271
Tank Status:	Closed - Removed
Material Name:	Closed - Removed
Capacity Gallons:	4000
Install Date:	06/01/1987
Date Tank Closed:	10/01/2013
Registered:	True
Tank Location:	Underground
Tank Type:	Equivalent technology
Material Code:	2712
Common Name of Substance:	Gasoline/Ethanol
Tightness Test Method:	21
Date Test:	11/09/2004
Next Test Date:	Not reported

MOBIL R/S #10003 (Continued) **U001839121**

Pipe Model: D
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

L02 - Piping Leak Detection - Interstitial - Manual Monitoring
C02 - Pipe Location - Underground/On-ground
F04 - Pipe External Protection - Fiberglass
L07 - Piping Leak Detection - Pressurized Piping Leak Detector
E04 - Piping Secondary Containment - Double walled UG
J01 - Dispenser - Pressurized Dispenser
B04 - Tank External Protection - Fiberglass
D06 - Pipe Type - Fiberglass Reinforced Plastic (FRP)
I02 - Overfill - High Level Alarm
K01 - Spill Prevention - Catch Basin
A00 - Tank Internal Protection - None
H01 - Tank Leak Detection - Interstitial - Electronic Monitoring
I03 - Overfill - Automatic Shut-Off
G04 - Tank Secondary Containment - Double-Walled (Underground)

Tank Number: 033
Tank ID: 29272
Tank Status: Closed - Removed
Material Name: Closed - Removed
Capacity Gallons: 4000
Install Date: 06/01/1987
Date Tank Closed: 10/01/2013
Registered: True
Tank Location: Underground
Tank Type: Equivalent technology
Material Code: 2712
Common Name of Substance: Gasoline/Ethanol

Tightness Test Method: 21
Date Test: 11/09/2004
Next Test Date: Not reported
Pipe Model: D
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

G04 - Tank Secondary Containment - Double-Walled (Underground)
L02 - Piping Leak Detection - Interstitial - Manual Monitoring
C02 - Pipe Location - Underground/On-ground
F04 - Pipe External Protection - Fiberglass
E04 - Piping Secondary Containment - Double walled UG
J01 - Dispenser - Pressurized Dispenser
L07 - Piping Leak Detection - Pressurized Piping Leak Detector
B04 - Tank External Protection - Fiberglass
D06 - Pipe Type - Fiberglass Reinforced Plastic (FRP)
I02 - Overfill - High Level Alarm
K01 - Spill Prevention - Catch Basin
A00 - Tank Internal Protection - None
H01 - Tank Leak Detection - Interstitial - Electronic Monitoring
I03 - Overfill - Automatic Shut-Off

MOBIL R/S #10003 (Continued) **U001839121**

Tank Number:	034
Tank ID:	29273
Tank Status:	Closed - Removed
Material Name:	Closed - Removed
Capacity Gallons:	4000
Install Date:	06/01/1987
Date Tank Closed:	10/01/2013
Registered:	True
Tank Location:	Underground
Tank Type:	Equivalent technology
Material Code:	2712
Common Name of Substance:	Gasoline/Ethanol
Tightness Test Method:	21
Date Test:	11/09/2004
Next Test Date:	Not reported
Pipe Model:	D
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

L02 - Piping Leak Detection - Interstitial - Manual Monitoring
G04 - Tank Secondary Containment - Double-Walled (Underground)
C02 - Pipe Location - Underground/On-ground
F04 - Pipe External Protection - Fiberglass
E04 - Piping Secondary Containment - Double walled UG
J01 - Dispenser - Pressurized Dispenser
B04 - Tank External Protection - Fiberglass
D06 - Pipe Type - Fiberglass Reinforced Plastic (FRP)
I02 - Overfill - High Level Alarm
K01 - Spill Prevention - Catch Basin
A00 - Tank Internal Protection - None
H01 - Tank Leak Detection - Interstitial - Electronic Monitoring
I03 - Overfill - Automatic Shut-Off
L07 - Piping Leak Detection - Pressurized Piping Leak Detector

Tank Number:	035
Tank ID:	29274
Tank Status:	Closed - Removed
Material Name:	Closed - Removed
Capacity Gallons:	4000
Install Date:	06/01/1987
Date Tank Closed:	10/01/2013
Registered:	True
Tank Location:	Underground
Tank Type:	Equivalent technology
Material Code:	2712
Common Name of Substance:	Gasoline/Ethanol
Tightness Test Method:	21
Date Test:	11/09/2004
Next Test Date:	Not reported
Pipe Model:	D
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

MOBIL R/S #10003 (Continued) **U001839121**

G04 - Tank Secondary Containment - Double-Walled (Underground)
L02 - Piping Leak Detection - Interstitial - Manual Monitoring
B04 - Tank External Protection - Fiberglass
D06 - Pipe Type - Fiberglass Reinforced Plastic (FRP)
I02 - Overfill - High Level Alarm
K01 - Spill Prevention - Catch Basin
C02 - Pipe Location - Underground/On-ground
F04 - Pipe External Protection - Fiberglass
L07 - Piping Leak Detection - Pressurized Piping Leak Detector
E04 - Piping Secondary Containment - Double walled UG
J01 - Dispenser - Pressurized Dispenser
A00 - Tank Internal Protection - None
H01 - Tank Leak Detection - Interstitial - Electronic Monitoring

Tank Number:	036
Tank ID:	44260
Tank Status:	Closed - Removed
Material Name:	Closed - Removed
Capacity Gallons:	1000
Install Date:	11/01/1989
Date Tank Closed:	10/01/2013
Registered:	True
Tank Location:	Underground
Tank Type:	Equivalent technology
Material Code:	0001
Common Name of Substance:	#2 Fuel Oil (On-Site Consumption)
Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	F
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

D10 - Pipe Type - Copper
C03 - Pipe Location - Aboveground/Underground Combination
J02 - Dispenser - Suction Dispenser
G04 - Tank Secondary Containment - Double-Walled (Underground)
I05 - Overfill - Vent Whistle
A00 - Tank Internal Protection - None
H01 - Tank Leak Detection - Interstitial - Electronic Monitoring
F00 - Pipe External Protection - None
B04 - Tank External Protection - Fiberglass
E00 - Piping Secondary Containment - None
K01 - Spill Prevention - Catch Basin
L09 - Piping Leak Detection - Exempt Suction Piping

Tank Number:	036A
Tank ID:	56213
Tank Status:	Tank Converted to Non-Regulated Use
Material Name:	Tank Converted to Non-Regulated Use
Capacity Gallons:	1000
Install Date:	11/01/1989
Date Tank Closed:	Not reported
Registered:	True

MOBIL R/S #10003 (Continued) **U001839121**

Tank Location: Underground
Tank Type: Equivalent technology
Material Code: 9999
Common Name of Substance: Other

Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

G04 - Tank Secondary Containment - Double-Walled (Underground)
B04 - Tank External Protection - Fiberglass
I00 - Overfill - None
A00 - Tank Internal Protection - None
H01 - Tank Leak Detection - Interstitial - Electronic Monitoring
C00 - Pipe Location - No Piping
F00 - Pipe External Protection - None
J00 - Dispenser - None
D00 - Pipe Type - No Piping

AST:
Name: MOBIL R/S #10003
Address: 500 BAYCHESTER AVENUE
City,State,Zip: BRONX, NY 10475
Region: STATE
DEC Region: 2
Site Status: Unregulated/Closed
Facility Id: 2-156515
Program Type: PBS
UTM X: 598465.42521
UTM Y: 4524896.80275
Expiration Date: N/A
Site Type: Retail Gasoline Sales

Affiliation Records:
Site Id: 5132
Affiliation Type: Mail Contact
Company Name: LIBERTY PETROLEUM REALTY, LLC
Contact Type: Not reported
Contact Name: MEGAN TINGLEY
Address1: 6820-B COMMERCIAL DRIVE
Address2: Not reported
City: SPRINGFIELD
State: VA
Zip Code: 22151
Country Code: 001
Phone: (703) 750-6810
EMail: MTINGLEY@CAPITOLPETRO.COM
Fax Number: Not reported
Modified By: NRLOMBAR
Date Last Modified: 2014-07-08

Site Id: 5132
Affiliation Type: Facility Operator
Company Name: EXXONMOBIL R/S #10003

MOBIL R/S #10003 (Continued) **U001839121**

Contact Type:	Not reported
Contact Name:	STATION MANAGER
Address1:	Not reported
Address2:	Not reported
City:	Not reported
State:	NN
Zip Code:	Not reported
Country Code:	001
Phone:	(718) 379-8731
EMail:	Not reported
Fax Number:	Not reported
Modified By:	NRLOMBAR
Date Last Modified:	2007-11-15

Site Id:	5132
Affiliation Type:	Facility Owner
Company Name:	LIBERTY PETROLEUM REALTY, LLC
Contact Type:	Not reported
Contact Name:	Not reported
Address1:	6820-B COMMERCIAL DRIVE
Address2:	Not reported
City:	SPRINGFIELD
State:	VA
Zip Code:	22151
Country Code:	001
Phone:	(703) 750-6810
EMail:	Not reported
Fax Number:	Not reported
Modified By:	NRLOMBAR
Date Last Modified:	2013-03-07

Site Id:	5132
Affiliation Type:	Emergency Contact
Company Name:	EXXONMOBIL OIL CORPORATION
Contact Type:	Not reported
Contact Name:	FMS SPILL RESPONSE HOTLINE
Address1:	Not reported
Address2:	Not reported
City:	Not reported
State:	NN
Zip Code:	Not reported
Country Code:	999
Phone:	(800) 997-7725
EMail:	Not reported
Fax Number:	Not reported
Modified By:	BHYUKOWE
Date Last Modified:	2010-05-11

Tank Info:

Tank Number:	036A
Tank Id:	219124
Material Code:	0013
Common Name of Substance:	Lube Oil

Equipment Records:

MOBIL R/S #10003 (Continued) **U001839121**

E00 - Piping Secondary Containment - None
I02 - Overfill - High Level Alarm
K01 - Spill Prevention - Catch Basin
L09 - Piping Leak Detection - Exempt Suction Piping
C01 - Pipe Location - Aboveground
A00 - Tank Internal Protection - None
B01 - Tank External Protection - Painted/Asphalt Coating
D01 - Pipe Type - Steel/Carbon Steel/Iron
G09 - Tank Secondary Containment - Modified Double-Walled (Aboveground)
F00 - Pipe External Protection - None
H02 - Tank Leak Detection - Interstitial - Manual Monitoring
J02 - Dispenser - Suction Dispenser

Tank Location:	Aboveground - on saddles, legs, racks, etc.... Tank bottom is elevated above grade or tank pad, allowing visual inspection.
Tank Type:	Steel/Carbon Steel/Iron
Tank Status:	Closed - Removed
Pipe Model:	Not reported
Install Date:	11/01/1989
Capacity Gallons:	250
Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Date Tank Closed:	04/01/2005
Register:	True
Modified By:	MJGRIFFI
Last Modified:	05/09/2022
Material Name:	lube oil

P91 **MOBIL OIL CORP SS QGE** **RCRA NonGen / NLR** **1000553149**
NNE **500 BAYCHESTER AVE** **NYD986955615**
1/8-1/4 **BRONX, NY 10475**
0.214 mi.
1129 ft. **Site 2 of 3 in cluster P**

Relative: **Higher**
Actual: **18 ft.**

RCRA Listings:

Date Form Received by Agency:		20070101
Handler Name:	MOBIL OIL CORP SS QGE	
Handler Address:		500 BAYCHESTER AVE
Handler City,State,Zip:		BRONX, NY 10475-4566
EPA ID:		NYD986955615
Contact Name:		Not reported
Contact Address:		GALLOWS RD MKTG ENVIRON
Contact City,State,Zip:		FAIRFAX, NY 22037
Contact Telephone:		Not reported
Contact Fax:		Not reported
Contact Email:		Not reported
Contact Title:		Not reported
EPA Region:		02
Land Type:		Not reported
Federal Waste Generator Description:		Not a generator, verified
Non-Notifier:		Not reported
Biennial Report Cycle:		Not reported
Accessibility:		Not reported
Active Site Indicator:		Not reported
State District Owner:		NY
State District:		NYSDEC R2
Mailing Address:		GALLOWS RD MKTG ENVIRON

MOBIL OIL CORP SS QGE (Continued) **1000553149**

Mailing City,State,Zip:		FAIRFAX, NY 22037
Owner Name:	MOBIL OIL CORP	
Owner Type:		Private
Operator Name:	MOBIL OIL CORP	
Operator Type:		Private
Short-Term Generator Activity:		No
Importer Activity:		No
Mixed Waste Generator:		No
Transporter Activity:		No
Transfer Facility Activity:		No
Recycler Activity with Storage:		No
Small Quantity On-Site Burner Exemption:		No
Smelting Melting and Refining Furnace Exemption:		No
Underground Injection Control:		No
Off-Site Waste Receipt:		No
Universal Waste Indicator:		No
Universal Waste Destination Facility:		No
Federal Universal Waste:		No
Active Site Fed-Reg Treatment Storage and Disposal Facility:		Not reported
Active Site Converter Treatment storage and Disposal Facility:		Not reported
Active Site State-Reg Treatment Storage and Disposal Facility:		Not reported
Active Site State-Reg Handler:		---
Federal Facility Indicator:		Not reported
Hazardous Secondary Material Indicator:		N
Sub-Part K Indicator:		Not reported
Commercial TSD Indicator:		No
Treatment Storage and Disposal Type:		Not reported
2018 GPRA Permit Baseline:		Not on the Baseline
2018 GPRA Renewals Baseline:		Not on the Baseline
Permit Renewals Workload Universe:		Not reported
Permit Workload Universe:		Not reported
Permit Progress Universe:		Not reported
Post-Closure Workload Universe:		Not reported
Closure Workload Universe:		Not reported
202 GPRA Corrective Action Baseline:		No
Corrective Action Workload Universe:		No
Subject to Corrective Action Universe:		No
Non-TSDFs Where RCRA CA has Been Imposed Universe:		No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:		No
TSDFs Only Subject to CA under Discretionary Auth Universe:		No
Corrective Action Priority Ranking:		No NCAPS ranking
Environmental Control Indicator:		No
Institutional Control Indicator:		No
Human Exposure Controls Indicator:		N/A
Groundwater Controls Indicator:		N/A
Operating TSDF Universe:		Not reported
Full Enforcement Universe:		Not reported
Significant Non-Complier Universe:		No
Unaddressed Significant Non-Complier Universe:		No
Addressed Significant Non-Complier Universe:		No
Significant Non-Complier With a Compliance Schedule Universe:		No
Financial Assurance Required:	Not reported	
Handler Date of Last Change:		20150414
Recognized Trader-Importer:		No
Recognized Trader-Exporter:		No
Importer of Spent Lead Acid Batteries:		No
Exporter of Spent Lead Acid Batteries:		No

MOBIL OIL CORP SS QGE (Continued) **1000553149**

Recycler Activity Without Storage: No
Manifest Broker: No
Sub-Part P Indicator: No

Hazardous Waste Summary:
Waste Code: D000
Waste Description: Not Defined

Waste Code: D001
Waste Description: IGNITABLE WASTE

Waste Code: D008
Waste Description: LEAD

Handler - Owner Operator:
Owner/Operator Indicator: Owner
Owner/Operator Name: MOBIL OIL CORP
Legal Status: Private
Date Became Current: Not reported
Date Ended Current: Not reported
Owner/Operator Address: 3225 GALLOWS RD
Owner/Operator City,State,Zip: FAIRFAX, VA 22037
Owner/Operator Telephone: 703-849-3330
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Operator
Owner/Operator Name: MOBIL OIL CORP
Legal Status: Private
Date Became Current: Not reported
Date Ended Current: Not reported
Owner/Operator Address: 3225 GALLOWS RD
Owner/Operator City,State,Zip: FAIRFAX, VA 22037
Owner/Operator Telephone: 703-849-3330
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner
Owner/Operator Name: MOBIL OIL CORP
Legal Status: Private
Date Became Current: Not reported
Date Ended Current: Not reported
Owner/Operator Address: 3225 GALLOWS RD
Owner/Operator City,State,Zip: FAIRFAX, VA 22037
Owner/Operator Telephone: 703-849-3330
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Historic Generators:
Receive Date: 19990708
Handler Name: MOBIL OIL CORP SS QGE
Federal Waste Generator Description: Not a generator, verified

MOBIL OIL CORP SS QGE (Continued) **1000553149**

State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 20060101
Handler Name: MOBIL OIL CORP SS QGE
Federal Waste Generator Description: Not a generator, verified
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 20070101
Handler Name: MOBIL OIL CORP SS QGE
Federal Waste Generator Description: Not a generator, verified
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: Yes
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 19910410
Handler Name: MOBIL OIL CORP SS QGE
Federal Waste Generator Description: Small Quantity Generator
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:
NAICS Codes: No NAICS Codes Found

Facility Has Received Notices of Violations:
Violations: No Violations Found

MOBIL OIL CORP SS QGE (Continued) **1000553149**

Evaluation Action Summary:
Evaluations: No Evaluations Found

P92 **EXXONMOBIL** **NY LTANKS** **S110044664**
NNE **500 BAYCHESTER AVENUE** **NY Spills** **N/A**
1/8-1/4 **BRONX, NY**
0.214 mi.
1129 ft. **Site 3 of 3 in cluster P**

Relative:
Higher

Actual:
18 ft.

LTANKS:

Name:	EXXONMOBIL
Address:	500 BAYCHESTER AVENUE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	8700389 / 1987-04-14
Facility ID:	8700389
Site ID:	145553
Spill Date:	1987-04-14
Spill Cause:	Tank Failure
Spill Source:	Gasoline Station or other PBS Facility
Spill Class:	A3
Cleanup Ceased:	1987-04-14
SWIS:	0301
Investigator:	SIGONA
Referred To:	Not reported
Reported to Dept:	1987-04-14
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Responsible Party
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	True
Remediation Phase:	0
Date Entered In Computer:	1987-04-14
Spill Record Last Update:	2003-09-29
Spiller Name:	JOANNE WALLACH
Spiller Company:	EXXONMOBIL CORP
Spiller Address:	3225 GALLOWS ROAD
Spiller County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	124024
DEC Memo:	""
Remarks:	"JIM SCOTT ENG. MOBIL (914-668-7734) FLOATING PRODUCT IN A TANK. COM-TAMINATED MATERIAL 375 CUBIC YARDS."

All Materials:

Site ID:	145553
Operable Unit ID:	906460
Operable Unit:	01
Material ID:	470389
Material Code:	0009
Material Name:	gasoline
Case No.:	Not reported
Material FA:	Petroleum

EXXONMOBIL (Continued) **S110044664**

Quantity:	.00
Units:	G
Recovered:	.00
Resource Affected:	Groundwater
Oxygenate:	Not reported

Name:	EXXONMOBIL
Address:	500 BAYCHESTER AVENUE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	8906538 / 1993-08-02
Facility ID:	8906538
Site ID:	145554
Spill Date:	1989-10-03
Spill Cause:	Tank Test Failure
Spill Source:	Gasoline Station or other PBS Facility
Spill Class:	A3
Cleanup Ceased:	1993-08-02
SWIS:	0301
Investigator:	SIGONA
Referred To:	Not reported
Reported to Dept:	1989-10-03
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	True
Remediation Phase:	0
Date Entered In Computer:	1989-10-17
Spill Record Last Update:	2003-09-29
Spiller Name:	JOANNE WALLACH
Spiller Company:	EXXONMOBIL CORPORATION
Spiller Address:	3225 GALLOWS ROAD
Spiller County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	124024
DEC Memo:	""
Remarks:	"(2) 4K TANKS FAILED PETRO TITE WITH A LEAK RATE OF -.40GPH, SUSPECT LEAK IN DISCHARGE OR VENT LINES, MOBIL CONTRACTOR TO EXCAVATE & RETEST"

All TTF:

Facility ID:	8906538
Spill Number:	8906538
Spill Tank Test:	1536143
Site ID:	145554
Tank Number:	Not reported
Tank Size:	0
Material:	0009
EPA UST:	Not reported
UST:	Not reported
Cause:	Not reported
Source:	Not reported

EXXONMOBIL (Continued) **S110044664**

Test Method: 00
Test Method 2: Unknown
Leak Rate: .00
Gross Fail: Not reported
Modified By: Spills
Last Modified Date: Not reported

All Materials:
Site ID: 145554
Operable Unit ID: 931578
Operable Unit: 01
Material ID: 446953
Material Code: 0009
Material Name: gasoline
Case No.: Not reported
Material FA: Petroleum
Quantity: .00
Units: G
Recovered: .00
Resource Affected: Groundwater
Oxygenate: Not reported

SPILLS:
Name: EXXONMOBIL
Address: 500 BAYCHESTER AVENUE
City,State,Zip: BRONX, NY
Spill Number/Closed Date: 8907503 / 2007-12-26
Facility ID: 8907503
Facility Type: ER
DER Facility ID: 124024
Site ID: 145555
DEC Region: 2
Spill Cause: Unknown
Spill Class: B3
SWIS: 0301
Spill Date: 1989-10-27
Investigator: MJHAGGER
Referred To: Not reported
Reported to Dept: 1989-10-27
CID: Not reported
Water Affected: Not reported
Spill Source: Gasoline Station or other PBS Facility
Spill Notifier: Responsible Party
Cleanup Ceased: Not reported
Cleanup Meets Std: False
Last Inspection: Not reported
Recommended Penalty: False
UST Trust: True
Remediation Phase: 0
Date Entered In Computer: 1989-12-07
Spill Record Last Update: 2007-12-27
Spiller Name: JOANNE WALLACH
Spiller Company: EXXONMOBIL CORPORATION
Spiller Address: 3225 GALLOWS ROAD
Spiller Company: 001

EXXONMOBIL (Continued) **S110044664**

Contact Name: Not reported
DEC Memo: "This spill case was reassigned from DEC (Sigona) to Rommel on 02/10/2004. This spill site cleanup has been consolidated under Spill No. 8907503. Reassigned from sullivan to sigona on 11/6/00 PBS records indicate that 22 x 550 gallon and 1 x 1,000 gallon USTs were either closed or removed at this site. See also spill 0403269. Rommel Bureau B, unassigned, due to low priority. Transferred from R-2 on April 27, 2005. Formerly R-2, unassigned. 10/03/06-Vought-See also spill #0607479 which may also be related to this spill. 9/6/07 - Haggerty - assumed management of site 9/12/07 - Haggerty - BTEX concentration very low and MW s adequately distributed. PM would have closed this spill if not for an elevated Ethanol concentration in MW-10 down-gradient of the current tank field. Kleinfelder believes the elevated concentration is due to the fact that surface runoff pools in the area of MW-10 and that well was recently damaged. PM sent a letter detailing the DEC position. Once there is documentation that no additional release has occurred, this site will be eligible for closure. 11/1/07 - Haggerty - received Emergency Response Notification Letter. On 8/8/07, the regular unleaded tank was overfilled and the Submersible Turbine Pump (STP) was automatically activated. On 8/9/07, Island Pump & Tank recovered 5gal of gasoline and 90gal of wash fluid. Hydrostatic test performed by Crompco on 9/7/07 confirming product contained in sump. 12/26/07 - Haggerty - reviewed 12/6/07 Site Status Update Report. MW-10 was tested 9/5/07 and 10/5/07, both confirming Ethanol conc return to backround. PM satisfied no additional release to the subsurface. Spill closed "
Remarks: "TANK REPLACEMENT, FOUND CONTAMINATED SOIL, DEC TO INVESTIGATE."

All Materials:

Site ID: 145555
Operable Unit ID: 932499
Operable Unit: 01
Material ID: 444294
Material Code: 0009
Material Name: gasoline
Case No.: Not reported
Material FA: Petroleum
Quantity: .00
Units: G
Recovered: .00
Resource Affected: Groundwater
Oxygenate: Not reported

Site ID: 145555
Operable Unit ID: 932499
Operable Unit: 01
Material ID: 2139039
Material Code: 2645A

EXXONMOBIL (Continued) **S110044664**

Material Name:	BTEX
Case No.:	Not reported
Material FA:	Oxygenates
Quantity:	Not reported
Units:	Not reported
Recovered:	Not reported
Resource Affected:	Not reported
Oxygenate:	Not reported

Site ID:	145555
Operable Unit ID:	932499
Operable Unit:	01
Material ID:	2139038
Material Code:	1213A
Material Name:	MTBE (methyl-tert-butyl ether)
Case No.:	01634044
Material FA:	Hazardous Material
Quantity:	Not reported
Units:	Not reported
Recovered:	Not reported
Resource Affected:	Not reported
Oxygenate:	Not reported

Name:	GROUND
Address:	500 BAYCHESTER AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	0908619 / 2009-11-02
Facility ID:	0908619
Facility Type:	ER
DER Facility ID:	175946
Site ID:	421266
DEC Region:	2
Spill Cause:	Unknown
Spill Class:	Not reported
SWIS:	0301
Spill Date:	2009-10-30
Investigator:	hrpatel
Referred To:	Not reported
Reported to Dept:	2009-10-30
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Unknown
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2009-10-30
Spill Record Last Update:	2009-11-02
Spiller Name:	Not reported
Spiller Company:	FIELD SCREEN READINGS
Spiller Address:	Not reported
Spiller Company:	999
Contact Name:	SAME AS ABOVE

EXXONMOBIL (Continued) **S110044664**

DEC Memo: "11/02/09-Hiralkumar Patel. 9:49 AM:- spoke with Mr. Turney. they are doing Phase II at gas station
(possible property transaction) and found elevated PID readings. he is waiting for lab results.
informed Mr. Turney that this case will be closed as there is no confirmed contamination, but it
can be re-opened if finds contamination in soil samples. asked Mr. Turney to call back if finds any
contamination in soil samples."

Remarks: "Field screen readings found possible release of oil. PID readings 364 esb-b 4 feet below grade."

All Materials:

Site ID:	421266
Operable Unit ID:	1177159
Operable Unit:	01
Material ID:	2169905
Material Code:	9999
Material Name:	other - oil
Case No.:	Not reported
Material FA:	Other
Quantity:	Not reported
Units:	Not reported
Recovered:	Not reported
Resource Affected:	Groundwater
Oxygenate:	Not reported

Name:	MOBIL STATION
Address:	500 BAYCHESTER AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	1105791 / 2011-08-22
Facility ID:	1105791
Facility Type:	ER
DER Facility ID:	175946
Site ID:	453457
DEC Region:	2
Spill Cause:	Equipment Failure
Spill Class:	Not reported
SWIS:	0301
Spill Date:	2011-08-22
Investigator:	HRAHMED
Referred To:	Not reported
Reported to Dept:	2011-08-22
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Gasoline Station or other PBS Facility
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2011-08-22
Spill Record Last Update:	2011-08-22
Spiller Name:	Not reported
Spiller Company:	MOBIL STATION

EXXONMOBIL (Continued) **S110044664**

Spiller Address: Not reported
Spiller Company: 999
Contact Name: ROBERT
DEC Memo: "8/22/11-HRAHMED-Spoke to Robert Merkle. As per him, he was filling his gas tank at the station and the pump didn't stop automatically, half a gallon spilled on the concrete. The gas station's PBS registration number is 2-156515. Called the station manager at 718 379 8731. He said he noticed sheen on top of concrete, they cleaned it with speedy dry. No impact in city sewer. This case is closed. "
Remarks: "PUMP #8 AT ABOVE STATION MALFUNCTIONING. NOZZLE/PUMP NOT AUTOMATICALLY SHUTTING OFF WHEN TANK IS FULL, CALLER REPORTS THAT GROUND IS COVERED IN PETROLEUM SHEEN. CALLER ATTEMPTED TO REPORT TO STATION ATTENDANT, WAS TOLD IT WAS USER ERROR."

All Materials:
Site ID: 453457
Operable Unit ID: 1203613
Operable Unit: 01
Material ID: 2200286
Material Code: 0009
Material Name: gasoline
Case No.: Not reported
Material FA: Petroleum
Quantity: .50
Units: G
Recovered: Not reported
Resource Affected: Not reported
Oxygenate: Not reported

Name: MOBIL STATION 10003
Address: 500 BAYCHESTER AVE
City,State,Zip: BRONX, NY
Spill Number/Closed Date: 0912398 / 2019-11-18
Facility ID: 0912398
Facility Type: ER
DER Facility ID: 175946
Site ID: 425286
DEC Region: 2
Spill Cause: Unknown
Spill Class: C4
SWIS: 0301
Spill Date: 2010-02-19
Investigator: MJHAGGER
Referred To: Not reported
Reported to Dept: 2010-02-26
CID: Not reported
Water Affected: Not reported
Spill Source: Gasoline Station or other PBS Facility
Spill Notifier: Other
Cleanup Ceased: Not reported
Cleanup Meets Std: False
Last Inspection: Not reported
Recommended Penalty: False
UST Trust: False

EXXONMOBIL (Continued) **S110044664**

Remediation Phase:	0
Date Entered In Computer:	2010-02-26
Spill Record Last Update:	2019-11-18
Spiller Name:	Not reported
Spiller Company:	MOBIL STATION
Spiller Address:	Not reported
Spiller Company:	999
Contact Name:	CHRISTINA ANELLO
DEC Memo:	"Report in edocs. Liberty Petroleum Realty,LLC took over the responsibility for remediation.Contact: Eyob Mamo, 6820B Commercial Drive, Springfield, Virginia 22151. Spill closure request for Spill#09-12398 by (Kleinfelder East, Inc.- Joel Adrian/ Alex Wirth- June 18,2010. SAR prepared by Groundwater & Environmental Service, Inc.- Christina Anello/ Michael Degloria- April 14, 2010 for Exxon/Mobil Environmental Services Company, Fairfax, VA. Location of interest: ExxonMobil Station No. 10003 500 Bay-Chester Ave Bronx, New York. GES (listed above) evaluated recognized environmental conditions (REC) conducted in 09/08 by Klenfelder East, Inc. property consists of retail petroleum filling station, an automotive repair facility and convenience store. South-East side of portion is Men s ware house; South-west side of the property is I-95, North side is adjacent to NYC park and south side is adjacent to Popeye s restaurant and Mcdonald. The ground surface elevation is about 93 above sea level, groundwater found at depths of 12-20 bgs, and groundwater flow direction is south-east (determined by GES). KEI (above) reported no public water-supply wells on the property or adjoining properties and no private palatable water within 1,000 ft of the property. REC s include five current 4,000 gallon gasoline USTs with piping and dispensing units. Six (6) previous spill cases: NYSDEC# 89-06538 (Leak in Discharge or vent lines)- opened 10/03/89 closed 08/02/93. NYSDEC#89-07503 (During Tank replacement they found contamination of soil)- opened 10/27/89-closed 12/26/07. NYSDEC # 01-08401 (Vehicle his a dispenser pump)-opened 11/19/01- closed 09/29/03. NYSDEC#04-03269(soil contamination near pump)-opened 06/24/04 closed 12/28/04. NYSDEC#04-07011(malfunctioned of pipe)-opened 09/24/04-closed 12/28/04. NYSDEC#09-08619 (soil contamination)-opened10/30/09- closed 11/02/09. GES began phase II ESA on 01/04/10 with site-wide GPR survey. Eight (8) monitoring wells were installed; soil and groundwater samples were taken and analyzed. 03/09/11 Case is transferred to Haggerty for future management.This has been determined a long term remediation case.(sr) April 2011: spoke with consultant, Jerome Oertling from Arcadis 732.690.3156. Requested tank excavation report from 2004. Under review May 2011: 2004 Tank Excavation REport review shows that

EXXONMOBIL (Continued) **S110044664**

soil contamination and 7 550's
were left in-place. Shallow gw prevented bottom endpoint samples. PM will requested additional
on-site investigation June 2011 - SSUR under review July 2011 - next sampling event wiil include
geochemical parameters in groundwater for future remediation purposes as this Spill cannot be
closed in its current condition. Based on the results, a pilot test will be required November 2011
- approved SVE/AS pilot testing January 2012 - SVE/AS pilot testing completed. 2 additional wells
PM requested were installed April 2012 - Sampling of the new wells revealed grossly contamination
gw down-gradient (nearly off-site and over 30,000ppb of BTEX) of the old tank farm. We will have to
delineate off-site and re-think the remedial strategy. March 2013 - Revised RAP for SVE/AS
approved. May 2013 - Arcadis PM, Jerome Oertling, informed the Dept. the property is being sold and
shortly will no longer be a gas station. The new owner intends to keep the property undeveloped
until the SVE/AS is installed, operated and the Spill is closed. Although, the owner does intend to
removed the distribution system soon which could affect the RAP schedule. Reminded Arcadis to
provide written requests for an extension if the approved schedule will be impacted October 2013 -
PM provided oversight during the tank pull (5 4000gal, 7 previously abandoned 550gal, 2 1000gal)
because Capital Petroleum, now the responsible party after the divestment from ExxonMobil, hired a
contractor (Island Pump and Tank) as a consultant. Island doesn't have an engineer or QEP to even
write the Tank Closure Report so an outside PE was hired to to write the report as this is a
Consent Order site. This site requires a SVE/AS system so PM provided an extension on the
installation of the system until after the site's tanks are removed so multiple contractors aren't
working in the same area at the same time. PM was present while a sub-contracted plumber was
working in the sidewalk to turn off the water to the site so the Capital Petroleum could get the
demolition permit to remove the station building. Island Pump and Tank was not following the CAMP
or HASP. The plumber was breathing in over 250ppm of VOCs for hours before I got there. There was
over 70ppm on the PID in the breathing zone. My supervisor and I had a conference call with Capital
Petroleum to inform them that if this happens again, we will refer this to OGC November 2013 -
Arcadis submitted a RAP addendum to add two SVE wells and two AS wells to provide coverage to
previously unknown areas of soil contamination encountered during the UST removal along Bartow
Avenue. Also, an overview of the future building was submitted demonstrating that some of the

EXXONMOBIL (Continued) **S110044664**

remedial wells would have to be installed and operate under the future building or be installed in
the sidewalk. Acradis is preparing a summary report of previous pilot testing and SVE events
conducted on-site to determine whether the ROI would provide the necessary coverage. Having a
conference call on 12/2/13 with Capitol Petroleuem, there is no info regarding the future
vapor-barrier that they are required to install December 2013 - Vapor Barrier will be included in
the Revised RAP. Currently, PM is reviewing the Tank Closure Report submitted by Island Pump and
Tank. CAMP was not followed during the removal of the 15 USTs April 2, 2014 - Revised Remedial
Action Plan approved May 6, 2014 - Haggerty: Jim Moras, Scott Caruso (OGC) and PM met to discussed
the use of Capital Petroleum's contactor, Island Pump and Tank. Island Pump and Tank is not
qualified to implement a remedial work plan based on the unapprovable report the Department
received from the excavation and removal or tanks/lines at this site. Island Pump and Tank failed
to implement the CAMP while remedial excavation was conducted. June 23, 2014 - Haggerty: Arcadis
states that the future building to be constructed on-site will be moved away from the soil and
groundwater contamination. They are requesting to scale back the SVE/AS system and not install a
vapor barrier in the future building. February 2, 2015 - Haggerty: approved re-revised RAP
including dewatering/ excavation of saturated contaminated soil for construction purposes, the
future building will have a vapor barrier and a revised implementation schedule. December 2015 -
Haggerty: PM sent email to RP and consultant: The Department has worked with Capital and Arcadis up
until now but the remedial system was supposed to be operational two years ago. Based on my last
schedule update, system installation began in October so full-scale operation will begin by May
2016 at the latest. Any further delay will warrant legal action against Capital Petroleum for
non-compliance with the consent order. Please provide a schedule for system installation within one
week. February 2016 - Haggerty: dewatering and excavation complete. No CAMP issues reported.
December 2017 - Haggerty: SVE/AS system operational September 2018 - Haggerty: system shutdown
approved due low mass recovery. Rebound will be monitored post-shutdown November 18, 2019 - Minor
dissolved-phase rebound observed in 4 quarters of groundwater monitoring post-shutdown. Spill
closed."

Remarks: "soil sample readings came back above regulatory criteria - refer to spill #0908619 -"

All Materials:

Site ID: 425286

EXXONMOBIL (Continued) **S110044664**

Operable Unit ID:	1181008
Operable Unit:	01
Material ID:	2175068
Material Code:	0009
Material Name:	gasoline
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	Not reported
Resource Affected:	Soil
Oxygenate:	Not reported

Name:	EXXONMOBIL
Address:	500 BAYCHESTER AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	0108401 / 2003-09-29
Facility ID:	0108401
Facility Type:	ER
DER Facility ID:	175946
Site ID:	212316
DEC Region:	2
Spill Cause:	Traffic Accident
Spill Class:	B3
SWIS:	0301
Spill Date:	2001-11-19
Investigator:	SIGONA
Referred To:	Not reported
Reported to Dept:	2001-11-19
CID:	207
Water Affected:	Not reported
Spill Source:	Gasoline Station or other PBS Facility
Spill Notifier:	Responsible Party
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2001-11-19
Spill Record Last Update:	2003-09-29
Spiller Name:	JOANNE WALLACH
Spiller Company:	EXXONMOBIL
Spiller Address:	3225 GALLOWS ROAD
Spiller Company:	001
Contact Name:	CRAIG TOMSKY
DEC Memo:	""
Remarks:	"Vehicle hit a dispenser pump - cleanup in progress "

All Materials:

Site ID:	212316
Operable Unit ID:	846442
Operable Unit:	01
Material ID:	529648
Material Code:	0009
Material Name:	gasoline
Case No.:	Not reported

EXXONMOBIL (Continued) **S110044664**

Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Resource Affected:	Soil
Oxygenate:	Not reported

Name:	MOBILE #17QGE
Address:	500 BAYCHESTER AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	0403269 / 2004-12-28
Facility ID:	0403269
Facility Type:	ER
DER Facility ID:	175946
Site ID:	212317
DEC Region:	2
Spill Cause:	Other
Spill Class:	D4
SWIS:	0301
Spill Date:	2004-06-25
Investigator:	JMROMMEL
Referred To:	Not reported
Reported to Dept:	2004-06-25
CID:	444
Water Affected:	Not reported
Spill Source:	Gasoline Station or other PBS Facility
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2004-06-25
Spill Record Last Update:	2004-12-28
Spiller Name:	FRANK MESSINA
Spiller Company:	MOBILE #17QGE
Spiller Address:	500 BAYCHESTER AVE
Spiller Company:	001
Contact Name:	FRANK MESSINA
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was ROMMEL cont soil ltr sent 12/28/04 Site investigation and remediation to be tracked under spill 8907503. See 8907503 for updates. Rommel"
Remarks:	"observed iMPACTED SOIL , ALL CONTAINED TO SOIL, CLEANUP NOT IN PROGRESS AS OF YET"

All Materials:

Site ID:	212317
Operable Unit ID:	885524
Operable Unit:	01
Material ID:	490860
Material Code:	0066A
Material Name:	unknown petroleum
Case No.:	Not reported
Material FA:	Petroleum

EXXONMOBIL (Continued) **S110044664**

Quantity:	.00
Units:	L
Recovered:	.00
Resource Affected:	Soil
Oxygenate:	Not reported

Name:	MOBILE
Address:	500 BAYCHESTER AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	0407011 / 2004-12-28
Facility ID:	0407011
Facility Type:	ER
DER Facility ID:	175946
Site ID:	212318
DEC Region:	2
Spill Cause:	Equipment Failure
Spill Class:	Not reported
SWIS:	0301
Spill Date:	2004-09-24
Investigator:	JMROMMEL
Referred To:	Not reported
Reported to Dept:	2004-09-24
CID:	444
Water Affected:	Not reported
Spill Source:	Gasoline Station or other PBS Facility
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	True
Remediation Phase:	0
Date Entered In Computer:	2004-09-24
Spill Record Last Update:	2004-12-28
Spiller Name:	FRANK MESSINA
Spiller Company:	MOBILE
Spiller Address:	500 BAYCHESTER AVE
Spiller Company:	001
Contact Name:	FRANK MESSINA
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was ROMMEL equipment near stain is being replaced 12/28/04 Site spill numbers consolidated under 89-07503. See 89-07503 for updates. Rommel"
Remarks:	"observed stain pea gravel near ust pump; upgrading equipment that they believe malfunctioned: "

All Materials:

Site ID:	212318
Operable Unit ID:	889610
Operable Unit:	01
Material ID:	484857
Material Code:	0009
Material Name:	gasoline
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00

EXXONMOBIL (Continued) **S110044664**

Units: Not reported
Recovered: .00
Resource Affected: Soil
Oxygenate: Not reported

Q93 **F.D.N.Y. ENG. 66** **NY UST** **U004078345**
NE **21 ASCH LOOP** **N/A**
1/8-1/4 **BRONX, NY 10461**
0.219 mi.
1156 ft. **Site 1 of 5 in cluster Q**

Relative:
Higher

Actual:
15 ft.

UST:
Name: F.D.N.Y. ENG. 66
Address: 21 ASCH LOOP
City,State,Zip: BRONX, NY 10461
Id/Status: 2-604271 / Unregulated/Closed
Program Type: PBS
Region: STATE
DEC Region: 2
Expiration Date: N/A
UTM X: 598525.09970
UTM Y: 4525038.84812
Site Type: Other

Affiliation Records:
Site Id: 26150
Affiliation Type: Facility Owner
Company Name: F.D.N.Y.
Contact Type: ASST COMM FACILITIES
Contact Name: JOSEPH M MASTROPIETRO
Address1: 9 METROTECH CENTER
Address2: Not reported
City: BROOKLYN
State: NY
Zip Code: 11201
Country Code: 001
Phone: (719) 999-2094
EMail: Not reported
Fax Number: Not reported
Modified By: NRLOMBAR
Date Last Modified: 2004-10-14

Site Id: 26150
Affiliation Type: Mail Contact
Company Name: F.D.N.Y.
Contact Type: Not reported
Contact Name: MAINTENANCE DIVISION
Address1: 48-34 35TH STREET
Address2: Not reported
City: LONG ISLAND CITY
State: NY
Zip Code: 11101
Country Code: 001
Phone: (718) 784-6510
EMail: Not reported
Fax Number: Not reported
Modified By: NRLOMBAR

F.D.N.Y. ENG. 66 (Continued) **U004078345**

Date Last Modified: 2004-10-14

Site Id: 26150
Affiliation Type: Facility Operator
Company Name: F.D.N.Y. ENG. 66
Contact Type: Not reported
Contact Name: COMPANY OFFICER
Address1: Not reported
Address2: Not reported
City: Not reported
State: NN
Zip Code: Not reported
Country Code: 001
Phone: (212) 430-0266
EMail: Not reported
Fax Number: Not reported
Modified By: TRANSLAT
Date Last Modified: 2004-03-04

Site Id: 26150
Affiliation Type: Emergency Contact
Company Name: F.D.N.Y.
Contact Type: Not reported
Contact Name: F.D.N.Y.
Address1: Not reported
Address2: Not reported
City: Not reported
State: NN
Zip Code: Not reported
Country Code: 001
Phone: (718) 403-1580
EMail: Not reported
Fax Number: Not reported
Modified By: TRANSLAT
Date Last Modified: 2004-03-04

Tank Info:

Tank Number: 001
Tank ID: 57244
Tank Status: Closed - In Place
Material Name: Closed - In Place
Capacity Gallons: 1000
Install Date: Not reported
Date Tank Closed: 03/01/1998
Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel
Material Code: 0009
Common Name of Substance: Gasoline

Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

F.D.N.Y. ENG. 66 (Continued) **U004078345**

Equipment Records:

B01 - Tank External Protection - Painted/Asphalt Coating
D01 - Pipe Type - Steel/Carbon Steel/Iron
A00 - Tank Internal Protection - None
F00 - Pipe External Protection - None
G03 - Tank Secondary Containment - Vault (w/o access)
H00 - Tank Leak Detection - None
J02 - Dispenser - Suction Dispenser
C02 - Pipe Location - Underground/On-ground
I05 - Overfill - Vent Whistle

Tank Number:	002
Tank ID:	57245
Tank Status:	Closed - In Place
Material Name:	Closed - In Place
Capacity Gallons:	1000
Install Date:	Not reported
Date Tank Closed:	03/01/1998
Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel
Material Code:	0008
Common Name of Substance:	Diesel
Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

D01 - Pipe Type - Steel/Carbon Steel/Iron
A00 - Tank Internal Protection - None
B01 - Tank External Protection - Painted/Asphalt Coating
F00 - Pipe External Protection - None
J00 - Dispenser - None
G03 - Tank Secondary Containment - Vault (w/o access)
H00 - Tank Leak Detection - None
C02 - Pipe Location - Underground/On-ground
I05 - Overfill - Vent Whistle

Q94 **F.D.N.Y. ENG. 66** **NY AST** **A100157655**
NE **21 ASCH LOOP** **N/A**
1/8-1/4 **BRONX, NY 10461**
0.219 mi.
1156 ft. **Site 2 of 5 in cluster Q**

Relative: **Higher**
Actual: **15 ft.**

AST:

Name:	F.D.N.Y. ENG. 66
Address:	21 ASCH LOOP
City,State,Zip:	BRONX, NY 10461
Region:	STATE
DEC Region:	2
Site Status:	Unregulated/Closed
Facility Id:	2-604271
Program Type:	PBS

F.D.N.Y. ENG. 66 (Continued) **A100157655**

UTM X: 598525.09970
UTM Y: 4525038.84812
Expiration Date: N/A
Site Type: Other

Affiliation Records:

Site Id: 26150
Affiliation Type: Facility Owner
Company Name: F.D.N.Y.
Contact Type: ASST COMM FACILITIES
Contact Name: JOSEPH M MASTROPIETRO
Address1: 9 METROTECH CENTER
Address2: Not reported
City: BROOKLYN
State: NY
Zip Code: 11201
Country Code: 001
Phone: (719) 999-2094
EMail: Not reported
Fax Number: Not reported
Modified By: NRLOMBAR
Date Last Modified: 2004-10-14

Site Id: 26150
Affiliation Type: Mail Contact
Company Name: F.D.N.Y.
Contact Type: Not reported
Contact Name: MAINTENANCE DIVISION
Address1: 48-34 35TH STREET
Address2: Not reported
City: LONG ISLAND CITY
State: NY
Zip Code: 11101
Country Code: 001
Phone: (718) 784-6510
EMail: Not reported
Fax Number: Not reported
Modified By: NRLOMBAR
Date Last Modified: 2004-10-14

Site Id: 26150
Affiliation Type: Facility Operator
Company Name: F.D.N.Y. ENG. 66
Contact Type: Not reported
Contact Name: COMPANY OFFICER
Address1: Not reported
Address2: Not reported
City: Not reported
State: NN
Zip Code: Not reported
Country Code: 001
Phone: (212) 430-0266
EMail: Not reported
Fax Number: Not reported
Modified By: TRANSLAT
Date Last Modified: 2004-03-04

Site Id: 26150

F.D.N.Y. ENG. 66 (Continued) **A100157655**

Affiliation Type:	Emergency Contact
Company Name:	F.D.N.Y.
Contact Type:	Not reported
Contact Name:	F.D.N.Y.
Address1:	Not reported
Address2:	Not reported
City:	Not reported
State:	NN
Zip Code:	Not reported
Country Code:	001
Phone:	(718) 403-1580
EMail:	Not reported
Fax Number:	Not reported
Modified By:	TRANSLAT
Date Last Modified:	2004-03-04

Tank Info:

Tank Number:	003
Tank Id:	57246
Material Code:	0001
Common Name of Substance:	#2 Fuel Oil (On-Site Consumption)

Equipment Records:

	H99 - Tank Leak Detection - Other
	D01 - Pipe Type - Steel/Carbon Steel/Iron
	A00 - Tank Internal Protection - None
	F00 - Pipe External Protection - None
	B00 - Tank External Protection - None
	L09 - Piping Leak Detection - Exempt Suction Piping
	I02 - Overfill - High Level Alarm
	J02 - Dispenser - Suction Dispenser
	C03 - Pipe Location - Aboveground/Underground Combination
	G00 - Tank Secondary Containment - None
Tank Location:	Aboveground - contact with soil.... Tank bottom rests on soil, allowing no visual inspection.
Tank Type:	Steel/Carbon Steel/Iron
Tank Status:	Closed - Removed
Pipe Model:	Not reported
Install Date:	Not reported
Capacity Gallons:	2500
Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Date Tank Closed:	10/01/2003
Register:	True
Modified By:	MJGRIFFI
Last Modified:	05/09/2022
Material Name:	#2 fuel oil (on-site consumption)

Tank Number:	004
Tank Id:	57247
Material Code:	0008
Common Name of Substance:	Diesel

F.D.N.Y. ENG. 66 (Continued) **A100157655**

Equipment Records:

H05 - Tank Leak Detection - In-Tank System (ATG)
A00 - Tank Internal Protection - None
B01 - Tank External Protection - Painted/Asphalt Coating
D01 - Pipe Type - Steel/Carbon Steel/Iron
F01 - Pipe External Protection - Painted/Asphalt Coating
I02 - Overfill - High Level Alarm
G01 - Tank Secondary Containment - Diking (Aboveground)
F04 - Pipe External Protection - Fiberglass
J02 - Dispenser - Suction Dispenser
C03 - Pipe Location - Aboveground/Underground Combination

Tank Location:	Aboveground - contact with soil.... Tank bottom rests on soil, allowing no visual inspection.
Tank Type:	Steel/Carbon Steel/Iron
Tank Status:	In Service
Pipe Model:	Not reported
Install Date:	04/01/1998
Capacity Gallons:	550
Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Date Tank Closed:	Not reported
Register:	True
Modified By:	MJGRIFFI
Last Modified:	05/09/2022
Material Name:	diesel

R95 **CONSOLIDATED EDISON CO OF NY** **NJ MANIFEST** **S107909424**
West **1560 EAST GUN HILL ROAD** **N/A**
1/8-1/4 **BRONX, NY 10465**
0.228 mi.
1202 ft. **Site 1 of 2 in cluster R**

Relative: **Higher**
Actual: **82 ft.**

NJ MANIFEST:

EPA Id:	NYP004136735
Mail Address:	1560 BUCKNER BLVD
Mail City/State/Zip:	BRONX 10473
Facility Phone:	7185791367
Emergency Phone:	Not reported
Contact:	NELSON HERNANDEZ
Comments:	Not reported
SIC Code:	Not reported
County:	00
Municipal:	00
Previous EPA Id:	Not reported
Gen Flag:	X
Trans Flag:	Not reported
TSDF Flag:	Not reported
Name Change:	Not reported
Date Change:	Not reported

Manifest:

Manifest Number:	NJA5241411
EPA ID:	NYP004136735
Date Shipped:	11/21/2005
TSDF EPA ID:	NJD002200046
Transporter EPA ID:	NJ0000027193
Transporter 2 EPA ID:	Not reported

CONSOLIDATED EDISON CO OF NY (Continued) **S107909424**

Transporter 3 EPA ID:	Not reported
Transporter 4 EPA ID:	Not reported
Transporter 5 EPA ID:	Not reported
Transporter 6 EPA ID:	Not reported
Transporter 7 EPA ID:	Not reported
Transporter 8 EPA ID:	Not reported
Transporter 9 EPA ID:	Not reported
Transporter 10 EPA ID:	Not reported
Date Trans1 Transported Waste:	11/21/2005
Date Trans2 Transported Waste:	Not reported
Date Trans3 Transported Waste:	Not reported
Date Trans4 Transported Waste:	Not reported
Date Trans5 Transported Waste:	Not reported
Date Trans6 Transported Waste:	Not reported
Date Trans7 Transported Waste:	Not reported
Date Trans8 Transported Waste:	Not reported
Date Trans9 Transported Waste:	Not reported
Date Trans10 Transported Waste:	Not reported
Date TSDF Received Waste:	11/21/2005
TSDF EPA Facility Name:	Not reported
QTY Units:	Not reported
Transporter SEQ ID:	Not reported
Transporter-1 Date:	Not reported
Waste SEQ ID:	Not reported
Waste Type Code 2:	Not reported
Waste Type Code 3:	Not reported
Waste Type Code 4:	Not reported
Waste Type Code 5:	Not reported
Waste Type Code 6:	Not reported
Date Accepted:	Not reported
Manifest Discrepancy Type:	Not reported
Data Entry Number:	02080635
Was Load Rejected:	BRONX 10473
Reason Load Was Rejected:	Not reported
Manifest Number:	NJA5240660
EPA ID:	NYP004136735
Date Shipped:	12/07/2005
TSDF EPA ID:	NJD002200046
Transporter EPA ID:	NJ0000027193
Transporter 2 EPA ID:	Not reported
Transporter 3 EPA ID:	Not reported
Transporter 4 EPA ID:	Not reported
Transporter 5 EPA ID:	Not reported
Transporter 6 EPA ID:	Not reported
Transporter 7 EPA ID:	Not reported
Transporter 8 EPA ID:	Not reported
Transporter 9 EPA ID:	Not reported
Transporter 10 EPA ID:	Not reported
Date Trans1 Transported Waste:	12/07/2005
Date Trans2 Transported Waste:	Not reported
Date Trans3 Transported Waste:	Not reported
Date Trans4 Transported Waste:	Not reported
Date Trans5 Transported Waste:	Not reported
Date Trans6 Transported Waste:	Not reported
Date Trans7 Transported Waste:	Not reported
Date Trans8 Transported Waste:	Not reported

CONSOLIDATED EDISON CO OF NY (Continued) **S107909424**

Date Trans9 Transported Waste:	Not reported
Date Trans10 Transported Waste:	Not reported
Date TSDF Received Waste:	12/07/2005
TSDF EPA Facility Name:	Not reported
QTY Units:	Not reported
Transporter SEQ ID:	Not reported
Transporter-1 Date:	Not reported
Waste SEQ ID:	Not reported
Waste Type Code 2:	Not reported
Waste Type Code 3:	Not reported
Waste Type Code 4:	Not reported
Waste Type Code 5:	Not reported
Waste Type Code 6:	Not reported
Date Accepted:	Not reported
Manifest Discrepancy Type:	Not reported
Data Entry Number:	01240621
Was Load Rejected:	BRONX 10473
Reason Load Was Rejected:	Not reported

R96 **CONSOLIDATED EDISON** **NY MANIFEST** **1009244033**
West **1560 E GUN HILL RD** **N/A**
1/8-1/4 **BRONX, NY 10465**
0.228 mi.
1202 ft. **Site 2 of 2 in cluster R**

Relative:
Higher

Actual:
82 ft.

NY MANIFEST:

Name:	CONSOLIDATED EDISON
Address:	1560 E GUN HILL RD
City,State,Zip:	BRONX, NY 10465
Country:	USA
EPA ID:	NYP004136735
Facility Status:	Not reported
Location Address 1:	1560 E GUN HILL RD
Code:	BP
Location Address 2:	Not reported
Total Tanks:	Not reported
Location City:	BRONX
Location State:	NY
Location Zip:	10465
Location Zip 4:	Not reported

NY MANIFEST:

EPAID:	NYP004136735
Mailing Name:	CONSOLIDATED EDISON
Mailing Contact:	FRANKLYN MURRAY
Mailing Address 1:	4 IRVING PL RM 828
Mailing Address 2:	Not reported
Mailing City:	NEW YORK
Mailing State:	NY
Mailing Zip:	10003
Mailing Zip 4:	Not reported
Mailing Country:	USA
Mailing Phone:	2124602808

S97 **CON EDISON** **NJ MANIFEST** **S120677303**
SSE **1851 E GUNHILL RD** **N/A**
1/8-1/4 **BRONX, NY 10469**
0.228 mi.
1204 ft. **Site 1 of 7 in cluster S**

Relative:
Higher

Actual:
9 ft.

NJ MANIFEST:

EPA Id:	NYP004845380
Mail Address:	IRVING PL 15TH FL NE
Mail City/State/Zip:	NEW YORK, NY 10003
Facility Phone:	Not reported
Emergency Phone:	Not reported
Contact:	THOMAS TEELING
Comments:	Not reported
SIC Code:	Not reported
County:	NY005
Municipal:	Not reported
Previous EPA Id:	Not reported
Gen Flag:	Not reported
Trans Flag:	Not reported
TSDF Flag:	Not reported
Name Change:	Not reported
Date Change:	Not reported

Manifest:

Manifest Number:	002661087GBF
EPA ID:	NYP004845380
Date Shipped:	9/29/2015
TSDF EPA ID:	NJD991291105
Transporter EPA ID:	NJD003812047
Transporter 2 EPA ID:	Not reported
Transporter 3 EPA ID:	Not reported
Transporter 4 EPA ID:	Not reported
Transporter 5 EPA ID:	Not reported
Transporter 6 EPA ID:	Not reported
Transporter 7 EPA ID:	Not reported
Transporter 8 EPA ID:	Not reported
Transporter 9 EPA ID:	Not reported
Transporter 10 EPA ID:	Not reported
Date Trans1 Transported Waste:	Not reported
Date Trans2 Transported Waste:	Not reported
Date Trans3 Transported Waste:	Not reported
Date Trans4 Transported Waste:	Not reported
Date Trans5 Transported Waste:	Not reported
Date Trans6 Transported Waste:	Not reported
Date Trans7 Transported Waste:	Not reported
Date Trans8 Transported Waste:	Not reported
Date Trans9 Transported Waste:	Not reported
Date Trans10 Transported Waste:	Not reported
Date TSDF Received Waste:	Not reported
TSDF EPA Facility Name:	Not reported
QTY Units:	Not reported
Transporter SEQ ID:	Not reported
Transporter-1 Date:	Not reported
Waste SEQ ID:	Not reported
Waste Type Code 2:	Not reported
Waste Type Code 3:	Not reported
Waste Type Code 4:	Not reported
Waste Type Code 5:	Not reported
Waste Type Code 6:	Not reported

CON EDISON (Continued) **S120677303**

Date Accepted:	Not reported
Manifest Discrepancy Type:	Not reported
Data Entry Number:	Not reported
Was Load Rejected:	NEW YORK, NY 10003
Reason Load Was Rejected:	Not reported

S98 **CON EDISON** **RCRA NonGen / NLR** **1019908396**
SSE **1851 E GUNHILL RD** **FINDS** **NYP004845380**
1/8-1/4 **BRONX, NY 10469** **ECHO**
0.228 mi.
1204 ft. **Site 2 of 7 in cluster S**

Relative: **Higher**
Actual: **9 ft.**

RCRA Listings:

Date Form Received by Agency:		20150929
Handler Name:	CON EDISON	
Handler Address:		1851 E GUNHILL RD
Handler City,State,Zip:		BRONX, NY 10469
EPA ID:		NYP004845380
Contact Name:		THOMAS TEELING
Contact Address:		Not reported
Contact City,State,Zip:		Not reported
Contact Telephone:		212-460-3770
Contact Fax:		Not reported
Contact Email:		Not reported
Contact Title:		Not reported
EPA Region:		02
Land Type:		Private
Federal Waste Generator Description:		Not a generator, verified
Non-Notifier:		Not reported
Biennial Report Cycle:		Not reported
Accessibility:		Not reported
Active Site Indicator:		Not reported
State District Owner:		NY
State District:		NYSDEC R2
Mailing Address:		IRVING PL 15TH FL NE
Mailing City,State,Zip:		NEW YORK, NY 10003
Owner Name:	Not reported	
Owner Type:		Not reported
Operator Name:	Not reported	
Operator Type:		Not reported
Short-Term Generator Activity:		No
Importer Activity:		No
Mixed Waste Generator:		No
Transporter Activity:		No
Transfer Facility Activity:		No
Recycler Activity with Storage:		No
Small Quantity On-Site Burner Exemption:		No
Smelting Melting and Refining Furnace Exemption:		No
Underground Injection Control:		No
Off-Site Waste Receipt:		No
Universal Waste Indicator:		No
Universal Waste Destination Facility:		No
Federal Universal Waste:		No
Active Site Fed-Reg Treatment Storage and Disposal Facility:		Not reported
Active Site Converter Treatment storage and Disposal Facility:		Not reported
Active Site State-Reg Treatment Storage and Disposal Facility:		Not reported

CON EDISON (Continued) **1019908396**

Active Site State-Reg Handler:	---
Federal Facility Indicator:	Not reported
Hazardous Secondary Material Indicator:	NN
Sub-Part K Indicator:	Not reported
Commercial TSD Indicator:	No
Treatment Storage and Disposal Type:	Not reported
2018 GPRA Permit Baseline:	Not on the Baseline
2018 GPRA Renewals Baseline:	Not on the Baseline
Permit Renewals Workload Universe:	Not reported
Permit Workload Universe:	Not reported
Permit Progress Universe:	Not reported
Post-Closure Workload Universe:	Not reported
Closure Workload Universe:	Not reported
202 GPRA Corrective Action Baseline:	No
Corrective Action Workload Universe:	No
Subject to Corrective Action Universe:	No
Non-TSDFs Where RCRA CA has Been Imposed Universe:	No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:	No
TSDFs Only Subject to CA under Discretionary Auth Universe:	No
Corrective Action Priority Ranking:	No NCAPS ranking
Environmental Control Indicator:	No
Institutional Control Indicator:	No
Human Exposure Controls Indicator:	N/A
Groundwater Controls Indicator:	N/A
Operating TSDF Universe:	Not reported
Full Enforcement Universe:	Not reported
Significant Non-Complier Universe:	No
Unaddressed Significant Non-Complier Universe:	No
Addressed Significant Non-Complier Universe:	No
Significant Non-Complier With a Compliance Schedule Universe:	No
Financial Assurance Required: Not reported	
Handler Date of Last Change:	20160909
Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No
Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	Not reported
Manifest Broker:	Not reported
Sub-Part P Indicator:	No

Historic Generators:

Receive Date:	20150929
Handler Name: CON EDISON	
Federal Waste Generator Description:	Large Quantity Generator
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

Receive Date:	20150929
Handler Name: CON EDISON	

CON EDISON (Continued) **1019908396**

Federal Waste Generator Description:	Not a generator, verified
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	Yes
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

List of NAICS Codes and Descriptions:
NAICS Codes: No NAICS Codes Found

Facility Has Received Notices of Violations:
Violations: No Violations Found

Evaluation Action Summary:
Evaluations: No Evaluations Found

FINDS:
Registry ID: 110069672214

Click Here for FRS Facility Detail Report:

Environmental Interest/Information System:
RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

Click this hyperlink while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

ECHO:

Envid:	1019908396
Registry ID:	110069672214
DFR URL:	http://echo.epa.gov/detailed-facility-report?fid=110069672214
Name:	CON EDISON
Address:	1851 E GUNHILL RD
City,State,Zip:	BRONX, NY 10469

S99 **HOME DEPOT #HD1221** **RCRA-LQG** **1001818193**
SSE **1806 E GUNHILL RD** **FINDS** **NYR000077008**
1/8-1/4 **BRONX, NY 10469** **ECHO**
0.229 mi. **NY MANIFEST**
1210 ft. **Site 3 of 7 in cluster S**

Relative: Higher
Actual: 10 ft.

RCRA Listings:

Date Form Received by Agency:		20220901
Handler Name:	HOME DEPOT #1221	
Handler Address:		1806 E GUNHILL RD
Handler City,State,Zip:		BRONX, NY 10469
EPA ID:		NYR000077008

HOME DEPOT #HD1221 (Continued) **1001818193**

Contact Name:		ASHLEY CAMPBELL
Contact Address:		CHEMICAL RD
Contact City,State,Zip:		PASADENA, TX 77507
Contact Telephone:		281-842-0809
Contact Fax:		Not reported
Contact Email:		ACAMPBELL@HARSCO.COM
Contact Title:		COMPLIANCE & REGULATORY AFFAIRS SPECIALIST
EPA Region:		02
Land Type:		Private
Federal Waste Generator Description:		Large Quantity Generator
Non-Notifier:		Not reported
Biennial Report Cycle:		2021
Accessibility:		Not reported
Active Site Indicator:		Handler Activities
State District Owner:		NY
State District:		NYSDEC R2
Mailing Address:		CHEMICAL ROAD
Mailing City,State,Zip:		PASADENA, TX 77507
Owner Name:	HOME DEPOT USA	
Owner Type:		Private
Operator Name:	HOME DEPOT USA	
Operator Type:		Private
Short-Term Generator Activity:		No
Importer Activity:		No
Mixed Waste Generator:		No
Transporter Activity:		No
Transfer Facility Activity:		No
Recycler Activity with Storage:		No
Small Quantity On-Site Burner Exemption:		No
Smelting Melting and Refining Furnace Exemption:		No
Underground Injection Control:		No
Off-Site Waste Receipt:		No
Universal Waste Indicator:		No
Universal Waste Destination Facility:		No
Federal Universal Waste:		No
Active Site Fed-Reg Treatment Storage and Disposal Facility:		Not reported
Active Site Converter Treatment storage and Disposal Facility:		Not reported
Active Site State-Reg Treatment Storage and Disposal Facility:		Not reported
Active Site State-Reg Handler:		---
Federal Facility Indicator:		Not reported
Hazardous Secondary Material Indicator:		N
Sub-Part K Indicator:		Not reported
Commercial TSD Indicator:		No
Treatment Storage and Disposal Type:		Not reported
2018 GPRA Permit Baseline:		Not on the Baseline
2018 GPRA Renewals Baseline:		Not on the Baseline
Permit Renewals Workload Universe:		Not reported
Permit Workload Universe:		Not reported
Permit Progress Universe:		Not reported
Post-Closure Workload Universe:		Not reported
Closure Workload Universe:		Not reported
202 GPRA Corrective Action Baseline:		No
Corrective Action Workload Universe:		No
Subject to Corrective Action Universe:		No
Non-TSDFs Where RCRA CA has Been Imposed Universe:		No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:		No
TSDFs Only Subject to CA under Discretionary Auth Universe:		No

HOME DEPOT #HD1221 (Continued) **1001818193**

Corrective Action Priority Ranking:	No NCAPS ranking
Environmental Control Indicator:	No
Institutional Control Indicator:	No
Human Exposure Controls Indicator:	N/A
Groundwater Controls Indicator:	N/A
Operating TSDF Universe:	Not reported
Full Enforcement Universe:	Not reported
Significant Non-Complier Universe:	No
Unaddressed Significant Non-Complier Universe:	No
Addressed Significant Non-Complier Universe:	No
Significant Non-Complier With a Compliance Schedule Universe:	No
Financial Assurance Required: Not reported	
Handler Date of Last Change:	20220901
Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No
Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	No
Manifest Broker:	No
Sub-Part P Indicator:	No

Biennial: List of Years
Year: 2013

Click Here for Biennial Reporting System Data:
Year: 2011

Click Here for Biennial Reporting System Data:
Year: 2009

Click Here for Biennial Reporting System Data:

Hazardous Waste Summary:

Waste Code:	D001
Waste Description:	IGNITABLE WASTE
Waste Code:	D002
Waste Description:	CORROSIVE WASTE
Waste Code:	D003
Waste Description:	REACTIVE WASTE
Waste Code:	D005
Waste Description:	BARIUM
Waste Code:	D006
Waste Description:	CADMIUM
Waste Code:	D007
Waste Description:	CHROMIUM
Waste Code:	D008
Waste Description:	LEAD
Waste Code:	D009
Waste Description:	MERCURY

HOME DEPOT #HD1221 (Continued) **1001818193**

Waste Code: D010
Waste Description: SELENIUM

Waste Code: D011
Waste Description: SILVER

Waste Code: D016
Waste Description: 2,4-D (2,4-DICHLOROPHENOXYACETIC ACID)

Waste Code: D018
Waste Description: BENZENE

Waste Code: D035
Waste Description: METHYL ETHYL KETONE

Waste Code: D039
Waste Description: TETRACHLOROETHYLENE

Waste Code: F003
Waste Description: THE FOLLOWING SPENT NONHALOGENATED SOLVENTS: XYLENE, ACETONE, ETHYL ACETATE, ETHYL BENZENE, ETHYL ETHER, METHYL ISOBUTYL KETONE, N-BUTYL ALCOHOL, CYCLOHEXANONE, AND METHANOL; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONLY THE ABOVE SPENT NONHALOGENATED SOLVENTS; AND ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONE OR MORE OF THE ABOVE NONHALOGENATED SOLVENTS, AND A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THOSE SOLVENTS LISTED IN F001, F002, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Waste Code: F005
Waste Description: THE FOLLOWING SPENT NONHALOGENATED SOLVENTS: TOLUENE, METHYL ETHYL KETONE, CARBON DISULFIDE, ISOBUTANOL, PYRIDINE, BENZENE, 2-ETHOXYETHANOL, AND 2-NITROPROPANE; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE NONHALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F001, F002, OR F004; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Waste Code: U002
Waste Description: 2-PROPANONE (I) (OR) ACETONE (I)

Waste Code: U154
Waste Description: METHANOL (I) (OR) METHYL ALCOHOL (I)

Waste Code: U220
Waste Description: BENZENE, METHYL- (OR) TOLUENE

Waste Code: U240
Waste Description: 2,4-D, SALTS & ESTERS (OR) ACETIC ACID, (2,4-DICHLOROPHENOXY)-, SALTS & ESTERS (OR) DICHLOROPHENOXYACETIC ACID 2,4-D

Waste Code: U279
Waste Description: U279

Handler - Owner Operator:
Owner/Operator Indicator: Operator

HOME DEPOT #HD1221 (Continued) **1001818193**

Owner/Operator Name: HOME DEPOT USA
Legal Status: Private
Date Became Current: 19970626
Date Ended Current: Not reported
Owner/Operator Address: 2455 PACES FERRY RD
Owner/Operator City,State,Zip: ATLANTA, GA 30339
Owner/Operator Telephone: 770-433-8211
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: MICHELLE_OBRIEN@HOMEDEPOT.COM

Owner/Operator Indicator: Operator
Owner/Operator Name: HOME DEPOT #HD1221
Legal Status: Private
Date Became Current: 19970626
Date Ended Current: Not reported
Owner/Operator Address: Not reported
Owner/Operator City,State,Zip: Not reported
Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner
Owner/Operator Name: HOME DEPOT USA
Legal Status: Private
Date Became Current: 19970626
Date Ended Current: Not reported
Owner/Operator Address: 2455 PACES FERRY RD
Owner/Operator City,State,Zip: ATLANTA, GA 30339
Owner/Operator Telephone: 770-433-8211
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: MICHELLE_OBRIEN@HOMEDEPOT.COM

Owner/Operator Indicator: Operator
Owner/Operator Name: HOME DEPOT #1221
Legal Status: Private
Date Became Current: 19970626
Date Ended Current: Not reported
Owner/Operator Address: 2455 PACES FERRY RD
Owner/Operator City,State,Zip: ATLANTA, GA 30339
Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner
Owner/Operator Name: THE HOME DEPOT
Legal Status: Private
Date Became Current: Not reported
Date Ended Current: Not reported
Owner/Operator Address: 2455 PACES FERRY RD NW
Owner/Operator City,State,Zip: ATLANTA, GA 30339
Owner/Operator Telephone: 770-433-8211
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported

HOME DEPOT #HD1221 (Continued) **1001818193**

Owner/Operator Email:	Not reported
Owner/Operator Indicator:	Owner
Owner/Operator Name: HOME DEPOT USA	
Legal Status:	Private
Date Became Current:	19970626
Date Ended Current:	Not reported
Owner/Operator Address:	2455 PACES FERRY RD
Owner/Operator City,State,Zip:	ATLANTA, GA 30339
Owner/Operator Telephone:	770-433-8211
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported
Owner/Operator Indicator:	Operator
Owner/Operator Name: HOME DEPOT USA	
Legal Status:	Private
Date Became Current:	19970626
Date Ended Current:	Not reported
Owner/Operator Address:	Not reported
Owner/Operator City,State,Zip:	Not reported
Owner/Operator Telephone:	Not reported
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported
Owner/Operator Indicator:	Operator
Owner/Operator Name: HOME DEPOT USA INC	
Legal Status:	Private
Date Became Current:	19970626
Date Ended Current:	Not reported
Owner/Operator Address:	2455 PACES FERRY RD
Owner/Operator City,State,Zip:	ATLANTA, GA 30339
Owner/Operator Telephone:	770-433-8211
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	MICHELLE_OBRIEN@HOMEDEPOT.COM
Owner/Operator Indicator:	Owner
Owner/Operator Name: HOME DEPOT USA	
Legal Status:	Private
Date Became Current:	19970626
Date Ended Current:	Not reported
Owner/Operator Address:	2455 PACES FERRY RD
Owner/Operator City,State,Zip:	ATLANTA, GA 30339
Owner/Operator Telephone:	770-433-8211
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	MICHELLE_OBRIEN@HOMEDEPOT.COM
Owner/Operator Indicator:	Owner
Owner/Operator Name: THE HOME DEPOT	
Legal Status:	Private
Date Became Current:	Not reported
Date Ended Current:	Not reported
Owner/Operator Address:	2455 PACES FERRY RD NW
Owner/Operator City,State,Zip:	ATLANTA, GA 30339

HOME DEPOT #HD1221 (Continued) **1001818193**

Owner/Operator Telephone:	770-433-8211
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported
Owner/Operator Indicator:	Operator
Owner/Operator Name: HOME DEPOT #1221	
Legal Status:	Private
Date Became Current:	19970626
Date Ended Current:	Not reported
Owner/Operator Address:	Not reported
Owner/Operator City,State,Zip:	Not reported
Owner/Operator Telephone:	Not reported
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported
Owner/Operator Indicator:	Owner
Owner/Operator Name: HOME DEPOT USA INC	
Legal Status:	Private
Date Became Current:	19970626
Date Ended Current:	Not reported
Owner/Operator Address:	2455 PACES FERRY RD
Owner/Operator City,State,Zip:	ATLANTA, GA 30339
Owner/Operator Telephone:	770-433-8211
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported
Owner/Operator Indicator:	Operator
Owner/Operator Name: HOME DEPOT USA	
Legal Status:	Private
Date Became Current:	19970626
Date Ended Current:	Not reported
Owner/Operator Address:	Not reported
Owner/Operator City,State,Zip:	Not reported
Owner/Operator Telephone:	Not reported
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported
Owner/Operator Indicator:	Owner
Owner/Operator Name: HOME DEPOT USA INC	
Legal Status:	Private
Date Became Current:	19970626
Date Ended Current:	Not reported
Owner/Operator Address:	2455 PACES FERRY RD
Owner/Operator City,State,Zip:	ATLANTA, GA 30339
Owner/Operator Telephone:	770-433-8211
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	MICHELLE_OBRIEN@HOMEDEPOT.COM
Owner/Operator Indicator:	Owner
Owner/Operator Name: HOME DEPOT USA INC	
Legal Status:	Private
Date Became Current:	19970626

HOME DEPOT #HD1221 (Continued) **1001818193**

Date Ended Current:	Not reported
Owner/Operator Address:	2455 PACES FERRY ROAD
Owner/Operator City,State,Zip:	ATLANTA, GA 30339
Owner/Operator Telephone:	Not reported
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported
Owner/Operator Indicator:	Owner
Owner/Operator Name: HOME DEPOT USA INC	
Legal Status:	Private
Date Became Current:	19970626
Date Ended Current:	Not reported
Owner/Operator Address:	2455 PACES FERRY ROAD
Owner/Operator City,State,Zip:	ATLANTA, GA 30339
Owner/Operator Telephone:	770-433-8211
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported
Owner/Operator Indicator:	Owner
Owner/Operator Name: HOME DEPOT USA INC	
Legal Status:	Private
Date Became Current:	19970626
Date Ended Current:	Not reported
Owner/Operator Address:	2455 PACES FERRY ROAD
Owner/Operator City,State,Zip:	ATLANTA, GA 30339
Owner/Operator Telephone:	770-433-8211
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported
Owner/Operator Indicator:	Operator
Owner/Operator Name: NO NAME FOUND	
Legal Status:	Private
Date Became Current:	19970626
Date Ended Current:	Not reported
Owner/Operator Address:	Not reported
Owner/Operator City,State,Zip:	Not reported
Owner/Operator Telephone:	Not reported
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported
Owner/Operator Indicator:	Owner
Owner/Operator Name: HOME DEPOT USA INC	
Legal Status:	Private
Date Became Current:	19970626
Date Ended Current:	Not reported
Owner/Operator Address:	2455 PACES FERRY RD
Owner/Operator City,State,Zip:	ATLANTA, GA 30339
Owner/Operator Telephone:	770-433-8211
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	MICHELLE_OBRIEN@HOMEDEPOT.COM
Owner/Operator Indicator:	Operator

HOME DEPOT #HD1221 (Continued) **1001818193**

Owner/Operator Name: HOME DEPOT USA INC
Legal Status: Private
Date Became Current: 19970626
Date Ended Current: Not reported
Owner/Operator Address: 2455 PACES FERRY RD
Owner/Operator City,State,Zip: ATLANTA, GA 30339
Owner/Operator Telephone: 770-433-8211
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: MICHELLE_OBRIEN@HOMEDEPOT.COM

Owner/Operator Indicator: Operator
Owner/Operator Name: HOME DEPOT #HD1221
Legal Status: Private
Date Became Current: 19970626
Date Ended Current: Not reported
Owner/Operator Address: 2455 PACES FERRY ROAD
Owner/Operator City,State,Zip: ATLANTA, GA 30339
Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Operator
Owner/Operator Name: HOME DEPOT USA
Legal Status: Private
Date Became Current: 19970626
Date Ended Current: Not reported
Owner/Operator Address: 2455 PACES FERRY RD
Owner/Operator City,State,Zip: ATLANTA, GA 30339
Owner/Operator Telephone: 770-433-8211
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: MICHELLE_OBRIEN@HOMEDEPOT.COM

Owner/Operator Indicator: Owner
Owner/Operator Name: HOME DEPOT USA
Legal Status: Private
Date Became Current: 19970626
Date Ended Current: Not reported
Owner/Operator Address: 2455 PACES FERRY RD
Owner/Operator City,State,Zip: ATLANTA, GA 30339
Owner/Operator Telephone: 770-433-8211
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Historic Generators:
Receive Date: 20100324
Handler Name: HOME DEPOT #1221
Federal Waste Generator Description: Large Quantity Generator
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No

HOME DEPOT #HD1221 (Continued) **1001818193**

Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported
Receive Date:	20120216
Handler Name: HOME DEPOT #HD1221	
Federal Waste Generator Description:	Large Quantity Generator
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported
Receive Date:	20140221
Handler Name: HOME DEPOT #HD1221	
Federal Waste Generator Description:	Large Quantity Generator
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported
Receive Date:	20210301
Handler Name: HOME DEPOT #1221	
Federal Waste Generator Description:	Small Quantity Generator
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	No
Electronic Manifest Broker:	No
Receive Date:	20220901
Handler Name: HOME DEPOT #1221	
Federal Waste Generator Description:	Large Quantity Generator
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	Yes
Non Storage Recycler Activity:	No
Electronic Manifest Broker:	No
Receive Date:	20060124

HOME DEPOT #HD1221 (Continued) **1001818193**

Handler Name: HOME DEPOT USA INC HD1221
Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 20070101
Handler Name: HOME DEPOT USA INC HD1221
Federal Waste Generator Description: Small Quantity Generator
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 20140222
Handler Name: HOME DEPOT #1221
Federal Waste Generator Description: Large Quantity Generator
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: Not reported
Recognized Trader Exporter: Not reported
Spent Lead Acid Battery Importer: Not reported
Spent Lead Acid Battery Exporter: Not reported
Current Record: No
Non Storage Recycler Activity: No
Electronic Manifest Broker: No

Receive Date: 19990927
Handler Name: HOME DEPOT THE 1221
Federal Waste Generator Description: Small Quantity Generator
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 20050628
Handler Name: HOME DEPOT USA INC HD1221
Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No

HOME DEPOT #HD1221 (Continued) **1001818193**

Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 20060125
Handler Name: HOME DEPOT USA INC HD1221
Federal Waste Generator Description: Small Quantity Generator
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 20200513
Handler Name: HOME DEPOT #1221
Federal Waste Generator Description: Small Quantity Generator
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: No
Electronic Manifest Broker: No

Receive Date: 20211105
Handler Name: HOME DEPOT #1221
Federal Waste Generator Description: Large Quantity Generator
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: No
Electronic Manifest Broker: No

List of NAICS Codes and Descriptions:
NAICS Code: 44411
NAICS Description: HOME CENTERS

NAICS Code: 444110
NAICS Description: HOME CENTERS

Facility Has Received Notices of Violation:
Found Violation: Yes
Agency Which Determined Violation: State

HOME DEPOT #HD1221 (Continued) **1001818193**

Violation Short Description:	Generators - Pre-transport
Date Violation was Determined:	20081020
Actual Return to Compliance Date:	20081021
Return to Compliance Qualifier:	Documented
Violation Responsible Agency:	State
Scheduled Compliance Date:	Not reported
Enforcement Identifier:	001
Date of Enforcement Action:	20081023
Enforcement Responsible Agency:	State
Enforcement Docket Number:	Not reported
Enforcement Attorney:	Not reported
Corrective Action Component:	No
Appeal Initiated Date:	Not reported
Appeal Resolution Date:	Not reported
Disposition Status Date:	20081023
Disposition Status:	AS
Disposition Status Description:	ACTION SATISFIED (CASE CLOSED)
Consent/Final Order Sequence Number:	Not reported
Consent/Final Order Respondent Name:	Not reported
Consent/Final Order Lead Agency:	Not reported
Enforcement Type:	WRITTEN INFORMAL
Enforcement Responsible Person:	NYACY
Enforcement Responsible Sub-Organization:	R2
SEP Sequence Number:	Not reported
SEP Expenditure Amount:	Not reported
SEP Scheduled Completion Date:	Not reported
SEP Actual Date:	Not reported
SEP Defaulted Date:	Not reported
SEP Type:	Not reported
SEP Type Description:	Not reported
Proposed Amount:	Not reported
Final Monetary Amount:	Not reported
Paid Amount:	Not reported
Final Count:	Not reported
Final Amount:	Not reported

Found Violation:	Yes
Agency Which Determined Violation:	State
Violation Short Description:	Universal Waste - Small Quantity Handlers
Date Violation was Determined:	20160128
Actual Return to Compliance Date:	20160321
Return to Compliance Qualifier:	Documented
Violation Responsible Agency:	State
Scheduled Compliance Date:	Not reported
Enforcement Identifier:	001
Date of Enforcement Action:	20160223
Enforcement Responsible Agency:	State
Enforcement Docket Number:	Not reported
Enforcement Attorney:	Not reported
Corrective Action Component:	No
Appeal Initiated Date:	Not reported
Appeal Resolution Date:	Not reported
Disposition Status Date:	Not reported
Disposition Status:	Not reported
Disposition Status Description:	Not reported
Consent/Final Order Sequence Number:	Not reported
Consent/Final Order Respondent Name:	Not reported

HOME DEPOT #HD1221 (Continued) **1001818193**

Consent/Final Order Lead Agency:	Not reported
Enforcement Type:	WRITTEN INFORMAL
Enforcement Responsible Person:	NYCMK
Enforcement Responsible Sub-Organization:	R2
SEP Sequence Number:	Not reported
SEP Expenditure Amount:	Not reported
SEP Scheduled Completion Date:	Not reported
SEP Actual Date:	Not reported
SEP Defaulted Date:	Not reported
SEP Type:	Not reported
SEP Type Description:	Not reported
Proposed Amount:	Not reported
Final Monetary Amount:	Not reported
Paid Amount:	Not reported
Final Count:	Not reported
Final Amount:	Not reported

Found Violation:	No
Agency Which Determined Violation:	Not reported
Violation Short Description:	Not reported
Date Violation was Determined:	Not reported
Actual Return to Compliance Date:	Not reported
Return to Compliance Qualifier:	Not reported
Violation Responsible Agency:	Not reported
Scheduled Compliance Date:	Not reported
Enforcement Identifier:	Not reported
Date of Enforcement Action:	Not reported
Enforcement Responsible Agency:	Not reported
Enforcement Docket Number:	Not reported
Enforcement Attorney:	Not reported
Corrective Action Component:	Not reported
Appeal Initiated Date:	Not reported
Appeal Resolution Date:	Not reported
Disposition Status Date:	Not reported
Disposition Status:	Not reported
Disposition Status Description:	Not reported
Consent/Final Order Sequence Number:	Not reported
Consent/Final Order Respondent Name:	Not reported
Consent/Final Order Lead Agency:	Not reported
Enforcement Type:	Not reported
Enforcement Responsible Person:	Not reported
Enforcement Responsible Sub-Organization:	Not reported
SEP Sequence Number:	Not reported
SEP Expenditure Amount:	Not reported
SEP Scheduled Completion Date:	Not reported
SEP Actual Date:	Not reported
SEP Defaulted Date:	Not reported
SEP Type:	Not reported
SEP Type Description:	Not reported
Proposed Amount:	Not reported
Final Monetary Amount:	Not reported
Paid Amount:	Not reported
Final Count:	Not reported
Final Amount:	Not reported

Found Violation:	Yes
Agency Which Determined Violation:	State

HOME DEPOT #HD1221 (Continued) **1001818193**

Violation Short Description:	Generators - Pre-transport
Date Violation was Determined:	20081020
Actual Return to Compliance Date:	20081021
Return to Compliance Qualifier:	Documented
Violation Responsible Agency:	State
Scheduled Compliance Date:	Not reported
Enforcement Identifier:	001
Date of Enforcement Action:	20081023
Enforcement Responsible Agency:	State
Enforcement Docket Number:	Not reported
Enforcement Attorney:	Not reported
Corrective Action Component:	No
Appeal Initiated Date:	Not reported
Appeal Resolution Date:	Not reported
Disposition Status Date:	20081023
Disposition Status:	AS
Disposition Status Description:	ACTION SATISFIED (CASE CLOSED)
Consent/Final Order Sequence Number:	Not reported
Consent/Final Order Respondent Name:	Not reported
Consent/Final Order Lead Agency:	Not reported
Enforcement Type:	WRITTEN INFORMAL
Enforcement Responsible Person:	NYACY
Enforcement Responsible Sub-Organization:	R2
SEP Sequence Number:	Not reported
SEP Expenditure Amount:	Not reported
SEP Scheduled Completion Date:	Not reported
SEP Actual Date:	Not reported
SEP Defaulted Date:	Not reported
SEP Type:	Not reported
SEP Type Description:	Not reported
Proposed Amount:	Not reported
Final Monetary Amount:	Not reported
Paid Amount:	Not reported
Final Count:	Not reported
Final Amount:	Not reported

Found Violation:	Yes
Agency Which Determined Violation:	State
Violation Short Description:	TSD IS-Preparedness and Prevention
Date Violation was Determined:	20081020
Actual Return to Compliance Date:	20081021
Return to Compliance Qualifier:	Documented
Violation Responsible Agency:	State
Scheduled Compliance Date:	Not reported
Enforcement Identifier:	001
Date of Enforcement Action:	20081023
Enforcement Responsible Agency:	State
Enforcement Docket Number:	Not reported
Enforcement Attorney:	Not reported
Corrective Action Component:	No
Appeal Initiated Date:	Not reported
Appeal Resolution Date:	Not reported
Disposition Status Date:	20081023
Disposition Status:	AS
Disposition Status Description:	ACTION SATISFIED (CASE CLOSED)
Consent/Final Order Sequence Number:	Not reported
Consent/Final Order Respondent Name:	Not reported

HOME DEPOT #HD1221 (Continued) **1001818193**

Consent/Final Order Lead Agency: Not reported
Enforcement Type: WRITTEN INFORMAL
Enforcement Responsible Person: NYACY
Enforcement Responsible Sub-Organization: R2
SEP Sequence Number: Not reported
SEP Expenditure Amount: Not reported
SEP Scheduled Completion Date: Not reported
SEP Actual Date: Not reported
SEP Defaulted Date: Not reported
SEP Type: Not reported
SEP Type Description: Not reported
Proposed Amount: Not reported
Final Monetary Amount: Not reported
Paid Amount: Not reported
Final Count: Not reported
Final Amount: Not reported

Found Violation: Yes
Agency Which Determined Violation: State
Violation Short Description: Generators - Pre-transport
Date Violation was Determined: 20160128
Actual Return to Compliance Date: 20160321
Return to Compliance Qualifier: Documented
Violation Responsible Agency: State
Scheduled Compliance Date: Not reported
Enforcement Identifier: 001
Date of Enforcement Action: 20160223
Enforcement Responsible Agency: State
Enforcement Docket Number: Not reported
Enforcement Attorney: Not reported
Corrective Action Component: No
Appeal Initiated Date: Not reported
Appeal Resolution Date: Not reported
Disposition Status Date: Not reported
Disposition Status: Not reported
Disposition Status Description: Not reported
Consent/Final Order Sequence Number: Not reported
Consent/Final Order Respondent Name: Not reported
Consent/Final Order Lead Agency: Not reported
Enforcement Type: WRITTEN INFORMAL
Enforcement Responsible Person: NYCMK
Enforcement Responsible Sub-Organization: R2
SEP Sequence Number: Not reported
SEP Expenditure Amount: Not reported
SEP Scheduled Completion Date: Not reported
SEP Actual Date: Not reported
SEP Defaulted Date: Not reported
SEP Type: Not reported
SEP Type Description: Not reported
Proposed Amount: Not reported
Final Monetary Amount: Not reported
Paid Amount: Not reported
Final Count: Not reported
Final Amount: Not reported

Found Violation: Yes
Agency Which Determined Violation: State

HOME DEPOT #HD1221 (Continued) **1001818193**

Violation Short Description:	Generators - Pre-transport
Date Violation was Determined:	20160128
Actual Return to Compliance Date:	20160321
Return to Compliance Qualifier:	Documented
Violation Responsible Agency:	State
Scheduled Compliance Date:	Not reported
Enforcement Identifier:	001
Date of Enforcement Action:	20160223
Enforcement Responsible Agency:	State
Enforcement Docket Number:	Not reported
Enforcement Attorney:	Not reported
Corrective Action Component:	No
Appeal Initiated Date:	Not reported
Appeal Resolution Date:	Not reported
Disposition Status Date:	Not reported
Disposition Status:	Not reported
Disposition Status Description:	Not reported
Consent/Final Order Sequence Number:	Not reported
Consent/Final Order Respondent Name:	Not reported
Consent/Final Order Lead Agency:	Not reported
Enforcement Type:	WRITTEN INFORMAL
Enforcement Responsible Person:	NYCMK
Enforcement Responsible Sub-Organization:	R2
SEP Sequence Number:	Not reported
SEP Expenditure Amount:	Not reported
SEP Scheduled Completion Date:	Not reported
SEP Actual Date:	Not reported
SEP Defaulted Date:	Not reported
SEP Type:	Not reported
SEP Type Description:	Not reported
Proposed Amount:	Not reported
Final Monetary Amount:	Not reported
Paid Amount:	Not reported
Final Count:	Not reported
Final Amount:	Not reported

Found Violation:	Yes
Agency Which Determined Violation:	State
Violation Short Description:	Generators - Pre-transport
Date Violation was Determined:	20081020
Actual Return to Compliance Date:	20081021
Return to Compliance Qualifier:	Documented
Violation Responsible Agency:	State
Scheduled Compliance Date:	Not reported
Enforcement Identifier:	001
Date of Enforcement Action:	20081023
Enforcement Responsible Agency:	State
Enforcement Docket Number:	Not reported
Enforcement Attorney:	Not reported
Corrective Action Component:	No
Appeal Initiated Date:	Not reported
Appeal Resolution Date:	Not reported
Disposition Status Date:	20081023
Disposition Status:	AS
Disposition Status Description:	ACTION SATISFIED (CASE CLOSED)
Consent/Final Order Sequence Number:	Not reported
Consent/Final Order Respondent Name:	Not reported

HOME DEPOT #HD1221 (Continued) **1001818193**

Consent/Final Order Lead Agency: Not reported
Enforcement Type: WRITTEN INFORMAL
Enforcement Responsible Person: NYACY
Enforcement Responsible Sub-Organization: R2
SEP Sequence Number: Not reported
SEP Expenditure Amount: Not reported
SEP Scheduled Completion Date: Not reported
SEP Actual Date: Not reported
SEP Defaulted Date: Not reported
SEP Type: Not reported
SEP Type Description: Not reported
Proposed Amount: Not reported
Final Monetary Amount: Not reported
Paid Amount: Not reported
Final Count: Not reported
Final Amount: Not reported

Found Violation: Yes
Agency Which Determined Violation: State
Violation Short Description: TSD IS-Preparedness and Prevention
Date Violation was Determined: 20160128
Actual Return to Compliance Date: 20160321
Return to Compliance Qualifier: Documented
Violation Responsible Agency: State
Scheduled Compliance Date: Not reported
Enforcement Identifier: 001
Date of Enforcement Action: 20160223
Enforcement Responsible Agency: State
Enforcement Docket Number: Not reported
Enforcement Attorney: Not reported
Corrective Action Component: No
Appeal Initiated Date: Not reported
Appeal Resolution Date: Not reported
Disposition Status Date: Not reported
Disposition Status: Not reported
Disposition Status Description: Not reported
Consent/Final Order Sequence Number: Not reported
Consent/Final Order Respondent Name: Not reported
Consent/Final Order Lead Agency: Not reported
Enforcement Type: WRITTEN INFORMAL
Enforcement Responsible Person: NYCMK
Enforcement Responsible Sub-Organization: R2
SEP Sequence Number: Not reported
SEP Expenditure Amount: Not reported
SEP Scheduled Completion Date: Not reported
SEP Actual Date: Not reported
SEP Defaulted Date: Not reported
SEP Type: Not reported
SEP Type Description: Not reported
Proposed Amount: Not reported
Final Monetary Amount: Not reported
Paid Amount: Not reported
Final Count: Not reported
Final Amount: Not reported

Found Violation: Yes
Agency Which Determined Violation: State

HOME DEPOT #HD1221 (Continued) **1001818193**

Violation Short Description: Generators - Pre-transport
Date Violation was Determined: 20160128
Actual Return to Compliance Date: 20160321
Return to Compliance Qualifier: Documented
Violation Responsible Agency: State
Scheduled Compliance Date: Not reported
Enforcement Identifier: 001
Date of Enforcement Action: 20160223
Enforcement Responsible Agency: State
Enforcement Docket Number: Not reported
Enforcement Attorney: Not reported
Corrective Action Component: No
Appeal Initiated Date: Not reported
Appeal Resolution Date: Not reported
Disposition Status Date: Not reported
Disposition Status: Not reported
Disposition Status Description: Not reported
Consent/Final Order Sequence Number: Not reported
Consent/Final Order Respondent Name: Not reported
Consent/Final Order Lead Agency: Not reported
Enforcement Type: WRITTEN INFORMAL
Enforcement Responsible Person: NYCMK
Enforcement Responsible Sub-Organization: R2
SEP Sequence Number: Not reported
SEP Expenditure Amount: Not reported
SEP Scheduled Completion Date: Not reported
SEP Actual Date: Not reported
SEP Defaulted Date: Not reported
SEP Type: Not reported
SEP Type Description: Not reported
Proposed Amount: Not reported
Final Monetary Amount: Not reported
Paid Amount: Not reported
Final Count: Not reported
Final Amount: Not reported

Evaluation Action Summary:
Evaluation Date: 20081020
Evaluation Responsible Agency: State
Found Violation: Yes
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Evaluation Responsible Person Identifier: NYACY
Evaluation Responsible Sub-Organization: R2
Actual Return to Compliance Date: 20081021
Scheduled Compliance Date: Not reported
Date of Request: Not reported
Date Response Received: Not reported
Request Agency: Not reported
Former Citation: Not reported

Evaluation Date: 20160128
Evaluation Responsible Agency: State
Found Violation: Yes
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Evaluation Responsible Person Identifier: NYCMK
Evaluation Responsible Sub-Organization: R2
Actual Return to Compliance Date: 20160321

HOME DEPOT #HD1221 (Continued) **1001818193**

Scheduled Compliance Date:	Not reported
Date of Request:	Not reported
Date Response Received:	Not reported
Request Agency:	Not reported
Former Citation:	Not reported
Evaluation Date:	20030602
Evaluation Responsible Agency:	State
Found Violation:	No
Evaluation Type Description:	COMPLIANCE EVALUATION INSPECTION ON-SITE
Evaluation Responsible Person Identifier:	NYADS
Evaluation Responsible Sub-Organization:	R2
Actual Return to Compliance Date:	Not reported
Scheduled Compliance Date:	Not reported
Date of Request:	Not reported
Date Response Received:	Not reported
Request Agency:	Not reported
Former Citation:	Not reported
Evaluation Date:	20081020
Evaluation Responsible Agency:	State
Found Violation:	Yes
Evaluation Type Description:	COMPLIANCE EVALUATION INSPECTION ON-SITE
Evaluation Responsible Person Identifier:	NYACY
Evaluation Responsible Sub-Organization:	R2
Actual Return to Compliance Date:	20081021
Scheduled Compliance Date:	Not reported
Date of Request:	Not reported
Date Response Received:	Not reported
Request Agency:	Not reported
Former Citation:	Not reported
Evaluation Date:	20081020
Evaluation Responsible Agency:	State
Found Violation:	Yes
Evaluation Type Description:	COMPLIANCE EVALUATION INSPECTION ON-SITE
Evaluation Responsible Person Identifier:	NYACY
Evaluation Responsible Sub-Organization:	R2
Actual Return to Compliance Date:	20081021
Scheduled Compliance Date:	Not reported
Date of Request:	Not reported
Date Response Received:	Not reported
Request Agency:	Not reported
Former Citation:	Not reported
Evaluation Date:	20160128
Evaluation Responsible Agency:	State
Found Violation:	Yes
Evaluation Type Description:	COMPLIANCE EVALUATION INSPECTION ON-SITE
Evaluation Responsible Person Identifier:	NYCMK
Evaluation Responsible Sub-Organization:	R2
Actual Return to Compliance Date:	20160321
Scheduled Compliance Date:	Not reported
Date of Request:	Not reported
Date Response Received:	Not reported
Request Agency:	Not reported
Former Citation:	Not reported

HOME DEPOT #HD1221 (Continued) **1001818193**

Evaluation Date:	20160128
Evaluation Responsible Agency:	State
Found Violation:	Yes
Evaluation Type Description:	COMPLIANCE EVALUATION INSPECTION ON-SITE
Evaluation Responsible Person Identifier:	NYCMK
Evaluation Responsible Sub-Organization:	R2
Actual Return to Compliance Date:	20160321
Scheduled Compliance Date:	Not reported
Date of Request:	Not reported
Date Response Received:	Not reported
Request Agency:	Not reported
Former Citation:	Not reported

Evaluation Date:	20081020
Evaluation Responsible Agency:	State
Found Violation:	Yes
Evaluation Type Description:	COMPLIANCE EVALUATION INSPECTION ON-SITE
Evaluation Responsible Person Identifier:	NYACY
Evaluation Responsible Sub-Organization:	R2
Actual Return to Compliance Date:	20081021
Scheduled Compliance Date:	Not reported
Date of Request:	Not reported
Date Response Received:	Not reported
Request Agency:	Not reported
Former Citation:	Not reported

Evaluation Date:	20160128
Evaluation Responsible Agency:	State
Found Violation:	Yes
Evaluation Type Description:	COMPLIANCE EVALUATION INSPECTION ON-SITE
Evaluation Responsible Person Identifier:	NYCMK
Evaluation Responsible Sub-Organization:	R2
Actual Return to Compliance Date:	20160321
Scheduled Compliance Date:	Not reported
Date of Request:	Not reported
Date Response Received:	Not reported
Request Agency:	Not reported
Former Citation:	Not reported

Evaluation Date:	20160128
Evaluation Responsible Agency:	State
Found Violation:	Yes
Evaluation Type Description:	COMPLIANCE EVALUATION INSPECTION ON-SITE
Evaluation Responsible Person Identifier:	NYCMK
Evaluation Responsible Sub-Organization:	R2
Actual Return to Compliance Date:	20160321
Scheduled Compliance Date:	Not reported
Date of Request:	Not reported
Date Response Received:	Not reported
Request Agency:	Not reported
Former Citation:	Not reported

FINDS:
Registry ID: 110004556560

HOME DEPOT #HD1221 (Continued) **1001818193**

Click Here for FRS Facility Detail Report:

Environmental Interest/Information System:
RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.
HAZARDOUS WASTE BIENNIAL REPORTER

Click this hyperlink while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

ECHO:

Envid:	1001818193
Registry ID:	110004556560
DFR URL:	http://echo.epa.gov/detailed-facility-report?fid=110004556560
Name:	HOME DEPOT #HD1221
Address:	1806 E GUNHILL RD
City,State,Zip:	BRONX, NY 10469

NY MANIFEST:

Name:	HOME DEPOT 1221
Address:	1806 E GUNHILL RD
City,State,Zip:	BRONX, NY 10469
Country:	USA
EPA ID:	NYR000077008
Facility Status:	Not reported
Location Address 1:	1806 E GUNHILL RD
Code:	BP
Location Address 2:	Not reported
Total Tanks:	Not reported
Location City:	BRONX
Location State:	NY
Location Zip:	10469
Location Zip 4:	Not reported

NY MANIFEST:

EPAID:	NYR000077008
Mailing Name:	HOME DEPOT 1221
Mailing Contact:	N/S
Mailing Address 1:	1905 ASTON AVE
Mailing Address 2:	SUITE 100
Mailing City:	CARLSBAD
Mailing State:	CA
Mailing Zip:	92008
Mailing Zip 4:	Not reported
Mailing Country:	USA
Mailing Phone:	7188629800

NY MANIFEST:

Document ID:	Not reported
Manifest Status:	Not reported
seq:	Not reported
Year:	2018
Trans1 State ID:	NYD082785429

HOME DEPOT #HD1221 (Continued) **1001818193**

Trans2 State ID:	Not reported
Generator Ship Date:	12/26/2007
Trans1 Recv Date:	12/26/2007
Trans2 Recv Date:	Not reported
TSD Site Recv Date:	12/27/2007
Part A Recv Date:	Not reported
Part B Recv Date:	Not reported
Generator EPA ID:	NYR000077008
Trans1 EPA ID:	Not reported
Trans2 EPA ID:	Not reported
TSDF ID 1:	NYD082785429
TSDF ID 2:	Not reported
Manifest Tracking Number:	001858653FLE
Import Indicator:	N
Export Indicator:	N
Discr Quantity Indicator:	N
Discr Type Indicator:	N
Discr Residue Indicator:	N
Discr Partial Reject Indicator:	N
Discr Full Reject Indicator:	N
Manifest Ref Number:	Not reported
Alt Facility RCRA ID:	Not reported
Alt Facility Sign Date:	Not reported
MGMT Method Type Code:	H141
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Quantity:	240
Units:	P - Pounds
Number of Containers:	2
Container Type:	DM - Metal drums, barrels
Handling Method:	L Landfill.
Specific Gravity:	1
Waste Code:	D001
Waste Code 1_2:	Not reported
Waste Code 1_3:	Not reported
Waste Code 1_4:	Not reported
Waste Code 1_5:	Not reported
Waste Code 1_6:	Not reported

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100 NE 1/8-1/4 0.232 mi. 1227 ft. **BELL ATLANTIC-NY** **NY MANIFEST** **S109064496**
BARTOW AVE & ASCH LOOP MG **N/A**
BRONX, NY

Relative: Higher
Actual: 13 ft.

NY MANIFEST:

Name:	BELL ATLANTIC-NY
Address:	BARTOW AVE & ASCH LOOP MG
City,State,Zip:	BRONX, NY
Country:	USA
EPA ID:	NYP000941971
Facility Status:	Not reported
Location Address 1:	BARTOW AVE & ASCH LOOP MG

BELL ATLANTIC-NY (Continued) **S109064496**

Code: BP
Location Address 2: Not reported
Total Tanks: Not reported
Location City: BRONX
Location State: NY
Location Zip: Not reported
Location Zip 4: Not reported

NY MANIFEST:
EPAID: NYP000941971
Mailing Name: BELL ATLANTIC-NY
Mailing Contact: Not reported
Mailing Address 1: Not reported
Mailing Address 2: Not reported
Mailing City: Not reported
Mailing State: Not reported
Mailing Zip: Not reported
Mailing Zip 4: Not reported
Mailing Country: Not reported
Mailing Phone: Not reported

S101 **CON EDISON** **NJ MANIFEST** **S120677379**
SSE **1877 E GUNHILL RD** **N/A**
1/8-1/4 **BRONX, NY 10469**
0.241 mi.
1271 ft. **Site 4 of 7 in cluster S**

Relative:
Higher

Actual:
9 ft.

NJ MANIFEST:
EPA Id: NYP004846190
Mail Address: IRVING PL 15TH FL NE
Mail City/State/Zip: NEW YORK, NY 10003
Facility Phone: Not reported
Emergency Phone: Not reported
Contact: THOMAS TEELING
Comments: Not reported
SIC Code: Not reported
County: NY005
Municipal: Not reported
Previous EPA Id: Not reported
Gen Flag: Not reported
Trans Flag: Not reported
TSDF Flag: Not reported
Name Change: Not reported
Date Change: Not reported

Manifest:
Manifest Number: 002661445GBF
EPA ID: NYP004846190
Date Shipped: 9/30/2015
TSDF EPA ID: NJD991291105
Transporter EPA ID: NJD003812047
Transporter 2 EPA ID: Not reported
Transporter 3 EPA ID: Not reported
Transporter 4 EPA ID: Not reported
Transporter 5 EPA ID: Not reported
Transporter 6 EPA ID: Not reported
Transporter 7 EPA ID: Not reported
Transporter 8 EPA ID: Not reported

CON EDISON (Continued) **S120677379**

Transporter 9 EPA ID:	Not reported
Transporter 10 EPA ID:	Not reported
Date Trans1 Transported Waste:	Not reported
Date Trans2 Transported Waste:	Not reported
Date Trans3 Transported Waste:	Not reported
Date Trans4 Transported Waste:	Not reported
Date Trans5 Transported Waste:	Not reported
Date Trans6 Transported Waste:	Not reported
Date Trans7 Transported Waste:	Not reported
Date Trans8 Transported Waste:	Not reported
Date Trans9 Transported Waste:	Not reported
Date Trans10 Transported Waste:	Not reported
Date TSDF Received Waste:	Not reported
TSDF EPA Facility Name:	Not reported
QTY Units:	Not reported
Transporter SEQ ID:	Not reported
Transporter-1 Date:	Not reported
Waste SEQ ID:	Not reported
Waste Type Code 2:	Not reported
Waste Type Code 3:	Not reported
Waste Type Code 4:	Not reported
Waste Type Code 5:	Not reported
Waste Type Code 6:	Not reported
Date Accepted:	Not reported
Manifest Discrepancy Type:	Not reported
Data Entry Number:	Not reported
Was Load Rejected:	NEW YORK, NY 10003
Reason Load Was Rejected:	Not reported

S102 **CON EDISON** **RCRA NonGen / NLR** **1019908463**
SSE **1877 E GUNHILL RD** **NYP004846190**
1/8-1/4 **BRONX, NY 10469**
0.241 mi.
1271 ft. **Site 5 of 7 in cluster S**

Relative: **Higher**

Actual: **9 ft.**

RCRA Listings:

Date Form Received by Agency:		20150930
Handler Name:	CON EDISON	
Handler Address:		1877 E GUNHILL RD
Handler City,State,Zip:		BRONX, NY 10469
EPA ID:		NYP004846190
Contact Name:		THOMAS TEELING
Contact Address:		Not reported
Contact City,State,Zip:		Not reported
Contact Telephone:		212-460-3770
Contact Fax:		Not reported
Contact Email:		Not reported
Contact Title:		Not reported
EPA Region:		02
Land Type:		Private
Federal Waste Generator Description:		Not a generator, verified
Non-Notifier:		Not reported
Biennial Report Cycle:		Not reported
Accessibility:		Not reported
Active Site Indicator:		Not reported
State District Owner:		NY

CON EDISON (Continued) **1019908463**

State District:		NYSDEC R2
Mailing Address:		IRVING PL 15TH FL NE
Mailing City,State,Zip:		NEW YORK, NY 10003
Owner Name:	Not reported	
Owner Type:		Not reported
Operator Name:	Not reported	
Operator Type:		Not reported
Short-Term Generator Activity:		No
Importer Activity:		No
Mixed Waste Generator:		No
Transporter Activity:		No
Transfer Facility Activity:		No
Recycler Activity with Storage:		No
Small Quantity On-Site Burner Exemption:		No
Smelting Melting and Refining Furnace Exemption:		No
Underground Injection Control:		No
Off-Site Waste Receipt:		No
Universal Waste Indicator:		No
Universal Waste Destination Facility:		No
Federal Universal Waste:		No
Active Site Fed-Reg Treatment Storage and Disposal Facility:		Not reported
Active Site Converter Treatment storage and Disposal Facility:		Not reported
Active Site State-Reg Treatment Storage and Disposal Facility:		Not reported
Active Site State-Reg Handler:		---
Federal Facility Indicator:		Not reported
Hazardous Secondary Material Indicator:		NN
Sub-Part K Indicator:		Not reported
Commercial TSD Indicator:		No
Treatment Storage and Disposal Type:		Not reported
2018 GPRA Permit Baseline:		Not on the Baseline
2018 GPRA Renewals Baseline:		Not on the Baseline
Permit Renewals Workload Universe:		Not reported
Permit Workload Universe:		Not reported
Permit Progress Universe:		Not reported
Post-Closure Workload Universe:		Not reported
Closure Workload Universe:		Not reported
202 GPRA Corrective Action Baseline:		No
Corrective Action Workload Universe:		No
Subject to Corrective Action Universe:		No
Non-TSDFs Where RCRA CA has Been Imposed Universe:		No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:		No
TSDFs Only Subject to CA under Discretionary Auth Universe:		No
Corrective Action Priority Ranking:		No NCAPS ranking
Environmental Control Indicator:		No
Institutional Control Indicator:		No
Human Exposure Controls Indicator:		N/A
Groundwater Controls Indicator:		N/A
Operating TSDF Universe:		Not reported
Full Enforcement Universe:		Not reported
Significant Non-Complier Universe:		No
Unaddressed Significant Non-Complier Universe:		No
Addressed Significant Non-Complier Universe:		No
Significant Non-Complier With a Compliance Schedule Universe:		No
Financial Assurance Required:	Not reported	
Handler Date of Last Change:		20160909
Recognized Trader-Importer:		No
Recognized Trader-Exporter:		No

CON EDISON (Continued) **1019908463**

Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	Not reported
Manifest Broker:	Not reported
Sub-Part P Indicator:	No

Historic Generators:

Receive Date:	20150930
Handler Name: CON EDISON	
Federal Waste Generator Description:	Large Quantity Generator
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

Receive Date:	20150930
Handler Name: CON EDISON	
Federal Waste Generator Description:	Not a generator, verified
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	Yes
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

List of NAICS Codes and Descriptions:

NAICS Codes:	No NAICS Codes Found

Facility Has Received Notices of Violations:

Violations:	No Violations Found

Evaluation Action Summary:

Evaluations:	No Evaluations Found

Q103 **CON EDISON** **RCRA NonGen / NLR** **1019906306**
NE **120 N ASH LOOP** **NYP004819607**
1/8-1/4 **BRONX, NY 10475**
0.244 mi.
1290 ft. **Site 3 of 5 in cluster Q**

Relative: **Higher**
Actual: **15 ft.**

RCRA Listings:

Date Form Received by Agency:		20150806
Handler Name:	CON EDISON	
Handler Address:		120 N ASH LOOP
Handler City,State,Zip:		BRONX, NY 10475
EPA ID:		NYP004819607

CON EDISON (Continued) **1019906306**

Contact Name:		THOMAS TEELING
Contact Address:		Not reported
Contact City,State,Zip:		Not reported
Contact Telephone:		212-460-3770
Contact Fax:		Not reported
Contact Email:		Not reported
Contact Title:		Not reported
EPA Region:		02
Land Type:		Private
Federal Waste Generator Description:		Not a generator, verified
Non-Notifier:		Not reported
Biennial Report Cycle:		Not reported
Accessibility:		Not reported
Active Site Indicator:		Not reported
State District Owner:		NY
State District:		NYSDEC R2
Mailing Address:		IRVING PL 15TH FL NE
Mailing City,State,Zip:		NEW YORK, NY 10003
Owner Name:	Not reported	
Owner Type:		Not reported
Operator Name:	Not reported	
Operator Type:		Not reported
Short-Term Generator Activity:		No
Importer Activity:		No
Mixed Waste Generator:		No
Transporter Activity:		No
Transfer Facility Activity:		No
Recycler Activity with Storage:		No
Small Quantity On-Site Burner Exemption:		No
Smelting Melting and Refining Furnace Exemption:		No
Underground Injection Control:		No
Off-Site Waste Receipt:		No
Universal Waste Indicator:		No
Universal Waste Destination Facility:		No
Federal Universal Waste:		No
Active Site Fed-Reg Treatment Storage and Disposal Facility:		Not reported
Active Site Converter Treatment storage and Disposal Facility:		Not reported
Active Site State-Reg Treatment Storage and Disposal Facility:		Not reported
Active Site State-Reg Handler:		---
Federal Facility Indicator:		Not reported
Hazardous Secondary Material Indicator:		NN
Sub-Part K Indicator:		Not reported
Commercial TSD Indicator:		No
Treatment Storage and Disposal Type:		Not reported
2018 GPRA Permit Baseline:		Not on the Baseline
2018 GPRA Renewals Baseline:		Not on the Baseline
Permit Renewals Workload Universe:		Not reported
Permit Workload Universe:		Not reported
Permit Progress Universe:		Not reported
Post-Closure Workload Universe:		Not reported
Closure Workload Universe:		Not reported
202 GPRA Corrective Action Baseline:		No
Corrective Action Workload Universe:		No
Subject to Corrective Action Universe:		No
Non-TSDFs Where RCRA CA has Been Imposed Universe:		No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:		No
TSDFs Only Subject to CA under Discretionary Auth Universe:		No

CON EDISON (Continued) **1019906306**

Corrective Action Priority Ranking:	No NCAPS ranking
Environmental Control Indicator:	No
Institutional Control Indicator:	No
Human Exposure Controls Indicator:	N/A
Groundwater Controls Indicator:	N/A
Operating TSDF Universe:	Not reported
Full Enforcement Universe:	Not reported
Significant Non-Complier Universe:	No
Unaddressed Significant Non-Complier Universe:	No
Addressed Significant Non-Complier Universe:	No
Significant Non-Complier With a Compliance Schedule Universe:	No
Financial Assurance Required: Not reported	
Handler Date of Last Change:	20160909
Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No
Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	Not reported
Manifest Broker:	Not reported
Sub-Part P Indicator:	No

Historic Generators:

Receive Date:	20150806
Handler Name: CON EDISON	
Federal Waste Generator Description:	Small Quantity Generator
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

Receive Date:	20150806
Handler Name: CON EDISON	
Federal Waste Generator Description:	Not a generator, verified
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	Yes
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

List of NAICS Codes and Descriptions:

NAICS Codes:	No NAICS Codes Found

Facility Has Received Notices of Violations:

Violations:	No Violations Found

CON EDISON (Continued) **1019906306**

Evaluation Action Summary:
Evaluations: No Evaluations Found

Q104 **CON EDISON** **NJ MANIFEST** **S120675071**
NE **120 N ASH LOOP** **N/A**
1/8-1/4 **BRONX, NY 10475**
0.244 mi.
1290 ft. **Site 4 of 5 in cluster Q**

Relative:
Higher

Actual:
15 ft.

NJ MANIFEST:

EPA Id:	NYP004819607
Mail Address:	IRVING PL 15TH FL NE
Mail City/State/Zip:	NEW YORK, NY 10003
Facility Phone:	Not reported
Emergency Phone:	Not reported
Contact:	THOMAS TEELING
Comments:	Not reported
SIC Code:	Not reported
County:	NY005
Municipal:	Not reported
Previous EPA Id:	Not reported
Gen Flag:	Not reported
Trans Flag:	Not reported
TSDF Flag:	Not reported
Name Change:	Not reported
Date Change:	Not reported

Manifest:

Manifest Number:	014472104JJK
EPA ID:	NYP004819607
Date Shipped:	8/6/2015
TSDF EPA ID:	NJD002200046
Transporter EPA ID:	NYD006982359
Transporter 2 EPA ID:	Not reported
Transporter 3 EPA ID:	Not reported
Transporter 4 EPA ID:	Not reported
Transporter 5 EPA ID:	Not reported
Transporter 6 EPA ID:	Not reported
Transporter 7 EPA ID:	Not reported
Transporter 8 EPA ID:	Not reported
Transporter 9 EPA ID:	Not reported
Transporter 10 EPA ID:	Not reported
Date Trans1 Transported Waste:	Not reported
Date Trans2 Transported Waste:	Not reported
Date Trans3 Transported Waste:	Not reported
Date Trans4 Transported Waste:	Not reported
Date Trans5 Transported Waste:	Not reported
Date Trans6 Transported Waste:	Not reported
Date Trans7 Transported Waste:	Not reported
Date Trans8 Transported Waste:	Not reported
Date Trans9 Transported Waste:	Not reported
Date Trans10 Transported Waste:	Not reported
Date TSDF Received Waste:	Not reported
TSDF EPA Facility Name:	Not reported
QTY Units:	Not reported
Transporter SEQ ID:	Not reported
Transporter-1 Date:	Not reported

CON EDISON (Continued) **S120675071**

Waste SEQ ID:	Not reported
Waste Type Code 2:	Not reported
Waste Type Code 3:	Not reported
Waste Type Code 4:	Not reported
Waste Type Code 5:	Not reported
Waste Type Code 6:	Not reported
Date Accepted:	Not reported
Manifest Discrepancy Type:	Not reported
Data Entry Number:	Not reported
Was Load Rejected:	NEW YORK, NY 10003
Reason Load Was Rejected:	Not reported

Q105 **CON EDISON** **NY MANIFEST** **S119077061**
NE **120 N ASH LOOP** **N/A**
1/8-1/4 **BRONX, NY 10475**
0.244 mi.
1290 ft. **Site 5 of 5 in cluster Q**

Relative: **Higher**

Actual: **15 ft.**

NY MANIFEST:

Name:	CON EDISON
Address:	120 N ASH LOOP
City,State,Zip:	BRONX, NY 10475
Country:	USA
EPA ID:	NYP004819607
Facility Status:	Not reported
Location Address 1:	140 ARCH LOOP
Code:	BP
Location Address 2:	SB 28030
Total Tanks:	Not reported
Location City:	BRONX
Location State:	NY
Location Zip:	10475
Location Zip 4:	Not reported

NY MANIFEST:

EPAID:	NYP004819607
Mailing Name:	CON EDISON
Mailing Contact:	DENNIS HUACON
Mailing Address 1:	4 IRVING PL 15TH FL
Mailing Address 2:	Not reported
Mailing City:	NEW YORK
Mailing State:	NY
Mailing Zip:	10003
Mailing Zip 4:	Not reported
Mailing Country:	USA
Mailing Phone:	2124603770

NY MANIFEST:

Document ID:	Not reported
Manifest Status:	Not reported
seq:	Not reported
Year:	2018
Trans1 State ID:	NYD006982359
Trans2 State ID:	Not reported
Generator Ship Date:	08/06/2015
Trans1 Recv Date:	08/06/2015

CON EDISON (Continued) **S119077061**

Trans2 Recv Date:	Not reported
TSD Site Recv Date:	08/14/2015
Part A Recv Date:	Not reported
Part B Recv Date:	Not reported
Generator EPA ID:	NYP004819607
Trans1 EPA ID:	Not reported
Trans2 EPA ID:	Not reported
TSDF ID 1:	NJD002200046
TSDF ID 2:	Not reported
Manifest Tracking Number:	014472104JJK
Import Indicator:	N
Export Indicator:	N
Discr Quantity Indicator:	N
Discr Type Indicator:	N
Discr Residue Indicator:	N
Discr Partial Reject Indicator:	N
Discr Full Reject Indicator:	N
Manifest Ref Number:	Not reported
Alt Facility RCRA ID:	Not reported
Alt Facility Sign Date:	Not reported
MGMT Method Type Code:	H110
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Quantity:	100
Units:	P - Pounds
Number of Containers:	1
Container Type:	TT - Cargo tank, tank trucks
Handling Method:	T Chemical, physical, or biological treatment.
Specific Gravity:	1
Waste Code:	D008
Waste Code 1_2:	Not reported
Waste Code 1_3:	Not reported
Waste Code 1_4:	Not reported
Waste Code 1_5:	Not reported
Waste Code 1_6:	Not reported

S106 **F C WARING ASSOCIATES LP** **RCRA NonGen / NLR** **1001222966**
SSE **1870 GUNHILL RD** **FINDS** **NYR000025429**
1/8-1/4 **BRONX, NY 10469** **ECHO**
0.247 mi. **NY MANIFEST**
1304 ft. **Site 6 of 7 in cluster S**

Relative: **Higher**
Actual: **10 ft.**

RCRA Listings:

Date Form Received by Agency:	20070101
Handler Name:	F C WARING ASSOCIATES LP
Handler Address:	1870 GUNHILL RD
Handler City,State,Zip:	BRONX, NY 10469
EPA ID:	NYR000025429
Contact Name:	MICHAEL IANNI
Contact Address:	GUNHILL RD
Contact City,State,Zip:	BRONX, NY 10469
Contact Telephone:	609-931-4460
Contact Fax:	Not reported

F C WARING ASSOCIATES LP (Continued) **1001222966**

Contact Email:		Not reported
Contact Title:		Not reported
EPA Region:		02
Land Type:		Not reported
Federal Waste Generator Description:		Not a generator, verified
Non-Notifier:		Not reported
Biennial Report Cycle:		Not reported
Accessibility:		Not reported
Active Site Indicator:		Not reported
State District Owner:		NY
State District:		NYSDEC R2
Mailing Address:		GUNHILL RD
Mailing City,State,Zip:		BRONX, NY 10469
Owner Name:	F C WARING ASSOCIATES LP	
Owner Type:		Private
Operator Name:	F C WARING ASSOCIATES LP	
Operator Type:		Private
Short-Term Generator Activity:		No
Importer Activity:		No
Mixed Waste Generator:		No
Transporter Activity:		No
Transfer Facility Activity:		No
Recycler Activity with Storage:		No
Small Quantity On-Site Burner Exemption:		No
Smelting Melting and Refining Furnace Exemption:		No
Underground Injection Control:		No
Off-Site Waste Receipt:		No
Universal Waste Indicator:		No
Universal Waste Destination Facility:		No
Federal Universal Waste:		No
Active Site Fed-Reg Treatment Storage and Disposal Facility:		Not reported
Active Site Converter Treatment storage and Disposal Facility:		Not reported
Active Site State-Reg Treatment Storage and Disposal Facility:		Not reported
Active Site State-Reg Handler:		---
Federal Facility Indicator:		Not reported
Hazardous Secondary Material Indicator:		N
Sub-Part K Indicator:		Not reported
Commercial TSD Indicator:		No
Treatment Storage and Disposal Type:		Not reported
2018 GPRA Permit Baseline:		Not on the Baseline
2018 GPRA Renewals Baseline:		Not on the Baseline
Permit Renewals Workload Universe:		Not reported
Permit Workload Universe:		Not reported
Permit Progress Universe:		Not reported
Post-Closure Workload Universe:		Not reported
Closure Workload Universe:		Not reported
202 GPRA Corrective Action Baseline:		No
Corrective Action Workload Universe:		No
Subject to Corrective Action Universe:		No
Non-TSDFs Where RCRA CA has Been Imposed Universe:		No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:		No
TSDFs Only Subject to CA under Discretionary Auth Universe:		No
Corrective Action Priority Ranking:		No NCAPS ranking
Environmental Control Indicator:		No
Institutional Control Indicator:		No
Human Exposure Controls Indicator:		N/A
Groundwater Controls Indicator:		N/A

F C WARING ASSOCIATES LP (Continued) **1001222966**

Operating TSDF Universe:	Not reported
Full Enforcement Universe:	Not reported
Significant Non-Complier Universe:	No
Unaddressed Significant Non-Complier Universe:	No
Addressed Significant Non-Complier Universe:	No
Significant Non-Complier With a Compliance Schedule Universe:	No
Financial Assurance Required: Not reported	
Handler Date of Last Change:	20150414
Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No
Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	No
Manifest Broker:	No
Sub-Part P Indicator:	No

Hazardous Waste Summary:

Waste Code:	D001
Waste Description:	IGNITABLE WASTE

Handler - Owner Operator:

Owner/Operator Indicator:	Owner
Owner/Operator Name: F C WARING ASSOCIATES LP	
Legal Status:	Private
Date Became Current:	Not reported
Date Ended Current:	Not reported
Owner/Operator Address:	1 METROTECH CTR N - 11TH FLOOR
Owner/Operator City,State,Zip:	BROOKLYN, NY 11201
Owner/Operator Telephone:	718-722-3500
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Owner/Operator Indicator:	Owner
Owner/Operator Name: F C WARING ASSOCIATES LP	
Legal Status:	Private
Date Became Current:	Not reported
Date Ended Current:	Not reported
Owner/Operator Address:	1 METROTECH CTR N - 11TH FLOOR
Owner/Operator City,State,Zip:	BROOKLYN, NY 11201
Owner/Operator Telephone:	718-722-3500
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Owner/Operator Indicator:	Operator
Owner/Operator Name: F C WARING ASSOCIATES LP	
Legal Status:	Private
Date Became Current:	Not reported
Date Ended Current:	Not reported
Owner/Operator Address:	1 METROTECH CTR N - 11TH FLOOR
Owner/Operator City,State,Zip:	BROOKLYN, NY 11201
Owner/Operator Telephone:	718-722-3500
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported

F C WARING ASSOCIATES LP (Continued) **1001222966**

Owner/Operator Email: Not reported

Historic Generators:

Receive Date: 20060101
Handler Name: F C WARING ASSOCIATES LP
Federal Waste Generator Description: Not a generator, verified
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 20070101
Handler Name: F C WARING ASSOCIATES LP
Federal Waste Generator Description: Not a generator, verified
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: Yes
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 19960611
Handler Name: F C WARING ASSOCIATES LP
Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:

NAICS Codes: No NAICS Codes Found

Facility Has Received Notices of Violation:

Found Violation: Yes
Agency Which Determined Violation: State
Violation Short Description: Generators - Records/Reporting
Date Violation was Determined: 19970826
Actual Return to Compliance Date: 19971020
Return to Compliance Qualifier: Observed
Violation Responsible Agency: State
Scheduled Compliance Date: 19971001
Enforcement Identifier: 000
Date of Enforcement Action: 19970826

F C WARING ASSOCIATES LP (Continued) **1001222966**

Enforcement Responsible Agency: State
Enforcement Docket Number: Not reported
Enforcement Attorney: NY
Corrective Action Component: No
Appeal Initiated Date: Not reported
Appeal Resolution Date: Not reported
Disposition Status Date: Not reported
Disposition Status: Not reported
Disposition Status Description: Not reported
Consent/Final Order Sequence Number:Not reported
Consent/Final Order Respondent Name: Not reported
Consent/Final Order Lead Agency: Not reported
Enforcement Type: WRITTEN INFORMAL
Enforcement Responsible Person: NYDEC
Enforcement Responsible Sub-Organization: Not reported
SEP Sequence Number: Not reported
SEP Expenditure Amount: Not reported
SEP Scheduled Completion Date: Not reported
SEP Actual Date: Not reported
SEP Defaulted Date: Not reported
SEP Type: Not reported
SEP Type Description: Not reported
Proposed Amount: Not reported
Final Monetary Amount: Not reported
Paid Amount: Not reported
Final Count: Not reported
Final Amount: Not reported

Evaluation Action Summary:
Evaluation Date: 19970301
Evaluation Responsible Agency: State
Found Violation: Yes
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Evaluation Responsible Person Identifier: Not reported
Evaluation Responsible Sub-Organization: Not reported
Actual Return to Compliance Date: 19971020
Scheduled Compliance Date: 19971001
Date of Request: Not reported
Date Response Received: Not reported
Request Agency: Not reported
Former Citation: Not reported

FINDS:
Registry ID: 110004525817

Click Here for FRS Facility Detail Report:

Environmental Interest/Information System:
RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

F C WARING ASSOCIATES LP (Continued) **1001222966**

Click this hyperlink while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

ECHO:

Envid:	1001222966
Registry ID:	110004525817
DFR URL:	http://echo.epa.gov/detailed-facility-report?fid=110004525817
Name:	F C WARING ASSOCIATES LP
Address:	1870 GUNHILL RD
City,State,Zip:	BRONX, NY 10469

NY MANIFEST:

Name:	FOREST CITY RATNER CO
Address:	1870 GUNHILL RD
City,State,Zip:	BRONX, NY 10469
Country:	USA
EPA ID:	NYR000025429
Facility Status:	Not reported
Location Address 1:	1870 EAST GUN HILL ROAD
Code:	BP
Location Address 2:	Not reported
Total Tanks:	Not reported
Location City:	NEW YORK
Location State:	NY
Location Zip:	10469
Location Zip 4:	Not reported

NY MANIFEST:

EPAID:	NYR000025429
Mailing Name:	FOREST CITY RATNER CO
Mailing Contact:	MICHAEL D IANNI
Mailing Address 1:	ONE METROTECH CENTER NORTH
Mailing Address 2:	Not reported
Mailing City:	BROOKLYN
Mailing State:	NY
Mailing Zip:	11201
Mailing Zip 4:	Not reported
Mailing Country:	USA
Mailing Phone:	2123409815

S107 **GHRD** **NY LTANKS** **U003127180**
SSE **1870 EAST GUNHILL RD** **NY UST** **N/A**
1/8-1/4 **BRONX, NY 10469**
0.247 mi.
1304 ft. **Site 7 of 7 in cluster S**

Relative:
Higher

Actual:
10 ft.

LTANKS:

Name:	EAGLE STATION
Address:	1870 EAST GUNHILL ROAD
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	9411799 / 1996-10-16
Facility ID:	9411799
Site ID:	131379
Spill Date:	1994-12-02
Spill Cause:	Tank Test Failure
Spill Source:	Gasoline Station or other PBS Facility

GHRD (Continued) **U003127180**

Spill Class:	B1
Cleanup Ceased:	Not reported
SWIS:	0301
Investigator:	O'DOWD
Referred To:	Not reported
Reported to Dept:	1994-12-05
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	True
Remediation Phase:	0
Date Entered In Computer:	1995-01-10
Spill Record Last Update:	2012-08-09
Spiller Name:	Not reported
Spiller Company:	SAME
Spiller Address:	Not reported
Spiller County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	113194
DEC Memo:	"refer to spill # 9603401."
Remarks:	"NOTICED OIL IN SOIL - DURING TEST PROCEDURE."

All TTF:

Facility ID:	9411799
Spill Number:	9411799
Spill Tank Test:	1543416
Site ID:	131379
Tank Number:	Not reported
Tank Size:	0
Material:	0009
EPA UST:	Not reported
UST:	Not reported
Cause:	Not reported
Source:	Not reported
Test Method:	00
Test Method 2:	Unknown
Leak Rate:	.00
Gross Fail:	Not reported
Modified By:	Spills
Last Modified Date:	Not reported

All Materials:

Site ID:	131379
Operable Unit ID:	1009683
Operable Unit:	01
Material ID:	374142
Material Code:	0009
Material Name:	gasoline
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	-1.00

GHRD (Continued) **U003127180**

Units: G
Recovered: .00
Resource Affected: Air
Oxygenate: Not reported

UST:
Name: GHRD
Address: 1870 EAST GUNHILL RD
City,State,Zip: BRONX, NY 10469
Id/Status: 2-602736 / Unregulated/Closed
Program Type: PBS
Region: STATE
DEC Region: 2
Expiration Date: N/A
UTM X: 598450.63873
UTM Y: 4524169.03281
Site Type: Other

Affiliation Records:
Site Id: 24692
Affiliation Type: Facility Owner
Company Name: F. C. WARING ASSOCIATES, LP
Contact Type: Not reported
Contact Name: Not reported
Address1: ONE METROTECH CTR NORTH
Address2: Not reported
City: BROOKLYN
State: NY
Zip Code: 11201
Country Code: 001
Phone: (212) 340-9815
EMail: Not reported
Fax Number: Not reported
Modified By: TRANSLAT
Date Last Modified: 2004-03-04

Site Id: 24692
Affiliation Type: Mail Contact
Company Name: AKRF,INC.
Contact Type: Not reported
Contact Name: MOHAMED AHMED
Address1: 117 EAST 29TH STREET
Address2: Not reported
City: NEW YORK
State: NY
Zip Code: 10016
Country Code: 001
Phone: (212) 340-9812
EMail: Not reported
Fax Number: Not reported
Modified By: TRANSLAT
Date Last Modified: 2004-03-04

Site Id: 24692
Affiliation Type: Facility Operator
Company Name: GHRD

GHRD (Continued) **U003127180**

Contact Type:	Not reported
Contact Name:	MOHAMED AHMED
Address1:	Not reported
Address2:	Not reported
City:	Not reported
State:	NN
Zip Code:	Not reported
Country Code:	001
Phone:	(212) 340-9812
EMail:	Not reported
Fax Number:	Not reported
Modified By:	TRANSLAT
Date Last Modified:	2004-03-04

Site Id:	24692
Affiliation Type:	Emergency Contact
Company Name:	F. C. WARING ASSOCIATES, LP
Contact Type:	Not reported
Contact Name:	MOHAMED AHMED
Address1:	Not reported
Address2:	Not reported
City:	Not reported
State:	NN
Zip Code:	Not reported
Country Code:	001
Phone:	(212) 340-9812
EMail:	Not reported
Fax Number:	Not reported
Modified By:	TRANSLAT
Date Last Modified:	2004-03-04

Tank Info:

Tank Number:	001
Tank ID:	51308
Tank Status:	Closed Prior to Micro Conversion, 03/91
Material Name:	Closed Prior to Micro Conversion, 03/91
Capacity Gallons:	550
Install Date:	Not reported
Date Tank Closed:	Not reported
Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel
Material Code:	0009
Common Name of Substance:	Gasoline

Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

A00 - Tank Internal Protection - None
D01 - Pipe Type - Steel/Carbon Steel/Iron
H00 - Tank Leak Detection - None

GHRD (Continued) **U003127180**

I00 - Overfill - None
B00 - Tank External Protection - None
F00 - Pipe External Protection - None
C02 - Pipe Location - Underground/On-ground
G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser

Tank Number: 002
Tank ID: 51309
Tank Status: Closed Prior to Micro Conversion, 03/91
Material Name: Closed Prior to Micro Conversion, 03/91
Capacity Gallons: 550
Install Date: Not reported
Date Tank Closed: Not reported
Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel
Material Code: 0009
Common Name of Substance: Gasoline

Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

B00 - Tank External Protection - None
F00 - Pipe External Protection - None
A00 - Tank Internal Protection - None
D01 - Pipe Type - Steel/Carbon Steel/Iron
H00 - Tank Leak Detection - None
I00 - Overfill - None
J02 - Dispenser - Suction Dispenser
C02 - Pipe Location - Underground/On-ground
G00 - Tank Secondary Containment - None

Tank Number: 003
Tank ID: 51310
Tank Status: Closed Prior to Micro Conversion, 03/91
Material Name: Closed Prior to Micro Conversion, 03/91
Capacity Gallons: 550
Install Date: Not reported
Date Tank Closed: Not reported
Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel
Material Code: 0009
Common Name of Substance: Gasoline

Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI

GHRD (Continued) **U003127180**

Last Modified: 05/09/2022

Equipment Records:

H00 - Tank Leak Detection - None
I00 - Overfill - None
C02 - Pipe Location - Underground/On-ground
G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser
B00 - Tank External Protection - None
F00 - Pipe External Protection - None
A00 - Tank Internal Protection - None
D01 - Pipe Type - Steel/Carbon Steel/Iron

Tank Number: 004
Tank ID: 51311
Tank Status: Closed Prior to Micro Conversion, 03/91
Material Name: Closed Prior to Micro Conversion, 03/91
Capacity Gallons: 550
Install Date: Not reported
Date Tank Closed: Not reported
Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel
Material Code: 0009
Common Name of Substance: Gasoline

Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

B00 - Tank External Protection - None
F00 - Pipe External Protection - None
H00 - Tank Leak Detection - None
I00 - Overfill - None
A00 - Tank Internal Protection - None
D01 - Pipe Type - Steel/Carbon Steel/Iron
C02 - Pipe Location - Underground/On-ground
G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser

Tank Number: 005
Tank ID: 51312
Tank Status: Closed Prior to Micro Conversion, 03/91
Material Name: Closed Prior to Micro Conversion, 03/91
Capacity Gallons: 550
Install Date: Not reported
Date Tank Closed: Not reported
Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel
Material Code: 0009
Common Name of Substance: Gasoline

GHRD (Continued) **U003127180**

Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

B00 - Tank External Protection - None
F00 - Pipe External Protection - None
A00 - Tank Internal Protection - None
D01 - Pipe Type - Steel/Carbon Steel/Iron
H00 - Tank Leak Detection - None
I00 - Overfill - None
J02 - Dispenser - Suction Dispenser
C02 - Pipe Location - Underground/On-ground
G00 - Tank Secondary Containment - None

Tank Number: 006
Tank ID: 51313
Tank Status: Closed Prior to Micro Conversion, 03/91
Material Name: Closed Prior to Micro Conversion, 03/91
Capacity Gallons: 550
Install Date: Not reported
Date Tank Closed: Not reported
Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel
Material Code: 0009
Common Name of Substance: Gasoline

Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

C02 - Pipe Location - Underground/On-ground
G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser
B00 - Tank External Protection - None
F00 - Pipe External Protection - None
H00 - Tank Leak Detection - None
I00 - Overfill - None
A00 - Tank Internal Protection - None
D01 - Pipe Type - Steel/Carbon Steel/Iron

Tank Number: 007
Tank ID: 51314
Tank Status: Closed Prior to Micro Conversion, 03/91
Material Name: Closed Prior to Micro Conversion, 03/91
Capacity Gallons: 550
Install Date: Not reported
Date Tank Closed: Not reported

GHRD (Continued) **U003127180**

Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel
Material Code: 0009
Common Name of Substance: Gasoline

Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

B00 - Tank External Protection - None
F00 - Pipe External Protection - None
A00 - Tank Internal Protection - None
D01 - Pipe Type - Steel/Carbon Steel/Iron
H00 - Tank Leak Detection - None
I00 - Overfill - None
C02 - Pipe Location - Underground/On-ground
G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser

Tank Number: 008
Tank ID: 51315
Tank Status: Closed Prior to Micro Conversion, 03/91
Material Name: Closed Prior to Micro Conversion, 03/91
Capacity Gallons: 550
Install Date: Not reported
Date Tank Closed: Not reported
Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel
Material Code: 0009
Common Name of Substance: Gasoline

Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

B00 - Tank External Protection - None
F00 - Pipe External Protection - None
A00 - Tank Internal Protection - None
D01 - Pipe Type - Steel/Carbon Steel/Iron
H00 - Tank Leak Detection - None
I00 - Overfill - None
C02 - Pipe Location - Underground/On-ground
G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser

Tank Number: 009

GHRD (Continued) **U003127180**

Tank ID: 51316
Tank Status: Closed Prior to Micro Conversion, 03/91
Material Name: Closed Prior to Micro Conversion, 03/91
Capacity Gallons: 550
Install Date: Not reported
Date Tank Closed: Not reported
Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel
Material Code: 0009
Common Name of Substance: Gasoline

Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

H00 - Tank Leak Detection - None
I00 - Overfill - None
A00 - Tank Internal Protection - None
D01 - Pipe Type - Steel/Carbon Steel/Iron
B00 - Tank External Protection - None
F00 - Pipe External Protection - None
C02 - Pipe Location - Underground/On-ground
G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser

Tank Number: 010
Tank ID: 51317
Tank Status: Closed Prior to Micro Conversion, 03/91
Material Name: Closed Prior to Micro Conversion, 03/91
Capacity Gallons: 550
Install Date: Not reported
Date Tank Closed: Not reported
Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel
Material Code: 0009
Common Name of Substance: Gasoline

Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: MJGRIFFI
Last Modified: 05/09/2022

Equipment Records:

B00 - Tank External Protection - None
F00 - Pipe External Protection - None
H00 - Tank Leak Detection - None
I00 - Overfill - None
A00 - Tank Internal Protection - None
D01 - Pipe Type - Steel/Carbon Steel/Iron

GHRD (Continued) **U003127180**

C02 - Pipe Location - Underground/On-ground
G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser

Tank Number:	011
Tank ID:	51318
Tank Status:	Closed Prior to Micro Conversion, 03/91
Material Name:	Closed Prior to Micro Conversion, 03/91
Capacity Gallons:	550
Install Date:	Not reported
Date Tank Closed:	Not reported
Registered:	True
Tank Location:	Underground
Tank Type:	Steel/carbon steel
Material Code:	0009
Common Name of Substance:	Gasoline
Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Pipe Model:	Not reported
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

Equipment Records:

B00 - Tank External Protection - None
F00 - Pipe External Protection - None
A00 - Tank Internal Protection - None
D01 - Pipe Type - Steel/Carbon Steel/Iron
H00 - Tank Leak Detection - None
I00 - Overfill - None
J02 - Dispenser - Suction Dispenser
C02 - Pipe Location - Underground/On-ground
G00 - Tank Secondary Containment - None

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108 West 1/4-1/2 0.339 mi. 1791 ft. **HOLY ROSARY SCHOOL** **NY LTANKS** **S111836515**
1500 ARNOW AVE **N/A**
BRONX, NY

Relative: Higher

Actual: 98 ft.

LTANKS:

Name:	HOLY ROSARY SCHOOL
Address:	1500 ARNOW AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	1200805 / 2012-07-02
Facility ID:	1200805
Site ID:	463466
Spill Date:	2012-04-25
Spill Cause:	Tank Test Failure
Spill Source:	Institutional, Educational, Gov., Other
Spill Class:	A1
Cleanup Ceased:	Not reported
SWIS:	0301
Investigator:	MXAJOKU
Referred To:	Not reported
Reported to Dept:	2012-04-25

HOLY ROSARY SCHOOL (Continued) **S111836515**

CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Other
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2012-04-25
Spill Record Last Update:	2012-07-02
Spiller Name:	Not reported
Spiller Company:	HOLY ROSARY SCHOOL
Spiller Address:	Not reported
Spiller County:	999
Spiller Contact:	JIM WILSON/RND SERVICES
Spiller Phone:	845-348-6355
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	417870
DEC Memo:	"potential line line. supply or return. Will isolate and retest. pbs # 2-285293. 7/2/12: Tank failure was due to corroded holes in the vent line and an unused supply connected to The UST which was retested and passed TTT after changes were made. Pls Check eDoc in PBS 2-285293 for test result details. (M.A) "
Remarks:	"5000gal ust"

All Materials:

Site ID:	463466
Operable Unit ID:	1213559
Operable Unit:	01
Material ID:	2211538
Material Code:	0002A
Material Name:	#4 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	Not reported
Units:	G
Recovered:	Not reported
Resource Affected:	Not reported
Oxygenate:	Not reported

109
SE
1/4-1/2
0.345 mi.
1823 ft.

EDISON AVE & GUN HILL RD **NY LTANKS** **S100493409**
EDISON AVE / GUN HILL RD **N/A**
BRONX, NY

Relative:
Higher

Actual:
17 ft.

LTANKS:

Name:	EDISON AVE & GUN HILL RD
Address:	EDISON AVE / GUN HILL RD
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	9200721 / 2000-12-27
Facility ID:	9200721
Site ID:	170961
Spill Date:	1992-04-17
Spill Cause:	Tank Test Failure
Spill Source:	Commercial/Industrial

EDISON AVE & GUN HILL RD (Continued) **S100493409**

Spill Class:	B3
Cleanup Ceased:	Not reported
SWIS:	0301
Investigator:	MCTIBBE
Referred To:	Not reported
Reported to Dept:	1992-04-20
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	True
Remediation Phase:	0
Date Entered In Computer:	1992-04-24
Spill Record Last Update:	2000-12-27
Spiller Name:	Not reported
Spiller Company:	NYCTA
Spiller Address:	Not reported
Spiller County:	999
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	143861
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was TIBBE 11/22/94: REASSIGNED FROM SIGONA TO ZHITOMIRSKY ON 11/22/94. transfered from Hale to Tibbe on 12/27/00. refer to 90-00631. tanks repaired/replaced/upgraded. remediation ongoing. "
Remarks:	"TWO 4K"

All TTF:

Facility ID:	9200721
Spill Number:	9200721
Spill Tank Test:	1539889
Site ID:	170961
Tank Number:	Not reported
Tank Size:	0
Material:	0008
EPA UST:	Not reported
UST:	Not reported
Cause:	Not reported
Source:	Not reported
Test Method:	00
Test Method 2:	Unknown
Leak Rate:	.00
Gross Fail:	Not reported
Modified By:	Spills
Last Modified Date:	Not reported

All Materials:

Site ID:	170961
Operable Unit ID:	967965
Operable Unit:	01
Material ID:	415497
Material Code:	0008
Material Name:	diesel

EDISON AVE & GUN HILL RD (Continued) **S100493409**

Case No.:	Not reported
Material FA:	Petroleum
Quantity:	-1.00
Units:	G
Recovered:	.00
Resource Affected:	Groundwater
Oxygenate:	Not reported

---

110 South 1/4-1/2 0.356 mi. 1879 ft.

NURSING HOME **NY LTANKS** **S100145040**
1800 WARING AVE **N/A**
NEW YORK CITY, NY 10469

Relative: Higher

Actual: 10 ft.

LTANKS:

Name:	NURSING HOME
Address:	1800 WARING AVE
City,State,Zip:	NEW YORK CITY, NY 10469
Spill Number/Closed Date:	8710558 / 2003-03-04
Facility ID:	8710558
Site ID:	200584
Spill Date:	1988-03-17
Spill Cause:	Tank Test Failure
Spill Source:	Institutional, Educational, Gov., Other
Spill Class:	C4
Cleanup Ceased:	Not reported
SWIS:	0301
Investigator:	SMSANGES
Referred To:	Not reported
Reported to Dept:	1988-03-17
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	1988-03-22
Spill Record Last Update:	2005-09-30
Spiller Name:	Not reported
Spiller Company:	NURSING HOME
Spiller Address:	1800 WARING AVE.
Spiller County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	166924
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was ADMIN.CLOSED 03/04/2003-Closed Due To The Nature / Extent Of The Spill Report 9/29/2005 Site was formerly Administratively Closed . Property owner is now requesting formal review and closure of the site. DEC received a submittal from Mark Lieberman, Operations Manager of Judith Lynn Assisted Living. Drawings show that the location of the subject UST is now a 3 story tall building extension. The tank has been removed and the area around the tank has been

NURSING HOME (Continued) **S100145040**

excavated to create a basement for this new wing of the building. No contamination was noted during the construction process and any sign of the former tank has now been removed. Spill Closed - No Further Action Required"

Remarks: "TANK FAILED WITH A LEAK RATE OF -.182GPH, ACTION UNKNOWN. CONTACT: BRUCE NEUFELD (212)-379-4400."

All TTF:

Facility ID:	8710558
Spill Number:	8710558
Spill Tank Test:	1533454
Site ID:	200584
Tank Number:	Not reported
Tank Size:	0
Material:	0001
EPA UST:	Not reported
UST:	Not reported
Cause:	Not reported
Source:	Not reported
Test Method:	00
Test Method 2:	Unknown
Leak Rate:	.00
Gross Fail:	Not reported
Modified By:	Spills
Last Modified Date:	Not reported

All Materials:

Site ID:	200584
Operable Unit ID:	916430
Operable Unit:	01
Material ID:	462325
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	-1.00
Units:	L
Recovered:	.00
Resource Affected:	Groundwater
Oxygenate:	Not reported

T111 **1510 ADEE AVE.** **NY LTANKS** **S100559976**
WNW **1510 ADEE AVE.** **N/A**
1/4-1/2 **NEW YORK CITY, NY**
0.368 mi.
1942 ft. **Site 1 of 3 in cluster T**

Relative:
Higher

Actual:
100 ft.

LTANKS:

Name:	1510 ADEE AVE.
Address:	1510 ADEE AVE.
City,State,Zip:	NEW YORK CITY, NY
Spill Number/Closed Date:	8706458 / 1993-03-17
Facility ID:	8706458
Site ID:	173991
Spill Date:	1987-10-29
Spill Cause:	Tank Test Failure
Spill Source:	Institutional, Educational, Gov., Other

1510 ADEE AVE. (Continued) **S100559976**

Spill Class:	C4
Cleanup Ceased:	1993-03-17
SWIS:	0301
Investigator:	BATTISTA
Referred To:	Not reported
Reported to Dept:	1987-10-29
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	1987-11-02
Spill Record Last Update:	1994-05-12
Spiller Name:	Not reported
Spiller Company:	HOLY ROSARY
Spiller Address:	1510 ADEE AVE.
Spiller County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	146353
DEC Memo:	""
Remarks:	"5K TANK FAILED WITH A LEAK RATE OF -.6692 G/HR. WILL EXCAVATE, ISOLATE, AND RETEST. CONTACT: FR. JULIANO (212) 379-4432."

All TTF:

Facility ID:	8706458
Spill Number:	8706458
Spill Tank Test:	1532102
Site ID:	173991
Tank Number:	Not reported
Tank Size:	0
Material:	0002
EPA UST:	Not reported
UST:	Not reported
Cause:	Not reported
Source:	Not reported
Test Method:	00
Test Method 2:	Unknown
Leak Rate:	.00
Gross Fail:	Not reported
Modified By:	Spills
Last Modified Date:	Not reported

All Materials:

Site ID:	173991
Operable Unit ID:	910171
Operable Unit:	01
Material ID:	465471
Material Code:	0002A
Material Name:	#4 fuel oil
Case No.:	Not reported
Material FA:	Petroleum

1510 ADEE AVE. (Continued) **S100559976**

Quantity:	-1.00
Units:	Not reported
Recovered:	.00
Resource Affected:	Groundwater
Oxygenate:	Not reported

T112 **EASTCHESTER RD & ADEE AVE** **NY LTANKS** **S102672408**
WNW **EASTCHESTER RD & ADEE AVE** **N/A**
1/4-1/2 **BRONX, NY**
0.373 mi.
1972 ft. **Site 2 of 3 in cluster T**

Relative: **Higher**

Actual: **100 ft.**

LTANKS:

Name:	EASTCHESTER RD & ADEE AVE
Address:	EASTCHESTER RD & ADEE AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	9313791 / 1994-02-23
Facility ID:	9313791
Site ID:	128963
Spill Date:	1994-02-23
Spill Cause:	Tank Overfill
Spill Source:	Gasoline Station or other PBS Facility
Spill Class:	A3
Cleanup Ceased:	1994-02-23
SWIS:	0301
Investigator:	CAMMISA
Referred To:	Not reported
Reported to Dept:	1994-02-23
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Local Agency
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	True
Remediation Phase:	0
Date Entered In Computer:	1994-02-24
Spill Record Last Update:	2004-09-30
Spiller Name:	Not reported
Spiller Company:	UNK
Spiller Address:	Not reported
Spiller County:	999
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	111216
DEC Memo:	""
Remarks:	"TO NOTIFY HAZMAT & INDUS. SEC - TANKER TRUCK OVERFILL ON ST. DEP ON SCENE FDNY HAS BEEN RELEASED."

All Materials:

Site ID:	128963
Operable Unit ID:	992248
Operable Unit:	01
Material ID:	389159
Material Code:	0009

EASTCHESTER RD & ADEE AVE (Continued) **S102672408**

Material Name:	gasoline
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	-100.00
Units:	G
Recovered:	.00
Resource Affected:	Soil
Oxygenate:	Not reported

T113 **CLOSED-LACKOF RECENT INFO** **NY LTANKS** **S100146380**
WNW **1525 EAST GUNHILL ROAD** **N/A**
1/4-1/2 **NEW YORK CITY, NY**
0.386 mi.
2036 ft. **Site 3 of 3 in cluster T**

Relative:
Higher

Actual:
100 ft.

LTANKS:

Name:	CLOSED-LACKOF RECENT INFO
Address:	1525 EAST GUNHILL ROAD
City,State,Zip:	NEW YORK CITY, NY
Spill Number/Closed Date:	9007588 / 2003-03-06
Facility ID:	9007588
Site ID:	156837
Spill Date:	1990-10-11
Spill Cause:	Tank Test Failure
Spill Source:	Institutional, Educational, Gov., Other
Spill Class:	C4
Cleanup Ceased:	Not reported
SWIS:	0301
Investigator:	ADMIN. CLOSED
Referred To:	Not reported
Reported to Dept:	1990-10-11
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	1990-10-31
Spill Record Last Update:	2003-03-06
Spiller Name:	Not reported
Spiller Company:	Not reported
Spiller Address:	Not reported
Spiller County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	132692
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was ADMIN.CLOSED 03/06/2003- Closed Due To The Nature / Extent Of The Spill Report"
Remarks:	"5K TANK FAILED VACUTECH TEST, BUBBLE IN LINE.CLOSED DUE TO LACK OF ANY RECENT INFO- DOES NOT MEET ANY CLEAN UP REQUIREMENTS."

All TTF:

CLOSED-LACKOF RECENT INFO (Continued) **S100146380**

Facility ID:	9007588
Spill Number:	9007588
Spill Tank Test:	1537688
Site ID:	156837
Tank Number:	Not reported
Tank Size:	0
Material:	0001
EPA UST:	Not reported
UST:	Not reported
Cause:	Not reported
Source:	Not reported
Test Method:	00
Test Method 2:	Unknown
Leak Rate:	.00
Gross Fail:	Not reported
Modified By:	Spills
Last Modified Date:	Not reported

All Materials:

Site ID:	156837
Operable Unit ID:	944923
Operable Unit:	01
Material ID:	431437
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	-1.00
Units:	L
Recovered:	.00
Resource Affected:	Soil
Oxygenate:	Not reported

114
West
1/4-1/2
0.397 mi.
2095 ft.

2934 VENTON AVE
2934 VENTON AVE
BRONX, NY

NY LTANKS **S102673148**
N/A

Relative:
Higher

Actual:
100 ft.

LTANKS:

Name:	2934 VENTON AVE
Address:	2934 VENTON AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	9512039 / 1999-07-04
Facility ID:	9512039
Site ID:	178444
Spill Date:	1995-12-23
Spill Cause:	Tank Overfill
Spill Source:	Private Dwelling
Spill Class:	C4
Cleanup Ceased:	Not reported
SWIS:	0301
Investigator:	ADZHITOM
Referred To:	Not reported
Reported to Dept:	1995-12-23
CID:	322

2934 VENTON AVE (Continued) **S102673148**

Water Affected:	Not reported
Spill Notifier:	Responsible Party
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	1995-12-23
Spill Record Last Update:	1999-08-05
Spiller Name:	Not reported
Spiller Company:	PETRO ASTORIA
Spiller Address:	36-16 19TH AVE
Spiller County:	001
Spiller Contact:	MR SHAMEED ALI
Spiller Phone:	(718) 405-2805
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	149866
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was ZHITOMIRSKY "
Remarks:	"tank overfill - clean up done"

All Materials:

Site ID:	178444
Operable Unit ID:	1026250
Operable Unit:	01
Material ID:	359359
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	2.00
Units:	G
Recovered:	2.00
Resource Affected:	Soil
Oxygenate:	Not reported

U115 **SPILL NUMBER 0107022** **NY LTANKS** **S105229986**
SW **2455 MICKLE AV** **N/A**
1/4-1/2 **BRONX, NY**
0.405 mi.
2137 ft. **Site 1 of 2 in cluster U**

Relative: LTANKS:
Higher

Actual:
86 ft.

Name:	SPILL NUMBER 0107022
Address:	2455 MICKLE AV
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	0107022 / 2001-10-12
Facility ID:	0107022
Site ID:	203427
Spill Date:	2001-10-06
Spill Cause:	Tank Failure
Spill Source:	Private Dwelling
Spill Class:	C3
Cleanup Ceased:	Not reported
SWIS:	0301
Investigator:	JMKRIMGO

SPILL NUMBER 0107022 (Continued) **S105229986**

Referred To:	Not reported
Reported to Dept:	2001-10-06
CID:	211
Water Affected:	Not reported
Spill Notifier:	Other
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2001-10-06
Spill Record Last Update:	2001-10-12
Spiller Name:	ORTIZ RES
Spiller Company:	Not reported
Spiller Address:	2455 MICKLE AV
Spiller County:	001
Spiller Contact:	ORTIZ RES
Spiller Phone:	(718) 324-7649
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	169170
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was KRIMGOLD Tank was patched and spill cleaned up by RP."
Remarks:	"LEAK FROM BOTTOM OF TANK ONTO CONCRETE FLOOR - CLEAN UP CREW ON SCENE"

All Materials:

Site ID:	203427
Operable Unit ID:	844101
Operable Unit:	01
Material ID:	531858
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	5.00
Units:	G
Recovered:	.00
Resource Affected:	Soil
Oxygenate:	Not reported

V116 **1512 EAST GUNHILL ROAD** **NY LTANKS** **S100146588**
WNW **1512 EAST GUNHILL ROAD** **N/A**
1/4-1/2 **NEW YORK CITY, NY**
0.431 mi.
2276 ft. **Site 1 of 3 in cluster V**

Relative:
Higher

Actual:
99 ft.

LTANKS:

Name:	1512 EAST GUNHILL ROAD
Address:	1512 EAST GUNHILL ROAD
City,State,Zip:	NEW YORK CITY, NY
Spill Number/Closed Date:	9009662 / 1992-09-30
Facility ID:	9009662
Site ID:	233215
Spill Date:	1990-12-05
Spill Cause:	Tank Test Failure
Spill Source:	Institutional, Educational, Gov., Other

1512 EAST GUNHILL ROAD (Continued) **S100146588**

Spill Class:	C4
Cleanup Ceased:	1992-09-30
SWIS:	0301
Investigator:	BATTISTA
Referred To:	Not reported
Reported to Dept:	1990-12-05
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	1990-12-12
Spill Record Last Update:	1994-05-12
Spiller Name:	Not reported
Spiller Company:	USPS
Spiller Address:	Not reported
Spiller County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	192154
DEC Memo:	""
Remarks:	"5K TANK,SYSTEM TEST, FAILED VACUTECH WITH A GROSS LEAK, NO ACTION YET DETERMINED."

All TTF:

Facility ID:	9009662
Spill Number:	9009662
Spill Tank Test:	1537999
Site ID:	233215
Tank Number:	Not reported
Tank Size:	0
Material:	0001
EPA UST:	Not reported
UST:	Not reported
Cause:	Not reported
Source:	Not reported
Test Method:	00
Test Method 2:	Unknown
Leak Rate:	.00
Gross Fail:	Not reported
Modified By:	Spills
Last Modified Date:	Not reported

All Materials:

Site ID:	233215
Operable Unit ID:	950017
Operable Unit:	01
Material ID:	429864
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum

1512 EAST GUNHILL ROAD (Continued) **S100146588**

Quantity:	-1.00
Units:	Not reported
Recovered:	.00
Resource Affected:	Soil
Oxygenate:	Not reported

U117 **RESIDENCE** **NY LTANKS** **S112231300**
SW **2436 WOODHULL** **N/A**
1/4-1/2 **BRONX, NY**
0.441 mi.
2326 ft. **Site 2 of 2 in cluster U**

Relative: **Higher**

Actual: **84 ft.**

LTANKS:

Name:	RESIDENCE
Address:	2436 WOODHULL
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	1210262 / 2013-02-21
Facility ID:	1210262
Site ID:	473340
Spill Date:	2012-11-13
Spill Cause:	Tank Test Failure
Spill Source:	Private Dwelling
Spill Class:	C4
Cleanup Ceased:	Not reported
SWIS:	0301
Investigator:	SMSANGES
Referred To:	Not reported
Reported to Dept:	2012-11-13
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Other
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2012-11-13
Spill Record Last Update:	2013-02-21
Spiller Name:	ZOILA FERNANDEZ
Spiller Company:	ZOILA FERNANDEZ
Spiller Address:	2436 WOODHULL
Spiller County:	999
Spiller Contact:	ZOILA FERNANDEZ
Spiller Phone:	(347) 852-1202
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	427583
DEC Memo:	"12/27/2012 Sangesland spoke to Dot at Milro. Tank was pulled by PTC and they found contaminated soil. Milro has been hired to remove the impacted soil, do sampling and prepare a closure report. Once all the work is done Milro will submit a report via e-mail (with .pdf report) with a closure request. 2/21/2013 Sangesland reviewed a closure report dated 2/1/13 and submitted by Milro Associates. Report says: the tank was pulled, 3.43 tons of impacted soil was removed, bedrock was found at 7ft depth. Endpoint soil samples show residual contamination, but structural concerns prevented additional excavation. Based on the fact that the source (tank) was removed and

RESIDENCE (Continued) **S112231300**

the overwhelming majority of the impacted soil was removed, this spill case has been closed out. Any residual contamination remaining will degrade naturally over time. No additional work will be required by the NYSDEC. See eDocs for Milro Report dated 2/1/2013."

Remarks: "550 gal tank test failure, pulled soil going to lab for analysis. Removal has been recommended."

All Materials:

Site ID:	473340
Operable Unit ID:	1223188
Operable Unit:	01
Material ID:	2221947
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	Not reported
Recovered:	Not reported
Resource Affected:	Not reported
Oxygenate:	Not reported

118
NNW
1/4-1/2
0.450 mi.
2378 ft.

3155 GRACE AVENUE
3155 GRACE AVENUE
BRONX, NY 10469

NY LTANKS **U003074769**
NY AST **N/A**
NY Spills

Relative:
Higher

Actual:
59 ft.

LTANKS:

Name:	WORKMEN'S CIRCLE HOME
Address:	3155 GRACE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	8808192 / 2004-08-17
Facility ID:	8808192
Site ID:	101958
Spill Date:	1989-01-13
Spill Cause:	Tank Test Failure
Spill Source:	Commercial/Industrial
Spill Class:	B4
Cleanup Ceased:	Not reported
SWIS:	0301
Investigator:	SMSANGES
Referred To:	Not reported
Reported to Dept:	1989-01-13
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	1989-03-03
Spill Record Last Update:	2004-08-17
Spiller Name:	Not reported
Spiller Company:	SAME
Spiller Address:	Not reported

3155 GRACE AVENUE (Continued) **U003074769**

Spiller County:	999
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	90322
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was SANGESLAND 7/6/04 -AUSTIN - TRANSFERRED FROM GRATHWOL - END 1989 10,000 & 12,000 tanks were relined 2000 12,000 tank was removed, 10,000 tank is not used, but still there. 8/17/2004 closed cross ref #0000492"
Remarks:	"12K TANK FAILED HORNER-EZY. SYSTEM FAILURE. E & I & R."

All TTF:

Facility ID:	8808192
Spill Number:	8808192
Spill Tank Test:	1535084
Site ID:	101958
Tank Number:	Not reported
Tank Size:	0
Material:	0002
EPA UST:	Not reported
UST:	Not reported
Cause:	Not reported
Source:	Not reported
Test Method:	00
Test Method 2:	Unknown
Leak Rate:	.00
Gross Fail:	Not reported
Modified By:	Spills
Last Modified Date:	Not reported

All Materials:

Site ID:	101958
Operable Unit ID:	923833
Operable Unit:	01
Material ID:	452954
Material Code:	0002A
Material Name:	#4 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	-1.00
Units:	L
Recovered:	.00
Resource Affected:	Groundwater
Oxygenate:	Not reported

Name:	3155 GRACE AVE/WORKMAN'S
Address:	3155 GRACE AVENUE
City,State,Zip:	BRONX, NY 10469
Spill Number/Closed Date:	8808505 / 1989-02-01
Facility ID:	8808505
Site ID:	265089
Spill Date:	1989-01-26
Spill Cause:	Tank Overfill
Spill Source:	Tank Truck

3155 GRACE AVENUE (Continued) **U003074769**

Spill Class:	Not reported
Cleanup Ceased:	1989-02-01
SWIS:	0301
Investigator:	SIGONA
Referred To:	Not reported
Reported to Dept:	1989-01-26
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Responsible Party
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	1989-01-27
Spill Record Last Update:	2006-05-15
Spiller Name:	Not reported
Spiller Company:	WORKMAN'S CIRCLE NURSING
Spiller Address:	3155 GRACE AVENUE
Spiller County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	17257
DEC Memo:	""
Remarks:	"OIL SPILLED ON WALL OF HOUSE & ON GRASS, WILL BE STEAMING THE WALL & DOING CLEAN UP TOMORROW,"

All TTF:

Facility ID:	8808505
Spill Number:	8808505
Spill Tank Test:	1535119
Site ID:	265089
Tank Number:	Not reported
Tank Size:	0
Material:	0002
EPA UST:	Not reported
UST:	Not reported
Cause:	02
Source:	Not reported
Test Method:	00
Test Method 2:	Unknown
Leak Rate:	.00
Gross Fail:	Not reported
Modified By:	Spills
Last Modified Date:	Not reported

All Materials:

Site ID:	265089
Operable Unit ID:	924142
Operable Unit:	01
Material ID:	453264
Material Code:	0002A
Material Name:	#4 fuel oil
Case No.:	Not reported
Material FA:	Petroleum

3155 GRACE AVENUE (Continued) **U003074769**

Quantity:	30.00
Units:	G
Recovered:	.00
Resource Affected:	Soil
Oxygenate:	Not reported

Name:	3155 GRACE AVE/BX/NORKMAN
Address:	3155 GRACE AVENUE
City,State,Zip:	BRONX, NY 10469
Spill Number/Closed Date:	8908059 / 1992-09-30
Facility ID:	8908059
Site ID:	265090
Spill Date:	1989-11-14
Spill Cause:	Tank Test Failure
Spill Source:	Commercial/Industrial
Spill Class:	C3
Cleanup Ceased:	1992-09-30
SWIS:	0301
Investigator:	BATTISTA
Referred To:	Not reported
Reported to Dept:	1989-11-14
CID:	Not reported
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	1989-11-15
Spill Record Last Update:	2006-05-15
Spiller Name:	Not reported
Spiller Company:	WORKMAN'S CIRCLE HOME
Spiller Address:	3155 GRACE AVENUE
Spiller County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	17257
DEC Memo:	""
Remarks:	"10K TANK (SYSTEM TEST) FAILED HORNER EZY CHECK WITH A GROSS LEAK, WILLEXCAVATE, ISOLATE & RETEST."

All TTF:

Facility ID:	8908059
Spill Number:	8908059
Spill Tank Test:	1536396
Site ID:	265090
Tank Number:	Not reported
Tank Size:	0
Material:	0002
EPA UST:	Not reported
UST:	Not reported
Cause:	Not reported
Source:	Not reported
Test Method:	00

3155 GRACE AVENUE (Continued) **U003074769**

Test Method 2: Unknown
Leak Rate: .00
Gross Fail: Not reported
Modified By: Spills
Last Modified Date: Not reported

All Materials:
Site ID: 265090
Operable Unit ID: 933112
Operable Unit: 01
Material ID: 444824
Material Code: 0002A
Material Name: #4 fuel oil
Case No.: Not reported
Material FA: Petroleum
Quantity: -1.00
Units: L
Recovered: .00
Resource Affected: Soil
Oxygenate: Not reported

AST:
Name: WORKMEN'S CIRCLE MULTICARE CENTER
Address: 3155 GRACE AVENUE
City,State,Zip: BRONX, NY 10469
Region: STATE
DEC Region: 2
Site Status: Active
Facility Id: 2-350354
Program Type: PBS
UTM X: 597965.88264
UTM Y: 4525478.12928
Expiration Date: 06/28/2023
Site Type: Hospital/Nursing Home/Health Care

Affiliation Records:
Site Id: 17283
Affiliation Type: Mail Contact
Company Name: WORKMENS CIRCLE MULTICARE CENTER
Contact Type: Not reported
Contact Name: MACIEJ KUREK
Address1: 3155 GRACE AVENUE
Address2: Not reported
City: BRONX
State: NY
Zip Code: 10469
Country Code: 001
Phone: (718) 379-8100
EMail: MKUREK@WCMCC.ORG
Fax Number: Not reported
Modified By: DAFRANCI
Date Last Modified: 2016-10-19

Site Id: 17283
Affiliation Type: Facility Operator
Company Name: WORKMENS CIRCLE MULTICARE CENTER

3155 GRACE AVENUE (Continued) **U003074769**

Contact Type:	Not reported
Contact Name:	MACIEJ KUREK
Address1:	Not reported
Address2:	Not reported
City:	Not reported
State:	NN
Zip Code:	Not reported
Country Code:	001
Phone:	(718) 379-8100
EMail:	Not reported
Fax Number:	Not reported
Modified By:	DAFRANCI
Date Last Modified:	2016-12-01

Site Id:	17283
Affiliation Type:	Emergency Contact
Company Name:	WORKMENS CIRCLE MULTICARE CENTER
Contact Type:	Not reported
Contact Name:	MACIEJ KUREK
Address1:	Not reported
Address2:	Not reported
City:	Not reported
State:	NN
Zip Code:	Not reported
Country Code:	999
Phone:	(516) 360-4454
EMail:	Not reported
Fax Number:	Not reported
Modified By:	DAFRANCI
Date Last Modified:	2016-10-19

Site Id:	17283
Affiliation Type:	Facility Owner
Company Name:	WORKMENS CIRCLE MULTICARE CENTER
Contact Type:	DIRECTOR OF BUILDING SERVICES
Contact Name:	WORKMEN'S CIRCLE MULTICARE CENTER
Address1:	3155 GRACE AVE
Address2:	Not reported
City:	BRONX
State:	NY
Zip Code:	10469
Country Code:	001
Phone:	(718) 379-8100
EMail:	Not reported
Fax Number:	Not reported
Modified By:	DMPOKRZY
Date Last Modified:	2018-07-02

Tank Info:

Tank Number:	004
Tank Id:	33817
Material Code:	0008
Common Name of Substance:	Diesel

Equipment Records:

3155 GRACE AVENUE (Continued) **U003074769**

B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
F00 - Pipe External Protection - None
J00 - Dispenser - None
K00 - Spill Prevention - None
D01 - Pipe Type - Steel/Carbon Steel/Iron
H00 - Tank Leak Detection - None
I00 - Overfill - None
E00 - Piping Secondary Containment - None
A01 - Tank Internal Protection - Epoxy Liner
G00 - Tank Secondary Containment - None

Tank Location:	Aboveground - on saddles, legs, racks, etc.... Tank bottom is elevated above grade or tank pad, allowing visual inspection.
Tank Type:	Steel/Carbon Steel/Iron
Tank Status:	Closed - Removed
Pipe Model:	Not reported
Install Date:	12/01/1960
Capacity Gallons:	550
Tightness Test Method:	NN
Date Test:	Not reported
Next Test Date:	Not reported
Date Tank Closed:	01/01/2004
Register:	True
Modified By:	MJGRIFFI
Last Modified:	05/09/2022
Material Name:	diesel
Tank Number:	005
Tank Id:	248937

Equipment Records:

E04 - Piping Secondary Containment - Double walled UG
H02 - Tank Leak Detection - Interstitial - Manual Monitoring
A00 - Tank Internal Protection - None
B01 - Tank External Protection - Painted/Asphalt Coating
D01 - Pipe Type - Steel/Carbon Steel/Iron
F01 - Pipe External Protection - Painted/Asphalt Coating
I03 - Overfill - Automatic Shut-Off
K01 - Spill Prevention - Catch Basin
L09 - Piping Leak Detection - Exempt Suction Piping
C03 - Pipe Location - Aboveground/Underground Combination
G12 - Tank Secondary Containment - Double-Walled (AG only)
J02 - Dispenser - Suction Dispenser

Tank Location:	Aboveground - on saddles, legs, racks, etc.... Tank bottom is elevated above grade or tank pad, allowing visual inspection.
Tank Type:	Steel/Carbon Steel/Iron
Tank Status:	In Service
Pipe Model:	Not reported
Install Date:	07/06/2005
Capacity Gallons:	275
Tightness Test Method:	-
Date Test:	Not reported
Next Test Date:	Not reported
Date Tank Closed:	Not reported
Register:	True
Modified By:	MJGRIFFI
Last Modified:	05/09/2022

3155 GRACE AVENUE (Continued) **U003074769**

Material Name: diesel

Tank Number: 006
Tank Id: 248938

Equipment Records:
I04 - Overfill - Product Level Gauge (A/G)
C01 - Pipe Location - Aboveground
K00 - Spill Prevention - None
F01 - Pipe External Protection - Painted/Asphalt Coating
H01 - Tank Leak Detection - Interstitial - Electronic Monitoring
A00 - Tank Internal Protection - None
B01 - Tank External Protection - Painted/Asphalt Coating
D01 - Pipe Type - Steel/Carbon Steel/Iron
L09 - Piping Leak Detection - Exempt Suction Piping
E00 - Piping Secondary Containment - None
G12 - Tank Secondary Containment - Double-Walled (AG only)
J02 - Dispenser - Suction Dispenser

Tank Location: Aboveground - on saddles, legs, racks, etc.... Tank bottom is elevated above grade or tank pad, allowing visual inspection.
Tank Type: Steel/Carbon Steel/Iron
Tank Status: In Service
Pipe Model: Not reported
Install Date: 07/06/2005
Capacity Gallons: 850
Tightness Test Method: -
Date Test: Not reported
Next Test Date: Not reported
Date Tank Closed: Not reported
Register: True
Modified By: MJGRIFFI
Last Modified: 05/09/2022
Material Name: diesel

SPILLS:
Name: NURSING HOME
Address: 3155 GRACE AVENUE
City,State,Zip: BRONX, NY 10469
Spill Number/Closed Date: 0200964 / 2004-08-17
Facility ID: 0200964
Facility Type: ER
DER Facility ID: 17257
Site ID: 101206
DEC Region: 2
Spill Cause: Equipment Failure
Spill Class: C3
SWIS: 0301
Spill Date: 2002-04-25
Investigator: JMKRIMGO
Referred To: Not reported
Reported to Dept: 2002-04-25
CID: 396
Water Affected: Not reported
Spill Source: Commercial/Industrial
Spill Notifier: Responsible Party
Cleanup Ceased: Not reported

3155 GRACE AVENUE (Continued) **U003074769**

Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2002-04-25
Spill Record Last Update:	2006-05-15
Spiller Name:	Not reported
Spiller Company:	SAME
Spiller Address:	Not reported
Spiller Company:	999
Contact Name:	RAYMOND LARA
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was KRIMGOLD 01/26/04 TRANSFERRED FROM ROMMEL TO AUSTIN 02/17/04: Reassigned from AUSTIN to KRIMGOLD. 8/17/2004 Reassigned to Sangesland & closed - Ref #0000492"
Remarks:	"while removing some oil lines material leaked out. clean up inprogress."

All Materials:

Site ID:	101206
Operable Unit ID:	854389
Operable Unit:	01
Material ID:	522392
Material Code:	0002A
Material Name:	#4 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	10.00
Units:	G
Recovered:	.00
Resource Affected:	Soil
Oxygenate:	Not reported

Name:	NURSING HOME
Address:	3155 GRACE AVENUE
City,State,Zip:	BRONX, NY 10469
Spill Number/Closed Date:	0212032 / 2003-03-06
Facility ID:	0212032
Facility Type:	ER
DER Facility ID:	17257
Site ID:	101207
DEC Region:	2
Spill Cause:	Equipment Failure
Spill Class:	C4
SWIS:	0301
Spill Date:	2003-03-06
Investigator:	RWAUSTIN
Referred To:	Not reported
Reported to Dept:	2003-03-06
CID:	199
Water Affected:	Not reported
Spill Source:	Commercial/Industrial
Spill Notifier:	Responsible Party
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False

3155 GRACE AVENUE (Continued) **U003074769**

Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2003-03-06
Spill Record Last Update:	2006-05-15
Spiller Name:	Not reported
Spiller Company:	CASTLE OIL
Spiller Address:	Not reported
Spiller Company:	999
Contact Name:	LORI
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was AUSTIN 3/6/03 - AUSTIN, DDO - SPIL OCCURRED DURING DELIVERY - HOSE BECAME UNCOUPLED AFTER 55 GALS. DELIVERED - SPILL OF 5-10 GALS, ACCORDING TO BOTH ROB HILL OF CASTLE AND EARL MILLER OF BLDG. MGT. SPILL CLEANED UP TO SATISFACTION OF BLDG. MGR. - CLOSE"
Remarks:	"it appears that the fill box is defective - caused fitting to pop out when they were filling tank - no sewer/or/waterways involved all materal to sidewalk"

All Materials:

Site ID:	101207
Operable Unit ID:	865482
Operable Unit:	01
Material ID:	511799
Material Code:	0002A
Material Name:	#4 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	10.00
Units:	G
Recovered:	10.00
Resource Affected:	Soil
Oxygenate:	Not reported

Name:	3155 GRACE AVENUE
Address:	3155 GRACE AVENUE
City,State,Zip:	BRONX, NY 10469
Spill Number/Closed Date:	9400716 / 1994-04-15
Facility ID:	9400716
Facility Type:	ER
DER Facility ID:	17257
Site ID:	265091
DEC Region:	2
Spill Cause:	Human Error
Spill Class:	C3
SWIS:	0301
Spill Date:	1994-04-14
Investigator:	CAMMISA
Referred To:	Not reported
Reported to Dept:	1994-04-15
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Commercial/Industrial
Spill Notifier:	Other

3155 GRACE AVENUE (Continued) **U003074769**

Cleanup Ceased:	1994-04-15
Cleanup Meets Std:	True
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	1994-04-18
Spill Record Last Update:	2006-05-15
Spiller Name:	Not reported
Spiller Company:	COUNTY OIL
Spiller Address:	1865 42ND ST
Spiller Company:	001
Contact Name:	Not reported
DEC Memo:	""
Remarks:	"PUT DOWN SPEEDY DRY-SENT OUT CREW."

All Materials:

Site ID:	265091
Operable Unit ID:	998211
Operable Unit:	01
Material ID:	384498
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	50.00
Units:	G
Recovered:	.00
Resource Affected:	Soil
Oxygenate:	Not reported

Name:	NURSING CARE BUILDING
Address:	3155 GRACE AVENUE
City,State,Zip:	BRONX, NY 10469
Spill Number/Closed Date:	0510879 / 2006-11-03
Facility ID:	0510879
Facility Type:	ER
DER Facility ID:	17257
Site ID:	356929
DEC Region:	2
Spill Cause:	Equipment Failure
Spill Class:	C4
SWIS:	0301
Spill Date:	2005-12-16
Investigator:	SFRAHMAN
Referred To:	Not reported
Reported to Dept:	2005-12-16
CID:	409
Water Affected:	Not reported
Spill Source:	Commercial/Industrial
Spill Notifier:	Local Agency
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0

3155 GRACE AVENUE (Continued) **U003074769**

Date Entered In Computer:	2005-12-16
Spill Record Last Update:	2006-11-03
Spiller Name:	PETER DARCO
Spiller Company:	NURSING CARE BUILDING
Spiller Address:	3155 GRACE AVE
Spiller Company:	001
Contact Name:	PETER DARCO
DEC Memo:	"Sangesland spoke to Gary at SJ Peter Darco. Castle account, SJ driver had a problem with the fitting and the hose blew off when they started the fill. Spill to cement sidewalk. Dennis Hochin from city DEP was on site Saturday and said there was a drain impacted and some soil was bagged and removed. According to Castle rep, there will be additional work to be done today to complete the cleanup. Nursing Home Super Earl - 718-379-8100 (check with him on Tues/Wed to confirm cleanup is done) 02/23/06 Sharif Rahman- I spoke with Tony Lopez,(718-379-8100,347-231-7117) and he would follow it up soon. 06/26/06 Sharif Rahman- I called Mr. Tony lopez today and informed him that DEC has n't received any spill clean up documents yet.DEC requires-soil analytical results, waste disposal manifest,pictures of the cleaned site. 07/19/06 Rahman- A letter was sent to Castle Oil as per their request asking the closure report to this address(via fax@718.579.3495 & mail) Castle Oil 290 Locust Avenue Bronx, NY 10454 Attn: Robert Hill 11/03/06 Rahman- Letter report from Castle oil(Robert Hill) says the spill was caused by the fitting popping out of the fill box during the delivery.The oil spilled onto the sidewalk and dirt area next to the fill box.PTC took soil samples from the impacted area after clean up was done.VOC/SVOCs are within acceptable limit.NFA required."
Remarks:	"CLEAN UP IN PROCESS."

All Materials:

Site ID:	356929
Operable Unit ID:	1114220
Operable Unit:	01
Material ID:	2104300
Material Code:	0002A
Material Name:	#4 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	25.00
Units:	G
Recovered:	.00
Resource Affected:	Soil
Oxygenate:	Not reported

Name:	WORKMEN'S CIRCLE MULTICARE CENTER
Address:	3155 GRACE AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	1001208 / 2010-05-14
Facility ID:	1001208

3155 GRACE AVENUE (Continued) **U003074769**

Facility Type:	ER
DER Facility ID:	89691
Site ID:	434239
DEC Region:	2
Spill Cause:	Human Error
Spill Class:	C3
SWIS:	0301
Spill Date:	2010-05-02
Investigator:	SFRAHMAN
Referred To:	Not reported
Reported to Dept:	2010-05-02
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Private Dwelling
Spill Notifier:	Responsible Party
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2010-05-02
Spill Record Last Update:	2010-07-23
Spiller Name:	Not reported
Spiller Company:	RIGHTWAY OIL COMPANY
Spiller Address:	Not reported
Spiller Company:	999
Contact Name:	ANTHONY LARA
DEC Memo:	"05/03/109 Responded to the site on 05/02/10.Approx. 200 gallons spilled out of the vent pipe while oil was being transfered from one tank to the other. Two 10,000 UST on site.No spill in the boiler room. Tank located at the rear of the building. This is a private nursing home.Oil spilled mostly on the asphalt and travelled along the building wall, to some extent to the adjacent grass. Rite Way Tank was retained to clean up the spill.Rite Way performed initial clean up, will return to the site on 05/04/10.No petroleum odor identified inside the building.(sr) 05/14/10 Spoke with Anthony Lara.Spill clean up has been completed. No oil observed inside the building.End point samples were taken from outside impacted area. Tank tightness testing performed and one tank failed the test due to a faulty valve which was fixed later and tank passed the test.Rite Way to send the closure report. Case closed.(sr)"
Remarks:	"0108 THE CALLER ADVISED DISPATCH THE SPILL WAS DUE TO AN OVER FILL. NO WATER WAYS AFFECTED. THE CLEAN UP IS BEING CONDUCTED BY RIGHTWAY OIL COMPANY."

All Materials:

Site ID:	434239
Operable Unit ID:	1185083
Operable Unit:	01
Material ID:	2179371
Material Code:	0002A
Material Name:	#4 fuel oil

3155 GRACE AVENUE (Continued) **U003074769**

Case No.:	Not reported
Material FA:	Petroleum
Quantity:	200.00
Units:	G
Recovered:	Not reported
Resource Affected:	Not reported
Oxygenate:	Not reported

Name:	MULTI CARE CENTER
Address:	3155 GRACE AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	1004590 / 2010-08-24
Facility ID:	1004590
Facility Type:	ER
DER Facility ID:	89691
Site ID:	437869
DEC Region:	2
Spill Cause:	Unknown
Spill Class:	C4
SWIS:	0301
Spill Date:	2010-07-23
Investigator:	smsanges
Referred To:	Not reported
Reported to Dept:	2010-07-23
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Commercial/Industrial
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	Not reported
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2010-07-23
Spill Record Last Update:	2010-08-24
Spiller Name:	Not reported
Spiller Company:	UNKNOWN
Spiller Address:	Not reported
Spiller Company:	999
Contact Name:	GARY
DEC Memo:	"DEC Breen inspection. 8/24/2010 - Sangesland spoke to Joe Ostrowski. He said there was a leak in a fitting at the fill port within the spill bucket. The fitting was tightened and all the lines were checked. Cleanup completed."
Remarks:	"cleanup pending - spill inside spill bucket - DEC (spills?) on scene and advised caller to call in. Product discovered in tank top sump of UST #2 during PBS inspection by George Breen."

All Materials:

Site ID:	437869
Operable Unit ID:	1188532
Operable Unit:	01
Material ID:	2183465
Material Code:	0003A
Material Name:	#6 fuel oil

3155 GRACE AVENUE (Continued) **U003074769**

Case No.:	Not reported
Material FA:	Petroleum
Quantity:	1.00
Units:	G
Recovered:	Not reported
Resource Affected:	Not reported
Oxygenate:	Not reported

Name:	WORKMAN CIRCLE NURSING HO
Address:	3155 GRACE AV
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	0000492 / 2004-06-01
Facility ID:	0000492
Facility Type:	ER
DER Facility ID:	236565
Site ID:	292182
DEC Region:	2
Spill Cause:	Unknown
Spill Class:	B3
SWIS:	0301
Spill Date:	2000-04-12
Investigator:	SMSANGES
Referred To:	Not reported
Reported to Dept:	2000-04-12
CID:	365
Water Affected:	Not reported
Spill Source:	Commercial/Industrial
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2000-04-12
Spill Record Last Update:	2004-08-17
Spiller Name:	DAVID LONDIN EXEC DIRECT
Spiller Company:	WORKMAN CIRCLE NURSING HO
Spiller Address:	3155 GRACE AV
Spiller Company:	001
Contact Name:	JOE KLAVIN (CONSTRUCTION)
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was SANGESLAND 4/12/00 - F & N pulled 2 tanks (12,000 & 3,000) from an outside buried location between the building and the sidewalk. Contaminated soil was found and floating product was found. 4/20/00 Angel Ramirez of F&N is on site digging out contaminated soil. The tank area had a reinforced concrete pad under it. All contaminated soil from above the pad has been removed. The contractor on site is trying to break through the concrete pad, but with little luck. Sangesland went to the site 4/20/2000 @ 2 PM West side of former tank was approx 15 feet from the building, East side is the sidewalk, North side is a grass area, South side is another cement wall with the main entrance

3155 GRACE AVENUE (Continued) **U003074769**

to the building above it.
Sangesland instructed F&N to dig out as much as possible. F&N has taken end point samples (which
appear bad). If all the contamination was not removed, one option would be to dig down on the North
side to a level below the concete pad. Back fill with gravel and install a recovery well. Back fill
the area and install the new tanks. The Recovery well can be used in the future to vac out
contaminated area. Also sidewalk can be used for a monitoring well. F&N said they will dig out more
soil on 4/21 and will submit a written plan for remediation. 5/15/2000 Airtek Environmental (Mike
Zouak 212-768-0516) submitted a tank closure report from Fenley & Nicol. This report outlined the
work that was done at the site, but it gave no plan of future work to solve the remaining problem.
7/7/2000 Sangesland sent a letter to Airtek requesting a Plan of Action to remediate the site.
1/27/2004 Sangesland sent a letter to Mr. David Londin, Executive Director of Workmans Circle
Nursing Home directing him to submit a Remediation Plan for the site within 60 days. 3/4/2004
Sangesland reviewed an Investigation Work Plan submitted by Airtek Environmental (Mike Zouak
212-768-0516) Two USTs were removed from the site in March 2000. VOC and SVOC contamination was
found in the end point sampling performed at the time. Airtek proposes 6 geoprobe borings in the
area of the former tank bed. Two soil samples will be taken for for each boring. One at the
location of the highest PID reading and a second at the lowest point of the boring (witch hopefully
shows clean). A Site Investigation Report will be prepared with the boring results included along
with a site plan and comparison to TAGM levels. 6/1/2004 Sangesland reviewed a Subsurface
Investigation Report submitted by Airtek Environmental. A series of soil borings were taken in the
area of the old tanks up to a depth of 24’ deep. VOC’s were within standards. SVOC’s exceeded TAGM
for several of the Benzo*** compounds, Chrysene and Dibenz(a,h)anthracene. These exceedences were
not extreme and the area has been backfilled and groundwater is not used in this area. SVOC’s will
not impact human health and should degrade naturally over time. Spill Closed "

Remarks: "they were removing a tank on site today & observed floating oil (heating oil unk what #) - tank looks in good condition - unk about clean up"

All Materials:

Site ID:	292182
Operable Unit ID:	822210
Operable Unit:	01
Material ID:	288737
Material Code:	0066A
Material Name:	unknown petroleum

3155 GRACE AVENUE (Continued) **U003074769**

Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Resource Affected:	Soil
Oxygenate:	Not reported

Name:	ADULT CARE
Address:	3155 GRACE AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	0612037 / 2007-06-07
Facility ID:	0612037
Facility Type:	ER
DER Facility ID:	89691
Site ID:	376809
DEC Region:	2
Spill Cause:	Equipment Failure
Spill Class:	C4
SWIS:	0301
Spill Date:	2007-01-31
Investigator:	rmpiper
Referred To:	Not reported
Reported to Dept:	2007-01-31
CID:	73
Water Affected:	Not reported
Spill Source:	Institutional, Educational, Gov., Other
Spill Notifier:	Responsible Party
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2007-02-01
Spill Record Last Update:	2007-06-07
Spiller Name:	Not reported
Spiller Company:	Not reported
Spiller Address:	Not reported
Spiller Company:	001
Contact Name:	ANTHONY LARA
DEC Memo:	"dECP iper psoke w. Rob hill who was on site. There are two tanks. One is 10K the ither is ??? They are manifolded to gether and while transferrring, oil overflowed out vent of Tank #2 and spilled to soil, concrete. PTC was responding. Ptc called to give update, approx 150 gal of oil spilled onto ground. PTC to clean and confirm cleanup. The spill was on the side of the building where there is a fence due to contruction. DECP iper inspected site on 2/1/07- Upon arrival PTC crew onsite removing contaminated soil. Oil spiled from vent of tank #2 and ran along building to conctrete walk. PRoceeded to flow into drain, Unknown how much though was at end of spill slick. PTC to investigate drain and continue removing soil. 6/2007- DEC Piper

3155 GRACE AVENUE (Continued) **U003074769**

performed inspection. Soil has been removed though backfilling has not ben completed. Based on work to date, This spill is closed. PTC will send report for e-docs."

Remarks: "OIL IS BELIEVED TO HAVE COME FROM AN OUTDOOR STORAGE TANK. SPILL IS ONTO CONCRETE. SPILL IS CONTAINED - PETROLEUM TANK CLEANERS IS ENROUTE TO DO CLEAN UP."

All Materials:

Site ID:	376809
Operable Unit ID:	1134372
Operable Unit:	01
Material ID:	2124226
Material Code:	0003A
Material Name:	#6 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	150.00
Units:	G
Recovered:	.00
Resource Affected:	Soil
Oxygenate:	Not reported

Name:	NURSING HOME
Address:	3155 GRACE AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	0606530 / 2006-09-07
Facility ID:	0606530
Facility Type:	ER
DER Facility ID:	89691
Site ID:	369894
DEC Region:	2
Spill Cause:	Equipment Failure
Spill Class:	C4
SWIS:	0301
Spill Date:	2006-09-07
Investigator:	SMSANGES
Referred To:	Not reported
Reported to Dept:	2006-09-07
CID:	444
Water Affected:	Not reported
Spill Source:	Institutional, Educational, Gov., Other
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	Not reported
UST Trust:	Not reported
Remediation Phase:	0
Date Entered In Computer:	2006-09-07
Spill Record Last Update:	2006-09-07
Spiller Name:	ROB HILL
Spiller Company:	NURSING HOME
Spiller Address:	3155 GRACE AVE
Spiller Company:	001
Contact Name:	ROB HILL
DEC Memo:	"Sangesland spoke to Rob Hill (T&S Trucking) cell #914-403-1690 He

3155 GRACE AVENUE (Continued) **U003074769**

said there was a spill this
morning during a routine delivery. There was a problem with the fitting at the fill port and the
hose popped off. 15 gal spilled onto the sidewalk and a small amount went onto the soil near the
curb. They have cleaned the sidewalk, removed impacted soil down several inches and fixed the
problem with the fitting. Rob Hill supervised a second delivery of fuel at the site and all went
well. Spill Closed"

Remarks: "FITTING POPPED OFFTHE NURSING HOME: IS CONTAINED AND IN PROCESS OF CLEANING UP"

All Materials:

Site ID:	369894
Operable Unit ID:	1127721
Operable Unit:	01
Material ID:	2117322
Material Code:	0002A
Material Name:	#4 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	15.00
Units:	G
Recovered:	.00
Resource Affected:	Soil
Oxygenate:	Not reported

V119 **CONCRETE AND SOIL** **NY LTANKS** **S102448046**
WNW **2943 FENTON AVE** **NY Spills** **N/A**
1/4-1/2 **BRONX, NY**
0.455 mi.
2400 ft. **Site 2 of 3 in cluster V**

Relative: **Higher**
Actual: **100 ft.**

LTANKS:

Name:	COMMERCIAL PROPERTY
Address:	2943 FENTON AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	9609559 / 2005-06-14
Facility ID:	9609559
Site ID:	157223
Spill Date:	1996-10-30
Spill Cause:	Tank Failure
Spill Source:	Unknown
Spill Class:	B3
Cleanup Ceased:	Not reported
SWIS:	0301
Investigator:	KPSARNOW
Referred To:	Not reported
Reported to Dept:	1996-10-30
CID:	252
Water Affected:	Not reported
Spill Notifier:	DEC
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False

CONCRETE AND SOIL (Continued) **S102448046**

Remediation Phase:	0
Date Entered In Computer:	1996-10-30
Spill Record Last Update:	2005-08-02
Spiller Name:	UNKNOWN
Spiller Company:	UNKNOWN
Spiller Address:	UNKNOWN
Spiller County:	999
Spiller Contact:	GLEN KATZ
Spiller Phone:	(718) 482-4933
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	132970
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was M TIBBE 10/30/96: TRANSFERRED FROM KATZ TO TIBBE (PRIMARY) The affected area was a sewer. Spill closed on 6/14/05."
Remarks:	"dep reported poss tank failure at above location-dep on scene"

All Materials:

Site ID:	157223
Operable Unit ID:	1037573
Operable Unit:	01
Material ID:	345284
Material Code:	0066A
Material Name:	unknown petroleum
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Resource Affected:	Sewer
Oxygenate:	Not reported

SPILLS:

Name:	CONCRETE AND SOIL
Address:	2943 FENTON AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	2106670 / 2021-10-15
Facility ID:	2106670
Facility Type:	ER
DER Facility ID:	132970
Site ID:	625569
DEC Region:	2
Spill Cause:	Equipment Failure
Spill Class:	Not reported
SWIS:	0301
Spill Date:	2021-10-12
Investigator:	AAOBLIGA
Referred To:	Not reported
Reported to Dept:	2021-10-15
CID:	Not reported
Water Affected:	Not reported
Spill Source:	Private Dwelling
Spill Notifier:	Other
Cleanup Ceased:	Not reported
Cleanup Meets Std:	False
Last Inspection:	Not reported

CONCRETE AND SOIL (Continued) **S102448046**

Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2021-10-15
Spill Record Last Update:	2021-10-15
Spiller Name:	MIKE VIZZINI
Spiller Company:	HOMEOWNER
Spiller Address:	2943 FENTON AVE
Spiller Company:	999
Contact Name:	MIKE VIZZINI
DEC Memo:	"10/15/21 - Obligado - Desk Duty - I spoke to Michael Vizzini. He said his crew cleaned up a 3 gallon spill from a leaking tank. Oil was recovered using absorbents and the concrete was cleaned and made oil free. He send me an email with photos of the cleanup. Notification was previously provided to DEC via email On Tuesday October 12th, 2021 the oil tank was leaking a small amount of fuel oil inside the home and under the steps of the residence. The oil did not hit any floor drains and or sumps in the spill area. Speedy dry was applied by the oil company Petro to help mitigate the fuel oil release and absorb the oil. The customer was given a temporary heating oil tank. Today we removed the oil tank and found hairline cracks in the small room. We performed two soil borings. One soil boring was under the oil tank and we observed a PID reading of 20ppm. Near the boiler we observed a PID reading of 200ppm. The soil sample smelled old potentially not from this release. The work area is small and soil removal might not do deeper than 1 in depth. The homeowner is requesting not to perform any soil removal as he does not have oil odors. I have attached some photos from today. I do not know the spill number called in on Tuesday evening. Also I wanted to ask if this spill is assigned to anyone. The last photo is the boring holes before they re-cemented the hole. He provided pictures of the cleanup. The elevated PID impacts likely a result of historic spill #9609559. The clean up appears to be sufficient. This spill is closed."
Remarks:	"hole in tank cleanup started"

All Materials:

Site ID:	625569
Operable Unit ID:	1372710
Operable Unit:	01
Material ID:	2386055
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	3.00
Units:	G
Recovered:	Not reported
Resource Affected:	Soil
Oxygenate:	Not reported

V120 **1429 EAST GUN HILL ROAD** **NY VCP** **S127989915**
WNW **1429 EAST GUN HILL ROAD** **N/A**
1/4-1/2 **NEW YORK CITY, NY**
0.455 mi.
2402 ft. **Site 3 of 3 in cluster V**

Relative:
Higher

Actual:
101 ft.

VCP NYC:

Project ID:	21TMP0394X,21CVCP018X,21EHAZ091X
Name:	1429 EAST GUN HILL ROAD
Address:	1429 EAST GUN HILL ROAD
City,State,Zip:	NEW YORK CITY, NY
Borough:	Bronx
BBL:	2.0476201062047601E+19
OER Program:	VCP (Enrolled), E/RD (Review)
Phase:	Construction
Latitude:	40.869472
Longitude:	-73.844307
Postcode:	12
Community Board:	12
Council District:	358
Census Tract:	Not reported
BIN:	Not reported
NTA:	Eastchester-Edenwald-Baychester

W121 **KINGS HARBOR MULTICARE CE** **NY LTANKS** **S105998826**
SSE **2000 EAST GUN HILL ROAD** **N/A**
1/4-1/2 **BRONX, NY**
0.467 mi.
2465 ft. **Site 1 of 2 in cluster W**

Relative:
Higher

Actual:
20 ft.

LTANKS:

Name:	KINGS HARBOR MULTICARE CE
Address:	2000 EAST GUN HILL ROAD
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	0301008 / 2005-12-12
Facility ID:	0301008
Site ID:	328284
Spill Date:	2003-04-29
Spill Cause:	Tank Test Failure
Spill Source:	Institutional, Educational, Gov., Other
Spill Class:	B3
Cleanup Ceased:	Not reported
SWIS:	0301
Investigator:	rmpiper
Referred To:	Not reported
Reported to Dept:	2003-04-29
CID:	418
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2003-04-29
Spill Record Last Update:	2005-12-12
Spiller Name:	ARLENE
Spiller Company:	KINGS HARBOR MULTICARE CE
Spiller Address:	2000 EAST GLENN HILL ROAD
Spiller County:	001

KINGS HARBOR MULTICARE CE (Continued) **S105998826**

Spiller Contact:	RENE LEWIS
Spiller Phone:	(718) 378-7000
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	264206
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was SAWYER 5/6/03 - ROSSAN, DDO - Tank test failure letter prepared and sent to Mr. Dan Vidas Kings Harbor Multicare Center 2000 East Gun Hill Road Bronx, NY 10469 END 11/6/2003-Vought-Received copy of passing system test on 9/25/03 from Crown leak detection. Vought called Crown (516-939-2959) and left message to return call to DEC as to: 1)investigation performed to confirm or deny releases as per Tank Test Failure letter 2)find what was repaired. 1/7/04-Vought-Spill transferred from Vought to Austin. 01/27/04 - Sawyer - Spill transferred from Austin to Sawyer. 11/21/05- DEC Piper sent out another ttf letter to Vidas(see above) 12/12/05- DEC Piper recieved sufficient information to close spill. Minor repairs made to system. see e-docs for further info if warranted."
Remarks:	""

All TTF:

Facility ID:	0301008
Spill Number:	0301008
Spill Tank Test:	1528315
Site ID:	328284
Tank Number:	Not reported
Tank Size:	0
Material:	0001
EPA UST:	Not reported
UST:	Not reported
Cause:	Not reported
Source:	Not reported
Test Method:	00
Test Method 2:	Unknown
Leak Rate:	.00
Gross Fail:	Not reported
Modified By:	Spills
Last Modified Date:	Not reported

All Materials:

Site ID:	328284
Operable Unit ID:	867485
Operable Unit:	01
Material ID:	509071
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Resource Affected:	Soil
Oxygenate:	Not reported

W122 **NURSING HOME** **NY LTANKS** **S104951051**
SSE **2000 EAST GUNHILL RD** **N/A**
1/4-1/2 **BRONX, NY**
0.467 mi.
2465 ft. **Site 2 of 2 in cluster W**

Relative: **Higher**

Actual: **20 ft.**

LTANKS:

Name:	NURSING HOME
Address:	2000 EAST GUNHILL RD
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	0013004 / 2006-06-15
Facility ID:	0013004
Site ID:	221865
Spill Date:	2001-03-12
Spill Cause:	Tank Test Failure
Spill Source:	Institutional, Educational, Gov., Other
Spill Class:	B3
Cleanup Ceased:	Not reported
SWIS:	0301
Investigator:	JCGRATHW
Referred To:	Not reported
Reported to Dept:	2001-03-12
CID:	382
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2001-03-12
Spill Record Last Update:	2006-06-26
Spiller Name:	DAN VIDAS
Spiller Company:	NURSING HOME
Spiller Address:	2000 EAST GUNHILL RD
Spiller County:	001
Spiller Contact:	DAN VIDAS
Spiller Phone:	(718) 320-0400
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	183499
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was DEMEO 6/14/06 - Lead_DEC Field changed to Grathwol . 6/15/06 - Performed Site Visit. Director of Engineering provided me with a tour of the full facility (3 bldgs.: 2000 E. Gun Hill Rd., 2020 E. Gun Hill Rd. & 2355 Ely Avenue). Provided documnetation of the tank repair and passed tank test before the UST was taken out of service. Will check the spill database for the 10K spill as proper documentation was provided for that spill also. Spill closed. {Grathwol} "
Remarks:	"gross failure - nursing home advised - tank will be uncovered"

All TTF:

Facility ID:	0013004
Spill Number:	0013004
Spill Tank Test:	1526140
Site ID:	221865
Tank Number:	3
Tank Size:	8000
Material:	0001

NURSING HOME (Continued) **S104951051**

EPA UST:	Not reported
UST:	Not reported
Cause:	Not reported
Source:	Not reported
Test Method:	03
Test Method 2:	Horner EZ Check I or II
Leak Rate:	.00
Gross Fail:	Not reported
Modified By:	Spills
Last Modified Date:	Not reported

All Materials:

Site ID:	221865
Operable Unit ID:	834538
Operable Unit:	01
Material ID:	539731
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Resource Affected:	Soil
Oxygenate:	Not reported

123
ENE
1/4-1/2
0.472 mi.
2493 ft.

PATHMARK 72647
2136 BARTOW AVE
BRONX, NY 10475

NY LTANKS **S108639697**
NY MANIFEST **N/A**

Relative:
Higher

Actual:
10 ft.

LTANKS:

Name:	CAR ON PARKING LOT
Address:	2136 BARTOW AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	0702421 / 2007-05-29
Facility ID:	0702421
Site ID:	382140
Spill Date:	2007-05-29
Spill Cause:	Tank Failure
Spill Source:	Passenger Vehicle
Spill Class:	C4
Cleanup Ceased:	Not reported
SWIS:	0301
Investigator:	rvketani
Referred To:	Not reported
Reported to Dept:	2007-05-29
CID:	444
Water Affected:	Not reported
Spill Notifier:	Fire Department
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0

PATHMARK 72647 (Continued) **S108639697**

Date Entered In Computer:	2007-05-29
Spill Record Last Update:	2007-06-01
Spiller Name:	FIREMAN KEARNEY
Spiller Company:	CAR ON PARKING LOT
Spiller Address:	2136 BARTOW AVE
Spiller County:	001
Spiller Contact:	FIREMAN KEARNEY
Spiller Phone:	(347) 203-6886
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	331552
DEC Memo:	"5/29/07 - Raphael Ketani. A car was leaking gas in a parking lot. The NYFD was on the scene. I tried reaching the HAZMAT I office of the NYFD many times, but could only get a message to leave a voice mail. Josh of Hazmat called me back and said that the Fire Department contained the spill. Nothing got into the ground or the sewer and the car was towed away. Based upon the message that Josh left, I am closing the spill case."
Remarks:	"CAR LEAKING GAS AT PARKING LOT AND FIRE DEPT ON SCENE"

All Materials:

Site ID:	382140
Operable Unit ID:	1139553
Operable Unit:	01
Material ID:	2129593
Material Code:	0009
Material Name:	gasoline
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Resource Affected:	Soil
Oxygenate:	Not reported

NY MANIFEST:

Name:	PATHMARK 72647
Address:	2136 BARTOW AVE
City,State,Zip:	BRONX, NY 10475
Country:	USA
EPA ID:	NYR000222786
Facility Status:	Not reported
Location Address 1:	2136 BARTOW AVE
Code:	BP
Location Address 2:	Not reported
Total Tanks:	Not reported
Location City:	BRONX
Location State:	NY
Location Zip:	10475
Location Zip 4:	Not reported

NY MANIFEST:

EPAID:	NYR000222786
Mailing Name:	PATHMARK 72647
Mailing Contact:	PATHMARK 72647
Mailing Address 1:	2136 BARTOW AVE
Mailing Address 2:	Not reported

PATHMARK 72647 (Continued) **S108639697**

Mailing City:	BRONX
Mailing State:	NY
Mailing Zip:	10475
Mailing Zip 4:	Not reported
Mailing Country:	USA
Mailing Phone:	Not reported

NY MANIFEST:

Document ID:	Not reported
Manifest Status:	Not reported
seq:	Not reported
Year:	2018
Trans1 State ID:	PAD982661381
Trans2 State ID:	Not reported
Generator Ship Date:	10/23/2017
Trans1 Recv Date:	10/23/2017
Trans2 Recv Date:	Not reported
TSD Site Recv Date:	10/27/2017
Part A Recv Date:	Not reported
Part B Recv Date:	Not reported
Generator EPA ID:	NYR000222786
Trans1 EPA ID:	Not reported
Trans2 EPA ID:	Not reported
TSDF ID 1:	RID040098352
TSDF ID 2:	Not reported
Manifest Tracking Number:	010052800FLE
Import Indicator:	N
Export Indicator:	N
Discr Quantity Indicator:	N
Discr Type Indicator:	N
Discr Residue Indicator:	N
Discr Partial Reject Indicator:	N
Discr Full Reject Indicator:	N
Manifest Ref Number:	Not reported
Alt Facility RCRA ID:	Not reported
Alt Facility Sign Date:	Not reported
MGMT Method Type Code:	H141
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Quantity:	10
Units:	P - Pounds
Number of Containers:	1
Container Type:	BA - Burlap, plastic, paper bags
Handling Method:	B Incineration, heat recovery, burning.
Specific Gravity:	1
Waste Code:	Not reported
Waste Code 1_2:	D001
Waste Code 1_3:	D002
Waste Code 1_4:	D005
Waste Code 1_5:	D018
Waste Code 1_6:	D022

124
WSW
1/4-1/2
0.474 mi.
2501 ft.

RESIDENCE
2535 EASTCHESTER RD
BRONX, NY

NY LTANKS **S105997637**
N/A

Relative:
Higher

Actual:
97 ft.

LTANKS:

Name:	RESIDENCE
Address:	2535 EASTCHESTER RD
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	0209529 / 2003-11-03
Facility ID:	0209529
Site ID:	156081
Spill Date:	2002-12-16
Spill Cause:	Tank Test Failure
Spill Source:	Private Dwelling
Spill Class:	B3
Cleanup Ceased:	Not reported
SWIS:	0301
Investigator:	SMSANGES
Referred To:	Not reported
Reported to Dept:	2002-12-16
CID:	252
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2002-12-16
Spill Record Last Update:	2003-11-03
Spiller Name:	GIUSEPPE CASCIOME
Spiller Company:	RESIDENCE
Spiller Address:	2535 EASTCHESTER RD
Spiller County:	001
Spiller Contact:	GIUSEPPE CASCIOME
Spiller Phone:	(914) 966-4514
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	132110
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was SANGESLAND see spill# 0209514."
Remarks:	"RECOMMEND TO REPLACE ABOVE GROUND TANK AND MAKE ARRANGEMENTS FOR CLEANUP."

All TTF:

Facility ID:	0209529
Spill Number:	0209529
Spill Tank Test:	1527839
Site ID:	156081
Tank Number:	Not reported
Tank Size:	275
Material:	0001
EPA UST:	Not reported
UST:	Not reported
Cause:	Not reported
Source:	Not reported
Test Method:	03
Test Method 2:	Horner EZ Check I or II

RESIDENCE (Continued) **S105997637**

Leak Rate: .00
Gross Fail: Not reported
Modified By: Spills
Last Modified Date: Not reported

All Materials:
Site ID: 156081
Operable Unit ID: 862603
Operable Unit: 01
Material ID: 512950
Material Code: 0001A
Material Name: #2 fuel oil
Case No.: Not reported
Material FA: Petroleum
Quantity: .00
Units: G
Recovered: .00
Resource Affected: Soil
Oxygenate: Not reported

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125 SW 1/4-1/2 0.482 mi. 2543 ft. **SPILL NUMBER 9909452** **NY LTANKS** **S104620613**
202436 WOODHULL AVENUE **N/A**
BRONX, NY

Relative: Higher
Actual: 77 ft.

LTANKS:
Name: SPILL NUMBER 9909452
Address: 202436 WOODHULL AVENUE
City,State,Zip: BRONX, NY
Spill Number/Closed Date: 9909452 / 2000-06-21
Facility ID: 9909452
Site ID: 85143
Spill Date: 1999-11-02
Spill Cause: Tank Test Failure
Spill Source: Private Dwelling
Spill Class: B3
Cleanup Ceased: Not reported
SWIS: 0301
Investigator: TOMASELLO
Referred To: Not reported
Reported to Dept: 1999-11-03
CID: 270
Water Affected: Not reported
Spill Notifier: Tank Tester
Last Inspection: Not reported
Recommended Penalty: False
Meets Standard: False
UST Involvement: False
Remediation Phase: 0
Date Entered In Computer: 1999-11-03
Spill Record Last Update: 2000-06-21
Spiller Name: RAY CONTI
Spiller Company: RAY CONTI
Spiller Address: 202436 WOOD HUL AVE
Spiller County: 001

SPILL NUMBER 9909452 (Continued) **S104620613**

Spiller Contact:	RAY CONTI
Spiller Phone:	(718) 654-2861
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	78238
DEC Memo:	""
Remarks:	"NO COMMENTS"

All TTF:

Facility ID:	9909452
Spill Number:	9909452
Spill Tank Test:	1547804
Site ID:	85143
Tank Number:	Not reported
Tank Size:	550
Material:	0001
EPA UST:	Not reported
UST:	Not reported
Cause:	Not reported
Source:	Not reported
Test Method:	18
Test Method 2:	Alert Model 1000 plus 1050 (Formerly Gilbarco Precision)
Leak Rate:	.00
Gross Fail:	Not reported
Modified By:	Spills
Last Modified Date:	Not reported

All Materials:

Site ID:	85143
Operable Unit ID:	1084060
Operable Unit:	01
Material ID:	298538
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Resource Affected:	Soil
Oxygenate:	Not reported

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126 **APT BLDG** **NY LTANKS** **S107416925**
SW **1500 MACE AVE** **N/A**
1/4-1/2 **BRONX, NY**
0.484 mi.
2555 ft.

Relative:
Higher

Actual:
88 ft.

LTANKS:

Name:	APT BLDG
Address:	1500 MACE AVE
City,State,Zip:	BRONX, NY
Spill Number/Closed Date:	0508247 / 2006-03-31
Facility ID:	0508247
Site ID:	353787
Spill Date:	2005-10-10
Spill Cause:	Tank Test Failure

APT BLDG (Continued) **S107416925**

Spill Source:	Unknown
Spill Class:	C4
Cleanup Ceased:	Not reported
SWIS:	0301
Investigator:	SFRAHMAN
Referred To:	Not reported
Reported to Dept:	2005-10-10
CID:	27
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	False
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2005-10-11
Spill Record Last Update:	2006-03-31
Spiller Name:	Not reported
Spiller Company:	Not reported
Spiller Address:	Not reported
Spiller County:	001
Spiller Contact:	Not reported
Spiller Phone:	Not reported
Spiller Extention:	Not reported
DEC Region:	2
DER Facility ID:	301118
DEC Memo:	"TTF letter sent to building owner: Teresa Gjokaj PO Box 1095 Rockville Centre, NY 11571 03/01/06 Sharif Rahman- TTF letter was resent to Fitore Realty, LLC 1500 Mace Avenue Bronx, NY 10469 03/31/06 Sharif Rahman- A letter from Fitore Realty Management LLC was received stating that a faulty seal gasket was the cause for tank test fail and it was replaced, the tank passed the test.NFA required."
	Not reported
Remarks:	"Caller reports a tank test failure."

All TTF:

Facility ID:	0508247
Spill Number:	0508247
Spill Tank Test:	1549386
Site ID:	353787
Tank Number:	1
Tank Size:	3000
Material:	Not reported
EPA UST:	Not reported
UST:	Not reported
Cause:	Not reported
Source:	Not reported
Test Method:	03
Test Method 2:	Horner EZ Check I or II
Leak Rate:	.00
Gross Fail:	Not reported
Modified By:	Watchdog
Last Modified Date:	Not reported

127
ESE
1/2-1
0.547 mi.
2890 ft.

Relative:
Higher

Actual:
15 ft.

TOWN HOUSE CLEANERS
181 EINSTEIN COOP SEC 5
BRONX, NY 10475

NY SHWS
NY ENG CONTROLS
NY INST CONTROL
RCRA NonGen / NLR
NY DRYCLEANERS
NY MANIFEST

1000551652
NYD986940062

SHWS:

Name:	TOWNE HOUSE CLEANERS-CO-OP CITY
Address:	181 EINSTEIN LOOP
City,State,Zip:	BRONX, NY 10475
Program:	HW
Site Code:	466817
Classification:	P
Region:	2
Acres:	Not reported
HW Code:	203063
Record Add:	07/23/2012
Record Upd:	09/26/2017
Updated By:	JHOCONNE
Site Description:	"Site Description: Location: The site is located in the Baychester section of the Bronx and is bounded on the south by Einstein Loop South, to the north by Einstein Loop North, to the east by Einstein Loop East, and to the west by Hutchinson River Parkway East. Site Features: The 138,305 square foot lot contains 2 commercial buildings. One building is a multi-story parking garage, and the other is a 2 story commercial building. The dry cleaner occupies the basement and a portion of the first floor of the two-story building. Other uses in the building include a shoe repair shop, deli, a supermarket, US Post Office, a synagogue and community space. A public high school is located across the street to the south of the site. Current Zoning/Use(s): R6 residential with C2-3 commercial overlay. Historical Use(s): Originally wetlands, the site was formerly home to the Freedomland amusement park from 1960 to 1964. In 1966, construction of Co-op City began. Town Cleaners has operated at the site for at least 20 years. Site Geology and Hydrogeology: Limited Phase II borings identified shallow fill, as evidenced by some cinders and brick fragments, brown and tan fine sand, with varying amounts of gravel. Groundwater occurs at approximately 3 feet below the top of the concrete floor slabs in the interior soil borings, and approximately 12 feet below grade in the exterior soil borings."
Env Problem:	"Nature and Extent of Contamination: Soil: Soil samples were collected for analysis. and no VOC compounds were found at concentrations exceeding the Unrestricted Use Soil Cleanup Objectives. Groundwater: PCE was detected in one groundwater sample at a concentration of 45 ppb. Soil Vapor : PCE was detected in sub-slab soil vapor at a maximum concentration of 541,000 ug/m3, and TCE was detected at a maximum concentration of 2270 ug/m3, and cis-1,2 DCE was detected at a maximum concentration of 1700 ug/m3. SSDS was installed in 2012 and is operating."
Health Problem:	"As information for this site becomes available, it will be reviewed by the NYSDOH to determine if site contamination presents public health exposure concerns."
Dump:	Not reported
Structure:	Not reported
Lagoon:	Not reported
Landfill:	Not reported
Pond:	Not reported

TOWN HOUSE CLEANERS (Continued) **1000551652**

Disp Start:	Not reported
Disp Term:	Not reported
Lat/Long:	Not reported
Dell:	Not reported
Record Add:	Not reported
Record Upd:	Not reported
Updated By:	Not reported
Own Op:	1
Sub Type:	E
Owner Name:	Mr. Noel Ellison
Owner Company:	Riverbay Corporation
Owner Address:	2049 Bartow Ave.
Owner Addr2:	Not reported
Owner City,St,Zip:	Bronx, NY 10475
Owner Country:	United States of America
HW Code:	Not reported
Waste Type:	Not reported
Waste Quantity:	Not reported
Waste Code:	Not reported
Crossref ID:	Not reported
Cross Ref Type Code:	Not reported
Cross Ref Type:	Not reported
Record Added Date:	Not reported
Record Updated:	Not reported
Updated By:	Not reported

ENG CONTROLS:

Name:	TOWNE HOUSE CLEANERS-CO-OP CITY
Address:	181 EINSTEIN LOOP
City,State,Zip:	BRONX, NY 10475
Site Code:	466817
HW Code:	203063
Control Code:	13
Control Type:	ENG
Date Record Added:	10/07/2022
Date Rec Updated:	10/07/2022
Updated By:	SMMARTIN
Site Description:	"Site Description: Location: The site is located in the Baychester section of the Bronx and is bounded on the south by Einstein Loop South, to the north by Einstein Loop North, to the east by Einstein Loop East, and to the west by Hutchinson River Parkway East. Site Features: The 138,305 square foot lot contains 2 commercial buildings. One building is a multi-story parking garage, and the other is a 2 story commercial building. The dry cleaner occupies the basement and a portion of the first floor of the two-story building. Other uses in the building include a shoe repair shop, deli, a supermarket, US Post Office, a synagogue and community space. A public high school is located across the street to the south of the site. Current Zoning/Use(s): R6 residential with C2-3 commercial overlay. Historical Use(s): Originally wetlands, the site was formerly home to the Freedomland amusement park from 1960 to 1964. In 1966, construction of Co-op City began. Town Cleaners has operated at the site for at least 20 years. Site Geology and Hydrogeology: Limited Phase II borings identified shallow fill, as evidenced by some cinders and brick fragments, brown and tan fine sand, with varying amounts of gravel. Groundwater occurs at approximately 3 feet below the top of the concrete floor slabs in the interior soil

TOWN HOUSE CLEANERS (Continued) **1000551652**

	borings, and approximately 12 feet below grade in the exterior soil borings."
Env Problem:	"Nature and Extent of Contamination: Soil: Soil samples were collected for analysis. and no VOC compounds were found at concentrations exceeding the Unrestricted Use Soil Cleanup Objectives. Groundwater: PCE was detected in one groundwater sample at a concentration of 45 ppb. Soil Vapor : PCE was detected in sub-slab soil vapor at a maximum concentration of 541,000 ug/m3, and TCE was detected at a maximum concentration of 2270 ug/m3, and cis-1,2 DCE was detected at a maximum concentration of 1700 ug/m3. SSDS was installed in 2012 and is operating."
Health Problem:	"As information for this site becomes available, it will be reviewed by the NYSDOH to determine if site contamination presents public health exposure concerns."
Dump:	Not reported
Structure:	Not reported
Lagoon:	Not reported
Landfill:	Not reported
Pond:	Not reported
Disp Start:	Not reported
Disp Term:	Not reported
Lat/Long:	Not reported
Dell:	Not reported
Record Add:	Not reported
Record Upd:	Not reported
Updated By:	Not reported
Own Op:	1
Sub Type:	E
Owner Name:	Mr. Noel Ellison
Owner Company:	Riverbay Corporation
Owner Address:	2049 Bartow Ave.
Owner Addr2:	Not reported
Owner City,St,Zip:	Bronx, NY 10475
Owner Country:	United States of America
HW Code:	Not reported
Waste Type:	Not reported
Waste Quantity:	Not reported
Waste Code:	Not reported
Crossref ID:	Not reported
Cross Ref Type Code:	Not reported
Cross Ref Type:	Not reported
Record Added Date:	Not reported
Record Updated:	Not reported
Updated By:	Not reported

INST CONTROL:

Name:	TOWNE HOUSE CLEANERS-CO-OP CITY
Address:	181 EINSTEIN LOOP
City,State,Zip:	BRONX, NY 10475
Site Code:	466817
Control Name:	Environmental Easement
HW Code:	203063
Control Code:	J
Control Type:	INST
Dt record added:	10/07/2022
Dt rec updated:	10/07/2022
Updated By:	SMMARTIN

TOWN HOUSE CLEANERS (Continued) **1000551652**

Site Code: 466817
Site Description: "Site Description: Location: The site is located in the Baychester section of the Bronx and is bounded on the south by Einstein Loop South, to the north by Einstein Loop North, to the east by Einstein Loop East, and to the west by Hutchinson River Parkway East. Site Features: The 138,305 square foot lot contains 2 commercial buildings. One building is a multi-story parking garage, and the other is a 2 story commercial building. The dry cleaner occupies the basement and a portion of the first floor of the two-story building. Other uses in the building include a shoe repair shop, deli, a supermarket, US Post Office, a synagogue and community space. A public high school is located across the street to the south of the site. Current Zoning/Use(s): R6 residential with C2-3 commercial overlay. Historical Use(s): Originally wetlands, the site was formerly home to the Freedomland amusement park from 1960 to 1964. In 1966, construction of Co-op City began. Town Cleaners has operated at the site for at least 20 years. Site Geology and Hydrogeology: Limited Phase II borings identified shallow fill, as evidenced by some cinders and brick fragments, brown and tan fine sand, with varying amounts of gravel. Groundwater occurs at approximately 3 feet below the top of the concrete floor slabs in the interior soil borings, and approximately 12 feet below grade in the exterior soil borings."
Env Problem: "Nature and Extent of Contamination: Soil: Soil samples were collected for analysis. and no VOC compounds were found at concentrations exceeding the Unrestricted Use Soil Cleanup Objectives. Groundwater: PCE was detected in one groundwater sample at a concentration of 45 ppb. Soil Vapor : PCE was detected in sub-slab soil vapor at a maximum concentration of 541,000 ug/m3, and TCE was detected at a maximum concentration of 2270 ug/m3, and cis-1,2 DCE was detected at a maximum concentration of 1700 ug/m3. SSDS was installed in 2012 and is operating."
Health Problem: "As information for this site becomes available, it will be reviewed by the NYSDOH to determine if site contamination presents public health exposure concerns."
Dump: Not reported
Structure: Not reported
Lagoon: Not reported
Landfill: Not reported
Pond: Not reported
Disp Start: Not reported
Disp Term: Not reported
Lat/Long: Not reported
Dell: Not reported
Record Add: Not reported
Record Upd: Not reported
Updated By: Not reported
Own Op: 1
Sub Type: E
Owner Name: Mr. Noel Ellison
Owner Company: Riverbay Corporation
Owner Address: 2049 Bartow Ave.
Owner Addr2: Not reported
Owner City,St,Zip: Bronx, NY 10475
Owner Country: United States of America
HW Code: Not reported
Waste Type: Not reported

TOWN HOUSE CLEANERS (Continued) **1000551652**

Waste Quantity: Not reported
Waste Code: Not reported
Crossref ID: Not reported
Cross Ref Type Code: Not reported
Cross Ref Type: Not reported
Record Added Date: Not reported
Record Updated: Not reported
Updated By: Not reported

RCRA Listings:

Date Form Received by Agency:		20070101
Handler Name:	TOWN HOUSE CLEANERS	
Handler Address:		181 EINSTEIN COOP SEC 5
Handler City,State,Zip:		BRONX, NY 10475
EPA ID:		NYD986940062
Contact Name:		Not reported
Contact Address:		EINSTEIN COOP SEC 5
Contact City,State,Zip:		BRONX, NY 10475
Contact Telephone:		Not reported
Contact Fax:		Not reported
Contact Email:		Not reported
Contact Title:		Not reported
EPA Region:		02
Land Type:		Not reported
Federal Waste Generator Description:		Not a generator, verified
Non-Notifier:		Not reported
Biennial Report Cycle:		Not reported
Accessibility:		Not reported
Active Site Indicator:		Not reported
State District Owner:		NY
State District:		NYSDEC R2
Mailing Address:		EINSTEIN COOP SEC 5
Mailing City,State,Zip:		BRONX, NY 10475
Owner Name:	YONG MI HONG	
Owner Type:		Private
Operator Name:	YONG MI HONG	
Operator Type:		Private
Short-Term Generator Activity:		No
Importer Activity:		No
Mixed Waste Generator:		No
Transporter Activity:		No
Transfer Facility Activity:		No
Recycler Activity with Storage:		No
Small Quantity On-Site Burner Exemption:		No
Smelting Melting and Refining Furnace Exemption:		No
Underground Injection Control:		No
Off-Site Waste Receipt:		No
Universal Waste Indicator:		No
Universal Waste Destination Facility:		No
Federal Universal Waste:		No
Active Site Fed-Reg Treatment Storage and Disposal Facility:		Not reported
Active Site Converter Treatment storage and Disposal Facility:		Not reported
Active Site State-Reg Treatment Storage and Disposal Facility:		Not reported
Active Site State-Reg Handler:		---
Federal Facility Indicator:		Not reported
Hazardous Secondary Material Indicator:		N
Sub-Part K Indicator:		Not reported

TOWN HOUSE CLEANERS (Continued) **1000551652**

Commercial TSD Indicator:	No
Treatment Storage and Disposal Type:	Not reported
2018 GPRA Permit Baseline:	Not on the Baseline
2018 GPRA Renewals Baseline:	Not on the Baseline
Permit Renewals Workload Universe:	Not reported
Permit Workload Universe:	Not reported
Permit Progress Universe:	Not reported
Post-Closure Workload Universe:	Not reported
Closure Workload Universe:	Not reported
202 GPRA Corrective Action Baseline:	No
Corrective Action Workload Universe:	No
Subject to Corrective Action Universe:	No
Non-TSDFs Where RCRA CA has Been Imposed Universe:	No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:	No
TSDFs Only Subject to CA under Discretionary Auth Universe:	No
Corrective Action Priority Ranking:	No NCAPS ranking
Environmental Control Indicator:	No
Institutional Control Indicator:	No
Human Exposure Controls Indicator:	N/A
Groundwater Controls Indicator:	N/A
Operating TSDF Universe:	Not reported
Full Enforcement Universe:	Not reported
Significant Non-Complier Universe:	No
Unaddressed Significant Non-Complier Universe:	No
Addressed Significant Non-Complier Universe:	No
Significant Non-Complier With a Compliance Schedule Universe:	No
Financial Assurance Required: Not reported	
Handler Date of Last Change:	20150414
Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No
Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	No
Manifest Broker:	No
Sub-Part P Indicator:	No

Hazardous Waste Summary:

Waste Code: D000
Waste Description: Not Defined

Waste Code: F002
Waste Description: THE FOLLOWING SPENT HALOGENATED SOLVENTS: TETRACHLOROETHYLENE, METHYLENE CHLORIDE, TRICHLOROETHYLENE, 1,1,1-TRICHLOROETHANE, CHLOROBENZENE, 1,1,2-TRICHLORO-1,2,2-TRIFLUOROETHANE, ORTHO-DICHLOROBENZENE, TRICHLOROFLUOROMETHANE, AND 1,1,2, TRICHLOROETHANE; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE HALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F001, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Handler - Owner Operator:

Owner/Operator Indicator: Owner
Owner/Operator Name: YONG MI HONG
Legal Status: Private

TOWN HOUSE CLEANERS (Continued) **1000551652**

Date Became Current:	Not reported
Date Ended Current:	Not reported
Owner/Operator Address:	NOT REQUIRED
Owner/Operator City,State,Zip:	NOT REQUIRED, WY 99999
Owner/Operator Telephone:	212-555-1212
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported
Owner/Operator Indicator:	Owner
Owner/Operator Name: YONG MI HONG	
Legal Status:	Private
Date Became Current:	Not reported
Date Ended Current:	Not reported
Owner/Operator Address:	NOT REQUIRED
Owner/Operator City,State,Zip:	NOT REQUIRED, WY 99999
Owner/Operator Telephone:	212-555-1212
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported
Owner/Operator Indicator:	Operator
Owner/Operator Name: YONG MI HONG	
Legal Status:	Private
Date Became Current:	Not reported
Date Ended Current:	Not reported
Owner/Operator Address:	NOT REQUIRED
Owner/Operator City,State,Zip:	NOT REQUIRED, WY 99999
Owner/Operator Telephone:	212-555-1212
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Historic Generators:

Receive Date:	19990714
Handler Name: TOWN HOUSE CLEANERS	
Federal Waste Generator Description:	Small Quantity Generator
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported
Receive Date:	20060101
Handler Name: TOWN HOUSE CLEANERS	
Federal Waste Generator Description:	Not a generator, verified
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No

TOWN HOUSE CLEANERS (Continued) **1000551652**

Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 20070101
Handler Name: TOWN HOUSE CLEANERS
Federal Waste Generator Description: Not a generator, verified
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: Yes
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 19910212
Handler Name: TOWN HOUSE CLEANERS
Federal Waste Generator Description: Large Quantity Generator
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:
NAICS Codes: No NAICS Codes Found

Facility Has Received Notices of Violation:
Found Violation: No
Agency Which Determined Violation: Not reported
Violation Short Description: Not reported
Date Violation was Determined: Not reported
Actual Return to Compliance Date: Not reported
Return to Compliance Qualifier: Not reported
Violation Responsible Agency: Not reported
Scheduled Compliance Date: Not reported
Enforcement Identifier: Not reported
Date of Enforcement Action: Not reported
Enforcement Responsible Agency: Not reported
Enforcement Docket Number: Not reported
Enforcement Attorney: Not reported
Corrective Action Component: Not reported
Appeal Initiated Date: Not reported
Appeal Resolution Date: Not reported
Disposition Status Date: Not reported
Disposition Status: Not reported
Disposition Status Description: Not reported
Consent/Final Order Sequence Number:Not reported
Consent/Final Order Respondent Name: Not reported
Consent/Final Order Lead Agency: Not reported
Enforcement Type: Not reported

TOWN HOUSE CLEANERS (Continued) **1000551652**

Enforcement Responsible Person: Not reported
Enforcement Responsible Sub-Organization: Not reported
SEP Sequence Number: Not reported
SEP Expenditure Amount: Not reported
SEP Scheduled Completion Date: Not reported
SEP Actual Date: Not reported
SEP Defaulted Date: Not reported
SEP Type: Not reported
SEP Type Description: Not reported
Proposed Amount: Not reported
Final Monetary Amount: Not reported
Paid Amount: Not reported
Final Count: Not reported
Final Amount: Not reported

Evaluation Action Summary:
Evaluation Date: 19930823
Evaluation Responsible Agency: EPA Contractor/Grantee
Found Violation: No
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Evaluation Responsible Person Identifier: R2TRC
Evaluation Responsible Sub-Organization: RCB
Actual Return to Compliance Date: Not reported
Scheduled Compliance Date: Not reported
Date of Request: Not reported
Date Response Received: Not reported
Request Agency: Not reported
Former Citation: Not reported

DRYCLEANERS:
Name: TOWN HOUSE CLEANERS
Address: 181 EINSTEIN LOOP
City,State,Zip: BRONX, NY 10475 4902
Facility ID: 2-6003-00112
Phone Number: 7183790900
Region: Not reported
Registration Effective Date: 2001-08-01 10:52:03
Inspection Date: 2000-11-16 08:20:00
Install Date: Not reported
Expiration Date: 12/26/2012
Removal Date: 02/06/2014
Drop Shop: Not reported
Shutdown: Not reported
Alternate Solvent: Perchloroethylene; CAS 127-18-4
Current Business: Not reported

Name: TOWN HOUSE CLEANERS
Address: 181 EINSTEIN LOOP
City,State,Zip: BRONX, NY 10475 4902
Facility ID: 2-6003-00112
Phone Number: 7183790900
Region: Not reported
Registration Effective Date: 2012-12-26 16:45:02
Inspection Date: 2000-11-16 08:20:00
Install Date: Not reported

TOWN HOUSE CLEANERS (Continued) **1000551652**

Expiration Date:	02/27/2014
Removal Date:	02/06/2014
Drop Shop:	Not reported
Shutdown:	Not reported
Alternate Solvent:	Perchloroethylene; CAS 127-18-4
Current Business:	Not reported

Name:	TOWN HOUSE CLEANERS
Address:	181 EINSTEIN LOOP
City,State,Zip:	BRONX, NY 10475 4902
Facility ID:	2-6003-00112
Phone Number:	7183790900
Region:	Not reported
Registration Effective Date:	2001-08-01 10:52:03
Inspection Date:	2001-11-15 08:30:00
Install Date:	Not reported
Expiration Date:	12/26/2012
Removal Date:	02/06/2014
Drop Shop:	Not reported
Shutdown:	Not reported
Alternate Solvent:	Perchloroethylene; CAS 127-18-4
Current Business:	Not reported

Name:	TOWN HOUSE CLEANERS
Address:	181 EINSTEIN LOOP
City,State,Zip:	BRONX, NY 10475 4902
Facility ID:	2-6003-00112
Phone Number:	7183790900
Region:	Not reported
Registration Effective Date:	2012-12-26 16:45:02
Inspection Date:	2001-11-15 08:30:00
Install Date:	Not reported
Expiration Date:	02/27/2014
Removal Date:	02/06/2014
Drop Shop:	Not reported
Shutdown:	Not reported
Alternate Solvent:	Perchloroethylene; CAS 127-18-4
Current Business:	Not reported

Name:	TOWN HOUSE CLEANERS
Address:	181 EINSTEIN LOOP
City,State,Zip:	BRONX, NY 10475 4902
Facility ID:	2-6003-00112
Phone Number:	7183790900
Region:	Not reported
Registration Effective Date:	2001-08-01 10:52:03
Inspection Date:	2002-11-14 08:10:00
Install Date:	Not reported
Expiration Date:	12/26/2012
Removal Date:	02/06/2014
Drop Shop:	Not reported
Shutdown:	Not reported
Alternate Solvent:	Perchloroethylene; CAS 127-18-4
Current Business:	Not reported

Name:	TOWN HOUSE CLEANERS
Address:	181 EINSTEIN LOOP

TOWN HOUSE CLEANERS (Continued) **1000551652**

City,State,Zip: BRONX, NY 10475 4902
Facility ID: 2-6003-00112
Phone Number: 7183790900
Region: Not reported
Registration Effective Date: 2012-12-26 16:45:02
Inspection Date: 2002-11-14 08:10:00
Install Date: Not reported
Expiration Date: 02/27/2014
Removal Date: 02/06/2014
Drop Shop: Not reported
Shutdown: Not reported
Alternate Solvent: Perchloroethylene; CAS 127-18-4
Current Business: Not reported

Name: TOWN HOUSE CLEANERS
Address: 181 EINSTEIN LOOP
City,State,Zip: BRONX, NY 10475 4902
Facility ID: 2-6003-00112
Phone Number: 7183790900
Region: Not reported
Registration Effective Date: 2001-08-01 10:52:03
Inspection Date: 2003-11-13 08:20:00
Install Date: Not reported
Expiration Date: 12/26/2012
Removal Date: 02/06/2014
Drop Shop: Not reported
Shutdown: Not reported
Alternate Solvent: Perchloroethylene; CAS 127-18-4
Current Business: Not reported

Name: TOWN HOUSE CLEANERS
Address: 181 EINSTEIN LOOP
City,State,Zip: BRONX, NY 10475 4902
Facility ID: 2-6003-00112
Phone Number: 7183790900
Region: Not reported
Registration Effective Date: 2012-12-26 16:45:02
Inspection Date: 2003-11-13 08:20:00
Install Date: Not reported
Expiration Date: 02/27/2014
Removal Date: 02/06/2014
Drop Shop: Not reported
Shutdown: Not reported
Alternate Solvent: Perchloroethylene; CAS 127-18-4
Current Business: Not reported

Name: TOWN HOUSE CLEANERS
Address: 181 EINSTEIN LOOP
City,State,Zip: BRONX, NY 10475 4902
Facility ID: 2-6003-00112
Phone Number: 7183790900
Region: Not reported
Registration Effective Date: 2001-08-01 10:52:03
Inspection Date: 2004-11-16 08:15:00
Install Date: Not reported
Expiration Date: 12/26/2012
Removal Date: 02/06/2014

TOWN HOUSE CLEANERS (Continued) **1000551652**

Drop Shop: Not reported
Shutdown: Not reported
Alternate Solvent: Perchloroethylene; CAS 127-18-4
Current Business: Not reported

Name: TOWN HOUSE CLEANERS
Address: 181 EINSTEIN LOOP
City,State,Zip: BRONX, NY 10475 4902
Facility ID: 2-6003-00112
Phone Number: 7183790900
Region: Not reported
Registration Effective Date: 2012-12-26 16:45:02
Inspection Date: 2004-11-16 08:15:00
Install Date: Not reported
Expiration Date: 02/27/2014
Removal Date: 02/06/2014
Drop Shop: Not reported
Shutdown: Not reported
Alternate Solvent: Perchloroethylene; CAS 127-18-4
Current Business: Not reported

Name: TOWN HOUSE CLEANERS
Address: 181 EINSTEIN LOOP
City,State,Zip: BRONX, NY 10475 4902
Facility ID: 2-6003-00112
Phone Number: 7183790900
Region: Not reported
Registration Effective Date: 2001-08-01 10:52:03
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Expiration Date: 12/26/2012
Removal Date: 02/06/2014
Drop Shop: Not reported
Shutdown: Not reported
Alternate Solvent: Perchloroethylene; CAS 127-18-4
Current Business: Not reported

Name: TOWN HOUSE CLEANERS
Address: 181 EINSTEIN LOOP
City,State,Zip: BRONX, NY 10475 4902
Facility ID: 2-6003-00112
Phone Number: 7183790900
Region: Not reported
Registration Effective Date: 2012-12-26 16:45:02
Inspection Date: 2014-01-21 12:00:00
Install Date: Not reported
Expiration Date: 02/27/2014
Removal Date: 02/06/2014
Drop Shop: Not reported
Shutdown: Not reported
Alternate Solvent: Perchloroethylene; CAS 127-18-4
Current Business: Not reported

Name: TOWN HOUSE CLEANERS
Address: 181 EINSTEIN LOOP
City,State,Zip: BRONX, NY 10475 4902
Facility ID: 2-6003-00112

TOWN HOUSE CLEANERS (Continued) **1000551652**

Phone Number:	7183790900
Region:	Not reported
Registration Effective Date:	2001-08-01 10:52:03
Inspection Date:	2014-01-21 12:00:00
Install Date:	Not reported
Expiration Date:	12/26/2012
Removal Date:	02/06/2014
Drop Shop:	Not reported
Shutdown:	Not reported
Alternate Solvent:	Perchloroethylene; CAS 127-18-4
Current Business:	Not reported

Name:	TOWN HOUSE CLEANERS
Address:	181 EINSTEIN LOOP
City,State,Zip:	BRONX, NY 10475 4902
Facility ID:	2-6003-00112
Phone Number:	7183790900
Region:	Not reported
Registration Effective Date:	2012-12-26 16:45:02
Inspection Date:	2012-08-03 07:40:00
Install Date:	Not reported
Expiration Date:	02/27/2014
Removal Date:	02/06/2014
Drop Shop:	Not reported
Shutdown:	Not reported
Alternate Solvent:	Perchloroethylene; CAS 127-18-4
Current Business:	Not reported

Name:	TOWN HOUSE CLEANERS
Address:	181 EINSTEIN LOOP
City,State,Zip:	BRONX, NY 10475 4902
Facility ID:	2-6003-00112
Phone Number:	7183790900
Region:	Not reported
Registration Effective Date:	2001-08-01 10:52:03
Inspection Date:	2012-08-03 07:40:00
Install Date:	Not reported
Expiration Date:	12/26/2012
Removal Date:	02/06/2014
Drop Shop:	Not reported
Shutdown:	Not reported
Alternate Solvent:	Perchloroethylene; CAS 127-18-4
Current Business:	Not reported

Name:	TOWN HOUSE CLEANERS
Address:	181 EINSTEIN LOOP
City,State,Zip:	BRONX, NY 10475 4902
Facility ID:	2-6003-00112
Phone Number:	7183790900
Region:	Not reported
Registration Effective Date:	2012-12-26 16:45:02
Inspection Date:	2011-11-23 08:00:00
Install Date:	Not reported
Expiration Date:	02/27/2014
Removal Date:	02/06/2014
Drop Shop:	Not reported
Shutdown:	Not reported

TOWN HOUSE CLEANERS (Continued) **1000551652**

Alternate Solvent:	Perchloroethylene; CAS 127-18-4
Current Business:	Not reported

Name:	TOWN HOUSE CLEANERS
Address:	181 EINSTEIN LOOP
City,State,Zip:	BRONX, NY 10475 4902
Facility ID:	2-6003-00112
Phone Number:	7183790900
Region:	Not reported
Registration Effective Date:	2001-08-01 10:52:03
Inspection Date:	2011-11-23 08:00:00
Install Date:	Not reported
Expiration Date:	12/26/2012
Removal Date:	02/06/2014
Drop Shop:	Not reported
Shutdown:	Not reported
Alternate Solvent:	Perchloroethylene; CAS 127-18-4
Current Business:	Not reported

Name:	TOWN HOUSE CLEANERS
Address:	181 EINSTEIN LOOP
City,State,Zip:	BRONX, NY 10475 4902
Facility ID:	2-6003-00112
Phone Number:	7183790900
Region:	Not reported
Registration Effective Date:	2012-12-26 16:45:02
Inspection Date:	2010-11-18 10:30:00
Install Date:	Not reported
Expiration Date:	02/27/2014
Removal Date:	02/06/2014
Drop Shop:	Not reported
Shutdown:	Not reported
Alternate Solvent:	Perchloroethylene; CAS 127-18-4
Current Business:	Not reported

Name:	TOWN HOUSE CLEANERS
Address:	181 EINSTEIN LOOP
City,State,Zip:	BRONX, NY 10475 4902
Facility ID:	2-6003-00112
Phone Number:	7183790900
Region:	Not reported
Registration Effective Date:	2001-08-01 10:52:03
Inspection Date:	2010-11-18 10:30:00
Install Date:	Not reported
Expiration Date:	12/26/2012
Removal Date:	02/06/2014
Drop Shop:	Not reported
Shutdown:	Not reported
Alternate Solvent:	Perchloroethylene; CAS 127-18-4
Current Business:	Not reported

Name:	TOWN HOUSE CLEANERS
Address:	181 EINSTEIN LOOP
City,State,Zip:	BRONX, NY 10475 4902
Facility ID:	2-6003-00112
Phone Number:	7183790900
Region:	Not reported

TOWN HOUSE CLEANERS (Continued) **1000551652**

Registration Effective Date: 2012-12-26 16:45:02
Inspection Date: 2009-11-12 10:30:00
Install Date: Not reported
Expiration Date: 02/27/2014
Removal Date: 02/06/2014
Drop Shop: Not reported
Shutdown: Not reported
Alternate Solvent: Perchloroethylene; CAS 127-18-4
Current Business: Not reported

Name: TOWN HOUSE CLEANERS
Address: 181 EINSTEIN LOOP
City,State,Zip: BRONX, NY 10475 4902
Facility ID: 2-6003-00112
Phone Number: 7183790900
Region: Not reported
Registration Effective Date: 2001-08-01 10:52:03
Inspection Date: 2009-11-12 10:30:00
Install Date: Not reported
Expiration Date: 12/26/2012
Removal Date: 02/06/2014
Drop Shop: Not reported
Shutdown: Not reported
Alternate Solvent: Perchloroethylene; CAS 127-18-4
Current Business: Not reported

Name: TOWN HOUSE CLEANERS
Address: 181 EINSTEIN LOOP
City,State,Zip: BRONX, NY 10475 4902
Facility ID: 2-6003-00112
Phone Number: 7183790900
Region: Not reported
Registration Effective Date: 2012-12-26 16:45:02
Inspection Date: 2008-11-12 11:10:00
Install Date: Not reported
Expiration Date: 02/27/2014
Removal Date: 02/06/2014
Drop Shop: Not reported
Shutdown: Not reported
Alternate Solvent: Perchloroethylene; CAS 127-18-4
Current Business: Not reported

Name: TOWN HOUSE CLEANERS
Address: 181 EINSTEIN LOOP
City,State,Zip: BRONX, NY 10475 4902
Facility ID: 2-6003-00112
Phone Number: 7183790900
Region: Not reported
Registration Effective Date: 2001-08-01 10:52:03
Inspection Date: 2008-11-12 11:10:00
Install Date: Not reported
Expiration Date: 12/26/2012
Removal Date: 02/06/2014
Drop Shop: Not reported
Shutdown: Not reported
Alternate Solvent: Perchloroethylene; CAS 127-18-4
Current Business: Not reported

TOWN HOUSE CLEANERS (Continued) **1000551652**

Name:	TOWN HOUSE CLEANERS
Address:	181 EINSTEIN LOOP
City,State,Zip:	BRONX, NY 10475 4902
Facility ID:	2-6003-00112
Phone Number:	7183790900
Region:	Not reported
Registration Effective Date:	2012-12-26 16:45:02
Inspection Date:	2007-11-14 11:30:00
Install Date:	Not reported
Expiration Date:	02/27/2014
Removal Date:	02/06/2014
Drop Shop:	Not reported
Shutdown:	Not reported
Alternate Solvent:	Perchloroethylene; CAS 127-18-4
Current Business:	Not reported

Name:	TOWN HOUSE CLEANERS
Address:	181 EINSTEIN LOOP
City,State,Zip:	BRONX, NY 10475 4902
Facility ID:	2-6003-00112
Phone Number:	7183790900
Region:	Not reported
Registration Effective Date:	2001-08-01 10:52:03
Inspection Date:	2007-11-14 11:30:00
Install Date:	Not reported
Expiration Date:	12/26/2012
Removal Date:	02/06/2014
Drop Shop:	Not reported
Shutdown:	Not reported
Alternate Solvent:	Perchloroethylene; CAS 127-18-4
Current Business:	Not reported

Name:	TOWN HOUSE CLEANERS
Address:	181 EINSTEIN LOOP
City,State,Zip:	BRONX, NY 10475 4902
Facility ID:	2-6003-00112
Phone Number:	7183790900
Region:	Not reported
Registration Effective Date:	2012-12-26 16:45:02
Inspection Date:	2005-11-16 08:15:00
Install Date:	Not reported
Expiration Date:	02/27/2014
Removal Date:	02/06/2014
Drop Shop:	Not reported
Shutdown:	Not reported
Alternate Solvent:	Perchloroethylene; CAS 127-18-4
Current Business:	Not reported

Name:	TOWN HOUSE CLEANERS
Address:	181 EINSTEIN LOOP
City,State,Zip:	BRONX, NY 10475 4902
Facility ID:	2-6003-00112
Phone Number:	7183790900
Region:	Not reported
Registration Effective Date:	2001-08-01 10:52:03
Inspection Date:	2006-11-14 10:30:00
Install Date:	Not reported

TOWN HOUSE CLEANERS (Continued) **1000551652**

Expiration Date: 12/26/2012
Removal Date: 02/06/2014
Drop Shop: Not reported
Shutdown: Not reported
Alternate Solvent: Perchloroethylene; CAS 127-18-4
Current Business: Not reported

Name: TOWN HOUSE CLEANERS
Address: 181 EINSTEIN LOOP
City,State,Zip: BRONX, NY 10475 4902
Facility ID: 2-6003-00112
Phone Number: 7183790900
Region: Not reported
Registration Effective Date: 2012-12-26 16:45:02
Inspection Date: 2006-11-14 10:30:00
Install Date: Not reported
Expiration Date: 02/27/2014
Removal Date: 02/06/2014
Drop Shop: Not reported
Shutdown: Not reported
Alternate Solvent: Perchloroethylene; CAS 127-18-4
Current Business: Not reported

NY MANIFEST:
Name: TOWN HOUSE CLEANERS
Address: 181 EINSTEIN COOP SEC 5
City,State,Zip: BRONX, NY 10475
Country: USA
EPA ID: NYD986940062
Facility Status: Not reported
Location Address 1: SEC 5 CO-OP CITY 181 EINSTEIN
Code: BP
Location Address 2: Not reported
Total Tanks: Not reported
Location City: LOOP BRONX
Location State: NY
Location Zip: 10475
Location Zip 4: Not reported

NY MANIFEST:
EPAID: NYD986940062
Mailing Name: TOWN HOUSE CLEANERS
Mailing Contact: TOWN HOUSE CLEANERS
Mailing Address 1: SEC.5 CO-OP CITY 181 EINSTEIN
Mailing Address 2: Not reported
Mailing City: LOOP BRONX
Mailing State: NY
Mailing Zip: 10475
Mailing Zip 4: Not reported
Mailing Country: USA
Mailing Phone: 2123790900

NY MANIFEST:
Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2018

TOWN HOUSE CLEANERS (Continued) **1000551652**

Trans1 State ID:	NJD000564906
Trans2 State ID:	MIK814262374
Generator Ship Date:	12/03/2013
Trans1 Recv Date:	12/03/2013
Trans2 Recv Date:	12/13/2013
TSD Site Recv Date:	12/13/2013
Part A Recv Date:	Not reported
Part B Recv Date:	Not reported
Generator EPA ID:	NYD986940062
Trans1 EPA ID:	Not reported
Trans2 EPA ID:	Not reported
TSDF ID 1:	CDX107000000
TSDF ID 2:	Not reported
Manifest Tracking Number:	011613279JJK
Import Indicator:	N
Export Indicator:	N
Discr Quantity Indicator:	N
Discr Type Indicator:	N
Discr Residue Indicator:	N
Discr Partial Reject Indicator:	N
Discr Full Reject Indicator:	N
Manifest Ref Number:	Not reported
Alt Facility RCRA ID:	Not reported
Alt Facility Sign Date:	Not reported
MGMT Method Type Code:	H020
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Waste Code:	Not reported
Quantity:	260
Units:	P - Pounds
Number of Containers:	2
Container Type:	DM - Metal drums, barrels
Handling Method:	R Material recovery of more than 75 percent of the total material.
Specific Gravity:	1
Waste Code:	F002
Waste Code 1_2:	D039
Waste Code 1_3:	Not reported
Waste Code 1_4:	Not reported
Waste Code 1_5:	Not reported
Waste Code 1_6:	Not reported

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128 **BARTOW CLEANERS-CO-OP CITY** **NY SHWS** **S118950562**
NNE **2049 BARTOW AVENUE** **N/A**
1/2-1 **BRONX, NY 10475**
0.591 mi.
3120 ft.

Relative:
Higher

Actual:
9 ft.

SHWS:

Name:	BARTOW CLEANERS-CO-OP CITY
Address:	2049 BARTOW AVENUE
City,State,Zip:	BRONX, NY 10475
Program:	HW
Site Code:	466820
Classification:	P

BARTOW CLEANERS-CO-OP CITY (Continued) **S118950562**

Region: 2
Acres: Not reported
HW Code: 203064
Record Add: 07/23/2012
Record Upd: 03/03/2020
Updated By: JHOCONNE
Site Description: "Site Description: Location: The site is located in the Baychester section of the Bronx and is bounded on the south by Bartow Avenue, to the north by Asch Loop, and to the east and west by high rise residential buildings. Site Features: The 583,200 square foot lot contains 3 one-story commercial buildings. The dry cleaner occupies one unit in one of the buildings. Other uses in the buildings include restaurants, a bank, a liquor store and a pharmacy. Current Zoning/Use(s): The Site is zoned C4-3 commercial with R6 overlay. Historical Use(s): Originally wetlands, the site was filled to allow for development in the late 1950s. The site was formerly home to the Freedomland amusement park from 1960 to 1964. In 1966, construction of Co-op City began. Bartow Cleaners has operated at the site since 1979. Site Geology and Hydrogeology: Borings identified shallow fill, as evidenced by some cinders and brick fragments, brown and tan fine sand, with varying amounts of gravel. Groundwater occurs at approximately 3 feet below the top of the concrete floor slabs in the interior soil borings, and approximately 12 feet below grade in the exterior soil borings."
Env Problem: "Nature and Extent of Contamination: A Site Characterization was completed in 2014. Soil, groundwater, sub-slab, indoor air, and ambient air samples were collected and analyzed for volatile organic compounds (VOCs). Soil: Three shallow soil samples were collected for analysis. Detectable concentrations of PCE, toluene and 2-butanone were found, though none of the VOC compounds exceeded the Unrestricted Use Soil Cleanup Objectives. Groundwater - Analyses of groundwater did not identify any VOCs above groundwater standards. Soil Vapor: In 2012, soil vapor sampling was done and PCE was detected at concentrations up to 13,700 mcg/m3 and TCE was detected at concentrations up to 2881 mcg/m3. Additional samples taken in 2013 had concentrations of PCE up to 2780 mcg/m3 and TCE up to 264 mcg/m3. An SSDS was installed in 2013 and activated in January 2014 and is continues to operate to depressurize the building slab. "
Health Problem: "As information for this site becomes available, it will be reviewed by the NYSDOH to determine if site contamination presents public health exposure concerns."
Dump: Not reported
Structure: Not reported
Lagoon: Not reported
Landfill: Not reported
Pond: Not reported
Disp Start: Not reported
Disp Term: Not reported
Lat/Long: Not reported
Dell: Not reported
Record Add: Not reported
Record Upd: Not reported
Updated By: Not reported
Own Op: 1
Sub Type: E
Owner Name: Not reported
Owner Company: Riverbay Corporation

BARTOW CLEANERS-CO-OP CITY (Continued) **S118950562**

Owner Address: 2049 Bartow Avenue
Owner Addr2: Not reported
Owner City,St,Zip: Bronx, NY 10475
Owner Country: United States of America
Own Op: 4
Sub Type: E
Owner Name: Tae Sik Park
Owner Company: T.S.P. Cleaners, Inc.
Owner Address: 2039 Bartow Avenue
Owner Addr2: Not reported
Owner City,St,Zip: Bronx, NY 10475-4613
Owner Country: United States of America
Own Op: 1
Sub Type: NNN
Owner Name: Not reported
Owner Company: DOLLAR SAVINGS BANK O
Owner Address: 2051 BARTOW AVENUE
Owner Addr2: Not reported
Owner City,St,Zip: BRONX, NY 10475
Owner Country: United States of America
HW Code: Not reported
Waste Type: Not reported
Waste Quantity: Not reported
Waste Code: Not reported
Crossref ID: Not reported
Cross Ref Type Code: Not reported
Cross Ref Type: Not reported
Record Added Date: Not reported
Record Updated: Not reported
Updated By: Not reported

129
NNE
1/2-1
0.694 mi.
3663 ft.

MISS PENNY CLEANERS-CO-OP CITY
173 DREISER LOOP
BRONX, NY 10475

NY SHWS **S106435311**
NY DRYCLEANERS **N/A**

Relative:
Higher

Actual:
8 ft.

SHWS:
Name: MISS PENNY CLEANERS-CO-OP CITY
Address: 173 DREISER LOOP
City,State,Zip: BRONX, NY 10475
Program: HW
Site Code: 466823
Classification: N
Region: 2
Acres: 0.029
HW Code: 203065
Record Add: 07/23/2012
Record Upd: 02/22/2019
Updated By: JHOCONNE
Site Description: "Site Description: Location: The site is located at 173 Dreiser Loop in the Baychester section of the Bronx and is bounded on the south by Dreiser Loop South, to the north by Co-op City Blvd., to the east by Dreiser Loop East and to the west by Dreiser Loop West. Site Features: The dry cleaner occupies a 0.029-acre unit in the commercial building within the 6.49-acre Co-op City property. Other uses in the commercial building include a bank, a grocery store, a pizzeria and a community center. High-rise residential towers are

MISS PENNY CLEANERS-CO-OP CITY (Continued) **S106435311**

located across the street from the site to the west. Current Zoning: The site is zoned C4-3 for commercial use. Historical Use: Originally wetlands, the site was formerly home to the Freedomland amusement park from 1960 to 1964. In 1966, construction of Co-op City began. The dry cleaner has operated at the site since 1977. Site Geology and Hydrogeology: Site Characterization borings identified shallow fill, as evidenced by some cinders and brick fragments, brown and tan fine sand, with varying amounts of gravel. Groundwater occurs at approximately 3 feet below the top of the concrete floor slabs in the interior soil borings, and approximately 12 feet below grade in the exterior soil borings."

Env Problem:	"Results of the Site Characterization indicate that the contaminants of concern were Volatile Organic Compounds (VOCs), specifically tetrachlorethylene and trichloroethylene (PCE and TCE). Soil - VOCs were detected at concentrations below their respective Unrestricted Use Soil Cleanup Objective (UUSCOs) in all soil samples taken. PCE was detected at a maximum concentration of .001 parts per million (ppm), compared to the UUSCO of 1.3 ppm. TCE was detected at a maximum concentration of .001 ppm, compared to the UUSCO of 0.47 ppm. Groundwater - Analyses of groundwater did not identify any VOCs above the applicable groundwater standards. Soil vapor and indoor air - PCE and TCE were detected sub slab vapor samples and indoor air samples; however, in three rounds of sampling, there was no evidence that soil vapor intrusion was occurring. In sub-slab soil vapor, PCE was detected up to 56 micrograms per cubic meter (ug/m3) and TCE was detected up to 16 ug/m3. NYSDEC, in consultation with the NYS Department of Health, has determined that the site does not qualify for placement on the registry of Inactive Hazardous Waste Disposal Sites."
Health Problem:	""
Dump:	Not reported
Structure:	Not reported
Lagoon:	Not reported
Landfill:	Not reported
Pond:	Not reported
Disp Start:	Not reported
Disp Term:	Not reported
Lat/Long:	Not reported
Dell:	Not reported
Record Add:	Not reported
Record Upd:	Not reported
Updated By:	Not reported
Own Op:	1
Sub Type:	E
Owner Name:	Noelle Ellison
Owner Company:	Riverbay Corporation
Owner Address:	2049 Bartow Avenue
Owner Addr2:	Not reported
Owner City,St,Zip:	Bronx, NY 10475
Owner Country:	United States of America
Own Op:	4
Sub Type:	E
Owner Name:	Keesik Park
Owner Company:	Gamit Cleaners, Inc.
Owner Address:	173 Dreiser Loop
Owner Addr2:	Not reported
Owner City,St,Zip:	Bronx, NY 10475-2788

MISS PENNY CLEANERS-CO-OP CITY (Continued) **S106435311**

Owner Country: United States of America
HW Code: Not reported
Waste Type: Not reported
Waste Quantity: Not reported
Waste Code: Not reported
Crossref ID: Not reported
Cross Ref Type Code: Not reported
Cross Ref Type: Not reported
Record Added Date: Not reported
Record Updated: Not reported
Updated By: Not reported

DRYCLEANERS:
Name: MISS PENNY DRY CLEANERS
Address: 173 DREISER LOOP
City,State,Zip: BRONX, NY 10475 2788
Facility ID: 2-6003-00116
Phone Number: 7183793988
Region: Not reported
Registration Effective Date: 2002-05-16 16:04:53
Inspection Date: 2000-09-07 09:30:00
Install Date: Not reported
Expiration Date: 04/10/2014
Removal Date: Not reported
Drop Shop: Not reported
Shutdown: Not reported
Alternate Solvent: Perchloroethylene; CAS 127-18-4
Current Business: Not reported

Name: MISS PENNY DRY CLEANERS
Address: 173 DREISER LOOP
City,State,Zip: BRONX, NY 10475 2788
Facility ID: 2-6003-00116
Phone Number: 7183793988
Region: Not reported
Registration Effective Date: 2015-06-17 14:56:50
Inspection Date: 2000-09-07 09:30:00
Install Date: Not reported
Expiration Date: 06/18/2025
Removal Date: Not reported
Drop Shop: Not reported
Shutdown: Not reported
Alternate Solvent: Perchloroethylene; CAS 127-18-4
Current Business: Not reported

Name: MISS PENNY DRY CLEANERS
Address: 173 DREISER LOOP
City,State,Zip: BRONX, NY 10475 2788
Facility ID: 2-6003-00116
Phone Number: 7183793988
Region: Not reported
Registration Effective Date: 2002-05-16 16:04:53
Inspection Date: 2001-08-30 09:00:00
Install Date: Not reported
Expiration Date: 04/10/2014
Removal Date: Not reported
Drop Shop: Not reported

MISS PENNY CLEANERS-CO-OP CITY (Continued) **S106435311**

Shutdown: Not reported
Alternate Solvent: Perchloroethylene; CAS 127-18-4
Current Business: Not reported

Name: MISS PENNY DRY CLEANERS
Address: 173 DREISER LOOP
City,State,Zip: BRONX, NY 10475 2788
Facility ID: 2-6003-00116
Phone Number: 7183793988
Region: Not reported
Registration Effective Date: 2015-06-17 14:56:50
Inspection Date: 2001-08-30 09:00:00
Install Date: Not reported
Expiration Date: 06/18/2025
Removal Date: Not reported
Drop Shop: Not reported
Shutdown: Not reported
Alternate Solvent: Perchloroethylene; CAS 127-18-4
Current Business: Not reported

Name: MISS PENNY DRY CLEANERS
Address: 173 DREISER LOOP
City,State,Zip: BRONX, NY 10475 2788
Facility ID: 2-6003-00116
Phone Number: 7183793988
Region: Not reported
Registration Effective Date: 2002-05-16 16:04:53
Inspection Date: 2002-08-30 14:30:00
Install Date: Not reported
Expiration Date: 04/10/2014
Removal Date: Not reported
Drop Shop: Not reported
Shutdown: Not reported
Alternate Solvent: Perchloroethylene; CAS 127-18-4
Current Business: Not reported

Name: MISS PENNY DRY CLEANERS
Address: 173 DREISER LOOP
City,State,Zip: BRONX, NY 10475 2788
Facility ID: 2-6003-00116
Phone Number: 7183793988
Region: Not reported
Registration Effective Date: 2015-06-17 14:56:50
Inspection Date: 2002-08-30 14:30:00
Install Date: Not reported
Expiration Date: 06/18/2025
Removal Date: Not reported
Drop Shop: Not reported
Shutdown: Not reported
Alternate Solvent: Perchloroethylene; CAS 127-18-4
Current Business: Not reported

Name: MISS PENNY DRY CLEANERS
Address: 173 DREISER LOOP
City,State,Zip: BRONX, NY 10475 2788
Facility ID: 2-6003-00116
Phone Number: 7183793988

MISS PENNY CLEANERS-CO-OP CITY (Continued) **S106435311**

Region: Not reported
Registration Effective Date: 2002-05-16 16:04:53
Inspection Date: 2003-08-29 11:00:00
Install Date: Not reported
Expiration Date: 04/10/2014
Removal Date: Not reported
Drop Shop: Not reported
Shutdown: Not reported
Alternate Solvent: Perchloroethylene; CAS 127-18-4
Current Business: Not reported

Name: MISS PENNY DRY CLEANERS
Address: 173 DREISER LOOP
City,State,Zip: BRONX, NY 10475 2788
Facility ID: 2-6003-00116
Phone Number: 7183793988
Region: Not reported
Registration Effective Date: 2015-06-17 14:56:50
Inspection Date: 2003-08-29 11:00:00
Install Date: Not reported
Expiration Date: 06/18/2025
Removal Date: Not reported
Drop Shop: Not reported
Shutdown: Not reported
Alternate Solvent: Perchloroethylene; CAS 127-18-4
Current Business: Not reported

Name: MISS PENNY DRY CLEANERS
Address: 173 DREISER LOOP
City,State,Zip: BRONX, NY 10475 2788
Facility ID: 2-6003-00116
Phone Number: 7183793988
Region: Not reported
Registration Effective Date: 2002-05-16 16:04:53
Inspection Date: 2004-08-27 08:00:00
Install Date: Not reported
Expiration Date: 04/10/2014
Removal Date: Not reported
Drop Shop: Not reported
Shutdown: Not reported
Alternate Solvent: Perchloroethylene; CAS 127-18-4
Current Business: Not reported

Name: MISS PENNY DRY CLEANERS
Address: 173 DREISER LOOP
City,State,Zip: BRONX, NY 10475 2788
Facility ID: 2-6003-00116
Phone Number: 7183793988
Region: Not reported
Registration Effective Date: 2015-06-17 14:56:50
Inspection Date: 2004-08-27 08:00:00
Install Date: Not reported
Expiration Date: 06/18/2025
Removal Date: Not reported
Drop Shop: Not reported
Shutdown: Not reported
Alternate Solvent: Perchloroethylene; CAS 127-18-4

MISS PENNY CLEANERS-CO-OP CITY (Continued) **S106435311**

Current Business: Not reported

Name: MISS PENNY DRY CLEANERS
Address: 173 DREISER LOOP
City,State,Zip: BRONX, NY 10475 2788
Facility ID: 2-6003-00116
Phone Number: 7183793988
Region: Not reported
Registration Effective Date: 2002-05-16 16:04:53
Inspection Date: 2005-08-25 11:00:00
Install Date: Not reported
Expiration Date: 04/10/2014
Removal Date: Not reported
Drop Shop: Not reported
Shutdown: Not reported
Alternate Solvent: Perchloroethylene; CAS 127-18-4
Current Business: Not reported

Name: MISS PENNY DRY CLEANERS
Address: 173 DREISER LOOP
City,State,Zip: BRONX, NY 10475 2788
Facility ID: 2-6003-00116
Phone Number: 7183793988
Region: Not reported
Registration Effective Date: 2015-06-17 14:56:50
Inspection Date: 2005-08-25 11:00:00
Install Date: Not reported
Expiration Date: 06/18/2025
Removal Date: Not reported
Drop Shop: Not reported
Shutdown: Not reported
Alternate Solvent: Perchloroethylene; CAS 127-18-4
Current Business: Not reported

Name: MISS PENNY DRY CLEANERS
Address: 173 DREISER LOOP
City,State,Zip: BRONX, NY 10475 2788
Facility ID: 2-6003-00116
Phone Number: 7183793988
Region: Not reported
Registration Effective Date: 2002-05-16 16:04:53
Inspection Date: 2006-08-11 11:00:00
Install Date: Not reported
Expiration Date: 04/10/2014
Removal Date: Not reported
Drop Shop: Not reported
Shutdown: Not reported
Alternate Solvent: Perchloroethylene; CAS 127-18-4
Current Business: Not reported

Name: MISS PENNY DRY CLEANERS
Address: 173 DREISER LOOP
City,State,Zip: BRONX, NY 10475 2788
Facility ID: 2-6003-00116
Phone Number: 7183793988
Region: Not reported
Registration Effective Date: 2015-06-17 14:56:50

MISS PENNY CLEANERS-CO-OP CITY (Continued) **S106435311**

Inspection Date:	2006-08-11 11:00:00
Install Date:	Not reported
Expiration Date:	06/18/2025
Removal Date:	Not reported
Drop Shop:	Not reported
Shutdown:	Not reported
Alternate Solvent:	Perchloroethylene; CAS 127-18-4
Current Business:	Not reported

Name:	MISS PENNY DRY CLEANERS
Address:	173 DREISER LOOP
City,State,Zip:	BRONX, NY 10475 2788
Facility ID:	2-6003-00116
Phone Number:	7183793988
Region:	Not reported
Registration Effective Date:	2002-05-16 16:04:53
Inspection Date:	2007-08-30 11:00:00
Install Date:	Not reported
Expiration Date:	04/10/2014
Removal Date:	Not reported
Drop Shop:	Not reported
Shutdown:	Not reported
Alternate Solvent:	Perchloroethylene; CAS 127-18-4
Current Business:	Not reported

Name:	MISS PENNY DRY CLEANERS
Address:	173 DREISER LOOP
City,State,Zip:	BRONX, NY 10475 2788
Facility ID:	2-6003-00116
Phone Number:	7183793988
Region:	Not reported
Registration Effective Date:	2015-06-17 14:56:50
Inspection Date:	2007-08-30 11:00:00
Install Date:	Not reported
Expiration Date:	06/18/2025
Removal Date:	Not reported
Drop Shop:	Not reported
Shutdown:	Not reported
Alternate Solvent:	Perchloroethylene; CAS 127-18-4
Current Business:	Not reported

Name:	MISS PENNY DRY CLEANERS
Address:	173 DREISER LOOP
City,State,Zip:	BRONX, NY 10475 2788
Facility ID:	2-6003-00116
Phone Number:	7183793988
Region:	Not reported
Registration Effective Date:	2002-05-16 16:04:53
Inspection Date:	2008-08-08 11:00:00
Install Date:	Not reported
Expiration Date:	04/10/2014
Removal Date:	Not reported
Drop Shop:	Not reported
Shutdown:	Not reported
Alternate Solvent:	Perchloroethylene; CAS 127-18-4
Current Business:	Not reported

MISS PENNY CLEANERS-CO-OP CITY (Continued) **S106435311**

Name:	MISS PENNY DRY CLEANERS
Address:	173 DREISER LOOP
City,State,Zip:	BRONX, NY 10475 2788
Facility ID:	2-6003-00116
Phone Number:	7183793988
Region:	Not reported
Registration Effective Date:	2015-06-17 14:56:50
Inspection Date:	2008-08-08 11:00:00
Install Date:	Not reported
Expiration Date:	06/18/2025
Removal Date:	Not reported
Drop Shop:	Not reported
Shutdown:	Not reported
Alternate Solvent:	Perchloroethylene; CAS 127-18-4
Current Business:	Not reported

Name:	MISS PENNY DRY CLEANERS
Address:	173 DREISER LOOP
City,State,Zip:	BRONX, NY 10475 2788
Facility ID:	2-6003-00116
Phone Number:	7183793988
Region:	Not reported
Registration Effective Date:	2002-05-16 16:04:53
Inspection Date:	2013-08-06 07:50:00
Install Date:	Not reported
Expiration Date:	04/10/2014
Removal Date:	Not reported
Drop Shop:	Not reported
Shutdown:	Not reported
Alternate Solvent:	Perchloroethylene; CAS 127-18-4
Current Business:	Not reported

Name:	MISS PENNY DRY CLEANERS
Address:	173 DREISER LOOP
City,State,Zip:	BRONX, NY 10475 2788
Facility ID:	2-6003-00116
Phone Number:	7183793988
Region:	Not reported
Registration Effective Date:	2015-06-17 14:56:50
Inspection Date:	2013-08-06 07:50:00
Install Date:	Not reported
Expiration Date:	06/18/2025
Removal Date:	Not reported
Drop Shop:	Not reported
Shutdown:	Not reported
Alternate Solvent:	Perchloroethylene; CAS 127-18-4
Current Business:	Not reported

Name:	MISS PENNY DRY CLEANERS
Address:	173 DREISER LOOP
City,State,Zip:	BRONX, NY 10475 2788
Facility ID:	2-6003-00116
Phone Number:	7183793988
Region:	Not reported
Registration Effective Date:	2002-05-16 16:04:53
Inspection Date:	2009-08-05 11:00:00
Install Date:	Not reported

MISS PENNY CLEANERS-CO-OP CITY (Continued) **S106435311**

Expiration Date: 04/10/2014
Removal Date: Not reported
Drop Shop: Not reported
Shutdown: Not reported
Alternate Solvent: Perchloroethylene; CAS 127-18-4
Current Business: Not reported

Name: MISS PENNY DRY CLEANERS
Address: 173 DREISER LOOP
City,State,Zip: BRONX, NY 10475 2788
Facility ID: 2-6003-00116
Phone Number: 7183793988
Region: Not reported
Registration Effective Date: 2015-06-17 14:56:50
Inspection Date: 2009-08-05 11:00:00
Install Date: Not reported
Expiration Date: 06/18/2025
Removal Date: Not reported
Drop Shop: Not reported
Shutdown: Not reported
Alternate Solvent: Perchloroethylene; CAS 127-18-4
Current Business: Not reported

Name: MISS PENNY DRY CLEANERS
Address: 173 DREISER LOOP
City,State,Zip: BRONX, NY 10475 2788
Facility ID: 2-6003-00116
Phone Number: 7183793988
Region: Not reported
Registration Effective Date: 2002-05-16 16:04:53
Inspection Date: 2010-08-10 11:00:00
Install Date: Not reported
Expiration Date: 04/10/2014
Removal Date: Not reported
Drop Shop: Not reported
Shutdown: Not reported
Alternate Solvent: Perchloroethylene; CAS 127-18-4
Current Business: Not reported

Name: MISS PENNY DRY CLEANERS
Address: 173 DREISER LOOP
City,State,Zip: BRONX, NY 10475 2788
Facility ID: 2-6003-00116
Phone Number: 7183793988
Region: Not reported
Registration Effective Date: 2015-06-17 14:56:50
Inspection Date: 2010-08-10 11:00:00
Install Date: Not reported
Expiration Date: 06/18/2025
Removal Date: Not reported
Drop Shop: Not reported
Shutdown: Not reported
Alternate Solvent: Perchloroethylene; CAS 127-18-4
Current Business: Not reported

Name: MISS PENNY DRY CLEANERS
Address: 173 DREISER LOOP

MISS PENNY CLEANERS-CO-OP CITY (Continued) **S106435311**

City,State,Zip:	BRONX, NY 10475 2788
Facility ID:	2-6003-00116
Phone Number:	7183793988
Region:	Not reported
Registration Effective Date:	2002-05-16 16:04:53
Inspection Date:	2011-08-02 10:30:00
Install Date:	Not reported
Expiration Date:	04/10/2014
Removal Date:	Not reported
Drop Shop:	Not reported
Shutdown:	Not reported
Alternate Solvent:	Perchloroethylene; CAS 127-18-4
Current Business:	Not reported

Name:	MISS PENNY DRY CLEANERS
Address:	173 DREISER LOOP
City,State,Zip:	BRONX, NY 10475 2788
Facility ID:	2-6003-00116
Phone Number:	7183793988
Region:	Not reported
Registration Effective Date:	2002-05-16 16:04:53
Inspection Date:	2014-04-08 12:00:00
Install Date:	Not reported
Expiration Date:	04/10/2014
Removal Date:	Not reported
Drop Shop:	Not reported
Shutdown:	Not reported
Alternate Solvent:	Perchloroethylene; CAS 127-18-4
Current Business:	Not reported

Name:	MISS PENNY DRY CLEANERS
Address:	173 DREISER LOOP
City,State,Zip:	BRONX, NY 10475 2788
Facility ID:	2-6003-00116
Phone Number:	7183793988
Region:	Not reported
Registration Effective Date:	2015-06-17 14:56:50
Inspection Date:	2014-04-08 12:00:00
Install Date:	Not reported
Expiration Date:	06/18/2025
Removal Date:	Not reported
Drop Shop:	Not reported
Shutdown:	Not reported
Alternate Solvent:	Perchloroethylene; CAS 127-18-4
Current Business:	Not reported

Name:	MISS PENNY DRY CLEANERS
Address:	173 DREISER LOOP
City,State,Zip:	BRONX, NY 10475 2788
Facility ID:	2-6003-00116
Phone Number:	7183793988
Region:	Not reported
Registration Effective Date:	2002-05-16 16:04:53
Inspection Date:	2016-09-21 08:20:00
Install Date:	Not reported
Expiration Date:	04/10/2014
Removal Date:	Not reported

MISS PENNY CLEANERS-CO-OP CITY (Continued) **S106435311**

Drop Shop: Not reported
Shutdown: Not reported
Alternate Solvent: Perchloroethylene; CAS 127-18-4
Current Business: Not reported

Name: MISS PENNY DRY CLEANERS
Address: 173 DREISER LOOP
City,State,Zip: BRONX, NY 10475 2788
Facility ID: 2-6003-00116
Phone Number: 7183793988
Region: Not reported
Registration Effective Date: 2015-06-17 14:56:50
Inspection Date: 2016-09-21 08:20:00
Install Date: Not reported
Expiration Date: 06/18/2025
Removal Date: Not reported
Drop Shop: Not reported
Shutdown: Not reported
Alternate Solvent: Perchloroethylene; CAS 127-18-4
Current Business: Not reported

Name: MISS PENNY DRY CLEANERS
Address: 173 DREISER LOOP
City,State,Zip: BRONX, NY 10475 2788
Facility ID: 2-6003-00116
Phone Number: 7183793988
Region: Not reported
Registration Effective Date: 2002-05-16 16:04:53
Inspection Date: 2015-09-18 09:00:00
Install Date: Not reported
Expiration Date: 04/10/2014
Removal Date: Not reported
Drop Shop: Not reported
Shutdown: Not reported
Alternate Solvent: Perchloroethylene; CAS 127-18-4
Current Business: Not reported

Name: MISS PENNY DRY CLEANERS
Address: 173 DREISER LOOP
City,State,Zip: BRONX, NY 10475 2788
Facility ID: 2-6003-00116
Phone Number: 7183793988
Region: Not reported
Registration Effective Date: 2015-06-17 14:56:50
Inspection Date: 2015-09-18 09:00:00
Install Date: Not reported
Expiration Date: 06/18/2025
Removal Date: Not reported
Drop Shop: Not reported
Shutdown: Not reported
Alternate Solvent: Perchloroethylene; CAS 127-18-4
Current Business: Not reported

Name: MISS PENNY DRY CLEANERS
Address: 173 DREISER LOOP
City,State,Zip: BRONX, NY 10475 2788
Facility ID: 2-6003-00116

MISS PENNY CLEANERS-CO-OP CITY (Continued) **S106435311**

Phone Number: 7183793988
Region: Not reported
Registration Effective Date: 2002-05-16 16:04:53
Inspection Date: 2017-09-20 08:00:00
Install Date: Not reported
Expiration Date: 04/10/2014
Removal Date: Not reported
Drop Shop: Not reported
Shutdown: Not reported
Alternate Solvent: Perchloroethylene; CAS 127-18-4
Current Business: Not reported

Name: MISS PENNY DRY CLEANERS
Address: 173 DREISER LOOP
City,State,Zip: BRONX, NY 10475 2788
Facility ID: 2-6003-00116
Phone Number: 7183793988
Region: Not reported
Registration Effective Date: 2015-06-17 14:56:50
Inspection Date: 2017-09-20 08:00:00
Install Date: Not reported
Expiration Date: 06/18/2025
Removal Date: Not reported
Drop Shop: Not reported
Shutdown: Not reported
Alternate Solvent: Perchloroethylene; CAS 127-18-4
Current Business: Not reported

Name: MISS PENNY DRY CLEANERS
Address: 173 DREISER LOOP
City,State,Zip: BRONX, NY 10475 2788
Facility ID: 2-6003-00116
Phone Number: 7183793988
Region: Not reported
Registration Effective Date: 2002-05-16 16:04:53
Inspection Date: 2018-09-19 07:40:00
Install Date: Not reported
Expiration Date: 04/10/2014
Removal Date: Not reported
Drop Shop: Not reported
Shutdown: Not reported
Alternate Solvent: Perchloroethylene; CAS 127-18-4
Current Business: Not reported

Name: MISS PENNY DRY CLEANERS
Address: 173 DREISER LOOP
City,State,Zip: BRONX, NY 10475 2788
Facility ID: 2-6003-00116
Phone Number: 7183793988
Region: Not reported
Registration Effective Date: 2015-06-17 14:56:50
Inspection Date: 2018-09-19 07:40:00
Install Date: Not reported
Expiration Date: 06/18/2025
Removal Date: Not reported
Drop Shop: Not reported
Shutdown: Not reported

MISS PENNY CLEANERS-CO-OP CITY (Continued) **S106435311**

Alternate Solvent: Perchloroethylene; CAS 127-18-4
Current Business: Not reported

Name: MISS PENNY DRY CLEANERS
Address: 173 DREISER LOOP
City,State,Zip: BRONX, NY 10475 2788
Facility ID: 2-6003-00116
Phone Number: 7183793988
Region: Not reported
Registration Effective Date: 2002-05-16 16:04:53
Inspection Date: 2019-09-16 08:20:00
Install Date: Not reported
Expiration Date: 04/10/2014
Removal Date: Not reported
Drop Shop: Not reported
Shutdown: Not reported
Alternate Solvent: Perchloroethylene; CAS 127-18-4
Current Business: Not reported

Name: MISS PENNY DRY CLEANERS
Address: 173 DREISER LOOP
City,State,Zip: BRONX, NY 10475 2788
Facility ID: 2-6003-00116
Phone Number: 7183793988
Region: Not reported
Registration Effective Date: 2015-06-17 14:56:50
Inspection Date: 2019-09-16 08:20:00
Install Date: Not reported
Expiration Date: 06/18/2025
Removal Date: Not reported
Drop Shop: Not reported
Shutdown: Not reported
Alternate Solvent: Perchloroethylene; CAS 127-18-4
Current Business: Not reported

Name: MISS PENNY DRY CLEANERS
Address: 173 DREISER LOOP
City,State,Zip: BRONX, NY 10475 2788
Facility ID: 2-6003-00116
Phone Number: 7183793988
Region: Not reported
Registration Effective Date: 2002-05-16 16:04:53
Inspection Date: 2020-11-20 10:20:00
Install Date: Not reported
Expiration Date: 04/10/2014
Removal Date: Not reported
Drop Shop: Not reported
Shutdown: Not reported
Alternate Solvent: Perchloroethylene; CAS 127-18-4
Current Business: Not reported

Name: MISS PENNY DRY CLEANERS
Address: 173 DREISER LOOP
City,State,Zip: BRONX, NY 10475 2788
Facility ID: 2-6003-00116
Phone Number: 7183793988
Region: Not reported

MISS PENNY CLEANERS-CO-OP CITY (Continued) **S106435311**

Registration Effective Date:	2015-06-17 14:56:50
Inspection Date:	2020-11-20 10:20:00
Install Date:	Not reported
Expiration Date:	06/18/2025
Removal Date:	Not reported
Drop Shop:	Not reported
Shutdown:	Not reported
Alternate Solvent:	Perchloroethylene; CAS 127-18-4
Current Business:	Not reported

Name:	MISS PENNY DRY CLEANERS
Address:	173 DREISER LOOP
City,State,Zip:	BRONX, NY 10475 2788
Facility ID:	2-6003-00116
Phone Number:	7183793988
Region:	Not reported
Registration Effective Date:	2015-06-17 14:56:50
Inspection Date:	2011-08-02 10:30:00
Install Date:	Not reported
Expiration Date:	06/18/2025
Removal Date:	Not reported
Drop Shop:	Not reported
Shutdown:	Not reported
Alternate Solvent:	Perchloroethylene; CAS 127-18-4
Current Business:	Not reported

Name:	MISS PENNY DRY CLEANERS
Address:	173 DREISER LOOP
City,State,Zip:	BRONX, NY 10475 2788
Facility ID:	2-6003-00116
Phone Number:	7183793988
Region:	Not reported
Registration Effective Date:	2002-05-16 16:04:53
Inspection Date:	2012-08-08 07:55:00
Install Date:	Not reported
Expiration Date:	04/10/2014
Removal Date:	Not reported
Drop Shop:	Not reported
Shutdown:	Not reported
Alternate Solvent:	Perchloroethylene; CAS 127-18-4
Current Business:	Not reported

Name:	MISS PENNY DRY CLEANERS
Address:	173 DREISER LOOP
City,State,Zip:	BRONX, NY 10475 2788
Facility ID:	2-6003-00116
Phone Number:	7183793988
Region:	Not reported
Registration Effective Date:	2015-06-17 14:56:50
Inspection Date:	2012-08-08 07:55:00
Install Date:	Not reported
Expiration Date:	06/18/2025
Removal Date:	Not reported
Drop Shop:	Not reported
Shutdown:	Not reported
Alternate Solvent:	Perchloroethylene; CAS 127-18-4
Current Business:	Not reported

Count: 13 records. ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)
BRONX	S126022743	CO-OP CITY SOUTH OF BARTOW STREET	BARTOW AVE, BAYCHESTER AVE, HU		NY SWF/LF
BRONX	S126023159	HUTCH PKWY AND BRUCKNER EXPWY	BLOCK 4111, LOT 123 AND 134 UN		NY SWF/LF
BRONX	S126023831	SPLIT ROCK	BOUNDED BY NY/NEW HAVEN RAILRO		NY SWF/LF
BRONX	S126022878	EAST 145TH STREET AND EAST RIVER	BRUCKNER EXPY, E 141ST ST., E		NY SWF/LF
BRONX	S126023841	ST. RAYMOND'S, CROSS BRONX, HUTCH,	CROSS BRONX PKWY, WESTCHESTER		NY SWF/LF
BRONX	S126022527	ALLERTON AVE (GIVANS CREEK)	GRACE AVE, ALLERTON AVE, WICKH		NY SWF/LF
BRONX	S126023074	HAFFEN PARK	GUNTHER AVE, BURKE AVE, ELY AV		NY SWF/LF
BRONX	S126023070	GUNTHER AVE	GUNTHER AVE, MACE AVE, LODOVIC		NY SWF/LF
BRONX	S126023821	SOUTHERN BLVD. AND LONGWOOD AVE.	LONGWOOD AVE, LAFAYETTE AVE, B		NY SWF/LF
BRONX	S126023912	TILLOTSON AVE	NEW ENGLAND THRUWAY, HUNTER AV		NY SWF/LF
BRONX	S126023617	POLICE PISTOL RANGE	RODMAN'S NECK BETWEEN WESTCHES		NY SWF/LF
BRONX	S126024142	ZEREGA AVE, CROSS BRONX EXPWY, WES	SHORELINE OF WESTCHESTER CREEK		NY SWF/LF
BRONX	S126023069	GUN HILL ROAD AND BARNES AVE	TILDEN ST, BARNES AVE, GUN HIL		NY SWF/LF

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

To maintain currency of the following federal and state databases, EDR contacts the appropriate governmental agency on a monthly or quarterly basis, as required.

Number of Days to Update: Provides confirmation that EDR is reporting records that have been updated within 90 days from the date the government agency made the information available to the public.

STANDARD ENVIRONMENTAL RECORDS

Lists of Federal NPL (Superfund) sites

NPL: National Priority List

National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC) and regional EPA offices.

Date of Government Version: 10/27/2022
Date Data Arrived at EDR: 11/01/2022
Date Made Active in Reports: 11/15/2022
Number of Days to Update: 14

Source: EPA
Telephone: N/A
Last EDR Contact: 02/03/2023
Next Scheduled EDR Contact: 04/10/2023
Data Release Frequency: Quarterly

NPL Site Boundaries

Sources:

EPA's Environmental Photographic Interpretation Center (EPIC)
Telephone: 202-564-7333

EPA Region 1
Telephone 617-918-1143

EPA Region 3
Telephone 215-814-5418

EPA Region 4
Telephone 404-562-8033

EPA Region 5
Telephone 312-886-6686

EPA Region 10
Telephone 206-553-8665

EPA Region 6
Telephone: 214-655-6659

EPA Region 7
Telephone: 913-551-7247

EPA Region 8
Telephone: 303-312-6774

EPA Region 9
Telephone: 415-947-4246

Proposed NPL: Proposed National Priority List Sites

A site that has been proposed for listing on the National Priorities List through the issuance of a proposed rule in the Federal Register. EPA then accepts public comments on the site, responds to the comments, and places on the NPL those sites that continue to meet the requirements for listing.

Date of Government Version: 10/27/2022
Date Data Arrived at EDR: 11/01/2022
Date Made Active in Reports: 11/15/2022
Number of Days to Update: 14

Source: EPA
Telephone: N/A
Last EDR Contact: 02/02/2023
Next Scheduled EDR Contact: 04/10/2023
Data Release Frequency: Quarterly

NPL LIENS: Federal Superfund Liens

Federal Superfund Liens. Under the authority granted the USEPA by CERCLA of 1980, the USEPA has the authority to file liens against real property in order to recover remedial action expenditures or when the property owner received notification of potential liability. USEPA compiles a listing of filed notices of Superfund Liens.

Date of Government Version: 10/15/1991
Date Data Arrived at EDR: 02/02/1994
Date Made Active in Reports: 03/30/1994
Number of Days to Update: 56

Source: EPA
Telephone: 202-564-4267
Last EDR Contact: 08/15/2011
Next Scheduled EDR Contact: 11/28/2011
Data Release Frequency: No Update Planned

Lists of Federal Delisted NPL sites

Delisted NPL: National Priority List Deletions

The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate.

Date of Government Version: 10/27/2022
Date Data Arrived at EDR: 11/01/2022
Date Made Active in Reports: 11/15/2022
Number of Days to Update: 14

Source: EPA
Telephone: N/A
Last EDR Contact: 02/02/2023
Next Scheduled EDR Contact: 04/10/2023
Data Release Frequency: Quarterly

Lists of Federal sites subject to CERCLA removals and CERCLA orders

FEDERAL FACILITY: Federal Facility Site Information listing

A listing of National Priority List (NPL) and Base Realignment and Closure (BRAC) sites found in the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) Database where EPA Federal Facilities Restoration and Reuse Office is involved in cleanup activities.

Date of Government Version: 08/25/2022
Date Data Arrived at EDR: 09/06/2022
Date Made Active in Reports: 12/05/2022
Number of Days to Update: 90

Source: Environmental Protection Agency
Telephone: 703-603-8704
Last EDR Contact: 12/21/2022
Next Scheduled EDR Contact: 04/10/2023
Data Release Frequency: Varies

SEMS: Superfund Enterprise Management System

SEMS (Superfund Enterprise Management System) tracks hazardous waste sites, potentially hazardous waste sites, and remedial activities performed in support of EPA's Superfund Program across the United States. The list was formerly know as CERCLIS, renamed to SEMS by the EPA in 2015. The list contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). This dataset also contains sites which are either proposed to or on the National Priorities List (NPL) and the sites which are in the screening and assessment phase for possible inclusion on the NPL.

Date of Government Version: 10/27/2022
Date Data Arrived at EDR: 11/01/2022
Date Made Active in Reports: 11/15/2022
Number of Days to Update: 14

Source: EPA
Telephone: 800-424-9346
Last EDR Contact: 02/02/2023
Next Scheduled EDR Contact: 04/24/2023
Data Release Frequency: Quarterly

Lists of Federal CERCLA sites with NFRAP

SEMS-ARCHIVE: Superfund Enterprise Management System Archive

SEMS-ARCHIVE (Superfund Enterprise Management System Archive) tracks sites that have no further interest under the Federal Superfund Program based on available information. The list was formerly known as the CERCLIS-NFRAP, renamed to SEMS ARCHIVE by the EPA in 2015. EPA may perform a minimal level of assessment work at a site while it is archived if site conditions change and/or new information becomes available. Archived sites have been removed and archived from the inventory of SEMS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list the site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. The decision does not necessarily mean that there is no hazard associated with a given site; it only means that. based upon available information, the location is not judged to be potential NPL site.

Date of Government Version: 10/27/2022
Date Data Arrived at EDR: 11/01/2022
Date Made Active in Reports: 11/15/2022
Number of Days to Update: 14

Source: EPA
Telephone: 800-424-9346
Last EDR Contact: 02/02/2023
Next Scheduled EDR Contact: 04/24/2023
Data Release Frequency: Quarterly

Lists of Federal RCRA facilities undergoing Corrective Action

CORRACTS: Corrective Action Report

CORRACTS identifies hazardous waste handlers with RCRA corrective action activity.

Date of Government Version: 11/21/2022
Date Data Arrived at EDR: 11/21/2022
Date Made Active in Reports: 12/05/2022
Number of Days to Update: 14

Source: EPA
Telephone: 800-424-9346
Last EDR Contact: 12/21/2022
Next Scheduled EDR Contact: 04/03/2023
Data Release Frequency: Quarterly

Lists of Federal RCRA TSD facilities

RCRA-TSDF: RCRA - Treatment, Storage and Disposal

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Transporters are individuals or entities that move hazardous waste from the generator offsite to a facility that can recycle, treat, store, or dispose of the waste. TSDFs treat, store, or dispose of the waste.

Date of Government Version: 11/21/2022
Date Data Arrived at EDR: 11/21/2022
Date Made Active in Reports: 12/05/2022
Number of Days to Update: 14

Source: Environmental Protection Agency
Telephone: (212) 637-3660
Last EDR Contact: 12/21/2022
Next Scheduled EDR Contact: 04/03/2023
Data Release Frequency: Quarterly

Lists of Federal RCRA generators

RCRA-LQG: RCRA - Large Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month.

Date of Government Version: 11/21/2022
Date Data Arrived at EDR: 11/21/2022
Date Made Active in Reports: 12/05/2022
Number of Days to Update: 14

Source: Environmental Protection Agency
Telephone: (212) 637-3660
Last EDR Contact: 12/21/2022
Next Scheduled EDR Contact: 04/03/2023
Data Release Frequency: Quarterly

RCRA-SQG: RCRA - Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.

Date of Government Version: 11/21/2022
Date Data Arrived at EDR: 11/21/2022
Date Made Active in Reports: 12/05/2022
Number of Days to Update: 14

Source: Environmental Protection Agency
Telephone: (212) 637-3660
Last EDR Contact: 12/21/2022
Next Scheduled EDR Contact: 04/03/2023
Data Release Frequency: Quarterly

RCRA-VSQG: RCRA - Very Small Quantity Generators (Formerly Conditionally Exempt Small Quantity Generators)

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Very small quantity generators (VSQGs) generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month.

Date of Government Version: 11/21/2022
Date Data Arrived at EDR: 11/21/2022
Date Made Active in Reports: 12/05/2022
Number of Days to Update: 14

Source: Environmental Protection Agency
Telephone: (212) 637-3660
Last EDR Contact: 12/21/2022
Next Scheduled EDR Contact: 04/03/2023
Data Release Frequency: Quarterly

Federal institutional controls / engineering controls registries

LUCIS: Land Use Control Information System

LUCIS contains records of land use control information pertaining to the former Navy Base Realignment and Closure properties.

Date of Government Version: 11/02/2022
Date Data Arrived at EDR: 11/08/2022
Date Made Active in Reports: 01/10/2023
Number of Days to Update: 63

Source: Department of the Navy
Telephone: 843-820-7326
Last EDR Contact: 02/03/2023
Next Scheduled EDR Contact: 05/22/2023
Data Release Frequency: Varies

US ENG CONTROLS: Engineering Controls Sites List

A listing of sites with engineering controls in place. Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health.

Date of Government Version: 10/27/2022
Date Data Arrived at EDR: 11/16/2022
Date Made Active in Reports: 02/09/2023
Number of Days to Update: 85

Source: Environmental Protection Agency
Telephone: 703-603-0695
Last EDR Contact: 11/16/2022
Next Scheduled EDR Contact: 03/06/2023
Data Release Frequency: Varies

US INST CONTROLS: Institutional Controls Sites List

A listing of sites with institutional controls in place. Institutional controls include administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation care requirements intended to prevent exposure to contaminants remaining on site. Deed restrictions are generally required as part of the institutional controls.

Date of Government Version: 10/27/2022
Date Data Arrived at EDR: 11/16/2022
Date Made Active in Reports: 02/09/2023
Number of Days to Update: 85

Source: Environmental Protection Agency
Telephone: 703-603-0695
Last EDR Contact: 11/16/2022
Next Scheduled EDR Contact: 03/06/2023
Data Release Frequency: Varies

Federal ERNS list

ERNS: Emergency Response Notification System

Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances.

Date of Government Version: 12/12/2022
Date Data Arrived at EDR: 12/14/2022
Date Made Active in Reports: 12/19/2022
Number of Days to Update: 5

Source: National Response Center, United States Coast Guard
Telephone: 202-267-2180
Last EDR Contact: 12/14/2022
Next Scheduled EDR Contact: 04/03/2023
Data Release Frequency: Quarterly

Lists of state- and tribal hazardous waste facilities

SHWS: Inactive Hazardous Waste Disposal Sites in New York State

Referred to as the State Superfund Program, the Inactive Hazardous Waste Disposal Site Remedial Program is the cleanup program for inactive hazardous waste sites and now includes hazardous substance sites

Date of Government Version: 11/07/2022
Date Data Arrived at EDR: 11/07/2022
Date Made Active in Reports: 01/27/2023
Number of Days to Update: 81

Source: Department of Environmental Conservation
Telephone: 518-402-9622
Last EDR Contact: 02/07/2023
Next Scheduled EDR Contact: 05/22/2023
Data Release Frequency: Annually

Lists of state and tribal landfills and solid waste disposal facilities

SWF/LF: Facility Register

Solid Waste Facilities/Landfill Sites. SWF/LF type records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites.

Date of Government Version: 12/21/2022
Date Data Arrived at EDR: 12/22/2022
Date Made Active in Reports: 12/30/2022
Number of Days to Update: 8

Source: Department of Environmental Conservation
Telephone: 518-402-8678
Last EDR Contact: 12/20/2022
Next Scheduled EDR Contact: 04/10/2023
Data Release Frequency: Quarterly

Lists of state and tribal leaking storage tanks

INDIAN LUST R8: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming.

Date of Government Version: 04/20/2022
Date Data Arrived at EDR: 06/13/2022
Date Made Active in Reports: 08/16/2022
Number of Days to Update: 64

Source: EPA Region 8
Telephone: 303-312-6271
Last EDR Contact: 01/17/2023
Next Scheduled EDR Contact: 05/01/2023
Data Release Frequency: Varies

INDIAN LUST R7: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Iowa, Kansas, and Nebraska

Date of Government Version: 04/14/2022
Date Data Arrived at EDR: 06/13/2022
Date Made Active in Reports: 08/16/2022
Number of Days to Update: 64

Source: EPA Region 7
Telephone: 913-551-7003
Last EDR Contact: 01/17/2023
Next Scheduled EDR Contact: 05/01/2023
Data Release Frequency: Varies

INDIAN LUST R9: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Arizona, California, New Mexico and Nevada

Date of Government Version: 04/08/2022
Date Data Arrived at EDR: 06/13/2022
Date Made Active in Reports: 08/16/2022
Number of Days to Update: 64

Source: Environmental Protection Agency
Telephone: 415-972-3372
Last EDR Contact: 01/17/2023
Next Scheduled EDR Contact: 05/01/2023
Data Release Frequency: Varies

INDIAN LUST R10: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Alaska, Idaho, Oregon and Washington.

Date of Government Version: 04/20/2022
Date Data Arrived at EDR: 06/13/2022
Date Made Active in Reports: 08/16/2022
Number of Days to Update: 64

Source: EPA Region 10
Telephone: 206-553-2857
Last EDR Contact: 01/17/2023
Next Scheduled EDR Contact: 05/01/2023
Data Release Frequency: Varies

INDIAN LUST R4: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Florida, Mississippi and North Carolina.

Date of Government Version: 06/02/2022
Date Data Arrived at EDR: 06/13/2022
Date Made Active in Reports: 08/31/2022
Number of Days to Update: 79

Source: EPA Region 4
Telephone: 404-562-8677
Last EDR Contact: 01/17/2023
Next Scheduled EDR Contact: 05/01/2023
Data Release Frequency: Varies

INDIAN LUST R1: Leaking Underground Storage Tanks on Indian Land
A listing of leaking underground storage tank locations on Indian Land.

Date of Government Version: 04/28/2021
Date Data Arrived at EDR: 06/11/2021
Date Made Active in Reports: 09/07/2021
Number of Days to Update: 88

Source: EPA Region 1
Telephone: 617-918-1313
Last EDR Contact: 01/17/2023
Next Scheduled EDR Contact: 05/01/2023
Data Release Frequency: Varies

INDIAN LUST R5: Leaking Underground Storage Tanks on Indian Land
Leaking underground storage tanks located on Indian Land in Michigan, Minnesota and Wisconsin.

Date of Government Version: 04/11/2022
Date Data Arrived at EDR: 06/13/2022
Date Made Active in Reports: 08/16/2022
Number of Days to Update: 64

Source: EPA, Region 5
Telephone: 312-886-7439
Last EDR Contact: 01/17/2023
Next Scheduled EDR Contact: 05/01/2023
Data Release Frequency: Varies

INDIAN LUST R6: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in New Mexico and Oklahoma.

Date of Government Version: 04/28/2022
Date Data Arrived at EDR: 06/13/2022
Date Made Active in Reports: 08/16/2022
Number of Days to Update: 64

Source: EPA Region 6
Telephone: 214-665-6597
Last EDR Contact: 01/17/2023
Next Scheduled EDR Contact: 05/01/2023
Data Release Frequency: Varies

LTANKS: Spills Information Database
Leaking Storage Tank Incident Reports. These records contain an inventory of reported leaking storage tank incidents reported from 4/1/86 through the most recent update. They can be either leaking underground storage tanks or leaking aboveground storage tanks. The causes of the incidents are tank test failures, tank failures or tank overfills.

Date of Government Version: 02/06/2023
Date Data Arrived at EDR: 02/07/2023
Date Made Active in Reports: 02/09/2023
Number of Days to Update: 2

Source: Department of Environmental Conservation
Telephone: 518-402-9549
Last EDR Contact: 02/07/2023
Next Scheduled EDR Contact: 05/22/2023
Data Release Frequency: Varies

HIST LTANKS: Listing of Leaking Storage Tanks

A listing of leaking underground and aboveground storage tanks. The causes of the incidents are tank test failures, tank failures or tank overfills. In 2002, the Department of Environmental Conservation stopped providing updates to its original Spills Information Database. This database includes fields that are no longer available from the NYDEC as of January 1, 2002. Current information may be found in the NY LTANKS database. Department of Environmental Conservation.

Date of Government Version: 01/01/2002
Date Data Arrived at EDR: 07/08/2005
Date Made Active in Reports: 07/14/2005
Number of Days to Update: 6

Source: Department of Environmental Conservation
Telephone: 518-402-9549
Last EDR Contact: 07/07/2005
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

Lists of state and tribal registered storage tanks

FEMA UST: Underground Storage Tank Listing

A listing of all FEMA owned underground storage tanks.

Date of Government Version: 10/14/2021
Date Data Arrived at EDR: 11/05/2021
Date Made Active in Reports: 02/01/2022
Number of Days to Update: 88

Source: FEMA
Telephone: 202-646-5797
Last EDR Contact: 12/28/2022
Next Scheduled EDR Contact: 04/17/2023
Data Release Frequency: Varies

UST: Petroleum Bulk Storage (PBS) Database

Facilities that have petroleum storage capacities in excess of 1,100 gallons and less than 400,000 gallons.

Date of Government Version: 09/19/2022
Date Data Arrived at EDR: 09/20/2022
Date Made Active in Reports: 12/01/2022
Number of Days to Update: 72

Source: Department of Environmental Conservation
Telephone: 518-402-9549
Last EDR Contact: 12/19/2022
Next Scheduled EDR Contact: 04/03/2023
Data Release Frequency: No Update Planned

CBS UST: Chemical Bulk Storage Database

Facilities that store regulated hazardous substances in underground tanks of any size

Date of Government Version: 01/01/2002
Date Data Arrived at EDR: 02/20/2002
Date Made Active in Reports: 03/22/2002
Number of Days to Update: 30

Source: NYSDEC
Telephone: 518-402-9549
Last EDR Contact: 10/24/2005
Next Scheduled EDR Contact: 01/23/2006
Data Release Frequency: No Update Planned

MOSF UST: Major Oil Storage Facilities Database

Facilities that may be onshore facilities or vessels, with petroleum storage capacities of 400,000 gallons or greater.

Date of Government Version: 01/01/2002
Date Data Arrived at EDR: 02/20/2002
Date Made Active in Reports: 03/22/2002
Number of Days to Update: 30

Source: NYSDEC
Telephone: 518-402-9549
Last EDR Contact: 07/25/2005
Next Scheduled EDR Contact: 10/24/2005
Data Release Frequency: No Update Planned

CBS: Chemical Bulk Storage Site Listing

These facilities store regulated hazardous substances in aboveground tanks with capacities of 185 gallons or greater, and/or in underground tanks of any size

Date of Government Version: 09/19/2022
Date Data Arrived at EDR: 09/20/2022
Date Made Active in Reports: 12/01/2022
Number of Days to Update: 72

Source: Department of Environmental Conservation
Telephone: 518-402-9549
Last EDR Contact: 12/19/2022
Next Scheduled EDR Contact: 04/03/2023
Data Release Frequency: Quarterly

MOSF: Major Oil Storage Facility Site Listing

These facilities may be onshore facilities or vessels, with petroleum storage capacities of 400,000 gallons or greater.

Date of Government Version: 09/19/2022
Date Data Arrived at EDR: 09/20/2022
Date Made Active in Reports: 12/01/2022
Number of Days to Update: 72

Source: Department of Environmental Conservation
Telephone: 518-402-9549
Last EDR Contact: 12/19/2022
Next Scheduled EDR Contact: 04/03/2023
Data Release Frequency: Quarterly

AST: Petroleum Bulk Storage

Registered Aboveground Storage Tanks.

Date of Government Version: 09/19/2022
Date Data Arrived at EDR: 09/20/2022
Date Made Active in Reports: 12/01/2022
Number of Days to Update: 72

Source: Department of Environmental Conservation
Telephone: 518-402-9549
Last EDR Contact: 12/19/2022
Next Scheduled EDR Contact: 04/03/2023
Data Release Frequency: No Update Planned

CBS AST: Chemical Bulk Storage Database

Facilities that store regulated hazardous substances in aboveground tanks with capacities of 185 gallons or greater, and/or in underground tanks of any size.

Date of Government Version: 01/01/2002
Date Data Arrived at EDR: 02/20/2002
Date Made Active in Reports: 03/22/2002
Number of Days to Update: 30

Source: NYSDEC
Telephone: 518-402-9549
Last EDR Contact: 07/25/2005
Next Scheduled EDR Contact: 10/24/2005
Data Release Frequency: No Update Planned

MOSF AST: Major Oil Storage Facilities Database

Facilities that may be onshore facilities or vessels, with petroleum storage capacities of 400,000 gallons or greater.

Date of Government Version: 01/01/2002
Date Data Arrived at EDR: 02/20/2002
Date Made Active in Reports: 03/22/2002
Number of Days to Update: 30

Source: NYSDEC
Telephone: 518-402-9549
Last EDR Contact: 07/25/2005
Next Scheduled EDR Contact: 10/24/2005
Data Release Frequency: No Update Planned

INDIAN UST R9: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 9 (Arizona, California, Hawaii, Nevada, the Pacific Islands, and Tribal Nations).

Date of Government Version: 04/08/2022
Date Data Arrived at EDR: 06/13/2022
Date Made Active in Reports: 08/16/2022
Number of Days to Update: 64

Source: EPA Region 9
Telephone: 415-972-3368
Last EDR Contact: 01/17/2023
Next Scheduled EDR Contact: 05/01/2023
Data Release Frequency: Varies

INDIAN UST R8: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming and 27 Tribal Nations).

Date of Government Version: 04/20/2022
Date Data Arrived at EDR: 06/13/2022
Date Made Active in Reports: 08/16/2022
Number of Days to Update: 64

Source: EPA Region 8
Telephone: 303-312-6137
Last EDR Contact: 01/17/2023
Next Scheduled EDR Contact: 05/01/2023
Data Release Frequency: Varies

INDIAN UST R7: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 7 (Iowa, Kansas, Missouri, Nebraska, and 9 Tribal Nations).

Date of Government Version: 04/14/2022
Date Data Arrived at EDR: 06/13/2022
Date Made Active in Reports: 08/16/2022
Number of Days to Update: 64

Source: EPA Region 7
Telephone: 913-551-7003
Last EDR Contact: 01/17/2023
Next Scheduled EDR Contact: 05/01/2023
Data Release Frequency: Varies

INDIAN UST R10: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 10 (Alaska, Idaho, Oregon, Washington, and Tribal Nations).

Date of Government Version: 04/20/2022
Date Data Arrived at EDR: 06/13/2022
Date Made Active in Reports: 08/16/2022
Number of Days to Update: 64

Source: EPA Region 10
Telephone: 206-553-2857
Last EDR Contact: 01/17/2023
Next Scheduled EDR Contact: 05/01/2023
Data Release Frequency: Varies

INDIAN UST R1: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 1 (Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont and ten Tribal Nations).

Date of Government Version: 04/07/2022
Date Data Arrived at EDR: 06/13/2022
Date Made Active in Reports: 08/16/2022
Number of Days to Update: 64

Source: EPA, Region 1
Telephone: 617-918-1313
Last EDR Contact: 01/17/2023
Next Scheduled EDR Contact: 05/01/2023
Data Release Frequency: Varies

INDIAN UST R5: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 5 (Michigan, Minnesota and Wisconsin and Tribal Nations).

Date of Government Version: 04/11/2022
Date Data Arrived at EDR: 06/13/2022
Date Made Active in Reports: 08/16/2022
Number of Days to Update: 64

Source: EPA Region 5
Telephone: 312-886-6136
Last EDR Contact: 01/17/2023
Next Scheduled EDR Contact: 05/01/2023
Data Release Frequency: Varies

INDIAN UST R6: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 6 (Louisiana, Arkansas, Oklahoma, New Mexico, Texas and 65 Tribes).

Date of Government Version: 04/28/2022
Date Data Arrived at EDR: 06/13/2022
Date Made Active in Reports: 08/16/2022
Number of Days to Update: 64

Source: EPA Region 6
Telephone: 214-665-7591
Last EDR Contact: 01/17/2023
Next Scheduled EDR Contact: 05/01/2023
Data Release Frequency: Varies

INDIAN UST R4: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee and Tribal Nations)

Date of Government Version: 06/02/2022
Date Data Arrived at EDR: 06/13/2022
Date Made Active in Reports: 08/31/2022
Number of Days to Update: 79

Source: EPA Region 4
Telephone: 404-562-9424
Last EDR Contact: 01/17/2023
Next Scheduled EDR Contact: 05/01/2023
Data Release Frequency: Varies

TANKS: Storage Tank Faciliy Listing

This database contains records of facilities that are or have been regulated under Bulk Storage Program. Tank information for these facilities may not be releasable by the state agency.

Date of Government Version: 09/19/2022
Date Data Arrived at EDR: 09/20/2022
Date Made Active in Reports: 12/01/2022
Number of Days to Update: 72

Source: Department of Environmental Conservation
Telephone: 518-402-9543
Last EDR Contact: 12/19/2022
Next Scheduled EDR Contact: 04/03/2023
Data Release Frequency: Quarterly

State and tribal institutional control / engineering control registries

RES DECL: Restrictive Declarations Listing

A restrictive declaration is a covenant running with the land which binds the present and future owners of the property. As a condition of certain special permits, the City Planning Commission may require an applicant to sign and record a restrictive declaration that places specified conditions on the future use and development of the property. Certain restrictive declarations are indicated by a D on zoning maps.

Date of Government Version: 06/22/2022
Date Data Arrived at EDR: 09/12/2022
Date Made Active in Reports: 12/01/2022
Number of Days to Update: 80

Source: NYC Department of City Planning
Telephone: 212-720-3401
Last EDR Contact: 12/12/2022
Next Scheduled EDR Contact: 03/27/2023
Data Release Frequency: Varies

ENV RES DECL: Environmental Restrictive Declarations

The Environmental Restrictive Declarations (ERD) listed were recorded in connection with a zoning action against the noted Tax Blocks and Tax Lots, or portion thereof, and are available in the property records on file at the Office of the City Register for Bronx, Kings, New York and Queens counties or at the Richmond County Clerk's office. They contain environmental requirements with respect to hazardous materials, air quality and/or noise in accordance with Section 11-15 of this Resolution.

Date of Government Version: 06/22/2022
Date Data Arrived at EDR: 09/21/2022
Date Made Active in Reports: 12/01/2022
Number of Days to Update: 71

Source: New York City Department of City Planning
Telephone: 212-720-3300
Last EDR Contact: 12/12/2022
Next Scheduled EDR Contact: 03/27/2023
Data Release Frequency: Varies

ENG CONTROLS: Registry of Engineering Controls

Environmental Remediation sites that have engineering controls in place.

Date of Government Version: 11/07/2022
Date Data Arrived at EDR: 11/07/2022
Date Made Active in Reports: 01/30/2023
Number of Days to Update: 84

Source: Department of Environmental Conservation
Telephone: 518-402-9553
Last EDR Contact: 02/07/2023
Next Scheduled EDR Contact: 05/22/2023
Data Release Frequency: Quarterly

INST CONTROL: Registry of Institutional Controls

Environmental Remediation sites that have institutional controls in place.

Date of Government Version: 11/07/2022
Date Data Arrived at EDR: 11/07/2022
Date Made Active in Reports: 01/30/2023
Number of Days to Update: 84

Source: Department of Environmental Conservation
Telephone: 518-402-9553
Last EDR Contact: 02/07/2023
Next Scheduled EDR Contact: 05/22/2023
Data Release Frequency: Quarterly

Lists of state and tribal voluntary cleanup sites

VCP: Voluntary Cleanup Agreements

New York established its Voluntary Cleanup Program (VCP) to address the environmental, legal and financial barriers that often hinder the redevelopment and reuse of contaminated properties. The Voluntary Cleanup Program was developed to enhance private sector cleanup of brownfields by enabling parties to remediate sites using private rather than public funds and to reduce the development pressures on "greenfield" sites.

Date of Government Version: 11/07/2022
Date Data Arrived at EDR: 11/07/2022
Date Made Active in Reports: 01/27/2023
Number of Days to Update: 81

Source: Department of Environmental Conservation
Telephone: 518-402-9711
Last EDR Contact: 02/07/2023
Next Scheduled EDR Contact: 05/22/2023
Data Release Frequency: Semi-Annually

INDIAN VCP R1: Voluntary Cleanup Priority Listing
A listing of voluntary cleanup priority sites located on Indian Land located in Region 1.

Date of Government Version: 07/27/2015
Date Data Arrived at EDR: 09/29/2015
Date Made Active in Reports: 02/18/2016
Number of Days to Update: 142

Source: EPA, Region 1
Telephone: 617-918-1102
Last EDR Contact: 12/13/2022
Next Scheduled EDR Contact: 04/03/2023
Data Release Frequency: Varies

INDIAN VCP R7: Voluntary Cleanup Priority Lisitng
A listing of voluntary cleanup priority sites located on Indian Land located in Region 7.

Date of Government Version: 03/20/2008
Date Data Arrived at EDR: 04/22/2008
Date Made Active in Reports: 05/19/2008
Number of Days to Update: 27

Source: EPA, Region 7
Telephone: 913-551-7365
Last EDR Contact: 07/08/2021
Next Scheduled EDR Contact: 07/20/2009
Data Release Frequency: Varies

VCP NYC: Voluntary Cleanup Program Listing NYC
New York City voluntary cleanup program sites.

Date of Government Version: 09/05/2022
Date Data Arrived at EDR: 09/06/2022
Date Made Active in Reports: 11/21/2022
Number of Days to Update: 76

Source: New York City Office of Environmental Protection
Telephone: 212-788-8841
Last EDR Contact: 12/05/2022
Next Scheduled EDR Contact: 03/20/2023
Data Release Frequency: Varies

Lists of state and tribal brownfield sites

BROWNFIELDS: Brownfields Site List
A Brownfield is any real property where redevelopment or re-use may be complicated by the presence or potential presence of a hazardous waste, petroleum, pollutant, or contaminant.

Date of Government Version: 11/07/2022
Date Data Arrived at EDR: 11/07/2022
Date Made Active in Reports: 01/27/2023
Number of Days to Update: 81

Source: Department of Environmental Conservation
Telephone: 518-402-9764
Last EDR Contact: 02/07/2023
Next Scheduled EDR Contact: 05/22/2023
Data Release Frequency: Semi-Annually

ERP: Environmental Restoration Program Listing
In an effort to spur the cleanup and redevelopment of brownfields, New Yorkers approved a $200 million Environmental Restoration or Brownfields Fund as part of the $1.75 billion Clean Water/Clean Air Bond Act of 1996 (1996 Bond Act). Enhancements to the program were enacted on October 7, 2003. Under the Environmental Restoration Program, the State provides grants to municipalities to reimburse up to 90 percent of on-site eligible costs and 100% of off-site eligible costs for site investigation and remediation activities. Once remediated, the property may then be reused for commercial, industrial, residential or public use.

Date of Government Version: 11/07/2022
Date Data Arrived at EDR: 11/07/2022
Date Made Active in Reports: 01/30/2023
Number of Days to Update: 84

Source: Department of Environmental Conservation
Telephone: 518-402-9622
Last EDR Contact: 02/07/2023
Next Scheduled EDR Contact: 05/22/2023
Data Release Frequency: Quarterly

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS: A Listing of Brownfields Sites

Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties takes development pressures off of undeveloped, open land, and both improves and protects the environment. Assessment, Cleanup and Redevelopment Exchange System (ACRES) stores information reported by EPA Brownfields grant recipients on brownfields properties assessed or cleaned up with grant funding as well as information on Targeted Brownfields Assessments performed by EPA Regions. A listing of ACRES Brownfield sites is obtained from Cleanups in My Community. Cleanups in My Community provides information on Brownfields properties for which information is reported back to EPA, as well as areas served by Brownfields grant programs.

Date of Government Version: 02/23/2022
Date Data Arrived at EDR: 03/10/2022
Date Made Active in Reports: 03/10/2022
Number of Days to Update: 0

Source: Environmental Protection Agency
Telephone: 202-566-2777
Last EDR Contact: 12/07/2022
Next Scheduled EDR Contact: 03/27/2023
Data Release Frequency: Semi-Annually

Local Lists of Landfill / Solid Waste Disposal Sites

SWTIRE: Registered Waste Tire Storage & Facility List

A listing of facilities registered to accept waste tires.

Date of Government Version: 02/27/2018
Date Data Arrived at EDR: 04/06/2018
Date Made Active in Reports: 06/08/2018
Number of Days to Update: 63

Source: Department of Environmental Conservation
Telephone: 518-402-8694
Last EDR Contact: 12/01/2022
Next Scheduled EDR Contact: 03/20/2023
Data Release Frequency: No Update Planned

SWRCY: Registered Recycling Facility List

A listing of recycling facilities.

Date of Government Version: 12/21/2022
Date Data Arrived at EDR: 12/22/2022
Date Made Active in Reports: 12/30/2022
Number of Days to Update: 8

Source: Department of Environmental Conservation
Telephone: 518-402-8678
Last EDR Contact: 12/20/2022
Next Scheduled EDR Contact: 04/10/2023
Data Release Frequency: Quarterly

INDIAN ODI: Report on the Status of Open Dumps on Indian Lands

Location of open dumps on Indian land.

Date of Government Version: 12/31/1998
Date Data Arrived at EDR: 12/03/2007
Date Made Active in Reports: 01/24/2008
Number of Days to Update: 52

Source: Environmental Protection Agency
Telephone: 703-308-8245
Last EDR Contact: 01/20/2023
Next Scheduled EDR Contact: 05/08/2023
Data Release Frequency: Varies

ODI: Open Dump Inventory

An open dump is defined as a disposal facility that does not comply with one or more of the Part 257 or Part 258 Subtitle D Criteria.

Date of Government Version: 06/30/1985
Date Data Arrived at EDR: 08/09/2004
Date Made Active in Reports: 09/17/2004
Number of Days to Update: 39

Source: Environmental Protection Agency
Telephone: 800-424-9346
Last EDR Contact: 06/09/2004
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

DEBRIS REGION 9: Torres Martinez Reservation Illegal Dump Site Locations

A listing of illegal dump sites location on the Torres Martinez Indian Reservation located in eastern Riverside County and northern Imperial County, California.

Date of Government Version: 01/12/2009
Date Data Arrived at EDR: 05/07/2009
Date Made Active in Reports: 09/21/2009
Number of Days to Update: 137

Source: EPA, Region 9
Telephone: 415-947-4219
Last EDR Contact: 01/13/2023
Next Scheduled EDR Contact: 05/01/2023
Data Release Frequency: No Update Planned

IHS OPEN DUMPS: Open Dumps on Indian Land

A listing of all open dumps located on Indian Land in the United States.

Date of Government Version: 04/01/2014
Date Data Arrived at EDR: 08/06/2014
Date Made Active in Reports: 01/29/2015
Number of Days to Update: 176

Source: Department of Health & Human Serivces, Indian Health Service
Telephone: 301-443-1452
Last EDR Contact: 01/27/2023
Next Scheduled EDR Contact: 05/08/2023
Data Release Frequency: Varies

Local Lists of Hazardous waste / Contaminated Sites

US HIST CDL: National Clandestine Laboratory Register

A listing of clandestine drug lab locations that have been removed from the DEAs National Clandestine Laboratory Register.

Date of Government Version: 01/06/2023
Date Data Arrived at EDR: 02/02/2023
Date Made Active in Reports: 02/10/2023
Number of Days to Update: 8

Source: Drug Enforcement Administration
Telephone: 202-307-1000
Last EDR Contact: 02/02/2023
Next Scheduled EDR Contact: 03/06/2023
Data Release Frequency: No Update Planned

DEL SHWS: Delisted Registry Sites

A database listing of sites delisted from the Registry of Inactive Hazardous Waste Disposal Sites.

Date of Government Version: 11/07/2022
Date Data Arrived at EDR: 11/07/2022
Date Made Active in Reports: 01/27/2023
Number of Days to Update: 81

Source: Department of Environmental Conservation
Telephone: 518-402-9622
Last EDR Contact: 02/07/2023
Next Scheduled EDR Contact: 05/22/2023
Data Release Frequency: Quarterly

US CDL: Clandestine Drug Labs

A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments.

Date of Government Version: 01/06/2023
Date Data Arrived at EDR: 02/02/2023
Date Made Active in Reports: 02/10/2023
Number of Days to Update: 8

Source: Drug Enforcement Administration
Telephone: 202-307-1000
Last EDR Contact: 02/02/2023
Next Scheduled EDR Contact: 03/06/2023
Data Release Frequency: Quarterly

Local Lists of Registered Storage Tanks

HIST UST: Historical Petroleum Bulk Storage Database

These facilities have petroleum storage capacities in excess of 1,100 gallons and less than 400,000 gallons. This database contains detailed information per site. It is no longer updated due to the sensitive nature of the information involved. See UST for more current data.

Date of Government Version: 01/01/2002
Date Data Arrived at EDR: 06/02/2006
Date Made Active in Reports: 07/20/2006
Number of Days to Update: 48

Source: Department of Environmental Conservation
Telephone: 518-402-9549
Last EDR Contact: 10/23/2006
Next Scheduled EDR Contact: 01/22/2007
Data Release Frequency: Varies

HIST AST: Historical Petroleum Bulk Storage Database

These facilities have petroleum storage capabilities in excess of 1,100 gallons and less than 400,000 gallons. This database contains detailed information per site. No longer updated due to the sensitive nature of the information involved. See AST for more current data.

Date of Government Version: 01/01/2002
Date Data Arrived at EDR: 06/02/2006
Date Made Active in Reports: 07/20/2006
Number of Days to Update: 48

Source: Department of Environmental Conservation
Telephone: 518-402-9549
Last EDR Contact: 10/23/2006
Next Scheduled EDR Contact: 01/22/2007
Data Release Frequency: No Update Planned

Local Land Records

LIENS: Spill Liens Information

Lien information from the Oil Spill Fund.

Date of Government Version: 10/27/2022
Date Data Arrived at EDR: 10/27/2022
Date Made Active in Reports: 01/13/2023
Number of Days to Update: 78

Source: Office of the State Comptroller
Telephone: 518-474-9034
Last EDR Contact: 01/30/2023
Next Scheduled EDR Contact: 05/15/2023
Data Release Frequency: Quarterly

LIENS 2: CERCLA Lien Information

A Federal CERCLA ('Superfund') lien can exist by operation of law at any site or property at which EPA has spent Superfund monies. These monies are spent to investigate and address releases and threatened releases of contamination. CERCLIS provides information as to the identity of these sites and properties.

Date of Government Version: 10/27/2022
Date Data Arrived at EDR: 11/01/2022
Date Made Active in Reports: 11/15/2022
Number of Days to Update: 14

Source: Environmental Protection Agency
Telephone: 202-564-6023
Last EDR Contact: 02/02/2023
Next Scheduled EDR Contact: 04/10/2023
Data Release Frequency: Semi-Annually

Records of Emergency Release Reports

HMIRS: Hazardous Materials Information Reporting System

Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT.

Date of Government Version: 09/19/2022
Date Data Arrived at EDR: 09/19/2022
Date Made Active in Reports: 09/30/2022
Number of Days to Update: 11

Source: U.S. Department of Transportation
Telephone: 202-366-4555
Last EDR Contact: 12/14/2022
Next Scheduled EDR Contact: 04/03/2023
Data Release Frequency: Quarterly

SPILLS: Spills Information Database

Data collected on spills reported to NYSDEC as required by one or more of the following: Article 12 of the Navigation Law, 6 NYCRR Section 613.8 (from PBS regs), or 6 NYCRR Section 595.2 (from CBS regs). It includes spills active as of April 1, 1986, as well as spills occurring since this date.

Date of Government Version: 02/06/2023
Date Data Arrived at EDR: 02/07/2023
Date Made Active in Reports: 02/09/2023
Number of Days to Update: 2

Source: Department of Environmental Conservation
Telephone: 518-402-9549
Last EDR Contact: 02/07/2023
Next Scheduled EDR Contact: 05/22/2023
Data Release Frequency: Varies

HIST SPILLS: SPILLS Database

This database contains records of chemical and petroleum spill incidents. Under State law, petroleum and hazardous chemical spills that can impact the waters of the state must be reported by the spiller (and, in some cases, by anyone who has knowledge of the spills). In 2002, the Department of Environmental Conservation stopped providing updates to its original Spills Information Database. This database includes fields that are no longer available from the NYDEC as of January 1, 2002. Current information may be found in the NY SPILLS database. Department of Environmental Conservation.

Date of Government Version: 01/01/2002
Date Data Arrived at EDR: 07/08/2005
Date Made Active in Reports: 07/14/2005
Number of Days to Update: 6

Source: Department of Environmental Conservation
Telephone: 518-402-9549
Last EDR Contact: 07/07/2005
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

SPILLS 90: SPILLS90 data from FirstSearch

Spills 90 includes those spill and release records available exclusively from FirstSearch databases. Typically, they may include chemical, oil and/or hazardous substance spills recorded after 1990. Duplicate records that are already included in EDR incident and release records are not included in Spills 90.

Date of Government Version: 12/14/2012
Date Data Arrived at EDR: 01/03/2013
Date Made Active in Reports: 02/12/2013
Number of Days to Update: 40

Source: FirstSearch
Telephone: N/A
Last EDR Contact: 01/03/2013
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

SPILLS 80: SPILLS80 data from FirstSearch

Spills 80 includes those spill and release records available from FirstSearch databases prior to 1990. Typically, they may include chemical, oil and/or hazardous substance spills recorded before 1990. Duplicate records that are already included in EDR incident and release records are not included in Spills 80.

Date of Government Version: 11/02/2010
Date Data Arrived at EDR: 01/03/2013
Date Made Active in Reports: 03/07/2013
Number of Days to Update: 63

Source: FirstSearch
Telephone: N/A
Last EDR Contact: 01/03/2013
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

Other Ascertainable Records

RCRA NonGen / NLR: RCRA - Non Generators / No Longer Regulated

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste.

Date of Government Version: 11/21/2022
Date Data Arrived at EDR: 11/21/2022
Date Made Active in Reports: 12/05/2022
Number of Days to Update: 14

Source: Environmental Protection Agency
Telephone: (212) 637-3660
Last EDR Contact: 12/21/2022
Next Scheduled EDR Contact: 04/03/2023
Data Release Frequency: Quarterly

FUDS: Formerly Used Defense Sites

The listing includes locations of Formerly Used Defense Sites properties where the US Army Corps of Engineers is actively working or will take necessary cleanup actions.

Date of Government Version: 11/01/2022
Date Data Arrived at EDR: 11/10/2022
Date Made Active in Reports: 02/09/2023
Number of Days to Update: 91

Source: U.S. Army Corps of Engineers
Telephone: 202-528-4285
Last EDR Contact: 02/14/2023
Next Scheduled EDR Contact: 05/29/2023
Data Release Frequency: Varies

DOD: Department of Defense Sites

This data set consists of federally owned or administered lands, administered by the Department of Defense, that have any area equal to or greater than 640 acres of the United States, Puerto Rico, and the U.S. Virgin Islands.

Date of Government Version: 06/07/2021
Date Data Arrived at EDR: 07/13/2021
Date Made Active in Reports: 03/09/2022
Number of Days to Update: 239

Source: USGS
Telephone: 888-275-8747
Last EDR Contact: 01/13/2023
Next Scheduled EDR Contact: 04/24/2023
Data Release Frequency: Varies

FEDLAND: Federal and Indian Lands

Federally and Indian administrated lands of the United States. Lands included are administrated by: Army Corps of Engineers, Bureau of Reclamation, National Wild and Scenic River, National Wildlife Refuge, Public Domain Land, Wilderness, Wilderness Study Area, Wildlife Management Area, Bureau of Indian Affairs, Bureau of Land Management, Department of Justice, Forest Service, Fish and Wildlife Service, National Park Service.

Date of Government Version: 04/02/2018
Date Data Arrived at EDR: 04/11/2018
Date Made Active in Reports: 11/06/2019
Number of Days to Update: 574

Source: U.S. Geological Survey
Telephone: 888-275-8747
Last EDR Contact: 01/03/2023
Next Scheduled EDR Contact: 04/17/2023
Data Release Frequency: N/A

SCRD DRYCLEANERS: State Coalition for Remediation of Drycleaners Listing

The State Coalition for Remediation of Drycleaners was established in 1998, with support from the U.S. EPA Office of Superfund Remediation and Technology Innovation. It is comprised of representatives of states with established drycleaner remediation programs. Currently the member states are Alabama, Connecticut, Florida, Illinois, Kansas, Minnesota, Missouri, North Carolina, Oregon, South Carolina, Tennessee, Texas, and Wisconsin.

Date of Government Version: 07/30/2021
Date Data Arrived at EDR: 02/03/2023
Date Made Active in Reports: 02/10/2023
Number of Days to Update: 7

Source: Environmental Protection Agency
Telephone: 615-532-8599
Last EDR Contact: 02/02/2023
Next Scheduled EDR Contact: 05/22/2023
Data Release Frequency: Varies

US FIN ASSUR: Financial Assurance Information

All owners and operators of facilities that treat, store, or dispose of hazardous waste are required to provide proof that they will have sufficient funds to pay for the clean up, closure, and post-closure care of their facilities.

Date of Government Version: 09/19/2022
Date Data Arrived at EDR: 09/20/2022
Date Made Active in Reports: 12/22/2022
Number of Days to Update: 93

Source: Environmental Protection Agency
Telephone: 202-566-1917
Last EDR Contact: 12/14/2022
Next Scheduled EDR Contact: 04/03/2023
Data Release Frequency: Quarterly

EPA WATCH LIST: EPA WATCH LIST

EPA maintains a "Watch List" to facilitate dialogue between EPA, state and local environmental agencies on enforcement matters relating to facilities with alleged violations identified as either significant or high priority. Being on the Watch List does not mean that the facility has actually violated the law only that an investigation by EPA or a state or local environmental agency has led those organizations to allege that an unproven violation has in fact occurred. Being on the Watch List does not represent a higher level of concern regarding the alleged violations that were detected, but instead indicates cases requiring additional dialogue between EPA, state and local agencies - primarily because of the length of time the alleged violation has gone unaddressed or unresolved.

Date of Government Version: 08/30/2013
Date Data Arrived at EDR: 03/21/2014
Date Made Active in Reports: 06/17/2014
Number of Days to Update: 88

Source: Environmental Protection Agency
Telephone: 617-520-3000
Last EDR Contact: 01/30/2023
Next Scheduled EDR Contact: 05/15/2023
Data Release Frequency: Quarterly

2020 COR ACTION: 2020 Corrective Action Program List

The EPA has set ambitious goals for the RCRA Corrective Action program by creating the 2020 Corrective Action Universe. This RCRA cleanup baseline includes facilities expected to need corrective action. The 2020 universe contains a wide variety of sites. Some properties are heavily contaminated while others were contaminated but have since been cleaned up. Still others have not been fully investigated yet, and may require little or no remediation. Inclusion in the 2020 Universe does not necessarily imply failure on the part of a facility to meet its RCRA obligations.

Date of Government Version: 09/30/2017
Date Data Arrived at EDR: 05/08/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 73

Source: Environmental Protection Agency
Telephone: 703-308-4044
Last EDR Contact: 02/03/2023
Next Scheduled EDR Contact: 05/15/2023
Data Release Frequency: Varies

TSCA: Toxic Substances Control Act

Toxic Substances Control Act. TSCA identifies manufacturers and importers of chemical substances included on the TSCA Chemical Substance Inventory list. It includes data on the production volume of these substances by plant site.

Date of Government Version: 12/31/2016
Date Data Arrived at EDR: 06/17/2020
Date Made Active in Reports: 09/10/2020
Number of Days to Update: 85

Source: EPA
Telephone: 202-260-5521
Last EDR Contact: 12/12/2022
Next Scheduled EDR Contact: 03/27/2023
Data Release Frequency: Every 4 Years

TRIS: Toxic Chemical Release Inventory System

Toxic Release Inventory System. TRIS identifies facilities which release toxic chemicals to the air, water and land in reportable quantities under SARA Title III Section 313.

Date of Government Version: 12/31/2021
Date Data Arrived at EDR: 11/01/2022
Date Made Active in Reports: 02/09/2023
Number of Days to Update: 100

Source: EPA
Telephone: 202-566-0250
Last EDR Contact: 11/01/2022
Next Scheduled EDR Contact: 02/27/2023
Data Release Frequency: Annually

SSTS: Section 7 Tracking Systems

Section 7 of the Federal Insecticide, Fungicide and Rodenticide Act, as amended (92 Stat. 829) requires all registered pesticide-producing establishments to submit a report to the Environmental Protection Agency by March 1st each year. Each establishment must report the types and amounts of pesticides, active ingredients and devices being produced, and those having been produced and sold or distributed in the past year.

Date of Government Version: 10/17/2022
Date Data Arrived at EDR: 10/18/2022
Date Made Active in Reports: 01/10/2023
Number of Days to Update: 84

Source: EPA
Telephone: 202-564-4203
Last EDR Contact: 01/18/2023
Next Scheduled EDR Contact: 05/01/2023
Data Release Frequency: Annually

ROD: Records Of Decision

Record of Decision. ROD documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid in the cleanup.

Date of Government Version: 10/27/2022
Date Data Arrived at EDR: 11/01/2022
Date Made Active in Reports: 11/15/2022
Number of Days to Update: 14

Source: EPA
Telephone: 703-416-0223
Last EDR Contact: 02/02/2023
Next Scheduled EDR Contact: 03/13/2023
Data Release Frequency: Annually

RMP: Risk Management Plans

When Congress passed the Clean Air Act Amendments of 1990, it required EPA to publish regulations and guidance for chemical accident prevention at facilities using extremely hazardous substances. The Risk Management Program Rule (RMP Rule) was written to implement Section 112(r) of these amendments. The rule, which built upon existing industry codes and standards, requires companies of all sizes that use certain flammable and toxic substances to develop a Risk Management Program, which includes a(n): Hazard assessment that details the potential effects of an accidental release, an accident history of the last five years, and an evaluation of worst-case and alternative accidental releases; Prevention program that includes safety precautions and maintenance, monitoring, and employee training measures; and Emergency response program that spells out emergency health care, employee training measures and procedures for informing the public and response agencies (e.g the fire department) should an accident occur.

Date of Government Version: 04/27/2022
Date Data Arrived at EDR: 05/04/2022
Date Made Active in Reports: 05/10/2022
Number of Days to Update: 6

Source: Environmental Protection Agency
Telephone: 202-564-8600
Last EDR Contact: 01/17/2023
Next Scheduled EDR Contact: 05/01/2023
Data Release Frequency: Varies

RAATS: RCRA Administrative Action Tracking System

RCRA Administration Action Tracking System. RAATS contains records based on enforcement actions issued under RCRA pertaining to major violators and includes administrative and civil actions brought by the EPA. For administration actions after September 30, 1995, data entry in the RAATS database was discontinued. EPA will retain a copy of the database for historical records. It was necessary to terminate RAATS because a decrease in agency resources made it impossible to continue to update the information contained in the database.

Date of Government Version: 04/17/1995
Date Data Arrived at EDR: 07/03/1995
Date Made Active in Reports: 08/07/1995
Number of Days to Update: 35

Source: EPA
Telephone: 202-564-4104
Last EDR Contact: 06/02/2008
Next Scheduled EDR Contact: 09/01/2008
Data Release Frequency: No Update Planned

PRP: Potentially Responsible Parties

A listing of verified Potentially Responsible Parties

Date of Government Version: 10/27/2022
Date Data Arrived at EDR: 11/01/2022
Date Made Active in Reports: 11/15/2022
Number of Days to Update: 14

Source: EPA
Telephone: 202-564-6023
Last EDR Contact: 02/02/2023
Next Scheduled EDR Contact: 05/15/2023
Data Release Frequency: Quarterly

PADS: PCB Activity Database System

PCB Activity Database. PADS Identifies generators, transporters, commercial storers and/or brokers and disposers of PCB's who are required to notify the EPA of such activities.

Date of Government Version: 01/20/2022
Date Data Arrived at EDR: 01/20/2022
Date Made Active in Reports: 03/25/2022
Number of Days to Update: 64

Source: EPA
Telephone: 202-566-0500
Last EDR Contact: 01/04/2023
Next Scheduled EDR Contact: 04/17/2023
Data Release Frequency: Annually

ICIS: Integrated Compliance Information System

The Integrated Compliance Information System (ICIS) supports the information needs of the national enforcement and compliance program as well as the unique needs of the National Pollutant Discharge Elimination System (NPDES) program.

Date of Government Version: 11/18/2016
Date Data Arrived at EDR: 11/23/2016
Date Made Active in Reports: 02/10/2017
Number of Days to Update: 79

Source: Environmental Protection Agency
Telephone: 202-564-2501
Last EDR Contact: 12/28/2022
Next Scheduled EDR Contact: 04/17/2023
Data Release Frequency: Quarterly

FTTS: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)
FTTS tracks administrative cases and pesticide enforcement actions and compliance activities related to FIFRA, TSCA and EPCRA (Emergency Planning and Community Right-to-Know Act). To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 04/09/2009
Date Data Arrived at EDR: 04/16/2009
Date Made Active in Reports: 05/11/2009
Number of Days to Update: 25
Source: EPA/Office of Prevention, Pesticides and Toxic Substances
Telephone: 202-566-1667
Last EDR Contact: 08/18/2017
Next Scheduled EDR Contact: 12/04/2017
Data Release Frequency: No Update Planned

FTTS INSP: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)
A listing of FIFRA/TSCA Tracking System (FTTS) inspections and enforcements.

Date of Government Version: 04/09/2009
Date Data Arrived at EDR: 04/16/2009
Date Made Active in Reports: 05/11/2009
Number of Days to Update: 25
Source: EPA
Telephone: 202-566-1667
Last EDR Contact: 08/18/2017
Next Scheduled EDR Contact: 12/04/2017
Data Release Frequency: No Update Planned

MLTS: Material Licensing Tracking System
MLTS is maintained by the Nuclear Regulatory Commission and contains a list of approximately 8,100 sites which possess or use radioactive materials and which are subject to NRC licensing requirements. To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 10/26/2022
Date Data Arrived at EDR: 11/22/2022
Date Made Active in Reports: 12/05/2022
Number of Days to Update: 13
Source: Nuclear Regulatory Commission
Telephone: 301-415-7169
Last EDR Contact: 01/17/2023
Next Scheduled EDR Contact: 05/01/2023
Data Release Frequency: Quarterly

COAL ASH DOE: Steam-Electric Plant Operation Data
A listing of power plants that store ash in surface ponds.

Date of Government Version: 12/31/2020
Date Data Arrived at EDR: 11/30/2021
Date Made Active in Reports: 02/22/2022
Number of Days to Update: 84
Source: Department of Energy
Telephone: 202-586-8719
Last EDR Contact: 11/29/2022
Next Scheduled EDR Contact: 03/13/2023
Data Release Frequency: Varies

COAL ASH EPA: Coal Combustion Residues Surface Impoundments List
A listing of coal combustion residues surface impoundments with high hazard potential ratings.

Date of Government Version: 01/12/2017
Date Data Arrived at EDR: 03/05/2019
Date Made Active in Reports: 11/11/2019
Number of Days to Update: 251
Source: Environmental Protection Agency
Telephone: N/A
Last EDR Contact: 11/23/2022
Next Scheduled EDR Contact: 03/13/2023
Data Release Frequency: Varies

PCB TRANSFORMER: PCB Transformer Registration Database
The database of PCB transformer registrations that includes all PCB registration submittals.

Date of Government Version: 09/13/2019
Date Data Arrived at EDR: 11/06/2019
Date Made Active in Reports: 02/10/2020
Number of Days to Update: 96
Source: Environmental Protection Agency
Telephone: 202-566-0517
Last EDR Contact: 02/03/2023
Next Scheduled EDR Contact: 05/15/2023
Data Release Frequency: Varies

RADINFO: Radiation Information Database
The Radiation Information Database (RADINFO) contains information about facilities that are regulated by U.S. Environmental Protection Agency (EPA) regulations for radiation and radioactivity.

Date of Government Version: 07/01/2019
Date Data Arrived at EDR: 07/01/2019
Date Made Active in Reports: 09/23/2019
Number of Days to Update: 84

Source: Environmental Protection Agency
Telephone: 202-343-9775
Last EDR Contact: 12/20/2022
Next Scheduled EDR Contact: 04/10/2023
Data Release Frequency: Quarterly

HIST FTTS: FIFRA/TSCA Tracking System Administrative Case Listing

A complete administrative case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006
Date Data Arrived at EDR: 03/01/2007
Date Made Active in Reports: 04/10/2007
Number of Days to Update: 40

Source: Environmental Protection Agency
Telephone: 202-564-2501
Last EDR Contact: 12/17/2007
Next Scheduled EDR Contact: 03/17/2008
Data Release Frequency: No Update Planned

HIST FTTS INSP: FIFRA/TSCA Tracking System Inspection & Enforcement Case Listing

A complete inspection and enforcement case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006
Date Data Arrived at EDR: 03/01/2007
Date Made Active in Reports: 04/10/2007
Number of Days to Update: 40

Source: Environmental Protection Agency
Telephone: 202-564-2501
Last EDR Contact: 12/17/2008
Next Scheduled EDR Contact: 03/17/2008
Data Release Frequency: No Update Planned

DOT OPS: Incident and Accident Data

Department of Transporation, Office of Pipeline Safety Incident and Accident data.

Date of Government Version: 01/02/2020
Date Data Arrived at EDR: 01/28/2020
Date Made Active in Reports: 04/17/2020
Number of Days to Update: 80

Source: Department of Transporation, Office of Pipeline Safety
Telephone: 202-366-4595
Last EDR Contact: 01/24/2023
Next Scheduled EDR Contact: 05/08/2023
Data Release Frequency: Quarterly

CONSENT: Superfund (CERCLA) Consent Decrees

Major legal settlements that establish responsibility and standards for cleanup at NPL (Superfund) sites. Released periodically by United States District Courts after settlement by parties to litigation matters.

Date of Government Version: 09/30/2022
Date Data Arrived at EDR: 10/21/2022
Date Made Active in Reports: 01/10/2023
Number of Days to Update: 81

Source: Department of Justice, Consent Decree Library
Telephone: Varies
Last EDR Contact: 01/03/2023
Next Scheduled EDR Contact: 04/17/2023
Data Release Frequency: Varies

BRS: Biennial Reporting System

The Biennial Reporting System is a national system administered by the EPA that collects data on the generation and management of hazardous waste. BRS captures detailed data from two groups: Large Quantity Generators (LQG) and Treatment, Storage, and Disposal Facilities.

Date of Government Version: 12/31/2019
Date Data Arrived at EDR: 03/02/2022
Date Made Active in Reports: 03/25/2022
Number of Days to Update: 23

Source: EPA/NTIS
Telephone: 800-424-9346
Last EDR Contact: 12/21/2022
Next Scheduled EDR Contact: 04/03/2023
Data Release Frequency: Biennially

INDIAN RESERV: Indian Reservations

This map layer portrays Indian administered lands of the United States that have any area equal to or greater than 640 acres.

Date of Government Version: 12/31/2014
Date Data Arrived at EDR: 07/14/2015
Date Made Active in Reports: 01/10/2017
Number of Days to Update: 546

Source: USGS
Telephone: 202-208-3710
Last EDR Contact: 01/06/2023
Next Scheduled EDR Contact: 04/17/2023
Data Release Frequency: Semi-Annually

FUSRAP: Formerly Utilized Sites Remedial Action Program

DOE established the Formerly Utilized Sites Remedial Action Program (FUSRAP) in 1974 to remediate sites where radioactive contamination remained from Manhattan Project and early U.S. Atomic Energy Commission (AEC) operations.

Date of Government Version: 07/26/2021
Date Data Arrived at EDR: 07/27/2021
Date Made Active in Reports: 10/22/2021
Number of Days to Update: 87

Source: Department of Energy
Telephone: 202-586-3559
Last EDR Contact: 01/30/2023
Next Scheduled EDR Contact: 05/15/2023
Data Release Frequency: Varies

UMTRA: Uranium Mill Tailings Sites

Uranium ore was mined by private companies for federal government use in national defense programs. When the mills shut down, large piles of the sand-like material (mill tailings) remain after uranium has been extracted from the ore. Levels of human exposure to radioactive materials from the piles are low; however, in some cases tailings were used as construction materials before the potential health hazards of the tailings were recognized.

Date of Government Version: 08/30/2019
Date Data Arrived at EDR: 11/15/2019
Date Made Active in Reports: 01/28/2020
Number of Days to Update: 74

Source: Department of Energy
Telephone: 505-845-0011
Last EDR Contact: 02/13/2023
Next Scheduled EDR Contact: 05/29/2023
Data Release Frequency: Varies

LEAD SMELTER 1: Lead Smelter Sites

A listing of former lead smelter site locations.

Date of Government Version: 10/27/2022
Date Data Arrived at EDR: 11/01/2022
Date Made Active in Reports: 11/15/2022
Number of Days to Update: 14

Source: Environmental Protection Agency
Telephone: 703-603-8787
Last EDR Contact: 02/02/2023
Next Scheduled EDR Contact: 04/10/2023
Data Release Frequency: Varies

LEAD SMELTER 2: Lead Smelter Sites

A list of several hundred sites in the U.S. where secondary lead smelting was done from 1931and 1964. These sites may pose a threat to public health through ingestion or inhalation of contaminated soil or dust

Date of Government Version: 04/05/2001
Date Data Arrived at EDR: 10/27/2010
Date Made Active in Reports: 12/02/2010
Number of Days to Update: 36

Source: American Journal of Public Health
Telephone: 703-305-6451
Last EDR Contact: 12/02/2009
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

US AIRS (AFS): Aerometric Information Retrieval System Facility Subsystem (AFS)

The database is a sub-system of Aerometric Information Retrieval System (AIRS). AFS contains compliance data on air pollution point sources regulated by the U.S. EPA and/or state and local air regulatory agencies. This information comes from source reports by various stationary sources of air pollution, such as electric power plants, steel mills, factories, and universities, and provides information about the air pollutants they produce. Action, air program, air program pollutant, and general level plant data. It is used to track emissions and compliance data from industrial plants.

Date of Government Version: 10/12/2016
Date Data Arrived at EDR: 10/26/2016
Date Made Active in Reports: 02/03/2017
Number of Days to Update: 100

Source: EPA
Telephone: 202-564-2496
Last EDR Contact: 09/26/2017
Next Scheduled EDR Contact: 01/08/2018
Data Release Frequency: Annually

US AIRS MINOR: Air Facility System Data

A listing of minor source facilities.

Date of Government Version: 10/12/2016
Date Data Arrived at EDR: 10/26/2016
Date Made Active in Reports: 02/03/2017
Number of Days to Update: 100

Source: EPA
Telephone: 202-564-2496
Last EDR Contact: 09/26/2017
Next Scheduled EDR Contact: 01/08/2018
Data Release Frequency: Annually

US MINES: Mines Master Index File

Contains all mine identification numbers issued for mines active or opened since 1971. The data also includes violation information.

Date of Government Version: 11/07/2022
Date Data Arrived at EDR: 11/17/2022
Date Made Active in Reports: 02/10/2023
Number of Days to Update: 85

Source: Department of Labor, Mine Safety and Health Administration
Telephone: 303-231-5959
Last EDR Contact: 11/17/2022
Next Scheduled EDR Contact: 03/06/2023
Data Release Frequency: Semi-Annually

MINES VIOLATIONS: MSHA Violation Assessment Data

Mines violation and assessment information. Department of Labor, Mine Safety & Health Administration.

Date of Government Version: 11/29/2022
Date Data Arrived at EDR: 11/30/2022
Date Made Active in Reports: 12/22/2022
Number of Days to Update: 22

Source: DOL, Mine Safety & Health Admi
Telephone: 202-693-9424
Last EDR Contact: 01/03/2023
Next Scheduled EDR Contact: 03/13/2023
Data Release Frequency: Quarterly

US MINES 2: Ferrous and Nonferrous Metal Mines Database Listing

This map layer includes ferrous (ferrous metal mines are facilities that extract ferrous metals, such as iron ore or molybdenum) and nonferrous (Nonferrous metal mines are facilities that extract nonferrous metals, such as gold, silver, copper, zinc, and lead) metal mines in the United States.

Date of Government Version: 05/06/2020
Date Data Arrived at EDR: 05/27/2020
Date Made Active in Reports: 08/13/2020
Number of Days to Update: 78

Source: USGS
Telephone: 703-648-7709
Last EDR Contact: 11/21/2022
Next Scheduled EDR Contact: 03/06/2023
Data Release Frequency: Varies

US MINES 3: Active Mines & Mineral Plants Database Listing

Active Mines and Mineral Processing Plant operations for commodities monitored by the Minerals Information Team of the USGS.

Date of Government Version: 04/14/2011
Date Data Arrived at EDR: 06/08/2011
Date Made Active in Reports: 09/13/2011
Number of Days to Update: 97

Source: USGS
Telephone: 703-648-7709
Last EDR Contact: 11/21/2022
Next Scheduled EDR Contact: 03/06/2023
Data Release Frequency: Varies

ABANDONED MINES: Abandoned Mines

An inventory of land and water impacted by past mining (primarily coal mining) is maintained by OSMRE to provide information needed to implement the Surface Mining Control and Reclamation Act of 1977 (SMCRA). The inventory contains information on the location, type, and extent of AML impacts, as well as, information on the cost associated with the reclamation of those problems. The inventory is based upon field surveys by State, Tribal, and OSMRE program officials. It is dynamic to the extent that it is modified as new problems are identified and existing problems are reclaimed.

Date of Government Version: 09/13/2022
Date Data Arrived at EDR: 09/14/2022
Date Made Active in Reports: 12/05/2022
Number of Days to Update: 82

Source: Department of Interior
Telephone: 202-208-2609
Last EDR Contact: 12/13/2022
Next Scheduled EDR Contact: 03/20/2023
Data Release Frequency: Quarterly

FINDS: Facility Index System/Facility Registry System

Facility Index System. FINDS contains both facility information and 'pointers' to other sources that contain more detail. EDR includes the following FINDS databases in this report: PCS (Permit Compliance System), AIRS (Aerometric Information Retrieval System), DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes), FURS (Federal Underground Injection Control), C-DOCKET (Criminal Docket System used to track criminal enforcement actions for all environmental statutes), FFIS (Federal Facilities Information System), STATE (State Environmental Laws and Statutes), and PADS (PCB Activity Data System).

Date of Government Version: 08/03/2022
Date Data Arrived at EDR: 08/25/2022
Date Made Active in Reports: 10/24/2022
Number of Days to Update: 60

Source: EPA
Telephone: (212) 637-3000
Last EDR Contact: 11/29/2022
Next Scheduled EDR Contact: 03/13/2023
Data Release Frequency: Quarterly

UXO: Unexploded Ordnance Sites

A listing of unexploded ordnance site locations

Date of Government Version: 11/09/2021
Date Data Arrived at EDR: 10/20/2022
Date Made Active in Reports: 01/10/2023
Number of Days to Update: 82

Source: Department of Defense
Telephone: 703-704-1564
Last EDR Contact: 01/09/2023
Next Scheduled EDR Contact: 04/24/2023
Data Release Frequency: Varies

DOCKET HWC: Hazardous Waste Compliance Docket Listing

A complete list of the Federal Agency Hazardous Waste Compliance Docket Facilities.

Date of Government Version: 05/06/2021
Date Data Arrived at EDR: 05/21/2021
Date Made Active in Reports: 08/11/2021
Number of Days to Update: 82

Source: Environmental Protection Agency
Telephone: 202-564-0527
Last EDR Contact: 11/15/2022
Next Scheduled EDR Contact: 03/06/2023
Data Release Frequency: Varies

ECHO: Enforcement & Compliance History Information

ECHO provides integrated compliance and enforcement information for about 800,000 regulated facilities nationwide.

Date of Government Version: 09/25/2022
Date Data Arrived at EDR: 09/30/2022
Date Made Active in Reports: 12/22/2022
Number of Days to Update: 83

Source: Environmental Protection Agency
Telephone: 202-564-2280
Last EDR Contact: 01/04/2023
Next Scheduled EDR Contact: 04/17/2023
Data Release Frequency: Quarterly

FUELS PROGRAM: EPA Fuels Program Registered Listing

This listing includes facilities that are registered under the Part 80 (Code of Federal Regulations) EPA Fuels Programs. All companies now are required to submit new and updated registrations.

Date of Government Version: 11/10/2022
Date Data Arrived at EDR: 11/10/2022
Date Made Active in Reports: 02/09/2023
Number of Days to Update: 91

Source: EPA
Telephone: 800-385-6164
Last EDR Contact: 02/14/2023
Next Scheduled EDR Contact: 05/29/2023
Data Release Frequency: Quarterly

PFAS NPL: Superfund Sites with PFAS Detections Information

EPA's Office of Land and Emergency Management and EPA Regional Offices maintain data describing what is known about site investigations, contamination, and remedial actions under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) where PFAS is present in the environment.

Date of Government Version: 02/23/2022
Date Data Arrived at EDR: 07/08/2022
Date Made Active in Reports: 11/08/2022
Number of Days to Update: 123

Source: Environmental Protection Agency
Telephone: 703-603-8895
Last EDR Contact: 01/10/2023
Next Scheduled EDR Contact: 04/17/2023
Data Release Frequency: Varies

PFAS FEDERAL SITES: Federal Sites PFAS Information

Several federal entities, such as the federal Superfund program, Department of Defense, National Aeronautics and Space Administration, Department of Transportation, and Department of Energy provided information for sites with known or suspected detections at federal facilities.

Date of Government Version: 02/23/2022
Date Data Arrived at EDR: 03/31/2022
Date Made Active in Reports: 11/08/2022
Number of Days to Update: 222

Source: Environmental Protection Agency
Telephone: 202-272-0167
Last EDR Contact: 01/05/2023
Next Scheduled EDR Contact: 04/17/2023
Data Release Frequency: Varies

PFAS TSCA: PFAS Manufacture and Imports Information

EPA issued the Chemical Data Reporting (CDR) Rule under the Toxic Substances Control Act (TSCA) and requires chemical manufacturers and facilities that manufacture or import chemical substances to report data to EPA. EPA publishes non-confidential business information (non-CBI) and includes descriptive information about each site, corporate parent, production volume, other manufacturing information, and processing and use information.

Date of Government Version: 01/03/2022
Date Data Arrived at EDR: 03/31/2022
Date Made Active in Reports: 11/08/2022
Number of Days to Update: 222

Source: Environmental Protection Agency
Telephone: 202-272-0167
Last EDR Contact: 01/05/2023
Next Scheduled EDR Contact: 04/17/2023
Data Release Frequency: Varies

PFAS RCRA MANIFEST: PFAS Transfers Identified In the RCRA Database Listing

To work around the lack of PFAS waste codes in the RCRA database, EPA developed the PFAS Transfers dataset by mining e-Manifest records containing at least one of these common PFAS keywords: PFAS, PFOA, PFOS, PERFL, AFFF, GENX, GEN-X (plus the VT waste codes). These keywords were searched for in the following text fields: Manifest handling instructions (MANIFEST_HANDLING_INSTR), Non-hazardous waste description (NON_HAZ_WASTE_DESCRIPTION), DOT printed information (DOT_PRINTED_INFORMATION), Waste line handling instructions (WASTE_LINE_HANDLING_INSTR), Waste residue comments (WASTE_RESIDUE_COMMENTS).

Date of Government Version: 01/03/2022
Date Data Arrived at EDR: 03/31/2022
Date Made Active in Reports: 11/08/2022
Number of Days to Update: 222

Source: Environmental Protection Agency
Telephone: 202-272-0167
Last EDR Contact: 01/05/2023
Next Scheduled EDR Contact: 04/17/2023
Data Release Frequency: Varies

PFAS ATSDR: PFAS Contamination Site Location Listing

PFAS contamination site locations from the Department of Health & Human Services, Center for Disease Control & Prevention. ATSDR is involved at a number of PFAS-related sites, either directly or through assisting state and federal partners. As of now, most sites are related to drinking water contamination connected with PFAS production facilities or fire training areas where aqueous film-forming firefighting foam (AFFF) was regularly used.

Date of Government Version: 06/24/2020
Date Data Arrived at EDR: 03/17/2021
Date Made Active in Reports: 11/08/2022
Number of Days to Update: 601

Source: Department of Health & Human Services
Telephone: 202-741-5770
Last EDR Contact: 01/23/2023
Next Scheduled EDR Contact: 05/08/2023
Data Release Frequency: Varies

PFAS WQP: Ambient Environmental Sampling for PFAS

The Water Quality Portal (WQP) is a part of a modernized repository storing ambient sampling data for all environmental media and tissue samples. A wide range of federal, state, tribal and local governments, academic and non-governmental organizations and individuals submit project details and sampling results to this public repository. The information is commonly used for research and assessments of environmental quality.

Date of Government Version: 01/03/2022
Date Data Arrived at EDR: 03/31/2022
Date Made Active in Reports: 11/08/2022
Number of Days to Update: 222

Source: Environmental Protection Agency
Telephone: 202-272-0167
Last EDR Contact: 01/05/2023
Next Scheduled EDR Contact: 04/17/2023
Data Release Frequency: Varies

PFAS NPDES: Clean Water Act Discharge Monitoring Information

Any discharger of pollutants to waters of the United States from a point source must have a National Pollutant Discharge Elimination System (NPDES) permit. The process for obtaining limits involves the regulated entity (permittee) disclosing releases in a NPDES permit application and the permitting authority (typically the state but sometimes EPA) deciding whether to require monitoring or monitoring with limits.

Date of Government Version: 01/03/2022
Date Data Arrived at EDR: 03/31/2022
Date Made Active in Reports: 11/08/2022
Number of Days to Update: 222

Source: Environmental Protection Agency
Telephone: 202-272-0167
Last EDR Contact: 01/05/2023
Next Scheduled EDR Contact: 04/17/2023
Data Release Frequency: Varies

PFAS ECHO: Facilities in Industries that May Be Handling PFAS Listing

Regulators and the public have expressed interest in knowing which regulated entities may be using PFAS. EPA has developed a dataset from various sources that show which industries may be handling PFAS. Approximately 120,000 facilities subject to federal environmental programs have operated or currently operate in industry sectors with processes that may involve handling and/or release of PFAS.

Date of Government Version: 01/03/2022
Date Data Arrived at EDR: 03/31/2022
Date Made Active in Reports: 11/08/2022
Number of Days to Update: 222

Source: Environmental Protection Agency
Telephone: 202-272-0167
Last EDR Contact: 01/05/2023
Next Scheduled EDR Contact: 04/17/2023
Data Release Frequency: Varies

PFAS ECHO FIRE TRAINING: Facilities in Industries that May Be Handling PFAS Listing

A list of fire training sites was added to the Industry Sectors dataset using a keyword search on the permitted facilitys name to identify sites where fire-fighting foam may have been used in training exercises. Additionally, you may view an example spreadsheet of the subset of fire training facility data, as well as the keywords used in selecting or deselecting a facility for the subset. as well as the keywords used in selecting or deselecting a facility for the subset. These keywords were tested to maximize accuracy in selecting facilities that may use fire-fighting foam in training exercises, however, due to the lack of a required reporting field in the data systems for designating fire training sites, this methodology may not identify all fire training sites or may potentially misidentify them.

Date of Government Version: 08/22/2018
Date Data Arrived at EDR: 03/31/2022
Date Made Active in Reports: 11/08/2022
Number of Days to Update: 222

Source: Environmental Protection Agency
Telephone: 202-272-0167
Last EDR Contact: 01/05/2023
Next Scheduled EDR Contact: 04/17/2023
Data Release Frequency: Varies

PFAS PART 139 AIRPORT: All Certified Part 139 Airports PFAS Information Listing

Since July 1, 2006, all certified part 139 airports are required to have fire-fighting foam onsite that meet military specifications (MIL-F-24385) (14 CFR 139.317). To date, these military specification fire-fighting foams are fluorinated and have been historically used for training and extinguishing. The 2018 FAA Reauthorization Act has a provision stating that no later than October 2021, FAA shall not require the use of fluorinated AFFF. This provision does not prohibit the use of fluorinated AFFF at Part 139 civilian airports; it only prohibits FAA from mandating its use. The Federal Aviation Administration?s document AC 150/5210-6D - Aircraft Fire Extinguishing Agents provides guidance on Aircraft Fire Extinguishing Agents, which includes Aqueous Film Forming Foam (AFFF).

Date of Government Version: 08/22/2018
Date Data Arrived at EDR: 10/26/2022
Date Made Active in Reports: 11/08/2022
Number of Days to Update: 13

Source: Environmental Protection Agency
Telephone: 202-272-0167
Last EDR Contact: 01/05/2023
Next Scheduled EDR Contact: 04/17/2023
Data Release Frequency: Varies

AQUEOUS FOAM NRC: Aqueous Foam Related Incidents Listing

The National Response Center (NRC) serves as an emergency call center that fields initial reports for pollution and railroad incidents and forwards that information to appropriate federal/state agencies for response. The spreadsheets posted to the NRC website contain initial incident data that has not been validated or investigated by a federal/state response agency. Response center calls from 1990 to the most recent complete calendar year where there was indication of Aqueous Film Forming Foam (AFFF) usage are included in this dataset. NRC calls may reference AFFF usage in the ?Material Involved? or ?Incident Description? fields.

Date of Government Version: 02/23/2022
Date Data Arrived at EDR: 03/31/2022
Date Made Active in Reports: 11/08/2022
Number of Days to Update: 222

Source: Environmental Protection Agency
Telephone: 202-272-0167
Last EDR Contact: 01/05/2023
Next Scheduled EDR Contact: 04/17/2023
Data Release Frequency: Varies

PFAS 3: PFAS Environmental Site Remediation List

Per- and Polyfluoroalkyl Substances (PFAS) are a group of chemicals used to make fluoropolymer coatings and products that resist heat, oil, stains, grease, and water. Fluoropolymer coatings are blends of resins and lubricants used in products such as water-repellent clothing, furniture, adhesives, paint and varnish, food packaging, heat-resistant non-stick cooking surfaces and insulation of electrical wires. Chemicals in this group include perfluorooctanoic acid (PFOA) and perfluorooctane sulfonic acid (PFOS).

Date of Government Version: 11/07/2022
Date Data Arrived at EDR: 11/07/2022
Date Made Active in Reports: 01/30/2023
Number of Days to Update: 84

Source: Department of Environmental Conservation
Telephone: 518-402-9759
Last EDR Contact: 02/07/2023
Next Scheduled EDR Contact: 05/22/2023
Data Release Frequency: Varies

PFAS 2: New York State Inactive Landfill Initiative

A list of landfills that were investigated and the analytical results for PFOA and PFOS for those landfills. These data represent the landfills from the ILI database that were investigated.

Date of Government Version: 11/14/2022
Date Data Arrived at EDR: 01/12/2023
Date Made Active in Reports: 01/23/2023
Number of Days to Update: 11

Source: Department of Environmental Conservation
Telephone: 518-402-9662
Last EDR Contact: 01/10/2023
Next Scheduled EDR Contact: 05/15/2023
Data Release Frequency: Varies

PFAS: PFAS Contamination Site Location Listing

DEC surveyed select businesses, fire departments, fire training centers, bulk storage facilities, airports, and Department of Defense (DoD) facilities. The responses to the survey have helped to determine if these entities used or stored materials containing PFOA/PFOS including AFFF and dispersants used in Teflon coating operations. The results of this survey will be updated periodically as additional responses are received..

Date of Government Version: 01/16/2019
Date Data Arrived at EDR: 05/08/2019
Date Made Active in Reports: 06/24/2019
Number of Days to Update: 47

Source: Department of Environmental Conservation
Telephone: 518-402-9020
Last EDR Contact: 02/03/2023
Next Scheduled EDR Contact: 05/15/2023
Data Release Frequency: Varies

AIRS: Air Emissions Data

Point source emissions inventory data.

Date of Government Version: 11/04/2022
Date Data Arrived at EDR: 11/07/2022
Date Made Active in Reports: 01/27/2023
Number of Days to Update: 81

Source: Department of Environmental Conservation
Telephone: 518-402-8452
Last EDR Contact: 01/17/2023
Next Scheduled EDR Contact: 05/01/2023
Data Release Frequency: Annually

COAL ASH: Coal Ash Disposal Site Listing

A listing of coal ash disposal site locations.

Date of Government Version: 10/03/2022
Date Data Arrived at EDR: 10/04/2022
Date Made Active in Reports: 12/20/2022
Number of Days to Update: 77

Source: Department of Environmental Conservation
Telephone: 518-402-8660
Last EDR Contact: 12/20/2022
Next Scheduled EDR Contact: 04/10/2023
Data Release Frequency: Quarterly

DRYCLEANERS: Registered Drycleaners

A listing of all registered drycleaning facilities.

Date of Government Version: 08/30/2022
Date Data Arrived at EDR: 08/31/2022
Date Made Active in Reports: 09/07/2022
Number of Days to Update: 7

Source: Department of Environmental Conservation
Telephone: 518-402-8403
Last EDR Contact: 12/01/2022
Next Scheduled EDR Contact: 03/20/2023
Data Release Frequency: Annually

E DESIGNATION: E DESIGNATION SITE LISTING

The (E (Environmental)) designation would ensure that sampling and remediation take place on the subject properties, and would avoid any significant impacts related to hazardous materials at these locations. The (E) designations would require that the fee owner of the sites conduct a testing and sampling protocol, and remediation where appropriate, to the satisfaction of the NYCDEP before the issuance of a building permit by the Department of Buildings pursuant to the provisions of Section 11-15 of the Zoning Resolution (Environmental Requirements). The (E) designations also include a mandatory construction-related health and safety plan which must be approved by NYCDEP.

Date of Government Version: 09/21/2022
Date Data Arrived at EDR: 10/14/2022
Date Made Active in Reports: 10/19/2022
Number of Days to Update: 5

Source: New York City Department of City Planning
Telephone: 718-595-6658
Last EDR Contact: 12/12/2022
Next Scheduled EDR Contact: 03/27/2023
Data Release Frequency: Semi-Annually

Financial Assurance 1: Financial Assurance Information Listing

Financial assurance information.

Date of Government Version: 09/29/2022
Date Data Arrived at EDR: 09/30/2022
Date Made Active in Reports: 10/06/2022
Number of Days to Update: 6

Source: Department of Environmental Conservation
Telephone: 518-402-8660
Last EDR Contact: 12/20/2022
Next Scheduled EDR Contact: 04/10/2023
Data Release Frequency: Quarterly

Financial Assurance 2: Financial Assurance Information Listing

A listing of financial assurance information for hazardous waste facilities. Financial assurance is intended to ensure that resources are available to pay for the cost of closure, post-closure care, and corrective measures if the owner or operator of a regulated facility is unable or unwilling to pay.

Date of Government Version: 06/11/2020
Date Data Arrived at EDR: 06/16/2020
Date Made Active in Reports: 09/02/2020
Number of Days to Update: 78

Source: Department of Environmental Conservation
Telephone: 518-402-8712
Last EDR Contact: 12/01/2022
Next Scheduled EDR Contact: 03/20/2023
Data Release Frequency: Varies

HSWDS: Hazardous Substance Waste Disposal Site Inventory

The list includes any known or suspected hazardous substance waste disposal sites. Also included are sites delisted from the Registry of Inactive Hazardous Waste Disposal Sites and non-Registry sites that U.S. EPA Preliminary Assessment (PA) reports or Site Investigation (SI) reports were prepared. Hazardous Substance Waste Disposal Sites are eligible to be Superfund sites now that the New York State Superfund has been refinanced and changed. This means that the study inventory has served its purpose and will no longer be maintained as a separate entity. The last version of the study inventory is frozen in time. The sites on the study will not automatically be made Superfund sites, rather each site will be further evaluated for listing on the Registry. So overtime they will be added to the registry or not.

Date of Government Version: 01/01/2003
Date Data Arrived at EDR: 10/20/2006
Date Made Active in Reports: 11/30/2006
Number of Days to Update: 41

Source: Department of Environmental Conservation
Telephone: 518-402-9564
Last EDR Contact: 05/26/2009
Next Scheduled EDR Contact: 08/24/2009
Data Release Frequency: No Update Planned

NYC LEAD: Lead-based Paint Testing Results

The results of the inspections for all classrooms serving students under six in applicable buildings. Identifies all classrooms, whether there was observation of peeling paint, and if there was, standard response protocol was followed.

Date of Government Version: 08/26/2022
Date Data Arrived at EDR: 10/31/2022
Date Made Active in Reports: 01/19/2023
Number of Days to Update: 80

Source: New York City Department of Education
Telephone: 212-374-5141
Last EDR Contact: 02/01/2023
Next Scheduled EDR Contact: 05/15/2023
Data Release Frequency: Varies

NYC LEAD 2: Recent Lead Paint Violations

Pursuant to New York City?s Housing Maintenance Code, the Department of Housing Preservation and Development (HPD) issues violations against conditions in rental dwelling units that have been verified to violate the New York City Housing Maintenance Code (HMC) or the New York State Multiple Dwelling Law (MDL). Violations are issued when an inspection verifies that a violation of the HMC or MDL exists. It is closed when the violation is corrected, as observed/verified by HPD or as certified by the landlord.

Date of Government Version: 10/31/2022
Date Data Arrived at EDR: 10/31/2022
Date Made Active in Reports: 01/19/2023
Number of Days to Update: 80

Source: New York City Department of Housing Preservation & Development
Telephone: 212-863-8200
Last EDR Contact: 02/01/2023
Next Scheduled EDR Contact: 05/15/2023
Data Release Frequency: Varies

NY MANIFEST: Facility and Manifest Data

Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a TSD facility.

Date of Government Version: 01/01/2019
Date Data Arrived at EDR: 10/29/2021
Date Made Active in Reports: 01/19/2022
Number of Days to Update: 82

Source: Department of Environmental Conservation
Telephone: 518-402-8651
Last EDR Contact: 01/27/2023
Next Scheduled EDR Contact: 05/08/2023
Data Release Frequency: Quarterly

SPDES: State Pollutant Discharge Elimination System

New York State has a state program which has been approved by the United States Environmental Protection Agency for the control of wastewater and stormwater discharges in accordance with the Clean Water Act. Under New York State law the program is known as the State Pollutant Discharge Elimination System (SPDES) and is broader in scope than that required by the Clean Water Act in that it controls point source discharges to groundwaters as well as surface waters.

Date of Government Version: 10/20/2022
Date Data Arrived at EDR: 11/09/2022
Date Made Active in Reports: 01/30/2023
Number of Days to Update: 82

Source: Department of Environmental Conservation
Telephone: 518-402-8233
Last EDR Contact: 01/17/2023
Next Scheduled EDR Contact: 05/01/2023
Data Release Frequency: No Update Planned

VAPOR REOPENED: Vapor Intrusion Legacy Site List

New York is currently re-evaluating previous assumptions and decisions regarding the potential for soil vapor intrusion exposures at sites. As a result, all past, current, and future contaminated sites will be evaluated to determine whether these sites have the potential for exposures related to soil vapor intrusion.

Date of Government Version: 01/01/2022
Date Data Arrived at EDR: 02/08/2022
Date Made Active in Reports: 05/06/2022
Number of Days to Update: 87

Source: Department of Environmenal Conservation
Telephone: 518-402-9814
Last EDR Contact: 02/10/2023
Next Scheduled EDR Contact: 05/22/2023
Data Release Frequency: Varies

UIC: Underground Injection Control Wells
A listing of enhanced oil recovery underground injection wells.

Date of Government Version: 08/24/2022
Date Data Arrived at EDR: 08/25/2022
Date Made Active in Reports: 11/14/2022
Number of Days to Update: 81

Source: Department of Environmental Conservation
Telephone: 518-402-8056
Last EDR Contact: 11/30/2022
Next Scheduled EDR Contact: 03/13/2023
Data Release Frequency: Quarterly

COOLING TOWERS: Registered Cooling Towers
This data includes the location of cooling towers registered with New York State. The data is self-reported by owners/property managers of cooling towers in service in New York State. In August 2015, the New York State Department of Health released emergency regulations requiring the owners of cooling towers to register them with New York State.

Date of Government Version: 10/04/2022
Date Data Arrived at EDR: 10/10/2022
Date Made Active in Reports: 01/04/2023
Number of Days to Update: 86

Source: Department of Health
Telephone: 518-402-7650
Last EDR Contact: 01/11/2023
Next Scheduled EDR Contact: 04/24/2023
Data Release Frequency: Varies

PCS INACTIVE: Listing of Inactive PCS Permits
An inactive permit is a facility that has shut down or is no longer discharging.

Date of Government Version: 11/05/2014
Date Data Arrived at EDR: 01/06/2015
Date Made Active in Reports: 05/06/2015
Number of Days to Update: 120

Source: EPA
Telephone: 202-564-2496
Last EDR Contact: 12/28/2022
Next Scheduled EDR Contact: 04/17/2023
Data Release Frequency: Semi-Annually

MINES MRDS: Mineral Resources Data System
Mineral Resources Data System

Date of Government Version: 04/06/2018
Date Data Arrived at EDR: 10/21/2019
Date Made Active in Reports: 10/24/2019
Number of Days to Update: 3

Source: USGS
Telephone: 703-648-6533
Last EDR Contact: 11/22/2022
Next Scheduled EDR Contact: 03/06/2023
Data Release Frequency: Varies

PCS ENF: Enforcement data
No description is available for this data

Date of Government Version: 12/31/2014
Date Data Arrived at EDR: 02/05/2015
Date Made Active in Reports: 03/06/2015
Number of Days to Update: 29

Source: EPA
Telephone: 202-564-2497
Last EDR Contact: 12/28/2022
Next Scheduled EDR Contact: 04/17/2023
Data Release Frequency: Varies

PCS: Permit Compliance System
PCS is a computerized management information system that contains data on National Pollutant Discharge Elimination System (NPDES) permit holding facilities. PCS tracks the permit, compliance, and enforcement status of NPDES facilities.

Date of Government Version: 07/14/2011
Date Data Arrived at EDR: 08/05/2011
Date Made Active in Reports: 09/29/2011
Number of Days to Update: 55

Source: EPA, Office of Water
Telephone: 202-564-2496
Last EDR Contact: 12/28/2022
Next Scheduled EDR Contact: 04/17/2023
Data Release Frequency: Semi-Annually

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP: EDR Proprietary Manufactured Gas Plants

The EDR Proprietary Manufactured Gas Plant Database includes records of coal gas plants (manufactured gas plants) compiled by EDR's researchers. Manufactured gas sites were used in the United States from the 1800's to 1950's to produce a gas that could be distributed and used as fuel. These plants used whale oil, rosin, coal, or a mixture of coal, oil, and water that also produced a significant amount of waste. Many of the byproducts of the gas production, such as coal tar (oily waste containing volatile and non-volatile chemicals), sludges, oils and other compounds are potentially hazardous to human health and the environment. The byproduct from this process was frequently disposed of directly at the plant site and can remain or spread slowly, serving as a continuous source of soil and groundwater contamination.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

EDR Hist Auto: EDR Exclusive Historical Auto Stations

EDR has searched selected national collections of business directories and has collected listings of potential gas station/filling station/service station sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include gas station/filling station/service station establishments. The categories reviewed included, but were not limited to gas, gas station, gasoline station, filling station, auto, automobile repair, auto service station, service station, etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

EDR Hist Cleaner: EDR Exclusive Historical Cleaners

EDR has searched selected national collections of business directories and has collected listings of potential dry cleaner sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include dry cleaning establishments. The categories reviewed included, but were not limited to dry cleaners, cleaners, laundry, laundromat, cleaning/laundry, wash & dry etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

RGA HWS: Recovered Government Archive State Hazardous Waste Facilities List

The EDR Recovered Government Archive State Hazardous Waste database provides a list of SHWS incidents derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Environmental Conservation in New York.

Date of Government Version: N/A
Date Data Arrived at EDR: 07/01/2013
Date Made Active in Reports: 12/30/2013
Number of Days to Update: 182

Source: Department of Environmental Conservation
Telephone: N/A
Last EDR Contact: 06/01/2012
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

RGA LF: Recovered Government Archive Solid Waste Facilities List

The EDR Recovered Government Archive Landfill database provides a list of landfills derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Environmental Conservation in New York.

Date of Government Version: N/A
Date Data Arrived at EDR: 07/01/2013
Date Made Active in Reports: 01/10/2014
Number of Days to Update: 193

Source: Department of Environmental Conservation
Telephone: N/A
Last EDR Contact: 06/01/2012
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

COUNTY RECORDS

CORTLAND COUNTY:

AST - CORTLAND: Cortland County Storage Tank Listing

A listing of aboveground storage tank sites located in Cortland County.

Date of Government Version: 08/20/2019
Date Data Arrived at EDR: 08/20/2019
Date Made Active in Reports: 10/16/2019
Number of Days to Update: 57

Source: Cortland County Health Department
Telephone: 607-753-5035
Last EDR Contact: 01/23/2023
Next Scheduled EDR Contact: 05/08/2023
Data Release Frequency: Quarterly

UST - CORTLAND: Cortland County Storage Tank Listing

A listing of underground storage tank sites located in Cortland County.

Date of Government Version: 08/20/2019
Date Data Arrived at EDR: 08/20/2019
Date Made Active in Reports: 10/16/2019
Number of Days to Update: 57

Source: Cortland County Health Department
Telephone: 607-753-5035
Last EDR Contact: 01/23/2023
Next Scheduled EDR Contact: 05/08/2023
Data Release Frequency: Quarterly

NASSAU COUNTY:

AST - NASSAU: Registered Tank Database

A listing of aboveground storage tank sites located in Nassau County.

Date of Government Version: 01/09/2017
Date Data Arrived at EDR: 01/11/2017
Date Made Active in Reports: 02/15/2017
Number of Days to Update: 35

Source: Nassau County Health Department
Telephone: 516-571-3314
Last EDR Contact: 01/23/2023
Next Scheduled EDR Contact: 05/08/2023
Data Release Frequency: No Update Planned

AST NCFM: Storage Tank Database

A listing of aboveground storage tank sites located in Nassau County.

Date of Government Version: 02/15/2011
Date Data Arrived at EDR: 02/23/2011
Date Made Active in Reports: 03/29/2011
Number of Days to Update: 34

Source: Nassau County Office of the Fire Marshal
Telephone: 516-572-1000
Last EDR Contact: 01/23/2023
Next Scheduled EDR Contact: 05/08/2023
Data Release Frequency: Varies

TANKS NASSAU: Registered Tank Database in Nassau County
A listing of facilities in Nassau County with storage tanks.

Date of Government Version: 01/09/2017
Date Data Arrived at EDR: 01/11/2017
Date Made Active in Reports: 02/15/2017
Number of Days to Update: 35
Source: Nassau County Department of Health
Telephone: 516-227-9691
Last EDR Contact: 01/23/2023
Next Scheduled EDR Contact: 05/08/2023
Data Release Frequency: Varies

UST - NASSAU: Registered Tank Database
A listing of underground storage tank sites located in Nassau County.

Date of Government Version: 01/09/2017
Date Data Arrived at EDR: 01/11/2017
Date Made Active in Reports: 02/15/2017
Number of Days to Update: 35
Source: Nassau County Health Department
Telephone: 516-571-3314
Last EDR Contact: 01/23/2023
Next Scheduled EDR Contact: 05/08/2023
Data Release Frequency: No Update Planned

UST NCFM: Storage Tank Database
A listing of underground storage tank sites located in Nassau County.

Date of Government Version: 02/15/2011
Date Data Arrived at EDR: 02/23/2011
Date Made Active in Reports: 03/29/2011
Number of Days to Update: 34
Source: Nassau County Office of the Fire Marshal
Telephone: 516-572-1000
Last EDR Contact: 01/23/2023
Next Scheduled EDR Contact: 05/08/2023
Data Release Frequency: Varies

ROCKLAND COUNTY:

AST - ROCKLAND: Petroleum Bulk Storage Database
A listing of aboveground storage tank sites located in Rockland County. Rockland County?s Petroleum Bulk Storage (PBS) program is no longer in service. All related operations/duties are now wholly overseen by the New York State Dept. of Environmental Conservation (NYSDEC).

Date of Government Version: 02/02/2017
Date Data Arrived at EDR: 03/17/2017
Date Made Active in Reports: 09/22/2017
Number of Days to Update: 189
Source: Rockland County Health Department
Telephone: 914-364-2605
Last EDR Contact: 11/22/2022
Next Scheduled EDR Contact: 03/13/2023
Data Release Frequency: No Update Planned

UST - ROCKLAND: Petroleum Bulk Storage Database
A listing of underground storage tank sites located in Rockland County. Rockland County?s Petroleum Bulk Storage (PBS) program is no longer in service. All related operations/duties are now wholly overseen by the New York State Dept. of Environmental Conservation (NYSDEC).

Date of Government Version: 02/02/2017
Date Data Arrived at EDR: 03/17/2017
Date Made Active in Reports: 09/22/2017
Number of Days to Update: 189
Source: Rockland County Health Department
Telephone: 914-364-2605
Last EDR Contact: 11/22/2022
Next Scheduled EDR Contact: 03/13/2023
Data Release Frequency: No Update Planned

SUFFOLK COUNTY:

AST - SUFFOLK: Storage Tank Database
A listing of aboveground storage tank sites located in Suffolk County.

Date of Government Version: 06/28/2018
Date Data Arrived at EDR: 12/06/2018
Date Made Active in Reports: 02/07/2019
Number of Days to Update: 63
Source: Suffolk County Department of Health Services
Telephone: 631-854-2521
Last EDR Contact: 01/23/2023
Next Scheduled EDR Contact: 05/08/2023
Data Release Frequency: No Update Planned

TANKS SUFFOLK: Storage Tank Database

This county is not included in the state?s database. These are facilities that have no tank information in the storage tank database.

Date of Government Version: 06/28/2018
Date Data Arrived at EDR: 02/05/2019
Date Made Active in Reports: 03/08/2019
Number of Days to Update: 31

Source: Department of Health Services
Telephone: 631-854-2516
Last EDR Contact: 01/23/2023
Next Scheduled EDR Contact: 05/08/2023
Data Release Frequency: Varies

UST - SUFFOLK: Storage Tank Database

A listing of underground storage tank sites located in Suffolk County.

Date of Government Version: 06/28/2018
Date Data Arrived at EDR: 12/06/2018
Date Made Active in Reports: 02/07/2019
Number of Days to Update: 63

Source: Suffolk County Department of Health Services
Telephone: 631-854-2521
Last EDR Contact: 01/23/2023
Next Scheduled EDR Contact: 05/08/2023
Data Release Frequency: No Update Planned

WESTCHESTER COUNTY:

AST - WESTCHESTER: Listing of Storage Tanks

A listing of aboveground storage tank sites located in Westchester County.

Date of Government Version: 07/20/2022
Date Data Arrived at EDR: 08/23/2022
Date Made Active in Reports: 11/14/2022
Number of Days to Update: 83

Source: Westchester County Department of Health
Telephone: 914-813-5161
Last EDR Contact: 01/23/2023
Next Scheduled EDR Contact: 05/08/2023
Data Release Frequency: Semi-Annually

UST - WESTCHESTER: Listing of Storage Tanks

A listing of underground storage tank sites located in Westchester County.

Date of Government Version: 07/20/2022
Date Data Arrived at EDR: 08/23/2022
Date Made Active in Reports: 11/14/2022
Number of Days to Update: 83

Source: Westchester County Department of Health
Telephone: 914-813-5161
Last EDR Contact: 01/23/2023
Next Scheduled EDR Contact: 05/08/2023
Data Release Frequency: Semi-Annually

OTHER DATABASE(S)

Depending on the geographic area covered by this report, the data provided in these specialty databases may or may not be complete. For example, the existence of wetlands information data in a specific report does not mean that all wetlands in the area covered by the report are included. Moreover, the absence of any reported wetlands information does not necessarily mean that wetlands do not exist in the area covered by the report.

CT MANIFEST: Hazardous Waste Manifest Data

Facility and manifest data. Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a tsd facility.

Date of Government Version: 11/16/2022
Date Data Arrived at EDR: 11/16/2022
Date Made Active in Reports: 02/06/2023
Number of Days to Update: 82

Source: Department of Energy & Environmental Protection
Telephone: 860-424-3375
Last EDR Contact: 02/10/2023
Next Scheduled EDR Contact: 05/22/2023
Data Release Frequency: No Update Planned

NJ MANIFEST: Manifest Information
Hazardous waste manifest information.

Date of Government Version: 12/31/2018
Date Data Arrived at EDR: 04/10/2019
Date Made Active in Reports: 05/16/2019
Number of Days to Update: 36

Source: Department of Environmental Protection
Telephone: N/A
Last EDR Contact: 12/28/2022
Next Scheduled EDR Contact: 04/17/2023
Data Release Frequency: Annually

PA MANIFEST: Manifest Information
Hazardous waste manifest information.

Date of Government Version: 06/30/2018
Date Data Arrived at EDR: 07/19/2019
Date Made Active in Reports: 09/10/2019
Number of Days to Update: 53

Source: Department of Environmental Protection
Telephone: 717-783-8990
Last EDR Contact: 01/06/2023
Next Scheduled EDR Contact: 04/24/2023
Data Release Frequency: Annually

RI MANIFEST: Manifest information
Hazardous waste manifest information

Date of Government Version: 12/31/2020
Date Data Arrived at EDR: 11/30/2021
Date Made Active in Reports: 02/18/2022
Number of Days to Update: 80

Source: Department of Environmental Management
Telephone: 401-222-2797
Last EDR Contact: 02/13/2022
Next Scheduled EDR Contact: 05/29/2023
Data Release Frequency: Annually

VT MANIFEST: Hazardous Waste Manifest Data
Hazardous waste manifest information.

Date of Government Version: 10/28/2019
Date Data Arrived at EDR: 10/29/2019
Date Made Active in Reports: 01/09/2020
Number of Days to Update: 72

Source: Department of Environmental Conservation
Telephone: 802-241-3443
Last EDR Contact: 01/06/2023
Next Scheduled EDR Contact: 04/24/2023
Data Release Frequency: Annually

WI MANIFEST: Manifest Information
Hazardous waste manifest information.

Date of Government Version: 05/31/2018
Date Data Arrived at EDR: 06/19/2019
Date Made Active in Reports: 09/03/2019
Number of Days to Update: 76

Source: Department of Natural Resources
Telephone: N/A
Last EDR Contact: 12/01/2022
Next Scheduled EDR Contact: 03/20/2023
Data Release Frequency: Annually

Oil/Gas Pipelines
Source: Endeavor Business Media
Petroleum Bundle (Crude Oil, Refined Products, Petrochemicals, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)) N = Natural Gas Bundle (Natural Gas, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)). This map includes information copyrighted by Endeavor Business Media. This information is provided on a best effort basis and Endeavor Business Media does not guarantee its accuracy nor warrant its fitness for any particular purpose. Such information has been reprinted with the permission of Endeavor Business Media.

Electric Power Transmission Line Data
Source: Endeavor Business Media
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Sensitive Receptors: There are individuals deemed sensitive receptors due to their fragile immune systems and special sensitivity to environmental discharges. These sensitive receptors typically include the elderly, the sick, and children. While the location of all sensitive receptors cannot be determined, EDR indicates those buildings and facilities - schools, daycares, hospitals, medical centers, and nursing homes - where individuals who are sensitive receptors are likely to be located.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

AHA Hospitals:
Source: American Hospital Association, Inc.
Telephone: 312-280-5991
The database includes a listing of hospitals based on the American Hospital Association's annual survey of hospitals.

Medical Centers: Provider of Services Listing
Source: Centers for Medicare & Medicaid Services
Telephone: 410-786-3000
A listing of hospitals with Medicare provider number, produced by Centers of Medicare & Medicaid Services, a federal agency within the U.S. Department of Health and Human Services.

Nursing Homes
Source: National Institutes of Health
Telephone: 301-594-6248
Information on Medicare and Medicaid certified nursing homes in the United States.

Public Schools
Source: National Center for Education Statistics
Telephone: 202-502-7300
The National Center for Education Statistics' primary database on elementary and secondary public education in the United States. It is a comprehensive, annual, national statistical database of all public elementary and secondary schools and school districts, which contains data that are comparable across all states.

Private Schools
Source: National Center for Education Statistics
Telephone: 202-502-7300
The National Center for Education Statistics' primary database on private school locations in the United States.

Daycare Centers: Day Care Providers
Source: Department of Health
Telephone: 212-676-2444

Flood Zone Data: This data was obtained from the Federal Emergency Management Agency (FEMA). It depicts 100-year and 500-year flood zones as defined by FEMA. It includes the National Flood Hazard Layer (NFHL) which incorporates Flood Insurance Rate Map (FIRM) data and Q3 data from FEMA in areas not covered by NFHL.
Source: FEMA
Telephone: 877-336-2627
Date of Government Version: 2003, 2015

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005, 2010 and 2015 from the U.S. Fish and Wildlife Service.

State Wetlands Data: Freshwater Wetlands
Source: Department of Environmental Conservation
Telephone: 518-402-8961

Current USGS 7.5 Minute Topographic Map
Source: U.S. Geological Survey

STREET AND ADDRESS INFORMATION

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APPENDIX D
GEOLOGIC BORING LOGS

LiRo Engineers, Inc.

TEST BORING LOG

BORING NO:	**SB-01**
SHEET:	**1 of 1**
JOB NO.:	**19-294-0265.01**
LOCATION:	**Bartow Ave.**
GROUND ELEVATION:	**NA**
DATE STARTED:	**June 19, 2023**
DATE FINISHED:	**June 19, 2023**
DRILLER:	**Edmund Gallo**
GEOLOGIST:	**Eva Jakubowska**
REVIEWED BY:	**Tom Fralick**

PROJECT: Reconstruction of Bruner and Ely Avenues, Bronx, NY

CLIENT: Department of Design and Construction - HWX402

BORING CONTRACTOR: Associated Environmental Services, LLC.

GROUNDWATER: ND

DATE	TIME	LEVEL	TYPE	TYPE	CAS.	SAMPLER	TUBE
			NA	DIA.			
				WT.			
				FALL			

DEPTH FEET	SAMPLE STRATA	"S" NO.	"N" NO.	BLOWS PER 6"	REC% RQD%	DESCRIPTION COLOR	CONSISTENCY HARDNESS	MATERIAL DESCRIPTION	USCS	REMARKS
1 – 7					NA	Brown	NA	0-6.0': Fine to medium Sand, some gravel, and fill material.	FILL	Hand cleared to 7' bgs PID: 0.0 ppm Dry
10								Boring terminated at 7 ft bgs.		

COMMENTS: Grab samples collected @ 6.5-7.0 ftbg. Composite sample collected from 0-7.0 ftbg. Soil was classified in accordance with the Unified Soil Classification System (USCS).

PROJECT NO.: 19-294-0265.01

BORING NO.: SB-01

LiRo Engineers, Inc.

TEST BORING LOG

BORING NO:	**SB-02**
SHEET:	**1 of 1**
JOB NO.:	**19-294-0265.01**
LOCATION:	**Ely Ave.**
GROUND ELEVATION:	**NA**
DATE STARTED:	**June 19, 2023**
DATE FINISHED:	**June 19, 2023**
DRILLER:	**Edmund Gallo**
GEOLOGIST:	**Eva Jakubowska**
REVIEWED BY:	**Tom Fralick**

PROJECT: Reconstruction of Bruner and Ely Avenues, Bronx, NY

CLIENT: Department of Design and Construction - HWX402

BORING CONTRACTOR: Associated Environmental Services, LLC.

GROUNDWATER: ND

DATE	TIME	LEVEL	TYPE	TYPE	CAS.	SAMPLER	TUBE
			NA	DIA.			
				WT.			
				FALL			

DEPTH FEET	SAMPLE STRATA	"S" NO.	"N" NO.	BLOWS PER 6"	REC% RQD%	DESCRIPTION COLOR	CONSISTENCY HARDNESS	MATERIAL DESCRIPTION	USCS	REMARKS
1 – 7					NA	Brown to yellowish-brown	NA	0-6.0': Fine to medium Sand, gravel, and fill material.	FILL	Hand cleared to 7' bgs PID: 0.0 ppm Dry
10								Boring terminated at 7 ft bgs.		

COMMENTS: Grab samples collected @ 6.5-7.0 ftbg. Composite sample collected from 0-7.0 ftbg. Soil was classified in accordance with the Unified Soil Classification System (USCS).

PROJECT NO.: 19-294-0265.01

BORING NO.: SB-02

LiRo Engineers, Inc.

TEST BORING LOG

BORING NO:	**SB-03**
SHEET:	**1 of 1**
JOB NO.:	**19-294-0265.01**
LOCATION:	**Ely Ave.**
GROUND ELEVATION:	**NA**
DATE STARTED:	**June 19, 2023**
DATE FINISHED:	**June 19, 2023**
DRILLER:	**Edmund Gallo**
GEOLOGIST:	**Eva Jakubowska**
REVIEWED BY:	**Tom Fralick**

PROJECT: Reconstruction of Bruner and Ely Avenues, Bronx, NY

CLIENT: Department of Design and Construction - HWX402

BORING CONTRACTOR: Associated Environmental Services, LLC.

GROUNDWATER: ND

DATE	TIME	LEVEL	TYPE	TYPE	CAS.	SAMPLER	TUBE
			NA	DIA.			
				WT.			
				FALL			

DEPTH FEET	SAMPLE STRATA	"S" NO.	"N" NO.	BLOWS PER 6"	REC% RQD%	DESCRIPTION COLOR	CONSISTENCY HARDNESS	MATERIAL DESCRIPTION	USCS	REMARKS
1 – 7					NA	Brown to dark brown	NA	0-6.0': Fine to medium Sand, lots of gravel, and fill material.	FILL	Hand cleared to 7' bgs PID: 0.0 ppm Dry
10								Boring terminated at 7 ft bgs.		

COMMENTS: Grab samples collected @ 6.5-7.0 ftbg. Composite sample collected from 0-7.0 ftbg. Soil was classified in accordance with the Unified Soil Classification System (USCS).

PROJECT NO.: 19-294-0265.01

BORING NO.: SB-03

LiRo Engineers, Inc.

TEST BORING LOG

BORING NO:	**SB-04**
SHEET:	**1 of 1**
JOB NO.:	**19-294-0265.01**
LOCATION:	**Allerton Ave.**
GROUND ELEVATION:	**NA**
DATE STARTED:	**June 19, 2023**
DATE FINISHED:	**June 19, 2023**
DRILLER:	**Edmund Gallo**
GEOLOGIST:	**Eva Jakubowska**
REVIEWED BY:	**Tom Fralick**

PROJECT: Reconstruction of Bruner and Ely Avenues, Bronx, NY

CLIENT: Department of Design and Construction - HWX402

BORING CONTRACTOR: Associated Environmental Services, LLC.

GROUNDWATER: ND

DATE	TIME	LEVEL	TYPE	TYPE	CAS.	SAMPLER	TUBE
			NA	DIA.			
				WT.			
				FALL			

DEPTH FEET	SAMPLE STRATA	"S" NO.	"N" NO.	BLOWS PER 6"	REC% RQD%	DESCRIPTION COLOR	CONSISTENCY HARDNESS	MATERIAL DESCRIPTION	USCS	REMARKS
1 – 7					NA	Brown	NA	0-6.0': Fine to medium Sand, gravel, and fill material.	FILL	Hand cleared to 7' bgs PID: 0.0 ppm Dry
10								Boring terminated at 7 ft bgs.		

COMMENTS: Grab samples collected @ 6.5-7.0 ftbg. Composite sample collected from 0-7.0 ftbg. Soil was classified in accordance with the Unified Soil Classification System (USCS).

PROJECT NO.: 19-294-0265.01

BORING NO.: SB-04

LiRo Engineers, Inc.

TEST BORING LOG

BORING NO:	**SB-05**
SHEET:	**1 of 1**
JOB NO.:	**19-294-0265.01**
LOCATION:	**Burner Ave.**
GROUND ELEVATION:	**NA**
DATE STARTED:	**June 19, 2023**
DATE FINISHED:	**June 19, 2023**
DRILLER:	**Edmund Gallo**
GEOLOGIST:	**Eva Jakubowska**
REVIEWED BY:	**Tom Fralick**

PROJECT: Reconstruction of Bruner and Ely Avenues, Bronx, NY

CLIENT: Department of Design and Construction - HWX402

BORING CONTRACTOR: Associated Environmental Services, LLC.

GROUNDWATER: ND

DATE	TIME	LEVEL	TYPE	TYPE	CAS.	SAMPLER	TUBE
			NA	DIA.			
				WT.			
				FALL			

DEPTH FEET	SAMPLE STRATA	"S" NO.	"N" NO.	BLOWS PER 6"	REC% RQD%	DESCRIPTION COLOR	CONSISTENCY HARDNESS	MATERIAL DESCRIPTION	USCS	REMARKS
1					NA	Brown	NA	0-6.0': Fine Sand, gravel, and fill material.	FILL	Hand cleared to 7' bgs PID: 0.0 ppm Dry
7								Boring terminated at 7 ft bgs.		
10										
15										
20										
25										
30										

COMMENTS: Grab samples collected @ 6.5-7.0 ftbg. Composite sample collected from 0-7.0 ftbg. Soil was classified in accordance with the Unified Soil Classification System (USCS).

PROJECT NO.: 19-294-0265.01

BORING NO.: SB-05

LiRo Engineers, Inc.

TEST BORING LOG

BORING NO:	**SB-06**
SHEET:	**1 of 1**
JOB NO.:	**19-294-0265.01**
LOCATION:	**Burner Ave.**
GROUND ELEVATION:	**NA**
DATE STARTED:	**June 19, 2023**
DATE FINISHED:	**June 19, 2023**
DRILLER:	**Edmund Gallo**
GEOLOGIST:	**Eva Jakubowska**
REVIEWED BY:	**Tom Fralick**

PROJECT: Reconstruction of Bruner and Ely Avenues, Bronx, NY

CLIENT: Department of Design and Construction - HWX402

BORING CONTRACTOR: Associated Environmental Services, LLC.

GROUNDWATER: ND

DATE	TIME	LEVEL	TYPE	TYPE	CAS.	SAMPLER	TUBE
			NA	DIA.			
				WT.			
				FALL			

DEPTH FEET	SAMPLE STRATA	"S" NO.	"N" NO.	BLOWS PER 6"	REC% RQD%	DESCRIPTION COLOR	CONSISTENCY HARDNESS	MATERIAL DESCRIPTION	USCS	REMARKS
1 – 7					NA	Brown	NA	0-6.0': Fine to medium Sand, large gravel, and fill material.	FILL	Hand cleared to 7' bgs PID: 0.0 ppm Dry
10								Boring terminated at 7 ft bgs.		

COMMENTS: Grab samples collected @ 6.5-7.0 ftbg. Composite sample collected from 0-7.0 ftbg. Soil was classified in accordance with the Unified Soil Classification System (USCS).

PROJECT NO.: 19-294-0265.01

BORING NO.: SB-06

LiRo Engineers, Inc.

TEST BORING LOG

BORING NO:	**SB-07**
SHEET:	**1 of 1**
JOB NO.:	**19-294-0265.01**
LOCATION:	**Burner Ave./Bartow Ave.**
GROUND ELEVATION:	**NA**
DATE STARTED:	**June 19, 2023**
DATE FINISHED:	**June 19, 2023**
DRILLER:	**Edmund Gallo**
GEOLOGIST:	**Eva Jakubowska**
REVIEWED BY:	**Tom Fralick**

PROJECT: Reconstruction of Bruner and Ely Avenues, Bronx, NY

CLIENT: Department of Design and Construction - HWX402

BORING CONTRACTOR: Associated Environmental Services, LLC.

GROUNDWATER: ND

	CAS.	SAMPLER	TUBE
TYPE			
DIA.			
WT.			
FALL			

DATE	TIME	LEVEL	TYPE
			NA

DEPTH FEET	SAMPLE STRATA	"S" NO.	"N" NO.	BLOWS PER 6"	REC% RQD%	COLOR	CONSISTENCY HARDNESS	MATERIAL DESCRIPTION	USCS	REMARKS
1					NA	Brown	NA	0-6.0': Fine to medium Sand, gravel, and fill material.	FILL	Hand cleared to 7' bgs PID: 0.0 ppm Dry
7								Boring terminated at 7 ft bgs.		
10										
15										
20										
25										
30										

COMMENTS: Grab samples collected @ 6.5-7.0 ftbg. Composite sample collected from 0-7.0 ftbg. Soil was classified in accordance with the Unified Soil Classification System (USCS).

PROJECT NO.: 19-294-0265.01

BORING NO.: SB-07

APPENDIX E
LABORATORY ANALYTICAL RESULTS

CHEMTECH

DATA PACKAGE

VOLATILE ORGANICS
GENERAL CHEMISTRY
METALS
GC SEMI-VOLATILES
SEMI-VOLATILE ORGANICS

PROJECT NAME : RECONSTRUCTION OF ELY & BRUNER AVE

LIRO ENGINEERS, INC.

690 Delaware Ave.

Buffalo, NY - 14209

Phone No: 716-882-5476

ORDER ID : O3355

ATTENTION : Steve Frank

NELAP ACCREDITED TNI LABORATORY

ANAB ACCREDITED ISO/IEC 17025 DOD ELAP

Laboratory Certification ID # 20012

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- 2.4) PCB- Case Narrative 10
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CHEMTECH 284 Sheffield Street, Mountainside, NJ 07092 Phone: 908 789 8900 Fax: 908 789 8922

Cover Page

Order ID : O3355

Project ID : Reconstruction of Ely & Bruner Ave

Client : LiRo Engineers, Inc.

Lab Sample Number	Client Sample Number
O3355-01	SB-01-6.5-7.0
O3355-02	SB-01-COMP
O3355-03	SB-02-6.5-7.0
O3355-04	SB-02-COMP
O3355-05	SB-03-6.5-7.0
O3355-06	SB-03-COMP
O3355-07	SB-04-6.5-7.0
O3355-08	SB-04-COMP
O3355-09	SB-05-6.5-7.0
O3355-10	SB-05-COMP
O3355-11	SB-06-6.5-7.0
O3355-12	SB-06-COMP
O3355-13	SB-07-6.5-7.0
O3355-14	SB-07-COMP

I certify that the data package is in compliance with the terms and conditions of the contract,both technically and for completeness, for other than the conditions detailed above. Release of the data contained in this hard copy data package has been authorized by the laboratory manager or his designee, as verified by the following signature.

Signature : N. N. Pandya

APPROVED
By Nimisha Pandya QA/QC Supervisor at 10:29 am, Jul 03, 2023

Date: 7/3/2023

NYDOH CERTIFICATION NO - 11376

NJDEP CERTIFICATION NO - 20012

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CASE NARRATIVE

LiRo Engineers, Inc.
Project Name: Reconstruction of Ely & Bruner Ave
Project # N/A
Chemtech Project # O3355
Test Name: VOC-TCLVOA-10

A. Number of Samples and Date of Receipt:
14 Solid samples were received on 06/20/2023.

B. Parameters
According to the Chain of Custody document, the following analyses were requested: Corrosivity, Diesel Range Organics, Gasoline Range Organics, Ignitability, PCB, RCRA CHARACTERISTICS, Reactive Cyanide, Reactive Sulfide, SVOC-PAH, TCLP Extraction, TCLP ICP Metals, TCLP Mercury, TCLP METALS and VOC-TCLVOA-10. This data package contains results for VOC-TCLVOA-10.

C. Analytical Techniques:
The analysis performed on instrument MSVOA_D were done using GC column RTX-VMS which is 20 meters, 0.18 mm id, 1.0 um df, Restek Cat. #49914. The Trap was supplied by SUPELCO, K (VOACARB 3000) , TEKMAR LSC-2000 Concentrator.The analysis of VOC-TCLVOA-10 was based on method 8260D.

D. QA/ QC Samples:
The Holding Times were met for all analysis.
The Surrogate recoveries met the acceptable criteria except for
SB-04-6.5-7.0 [Dibromofluoromethane - 3%], as corrective action sample reanalyzed but did not purged therefore VIAL A reported as final, While
SB-06-6.5-7.0 [1,2-Dichloroethane-d4 - 180%],
B-06-6.5-7.0RE [1,2-Dichloroethane-d4 - 226% and Dibromofluoromethane - 155%] sample was reanalyzed to confirm the failure and reported.

The Internal Standards Areas met the acceptable requirements except for SB-02-6.5-7.0 as corrective action sample reanalyzed but did not purged therefore VIAL A reported as final, while for SB-06-6.5-7.0 and SB-06-6.5-7.0RE sample was reanalyzed to confirm the failure and reported.

The Retention Times were acceptable for all samples.
The RPD met criteria .
The Blank Spike met requirements for all samples .
The Blank Spike Duplicate met requirements for all samples .
The Blank analysis did not indicate the presence of lab contamination.

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The %RSD is greater than 15% in the Initial Calibration method (82D061623S.M) for Methylene Chloride, Bromochloromethane, Cyclohexane these compounds are passing on Linear Regression.

The Continuous Calibration File ID VD076505.D met the requirements except for Carbon Tetrachloride is failing high but no positive hit in associate sample therefore no corrective action taken.

The Tuning criteria met requirements.

E. Additional Comments:
Samples for MS/MSD for VOC analysis were not provided with this set of samples. The Blank Spike Duplicate is reported with the data.

Trip Blank was not provided with this set of samples.
The soil samples results are based on a dry weight basis.

Please use %D calculated based on Avg RF and CCRF for all compounds using Average Response Factor when the %RSD value for a compound is <15% for the Initial Calibration curve and use %D calculated based on Amount added and Calculated amount for all compounds using Linear Regression when the %RSD value for a compound is > 15% for the Initial Calibration curve for SW-846 analysis.

F. Manual Integration Comments:
Please refer to the Manual integration Report included with the Run Logs for information on the manual integrations performed.

I certify that the data package is in compliance with the terms and conditions of the contract, both technically and for completeness, for other than the conditions detailed above. The laboratory manager or his designee, as verified by the following signature has authorized release of the data contained in this hard copy data package.

Signature N. N. Pandya

APPROVED
By Nimisha Pandya QA/QC Supervisor at 10:30 am, Jul 03, 2023

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CASE NARRATIVE

LiRo Engineers, Inc.
Project Name: Reconstruction of Ely & Bruner Ave
Project # N/A
Chemtech Project # O3355
Test Name: Gasoline Range Organics

A. Number of Samples and Date of Receipt:
14 Solid samples were received on 06/20/2023.

B. Parameters
According to the Chain of Custody document, the following analyses were requested: Corrosivity, Diesel Range Organics, Gasoline Range Organics, Ignitability, PCB, RCRA CHARACTERISTICS, Reactive Cyanide, Reactive Sulfide, SVOC-PAH, TCLP Extraction, TCLP ICP Metals, TCLP Mercury, TCLP METALS and VOC-TCLVOA-10. This data package contains results for Gasoline Range Organics.

C. Analytical Techniques:
The analysis performed on instrument FID_B were done using GC column RTX502.2 which is 60 meters, 0.53mm ID, 3.0 um df, cat#10909.The analysis of Gasoline Range Organics was based on method 8015D.

D. QA/ QC Samples:
The Holding Times were met for all analysis.

The Surrogate recoveries met the acceptable criteria except for
SB-07-COMP [Alpha,Alpha,Alpha-Trifluorotoluene - 46%],
SB-07-COMPRE [Alpha,Alpha andAlpha-Trifluorotoluene - 47%], All the failure samples in surrogates were reanalyzed to confirm the results as per method and reported in the data.

The Retention Times were acceptable for all samples.
The MS recoveries met the requirements for all compounds .
The MSD recoveries met the acceptable requirements .
The RPD met criteria .
The Blank Spike met requirements for all samples .
The Blank analysis did not indicate the presence of lab contamination.
The Initial Calibration met the requirements .
The Continuous Calibration met the requirements .

For Samples # SB-01-COMP, SB-03-COMP and SB-04-COMP both soil vial did not purge therefore analyzed directly in methanol.

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E. Additional Comments:
The soil samples results are based on a dry weight basis.

F. Manual Integration Comments:
Please refer to the Manual integration Report included with the Run Logs for information on the manual integrations performed.

I certify that the data package is in compliance with the terms and conditions of the contract, both technically and for completeness, for other than the conditions detailed above. The laboratory manager or his designee, as verified by the following signature has authorized release of the data contained in this hard copy data package.

Signature N. N. Pandya

APPROVED
By Nimisha Pandya QA/QC Supervisor at 10:30 am, Jul 03, 2023

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CASE NARRATIVE

LiRo Engineers, Inc.
Project Name: Reconstruction of Ely & Bruner Ave
Project # N/A
Chemtech Project # O3355
Test Name: SVOC-PAH

A. Number of Samples and Date of Receipt:
14 Solid samples were received on 06/20/2023.

B. Parameters
According to the Chain of Custody document, the following analyses were requested: Corrosivity, Diesel Range Organics, Gasoline Range Organics, Ignitability, PCB, RCRA CHARACTERISTICS, Reactive Cyanide, Reactive Sulfide, SVOC-PAH, TCLP Extraction, TCLP ICP Metals, TCLP Mercury, TCLP METALS and VOC-TCLVOA-10. This data package contains results for SVOC-PAH.

C. Analytical Techniques:
The samples were analyzed on instrument BNA_F using GC Column DB-UI 8270D which is 20 meters, 0.18 mm ID, 0.36 um df The samples were analyzed on instrument BNA_G using GC Column ZB-SemiVolatiles Guardian which is 30 meters, 0.25 mm ID, 0.5 um df, Catalog # 7HG-G027-17-GGAThe analysis of SVOC-PAH was based on method 8270E and extraction was done based on method 3541.

D. QA/ QC Samples:
The Holding Times were met for all analysis.
The Surrogate recoveries met the acceptable criteria.
The Internal Standards Areas met the acceptable requirements.
The Retention Times were acceptable for all samples.
The MS recoveries met the requirements for all compounds .
The MSD recoveries met the acceptable requirements .
The RPD met criteria .
The Blank Spike met requirements for all samples .
The Blank analysis did not indicate the presence of lab contamination.
The Initial Calibration met the requirements .
The Continuous Calibration met the requirements .
The Tuning criteria met requirements.

Samples SB-04-COMP, SB-06-COMP analyzed with direct 5x dilution due to viscous matrix..

Samples SB-04-COMP, SB-06-COMP were diluted due to high concentrations.

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E. Additional Comments:

The Form 6 is not included in the data package because the Initial Calibration was performed using 7 points.

Please use %D calculated based on Avg RF and CCRF for all compounds using Average Response Factor when the %RSD value for a compound is <15% for the Initial Calibration curve and use %D calculated based on Amount added and Calculated amount for all compounds using Linear Regression when the %RSD value for a compound is > 15% for the Initial Calibration curve for SW-846 analysis.

F. Manual Integration Comments:

Please refer to the Manual integration Report included with the Run Logs for information on the manual integrations performed.

I certify that the data package is in compliance with the terms and conditions of the contract, both technically and for completeness, for other than the conditions detailed above. The laboratory manager or his designee, as verified by the following signature has authorized release of the data contained in this hard copy data package.

Signature N. N. Pandya

APPROVED
By Nimisha Pandya QA/QC Supervisor at 10:31 am, Jul 03, 2023

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CASE NARRATIVE

LiRo Engineers, Inc.
Project Name: Reconstruction of Ely & Bruner Ave
Project # N/A
Chemtech Project # O3355
Test Name: PCB

A. Number of Samples and Date of Receipt:
14 Solid samples were received on 06/20/2023.

B. Parameters
According to the Chain of Custody document, the following analyses were requested: Corrosivity, Diesel Range Organics, Gasoline Range Organics, Ignitability, PCB, RCRA CHARACTERISTICS, Reactive Cyanide, Reactive Sulfide, SVOC-PAH, TCLP Extraction, TCLP ICP Metals, TCLP Mercury, TCLP METALS and VOC-TCLVOA-10. This data package contains results for PCB.

C. Analytical Techniques:
The analyses were performed on instrument GCECD_O. The front column is ZB-MR1 which is 30 meters, 0.32 mm ID, 0.5 um df, Catalogue # 7HM-G016-17. The rear column is ZB-MR2 which is 30 meters, 0.32 mm ID, 0.25 µm; Catalogue # 7HM-G017-11.The analysis of PCBs was based on method 8082A and extraction was done based on method 3541.

D. QA/ QC Samples:
The Holding Times were met for all analysis.

The Surrogate recoveries met the acceptable criteria except for
SB-05-COMP [Decachlorobiphenyl(1) - 410%, Decachlorobiphenyl(2) - 338%],
SB-05-COMPRE [Decachlorobiphenyl(1) - 424%, Decachlorobiphenyl(2) - 319%] all the failure samples in surrogates were reanalyzed to confirm the results as per method and reported in the data also
SB-06-COMPDL [Decachlorobiphenyl(1) - 0%, Decachlorobiphenyl(2) - 0%, Tetrachloro-m-xylene(1) - 0% and Tetrachloro-m-xylene(2) - 0%]
Surrogates were diluted out due to the high dilution. No further corrective action was taken.

The Retention Times were acceptable for all samples.
The MS recoveries met the requirements for all compounds .
The MSD recoveries met the acceptable requirements .
The RPD met criteria .
The Blank Spike met requirements for all samples .
The Blank analysis did not indicate the presence of lab contamination.
The Initial Calibration met the requirements .

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The Continuous Calibration met the requirements .

Samples SB-04-COMP was initially diluted due to dark brown colour in matrix.

Samples SB-03-COMP, SB-06-COMP were diluted due to high concentrations.

E. Additional Comments:
The soil samples results are based on a dry weight basis.

F. Manual Integration Comments:
Please refer to the Manual integration Report included with the Run Logs for information on the manual integrations performed.

I certify that the data package is in compliance with the terms and conditions of the contract, both technically and for completeness, for other than the conditions detailed above. The laboratory manager or his designee, as verified by the following signature has authorized release of the data contained in this hard copy data package.

Signature N. N. Pandya

APPROVED
By Nimisha Pandya QA/QC Supervisor at 10:32 am, Jul 03, 2023

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CASE NARRATIVE

LiRo Engineers, Inc.
Project Name: Reconstruction of Ely & Bruner Ave
Project # N/A
Chemtech Project # O3355
Test Name: Diesel Range Organics

A. Number of Samples and Date of Receipt:
14 Solid samples were received on 06/20/2023.

B. Parameters
According to the Chain of Custody document, the following analyses were requested: Corrosivity, Diesel Range Organics, Gasoline Range Organics, Ignitability, PCB, RCRA CHARACTERISTICS, Reactive Cyanide, Reactive Sulfide, SVOC-PAH, TCLP Extraction, TCLP ICP Metals, TCLP Mercury, TCLP METALS and VOC-TCLVOA-10. This data package contains results for Diesel Range Organics.

C. Analytical Techniques:
The analysis of Diesel Range Organics was based on method 8015D and extraction was done based on method 3541.

D. QA/ QC Samples:
The Holding Times were met for all analysis.
The Surrogate recoveries met the acceptable criteria.
The Retention Times were acceptable for all samples.
The MS recoveries met the requirements for all compounds .
The MSD recoveries met the acceptable requirements .
The RPD met criteria .
The Blank Spike met requirements for all samples .
The Blank analysis did not indicate the presence of lab contamination.
The Initial Calibration met the requirements .
The Continuous Calibration met the requirements .

Samples SB-03-COMP, SB-04-COMP, SB-05-COMP, SB-06-COMP and SB-07-COMP were diluted due to bad matrices.

E. Additional Comments:
The soil samples results are based on a dry weight basis.

F. Manual Integration Comments:
Please refer to the Manual integration Report included with the Run Logs for information on the manual integrations performed.

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I certify that the data package is in compliance with the terms and conditions of the contract, both technically and for completeness, for other than the conditions detailed above. The laboratory manager or his designee, as verified by the following signature has authorized release of the data contained in this hard copy data package.

Signature N. N. Pandya

APPROVED
By Nimisha Pandya QA/QC Supervisor at 10:32 am, Jul 03, 2023

CHEMTECH
284 Sheffield Street, Mountainside, NJ 07092 Phone: 908 789 8900 Fax: 908 789 8922

CASE NARRATIVE

LiRo Engineers, Inc.
Project Name: Reconstruction of Ely & Bruner Ave
Project # N/A
Chemtech Project # O3355
Test Name: TCLP Mercury,TCLP ICP Metals

A. Number of Samples and Date of Receipt:
14 Solid samples were received on 06/20/2023.

B. Parameters:
According to the Chain of Custody document, the following analyses were requested: Corrosivity, Diesel Range Organics, Gasoline Range Organics, Ignitability, PCB, RCRA CHARACTERISTICS, Reactive Cyanide, Reactive Sulfide, SVOC-PAH, TCLP Extraction, TCLP ICP Metals, TCLP Mercury, TCLP METALS and VOC-TCLVOA-10. This data package contains results for TCLP Mercury,TCLP ICP Metals.

C. Analytical Techniques:
The analysis of TCLP ICP Metals was based on method 6010D, digestion based on method 3010 (waters). The analysis and digestion of TCLP Mercury was based on method 7470A and TCLP extraction method was 1311.

D. QA/ QC Samples:
The Holding Times were met for all analysis.
The Blank Spike met requirements for all samples.
The Duplicate analysis met criteria for all samples.
The Matrix Spike (WC38MS) analysis met criteria for all samples except for Barium due to chemical interference during digestion process and for Mercury due to matrix interference.
The Matrix Spike Duplicate (WC38MSD) analysis met criteria for all samples except for Mercury due to matrix interference.
The Blank analysis did not indicate the presence of lab contamination.
The Calibration met the requirements.
The Serial Dilution met the acceptable requirements.

E. Additional Comments:

I certify that the data package is in compliance with the terms and conditions of the contract, both technically and for completeness, for other than the conditions detailed above. The laboratory manager or his designee, as verified by the following signature has authorized release of the data contained in this hard copy data package.

Signature N. N. Pandya

APPROVED
By Nimisha Pandya QA/QC Supervisor at 10:32 am, Jul 03, 2023

CHEMTECH
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CASE NARRATIVE

LiRo Engineers, Inc.
Project Name: Reconstruction of Ely & Bruner Ave
Project # N/A
Chemtech Project # O3355
Test Name: Corrosivity,Ignitability,Reactive Cyanide,Reactive Sulfide

A. Number of Samples and Date of Receipt:
14 Solid samples were received on 06/20/2023.

B. Parameters:
According to the Chain of Custody document, the following analyses were requested: Corrosivity, Diesel Range Organics, Gasoline Range Organics, Ignitability, PCB, RCRA CHARACTERISTICS, Reactive Cyanide, Reactive Sulfide, SVOC-PAH, TCLP Extraction, TCLP ICP Metals, TCLP Mercury, TCLP METALS and VOC-TCLVOA-10. This data package contains results for Corrosivity,Ignitability,Reactive Cyanide,Reactive Sulfide.

C. Analytical Techniques:
The analysis of Ignitability was based on method 1030, The analysis of Reactive Cyanide was based on method 9012B, The analysis of Reactive Sulfide was based on method 9034 and The analysis of Corrosivity was based on method 9045D.

D. QA/ QC Samples:
The Holding Times were met for all samples except for SB-01-COMP of Corrosivity, for SB-02-COMP of Corrosivity.for SB-03-COMP of Corrosivity.for SB-04-COMP of Corrosivity.for SB-05-COMP of Corrosivity.for SB-06-COMP of Corrosivity.for SB-07-COMP of Corrosivity as samples were receive out of hold.
The Blank Spike met requirements for all samples.
The Duplicate analysis met criteria for all samples.
The Blank analysis did not indicate the presence of lab contamination.
The Calibration met the requirements.

E. Additional Comments:

I certify that the data package is in compliance with the terms and conditions of the contract, both technically and for completeness, for other than the conditions detailed above. The laboratory manager or his designee, as verified by the following signature has authorized release of the data contained in this hard copy data package.

Signature N. N. Pandya

APPROVED
By Nimisha Pandya QA/QC Supervisor at 10:33 am, Jul 03, 2023

DATA REPORTING QUALIFIERS- INORGANIC

For reporting results, the following " Results Qualifiers" are used:

J	Indicates the reported value was obtained from a reading that was less than the Contract Required Detection Limit (CRDL), but greater than or equal to the Instrument Detection Limit (IDL).
U	Indicates the analyte was analyzed for, but not detected.
ND	Indicates the analyte was analyzed for, but not detected
E	Indicates the reported value is estimated because of the presence of interference
M	Indicates Duplicate injection precision not met.
N	Indicates the spiked sample recovery is not within control limits.
S	Indicates the reported value was determined by the Method of Standard Addition (MSA).
*	Indicates that the duplicate analysis is not within control limits.
+	Indicates the correlation coefficient for the MSA is less than 0.995.
D	Indicates the reported value is from a secondary analysis with a dilution factor. The original analysis exceeded the calibration range.
M	Method qualifiers **"P"** for ICP instrument **"PM"** for ICP when Microwave Digestion is used **"CV"** for Manual Cold Vapor AA **"AV"** for automated Cold Vapor AA **"CA"** for MIDI-Distillation Spectrophotometric **"AS"** for Semi –Automated Spectrophotometric **"C"** for Manual Spectrophotometric **"T"** for Titrimetric **"NR"** for analyte not required to be analyzed
OR	Indicates the analyte's concentration exceeds the calibrated range of the instrument for that specific analysis.
Q	Indicates the LCS did not meet the control limits requirements
H	Sample Analysis Out Of Hold Time

DATA REPORTING QUALIFIERS- ORGANIC

For reporting results, the following " Results Qualifiers" are used:

Value	If the result is a value greater than or equal to the detection limit, report the value
U	Indicates the compound was analyzed for but was not detected. Report the minimum detection limit for the sample with the U, i.e. "10 U". This is not necessarily the instrument detection limit attainable for this particular sample based on any concentration or dilution that may have been required.
ND	Indicates the analyte was analyzed for, but not detected
J	Indicates an estimated value**.** This flag is used: (1) When estimating a concentration for a tentatively identified compound (library search hits, where a 1:1 response is assumed.) (2) When the mass spectral data indicated the identification, however the result was less than the specified detection limit greater than zero. If the detection limit was 10ug/L and a concentration of 3 ug/L was calculated report as 3 J. This is flag is used when similar situation arise on any organic parameter i.e. Pest, PCB and others.
B	Indicates the analyte was found in the blank as well as the sample report as "12 B".
E	Indicates the analyte 's concentration exceeds the calibrated range of the instrument for that specific analysis.
D	This flag identifies all compounds identified in an analysis at a secondary dilution factor.
P	This flag is used for Pesticide/PCB target analyte when there is >25% difference for detected concentrations between the two GC columns. The lower of the two values is reported on Form 1 and flagged with a "P".
N	This flag indicates presumptive evidence of a compound. This is only used for tentatively identified compounds (TICs), where the identification is based on a mass spectral library search. It applies to all TIC results. For generic characterization of a TIC, such as chlorinated hydrocarbon, the flag is not used.
A	This flag indicates that a Tentatively Identified Compound is a suspected aldol-condensation product.
Q	Indicates the LCS did not meet the control limits requirements

APPENDIX A

QA REVIEW GENERAL DOCUMENTATION

Project #: O3355

	Completed
For thorough review, the report must have the following:	
GENERAL:	
Are all original paperwork present (chain of custody, record of communication,airbill, sample management lab chronicle, login page)	✓
Check chain-of-custody for proper relinquish/return of samples	✓
Is the chain of custody signed and complete	✓
Check internal chain-of-custody for proper relinquish/return of samples /sample extracts	✓
Collect information for each project id from server. Were all requirements followed	✓
COVER PAGE:	
Do numbers of samples correspond to the number of samples in the Chain of Custody on login page	✓
Do lab numbers and client Ids on cover page agree with the Chain of Custody	✓
CHAIN OF CUSTODY:	
Do requested analyses on Chain of Custody agree with form I results	✓
Do requested analyses on Chain of Custody agree with the log-in page	✓
Were the correct method log-in for analysis according to the Analytical Request and Chain of Castody	✓
Were the samples received within hold time	✓
Were any problems found with the samples at arrival recorded in the Sample Management Laboratory Chronicle	✓
ANALYTICAL:	
Was method requirement followed?	✓
Was client requirement followed?	✓
Does the case narrative summarize all QC failure?	✓
All runlogs and manual integration are reviewed for requirements	✓
All manual calculations and /or hand notations verified	✓

1st Level QA Review Signature: SOHIL JODHANI **Date:** 07/03/2023

2nd Level QA Review Signature: N. N. Pandya HAZ 654 **Date:**

APPROVED
By Nimisha Pandya QA/QC Supervisor at 10:33 am, Jul 03, 2023

CHEMTECH 284 Sheffield Street, Mountainside, NJ 07092 Phone: 908 789 8900 Fax: 908 789 8922

Hit Summary Sheet
SW-846

SDG No.: O3355

Client: LiRo Engineers, Inc.

Sample ID	Client ID	Matrix	Parameter	Concentration	C	MDL	RDL	Units
Client ID:	**SB-01-6.5-7.0**							
O3355-01	SB-01-6.5-7.0	SOIL	Acetone	86.8		9.70	25.9	ug/Kg
			Total Voc :	86.8				
			Total Concentration:	86.8				
Client ID:	**SB-02-6.5-7.0**							
O3355-03	SB-02-6.5-7.0	SOIL	Acetone	28.7		9.80	26.2	ug/Kg
			Total Voc :	28.7				
			Total Concentration:	28.7				
Client ID:	**SB-03-6.5-7.0**							
O3355-05	SB-03-6.5-7.0	SOIL	Acetone	20.4	J	10.7	28.4	ug/Kg
			Total Voc :	20.4				
			Total Concentration:	20.4				
Client ID:	**SB-04-6.5-7.0**							
O3355-07	SB-04-6.5-7.0	SOIL	Acetone	93.6		11.3	30.1	ug/Kg
O3355-07	SB-04-6.5-7.0	SOIL	Carbon Disulfide	12.0		2.60	6.00	ug/Kg
O3355-07	SB-04-6.5-7.0	SOIL	2-Butanone	21.5	J	8.70	30.1	ug/Kg
			Total Voc :	127				
			Total Concentration:	127				
Client ID:	**SB-06-6.5-7.0**							
O3355-11	SB-06-6.5-7.0	SOIL	Methylene Chloride	8.60	J	6.70	11.0	ug/Kg
			Total Voc :	8.60				
			Total Concentration:	8.60				

SAMPLE DATA

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-01-6.5-7.0	SDG No.:	O3355
Lab Sample ID:	O3355-01	Matrix:	SOIL
Analytical Method:	SW8260	% Solid:	95.4
Sample Wt/Vol:	5.05 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOC-TCLVOA-10
GC Column:	RTX-VMS ID : 0.18	Level :	LOW
Prep Method :			

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
VD076519.D	1		06/21/23 18:21	VD062123

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
75-71-8	Dichlorodifluoromethane	1.70	U	1.70	5.20	ug/Kg
74-87-3	Chloromethane	0.94	U	0.94	5.20	ug/Kg
75-01-4	Vinyl Chloride	0.97	U	0.97	5.20	ug/Kg
74-83-9	Bromomethane	1.30	U	1.30	5.20	ug/Kg
75-00-3	Chloroethane	0.91	U	0.91	5.20	ug/Kg
75-69-4	Trichlorofluoromethane	1.10	U	1.10	5.20	ug/Kg
76-13-1	1,1,2-Trichlorotrifluoroethane	0.75	U	0.75	5.20	ug/Kg
75-35-4	1,1-Dichloroethene	0.82	U	0.82	5.20	ug/Kg
67-64-1	Acetone	86.8		9.70	25.9	ug/Kg
75-15-0	Carbon Disulfide	2.30	U	2.30	5.20	ug/Kg
1634-04-4	Methyl tert-butyl Ether	0.67	U	0.67	5.20	ug/Kg
79-20-9	Methyl Acetate	1.70	U	1.70	5.20	ug/Kg
75-09-2	Methylene Chloride	6.30	U	6.30	10.4	ug/Kg
156-60-5	trans-1,2-Dichloroethene	0.76	U	0.76	5.20	ug/Kg
75-34-3	1,1-Dichloroethane	0.75	U	0.75	5.20	ug/Kg
110-82-7	Cyclohexane	0.73	U	0.73	5.20	ug/Kg
78-93-3	2-Butanone	7.50	U	7.50	25.9	ug/Kg
56-23-5	Carbon Tetrachloride	0.81	U	0.81	5.20	ug/Kg
156-59-2	cis-1,2-Dichloroethene	0.66	U	0.66	5.20	ug/Kg
74-97-5	Bromochloromethane	2.40	U	2.40	5.20	ug/Kg
67-66-3	Chloroform	1.40	U	1.40	5.20	ug/Kg
71-55-6	1,1,1-Trichloroethane	0.79	U	0.79	5.20	ug/Kg
108-87-2	Methylcyclohexane	3.50	U	3.50	5.20	ug/Kg
71-43-2	Benzene	0.68	U	0.68	5.20	ug/Kg
107-06-2	1,2-Dichloroethane	0.75	U	0.75	5.20	ug/Kg
79-01-6	Trichloroethene	0.68	U	0.68	5.20	ug/Kg
78-87-5	1,2-Dichloropropane	0.61	U	0.61	5.20	ug/Kg
75-27-4	Bromodichloromethane	0.73	U	0.73	5.20	ug/Kg
108-10-1	4-Methyl-2-Pentanone	4.70	U	4.70	25.9	ug/Kg
108-88-3	Toluene	0.67	U	0.67	5.20	ug/Kg
10061-02-6	t-1,3-Dichloropropene	0.80	U	0.80	5.20	ug/Kg
10061-01-5	cis-1,3-Dichloropropene	0.77	U	0.77	5.20	ug/Kg

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-01-6.5-7.0	SDG No.:	O3355
Lab Sample ID:	O3355-01	Matrix:	SOIL
Analytical Method:	SW8260	% Solid:	95.4
Sample Wt/Vol:	5.05 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOC-TCLVOA-10
GC Column:	RTX-VMS ID : 0.18	Level :	LOW
Prep Method :			

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
VD076519.D	1		06/21/23 18:21	VD062123

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
79-00-5	1,1,2-Trichloroethane	0.89	U	0.89	5.20	ug/Kg
591-78-6	2-Hexanone	5.50	U	5.50	25.9	ug/Kg
124-48-1	Dibromochloromethane	0.88	U	0.88	5.20	ug/Kg
106-93-4	1,2-Dibromoethane	0.82	U	0.82	5.20	ug/Kg
127-18-4	Tetrachloroethene	0.80	U	0.80	5.20	ug/Kg
108-90-7	Chlorobenzene	0.65	U	0.65	5.20	ug/Kg
100-41-4	Ethyl Benzene	0.70	U	0.70	5.20	ug/Kg
179601-23-1	m/p-Xylenes	1.50	U	1.50	10.4	ug/Kg
95-47-6	o-Xylene	0.80	U	0.80	5.20	ug/Kg
100-42-5	Styrene	0.72	U	0.72	5.20	ug/Kg
75-25-2	Bromoform	0.99	U	0.99	5.20	ug/Kg
98-82-8	Isopropylbenzene	0.74	U	0.74	5.20	ug/Kg
79-34-5	1,1,2,2-Tetrachloroethane	1.10	U	1.10	5.20	ug/Kg
541-73-1	1,3-Dichlorobenzene	0.71	U	0.71	5.20	ug/Kg
106-46-7	1,4-Dichlorobenzene	0.62	U	0.62	5.20	ug/Kg
95-50-1	1,2-Dichlorobenzene	0.62	U	0.62	5.20	ug/Kg
96-12-8	1,2-Dibromo-3-Chloropropane	1.20	U	1.20	5.20	ug/Kg
120-82-1	1,2,4-Trichlorobenzene	0.63	U	0.63	5.20	ug/Kg
87-61-6	1,2,3-Trichlorobenzene	0.65	U	0.65	5.20	ug/Kg
SURROGATES						
17060-07-0	1,2-Dichloroethane-d4	57.3		50 - 163	115%	SPK: 50
1868-53-7	Dibromofluoromethane	56.6		54 - 147	113%	SPK: 50
2037-26-5	Toluene-d8	56.3		58 - 134	113%	SPK: 50
460-00-4	4-Bromofluorobenzene	53.5		30 - 143	107%	SPK: 50
INTERNAL STANDARDS						
363-72-4	Pentafluorobenzene	169000	7.875			
540-36-3	1,4-Difluorobenzene	293000	8.775			
3114-55-4	Chlorobenzene-d5	273000	11.58			
3855-82-1	1,4-Dichlorobenzene-d4	129000	13.516			

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-01-6.5-7.0	SDG No.:	O3355
Lab Sample ID:	O3355-01	Matrix:	SOIL
Analytical Method:	SW8260	% Solid:	95.4
Sample Wt/Vol:	5.05 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOC-TCLVOA-10
GC Column:	RTX-VMS ID : 0.18	Level :	LOW
Prep Method :			

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
VD076519.D	1		06/21/23 18:21	VD062123

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
E = Value Exceeds Calibration Range
Q = indicates LCS control criteria did not meet requirements
M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value
B = Analyte Found in Associated Method Blank
N = Presumptive Evidence of a Compound
* = Values outside of QC limits
D = Dilution
() = Laboratory InHouse Limit
A = Aldol-Condensation Reaction Products

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-02-6.5-7.0	SDG No.:	O3355
Lab Sample ID:	O3355-03	Matrix:	SOIL
Analytical Method:	SW8260	% Solid:	94.3
Sample Wt/Vol:	5.05 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOC-TCLVOA-10
GC Column:	RTX-VMS ID : 0.18	Level :	LOW
Prep Method :			

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
VD076520.D	1		06/21/23 18:51	VD062123

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
75-71-8	Dichlorodifluoromethane	1.70	U	1.70	5.20	ug/Kg
74-87-3	Chloromethane	0.96	U	0.96	5.20	ug/Kg
75-01-4	Vinyl Chloride	0.98	U	0.98	5.20	ug/Kg
74-83-9	Bromomethane	1.30	U	1.30	5.20	ug/Kg
75-00-3	Chloroethane	0.92	U	0.92	5.20	ug/Kg
75-69-4	Trichlorofluoromethane	1.10	U	1.10	5.20	ug/Kg
76-13-1	1,1,2-Trichlorotrifluoroethane	0.76	U	0.76	5.20	ug/Kg
75-35-4	1,1-Dichloroethene	0.83	U	0.83	5.20	ug/Kg
67-64-1	Acetone	28.7		9.80	26.2	ug/Kg
75-15-0	Carbon Disulfide	2.30	U	2.30	5.20	ug/Kg
1634-04-4	Methyl tert-butyl Ether	0.68	U	0.68	5.20	ug/Kg
79-20-9	Methyl Acetate	1.70	U	1.70	5.20	ug/Kg
75-09-2	Methylene Chloride	6.40	U	6.40	10.5	ug/Kg
156-60-5	trans-1,2-Dichloroethene	0.77	U	0.77	5.20	ug/Kg
75-34-3	1,1-Dichloroethane	0.76	U	0.76	5.20	ug/Kg
110-82-7	Cyclohexane	0.73	U	0.73	5.20	ug/Kg
78-93-3	2-Butanone	7.60	U	7.60	26.2	ug/Kg
56-23-5	Carbon Tetrachloride	0.82	U	0.82	5.20	ug/Kg
156-59-2	cis-1,2-Dichloroethene	0.67	U	0.67	5.20	ug/Kg
74-97-5	Bromochloromethane	2.50	U	2.50	5.20	ug/Kg
67-66-3	Chloroform	1.40	U	1.40	5.20	ug/Kg
71-55-6	1,1,1-Trichloroethane	0.80	U	0.80	5.20	ug/Kg
108-87-2	Methylcyclohexane	3.50	U	3.50	5.20	ug/Kg
71-43-2	Benzene	0.69	U	0.69	5.20	ug/Kg
107-06-2	1,2-Dichloroethane	0.76	U	0.76	5.20	ug/Kg
79-01-6	Trichloroethene	0.69	U	0.69	5.20	ug/Kg
78-87-5	1,2-Dichloropropane	0.62	U	0.62	5.20	ug/Kg
75-27-4	Bromodichloromethane	0.73	U	0.73	5.20	ug/Kg
108-10-1	4-Methyl-2-Pentanone	4.70	U	4.70	26.2	ug/Kg
108-88-3	Toluene	0.68	U	0.68	5.20	ug/Kg
10061-02-6	t-1,3-Dichloropropene	0.81	U	0.81	5.20	ug/Kg
10061-01-5	cis-1,3-Dichloropropene	0.78	U	0.78	5.20	ug/Kg

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-02-6.5-7.0	SDG No.:	O3355
Lab Sample ID:	O3355-03	Matrix:	SOIL
Analytical Method:	SW8260	% Solid:	94.3
Sample Wt/Vol:	5.05 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOC-TCLVOA-10
GC Column:	RTX-VMS ID : 0.18	Level :	LOW
Prep Method :			

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
VD076520.D	1		06/21/23 18:51	VD062123

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
79-00-5	1,1,2-Trichloroethane	0.90	U	0.90	5.20	ug/Kg
591-78-6	2-Hexanone	5.50	U	5.50	26.2	ug/Kg
124-48-1	Dibromochloromethane	0.89	U	0.89	5.20	ug/Kg
106-93-4	1,2-Dibromoethane	0.83	U	0.83	5.20	ug/Kg
127-18-4	Tetrachloroethene	0.81	U	0.81	5.20	ug/Kg
108-90-7	Chlorobenzene	0.66	U	0.66	5.20	ug/Kg
100-41-4	Ethyl Benzene	0.70	U	0.70	5.20	ug/Kg
179601-23-1	m/p-Xylenes	1.50	U	1.50	10.5	ug/Kg
95-47-6	o-Xylene	0.81	U	0.81	5.20	ug/Kg
100-42-5	Styrene	0.72	U	0.72	5.20	ug/Kg
75-25-2	Bromoform	1.00	U	1.00	5.20	ug/Kg
98-82-8	Isopropylbenzene	0.75	U	0.75	5.20	ug/Kg
79-34-5	1,1,2,2-Tetrachloroethane	1.10	U	1.10	5.20	ug/Kg
541-73-1	1,3-Dichlorobenzene	0.71	U	0.71	5.20	ug/Kg
106-46-7	1,4-Dichlorobenzene	0.63	U	0.63	5.20	ug/Kg
95-50-1	1,2-Dichlorobenzene	0.63	U	0.63	5.20	ug/Kg
96-12-8	1,2-Dibromo-3-Chloropropane	1.20	U	1.20	5.20	ug/Kg
120-82-1	1,2,4-Trichlorobenzene	0.64	U	0.64	5.20	ug/Kg
87-61-6	1,2,3-Trichlorobenzene	0.66	U	0.66	5.20	ug/Kg
SURROGATES						
17060-07-0	1,2-Dichloroethane-d4	79.3		50 - 163	159%	SPK: 50
1868-53-7	Dibromofluoromethane	62.2		54 - 147	124%	SPK: 50
2037-26-5	Toluene-d8	52.2		58 - 134	104%	SPK: 50
460-00-4	4-Bromofluorobenzene	50.2		30 - 143	100%	SPK: 50
INTERNAL STANDARDS						
363-72-4	Pentafluorobenzene	65900	7.869			
540-36-3	1,4-Difluorobenzene	116000	8.775			
3114-55-4	Chlorobenzene-d5	116000	11.581			
3855-82-1	1,4-Dichlorobenzene-d4	50700	13.516			

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-02-6.5-7.0	SDG No.:	O3355
Lab Sample ID:	O3355-03	Matrix:	SOIL
Analytical Method:	SW8260	% Solid:	94.3
Sample Wt/Vol:	5.05 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOC-TCLVOA-10
GC Column:	RTX-VMS ID : 0.18	Level :	LOW
Prep Method :			

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
VD076520.D	1		06/21/23 18:51	VD062123

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
E = Value Exceeds Calibration Range
Q = indicates LCS control criteria did not meet requirements
M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value
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N = Presumptive Evidence of a Compound
* = Values outside of QC limits
D = Dilution
() = Laboratory InHouse Limit
A = Aldol-Condensation Reaction Products

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-03-6.5-7.0	SDG No.:	O3355
Lab Sample ID:	O3355-05	Matrix:	SOIL
Analytical Method:	SW8260	% Solid:	87.5
Sample Wt/Vol:	5.03 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOC-TCLVOA-10
GC Column:	RTX-VMS ID : 0.18	Level :	LOW
Prep Method :			

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
VD076521.D	1		06/21/23 19:22	VD062123

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
75-71-8	Dichlorodifluoromethane	1.90	U	1.90	5.70	ug/Kg
74-87-3	Chloromethane	1.00	U	1.00	5.70	ug/Kg
75-01-4	Vinyl Chloride	1.10	U	1.10	5.70	ug/Kg
74-83-9	Bromomethane	1.40	U	1.40	5.70	ug/Kg
75-00-3	Chloroethane	1.00	U	1.00	5.70	ug/Kg
75-69-4	Trichlorofluoromethane	1.20	U	1.20	5.70	ug/Kg
76-13-1	1,1,2-Trichlorotrifluoroethane	0.82	U	0.82	5.70	ug/Kg
75-35-4	1,1-Dichloroethene	0.90	U	0.90	5.70	ug/Kg
67-64-1	Acetone	20.4	J	10.7	28.4	ug/Kg
75-15-0	Carbon Disulfide	2.50	U	2.50	5.70	ug/Kg
1634-04-4	Methyl tert-butyl Ether	0.74	U	0.74	5.70	ug/Kg
79-20-9	Methyl Acetate	1.80	U	1.80	5.70	ug/Kg
75-09-2	Methylene Chloride	6.90	U	6.90	11.4	ug/Kg
156-60-5	trans-1,2-Dichloroethene	0.83	U	0.83	5.70	ug/Kg
75-34-3	1,1-Dichloroethane	0.82	U	0.82	5.70	ug/Kg
110-82-7	Cyclohexane	0.80	U	0.80	5.70	ug/Kg
78-93-3	2-Butanone	8.30	U	8.30	28.4	ug/Kg
56-23-5	Carbon Tetrachloride	0.89	U	0.89	5.70	ug/Kg
156-59-2	cis-1,2-Dichloroethene	0.73	U	0.73	5.70	ug/Kg
74-97-5	Bromochloromethane	2.70	U	2.70	5.70	ug/Kg
67-66-3	Chloroform	1.50	U	1.50	5.70	ug/Kg
71-55-6	1,1,1-Trichloroethane	0.86	U	0.86	5.70	ug/Kg
108-87-2	Methylcyclohexane	3.80	U	3.80	5.70	ug/Kg
71-43-2	Benzene	0.75	U	0.75	5.70	ug/Kg
107-06-2	1,2-Dichloroethane	0.82	U	0.82	5.70	ug/Kg
79-01-6	Trichloroethene	0.75	U	0.75	5.70	ug/Kg
78-87-5	1,2-Dichloropropane	0.67	U	0.67	5.70	ug/Kg
75-27-4	Bromodichloromethane	0.80	U	0.80	5.70	ug/Kg
108-10-1	4-Methyl-2-Pentanone	5.10	U	5.10	28.4	ug/Kg
108-88-3	Toluene	0.74	U	0.74	5.70	ug/Kg
10061-02-6	t-1,3-Dichloropropene	0.87	U	0.87	5.70	ug/Kg
10061-01-5	cis-1,3-Dichloropropene	0.84	U	0.84	5.70	ug/Kg

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-03-6.5-7.0	SDG No.:	O3355
Lab Sample ID:	O3355-05	Matrix:	SOIL
Analytical Method:	SW8260	% Solid:	87.5
Sample Wt/Vol:	5.03 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOC-TCLVOA-10
GC Column:	RTX-VMS ID : 0.18	Level :	LOW
Prep Method :			

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
VD076521.D	1		06/21/23 19:22	VD062123

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
79-00-5	1,1,2-Trichloroethane	0.98	U	0.98	5.70	ug/Kg
591-78-6	2-Hexanone	6.00	U	6.00	28.4	ug/Kg
124-48-1	Dibromochloromethane	0.97	U	0.97	5.70	ug/Kg
106-93-4	1,2-Dibromoethane	0.90	U	0.90	5.70	ug/Kg
127-18-4	Tetrachloroethene	0.87	U	0.87	5.70	ug/Kg
108-90-7	Chlorobenzene	0.72	U	0.72	5.70	ug/Kg
100-41-4	Ethyl Benzene	0.76	U	0.76	5.70	ug/Kg
179601-23-1	m/p-Xylenes	1.60	U	1.60	11.4	ug/Kg
95-47-6	o-Xylene	0.87	U	0.87	5.70	ug/Kg
100-42-5	Styrene	0.78	U	0.78	5.70	ug/Kg
75-25-2	Bromoform	1.10	U	1.10	5.70	ug/Kg
98-82-8	Isopropylbenzene	0.81	U	0.81	5.70	ug/Kg
79-34-5	1,1,2,2-Tetrachloroethane	1.20	U	1.20	5.70	ug/Kg
541-73-1	1,3-Dichlorobenzene	0.77	U	0.77	5.70	ug/Kg
106-46-7	1,4-Dichlorobenzene	0.68	U	0.68	5.70	ug/Kg
95-50-1	1,2-Dichlorobenzene	0.68	U	0.68	5.70	ug/Kg
96-12-8	1,2-Dibromo-3-Chloropropane	1.40	U	1.40	5.70	ug/Kg
120-82-1	1,2,4-Trichlorobenzene	0.69	U	0.69	5.70	ug/Kg
87-61-6	1,2,3-Trichlorobenzene	0.72	U	0.72	5.70	ug/Kg
SURROGATES						
17060-07-0	1,2-Dichloroethane-d4	56.8		50 - 163	114%	SPK: 50
1868-53-7	Dibromofluoromethane	52.1		54 - 147	104%	SPK: 50
2037-26-5	Toluene-d8	53.3		58 - 134	107%	SPK: 50
460-00-4	4-Bromofluorobenzene	49.1		30 - 143	98%	SPK: 50
INTERNAL STANDARDS						
363-72-4	Pentafluorobenzene	151000	7.869			
540-36-3	1,4-Difluorobenzene	266000	8.775			
3114-55-4	Chlorobenzene-d5	248000	11.581			
3855-82-1	1,4-Dichlorobenzene-d4	108000	13.516			

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-03-6.5-7.0	SDG No.:	O3355
Lab Sample ID:	O3355-05	Matrix:	SOIL
Analytical Method:	SW8260	% Solid:	87.5
Sample Wt/Vol:	5.03 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOC-TCLVOA-10
GC Column:	RTX-VMS ID : 0.18	Level :	LOW
Prep Method :			

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
VD076521.D	1		06/21/23 19:22	VD062123

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
E = Value Exceeds Calibration Range
Q = indicates LCS control criteria did not meet requirements
M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value
B = Analyte Found in Associated Method Blank
N = Presumptive Evidence of a Compound
* = Values outside of QC limits
D = Dilution
() = Laboratory InHouse Limit
A = Aldol-Condensation Reaction Products

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-04-6.5-7.0	SDG No.:	O3355
Lab Sample ID:	O3355-07	Matrix:	SOIL
Analytical Method:	SW8260	% Solid:	81.8
Sample Wt/Vol:	5.08 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOC-TCLVOA-10
GC Column:	RTX-VMS ID : 0.18	Level :	LOW
Prep Method :			

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
VD076522.D	1		06/21/23 19:52	VD062123

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
75-71-8	Dichlorodifluoromethane	2.00	U	2.00	6.00	ug/Kg
74-87-3	Chloromethane	1.10	U	1.10	6.00	ug/Kg
75-01-4	Vinyl Chloride	1.10	U	1.10	6.00	ug/Kg
74-83-9	Bromomethane	1.50	U	1.50	6.00	ug/Kg
75-00-3	Chloroethane	1.10	U	1.10	6.00	ug/Kg
75-69-4	Trichlorofluoromethane	1.30	U	1.30	6.00	ug/Kg
76-13-1	1,1,2-Trichlorotrifluoroethane	0.87	U	0.87	6.00	ug/Kg
75-35-4	1,1-Dichloroethene	0.95	U	0.95	6.00	ug/Kg
67-64-1	Acetone	93.6		11.3	30.1	ug/Kg
75-15-0	Carbon Disulfide	12.0		2.60	6.00	ug/Kg
1634-04-4	Methyl tert-butyl Ether	0.78	U	0.78	6.00	ug/Kg
79-20-9	Methyl Acetate	1.90	U	1.90	6.00	ug/Kg
75-09-2	Methylene Chloride	7.30	U	7.30	12.0	ug/Kg
156-60-5	trans-1,2-Dichloroethene	0.88	U	0.88	6.00	ug/Kg
75-34-3	1,1-Dichloroethane	0.87	U	0.87	6.00	ug/Kg
110-82-7	Cyclohexane	0.84	U	0.84	6.00	ug/Kg
78-93-3	2-Butanone	21.5	J	8.70	30.1	ug/Kg
56-23-5	Carbon Tetrachloride	0.94	U	0.94	6.00	ug/Kg
156-59-2	cis-1,2-Dichloroethene	0.77	U	0.77	6.00	ug/Kg
74-97-5	Bromochloromethane	2.80	U	2.80	6.00	ug/Kg
67-66-3	Chloroform	1.60	U	1.60	6.00	ug/Kg
71-55-6	1,1,1-Trichloroethane	0.91	U	0.91	6.00	ug/Kg
108-87-2	Methylcyclohexane	4.10	U	4.10	6.00	ug/Kg
71-43-2	Benzene	0.79	U	0.79	6.00	ug/Kg
107-06-2	1,2-Dichloroethane	0.87	U	0.87	6.00	ug/Kg
79-01-6	Trichloroethene	0.79	U	0.79	6.00	ug/Kg
78-87-5	1,2-Dichloropropane	0.71	U	0.71	6.00	ug/Kg
75-27-4	Bromodichloromethane	0.84	U	0.84	6.00	ug/Kg
108-10-1	4-Methyl-2-Pentanone	5.40	U	5.40	30.1	ug/Kg
108-88-3	Toluene	0.78	U	0.78	6.00	ug/Kg
10061-02-6	t-1,3-Dichloropropene	0.93	U	0.93	6.00	ug/Kg
10061-01-5	cis-1,3-Dichloropropene	0.89	U	0.89	6.00	ug/Kg

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-04-6.5-7.0	SDG No.:	O3355
Lab Sample ID:	O3355-07	Matrix:	SOIL
Analytical Method:	SW8260	% Solid:	81.8
Sample Wt/Vol:	5.08 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOC-TCLVOA-10
GC Column:	RTX-VMS ID : 0.18	Level :	LOW
Prep Method :			

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
VD076522.D	1		06/21/23 19:52	VD062123

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
79-00-5	1,1,2-Trichloroethane	1.00	U	1.00	6.00	ug/Kg
591-78-6	2-Hexanone	6.30	U	6.30	30.1	ug/Kg
124-48-1	Dibromochloromethane	1.00	U	1.00	6.00	ug/Kg
106-93-4	1,2-Dibromoethane	0.95	U	0.95	6.00	ug/Kg
127-18-4	Tetrachloroethene	0.93	U	0.93	6.00	ug/Kg
108-90-7	Chlorobenzene	0.76	U	0.76	6.00	ug/Kg
100-41-4	Ethyl Benzene	0.81	U	0.81	6.00	ug/Kg
179601-23-1	m/p-Xylenes	1.70	U	1.70	12.0	ug/Kg
95-47-6	o-Xylene	0.93	U	0.93	6.00	ug/Kg
100-42-5	Styrene	0.83	U	0.83	6.00	ug/Kg
75-25-2	Bromoform	1.10	U	1.10	6.00	ug/Kg
98-82-8	Isopropylbenzene	0.85	U	0.85	6.00	ug/Kg
79-34-5	1,1,2,2-Tetrachloroethane	1.30	U	1.30	6.00	ug/Kg
541-73-1	1,3-Dichlorobenzene	0.82	U	0.82	6.00	ug/Kg
106-46-7	1,4-Dichlorobenzene	0.72	U	0.72	6.00	ug/Kg
95-50-1	1,2-Dichlorobenzene	0.72	U	0.72	6.00	ug/Kg
96-12-8	1,2-Dibromo-3-Chloropropane	1.40	U	1.40	6.00	ug/Kg
120-82-1	1,2,4-Trichlorobenzene	0.73	U	0.73	6.00	ug/Kg
87-61-6	1,2,3-Trichlorobenzene	0.76	U	0.76	6.00	ug/Kg
SURROGATES						
17060-07-0	1,2-Dichloroethane-d4	79.8		50 - 163	160%	SPK: 50
1868-53-7	Dibromofluoromethane	1.70	*	54 - 147	3%	SPK: 50
2037-26-5	Toluene-d8	55.4		58 - 134	111%	SPK: 50
460-00-4	4-Bromofluorobenzene	53.2		30 - 143	106%	SPK: 50
INTERNAL STANDARDS						
363-72-4	Pentafluorobenzene	87700	7.875			
540-36-3	1,4-Difluorobenzene	167000	8.775			
3114-55-4	Chlorobenzene-d5	158000	11.581			
3855-82-1	1,4-Dichlorobenzene-d4	70500	13.516			

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-04-6.5-7.0	SDG No.:	O3355
Lab Sample ID:	O3355-07	Matrix:	SOIL
Analytical Method:	SW8260	% Solid:	81.8
Sample Wt/Vol:	5.08 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOC-TCLVOA-10
GC Column:	RTX-VMS ID : 0.18	Level :	LOW
Prep Method :			

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
VD076522.D	1		06/21/23 19:52	VD062123

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
E = Value Exceeds Calibration Range
Q = indicates LCS control criteria did not meet requirements
M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value
B = Analyte Found in Associated Method Blank
N = Presumptive Evidence of a Compound
* = Values outside of QC limits
D = Dilution
() = Laboratory InHouse Limit
A = Aldol-Condensation Reaction Products

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-05-6.5-7.0	SDG No.:	O3355
Lab Sample ID:	O3355-09	Matrix:	SOIL
Analytical Method:	SW8260	% Solid:	94
Sample Wt/Vol:	5.01 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOC-TCLVOA-10
GC Column:	RTX-VMS ID : 0.18	Level :	LOW
Prep Method :			

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
VD076536.D	1		06/22/23 13:45	VD062223

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
75-71-8	Dichlorodifluoromethane	1.70	U	1.70	5.30	ug/Kg
74-87-3	Chloromethane	0.97	U	0.97	5.30	ug/Kg
75-01-4	Vinyl Chloride	0.99	U	0.99	5.30	ug/Kg
74-83-9	Bromomethane	1.30	U	1.30	5.30	ug/Kg
75-00-3	Chloroethane	0.93	U	0.93	5.30	ug/Kg
75-69-4	Trichlorofluoromethane	1.10	U	1.10	5.30	ug/Kg
76-13-1	1,1,2-Trichlorotrifluoroethane	0.76	U	0.76	5.30	ug/Kg
75-35-4	1,1-Dichloroethene	0.84	U	0.84	5.30	ug/Kg
67-64-1	Acetone	10.0	U	10.0	26.5	ug/Kg
75-15-0	Carbon Disulfide	2.30	U	2.30	5.30	ug/Kg
1634-04-4	Methyl tert-butyl Ether	0.69	U	0.69	5.30	ug/Kg
79-20-9	Methyl Acetate	1.70	U	1.70	5.30	ug/Kg
75-09-2	Methylene Chloride	6.40	U	6.40	10.6	ug/Kg
156-60-5	trans-1,2-Dichloroethene	0.78	U	0.78	5.30	ug/Kg
75-34-3	1,1-Dichloroethane	0.76	U	0.76	5.30	ug/Kg
110-82-7	Cyclohexane	0.74	U	0.74	5.30	ug/Kg
78-93-3	2-Butanone	7.70	U	7.70	26.5	ug/Kg
56-23-5	Carbon Tetrachloride	0.83	U	0.83	5.30	ug/Kg
156-59-2	cis-1,2-Dichloroethene	0.68	U	0.68	5.30	ug/Kg
74-97-5	Bromochloromethane	2.50	U	2.50	5.30	ug/Kg
67-66-3	Chloroform	1.40	U	1.40	5.30	ug/Kg
71-55-6	1,1,1-Trichloroethane	0.81	U	0.81	5.30	ug/Kg
108-87-2	Methylcyclohexane	3.60	U	3.60	5.30	ug/Kg
71-43-2	Benzene	0.70	U	0.70	5.30	ug/Kg
107-06-2	1,2-Dichloroethane	0.76	U	0.76	5.30	ug/Kg
79-01-6	Trichloroethene	0.70	U	0.70	5.30	ug/Kg
78-87-5	1,2-Dichloropropane	0.63	U	0.63	5.30	ug/Kg
75-27-4	Bromodichloromethane	0.74	U	0.74	5.30	ug/Kg
108-10-1	4-Methyl-2-Pentanone	4.80	U	4.80	26.5	ug/Kg
108-88-3	Toluene	0.69	U	0.69	5.30	ug/Kg
10061-02-6	t-1,3-Dichloropropene	0.82	U	0.82	5.30	ug/Kg
10061-01-5	cis-1,3-Dichloropropene	0.79	U	0.79	5.30	ug/Kg

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-05-6.5-7.0	SDG No.:	O3355
Lab Sample ID:	O3355-09	Matrix:	SOIL
Analytical Method:	SW8260	% Solid:	94
Sample Wt/Vol:	5.01 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOC-TCLVOA-10
GC Column:	RTX-VMS ID : 0.18	Level :	LOW
Prep Method :			

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
VD076536.D	1		06/22/23 13:45	VD062223

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
79-00-5	1,1,2-Trichloroethane	0.91	U	0.91	5.30	ug/Kg
591-78-6	2-Hexanone	5.60	U	5.60	26.5	ug/Kg
124-48-1	Dibromochloromethane	0.90	U	0.90	5.30	ug/Kg
106-93-4	1,2-Dibromoethane	0.84	U	0.84	5.30	ug/Kg
127-18-4	Tetrachloroethene	0.82	U	0.82	5.30	ug/Kg
108-90-7	Chlorobenzene	0.67	U	0.67	5.30	ug/Kg
100-41-4	Ethyl Benzene	0.71	U	0.71	5.30	ug/Kg
179601-23-1	m/p-Xylenes	1.50	U	1.50	10.6	ug/Kg
95-47-6	o-Xylene	0.82	U	0.82	5.30	ug/Kg
100-42-5	Styrene	0.73	U	0.73	5.30	ug/Kg
75-25-2	Bromoform	1.00	U	1.00	5.30	ug/Kg
98-82-8	Isopropylbenzene	0.75	U	0.75	5.30	ug/Kg
79-34-5	1,1,2,2-Tetrachloroethane	1.10	U	1.10	5.30	ug/Kg
541-73-1	1,3-Dichlorobenzene	0.72	U	0.72	5.30	ug/Kg
106-46-7	1,4-Dichlorobenzene	0.64	U	0.64	5.30	ug/Kg
95-50-1	1,2-Dichlorobenzene	0.64	U	0.64	5.30	ug/Kg
96-12-8	1,2-Dibromo-3-Chloropropane	1.30	U	1.30	5.30	ug/Kg
120-82-1	1,2,4-Trichlorobenzene	0.65	U	0.65	5.30	ug/Kg
87-61-6	1,2,3-Trichlorobenzene	0.67	U	0.67	5.30	ug/Kg
SURROGATES						
17060-07-0	1,2-Dichloroethane-d4	65.1		50 - 163	130%	SPK: 50
1868-53-7	Dibromofluoromethane	63.1		54 - 147	126%	SPK: 50
2037-26-5	Toluene-d8	58.5		58 - 134	117%	SPK: 50
460-00-4	4-Bromofluorobenzene	43.7		30 - 143	87%	SPK: 50
INTERNAL STANDARDS						
363-72-4	Pentafluorobenzene	150000	7.875			
540-36-3	1,4-Difluorobenzene	273000	8.775			
3114-55-4	Chlorobenzene-d5	212000	11.581			
3855-82-1	1,4-Dichlorobenzene-d4	68100	13.516			

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-05-6.5-7.0	SDG No.:	O3355
Lab Sample ID:	O3355-09	Matrix:	SOIL
Analytical Method:	SW8260	% Solid:	94
Sample Wt/Vol:	5.01 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOC-TCLVOA-10
GC Column:	RTX-VMS ID : 0.18	Level :	LOW
Prep Method :			

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
VD076536.D	1		06/22/23 13:45	VD062223

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
E = Value Exceeds Calibration Range
Q = indicates LCS control criteria did not meet requirements
M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value
B = Analyte Found in Associated Method Blank
N = Presumptive Evidence of a Compound
* = Values outside of QC limits
D = Dilution
() = Laboratory InHouse Limit
A = Aldol-Condensation Reaction Products

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-06-6.5-7.0	SDG No.:	O3355
Lab Sample ID:	O3355-11	Matrix:	SOIL
Analytical Method:	SW8260	% Solid:	90.5
Sample Wt/Vol:	5.02 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOC-TCLVOA-10
GC Column:	RTX-VMS ID : 0.18	Level :	LOW
Prep Method :			

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
VD076524.D	1		06/21/23 20:52	VD062123

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
75-71-8	Dichlorodifluoromethane	1.80	U	1.80	5.50	ug/Kg
74-87-3	Chloromethane	1.00	U	1.00	5.50	ug/Kg
75-01-4	Vinyl Chloride	1.00	U	1.00	5.50	ug/Kg
74-83-9	Bromomethane	1.30	U	1.30	5.50	ug/Kg
75-00-3	Chloroethane	0.97	U	0.97	5.50	ug/Kg
75-69-4	Trichlorofluoromethane	1.20	U	1.20	5.50	ug/Kg
76-13-1	1,1,2-Trichlorotrifluoroethane	0.79	U	0.79	5.50	ug/Kg
75-35-4	1,1-Dichloroethene	0.87	U	0.87	5.50	ug/Kg
67-64-1	Acetone	10.3	U	10.3	27.5	ug/Kg
75-15-0	Carbon Disulfide	2.40	U	2.40	5.50	ug/Kg
1634-04-4	Methyl tert-butyl Ether	0.72	U	0.72	5.50	ug/Kg
79-20-9	Methyl Acetate	1.80	U	1.80	5.50	ug/Kg
75-09-2	Methylene Chloride	8.60	J	6.70	11.0	ug/Kg
156-60-5	trans-1,2-Dichloroethene	0.80	U	0.80	5.50	ug/Kg
75-34-3	1,1-Dichloroethane	0.79	U	0.79	5.50	ug/Kg
110-82-7	Cyclohexane	0.77	U	0.77	5.50	ug/Kg
78-93-3	2-Butanone	8.00	U	8.00	27.5	ug/Kg
56-23-5	Carbon Tetrachloride	0.86	U	0.86	5.50	ug/Kg
156-59-2	cis-1,2-Dichloroethene	0.70	U	0.70	5.50	ug/Kg
74-97-5	Bromochloromethane	2.60	U	2.60	5.50	ug/Kg
67-66-3	Chloroform	1.50	U	1.50	5.50	ug/Kg
71-55-6	1,1,1-Trichloroethane	0.84	U	0.84	5.50	ug/Kg
108-87-2	Methylcyclohexane	3.70	U	3.70	5.50	ug/Kg
71-43-2	Benzene	0.73	U	0.73	5.50	ug/Kg
107-06-2	1,2-Dichloroethane	0.79	U	0.79	5.50	ug/Kg
79-01-6	Trichloroethene	0.73	U	0.73	5.50	ug/Kg
78-87-5	1,2-Dichloropropane	0.65	U	0.65	5.50	ug/Kg
75-27-4	Bromodichloromethane	0.77	U	0.77	5.50	ug/Kg
108-10-1	4-Methyl-2-Pentanone	5.00	U	5.00	27.5	ug/Kg
108-88-3	Toluene	0.72	U	0.72	5.50	ug/Kg
10061-02-6	t-1,3-Dichloropropene	0.85	U	0.85	5.50	ug/Kg
10061-01-5	cis-1,3-Dichloropropene	0.81	U	0.81	5.50	ug/Kg

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-06-6.5-7.0	SDG No.:	O3355
Lab Sample ID:	O3355-11	Matrix:	SOIL
Analytical Method:	SW8260	% Solid:	90.5
Sample Wt/Vol:	5.02 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOC-TCLVOA-10
GC Column:	RTX-VMS ID : 0.18	Level :	LOW
Prep Method :			

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
VD076524.D	1		06/21/23 20:52	VD062123

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
79-00-5	1,1,2-Trichloroethane	0.95	U	0.95	5.50	ug/Kg
591-78-6	2-Hexanone	5.80	U	5.80	27.5	ug/Kg
124-48-1	Dibromochloromethane	0.94	U	0.94	5.50	ug/Kg
106-93-4	1,2-Dibromoethane	0.87	U	0.87	5.50	ug/Kg
127-18-4	Tetrachloroethene	0.85	U	0.85	5.50	ug/Kg
108-90-7	Chlorobenzene	0.69	U	0.69	5.50	ug/Kg
100-41-4	Ethyl Benzene	0.74	U	0.74	5.50	ug/Kg
179601-23-1	m/p-Xylenes	1.60	U	1.60	11.0	ug/Kg
95-47-6	o-Xylene	0.85	U	0.85	5.50	ug/Kg
100-42-5	Styrene	0.76	U	0.76	5.50	ug/Kg
75-25-2	Bromoform	1.00	U	1.00	5.50	ug/Kg
98-82-8	Isopropylbenzene	0.78	U	0.78	5.50	ug/Kg
79-34-5	1,1,2,2-Tetrachloroethane	1.20	U	1.20	5.50	ug/Kg
541-73-1	1,3-Dichlorobenzene	0.75	U	0.75	5.50	ug/Kg
106-46-7	1,4-Dichlorobenzene	0.66	U	0.66	5.50	ug/Kg
95-50-1	1,2-Dichlorobenzene	0.66	U	0.66	5.50	ug/Kg
96-12-8	1,2-Dibromo-3-Chloropropane	1.30	U	1.30	5.50	ug/Kg
120-82-1	1,2,4-Trichlorobenzene	0.67	U	0.67	5.50	ug/Kg
87-61-6	1,2,3-Trichlorobenzene	0.69	U	0.69	5.50	ug/Kg
SURROGATES						
17060-07-0	1,2-Dichloroethane-d4	90.0	*	50 - 163	180%	SPK: 50
1868-53-7	Dibromofluoromethane	68.1		54 - 147	136%	SPK: 50
2037-26-5	Toluene-d8	50.8		58 - 134	102%	SPK: 50
460-00-4	4-Bromofluorobenzene	46.8		30 - 143	94%	SPK: 50
INTERNAL STANDARDS						
363-72-4	Pentafluorobenzene	59100	7.875			
540-36-3	1,4-Difluorobenzene	108000	8.775			
3114-55-4	Chlorobenzene-d5	101000	11.581			
3855-82-1	1,4-Dichlorobenzene-d4	36100	13.516			

CHEMTECH 284 Sheffield Street, Mountainside, NJ 07092 Phone: 908 789 8900 Fax: 908 789 8922

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-06-6.5-7.0	SDG No.:	O3355
Lab Sample ID:	O3355-11	Matrix:	SOIL
Analytical Method:	SW8260	% Solid:	90.5
Sample Wt/Vol:	5.02 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOC-TCLVOA-10
GC Column:	RTX-VMS ID : 0.18	Level :	LOW
Prep Method :			

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
VD076524.D	1		06/21/23 20:52	VD062123

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
E = Value Exceeds Calibration Range
Q = indicates LCS control criteria did not meet requirements
M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value
B = Analyte Found in Associated Method Blank
N = Presumptive Evidence of a Compound
* = Values outside of QC limits
D = Dilution
() = Laboratory InHouse Limit
A = Aldol-Condensation Reaction Products

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-06-6.5-7.0RE	SDG No.:	O3355
Lab Sample ID:	O3355-11RE	Matrix:	SOIL
Analytical Method:	SW8260	% Solid:	90.5
Sample Wt/Vol:	5.05 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOC-TCLVOA-10
GC Column:	RTX-VMS ID : 0.18	Level :	LOW
Prep Method :			

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
VD076537.D	1		06/22/23 14:15	VD062223

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
75-71-8	Dichlorodifluoromethane	1.80	U	1.80	5.50	ug/Kg
74-87-3	Chloromethane	1.00	U	1.00	5.50	ug/Kg
75-01-4	Vinyl Chloride	1.00	U	1.00	5.50	ug/Kg
74-83-9	Bromomethane	1.30	U	1.30	5.50	ug/Kg
75-00-3	Chloroethane	0.96	U	0.96	5.50	ug/Kg
75-69-4	Trichlorofluoromethane	1.20	U	1.20	5.50	ug/Kg
76-13-1	1,1,2-Trichlorotrifluoroethane	0.79	U	0.79	5.50	ug/Kg
75-35-4	1,1-Dichloroethene	0.86	U	0.86	5.50	ug/Kg
67-64-1	Acetone	10.3	U	10.3	27.4	ug/Kg
75-15-0	Carbon Disulfide	2.40	U	2.40	5.50	ug/Kg
1634-04-4	Methyl tert-butyl Ether	0.71	U	0.71	5.50	ug/Kg
79-20-9	Methyl Acetate	1.80	U	1.80	5.50	ug/Kg
75-09-2	Methylene Chloride	6.60	U	6.60	10.9	ug/Kg
156-60-5	trans-1,2-Dichloroethene	0.80	U	0.80	5.50	ug/Kg
75-34-3	1,1-Dichloroethane	0.79	U	0.79	5.50	ug/Kg
110-82-7	Cyclohexane	0.77	U	0.77	5.50	ug/Kg
78-93-3	2-Butanone	8.00	U	8.00	27.4	ug/Kg
56-23-5	Carbon Tetrachloride	0.85	U	0.85	5.50	ug/Kg
156-59-2	cis-1,2-Dichloroethene	0.70	U	0.70	5.50	ug/Kg
74-97-5	Bromochloromethane	2.60	U	2.60	5.50	ug/Kg
67-66-3	Chloroform	1.40	U	1.40	5.50	ug/Kg
71-55-6	1,1,1-Trichloroethane	0.83	U	0.83	5.50	ug/Kg
108-87-2	Methylcyclohexane	3.70	U	3.70	5.50	ug/Kg
71-43-2	Benzene	0.72	U	0.72	5.50	ug/Kg
107-06-2	1,2-Dichloroethane	0.79	U	0.79	5.50	ug/Kg
79-01-6	Trichloroethene	0.72	U	0.72	5.50	ug/Kg
78-87-5	1,2-Dichloropropane	0.65	U	0.65	5.50	ug/Kg
75-27-4	Bromodichloromethane	0.77	U	0.77	5.50	ug/Kg
108-10-1	4-Methyl-2-Pentanone	4.90	U	4.90	27.4	ug/Kg
108-88-3	Toluene	0.71	U	0.71	5.50	ug/Kg
10061-02-6	t-1,3-Dichloropropene	0.84	U	0.84	5.50	ug/Kg
10061-01-5	cis-1,3-Dichloropropene	0.81	U	0.81	5.50	ug/Kg

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-06-6.5-7.0RE	SDG No.:	O3355
Lab Sample ID:	O3355-11RE	Matrix:	SOIL
Analytical Method:	SW8260	% Solid:	90.5
Sample Wt/Vol:	5.05 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOC-TCLVOA-10
GC Column:	RTX-VMS ID : 0.18	Level :	LOW
Prep Method :			

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
VD076537.D	1		06/22/23 14:15	VD062223

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
79-00-5	1,1,2-Trichloroethane	0.94	U	0.94	5.50	ug/Kg
591-78-6	2-Hexanone	5.80	U	5.80	27.4	ug/Kg
124-48-1	Dibromochloromethane	0.93	U	0.93	5.50	ug/Kg
106-93-4	1,2-Dibromoethane	0.86	U	0.86	5.50	ug/Kg
127-18-4	Tetrachloroethene	0.84	U	0.84	5.50	ug/Kg
108-90-7	Chlorobenzene	0.69	U	0.69	5.50	ug/Kg
100-41-4	Ethyl Benzene	0.73	U	0.73	5.50	ug/Kg
179601-23-1	m/p-Xylenes	1.60	U	1.60	10.9	ug/Kg
95-47-6	o-Xylene	0.84	U	0.84	5.50	ug/Kg
100-42-5	Styrene	0.75	U	0.75	5.50	ug/Kg
75-25-2	Bromoform	1.00	U	1.00	5.50	ug/Kg
98-82-8	Isopropylbenzene	0.78	U	0.78	5.50	ug/Kg
79-34-5	1,1,2,2-Tetrachloroethane	1.20	U	1.20	5.50	ug/Kg
541-73-1	1,3-Dichlorobenzene	0.74	U	0.74	5.50	ug/Kg
106-46-7	1,4-Dichlorobenzene	0.66	U	0.66	5.50	ug/Kg
95-50-1	1,2-Dichlorobenzene	0.66	U	0.66	5.50	ug/Kg
96-12-8	1,2-Dibromo-3-Chloropropane	1.30	U	1.30	5.50	ug/Kg
120-82-1	1,2,4-Trichlorobenzene	0.67	U	0.67	5.50	ug/Kg
87-61-6	1,2,3-Trichlorobenzene	0.69	U	0.69	5.50	ug/Kg
SURROGATES						
17060-07-0	1,2-Dichloroethane-d4	110	*	50 - 163	226%	SPK: 50
1868-53-7	Dibromofluoromethane	77.7	*	54 - 147	155%	SPK: 50
2037-26-5	Toluene-d8	63.2		58 - 134	126%	SPK: 50
460-00-4	4-Bromofluorobenzene	63.7		30 - 143	127%	SPK: 50
INTERNAL STANDARDS						
363-72-4	Pentafluorobenzene	38800	7.875			
540-36-3	1,4-Difluorobenzene	77600	8.775			
3114-55-4	Chlorobenzene-d5	77700	11.581			
3855-82-1	1,4-Dichlorobenzene-d4	33600	13.522			

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-06-6.5-7.0RE	SDG No.:	O3355
Lab Sample ID:	O3355-11RE	Matrix:	SOIL
Analytical Method:	SW8260	% Solid:	90.5
Sample Wt/Vol:	5.05 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOC-TCLVOA-10
GC Column:	RTX-VMS ID : 0.18	Level :	LOW
Prep Method :			

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
VD076537.D	1		06/22/23 14:15	VD062223

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
E = Value Exceeds Calibration Range
Q = indicates LCS control criteria did not meet requirements
M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value
B = Analyte Found in Associated Method Blank
N = Presumptive Evidence of a Compound
* = Values outside of QC limits
D = Dilution
() = Laboratory InHouse Limit
A = Aldol-Condensation Reaction Products

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-07-6.5-7.0	SDG No.:	O3355
Lab Sample ID:	O3355-13	Matrix:	SOIL
Analytical Method:	SW8260	% Solid:	95.8
Sample Wt/Vol:	5 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOC-TCLVOA-10
GC Column:	RTX-VMS ID : 0.18	Level :	LOW
Prep Method :			

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
VD076525.D	1		06/21/23 21:22	VD062123

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
75-71-8	Dichlorodifluoromethane	1.70	U	1.70	5.20	ug/Kg
74-87-3	Chloromethane	0.95	U	0.95	5.20	ug/Kg
75-01-4	Vinyl Chloride	0.97	U	0.97	5.20	ug/Kg
74-83-9	Bromomethane	1.30	U	1.30	5.20	ug/Kg
75-00-3	Chloroethane	0.92	U	0.92	5.20	ug/Kg
75-69-4	Trichlorofluoromethane	1.10	U	1.10	5.20	ug/Kg
76-13-1	1,1,2-Trichlorotrifluoroethane	0.75	U	0.75	5.20	ug/Kg
75-35-4	1,1-Dichloroethene	0.82	U	0.82	5.20	ug/Kg
67-64-1	Acetone	9.80	U	9.80	26.1	ug/Kg
75-15-0	Carbon Disulfide	2.30	U	2.30	5.20	ug/Kg
1634-04-4	Methyl tert-butyl Ether	0.68	U	0.68	5.20	ug/Kg
79-20-9	Methyl Acetate	1.70	U	1.70	5.20	ug/Kg
75-09-2	Methylene Chloride	6.30	U	6.30	10.4	ug/Kg
156-60-5	trans-1,2-Dichloroethene	0.76	U	0.76	5.20	ug/Kg
75-34-3	1,1-Dichloroethane	0.75	U	0.75	5.20	ug/Kg
110-82-7	Cyclohexane	0.73	U	0.73	5.20	ug/Kg
78-93-3	2-Butanone	7.60	U	7.60	26.1	ug/Kg
56-23-5	Carbon Tetrachloride	0.81	U	0.81	5.20	ug/Kg
156-59-2	cis-1,2-Dichloroethene	0.67	U	0.67	5.20	ug/Kg
74-97-5	Bromochloromethane	2.50	U	2.50	5.20	ug/Kg
67-66-3	Chloroform	1.40	U	1.40	5.20	ug/Kg
71-55-6	1,1,1-Trichloroethane	0.79	U	0.79	5.20	ug/Kg
108-87-2	Methylcyclohexane	3.50	U	3.50	5.20	ug/Kg
71-43-2	Benzene	0.69	U	0.69	5.20	ug/Kg
107-06-2	1,2-Dichloroethane	0.75	U	0.75	5.20	ug/Kg
79-01-6	Trichloroethene	0.69	U	0.69	5.20	ug/Kg
78-87-5	1,2-Dichloropropane	0.62	U	0.62	5.20	ug/Kg
75-27-4	Bromodichloromethane	0.73	U	0.73	5.20	ug/Kg
108-10-1	4-Methyl-2-Pentanone	4.70	U	4.70	26.1	ug/Kg
108-88-3	Toluene	0.68	U	0.68	5.20	ug/Kg
10061-02-6	t-1,3-Dichloropropene	0.80	U	0.80	5.20	ug/Kg
10061-01-5	cis-1,3-Dichloropropene	0.77	U	0.77	5.20	ug/Kg

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-07-6.5-7.0	SDG No.:	O3355
Lab Sample ID:	O3355-13	Matrix:	SOIL
Analytical Method:	SW8260	% Solid:	95.8
Sample Wt/Vol:	5 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOC-TCLVOA-10
GC Column:	RTX-VMS ID : 0.18	Level :	LOW
Prep Method :			

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
VD076525.D	1		06/21/23 21:22	VD062123

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
79-00-5	1,1,2-Trichloroethane	0.90	U	0.90	5.20	ug/Kg
591-78-6	2-Hexanone	5.50	U	5.50	26.1	ug/Kg
124-48-1	Dibromochloromethane	0.89	U	0.89	5.20	ug/Kg
106-93-4	1,2-Dibromoethane	0.82	U	0.82	5.20	ug/Kg
127-18-4	Tetrachloroethene	0.80	U	0.80	5.20	ug/Kg
108-90-7	Chlorobenzene	0.66	U	0.66	5.20	ug/Kg
100-41-4	Ethyl Benzene	0.70	U	0.70	5.20	ug/Kg
179601-23-1	m/p-Xylenes	1.50	U	1.50	10.4	ug/Kg
95-47-6	o-Xylene	0.80	U	0.80	5.20	ug/Kg
100-42-5	Styrene	0.72	U	0.72	5.20	ug/Kg
75-25-2	Bromoform	0.99	U	0.99	5.20	ug/Kg
98-82-8	Isopropylbenzene	0.74	U	0.74	5.20	ug/Kg
79-34-5	1,1,2,2-Tetrachloroethane	1.10	U	1.10	5.20	ug/Kg
541-73-1	1,3-Dichlorobenzene	0.71	U	0.71	5.20	ug/Kg
106-46-7	1,4-Dichlorobenzene	0.63	U	0.63	5.20	ug/Kg
95-50-1	1,2-Dichlorobenzene	0.63	U	0.63	5.20	ug/Kg
96-12-8	1,2-Dibromo-3-Chloropropane	1.20	U	1.20	5.20	ug/Kg
120-82-1	1,2,4-Trichlorobenzene	0.64	U	0.64	5.20	ug/Kg
87-61-6	1,2,3-Trichlorobenzene	0.66	U	0.66	5.20	ug/Kg
SURROGATES						
17060-07-0	1,2-Dichloroethane-d4	61.0		50 - 163	122%	SPK: 50
1868-53-7	Dibromofluoromethane	56.6		54 - 147	113%	SPK: 50
2037-26-5	Toluene-d8	48.9		58 - 134	98%	SPK: 50
460-00-4	4-Bromofluorobenzene	42.8		30 - 143	86%	SPK: 50
INTERNAL STANDARDS						
363-72-4	Pentafluorobenzene	114000	7.869			
540-36-3	1,4-Difluorobenzene	202000	8.775			
3114-55-4	Chlorobenzene-d5	176000	11.581			
3855-82-1	1,4-Dichlorobenzene-d4	70100	13.516			

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-07-6.5-7.0	SDG No.:	O3355
Lab Sample ID:	O3355-13	Matrix:	SOIL
Analytical Method:	SW8260	% Solid:	95.8
Sample Wt/Vol:	5 Units: g	Final Vol:	5000 uL
Soil Aliquot Vol:	uL	Test:	VOC-TCLVOA-10
GC Column:	RTX-VMS ID : 0.18	Level :	LOW
Prep Method :			

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
VD076525.D	1		06/21/23 21:22	VD062123

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
E = Value Exceeds Calibration Range
Q = indicates LCS control criteria did not meet requirements
M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value
B = Analyte Found in Associated Method Blank
N = Presumptive Evidence of a Compound
* = Values outside of QC limits
D = Dilution
() = Laboratory InHouse Limit
A = Aldol-Condensation Reaction Products

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LAB CHRONICLE

OrderID:	O3355	**OrderDate:**	6/20/2023 1:24:30 PM
Client:	LiRo Engineers, Inc.	**Project:**	Reconstruction of Ely & Bruner Ave
Contact:	Steve Frank	**Location:**	G11,VOA Ref. #2 Soil

LabID	ClientID	Matrix	Test	Method	Sample Date	Prep Date	Anal Date	Received
O3355-01	**SB-01-6.5-7.0**	**SOIL**			**06/19/23**			**06/20/23**
			VOC-TCLVOA-10	8260D			06/21/23	
O3355-03	**SB-02-6.5-7.0**	**SOIL**			**06/19/23**			**06/20/23**
			VOC-TCLVOA-10	8260D			06/21/23	
O3355-05	**SB-03-6.5-7.0**	**SOIL**			**06/19/23**			**06/20/23**
			VOC-TCLVOA-10	8260D			06/21/23	
O3355-07	**SB-04-6.5-7.0**	**SOIL**			**06/19/23**			**06/20/23**
			VOC-TCLVOA-10	8260D			06/21/23	
O3355-09	**SB-05-6.5-7.0**	**SOIL**			**06/19/23**			**06/20/23**
			VOC-TCLVOA-10	8260D			06/22/23	
O3355-11	**SB-06-6.5-7.0**	**SOIL**			**06/19/23**			**06/20/23**
			VOC-TCLVOA-10	8260D			06/21/23	
O3355-11RE	**SB-06-6.5-7.0RE**	**SOIL**			**06/19/23**			**06/20/23**
			VOC-TCLVOA-10	8260D			06/22/23	
O3355-13	**SB-07-6.5-7.0**	**SOIL**			**06/19/23**			**06/20/23**
			VOC-TCLVOA-10	8260D			06/21/23	

SAMPLE DATA

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-01-COMP	SDG No.:	O3355
Lab Sample ID:	O3355-02	Matrix:	SOIL
Analytical Method:	8015D GRO	% Solid:	91.3 Decanted:
Sample Wt/Vol:	5.04 Units: g	Final Vol:	5 mL
Soil Aliquot Vol:	uL	Test:	Gasoline Range Organics
Extraction Type:		Injection Volume :	
GPC Factor :	PH :		
Prep Method :			

File ID/Qc Batch:	Dilution:	Date Analyzed	Prep Batch ID
FB030095.D	50	06/22/23 8:01	FB062123

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
GRO	GRO	680	J	216	2450	ug/kg
SURROGATES						
98-08-8	Alpha,Alpha,Alpha-Trifluoroto	20.7		50 - 150	103%	SPK: 20

Comments:

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
E = Value Exceeds Calibration Range
P = Indicates >25% difference for detected concentrations between the two GC columns
Q = indicates LCS control criteria did not meet requirements
M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value
B = Analyte Found in Associated Method Blank
N = Presumptive Evidence of a Compound
* = Values outside of QC limits
D = Dilution
S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.
() = Laboratory InHouse Limit

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-02-COMP	SDG No.:	O3355
Lab Sample ID:	O3355-04	Matrix:	SOIL
Analytical Method:	8015D GRO	% Solid:	96.5 Decanted:
Sample Wt/Vol:	5.05 Units: g	Final Vol:	5 mL
Soil Aliquot Vol:	uL	Test:	Gasoline Range Organics
Extraction Type:		Injection Volume :	
GPC Factor :	PH :		
Prep Method :			

File ID/Qc Batch:	Dilution:	Date Analyzed	Prep Batch ID
FB030078.D	1	06/21/23 20:04	FB062123

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
GRO	GRO	10.0	J	4.00	46.0	ug/kg
SURROGATES						
98-08-8	Alpha,Alpha,Alpha-Trifluoroto	14.0		50 - 150	70%	SPK: 20

Comments:

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LOQ = Limit of Quantitation
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B = Analyte Found in Associated Method Blank
N = Presumptive Evidence of a Compound
* = Values outside of QC limits
D = Dilution
S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.
() = Laboratory InHouse Limit

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-03-COMP	SDG No.:	O3355
Lab Sample ID:	O3355-06	Matrix:	SOIL
Analytical Method:	8015D GRO	% Solid:	86 Decanted:
Sample Wt/Vol:	5.07 Units: g	Final Vol:	5 mL
Soil Aliquot Vol:	uL	Test:	Gasoline Range Organics
Extraction Type:		Injection Volume :	
GPC Factor :	PH :		
Prep Method :			

File ID/Qc Batch:	Dilution:	Date Analyzed	Prep Batch ID
FB030096.D	50	06/22/23 8:39	FB062123

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
GRO	GRO	577	J	228	2580	ug/kg
SURROGATES						
98-08-8	Alpha,Alpha,Alpha-Trifluoroto	20.8		50 - 150	104%	SPK: 20

Comments:

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S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.
() = Laboratory InHouse Limit

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-04-COMP	SDG No.:	O3355
Lab Sample ID:	O3355-08	Matrix:	SOIL
Analytical Method:	8015D GRO	% Solid:	82.9 Decanted:
Sample Wt/Vol:	5.08 Units: g	Final Vol:	5 mL
Soil Aliquot Vol:	uL	Test:	Gasoline Range Organics
Extraction Type:		Injection Volume :	
GPC Factor :	PH :		
Prep Method :			

File ID/Qc Batch:	Dilution:	Date Analyzed	Prep Batch ID
FB030097.D	50	06/22/23 9:16	FB062123

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
GRO	GRO	802	J	236	2670	ug/kg
SURROGATES						
98-08-8	Alpha,Alpha,Alpha-Trifluoroto	17.2		50 - 150	86%	SPK: 20

Comments:

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() = Laboratory InHouse Limit

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-05-COMP	SDG No.:	O3355
Lab Sample ID:	O3355-10	Matrix:	SOIL
Analytical Method:	8015D GRO	% Solid:	94 Decanted:
Sample Wt/Vol:	5.08 Units: g	Final Vol:	5 mL
Soil Aliquot Vol:	uL	Test:	Gasoline Range Organics
Extraction Type:		Injection Volume :	
GPC Factor :	PH :		
Prep Method :			

File ID/Qc Batch:	Dilution:	Date Analyzed	Prep Batch ID
FB030081.D	1	06/21/23 21:59	FB062123

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
GRO	GRO	10.0	J	4.00	47.0	ug/kg
SURROGATES						
98-08-8	Alpha,Alpha,Alpha-Trifluoroto	11.0		50 - 150	55%	SPK: 20

Comments:

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Q = indicates LCS control criteria did not meet requirements
M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value
B = Analyte Found in Associated Method Blank
N = Presumptive Evidence of a Compound
* = Values outside of QC limits
D = Dilution
S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.
() = Laboratory InHouse Limit

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-06-COMP	SDG No.:	O3355
Lab Sample ID:	O3355-12	Matrix:	SOIL
Analytical Method:	8015D GRO	% Solid:	90.8 Decanted:
Sample Wt/Vol:	5.04 Units: g	Final Vol:	5 mL
Soil Aliquot Vol:	uL	Test:	Gasoline Range Organics
Extraction Type:		Injection Volume :	
GPC Factor :	PH :		
Prep Method :			

File ID/Qc Batch:	Dilution:	Date Analyzed	Prep Batch ID
FB030084.D	1	06/22/23 0:31	FB062123

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
GRO	GRO	15.0	J	4.00	49.0	ug/kg
SURROGATES						
98-08-8	Alpha,Alpha,Alpha-Trifluoroto	14.5		50 - 150	72%	SPK: 20

Comments:

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B = Analyte Found in Associated Method Blank
N = Presumptive Evidence of a Compound
* = Values outside of QC limits
D = Dilution
S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.
() = Laboratory InHouse Limit

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-07-COMP	SDG No.:	O3355
Lab Sample ID:	O3355-14	Matrix:	SOIL
Analytical Method:	8015D GRO	% Solid:	94.8 Decanted:
Sample Wt/Vol:	5.02 Units: g	Final Vol:	5 mL
Soil Aliquot Vol:	uL	Test:	Gasoline Range Organics
Extraction Type:		Injection Volume :	
GPC Factor :	PH :		
Prep Method :			

File ID/Qc Batch:	Dilution:	Date Analyzed	Prep Batch ID
FB030085.D	1	06/22/23 1:08	FB062123

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
GRO	GRO	10.0	J	4.00	47.0	ug/kg
SURROGATES						
98-08-8	Alpha,Alpha,Alpha-Trifluoroto	9.14	*	50 - 150	46%	SPK: 20

Comments:

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LOQ = Limit of Quantitation
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LOD = Limit of Detection
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Q = indicates LCS control criteria did not meet requirements
M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value
B = Analyte Found in Associated Method Blank
N = Presumptive Evidence of a Compound
* = Values outside of QC limits
D = Dilution
S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.
() = Laboratory InHouse Limit

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-07-COMPRE	SDG No.:	O3355
Lab Sample ID:	O3355-14RE	Matrix:	SOIL
Analytical Method:	8015D GRO	% Solid:	94.8 Decanted:
Sample Wt/Vol:	5.09 Units: g	Final Vol:	5 mL
Soil Aliquot Vol:	uL	Test:	Gasoline Range Organics
Extraction Type:		Injection Volume :	
GPC Factor :	PH :		
Prep Method :			

File ID/Qc Batch:	Dilution:	Date Analyzed	Prep Batch ID
FB030092.D	1	06/22/23 5:31	FB062123

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
GRO	GRO	10.0	J	4.00	47.0	ug/kg
SURROGATES						
98-08-8	Alpha,Alpha,Alpha-Trifluoroto	9.45	*	50 - 150	47%	SPK: 20

Comments:

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
E = Value Exceeds Calibration Range
P = Indicates >25% difference for detected concentrations between the two GC columns
Q = indicates LCS control criteria did not meet requirements
M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value
B = Analyte Found in Associated Method Blank
N = Presumptive Evidence of a Compound
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D = Dilution
S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.
() = Laboratory InHouse Limit

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LAB CHRONICLE

OrderID:	O3355	**OrderDate:**	6/20/2023 1:24:30 PM
Client:	LiRo Engineers, Inc.	**Project:**	Reconstruction of Ely & Bruner Ave
Contact:	Steve Frank	**Location:**	G11,VOA Ref. #2 Soil

LabID	ClientID	Matrix	Test	Method	Sample Date	Prep Date	Anal Date	Received
O3355-02	**SB-01-COMP**	**SOIL**			**06/19/23**			**06/20/23**
			Diesel Range Organics	8015D		06/22/23	06/22/23	
			Gasoline Range Organics	8015D			06/22/23	
			PCB	8082A		06/23/23	06/23/23	
O3355-04	**SB-02-COMP**	**SOIL**			**06/19/23**			**06/20/23**
			Diesel Range Organics	8015D		06/22/23	06/22/23	
			Gasoline Range Organics	8015D			06/21/23	
			PCB	8082A		06/23/23	06/23/23	
O3355-06	**SB-03-COMP**	**SOIL**			**06/19/23**			**06/20/23**
			Diesel Range Organics	8015D		06/22/23	06/23/23	
			Gasoline Range Organics	8015D			06/22/23	
			PCB	8082A		06/23/23	06/23/23	
O3355-06DL	**SB-03-COMPDL**	**SOIL**			**06/19/23**			**06/20/23**
			PCB	8082A		06/23/23	06/26/23	
O3355-08	**SB-04-COMP**	**SOIL**			**06/19/23**			**06/20/23**
			Diesel Range Organics	8015D		06/22/23	06/23/23	
			Gasoline Range Organics	8015D			06/22/23	
			PCB	8082A		06/23/23	06/23/23	
O3355-10	**SB-05-COMP**	**SOIL**			**06/19/23**			**06/20/23**
			Diesel Range Organics	8015D		06/22/23	06/23/23	
			Gasoline Range Organics	8015D			06/21/23	
			PCB	8082A		06/23/23	06/23/23	
O3355-10RE	**SB-05-COMPRE**	**SOIL**			**06/19/23**			**06/20/23**
			PCB	8082A		06/23/23	06/26/23	
O3355-12	**SB-06-COMP**	**SOIL**			**06/19/23**			**06/20/23**
			Diesel Range Organics	8015D		06/22/23	06/23/23	
			Gasoline Range Organics	8015D			06/22/23	

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LAB CHRONICLE

			PCB	8082A		06/23/23	06/23/23	
O3355-12DL	**SB-06-COMPDL**	**SOIL**			**06/19/23**			**06/20/23**
			PCB	8082A		06/23/23	06/27/23	
O3355-14	**SB-07-COMP**	**SOIL**			**06/19/23**			**06/20/23**
			Diesel Range Organics	8015D		06/22/23	06/23/23	
			Gasoline Range Organics	8015D			06/22/23	
			PCB	8082A		06/23/23	06/23/23	
O3355-14RE	**SB-07-COMPRE**	**SOIL**			**06/19/23**			**06/20/23**
			Gasoline Range Organics	8015D			06/22/23	

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Hit Summary Sheet
SW-846

SDG No.: O3355

Client: LiRo Engineers, Inc.

Sample ID	Client ID	Matrix	Parameter	Concentration	C	MDL	RDL	Units
Client ID :	**SB-01-COMP**							
O3355-02	SB-01-COMP	SOIL	Phenanthrene	140.000	J	100	190	ug/Kg
O3355-02	SB-01-COMP	SOIL	Fluoranthene	530.000		100	190	ug/Kg
O3355-02	SB-01-COMP	SOIL	Pyrene	510.000		91.6	190	ug/Kg
O3355-02	SB-01-COMP	SOIL	Benzo(a)anthracene	310.000		91.8	190	ug/Kg
O3355-02	SB-01-COMP	SOIL	Chrysene	250.000		95	190	ug/Kg
O3355-02	SB-01-COMP	SOIL	Benzo(b)fluoranthene	480.000		87.9	190	ug/Kg
O3355-02	SB-01-COMP	SOIL	Benzo(k)fluoranthene	120.000	J	96.4	190	ug/Kg
O3355-02	SB-01-COMP	SOIL	Benzo(a)pyrene	300.000		100	190	ug/Kg
O3355-02	SB-01-COMP	SOIL	Indeno(1,2,3-cd)pyrene	140.000	J	120	190	ug/Kg
O3355-02	SB-01-COMP	SOIL	Benzo(g,h,i)perylene	170.000	J	100	190	ug/Kg
			Total Svoc :	**2,950.00**				
			Total Concentration:	**2,950.00**				
Client ID :	**SB-02-COMP**							
O3355-04	SB-02-COMP	SOIL	Phenanthrene	150.000	J	95.8	180	ug/Kg
O3355-04	SB-02-COMP	SOIL	Fluoranthene	270.000		97.5	180	ug/Kg
O3355-04	SB-02-COMP	SOIL	Pyrene	370.000		86.5	180	ug/Kg
O3355-04	SB-02-COMP	SOIL	Benzo(a)anthracene	140.000	J	86.7	180	ug/Kg
O3355-04	SB-02-COMP	SOIL	Chrysene	200.000		89.7	180	ug/Kg
O3355-04	SB-02-COMP	SOIL	Benzo(b)fluoranthene	250.000		83	180	ug/Kg
O3355-04	SB-02-COMP	SOIL	Benzo(a)pyrene	160.000	J	97.4	180	ug/Kg
O3355-04	SB-02-COMP	SOIL	Benzo(g,h,i)perylene	140.000	J	95.6	180	ug/Kg
			Total Svoc :	**1,680.00**				
			Total Concentration:	**1,680.00**				
Client ID :	**SB-03-COMP**							
O3355-06	SB-03-COMP	SOIL	Phenanthrene	530.000		110	200	ug/Kg
O3355-06	SB-03-COMP	SOIL	Anthracene	180.000	J	120	200	ug/Kg
O3355-06	SB-03-COMP	SOIL	Fluoranthene	1,400.000		110	200	ug/Kg
O3355-06	SB-03-COMP	SOIL	Pyrene	1,200.000		97.2	200	ug/Kg
O3355-06	SB-03-COMP	SOIL	Benzo(a)anthracene	700.000		97.4	200	ug/Kg
O3355-06	SB-03-COMP	SOIL	Chrysene	630.000		100	200	ug/Kg
O3355-06	SB-03-COMP	SOIL	Benzo(b)fluoranthene	820.000		93.2	200	ug/Kg
O3355-06	SB-03-COMP	SOIL	Benzo(k)fluoranthene	260.000		100	200	ug/Kg
O3355-06	SB-03-COMP	SOIL	Benzo(a)pyrene	660.000		110	200	ug/Kg
O3355-06	SB-03-COMP	SOIL	Indeno(1,2,3-cd)pyrene	300.000		120	200	ug/Kg
O3355-06	SB-03-COMP	SOIL	Benzo(g,h,i)perylene	340.000		110	200	ug/Kg
			Total Svoc :	**7,020.00**				
			Total Concentration:	**7,020.00**				
Client ID :	**SB-04-COMP**							

Hit Summary Sheet
SW-846

SDG No.: O3355

Client: LiRo Engineers, Inc.

Sample ID	Client ID	Matrix	Parameter	Concentration	C	MDL	RDL	Units
O3355-08	SB-04-COMP	SOIL	Acenaphthylene	390.000	J	210	410	ug/Kg
O3355-08	SB-04-COMP	SOIL	Fluorene	210.000	J	200	410	ug/Kg
O3355-08	SB-04-COMP	SOIL	Phenanthrene	2,300.000		220	410	ug/Kg
O3355-08	SB-04-COMP	SOIL	Anthracene	2,700.000		250	410	ug/Kg
O3355-08	SB-04-COMP	SOIL	Fluoranthene	5,900.000		230	410	ug/Kg
O3355-08	SB-04-COMP	SOIL	Pyrene	6,600.000	E	200	410	ug/Kg
O3355-08	SB-04-COMP	SOIL	Benzo(a)anthracene	3,200.000		200	410	ug/Kg
O3355-08	SB-04-COMP	SOIL	Chrysene	3,000.000		210	410	ug/Kg
O3355-08	SB-04-COMP	SOIL	Benzo(b)fluoranthene	4,200.000		190	410	ug/Kg
O3355-08	SB-04-COMP	SOIL	Benzo(k)fluoranthene	1,300.000		210	410	ug/Kg
O3355-08	SB-04-COMP	SOIL	Benzo(a)pyrene	2,800.000		230	410	ug/Kg
O3355-08	SB-04-COMP	SOIL	Indeno(1,2,3-cd)pyrene	1,200.000		260	410	ug/Kg
O3355-08	SB-04-COMP	SOIL	Dibenzo(a,h)anthracene	410.000		230	410	ug/Kg
O3355-08	SB-04-COMP	SOIL	Benzo(g,h,i)perylene	1,300.000		220	410	ug/Kg
			Total Svoc :	**35,510.00**				
			Total Concentration:	**35,510.00**				
Client ID :	**SB-04-COMPDL**							
O3355-08DL	SB-04-COMPDL	SOIL	Phenanthrene	2,400.000	D	1100	2000	ug/Kg
O3355-08DL	SB-04-COMPDL	SOIL	Anthracene	3,200.000	D	1200	2000	ug/Kg
O3355-08DL	SB-04-COMPDL	SOIL	Fluoranthene	7,600.000	D	1100	2000	ug/Kg
O3355-08DL	SB-04-COMPDL	SOIL	Pyrene	6,800.000	D	1000	2000	ug/Kg
O3355-08DL	SB-04-COMPDL	SOIL	Benzo(a)anthracene	3,700.000	D	1000	2000	ug/Kg
O3355-08DL	SB-04-COMPDL	SOIL	Chrysene	3,500.000	D	1000	2000	ug/Kg
O3355-08DL	SB-04-COMPDL	SOIL	Benzo(b)fluoranthene	4,900.000	D	970	2000	ug/Kg
O3355-08DL	SB-04-COMPDL	SOIL	Benzo(k)fluoranthene	1,300.000	JD	1100	2000	ug/Kg
O3355-08DL	SB-04-COMPDL	SOIL	Benzo(a)pyrene	3,100.000	D	1100	2000	ug/Kg
O3355-08DL	SB-04-COMPDL	SOIL	Indeno(1,2,3-cd)pyrene	1,300.000	JD	1300	2000	ug/Kg
O3355-08DL	SB-04-COMPDL	SOIL	Benzo(g,h,i)perylene	1,300.000	JD	1100	2000	ug/Kg
			Total Svoc :	**39,100.00**				
			Total Concentration:	**39,100.00**				
Client ID :	**SB-05-COMP**							
O3355-10	SB-05-COMP	SOIL	Naphthalene	92.700	J	86.6	180	ug/Kg
O3355-10	SB-05-COMP	SOIL	Acenaphthylene	220.000		94	180	ug/Kg
O3355-10	SB-05-COMP	SOIL	Acenaphthene	87.800	J	85.4	180	ug/Kg
O3355-10	SB-05-COMP	SOIL	Fluorene	140.000	J	90.2	180	ug/Kg
O3355-10	SB-05-COMP	SOIL	Phenanthrene	1,300.000		98.6	180	ug/Kg
O3355-10	SB-05-COMP	SOIL	Anthracene	380.000		110	180	ug/Kg
O3355-10	SB-05-COMP	SOIL	Fluoranthene	2,400.000		100	180	ug/Kg
O3355-10	SB-05-COMP	SOIL	Pyrene	2,600.000		89	180	ug/Kg
O3355-10	SB-05-COMP	SOIL	Benzo(a)anthracene	1,400.000		89.2	180	ug/Kg
O3355-10	SB-05-COMP	SOIL	Chrysene	1,200.000		92.3	180	ug/Kg

Hit Summary Sheet
SW-846

SDG No.: O3355

Client: LiRo Engineers, Inc.

Sample ID	Client ID	Matrix	Parameter	Concentration	C	MDL	RDL	Units
O3355-10	SB-05-COMP	SOIL	Benzo(b)fluoranthene	1,500.000		85.4	180	ug/Kg
O3355-10	SB-05-COMP	SOIL	Benzo(k)fluoranthene	570.000		93.7	180	ug/Kg
O3355-10	SB-05-COMP	SOIL	Benzo(a)pyrene	1,200.000		100	180	ug/Kg
O3355-10	SB-05-COMP	SOIL	Indeno(1,2,3-cd)pyrene	630.000		110	180	ug/Kg
O3355-10	SB-05-COMP	SOIL	Dibenzo(a,h)anthracene	200.000		100	180	ug/Kg
O3355-10	SB-05-COMP	SOIL	Benzo(g,h,i)perylene	600.000		98.4	180	ug/Kg
			Total Svoc :	**14,520.50**				
			Total Concentration:	**14,520.50**				
Client ID :	**SB-06-COMP**							
O3355-12	SB-06-COMP	SOIL	Acenaphthylene	330.000	J	190	370	ug/Kg
O3355-12	SB-06-COMP	SOIL	Fluorene	280.000	J	190	370	ug/Kg
O3355-12	SB-06-COMP	SOIL	Phenanthrene	3,400.000		200	370	ug/Kg
O3355-12	SB-06-COMP	SOIL	Anthracene	850.000		220	370	ug/Kg
O3355-12	SB-06-COMP	SOIL	Fluoranthene	6,100.000	E	210	370	ug/Kg
O3355-12	SB-06-COMP	SOIL	Pyrene	6,100.000	E	180	370	ug/Kg
O3355-12	SB-06-COMP	SOIL	Benzo(a)anthracene	3,400.000		180	370	ug/Kg
O3355-12	SB-06-COMP	SOIL	Chrysene	2,800.000		190	370	ug/Kg
O3355-12	SB-06-COMP	SOIL	Benzo(b)fluoranthene	4,100.000		180	370	ug/Kg
O3355-12	SB-06-COMP	SOIL	Benzo(k)fluoranthene	1,100.000		190	370	ug/Kg
O3355-12	SB-06-COMP	SOIL	Benzo(a)pyrene	2,900.000		210	370	ug/Kg
O3355-12	SB-06-COMP	SOIL	Indeno(1,2,3-cd)pyrene	1,100.000		240	370	ug/Kg
O3355-12	SB-06-COMP	SOIL	Dibenzo(a,h)anthracene	340.000	J	210	370	ug/Kg
O3355-12	SB-06-COMP	SOIL	Benzo(g,h,i)perylene	1,100.000		200	370	ug/Kg
			Total Svoc :	**33,900.00**				
			Total Concentration:	**33,900.00**				
Client ID :	**SB-06-COMPDL**							
O3355-12DL	SB-06-COMPDL	SOIL	Phenanthrene	3,500.000	D	410	750	ug/Kg
O3355-12DL	SB-06-COMPDL	SOIL	Anthracene	710.000	JD	450	750	ug/Kg
O3355-12DL	SB-06-COMPDL	SOIL	Fluoranthene	6,500.000	D	420	750	ug/Kg
O3355-12DL	SB-06-COMPDL	SOIL	Pyrene	5,100.000	D	370	750	ug/Kg
O3355-12DL	SB-06-COMPDL	SOIL	Benzo(a)anthracene	3,300.000	D	370	750	ug/Kg
O3355-12DL	SB-06-COMPDL	SOIL	Chrysene	3,000.000	D	380	750	ug/Kg
O3355-12DL	SB-06-COMPDL	SOIL	Benzo(b)fluoranthene	3,600.000	D	350	750	ug/Kg
O3355-12DL	SB-06-COMPDL	SOIL	Benzo(k)fluoranthene	1,500.000	D	390	750	ug/Kg
O3355-12DL	SB-06-COMPDL	SOIL	Benzo(a)pyrene	2,800.000	D	410	750	ug/Kg
O3355-12DL	SB-06-COMPDL	SOIL	Indeno(1,2,3-cd)pyrene	1,200.000	D	470	750	ug/Kg
O3355-12DL	SB-06-COMPDL	SOIL	Benzo(g,h,i)perylene	1,400.000	D	410	750	ug/Kg
			Total Svoc :	**32,610.00**				
			Total Concentration:	**32,610.00**				
Client ID :	**SB-07-COMP**							
O3355-14	SB-07-COMP	SOIL	Naphthalene	100.000	J	85.6	180	ug/Kg

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Hit Summary Sheet
SW-846

SDG No.: O3355

Client: LiRo Engineers, Inc.

Sample ID	Client ID	Matrix	Parameter	Concentration	C	MDL	RDL	Units
O3355-14	SB-07-COMP	SOIL	Acenaphthylene	540.000		93	180	ug/Kg
O3355-14	SB-07-COMP	SOIL	Phenanthrene	840.000		97.5	180	ug/Kg
O3355-14	SB-07-COMP	SOIL	Anthracene	310.000		110	180	ug/Kg
O3355-14	SB-07-COMP	SOIL	Fluoranthene	1,900.000		99.3	180	ug/Kg
O3355-14	SB-07-COMP	SOIL	Pyrene	2,100.000		88	180	ug/Kg
O3355-14	SB-07-COMP	SOIL	Benzo(a)anthracene	1,200.000		88.2	180	ug/Kg
O3355-14	SB-07-COMP	SOIL	Chrysene	1,300.000		91.3	180	ug/Kg
O3355-14	SB-07-COMP	SOIL	Benzo(b)fluoranthene	1,800.000		84.5	180	ug/Kg
O3355-14	SB-07-COMP	SOIL	Benzo(k)fluoranthene	670.000		92.7	180	ug/Kg
O3355-14	SB-07-COMP	SOIL	Benzo(a)pyrene	1,300.000		99.2	180	ug/Kg
O3355-14	SB-07-COMP	SOIL	Indeno(1,2,3-cd)pyrene	810.000		110	180	ug/Kg
O3355-14	SB-07-COMP	SOIL	Dibenzo(a,h)anthracene	240.000		100	180	ug/Kg
O3355-14	SB-07-COMP	SOIL	Benzo(g,h,i)perylene	800.000		97.3	180	ug/Kg
			Total Svoc :	**13,910.00**				
			Total Concentration:	**13,910.00**				

SAMPLE DATA

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-01-COMP	SDG No.:	O3355
Lab Sample ID:	O3355-02	Matrix:	SOIL
Analytical Method:	SW8270	% Solid:	91.3
Sample Wt/Vol:	30.03 Units: g	Final Vol:	1000 uL
Soil Aliquot Vol:	uL	Test:	SVOC-PAH
Extraction Type :	Decanted : N	Level :	LOW
Injection Volume :	GPC Factor : 1.0	GPC Cleanup :	N PH :
Prep Method :	SW3541		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
BF134015.D	1	06/22/23 10:20	06/28/23 05:53	PB153685

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
91-20-3	Naphthalene	89.1	U	89.1	190	ug/Kg
208-96-8	Acenaphthylene	96.7	U	96.7	190	ug/Kg
83-32-9	Acenaphthene	87.9	U	87.9	190	ug/Kg
86-73-7	Fluorene	92.8	U	92.8	190	ug/Kg
85-01-8	Phenanthrene	140	J	100	190	ug/Kg
120-12-7	Anthracene	110	U	110	190	ug/Kg
206-44-0	Fluoranthene	530		100	190	ug/Kg
129-00-0	Pyrene	510		91.6	190	ug/Kg
56-55-3	Benzo(a)anthracene	310		91.8	190	ug/Kg
218-01-9	Chrysene	250		95.0	190	ug/Kg
205-99-2	Benzo(b)fluoranthene	480		87.9	190	ug/Kg
207-08-9	Benzo(k)fluoranthene	120	J	96.4	190	ug/Kg
50-32-8	Benzo(a)pyrene	300		100	190	ug/Kg
193-39-5	Indeno(1,2,3-cd)pyrene	140	J	120	190	ug/Kg
53-70-3	Dibenzo(a,h)anthracene	110	U	110	190	ug/Kg
191-24-2	Benzo(g,h,i)perylene	170	J	100	190	ug/Kg
SURROGATES						
4165-60-0	Nitrobenzene-d5	51.9		27 - 109	52%	SPK: 100
321-60-8	2-Fluorobiphenyl	60.6		30 - 103	61%	SPK: 100
1718-51-0	Terphenyl-d14	64.9		21 - 107	65%	SPK: 100
INTERNAL STANDARDS						
3855-82-1	1,4-Dichlorobenzene-d4	123000	6.851			
1146-65-2	Naphthalene-d8	468000	8.128			
15067-26-2	Acenaphthene-d10	185000	9.886			
1517-22-2	Phenanthrene-d10	294000	11.386			
1719-03-5	Chrysene-d12	175000	14.045			
1520-96-3	Perylene-d12	150000	15.551			

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-01-COMP	SDG No.:	O3355
Lab Sample ID:	O3355-02	Matrix:	SOIL
Analytical Method:	SW8270	% Solid:	91.3
Sample Wt/Vol:	30.03 Units: g	Final Vol:	1000 uL
Soil Aliquot Vol:	uL	Test:	SVOC-PAH
Extraction Type :	Decanted : N	Level :	LOW
Injection Volume :	GPC Factor : 1.0	GPC Cleanup : N	PH :
Prep Method :	SW3541		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
BF134015.D	1	06/22/23 10:20	06/28/23 05:53	PB153685

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
E = Value Exceeds Calibration Range
Q = indicates LCS control criteria did not meet requirements
M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value
B = Analyte Found in Associated Method Blank
N = Presumptive Evidence of a Compound
* = Values outside of QC limits
D = Dilution
() = Laboratory InHouse Limit
A = Aldol-Condensation Reaction Products

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-02-COMP	SDG No.:	O3355
Lab Sample ID:	O3355-04	Matrix:	SOIL
Analytical Method:	SW8270	% Solid:	96.5
Sample Wt/Vol:	30.09 Units: g	Final Vol:	1000 uL
Soil Aliquot Vol:	uL	Test:	SVOC-PAH
Extraction Type :	Decanted : N	Level :	LOW
Injection Volume :	GPC Factor : 1.0	GPC Cleanup :	N PH :
Prep Method :	SW3541		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
BF134016.D	1	06/22/23 10:20	06/28/23 06:24	PB153685

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
91-20-3	Naphthalene	84.1	U	84.1	180	ug/Kg
208-96-8	Acenaphthylene	91.3	U	91.3	180	ug/Kg
83-32-9	Acenaphthene	83.0	U	83.0	180	ug/Kg
86-73-7	Fluorene	87.6	U	87.6	180	ug/Kg
85-01-8	Phenanthrene	150	J	95.8	180	ug/Kg
120-12-7	Anthracene	110	U	110	180	ug/Kg
206-44-0	Fluoranthene	270		97.5	180	ug/Kg
129-00-0	Pyrene	370		86.5	180	ug/Kg
56-55-3	Benzo(a)anthracene	140	J	86.7	180	ug/Kg
218-01-9	Chrysene	200		89.7	180	ug/Kg
205-99-2	Benzo(b)fluoranthene	250		83.0	180	ug/Kg
207-08-9	Benzo(k)fluoranthene	91.0	U	91.0	180	ug/Kg
50-32-8	Benzo(a)pyrene	160	J	97.4	180	ug/Kg
193-39-5	Indeno(1,2,3-cd)pyrene	110	U	110	180	ug/Kg
53-70-3	Dibenzo(a,h)anthracene	99.7	U	99.7	180	ug/Kg
191-24-2	Benzo(g,h,i)perylene	140	J	95.6	180	ug/Kg
SURROGATES						
4165-60-0	Nitrobenzene-d5	58.1		27 - 109	58%	SPK: 100
321-60-8	2-Fluorobiphenyl	73.4		30 - 103	73%	SPK: 100
1718-51-0	Terphenyl-d14	77.6		21 - 107	78%	SPK: 100
INTERNAL STANDARDS						
3855-82-1	1,4-Dichlorobenzene-d4	117000	6.851			
1146-65-2	Naphthalene-d8	442000	8.128			
15067-26-2	Acenaphthene-d10	162000	9.886			
1517-22-2	Phenanthrene-d10	315000	11.386			
1719-03-5	Chrysene-d12	161000	14.045			
1520-96-3	Perylene-d12	127000	15.551			

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-02-COMP	SDG No.:	O3355
Lab Sample ID:	O3355-04	Matrix:	SOIL
Analytical Method:	SW8270	% Solid:	96.5
Sample Wt/Vol:	30.09 Units: g	Final Vol:	1000 uL
Soil Aliquot Vol:	uL	Test:	SVOC-PAH
Extraction Type :	Decanted : N	Level :	LOW
Injection Volume :	GPC Factor : 1.0	GPC Cleanup :	N PH :
Prep Method :	SW3541		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
BF134016.D	1	06/22/23 10:20	06/28/23 06:24	PB153685

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
E = Value Exceeds Calibration Range
Q = indicates LCS control criteria did not meet requirements
M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value
B = Analyte Found in Associated Method Blank
N = Presumptive Evidence of a Compound
* = Values outside of QC limits
D = Dilution
() = Laboratory InHouse Limit
A = Aldol-Condensation Reaction Products

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-03-COMP	SDG No.:	O3355
Lab Sample ID:	O3355-06	Matrix:	SOIL
Analytical Method:	SW8270	% Solid:	86
Sample Wt/Vol:	30.05 Units: g	Final Vol:	1000 uL
Soil Aliquot Vol:	uL	Test:	SVOC-PAH
Extraction Type :	Decanted : N	Level :	LOW
Injection Volume :	GPC Factor : 1.0	GPC Cleanup :	N PH :
Prep Method :	SW3541		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
BF134019.D	1	06/22/23 10:20	06/28/23 07:59	PB153685

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
91-20-3	Naphthalene	94.5	U	94.5	200	ug/Kg
208-96-8	Acenaphthylene	100	U	100	200	ug/Kg
83-32-9	Acenaphthene	93.2	U	93.2	200	ug/Kg
86-73-7	Fluorene	98.4	U	98.4	200	ug/Kg
85-01-8	Phenanthrene	530		110	200	ug/Kg
120-12-7	Anthracene	180	J	120	200	ug/Kg
206-44-0	Fluoranthene	1400		110	200	ug/Kg
129-00-0	Pyrene	1200		97.2	200	ug/Kg
56-55-3	Benzo(a)anthracene	700		97.4	200	ug/Kg
218-01-9	Chrysene	630		100	200	ug/Kg
205-99-2	Benzo(b)fluoranthene	820		93.2	200	ug/Kg
207-08-9	Benzo(k)fluoranthene	260		100	200	ug/Kg
50-32-8	Benzo(a)pyrene	660		110	200	ug/Kg
193-39-5	Indeno(1,2,3-cd)pyrene	300		120	200	ug/Kg
53-70-3	Dibenzo(a,h)anthracene	110	U	110	200	ug/Kg
191-24-2	Benzo(g,h,i)perylene	340		110	200	ug/Kg
SURROGATES						
4165-60-0	Nitrobenzene-d5	64.5		27 - 109	64%	SPK: 100
321-60-8	2-Fluorobiphenyl	63.5		30 - 103	64%	SPK: 100
1718-51-0	Terphenyl-d14	80.4		21 - 107	80%	SPK: 100
INTERNAL STANDARDS						
3855-82-1	1,4-Dichlorobenzene-d4	92700	6.851			
1146-65-2	Naphthalene-d8	337000	8.133			
15067-26-2	Acenaphthene-d10	149000	9.892			
1517-22-2	Phenanthrene-d10	261000	11.386			
1719-03-5	Chrysene-d12	154000	14.045			
1520-96-3	Perylene-d12	152000	15.556			

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-03-COMP	SDG No.:	O3355
Lab Sample ID:	O3355-06	Matrix:	SOIL
Analytical Method:	SW8270	% Solid:	86
Sample Wt/Vol:	30.05 Units: g	Final Vol:	1000 uL
Soil Aliquot Vol:	uL	Test:	SVOC-PAH
Extraction Type :	Decanted : N	Level :	LOW
Injection Volume :	GPC Factor : 1.0	GPC Cleanup : N	PH :
Prep Method :	SW3541		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
BF134019.D	1	06/22/23 10:20	06/28/23 07:59	PB153685

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
E = Value Exceeds Calibration Range
Q = indicates LCS control criteria did not meet requirements
M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value
B = Analyte Found in Associated Method Blank
N = Presumptive Evidence of a Compound
* = Values outside of QC limits
D = Dilution
() = Laboratory InHouse Limit
A = Aldol-Condensation Reaction Products

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-04-COMP	SDG No.:	O3355
Lab Sample ID:	O3355-08	Matrix:	SOIL
Analytical Method:	SW8270	% Solid:	82.9
Sample Wt/Vol:	30.07 Units: g	Final Vol:	1000 uL
Soil Aliquot Vol:	uL	Test:	SVOC-PAH
Extraction Type :	Decanted : N	Level :	LOW
Injection Volume :	GPC Factor : 1.0	GPC Cleanup :	N PH :
Prep Method :	SW3541		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
BF134003.D	2	06/22/23 10:20	06/27/23 21:49	PB153685

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
91-20-3	Naphthalene	200	U	200	410	ug/Kg
208-96-8	Acenaphthylene	390	J	210	410	ug/Kg
83-32-9	Acenaphthene	190	U	190	410	ug/Kg
86-73-7	Fluorene	210	J	200	410	ug/Kg
85-01-8	Phenanthrene	2300		220	410	ug/Kg
120-12-7	Anthracene	2700		250	410	ug/Kg
206-44-0	Fluoranthene	5900		230	410	ug/Kg
129-00-0	Pyrene	6600	E	200	410	ug/Kg
56-55-3	Benzo(a)anthracene	3200		200	410	ug/Kg
218-01-9	Chrysene	3000		210	410	ug/Kg
205-99-2	Benzo(b)fluoranthene	4200		190	410	ug/Kg
207-08-9	Benzo(k)fluoranthene	1300		210	410	ug/Kg
50-32-8	Benzo(a)pyrene	2800		230	410	ug/Kg
193-39-5	Indeno(1,2,3-cd)pyrene	1200		260	410	ug/Kg
53-70-3	Dibenzo(a,h)anthracene	410		230	410	ug/Kg
191-24-2	Benzo(g,h,i)perylene	1300		220	410	ug/Kg
SURROGATES						
4165-60-0	Nitrobenzene-d5	62.2		27 - 109	62%	SPK: 100
321-60-8	2-Fluorobiphenyl	60.2		30 - 103	60%	SPK: 100
1718-51-0	Terphenyl-d14	67.5		21 - 107	67%	SPK: 100
INTERNAL STANDARDS						
3855-82-1	1,4-Dichlorobenzene-d4	107000	6.851			
1146-65-2	Naphthalene-d8	361000	8.134			
15067-26-2	Acenaphthene-d10	155000	9.886			
1517-22-2	Phenanthrene-d10	294000	11.386			
1719-03-5	Chrysene-d12	165000	14.051			
1520-96-3	Perylene-d12	116000	15.557			

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-04-COMP	SDG No.:	O3355
Lab Sample ID:	O3355-08	Matrix:	SOIL
Analytical Method:	SW8270	% Solid:	82.9
Sample Wt/Vol:	30.07 Units: g	Final Vol:	1000 uL
Soil Aliquot Vol:	uL	Test:	SVOC-PAH
Extraction Type :	Decanted : N	Level :	LOW
Injection Volume :	GPC Factor : 1.0	GPC Cleanup :	N PH :
Prep Method :	SW3541		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
BF134003.D	2	06/22/23 10:20	06/27/23 21:49	PB153685

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
E = Value Exceeds Calibration Range
Q = indicates LCS control criteria did not meet requirements
M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value
B = Analyte Found in Associated Method Blank
N = Presumptive Evidence of a Compound
* = Values outside of QC limits
D = Dilution
() = Laboratory InHouse Limit
A = Aldol-Condensation Reaction Products

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-04-COMPDL	SDG No.:	O3355
Lab Sample ID:	O3355-08DL	Matrix:	SOIL
Analytical Method:	SW8270	% Solid:	82.9
Sample Wt/Vol:	30.07 Units: g	Final Vol:	1000 uL
Soil Aliquot Vol:	uL	Test:	SVOC-PAH
Extraction Type :	Decanted : N	Level :	LOW
Injection Volume :	GPC Factor : 1.0	GPC Cleanup :	N PH :
Prep Method :	SW3541		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
BF134042.D	10	06/22/23 10:20	06/29/23 18:02	PB153685

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
91-20-3	Naphthalene	980	UD	980	2000	ug/Kg
208-96-8	Acenaphthylene	1100	UD	1100	2000	ug/Kg
83-32-9	Acenaphthene	970	UD	970	2000	ug/Kg
86-73-7	Fluorene	1000	UD	1000	2000	ug/Kg
85-01-8	Phenanthrene	2400	D	1100	2000	ug/Kg
120-12-7	Anthracene	3200	D	1200	2000	ug/Kg
206-44-0	Fluoranthene	7600	D	1100	2000	ug/Kg
129-00-0	Pyrene	6800	D	1000	2000	ug/Kg
56-55-3	Benzo(a)anthracene	3700	D	1000	2000	ug/Kg
218-01-9	Chrysene	3500	D	1000	2000	ug/Kg
205-99-2	Benzo(b)fluoranthene	4900	D	970	2000	ug/Kg
207-08-9	Benzo(k)fluoranthene	1300	JD	1100	2000	ug/Kg
50-32-8	Benzo(a)pyrene	3100	D	1100	2000	ug/Kg
193-39-5	Indeno(1,2,3-cd)pyrene	1300	JD	1300	2000	ug/Kg
53-70-3	Dibenzo(a,h)anthracene	1200	UD	1200	2000	ug/Kg
191-24-2	Benzo(g,h,i)perylene	1300	JD	1100	2000	ug/Kg
SURROGATES						
4165-60-0	Nitrobenzene-d5	61.3		27 - 109	61%	SPK: 100
321-60-8	2-Fluorobiphenyl	77.0		30 - 103	77%	SPK: 100
1718-51-0	Terphenyl-d14	65.2		21 - 107	65%	SPK: 100
INTERNAL STANDARDS						
3855-82-1	1,4-Dichlorobenzene-d4	95200	6.845			
1146-65-2	Naphthalene-d8	331000	8.128			
15067-26-2	Acenaphthene-d10	136000	9.886			
1517-22-2	Phenanthrene-d10	250000	11.38			
1719-03-5	Chrysene-d12	176000	14.039			
1520-96-3	Perylene-d12	147000	15.545			

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-04-COMPDL	SDG No.:	O3355
Lab Sample ID:	O3355-08DL	Matrix:	SOIL
Analytical Method:	SW8270	% Solid:	82.9
Sample Wt/Vol:	30.07 Units: g	Final Vol:	1000 uL
Soil Aliquot Vol:	uL	Test:	SVOC-PAH
Extraction Type :	Decanted : N	Level :	LOW
Injection Volume :	GPC Factor : 1.0	GPC Cleanup :	N PH :
Prep Method :	SW3541		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
BF134042.D	10	06/22/23 10:20	06/29/23 18:02	PB153685

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units

U = Not Detected
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LOD = Limit of Detection
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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-05-COMP	SDG No.:	O3355
Lab Sample ID:	O3355-10	Matrix:	SOIL
Analytical Method:	SW8270	% Solid:	94
Sample Wt/Vol:	30.01 Units: g	Final Vol:	1000 uL
Soil Aliquot Vol:	uL	Test:	SVOC-PAH
Extraction Type :	Decanted : N	Level :	LOW
Injection Volume :	GPC Factor : 1.0	GPC Cleanup :	N PH :
Prep Method :	SW3541		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
BF134017.D	1	06/22/23 10:20	06/28/23 06:55	PB153685

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
91-20-3	Naphthalene	92.7	J	86.6	180	ug/Kg
208-96-8	Acenaphthylene	220		94.0	180	ug/Kg
83-32-9	Acenaphthene	87.8	J	85.4	180	ug/Kg
86-73-7	Fluorene	140	J	90.2	180	ug/Kg
85-01-8	Phenanthrene	1300		98.6	180	ug/Kg
120-12-7	Anthracene	380		110	180	ug/Kg
206-44-0	Fluoranthene	2400		100	180	ug/Kg
129-00-0	Pyrene	2600		89.0	180	ug/Kg
56-55-3	Benzo(a)anthracene	1400		89.2	180	ug/Kg
218-01-9	Chrysene	1200		92.3	180	ug/Kg
205-99-2	Benzo(b)fluoranthene	1500		85.4	180	ug/Kg
207-08-9	Benzo(k)fluoranthene	570		93.7	180	ug/Kg
50-32-8	Benzo(a)pyrene	1200		100	180	ug/Kg
193-39-5	Indeno(1,2,3-cd)pyrene	630		110	180	ug/Kg
53-70-3	Dibenzo(a,h)anthracene	200		100	180	ug/Kg
191-24-2	Benzo(g,h,i)perylene	600		98.4	180	ug/Kg
SURROGATES						
4165-60-0	Nitrobenzene-d5	46.7		27 - 109	47%	SPK: 100
321-60-8	2-Fluorobiphenyl	59.0		30 - 103	59%	SPK: 100
1718-51-0	Terphenyl-d14	70.7		21 - 107	71%	SPK: 100
INTERNAL STANDARDS						
3855-82-1	1,4-Dichlorobenzene-d4	101000	6.851			
1146-65-2	Naphthalene-d8	386000	8.128			
15067-26-2	Acenaphthene-d10	156000	9.886			
1517-22-2	Phenanthrene-d10	308000	11.386			
1719-03-5	Chrysene-d12	160000	14.045			
1520-96-3	Perylene-d12	150000	15.557			

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-05-COMP	SDG No.:	O3355
Lab Sample ID:	O3355-10	Matrix:	SOIL
Analytical Method:	SW8270	% Solid:	94
Sample Wt/Vol:	30.01 Units: g	Final Vol:	1000 uL
Soil Aliquot Vol:	uL	Test:	SVOC-PAH
Extraction Type :	Decanted : N	Level :	LOW
Injection Volume :	GPC Factor : 1.0	GPC Cleanup : N	PH :
Prep Method :	SW3541		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
BF134017.D	1	06/22/23 10:20	06/28/23 06:55	PB153685

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units

U = Not Detected
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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-06-COMP	SDG No.:	O3355
Lab Sample ID:	O3355-12	Matrix:	SOIL
Analytical Method:	SW8270	% Solid:	90.8
Sample Wt/Vol:	30.06 Units: g	Final Vol:	1000 uL
Soil Aliquot Vol:	uL	Test:	SVOC-PAH
Extraction Type :	Decanted : N	Level :	LOW
Injection Volume :	GPC Factor : 1.0	GPC Cleanup :	N PH :
Prep Method :	SW3541		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
BF134020.D	2	06/22/23 10:20	06/28/23 08:31	PB153685

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
91-20-3	Naphthalene	180	U	180	370	ug/Kg
208-96-8	Acenaphthylene	330	J	190	370	ug/Kg
83-32-9	Acenaphthene	180	U	180	370	ug/Kg
86-73-7	Fluorene	280	J	190	370	ug/Kg
85-01-8	Phenanthrene	3400		200	370	ug/Kg
120-12-7	Anthracene	850		220	370	ug/Kg
206-44-0	Fluoranthene	6100	E	210	370	ug/Kg
129-00-0	Pyrene	6100	E	180	370	ug/Kg
56-55-3	Benzo(a)anthracene	3400		180	370	ug/Kg
218-01-9	Chrysene	2800		190	370	ug/Kg
205-99-2	Benzo(b)fluoranthene	4100		180	370	ug/Kg
207-08-9	Benzo(k)fluoranthene	1100		190	370	ug/Kg
50-32-8	Benzo(a)pyrene	2900		210	370	ug/Kg
193-39-5	Indeno(1,2,3-cd)pyrene	1100		240	370	ug/Kg
53-70-3	Dibenzo(a,h)anthracene	340	J	210	370	ug/Kg
191-24-2	Benzo(g,h,i)perylene	1100		200	370	ug/Kg
SURROGATES						
4165-60-0	Nitrobenzene-d5	59.3		27 - 109	59%	SPK: 100
321-60-8	2-Fluorobiphenyl	69.1		30 - 103	69%	SPK: 100
1718-51-0	Terphenyl-d14	75.0		21 - 107	75%	SPK: 100
INTERNAL STANDARDS						
3855-82-1	1,4-Dichlorobenzene-d4	100000	6.851			
1146-65-2	Naphthalene-d8	341000	8.133			
15067-26-2	Acenaphthene-d10	140000	9.892			
1517-22-2	Phenanthrene-d10	262000	11.386			
1719-03-5	Chrysene-d12	147000	14.051			
1520-96-3	Perylene-d12	143000	15.556			

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-06-COMP	SDG No.:	O3355
Lab Sample ID:	O3355-12	Matrix:	SOIL
Analytical Method:	SW8270	% Solid:	90.8
Sample Wt/Vol:	30.06 Units: g	Final Vol:	1000 uL
Soil Aliquot Vol:	uL	Test:	SVOC-PAH
Extraction Type :	Decanted : N	Level :	LOW
Injection Volume :	GPC Factor : 1.0	GPC Cleanup : N	PH :
Prep Method :	SW3541		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
BF134020.D	2	06/22/23 10:20	06/28/23 08:31	PB153685

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units

U = Not Detected
LOQ = Limit of Quantitation
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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-06-COMPDL	SDG No.:	O3355
Lab Sample ID:	O3355-12DL	Matrix:	SOIL
Analytical Method:	SW8270	% Solid:	90.8
Sample Wt/Vol:	30.06 Units: g	Final Vol:	1000 uL
Soil Aliquot Vol:	uL	Test:	SVOC-PAH
Extraction Type :	Decanted : N	Level :	LOW
Injection Volume :	GPC Factor : 1.0	GPC Cleanup :	N PH :
Prep Method :	SW3541		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
BF134040.D	4	06/22/23 10:20	06/29/23 16:55	PB153685

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
91-20-3	Naphthalene	360	UD	360	750	ug/Kg
208-96-8	Acenaphthylene	390	UD	390	750	ug/Kg
83-32-9	Acenaphthene	350	UD	350	750	ug/Kg
86-73-7	Fluorene	370	UD	370	750	ug/Kg
85-01-8	Phenanthrene	3500	D	410	750	ug/Kg
120-12-7	Anthracene	710	JD	450	750	ug/Kg
206-44-0	Fluoranthene	6500	D	420	750	ug/Kg
129-00-0	Pyrene	5100	D	370	750	ug/Kg
56-55-3	Benzo(a)anthracene	3300	D	370	750	ug/Kg
218-01-9	Chrysene	3000	D	380	750	ug/Kg
205-99-2	Benzo(b)fluoranthene	3600	D	350	750	ug/Kg
207-08-9	Benzo(k)fluoranthene	1500	D	390	750	ug/Kg
50-32-8	Benzo(a)pyrene	2800	D	410	750	ug/Kg
193-39-5	Indeno(1,2,3-cd)pyrene	1200	D	470	750	ug/Kg
53-70-3	Dibenzo(a,h)anthracene	420	UD	420	750	ug/Kg
191-24-2	Benzo(g,h,i)perylene	1400	D	410	750	ug/Kg
SURROGATES						
4165-60-0	Nitrobenzene-d5	56.1		27 - 109	56%	SPK: 100
321-60-8	2-Fluorobiphenyl	72.9		30 - 103	73%	SPK: 100
1718-51-0	Terphenyl-d14	58.8		21 - 107	59%	SPK: 100
INTERNAL STANDARDS						
3855-82-1	1,4-Dichlorobenzene-d4	110000	6.845			
1146-65-2	Naphthalene-d8	400000	8.128			
15067-26-2	Acenaphthene-d10	167000	9.886			
1517-22-2	Phenanthrene-d10	272000	11.38			
1719-03-5	Chrysene-d12	205000	14.039			
1520-96-3	Perylene-d12	173000	15.545			

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-06-COMPDL	SDG No.:	O3355
Lab Sample ID:	O3355-12DL	Matrix:	SOIL
Analytical Method:	SW8270	% Solid:	90.8
Sample Wt/Vol:	30.06 Units: g	Final Vol:	1000 uL
Soil Aliquot Vol:	uL	Test:	SVOC-PAH
Extraction Type :	Decanted : N	Level :	LOW
Injection Volume :	GPC Factor : 1.0	GPC Cleanup : N	PH :
Prep Method :	SW3541		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
BF134040.D	4	06/22/23 10:20	06/29/23 16:55	PB153685

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
E = Value Exceeds Calibration Range
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J = Estimated Value
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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-07-COMP	SDG No.:	O3355
Lab Sample ID:	O3355-14	Matrix:	SOIL
Analytical Method:	SW8270	% Solid:	94.8
Sample Wt/Vol:	30.09 Units: g	Final Vol:	1000 uL
Soil Aliquot Vol:	uL	Test:	SVOC-PAH
Extraction Type :	Decanted : N	Level :	LOW
Injection Volume :	GPC Factor : 1.0	GPC Cleanup :	N PH :
Prep Method :	SW3541		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
BF134018.D	1	06/22/23 10:20	06/28/23 07:27	PB153685

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
91-20-3	Naphthalene	100	J	85.6	180	ug/Kg
208-96-8	Acenaphthylene	540		93.0	180	ug/Kg
83-32-9	Acenaphthene	84.5	U	84.5	180	ug/Kg
86-73-7	Fluorene	89.2	U	89.2	180	ug/Kg
85-01-8	Phenanthrene	840		97.5	180	ug/Kg
120-12-7	Anthracene	310		110	180	ug/Kg
206-44-0	Fluoranthene	1900		99.3	180	ug/Kg
129-00-0	Pyrene	2100		88.0	180	ug/Kg
56-55-3	Benzo(a)anthracene	1200		88.2	180	ug/Kg
218-01-9	Chrysene	1300		91.3	180	ug/Kg
205-99-2	Benzo(b)fluoranthene	1800		84.5	180	ug/Kg
207-08-9	Benzo(k)fluoranthene	670		92.7	180	ug/Kg
50-32-8	Benzo(a)pyrene	1300		99.2	180	ug/Kg
193-39-5	Indeno(1,2,3-cd)pyrene	810		110	180	ug/Kg
53-70-3	Dibenzo(a,h)anthracene	240		100	180	ug/Kg
191-24-2	Benzo(g,h,i)perylene	800		97.3	180	ug/Kg
SURROGATES						
4165-60-0	Nitrobenzene-d5	54.9		27 - 109	55%	SPK: 100
321-60-8	2-Fluorobiphenyl	75.3		30 - 103	75%	SPK: 100
1718-51-0	Terphenyl-d14	68.7		21 - 107	69%	SPK: 100
INTERNAL STANDARDS						
3855-82-1	1,4-Dichlorobenzene-d4	101000	6.851			
1146-65-2	Naphthalene-d8	352000	8.133			
15067-26-2	Acenaphthene-d10	128000	9.892			
1517-22-2	Phenanthrene-d10	257000	11.386			
1719-03-5	Chrysene-d12	149000	14.045			
1520-96-3	Perylene-d12	126000	15.556			

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-07-COMP	SDG No.:	O3355
Lab Sample ID:	O3355-14	Matrix:	SOIL
Analytical Method:	SW8270	% Solid:	94.8
Sample Wt/Vol:	30.09 Units: g	Final Vol:	1000 uL
Soil Aliquot Vol:	uL	Test:	SVOC-PAH
Extraction Type :	Decanted : N	Level :	LOW
Injection Volume :	GPC Factor : 1.0	GPC Cleanup :	N PH :
Prep Method :	SW3541		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
BF134018.D	1	06/22/23 10:20	06/28/23 07:27	PB153685

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
E = Value Exceeds Calibration Range
Q = indicates LCS control criteria did not meet requirements
M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value
B = Analyte Found in Associated Method Blank
N = Presumptive Evidence of a Compound
* = Values outside of QC limits
D = Dilution
() = Laboratory InHouse Limit
A = Aldol-Condensation Reaction Products

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LAB CHRONICLE

OrderID:	O3355	**OrderDate:**	6/20/2023 1:24:30 PM
Client:	LiRo Engineers, Inc.	**Project:**	Reconstruction of Ely & Bruner Ave
Contact:	Steve Frank	**Location:**	G11,VOA Ref. #2 Soil

LabID	ClientID	Matrix	Test	Method	Sample Date	Prep Date	Anal Date	Received
O3355-02	**SB-01-COMP**	**SOIL**			**06/19/23**			**06/20/23**
			SVOC-PAH	8270E		06/22/23	06/28/23	
O3355-04	**SB-02-COMP**	**SOIL**			**06/19/23**			**06/20/23**
			SVOC-PAH	8270E		06/22/23	06/28/23	
O3355-06	**SB-03-COMP**	**SOIL**			**06/19/23**			**06/20/23**
			SVOC-PAH	8270E		06/22/23	06/28/23	
O3355-08	**SB-04-COMP**	**SOIL**			**06/19/23**			**06/20/23**
			SVOC-PAH	8270E		06/22/23	06/27/23	
O3355-08DL	**SB-04-COMPDL**	**SOIL**			**06/19/23**			**06/20/23**
			SVOC-PAH	8270E		06/22/23	06/29/23	
O3355-10	**SB-05-COMP**	**SOIL**			**06/19/23**			**06/20/23**
			SVOC-PAH	8270E		06/22/23	06/28/23	
O3355-12	**SB-06-COMP**	**SOIL**			**06/19/23**			**06/20/23**
			SVOC-PAH	8270E		06/22/23	06/28/23	
O3355-12DL	**SB-06-COMPDL**	**SOIL**			**06/19/23**			**06/20/23**
			SVOC-PAH	8270E		06/22/23	06/29/23	
O3355-14	**SB-07-COMP**	**SOIL**			**06/19/23**			**06/20/23**
			SVOC-PAH	8270E		06/22/23	06/28/23	

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Hit Summary Sheet
SW-846

SDG No.: O3355 **Order ID:** O3355

Client: LiRo Engineers, Inc. **Project ID:** Reconstruction of Ely & Bruner Ave

Sample ID	Client ID	Matrix	Parameter	Concentration	C	MDL	RDL	Units
Client ID : SB-01-COMP								
O3355-02	SB-01-COMP	SOIL	Aroclor-1260	30.4	P	3.60	18.6	ug/kg
			Total Concentration:	**30.400**				
Client ID : SB-03-COMP								
O3355-06	SB-03-COMP	SOIL	Aroclor-1260	504	E	3.90	19.8	ug/kg
			Total Concentration:	**504.000**				
Client ID : SB-03-COMPDL								
O3355-06DL	SB-03-COMPDL	SOIL	Aroclor-1260	471	DP	7.80	39.5	ug/kg
			Total Concentration:	**471.000**				
Client ID : SB-04-COMP								
O3355-08	SB-04-COMP	SOIL	Aroclor-1254	544	P	45.2	204	ug/kg
			Total Concentration:	**544.000**				
Client ID : SB-05-COMP								
O3355-10	SB-05-COMP	SOIL	Aroclor-1254	341	P	4.00	18.1	ug/kg
			Total Concentration:	**341.000**				
Client ID : SB-05-COMPRE								
O3355-10RE	SB-05-COMPRE	SOIL	Aroclor-1254	317	P	4.00	18.1	ug/kg
			Total Concentration:	**317.000**				
Client ID : SB-06-COMP								
O3355-12	SB-06-COMP	SOIL	Aroclor-1242	11000	E	3.40	18.7	ug/kg
			Total Concentration:	**11,000.000**				
Client ID : SB-06-COMPDL								
O3355-12DL	SB-06-COMPDL	SOIL	Aroclor-1242	14000	D	344	1900	ug/kg
			Total Concentration:	**14,000.000**				

SAMPLE DATA

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-01-COMP	SDG No.:	O3355
Lab Sample ID:	O3355-02	Matrix:	SOIL
Analytical Method:	SW8082A	% Solid:	91.3 Decanted:
Sample Wt/Vol:	30.09 Units: g	Final Vol:	10000 uL
Soil Aliquot Vol:	uL	Test:	PCB
Extraction Type:		Injection Volume :	
GPC Factor :	1.0 PH :		
Prep Method :	SW3541B		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
PO095930.D	1	06/23/23 08:20	06/23/23 18:41	PB153739

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
12674-11-2	Aroclor-1016	3.90	U	3.90	18.6	ug/kg
11104-28-2	Aroclor-1221	6.40	U	6.40	18.6	ug/kg
11141-16-5	Aroclor-1232	4.90	U	4.90	18.6	ug/kg
53469-21-9	Aroclor-1242	3.40	U	3.40	18.6	ug/kg
12672-29-6	Aroclor-1248	3.10	U	3.10	18.6	ug/kg
11097-69-1	Aroclor-1254	4.10	U	4.10	18.6	ug/kg
37324-23-5	Aroclor-1262	3.00	U	3.00	18.6	ug/kg
11100-14-4	Aroclor-1268	3.60	U	3.60	18.6	ug/kg
11096-82-5	Aroclor-1260	30.4	P	3.60	18.6	ug/kg
SURROGATES						
877-09-8	Tetrachloro-m-xylene	19.4		40 - 162	97%	SPK: 20
2051-24-3	Decachlorobiphenyl	19.1		32 - 176	95%	SPK: 20

Comments:

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
E = Value Exceeds Calibration Range
P = Indicates >25% difference for detected concentrations between the two GC columns
Q = indicates LCS control criteria did not meet requirements
M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value
B = Analyte Found in Associated Method Blank
N = Presumptive Evidence of a Compound
* = Values outside of QC limits
D = Dilution
S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.
() = Laboratory InHouse Limit

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-02-COMP	SDG No.:	O3355
Lab Sample ID:	O3355-04	Matrix:	SOIL
Analytical Method:	SW8082A	% Solid:	96.5 Decanted:
Sample Wt/Vol:	30.04 Units: g	Final Vol:	10000 uL
Soil Aliquot Vol:	uL	Test:	PCB
Extraction Type:		Injection Volume :	
GPC Factor :	1.0 PH :		
Prep Method :	SW3541B		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
PO095933.D	1	06/23/23 08:20	06/23/23 19:31	PB153739

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
12674-11-2	Aroclor-1016	3.70	U	3.70	17.6	ug/kg
11104-28-2	Aroclor-1221	6.10	U	6.10	17.6	ug/kg
11141-16-5	Aroclor-1232	4.70	U	4.70	17.6	ug/kg
53469-21-9	Aroclor-1242	3.20	U	3.20	17.6	ug/kg
12672-29-6	Aroclor-1248	2.90	U	2.90	17.6	ug/kg
11097-69-1	Aroclor-1254	3.90	U	3.90	17.6	ug/kg
37324-23-5	Aroclor-1262	2.80	U	2.80	17.6	ug/kg
11100-14-4	Aroclor-1268	3.40	U	3.40	17.6	ug/kg
11096-82-5	Aroclor-1260	3.50	U	3.50	17.6	ug/kg
SURROGATES						
877-09-8	Tetrachloro-m-xylene	19.7		40 - 162	99%	SPK: 20
2051-24-3	Decachlorobiphenyl	20.1		32 - 176	101%	SPK: 20

Comments:

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-03-COMP	SDG No.:	O3355
Lab Sample ID:	O3355-06	Matrix:	SOIL
Analytical Method:	SW8082A	% Solid:	86 Decanted:
Sample Wt/Vol:	30.01 Units: g	Final Vol:	10000 uL
Soil Aliquot Vol:	uL	Test:	PCB
Extraction Type:		Injection Volume :	
GPC Factor :	1.0 PH :		
Prep Method :	SW3541B		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
PO095934.D	1	06/23/23 08:20	06/23/23 19:48	PB153739

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
12674-11-2	Aroclor-1016	4.20	U	4.20	19.8	ug/kg
11104-28-2	Aroclor-1221	6.80	U	6.80	19.8	ug/kg
11141-16-5	Aroclor-1232	5.30	U	5.30	19.8	ug/kg
53469-21-9	Aroclor-1242	3.60	U	3.60	19.8	ug/kg
12672-29-6	Aroclor-1248	3.30	U	3.30	19.8	ug/kg
11097-69-1	Aroclor-1254	4.40	U	4.40	19.8	ug/kg
37324-23-5	Aroclor-1262	3.20	U	3.20	19.8	ug/kg
11100-14-4	Aroclor-1268	3.80	U	3.80	19.8	ug/kg
11096-82-5	Aroclor-1260	504	E	3.90	19.8	ug/kg
SURROGATES						
877-09-8	Tetrachloro-m-xylene	17.6		40 - 162	88%	SPK: 20
2051-24-3	Decachlorobiphenyl	19.6		32 - 176	98%	SPK: 20

Comments:

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
E = Value Exceeds Calibration Range
P = Indicates >25% difference for detected concentrations between the two GC columns
Q = indicates LCS control criteria did not meet requirements
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S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.
() = Laboratory InHouse Limit

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-03-COMPDL	SDG No.:	O3355
Lab Sample ID:	O3355-06DL	Matrix:	SOIL
Analytical Method:	SW8082A	% Solid:	86 Decanted:
Sample Wt/Vol:	30.01 Units: g	Final Vol:	10000 uL
Soil Aliquot Vol:	uL	Test:	PCB
Extraction Type:		Injection Volume :	
GPC Factor :	1.0 PH :		
Prep Method :	SW3541B		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
PO095996.D	2	06/23/23 08:20	06/26/23 20:54	PB153739

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
12674-11-2	Aroclor-1016	8.30	UD	8.30	39.5	ug/kg
11104-28-2	Aroclor-1221	13.6	UD	13.6	39.5	ug/kg
11141-16-5	Aroclor-1232	10.5	UD	10.5	39.5	ug/kg
53469-21-9	Aroclor-1242	7.30	UD	7.30	39.5	ug/kg
12672-29-6	Aroclor-1248	6.60	UD	6.60	39.5	ug/kg
11097-69-1	Aroclor-1254	8.70	UD	8.70	39.5	ug/kg
37324-23-5	Aroclor-1262	6.30	UD	6.30	39.5	ug/kg
11100-14-4	Aroclor-1268	7.70	UD	7.70	39.5	ug/kg
11096-82-5	Aroclor-1260	471	DP	7.80	39.5	ug/kg
SURROGATES						
877-09-8	Tetrachloro-m-xylene	17.1		40 - 162	85%	SPK: 20
2051-24-3	Decachlorobiphenyl	19.1		32 - 176	95%	SPK: 20

Comments:

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LOQ = Limit of Quantitation
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LOD = Limit of Detection
E = Value Exceeds Calibration Range
P = Indicates >25% difference for detected concentrations between the two GC columns
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B = Analyte Found in Associated Method Blank
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S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.
() = Laboratory InHouse Limit

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-04-COMP	SDG No.:	O3355
Lab Sample ID:	O3355-08	Matrix:	SOIL
Analytical Method:	SW8082A	% Solid:	82.9 Decanted:
Sample Wt/Vol:	30.09 Units: g	Final Vol:	10000 uL
Soil Aliquot Vol:	uL	Test:	PCB
Extraction Type:		Injection Volume :	
GPC Factor :	1.0 PH :		
Prep Method :	SW3541B		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
PO095944.D	10	06/23/23 08:20	06/23/23 23:49	PB153739

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
12674-11-2	Aroclor-1016	43.1	U	43.1	204	ug/kg
11104-28-2	Aroclor-1221	70.6	U	70.6	204	ug/kg
11141-16-5	Aroclor-1232	54.4	U	54.4	204	ug/kg
53469-21-9	Aroclor-1242	37.6	U	37.6	204	ug/kg
12672-29-6	Aroclor-1248	33.9	U	33.9	204	ug/kg
11097-69-1	Aroclor-1254	544	P	45.2	204	ug/kg
37324-23-5	Aroclor-1262	32.7	U	32.7	204	ug/kg
11100-14-4	Aroclor-1268	39.7	U	39.7	204	ug/kg
11096-82-5	Aroclor-1260	40.2	U	40.2	204	ug/kg
SURROGATES						
877-09-8	Tetrachloro-m-xylene	19.6		40 - 162	98%	SPK: 20
2051-24-3	Decachlorobiphenyl	22.5		32 - 176	113%	SPK: 20

Comments:

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
E = Value Exceeds Calibration Range
P = Indicates >25% difference for detected concentrations between the two GC columns
Q = indicates LCS control criteria did not meet requirements
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S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.
() = Laboratory InHouse Limit

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-05-COMP	SDG No.:	O3355
Lab Sample ID:	O3355-10	Matrix:	SOIL
Analytical Method:	SW8082A	% Solid:	94 Decanted:
Sample Wt/Vol:	30.05 Units: g	Final Vol:	10000 uL
Soil Aliquot Vol:	uL	Test:	PCB
Extraction Type:		Injection Volume :	
GPC Factor :	1.0 PH :		
Prep Method :	SW3541B		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
PO095935.D	1	06/23/23 08:20	06/23/23 20:05	PB153739

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
12674-11-2	Aroclor-1016	3.80	U	3.80	18.1	ug/kg
11104-28-2	Aroclor-1221	6.20	U	6.20	18.1	ug/kg
11141-16-5	Aroclor-1232	4.80	U	4.80	18.1	ug/kg
53469-21-9	Aroclor-1242	3.30	U	3.30	18.1	ug/kg
12672-29-6	Aroclor-1248	3.00	U	3.00	18.1	ug/kg
11097-69-1	Aroclor-1254	341	P	4.00	18.1	ug/kg
37324-23-5	Aroclor-1262	2.90	U	2.90	18.1	ug/kg
11100-14-4	Aroclor-1268	3.50	U	3.50	18.1	ug/kg
11096-82-5	Aroclor-1260	3.50	U	3.50	18.1	ug/kg
SURROGATES						
877-09-8	Tetrachloro-m-xylene	20.3		40 - 162	101%	SPK: 20
2051-24-3	Decachlorobiphenyl	82.0	*	32 - 176	410%	SPK: 20

Comments:

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
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M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value
B = Analyte Found in Associated Method Blank
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S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.
() = Laboratory InHouse Limit

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-05-COMPRE	SDG No.:	O3355
Lab Sample ID:	O3355-10RE	Matrix:	SOIL
Analytical Method:	SW8082A	% Solid:	94 Decanted:
Sample Wt/Vol:	30.05 Units: g	Final Vol:	10000 uL
Soil Aliquot Vol:	uL	Test:	PCB
Extraction Type:		Injection Volume :	
GPC Factor :	1.0 PH :		
Prep Method :	SW3541B		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
PO095997.D	1	06/23/23 08:20	06/26/23 21:11	PB153739

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
12674-11-2	Aroclor-1016	3.80	U	3.80	18.1	ug/kg
11104-28-2	Aroclor-1221	6.20	U	6.20	18.1	ug/kg
11141-16-5	Aroclor-1232	4.80	U	4.80	18.1	ug/kg
53469-21-9	Aroclor-1242	3.30	U	3.30	18.1	ug/kg
12672-29-6	Aroclor-1248	3.00	U	3.00	18.1	ug/kg
11097-69-1	Aroclor-1254	317	P	4.00	18.1	ug/kg
37324-23-5	Aroclor-1262	2.90	U	2.90	18.1	ug/kg
11100-14-4	Aroclor-1268	3.50	U	3.50	18.1	ug/kg
11096-82-5	Aroclor-1260	3.50	U	3.50	18.1	ug/kg
SURROGATES						
877-09-8	Tetrachloro-m-xylene	19.4		40 - 162	97%	SPK: 20
2051-24-3	Decachlorobiphenyl	84.9	*	32 - 176	424%	SPK: 20

Comments:

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
E = Value Exceeds Calibration Range
P = Indicates >25% difference for detected concentrations between the two GC columns
Q = indicates LCS control criteria did not meet requirements
M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value
B = Analyte Found in Associated Method Blank
N = Presumptive Evidence of a Compound
* = Values outside of QC limits
D = Dilution
S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.
() = Laboratory InHouse Limit

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-06-COMP	SDG No.:	O3355
Lab Sample ID:	O3355-12	Matrix:	SOIL
Analytical Method:	SW8082A	% Solid:	90.8 Decanted:
Sample Wt/Vol:	30.03 Units: g	Final Vol:	10000 uL
Soil Aliquot Vol:	uL	Test:	PCB
Extraction Type:		Injection Volume :	
GPC Factor :	1.0 PH :		
Prep Method :	SW3541B		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
PO095936.D	1	06/23/23 08:20	06/23/23 20:22	PB153739

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
12674-11-2	Aroclor-1016	3.90	U	3.90	18.7	ug/kg
11104-28-2	Aroclor-1221	6.50	U	6.50	18.7	ug/kg
11141-16-5	Aroclor-1232	5.00	U	5.00	18.7	ug/kg
53469-21-9	Aroclor-1242	11000	E	3.40	18.7	ug/kg
12672-29-6	Aroclor-1248	3.10	U	3.10	18.7	ug/kg
11097-69-1	Aroclor-1254	4.10	U	4.10	18.7	ug/kg
37324-23-5	Aroclor-1262	3.00	U	3.00	18.7	ug/kg
11100-14-4	Aroclor-1268	3.60	U	3.60	18.7	ug/kg
11096-82-5	Aroclor-1260	3.70	U	3.70	18.7	ug/kg
SURROGATES						
877-09-8	Tetrachloro-m-xylene	21.1		40 - 162	106%	SPK: 20
2051-24-3	Decachlorobiphenyl	24.0		32 - 176	120%	SPK: 20

Comments:

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
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Q = indicates LCS control criteria did not meet requirements
M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value
B = Analyte Found in Associated Method Blank
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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-06-COMPDL	SDG No.:	O3355
Lab Sample ID:	O3355-12DL	Matrix:	SOIL
Analytical Method:	SW8082A	% Solid:	90.8 Decanted:
Sample Wt/Vol:	30.03 Units: g	Final Vol:	10000 uL
Soil Aliquot Vol:	uL	Test:	PCB
Extraction Type:		Injection Volume :	
GPC Factor :	1.0 PH :		
Prep Method :	SW3541B		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
PO096011.D	100	06/23/23 08:20	06/27/23 10:43	PB153739

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
12674-11-2	Aroclor-1016	394	UD	394	1900	ug/kg
11104-28-2	Aroclor-1221	646	UD	646	1900	ug/kg
11141-16-5	Aroclor-1232	497	UD	497	1900	ug/kg
53469-21-9	Aroclor-1242	14000	D	344	1900	ug/kg
12672-29-6	Aroclor-1248	310	UD	310	1900	ug/kg
11097-69-1	Aroclor-1254	414	UD	414	1900	ug/kg
37324-23-5	Aroclor-1262	299	UD	299	1900	ug/kg
11100-14-4	Aroclor-1268	363	UD	363	1900	ug/kg
11096-82-5	Aroclor-1260	367	UD	367	1900	ug/kg
SURROGATES						
877-09-8	Tetrachloro-m-xylene	0	*	40 - 162	0%	SPK: 20
2051-24-3	Decachlorobiphenyl	0	*	32 - 176	0%	SPK: 20

Comments:

U = Not Detected
LOQ = Limit of Quantitation
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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-07-COMP	SDG No.:	O3355
Lab Sample ID:	O3355-14	Matrix:	SOIL
Analytical Method:	SW8082A	% Solid:	94.8 Decanted:
Sample Wt/Vol:	30.06 Units: g	Final Vol:	10000 uL
Soil Aliquot Vol:	uL	Test:	PCB
Extraction Type:		Injection Volume :	
GPC Factor :	1.0 PH :		
Prep Method :	SW3541B		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
PO095937.D	1	06/23/23 08:20	06/23/23 20:39	PB153739

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
12674-11-2	Aroclor-1016	3.80	U	3.80	17.9	ug/kg
11104-28-2	Aroclor-1221	6.20	U	6.20	17.9	ug/kg
11141-16-5	Aroclor-1232	4.80	U	4.80	17.9	ug/kg
53469-21-9	Aroclor-1242	3.30	U	3.30	17.9	ug/kg
12672-29-6	Aroclor-1248	3.00	U	3.00	17.9	ug/kg
11097-69-1	Aroclor-1254	4.00	U	4.00	17.9	ug/kg
37324-23-5	Aroclor-1262	2.90	U	2.90	17.9	ug/kg
11100-14-4	Aroclor-1268	3.50	U	3.50	17.9	ug/kg
11096-82-5	Aroclor-1260	3.50	U	3.50	17.9	ug/kg
SURROGATES						
877-09-8	Tetrachloro-m-xylene	22.9		40 - 162	115%	SPK: 20
2051-24-3	Decachlorobiphenyl	25.3		32 - 176	126%	SPK: 20

Comments:

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
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() = Laboratory InHouse Limit

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LAB CHRONICLE

OrderID:	O3355	**OrderDate:**	6/20/2023 1:24:30 PM
Client:	LiRo Engineers, Inc.	**Project:**	Reconstruction of Ely & Bruner Ave
Contact:	Steve Frank	**Location:**	G11,VOA Ref. #2 Soil

LabID	ClientID	Matrix	Test	Method	Sample Date	Prep Date	Anal Date	Received
O3355-02	**SB-01-COMP**	**SOIL**			**06/19/23**			**06/20/23**
			Diesel Range Organics	8015D		06/22/23	06/22/23	
			Gasoline Range Organics	8015D			06/22/23	
			PCB	8082A		06/23/23	06/23/23	
O3355-04	**SB-02-COMP**	**SOIL**			**06/19/23**			**06/20/23**
			Diesel Range Organics	8015D		06/22/23	06/22/23	
			Gasoline Range Organics	8015D			06/21/23	
			PCB	8082A		06/23/23	06/23/23	
O3355-06	**SB-03-COMP**	**SOIL**			**06/19/23**			**06/20/23**
			Diesel Range Organics	8015D		06/22/23	06/23/23	
			Gasoline Range Organics	8015D			06/22/23	
			PCB	8082A		06/23/23	06/23/23	
O3355-06DL	**SB-03-COMPDL**	**SOIL**			**06/19/23**			**06/20/23**
			PCB	8082A		06/23/23	06/26/23	
O3355-08	**SB-04-COMP**	**SOIL**			**06/19/23**			**06/20/23**
			Diesel Range Organics	8015D		06/22/23	06/23/23	
			Gasoline Range Organics	8015D			06/22/23	
			PCB	8082A		06/23/23	06/23/23	
O3355-10	**SB-05-COMP**	**SOIL**			**06/19/23**			**06/20/23**
			Diesel Range Organics	8015D		06/22/23	06/23/23	
			Gasoline Range Organics	8015D			06/21/23	
			PCB	8082A		06/23/23	06/23/23	
O3355-10RE	**SB-05-COMPRE**	**SOIL**			**06/19/23**			**06/20/23**
			PCB	8082A		06/23/23	06/26/23	
O3355-12	**SB-06-COMP**	**SOIL**			**06/19/23**			**06/20/23**
			Diesel Range Organics	8015D		06/22/23	06/23/23	
			Gasoline Range Organics	8015D			06/22/23	

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LAB CHRONICLE

			PCB	8082A		06/23/23	06/23/23	
O3355-12DL	**SB-06-COMPDL**	**SOIL**			**06/19/23**			**06/20/23**
			PCB	8082A		06/23/23	06/27/23	
O3355-14	**SB-07-COMP**	**SOIL**			**06/19/23**			**06/20/23**
			Diesel Range Organics	8015D		06/22/23	06/23/23	
			Gasoline Range Organics	8015D			06/22/23	
			PCB	8082A		06/23/23	06/23/23	
O3355-14RE	**SB-07-COMP**	**SOIL**			**06/19/23**			**06/20/23**
			Gasoline Range Organics	8015D			06/22/23	

SAMPLE DATA

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-01-COMP	SDG No.:	O3355
Lab Sample ID:	O3355-02	Matrix:	SOIL
Analytical Method:	8015D DRO	% Solid:	91.3 Decanted:
Sample Wt/Vol:	30.04 Units: g	Final Vol:	1 mL
Soil Aliquot Vol:	uL	Test:	Diesel Range Organics
Extraction Type:		Injection Volume :	
GPC Factor :	PH :		
Prep Method :	SW3541		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
FF012936.D	1	06/22/23 09:55	06/22/23 17:48	PB153684

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
DRO	DRO	29100		240	1820	ug/kg
SURROGATES						
16416-32-3	Tetracosane-d50	15.3		37 - 130	76%	SPK: 20

Comments:

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
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E = Value Exceeds Calibration Range
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Q = indicates LCS control criteria did not meet requirements
M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value
B = Analyte Found in Associated Method Blank
N = Presumptive Evidence of a Compound
* = Values outside of QC limits
D = Dilution
S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.
() = Laboratory InHouse Limit

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-02-COMP	SDG No.:	O3355
Lab Sample ID:	O3355-04	Matrix:	SOIL
Analytical Method:	8015D DRO	% Solid:	96.5 Decanted:
Sample Wt/Vol:	30.09 Units: g	Final Vol:	1 mL
Soil Aliquot Vol:	uL	Test:	Diesel Range Organics
Extraction Type:		Injection Volume :	
GPC Factor :	PH :		
Prep Method :	SW3541		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
FF012937.D	1	06/22/23 09:55	06/22/23 18:17	PB153684

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
DRO	DRO	18300		226	1720	ug/kg
SURROGATES						
16416-32-3	Tetracosane-d50	14.1		37 - 130	70%	SPK: 20

Comments:

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LOQ = Limit of Quantitation
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Q = indicates LCS control criteria did not meet requirements
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J = Estimated Value
B = Analyte Found in Associated Method Blank
N = Presumptive Evidence of a Compound
* = Values outside of QC limits
D = Dilution
S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.
() = Laboratory InHouse Limit

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-03-COMP	SDG No.:	O3355
Lab Sample ID:	O3355-06	Matrix:	SOIL
Analytical Method:	8015D DRO	% Solid:	86 Decanted:
Sample Wt/Vol:	30.03 Units: g	Final Vol:	1 mL
Soil Aliquot Vol:	uL	Test:	Diesel Range Organics
Extraction Type:		Injection Volume :	
GPC Factor :	PH :		
Prep Method :	SW3541		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
FF012963.D	10	06/22/23 09:55	06/23/23 9:25	PB153684

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
DRO	DRO	163000		2540	19400	ug/kg
SURROGATES						
16416-32-3	Tetracosane-d50	1.56		37 - 130	78%	SPK: 20

Comments:

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
E = Value Exceeds Calibration Range
P = Indicates >25% difference for detected concentrations between the two GC columns
Q = indicates LCS control criteria did not meet requirements
M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value
B = Analyte Found in Associated Method Blank
N = Presumptive Evidence of a Compound
* = Values outside of QC limits
D = Dilution
S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.
() = Laboratory InHouse Limit

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-04-COMP	SDG No.:	O3355
Lab Sample ID:	O3355-08	Matrix:	SOIL
Analytical Method:	8015D DRO	% Solid:	82.9 Decanted:
Sample Wt/Vol:	30.07 Units: g	Final Vol:	1 mL
Soil Aliquot Vol:	uL	Test:	Diesel Range Organics
Extraction Type:		Injection Volume :	
GPC Factor :	PH :		
Prep Method :	SW3541		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
FF012964.D	10	06/22/23 09:55	06/23/23 9:54	PB153684

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
DRO	DRO	252000		2640	20100	ug/kg
SURROGATES						
16416-32-3	Tetracosane-d50	1.27		37 - 130	64%	SPK: 20

Comments:

U = Not Detected
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MDL = Method Detection Limit
LOD = Limit of Detection
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Q = indicates LCS control criteria did not meet requirements
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J = Estimated Value
B = Analyte Found in Associated Method Blank
N = Presumptive Evidence of a Compound
* = Values outside of QC limits
D = Dilution
S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.
() = Laboratory InHouse Limit

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-05-COMP	SDG No.:	O3355
Lab Sample ID:	O3355-10	Matrix:	SOIL
Analytical Method:	8015D DRO	% Solid:	94 Decanted:
Sample Wt/Vol:	30.05 Units: g	Final Vol:	1 mL
Soil Aliquot Vol:	uL	Test:	Diesel Range Organics
Extraction Type:		Injection Volume :	
GPC Factor :	PH :		
Prep Method :	SW3541		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
FF012965.D	5	06/22/23 09:55	06/23/23 10:23	PB153684

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
DRO	DRO	61300		1160	8850	ug/kg
SURROGATES						
16416-32-3	Tetracosane-d50	2.62		37 - 130	66%	SPK: 20

Comments:

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MDL = Method Detection Limit
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M = MS/MSD acceptance criteria did not meet requirements

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() = Laboratory InHouse Limit

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-06-COMP	SDG No.:	O3355
Lab Sample ID:	O3355-12	Matrix:	SOIL
Analytical Method:	8015D DRO	% Solid:	90.8 Decanted:
Sample Wt/Vol:	30.08 Units: g	Final Vol:	1 mL
Soil Aliquot Vol:	uL	Test:	Diesel Range Organics
Extraction Type:		Injection Volume :	
GPC Factor :	PH :		
Prep Method :	SW3541		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
FF012966.D	5	06/22/23 09:55	06/23/23 10:52	PB153684

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
DRO	DRO	72600		1200	9150	ug/kg
SURROGATES						
16416-32-3	Tetracosane-d50	1.94		37 - 130	48%	SPK: 20

Comments:

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
E = Value Exceeds Calibration Range
P = Indicates >25% difference for detected concentrations between the two GC columns
Q = indicates LCS control criteria did not meet requirements
M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value
B = Analyte Found in Associated Method Blank
N = Presumptive Evidence of a Compound
* = Values outside of QC limits
D = Dilution
S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.
() = Laboratory InHouse Limit

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Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-07-COMP	SDG No.:	O3355
Lab Sample ID:	O3355-14	Matrix:	SOIL
Analytical Method:	8015D DRO	% Solid:	94.8 Decanted:
Sample Wt/Vol:	30.1 Units: g	Final Vol:	1 mL
Soil Aliquot Vol:	uL	Test:	Diesel Range Organics
Extraction Type:		Injection Volume :	
GPC Factor :	PH :		
Prep Method :	SW3541		

File ID/Qc Batch:	Dilution:	Prep Date	Date Analyzed	Prep Batch ID
FF012967.D	5	06/22/23 09:55	06/23/23 11:21	PB153684

CAS Number	Parameter	Conc.	Qualifier	MDL	LOQ / CRQL	Units(Dry Weight)
TARGETS						
DRO	DRO	75300		1150	8760	ug/kg
SURROGATES						
16416-32-3	Tetracosane-d50	2.97		37 - 130	74%	SPK: 20

Comments:

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LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
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Q = indicates LCS control criteria did not meet requirements
M = MS/MSD acceptance criteria did not meet requirements

J = Estimated Value
B = Analyte Found in Associated Method Blank
N = Presumptive Evidence of a Compound
* = Values outside of QC limits
D = Dilution
S = Indicates estimated value where valid five-point calibration was not performed prior to analyte detection in sample.
() = Laboratory InHouse Limit

CHEMTECH

284 Sheffield Street, Mountainside, New Jersey - 07092

Phone: (908) 789 8900 Fax: (908) 789 8922

LAB CHRONICLE

OrderID:	O3355	**OrderDate:**	6/20/2023 1:24:30 PM
Client:	LiRo Engineers, Inc.	**Project:**	Reconstruction of Ely & Bruner Ave
Contact:	Steve Frank	**Location:**	G11,VOA Ref. #2 Soil

LabID	ClientID	Matrix	Test	Method	Sample Date	Prep Date	Anal Date	Received
O3355-02	**SB-01-COMP**	**SOIL**			**06/19/23**			**06/20/23**
			Diesel Range Organics	8015D		06/22/23	06/22/23	
O3355-04	**SB-02-COMP**	**SOIL**			**06/19/23**			**06/20/23**
			Diesel Range Organics	8015D		06/22/23	06/22/23	
O3355-06	**SB-03-COMP**	**SOIL**			**06/19/23**			**06/20/23**
			Diesel Range Organics	8015D		06/22/23	06/23/23	
O3355-08	**SB-04-COMP**	**SOIL**			**06/19/23**			**06/20/23**
			Diesel Range Organics	8015D		06/22/23	06/23/23	
O3355-10	**SB-05-COMP**	**SOIL**			**06/19/23**			**06/20/23**
			Diesel Range Organics	8015D		06/22/23	06/23/23	
O3355-12	**SB-06-COMP**	**SOIL**			**06/19/23**			**06/20/23**
			Diesel Range Organics	8015D		06/22/23	06/23/23	
O3355-14	**SB-07-COMP**	**SOIL**			**06/19/23**			**06/20/23**
			Diesel Range Organics	8015D		06/22/23	06/23/23	

CHEMTECH 284 Sheffield Street, Mountainside, NJ 07092 Phone: 908 789 8900 Fax: 908 789 8922

Hit Summary Sheet
SW-846

SDG No.: O3355 **Order ID:** O3355

Client: LiRo Engineers, Inc. **Project ID:** Reconstruction of Ely & Bruner Ave

Sample ID	Client ID	Matrix	Parameter	Concentration	C	MDL	RDL	Units
Client ID : SB-01-COMP								
O3355-02	SB-01-COMP	TCLP	Barium	1560		39.2	500	ug/L
O3355-02	SB-01-COMP	TCLP	Cadmium	6.79	J	1.00	30.0	ug/L
O3355-02	SB-01-COMP	TCLP	Lead	83.4		35.1	60.0	ug/L
Client ID : SB-02-COMP								
O3355-04	SB-02-COMP	TCLP	Barium	672		39.2	500	ug/L
O3355-04	SB-02-COMP	TCLP	Chromium	144		8.00	50.0	ug/L
Client ID : SB-03-COMP								
O3355-06	SB-03-COMP	TCLP	Arsenic	127		34.8	100	ug/L
O3355-06	SB-03-COMP	TCLP	Barium	159	J	39.2	500	ug/L
O3355-06	SB-03-COMP	TCLP	Chromium	624		8.00	50.0	ug/L
Client ID : SB-04-COMP								
O3355-08	SB-04-COMP	TCLP	Barium	387	J	39.2	500	ug/L
O3355-08	SB-04-COMP	TCLP	Cadmium	10.0	J	1.00	30.0	ug/L
O3355-08	SB-04-COMP	TCLP	Mercury	0.80	J	0.78	2.00	ug/L
Client ID : SB-05-COMP								
O3355-10	SB-05-COMP	TCLP	Barium	1940		39.2	500	ug/L
O3355-10	SB-05-COMP	TCLP	Cadmium	673		1.00	30.0	ug/L
O3355-10	SB-05-COMP	TCLP	Lead	175		35.1	60.0	ug/L
Client ID : SB-06-COMP								
O3355-12	SB-06-COMP	TCLP	Barium	2330		39.2	500	ug/L
O3355-12	SB-06-COMP	TCLP	Cadmium	16.5	J	1.00	30.0	ug/L
O3355-12	SB-06-COMP	TCLP	Chromium	65.3		8.00	50.0	ug/L
O3355-12	SB-06-COMP	TCLP	Lead	114		35.1	60.0	ug/L
Client ID : SB-07-COMP								
O3355-14	SB-07-COMP	TCLP	Barium	2190		39.2	500	ug/L
O3355-14	SB-07-COMP	TCLP	Cadmium	5.27	J	1.00	30.0	ug/L
O3355-14	SB-07-COMP	TCLP	Lead	379		35.1	60.0	ug/L

SAMPLE DATA

CHEMTECH 284 Sheffield Street, Mountainside, NJ 07092 Phone: 908 789 8900 Fax: 908 789 8922

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-01-COMP	SDG No.:	O3355
Lab Sample ID:	O3355-02	Matrix:	TCLP
Level (low/med):	low	% Solid:	0

Cas	Parameter	Conc.	Qua.	DF	MDL	LOQ / CRQL	Units	Prep Date	Date Ana.	Ana Met.	Prep Met.
7440-38-2	Arsenic	34.8	U	1	34.8	100	ug/L	06/22/23 12:00	06/23/23 23:28	SW6010	SW3050
7440-39-3	Barium	1560	N	1	39.2	500	ug/L	06/22/23 12:00	06/23/23 23:28	SW6010	SW3050
7440-43-9	Cadmium	6.79	J	1	1.00	30.0	ug/L	06/22/23 12:00	06/23/23 23:28	SW6010	SW3050
7440-47-3	Chromium	8.00	U	1	8.00	50.0	ug/L	06/22/23 12:00	06/23/23 23:28	SW6010	SW3050
7439-92-1	Lead	83.4		1	35.1	60.0	ug/L	06/22/23 12:00	06/23/23 23:28	SW6010	SW3050
7439-97-6	Mercury	0.78	UN	1	0.78	2.00	ug/L	06/23/23 08:10	06/23/23 14:34	SW7470A	
7782-49-2	Selenium	58.8	U	1	58.8	100	ug/L	06/22/23 12:00	06/23/23 23:28	SW6010	SW3050
7440-22-4	Silver	6.60	U	1	6.60	50.0	ug/L	06/22/23 12:00	06/23/23 23:28	SW6010	SW3050

Color Before:	Colorless	Clarity Before:	Clear	Texture:	
Color After:	Colorless	Clarity After:	Clear	Artifacts:	
Comments:	TCLP METALS				

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
D = Dilution
Q = indicates LCS control criteria did not meet requirements

J = Estimated Value
B = Analyte Found in Associated Method Blank
* = indicates the duplicate analysis is not within control limits.
E = Indicates the reported value is estimated because of the presence of interference.
OR = Over Range
N = Spiked sample recovery not within control limits

CHEMTECH 284 Sheffield Street, Mountainside, NJ 07092 Phone: 908 789 8900 Fax: 908 789 8922

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-02-COMP	SDG No.:	O3355
Lab Sample ID:	O3355-04	Matrix:	TCLP
Level (low/med):	low	% Solid:	0

Cas	Parameter	Conc.	Qua.	DF	MDL	LOQ / CRQL	Units	Prep Date	Date Ana.	Ana Met.	Prep Met.
7440-38-2	Arsenic	34.8	U	1	34.8	100	ug/L	06/22/23 12:00	06/23/23 23:32	SW6010	SW3050
7440-39-3	Barium	672	N	1	39.2	500	ug/L	06/22/23 12:00	06/23/23 23:32	SW6010	SW3050
7440-43-9	Cadmium	1.00	U	1	1.00	30.0	ug/L	06/22/23 12:00	06/23/23 23:32	SW6010	SW3050
7440-47-3	Chromium	144		1	8.00	50.0	ug/L	06/22/23 12:00	06/23/23 23:32	SW6010	SW3050
7439-92-1	Lead	35.1	U	1	35.1	60.0	ug/L	06/22/23 12:00	06/23/23 23:32	SW6010	SW3050
7439-97-6	Mercury	0.78	UN	1	0.78	2.00	ug/L	06/23/23 08:10	06/23/23 14:37	SW7470A	
7782-49-2	Selenium	58.8	U	1	58.8	100	ug/L	06/22/23 12:00	06/23/23 23:32	SW6010	SW3050
7440-22-4	Silver	6.60	U	1	6.60	50.0	ug/L	06/22/23 12:00	06/23/23 23:32	SW6010	SW3050

Color Before:	Colorless	Clarity Before:	Clear	Texture:	
Color After:	Colorless	Clarity After:	Clear	Artifacts:	
Comments:	TCLP METALS				

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CHEMTECH 284 Sheffield Street, Mountainside, NJ 07092 Phone: 908 789 8900 Fax: 908 789 8922

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-03-COMP	SDG No.:	O3355
Lab Sample ID:	O3355-06	Matrix:	TCLP
Level (low/med):	low	% Solid:	0

Cas	Parameter	Conc.	Qua.	DF	MDL	LOQ / CRQL	Units	Prep Date	Date Ana.	Ana Met.	Prep Met.
7440-38-2	Arsenic	127		1	34.8	100	ug/L	06/22/23 12:00	06/23/23 23:37	SW6010	SW3050
7440-39-3	Barium	159	JN	1	39.2	500	ug/L	06/22/23 12:00	06/23/23 23:37	SW6010	SW3050
7440-43-9	Cadmium	1.00	U	1	1.00	30.0	ug/L	06/22/23 12:00	06/23/23 23:37	SW6010	SW3050
7440-47-3	Chromium	624		1	8.00	50.0	ug/L	06/22/23 12:00	06/23/23 23:37	SW6010	SW3050
7439-92-1	Lead	35.1	U	1	35.1	60.0	ug/L	06/22/23 12:00	06/23/23 23:37	SW6010	SW3050
7439-97-6	Mercury	0.78	UN	1	0.78	2.00	ug/L	06/23/23 08:10	06/23/23 14:39	SW7470A	
7782-49-2	Selenium	58.8	U	1	58.8	100	ug/L	06/22/23 12:00	06/23/23 23:37	SW6010	SW3050
7440-22-4	Silver	6.60	U	1	6.60	50.0	ug/L	06/22/23 12:00	06/23/23 23:37	SW6010	SW3050

Color Before:	Colorless	Clarity Before:	Clear	Texture:	
Color After:	Colorless	Clarity After:	Clear	Artifacts:	
Comments:	TCLP METALS				

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CHEMTECH 284 Sheffield Street, Mountainside, NJ 07092 Phone: 908 789 8900 Fax: 908 789 8922

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-04-COMP	SDG No.:	O3355
Lab Sample ID:	O3355-08	Matrix:	TCLP
Level (low/med):	low	% Solid:	0

Cas	Parameter	Conc.	Qua.	DF	MDL	LOQ / CRQL	Units	Prep Date	Date Ana.	Ana Met.	Prep Met.
7440-38-2	Arsenic	34.8	U	1	34.8	100	ug/L	06/22/23 12:00	06/23/23 23:41	SW6010	SW3050
7440-39-3	Barium	387	JN	1	39.2	500	ug/L	06/22/23 12:00	06/23/23 23:41	SW6010	SW3050
7440-43-9	Cadmium	10.0	J	1	1.00	30.0	ug/L	06/22/23 12:00	06/23/23 23:41	SW6010	SW3050
7440-47-3	Chromium	8.00	U	1	8.00	50.0	ug/L	06/22/23 12:00	06/23/23 23:41	SW6010	SW3050
7439-92-1	Lead	35.1	U	1	35.1	60.0	ug/L	06/22/23 12:00	06/23/23 23:41	SW6010	SW3050
7439-97-6	Mercury	0.80	JN	1	0.78	2.00	ug/L	06/23/23 08:10	06/23/23 14:41	SW7470A	
7782-49-2	Selenium	58.8	U	1	58.8	100	ug/L	06/22/23 12:00	06/23/23 23:41	SW6010	SW3050
7440-22-4	Silver	6.60	U	1	6.60	50.0	ug/L	06/22/23 12:00	06/23/23 23:41	SW6010	SW3050

Color Before:	Colorless	Clarity Before:	Clear	Texture:	
Color After:	Colorless	Clarity After:	Clear	Artifacts:	
Comments:	TCLP METALS				

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CHEMTECH 284 Sheffield Street, Mountainside, NJ 07092 Phone: 908 789 8900 Fax: 908 789 8922

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-05-COMP	SDG No.:	O3355
Lab Sample ID:	O3355-10	Matrix:	TCLP
Level (low/med):	low	% Solid:	0

Cas	Parameter	Conc.	Qua.	DF	MDL	LOQ / CRQL	Units	Prep Date	Date Ana.	Ana Met.	Prep Met.
7440-38-2	Arsenic	34.8	U	1	34.8	100	ug/L	06/22/23 12:00	06/23/23 23:45	SW6010	SW3050
7440-39-3	Barium	1940	N	1	39.2	500	ug/L	06/22/23 12:00	06/23/23 23:45	SW6010	SW3050
7440-43-9	Cadmium	673		1	1.00	30.0	ug/L	06/22/23 12:00	06/23/23 23:45	SW6010	SW3050
7440-47-3	Chromium	8.00	U	1	8.00	50.0	ug/L	06/22/23 12:00	06/23/23 23:45	SW6010	SW3050
7439-92-1	Lead	175		1	35.1	60.0	ug/L	06/22/23 12:00	06/23/23 23:45	SW6010	SW3050
7439-97-6	Mercury	0.78	UN	1	0.78	2.00	ug/L	06/23/23 08:10	06/23/23 14:43	SW7470A	
7782-49-2	Selenium	58.8	U	1	58.8	100	ug/L	06/22/23 12:00	06/23/23 23:45	SW6010	SW3050
7440-22-4	Silver	6.60	U	1	6.60	50.0	ug/L	06/22/23 12:00	06/23/23 23:45	SW6010	SW3050

Color Before:	Colorless	Clarity Before:	Clear	Texture:	
Color After:	Colorless	Clarity After:	Clear	Artifacts:	
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CHEMTECH 284 Sheffield Street, Mountainside, NJ 07092 Phone: 908 789 8900 Fax: 908 789 8922

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-06-COMP	SDG No.:	O3355
Lab Sample ID:	O3355-12	Matrix:	TCLP
Level (low/med):	low	% Solid:	0

Cas	Parameter	Conc.	Qua.	DF	MDL	LOQ / CRQL	Units	Prep Date	Date Ana.	Ana Met.	Prep Met.
7440-38-2	Arsenic	34.8	U	1	34.8	100	ug/L	06/22/23 12:00	06/23/23 23:57	SW6010	SW3050
7440-39-3	Barium	2330	N	1	39.2	500	ug/L	06/22/23 12:00	06/23/23 23:57	SW6010	SW3050
7440-43-9	Cadmium	16.5	J	1	1.00	30.0	ug/L	06/22/23 12:00	06/23/23 23:57	SW6010	SW3050
7440-47-3	Chromium	65.3		1	8.00	50.0	ug/L	06/22/23 12:00	06/23/23 23:57	SW6010	SW3050
7439-92-1	Lead	114		1	35.1	60.0	ug/L	06/22/23 12:00	06/23/23 23:57	SW6010	SW3050
7439-97-6	Mercury	0.78	UN	1	0.78	2.00	ug/L	06/23/23 08:10	06/23/23 14:50	SW7470A	
7782-49-2	Selenium	58.8	U	1	58.8	100	ug/L	06/22/23 12:00	06/23/23 23:57	SW6010	SW3050
7440-22-4	Silver	6.60	U	1	6.60	50.0	ug/L	06/22/23 12:00	06/23/23 23:57	SW6010	SW3050

Color Before:	Colorless	Clarity Before:	Clear	Texture:	
Color After:	Colorless	Clarity After:	Clear	Artifacts:	
Comments:	TCLP METALS				

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CHEMTECH 284 Sheffield Street, Mountainside, NJ 07092 Phone: 908 789 8900 Fax: 908 789 8922

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-07-COMP	SDG No.:	O3355
Lab Sample ID:	O3355-14	Matrix:	TCLP
Level (low/med):	low	% Solid:	0

Cas	Parameter	Conc.	Qua.	DF	MDL	LOQ / CRQL	Units	Prep Date	Date Ana.	Ana Met.	Prep Met.
7440-38-2	Arsenic	34.8	U	1	34.8	100	ug/L	06/22/23 12:00	06/24/23 00:01	SW6010	SW3050
7440-39-3	Barium	2190	N	1	39.2	500	ug/L	06/22/23 12:00	06/24/23 00:01	SW6010	SW3050
7440-43-9	Cadmium	5.27	J	1	1.00	30.0	ug/L	06/22/23 12:00	06/24/23 00:01	SW6010	SW3050
7440-47-3	Chromium	8.00	U	1	8.00	50.0	ug/L	06/22/23 12:00	06/24/23 00:01	SW6010	SW3050
7439-92-1	Lead	379		1	35.1	60.0	ug/L	06/22/23 12:00	06/24/23 00:01	SW6010	SW3050
7439-97-6	Mercury	0.78	UN	1	0.78	2.00	ug/L	06/23/23 08:10	06/23/23 14:53	SW7470A	
7782-49-2	Selenium	58.8	U	1	58.8	100	ug/L	06/22/23 12:00	06/24/23 00:01	SW6010	SW3050
7440-22-4	Silver	6.60	U	1	6.60	50.0	ug/L	06/22/23 12:00	06/24/23 00:01	SW6010	SW3050

Color Before:	Colorless	Clarity Before:	Clear	Texture:	
Color After:	Colorless	Clarity After:	Clear	Artifacts:	
Comments:	TCLP METALS				

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CHEMTECH
284 Sheffield Street, Mountainside, New Jersey - 07092
Phone: (908) 789 8900 Fax: (908) 789 8922

LAB CHRONICLE

OrderID:	O3355	**OrderDate:**	6/20/2023 1:24:30 PM
Client:	LiRo Engineers, Inc.	**Project:**	Reconstruction of Ely & Bruner Ave
Contact:	Steve Frank	**Location:**	G11,VOA Ref. #2 Soil

LabID	ClientID	Matrix	Test	Method	Sample Date	Prep Date	Anal Date	Received
O3355-02	**SB-01-COMP**	**TCLP**			**06/19/23**			**06/20/23**
			TCLP ICP Metals	6010D		06/22/23	06/23/23	
			TCLP Mercury	7470A		06/23/23	06/23/23	
O3355-04	**SB-02-COMP**	**TCLP**			**06/19/23**			**06/20/23**
			TCLP ICP Metals	6010D		06/22/23	06/23/23	
			TCLP Mercury	7470A		06/23/23	06/23/23	
O3355-06	**SB-03-COMP**	**TCLP**			**06/19/23**			**06/20/23**
			TCLP ICP Metals	6010D		06/22/23	06/23/23	
			TCLP Mercury	7470A		06/23/23	06/23/23	
O3355-08	**SB-04-COMP**	**TCLP**			**06/19/23**			**06/20/23**
			TCLP ICP Metals	6010D		06/22/23	06/23/23	
			TCLP Mercury	7470A		06/23/23	06/23/23	
O3355-10	**SB-05-COMP**	**TCLP**			**06/19/23**			**06/20/23**
			TCLP ICP Metals	6010D		06/22/23	06/23/23	
			TCLP Mercury	7470A		06/23/23	06/23/23	
O3355-12	**SB-06-COMP**	**TCLP**			**06/19/23**			**06/20/23**
			TCLP ICP Metals	6010D		06/22/23	06/23/23	
			TCLP Mercury	7470A		06/23/23	06/23/23	
O3355-14	**SB-07-COMP**	**TCLP**			**06/19/23**			**06/20/23**
			TCLP ICP Metals	6010D		06/22/23	06/24/23	
			TCLP Mercury	7470A		06/23/23	06/23/23	

SAMPLE DATA

CHEMTECH 284 Sheffield Street, Mountainside, NJ 07092 Phone: 908 789 8900 Fax: 908 789 8922

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23 13:20
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-01-COMP	SDG No.:	O3355
Lab Sample ID:	O3355-02	Matrix:	SOIL
		% Solid:	100

Parameter	Conc.	Qua.	DF	MDL	LOQ / CRQL	Units	Prep Date	Date Ana.	Ana Met.
Corrosivity	5.67	H	1	0	0	pH		06/21/23 16:25	9045D
Ignitability	NO		1	0	0	oC		06/23/23 09:30	1030
Reactive Cyanide	0.011	U	1	0.011	0.050	mg/Kg	06/21/23 11:05	06/22/23 12:13	9012B
Reactive Sulfide	6.35	J	1	2.98	10.0	mg/Kg	06/21/23 16:30	06/22/23 09:18	9034

Comments: pH result reported at temperature 22.6 °C

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
D = Dilution
Q = indicates LCS control criteria did not meet requirements
H = Sample Analysis Out Of Hold Time

J = Estimated Value
B = Analyte Found in Associated Method Blank
* = indicates the duplicate analysis is not within control limits.
E = Indicates the reported value is estimated because of the presence of interference.
OR = Over Range
X = Spiked sample recovery not within control limits

CHEMTECH 284 Sheffield Street, Mountainside, NJ 07092 Phone: 908 789 8900 Fax: 908 789 8922

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23 12:45
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-02-COMP	SDG No.:	O3355
Lab Sample ID:	O3355-04	Matrix:	SOIL
		% Solid:	100

Parameter	Conc.	Qua.	DF	MDL	LOQ / CRQL	Units	Prep Date	Date Ana.	Ana Met.
Corrosivity	10.4	H	1	0	0	pH		06/21/23 16:35	9045D
Ignitability	NO		1	0	0	oC		06/23/23 09:38	1030
Reactive Cyanide	0.011	U	1	0.011	0.049	mg/Kg	06/21/23 11:05	06/22/23 12:20	9012B
Reactive Sulfide	7.92	J	1	2.98	10.0	mg/Kg	06/21/23 16:30	06/22/23 09:20	9034

Comments: pH result reported at temperature 22.2 °C

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
D = Dilution
Q = indicates LCS control criteria did not meet requirements
H = Sample Analysis Out Of Hold Time

J = Estimated Value
B = Analyte Found in Associated Method Blank
* = indicates the duplicate analysis is not within control limits.
E = Indicates the reported value is estimated because of the presence of interference.
OR = Over Range
X = Spiked sample recovery not within control limits

CHEMTECH 284 Sheffield Street, Mountainside, NJ 07092 Phone: 908 789 8900 Fax: 908 789 8922

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23 12:15
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-03-COMP	SDG No.:	O3355
Lab Sample ID:	O3355-06	Matrix:	SOIL
		% Solid:	100

Parameter	Conc.	Qua.	DF	MDL	LOQ / CRQL	Units	Prep Date	Date Ana.	Ana Met.
Corrosivity	11.6	H	1	0	0	pH		06/21/23 16:40	9045D
Ignitability	NO		1	0	0	oC		06/23/23 09:45	1030
Reactive Cyanide	0.011	U	1	0.011	0.050	mg/Kg	06/21/23 11:05	06/22/23 12:20	9012B
Reactive Sulfide	3.16	J	1	2.98	10.0	mg/Kg	06/21/23 16:30	06/22/23 09:22	9034

Comments: pH result reported at temperature 21.8 °C

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
D = Dilution
Q = indicates LCS control criteria did not meet requirements
H = Sample Analysis Out Of Hold Time

J = Estimated Value
B = Analyte Found in Associated Method Blank
* = indicates the duplicate analysis is not within control limits.
E = Indicates the reported value is estimated because of the presence of interference.
OR = Over Range
X = Spiked sample recovery not within control limits

CHEMTECH 284 Sheffield Street, Mountainside, NJ 07092 Phone: 908 789 8900 Fax: 908 789 8922

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23 11:20
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-04-COMP	SDG No.:	O3355
Lab Sample ID:	O3355-08	Matrix:	SOIL
		% Solid:	100

Parameter	Conc.	Qua.	DF	MDL	LOQ / CRQL	Units	Prep Date	Date Ana.	Ana Met.
Corrosivity	8.86	H	1	0	0	pH		06/21/23 16:45	9045D
Ignitability	NO		1	0	0	oC		06/23/23 09:52	1030
Reactive Cyanide	0.011	U	1	0.011	0.049	mg/Kg	06/21/23 11:05	06/22/23 12:20	9012B
Reactive Sulfide	7.97	J	1	2.98	10.0	mg/Kg	06/21/23 16:30	06/22/23 09:25	9034

Comments: pH result reported at temperature 21.9 °C

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
D = Dilution
Q = indicates LCS control criteria did not meet requirements
H = Sample Analysis Out Of Hold Time

J = Estimated Value
B = Analyte Found in Associated Method Blank
* = indicates the duplicate analysis is not within control limits.
E = Indicates the reported value is estimated because of the presence of interference.
OR = Over Range
X = Spiked sample recovery not within control limits

CHEMTECH 284 Sheffield Street, Mountainside, NJ 07092 Phone: 908 789 8900 Fax: 908 789 8922

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23 10:40
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-05-COMP	SDG No.:	O3355
Lab Sample ID:	O3355-10	Matrix:	SOIL
		% Solid:	100

Parameter	Conc.	Qua.	DF	MDL	LOQ / CRQL	Units	Prep Date	Date Ana.	Ana Met.
Corrosivity	8.41	H	1	0	0	pH		06/21/23 16:52	9045D
Ignitability	NO		1	0	0	oC		06/23/23 10:00	1030
Reactive Cyanide	0.011	J	1	0.011	0.050	mg/Kg	06/21/23 11:05	06/22/23 12:20	9012B
Reactive Sulfide	4.74	J	1	2.98	10.0	mg/Kg	06/21/23 16:30	06/22/23 09:28	9034

Comments: pH result reported at temperature 21.6 °C

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
D = Dilution
Q = indicates LCS control criteria did not meet requirements
H = Sample Analysis Out Of Hold Time

J = Estimated Value
B = Analyte Found in Associated Method Blank
* = indicates the duplicate analysis is not within control limits.
E = Indicates the reported value is estimated because of the presence of interference.
OR = Over Range
X = Spiked sample recovery not within control limits

CHEMTECH 284 Sheffield Street, Mountainside, NJ 07092 Phone: 908 789 8900 Fax: 908 789 8922

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23 10:00
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-06-COMP	SDG No.:	O3355
Lab Sample ID:	O3355-12	Matrix:	SOIL
		% Solid:	100

Parameter	Conc.	Qua.	DF	MDL	LOQ / CRQL	Units	Prep Date	Date Ana.	Ana Met.
Corrosivity	8.09	H	1	0	0	pH		06/21/23 17:00	9045D
Ignitability	NO		1	0	0	oC		06/23/23 10:08	1030
Reactive Cyanide	0.011	U	1	0.011	0.050	mg/Kg	06/21/23 11:05	06/22/23 12:20	9012B
Reactive Sulfide	7.97	J	1	2.98	10.0	mg/Kg	06/21/23 16:30	06/22/23 09:30	9034

Comments: pH result reported at temperature 22.0 °C

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
D = Dilution
Q = indicates LCS control criteria did not meet requirements
H = Sample Analysis Out Of Hold Time

J = Estimated Value
B = Analyte Found in Associated Method Blank
* = indicates the duplicate analysis is not within control limits.
E = Indicates the reported value is estimated because of the presence of interference.
OR = Over Range
X = Spiked sample recovery not within control limits

CHEMTECH 284 Sheffield Street, Mountainside, NJ 07092 Phone: 908 789 8900 Fax: 908 789 8922

Report of Analysis

Client:	LiRo Engineers, Inc.	Date Collected:	06/19/23 09:25
Project:	Reconstruction of Ely & Bruner Ave	Date Received:	06/20/23
Client Sample ID:	SB-07-COMP	SDG No.:	O3355
Lab Sample ID:	O3355-14	Matrix:	SOIL
		% Solid:	100

Parameter	Conc.	Qua.	DF	MDL	LOQ / CRQL	Units	Prep Date	Date Ana.	Ana Met.
Corrosivity	8.05	H	1	0	0	pH		06/21/23 17:02	9045D
Ignitability	NO		1	0	0	oC		06/23/23 10:15	1030
Reactive Cyanide	0.011	U	1	0.011	0.050	mg/Kg	06/21/23 11:05	06/22/23 12:20	9012B
Reactive Sulfide	4.74	J	1	2.98	10.0	mg/Kg	06/21/23 16:30	06/22/23 09:33	9034

Comments: pH result reported at temperature 21.8 °C

U = Not Detected
LOQ = Limit of Quantitation
MDL = Method Detection Limit
LOD = Limit of Detection
D = Dilution
Q = indicates LCS control criteria did not meet requirements
H = Sample Analysis Out Of Hold Time

J = Estimated Value
B = Analyte Found in Associated Method Blank
* = indicates the duplicate analysis is not within control limits.
E = Indicates the reported value is estimated because of the presence of interference.
OR = Over Range
X = Spiked sample recovery not within control limits

CHEMTECH

284 Sheffield Street, Mountainside, New Jersey - 07092

Phone: (908) 789 8900 Fax: (908) 789 8922

LAB CHRONICLE

OrderID:	O3355	**OrderDate:**	6/20/2023 1:24:30 PM
Client:	LiRo Engineers, Inc.	**Project:**	Reconstruction of Ely & Bruner Ave
Contact:	Steve Frank	**Location:**	G11,VOA Ref. #2 Soil

LabID	ClientID	Matrix	Test	Method	Sample Date	Prep Date	Anal Date	Received
O3355-02	**SB-01-COMP**	**SOIL**			**06/19/23 13:20**			**06/20/23**
			Corrosivity	9045D			06/21/23 16:25	
			Ignitability	1030			06/23/23 09:30	
			Reactive Cyanide	9012B		06/21/23	06/22/23 12:13	
			Reactive Sulfide	9034		06/21/23	06/22/23 09:18	
O3355-04	**SB-02-COMP**	**SOIL**			**06/19/23 12:45**			**06/20/23**
			Corrosivity	9045D			06/21/23 16:35	
			Ignitability	1030			06/23/23 09:38	
			Reactive Cyanide	9012B		06/21/23	06/22/23 12:20	
			Reactive Sulfide	9034		06/21/23	06/22/23 09:20	
O3355-06	**SB-03-COMP**	**SOIL**			**06/19/23 12:15**			**06/20/23**
			Corrosivity	9045D			06/21/23 16:40	
			Ignitability	1030			06/23/23 09:45	
			Reactive Cyanide	9012B		06/21/23	06/22/23 12:20	
			Reactive Sulfide	9034		06/21/23	06/22/23 09:22	

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LAB CHRONICLE

O3355-08	**SB-04-COMP**	**SOIL**			**06/19/23 11:20**		**06/20/23**
			Corrosivity	9045D		06/21/23 16:45	
			Ignitability	1030		06/23/23 09:52	
			Reactive Cyanide	9012B	06/21/23	06/22/23 12:20	
			Reactive Sulfide	9034	06/21/23	06/22/23 09:25	
O3355-10	**SB-05-COMP**	**SOIL**			**06/19/23 10:40**		**06/20/23**
			Corrosivity	9045D		06/21/23 16:52	
			Ignitability	1030		06/23/23 10:00	
			Reactive Cyanide	9012B	06/21/23	06/22/23 12:20	
			Reactive Sulfide	9034	06/21/23	06/22/23 09:28	
O3355-12	**SB-06-COMP**	**SOIL**			**06/19/23 10:00**		**06/20/23**
			Corrosivity	9045D		06/21/23 17:00	
			Ignitability	1030		06/23/23 10:08	
			Reactive Cyanide	9012B	06/21/23	06/22/23 12:20	
			Reactive Sulfide	9034	06/21/23	06/22/23 09:30	
O3355-14	**SB-07-COMP**	**SOIL**			**06/19/23 09:25**		**06/20/23**
			Corrosivity	9045D		06/21/23 17:02	
			Ignitability	1030		06/23/23 10:15	
			Reactive Cyanide	9012B	06/21/23	06/22/23 12:20	

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Phone: (908) 789 8900 Fax: (908) 789 8922

LAB CHRONICLE

Reactive Sulfide	9034		06/21/23	06/22/23 09:33

SHIPPING DOCUMENTS

CHEMTECH
CHAIN OF CUSTODY RECORD

284 Sheffield Street, Mountainside, NJ 07092
(908) 789-8900 Fax (908) 789-8922
www.chemtech.net

CHEMTECH PROJECT NO. 03355 12
QUOTE NO. ~~03337~~ 03355
COC Number 038652 12.1

CLIENT INFORMATION
REPORT TO BE SENT TO:
COMPANY: LIRO Engineers, Inc.
ADDRESS: 703 Kolmer Street
CITY: Brooklyn STATE: NY ZIP: 11211
ATTENTION: Steve Frank
PHONE: 716 882-5476 FAX: ——

CLIENT PROJECT INFORMATION
PROJECT NAME: Reconstruction of Ely & Bruner Avenues
PROJECT NO.: 19-294-0265 LOCATION: Bronx
PROJECT MANAGER: Steve Frank
e-mail: franks@liro.com & newsona@liro.com
PHONE: 716 882-5476 FAX:

CLIENT BILLING INFORMATION
BILL TO: PO#:
ADDRESS: same
CITY: STATE: ZIP:
ATTENTION: PHONE:

DATA TURNAROUND INFORMATION
FAX: DAYS *
HARD COPY: 5 days TAT DAYS *
EDD: DAYS *
PREAPPROVED TAT: ☐ YES ☐ NO
* STANDARD TURNAROUND TIME IS 10 BUSINESS DAYS

DATA DELIVERABLE INFORMATION
☒ LEVEL 1: Results only ☐ Others
☐ LEVEL 2: Results + QC
☐ LEVEL 3: Results (plus results raw data) + QC
☐ LEVEL 4: Results + QC (all raw data)
☐ EDD Format:

ANALYSIS
1 TCL VOCs
2 PAHs
3 TCL PCBs
4 DRO / GRO
5 RCRA Parameters
6 TCLP RCRA Metals
7
8
9

CHEMTECH SAMPLE ID	PROJECT SAMPLE IDENTIFICATION	SAMPLE MATRIX	SAMPLE TYPE COMP	SAMPLE TYPE GRAB	SAMPLE COLLECTION DATE	SAMPLE COLLECTION TIME	# OF BOTTLES	PRESERVATIVES E 1	2	3	4	5	6	7	8	9	COMMENTS
1.	SB-01-6.5-7.0'	soil		X	6/19/23	1315	1	X									
2.	SB-01-comp	soil	X			1320	2		X	X	X	X	X				
3.	SB-02-6.5-7.0'	soil		X		1240	1	X									
4.	SB-02-comp	soil	X			1245	2		X	X	X	X	X				
5.	SB-03-6.5-7.0'			X		1210	1	X									
6.	SB-03-comp		X			1215	2		X	X	X	X	X				
7.	SB-04-6.5-7.0'			X		1115	1	X									
8.	SB-04-comp		X			1120	2		X	X	X	X	X				
9.	SB-05-6.5-7.0'			X		1035	1	X									
10.	SB-05-comp		X			1040	2		X	X	X	X	X				

Specify Preservatives: A-HCl B-HNO_3 C-H_2SO_4 D-NaOH E-ICE F-Other

SAMPLE CUSTODY MUST BE DOCUMENTED BELOW EACH TIME SAMPLES CHANGE POSSESSION INCLUDING COURIER DELIVERY

RELINQUISHED BY SAMPLER	DATE/TIME	RECEIVED BY	
1.	6/20/23	1	1310 6-20-23
RELINQUISHED BY: 2.	DATE/TIME:	RECEIVED BY: 2.	
RELINQUISHED BY: 3.	DATE/TIME: 1900 6-20-23	RECEIVED FOR LAB BY: 3. SB	

Conditions of bottles or coolers at receipt: ☐ Compliant ☐ Non Compliant
MeOH extraction requires an additional 4 oz jar for percent solid.
Comments:
Cooler Temp. 5°C
Ice in Cooler?:

Page 1 of 2

SHIPPED VIA: CLIENT: ☐ HAND DELIVERED ☐ OVERNIGHT CHEMTECH: ☒ PICKED UP ☐ OVERNIGHT
Shipment Complete: ☐ YES ☐ NO

Revision 8/2007
WHITE - CHEMTECH COPY FOR RETURN TO CLIENT YELLOW - CHEMTECH COPY PINK - SAMPLER COPY

CHEMTECH
CHAIN OF CUSTODY RECORD

284 Sheffield Street, Mountainside, NJ 07092
(908) 789-8900 Fax (908) 789-8922
www.chemtech.net

CHEMTECH PROJECT NO.
QUOTE NO. 03339 03355
COC Number 038653

12
12.1

CLIENT INFORMATION (REPORT TO BE SENT TO:)

COMPANY: Liro Engineers, Inc.
ADDRESS: 703 Lorimer Street
CITY: Brooklyn STATE: NY ZIP: 11211
ATTENTION: Steve Frank
PHONE: 716 882-5476 FAX:

CLIENT PROJECT INFORMATION

PROJECT NAME:
PROJECT NO.: LOCATION:
PROJECT MANAGER: same as pg # 1
e-mail:
PHONE: FAX:

CLIENT BILLING INFORMATION

BILL TO: PO#:
ADDRESS: same
CITY: STATE: ZIP:
ATTENTION: PHONE:

DATA TURNAROUND INFORMATION

FAX: DAYS *
HARD COPY: DAYS *
EDD: 5 day TAT DAYS *
PREAPPROVED TAT: ☐ YES ☐ NO
* STANDARD TURNAROUND TIME IS 10 BUSINESS DAYS

DATA DELIVERABLE INFORMATION

☒ LEVEL 1: Results only ☐ Others
☐ LEVEL 2: Results + QC
☐ LEVEL 3: Results (plus results raw data) + QC
☐ LEVEL 4: Results + QC (all raw data)
☐ EDD Format:

ANALYSIS

1 TCL VOCs
2 PAHs
3 TCL PCBs
4 DRO/GRO
5 RCRA parameters
6 TCLP RCRA Metals
7
8
9

CHEMTECH SAMPLE ID	PROJECT SAMPLE IDENTIFICATION	SAMPLE MATRIX	SAMPLE TYPE COMP	SAMPLE TYPE GRAB	SAMPLE COLLECTION DATE	SAMPLE COLLECTION TIME	# OF BOTTLES	PRESERVATIVES 1	2	3	4	5	6	7	8	9	COMMENTS
1.	SB-06-6.5-7.0'	soil		X	6/19/23	0955	1	X									
2.	SB-06-comp	soil	X			1000	2		X	X	X	X	X				
3.	SB-07-6.5-7.0'	soil		X		0920	1	X									
4.	SB-07-comp	soil	X		↓	0925	2		X	X	X	X	X				
5.																	
6.																	
7.																	
8.																	
9.																	
10.																	

PRESERVATIVES: E → 1 2 3 4 5 6 7 8 9

← Specify Preservatives
A-HCl B-HNO_3
C-H_2SO_4 D-NaOH
E-ICE F-Other

SAMPLE CUSTODY MUST BE DOCUMENTED BELOW EACH TIME SAMPLES CHANGE POSSESSION INCLUDING COURIER DELIVERY

RELINQUISHED BY SAMPLER: 1. Eric Mill	DATE/TIME: 6/20/23	RECEIVED BY: 1.	1310 6-20-23
RELINQUISHED BY: 2.	DATE/TIME:	RECEIVED BY: 2.	
RELINQUISHED BY: 3.	DATE/TIME: 1900 6-20-23	RECEIVED FOR LAB BY: 3. SB	

Conditions of bottles or coolers at receipt: ☐ Compliant ☐ Non Compliant
Cooler Temp. 5.0
MeOH extraction requires an additional 4 oz jar for percent solid.
Comments:
Ice in Cooler?:

Page 2 of 2

SHIPPED VIA: CLIENT: ☐ HAND DELIVERED ☐ OVERNIGHT
CHEMTECH: ☒ PICKED UP ☐ OVERNIGHT
Shipment Complete: ☐ YES ☐ NO

CHEMTECH 284 Sheffield Street, Mountainside NJ 07092 (908)-789-8900 Fax : 908 789 8922

Laboratory Certification

Certified By	License No.
CAS EPA CLP Contract	68HERH20D0011
Connecticut	PH-0649
DOD ELAP (L-A-B)	L2219
Maine	2022022
Maryland	296
New Hampshire	255422
New Jersey	20012
New York	11376
Pennsylvania	68-00548
Soil Permit	P330-21-00137
Texas	T104704488-22-15

CHEMTECH

LOGIN REPORT/SAMPLE TRANSFER

Order ID : O3355 LIRO01
Client Name : LiRo Engineers, Inc.
Client Contact : Steve Frank
Invoice Name : LiRo Engineers, Inc.
Invoice Contact : Steve Frank

Order Date : 6/20/2023 1:24:30 PM
Project Name : Reconstruction of Ely & Br
Receive DateTime : 6/20/2023 ~~12:00:00 AM~~ 7:20pm
Purchase Order : SB 6-22-23

Project Mgr :
Report Type : Level 1
EDD Type : NYSDEC EDD V-3
Hard Copy Date :
Date Signoff :

LAB ID	CLIENT ID	MATRIX	SAMPLE DATE	SAMPLE TIME	TEST	TEST GROUP	METHOD	FAX DATE	DUE DATES
O3355-01	SB-01-6.5-7.0	Solid	06/19/2023	13:15					
					VOC-TCLVOA-10		8260D	5 Bus. Days	
O3355-03	SB-02-6.5-7.0	Solid	06/19/2023	12:40					
					VOC-TCLVOA-10		8260D	5 Bus. Days	
O3355-05	SB-03-6.5-7.0	Solid	06/19/2023	12:10					
					VOC-TCLVOA-10		8260D	5 Bus. Days	
O3355-07	SB-04-6.5-7.0	Solid	06/19/2023	11:15					
					VOC-TCLVOA-10		8260D	5 Bus. Days	
O3355-09	SB-05-6.5-7.0	Solid	06/19/2023	10:35					
					VOC-TCLVOA-10		8260D	5 Bus. Days	
O3355-11	SB-06-6.5-7.0	Solid	06/19/2023	09:55					
					VOC-TCLVOA-10		8260D	5 Bus. Days	
O3355-13	SB-07-6.5-7.0	Solid	06/19/2023	09:20					
					VOC-TCLVOA-10		8260D	5 Bus. Days	

CHEMTECH

LOGIN REPORT/SAMPLE TRANSFER

Order ID : O3355 LIRO01
Client Name : LiRo Engineers, Inc.
Client Contact : Steve Frank
Invoice Name : LiRo Engineers, Inc.
Invoice Contact : Steve Frank

Order Date : 6/20/2023 1:24:30 PM
Project Name : Reconstruction of Ely & Br
Receive DateTime : 6/20/2023 ~~12:00:00 AM~~ 7:00pm
Purchase Order : SB 6-22-23

Project Mgr :
Report Type : Level 1
EDD Type : NYSDEC EDD V-3
Hard Copy Date :
Date Signoff :

LAB ID	CLIENT ID	MATRIX	SAMPLE DATE	SAMPLE TIME	TEST	TEST GROUP	METHOD	FAX DATE	DUE DATES

Relinguished By :
Date / Time : 6-21-23 0915

Received By :
Date / Time : 06/21/23 09:15
Storage Area : VOA Refridgerator Room

APPENDIX F
QUALIFICATIONS OF ENVIRONMENTAL PROFESSIONALS

Robert Kreuzer, PG

Program Manager – Environmental Project Manager

Education
B.S., Geological Science, State University of New York College at Buffalo, 1988

Licenses/Registrations
Professional Geologist, New York (originally issued in 2017)

Certifications
OSHA 40 Hazwoper

OSHA 30 Certified

OSHA 10 Certified

OSHA Confined Space Entry Certified

NYSDEC DER-25 Certified

Years with LiRo: 21
Years with Other Firms: 9

PROFESSIONAL PROFILE

Mr. Kreuzer is a Program Manager who has over 30 years of experience in New York site evaluations, corridor studies, environmental sampling, soil management, supervision of field activities, aquifer testing, groundwater modeling, project coordination, and report development at sites throughout New York City (NYC) as well as hazardous waste sites, industrial sites, and commercial sites. His experience also includes asbestos, lead, decommissioning/demolition projects, petroleum remediation projects, and industrial waste management projects. He has worked under the New York State Department of Environmental Conservation (NYSDEC) Superfund and at Voluntary Cleanup Program (VCP), Brownfields, Environmental Restoration Program (ERP) and petroleum consent order sites. During his career, he has demonstrated an exceptional ability to manage and coordinate a wide range of environmental projects for public and private sector clients throughout the country, with the majority of the work being located in NYC. He has been involved with numerous projects involving Federal agency remedial efforts (i.e., United States Environmental Protection Agency [USEPA], United States Army Corps. Of Engineers [USACE], Air Force Center for Engineering and the Environment [AFCEE]) and NYSDEC site characterization and remediation programs.

LIRO EXPERIENCE – 1997 - PRESENT

New York City Department of Design and Construction (NYCDDC) Office of Environmental and Geotechnical Services (OEGS), Requirements Contract for Environmental Services, NY: Project Manager for work-order based contract to perform Phase I/Phase II Environmental Site Assessments (ESAs) and corridor studies in support of NYCDDC property acquisition and corridor rehabilitation projects. Hundreds of task orders have been issued and completed. Mr. Kreuzer is the Project Manager responsible for the coordination of field activities and implementation of Phase I ESAs in accordance with ASTM standards. He is also responsible for: the development and implementation of Phase II/Corridor Investigation work plans; and, the review and management of all aspects of the program including records reviews, data acquisition, work plan development, oversight of subsurface investigation work, data review, and report preparation. Mr. Kreuzer also oversees all administrative functions for project tracking and invoicing.

NYCDDC Remediation Program, NY: Project Coordinator responsible for coordination of field activities such as collecting monitoring data and evaluating system performance at 30 active remediation sites. Duties included oversight of collection of pilot test data, measurement of groundwater/product levels in wells, collection of remedial system influent and effluent samples, and recording system operating parameters. Mr. Kreuzer also tracks system data and prepares monthly maintenance reports.

NYCDDC, Underground Storage Tank (UST) Program, NY, Project Geologist and Technical Lead for Corrective Action Investigations: NYCDDC is engaged in a major program to clean up the City-owned petroleum contaminated sites. Through this, LiRo was hired to provide services necessary and required for the remediation and monitoring of City-owned petroleum contaminated soil and ground water, to ensure compliance with all local, state and federal laws, rules and regulations, including without limitation, compliance with all protocols required by the NYSDEC. The scope of work for these contracts consists of construction management and engineering design services for investigation of site conditions; remediation and monitoring of soil and groundwater petroleum contamination; and upgrading, replacement or decommissioning of petroleum product storage tanks.

New York City School Construction Authority (NYCSCA) On-Call Asbestos and Lead Paint Services, NY: Program Manager for asbestos/lead/polychlorinated biphenyl (PCB) inspection, design and abatement monitoring projects. Approximately 1,000 separate projects have been executed and requisitioned over the course of 2 continuous contracts valued at over $4M. Asbestos and lead inspection/design/remediation have been conducted in connection with capital

improvements to NYC schools throughout the 5 boroughs including climate control upgrades, roofing system replacements, façade restorations, classroom conversions, elevator installations, new playgrounds, window replacements, and electrical upgrades associated with new fire alarm systems and computer centers.

Dormitory Authority of the State of New York (DASNY) On-Call Environmental Services, NY: Program Manager for asbestos, lead paint, and mold consulting services for DASNY capital improvement projects at hospitals and universities throughout New York State (NYS). Work orders in combined excess of $1M since 2008 have been issued in connection with façade, roof, window, emergency power systems, and full facility demolition work. All project efforts from inspection/design through abatement management are coordinated with the DASNY Project Manager at each facility as well as the DASNY Code Compliance Officers. Inspections typically require review of architectural and mechanical, electrical, and plumbing (MEP) specifications to determine affected areas of the facility and the extent of impact to hazardous/regulated materials. Remediation designs are followed by detailed design review meetings. Abatement management includes review and approval of contractor pre-work submittals, monitoring of abatement activities, waste tracking, and area air testing.

TWA Flight Center Hotel Project, John F. Kennedy (JFK) International Airport, Program Manager: LiRo is responsible for implementing the Soil, Groundwater, and Environmental Management Plan (SGEMP) during the construction of the TWA Flight Center Hotel at JFK International Airport. LiRo is performing general environmental oversight during the construction activities. The oversight includes, but is not limited to: monitoring excavation and soil loading activities including segregating and staging soil; monitoring air quality during activities around impacted areas; monitoring dewatering activities and adhering to associated discharge permits; documenting and reporting site activities on a weekly basis; and, overseeing general environmental compliance issues.

New York City Mayor's Office of Environmental Remediation (MOER) Environmental Consulting Services, NY: Program Manager for a multi-site task order based contract to conduct USEPA-compliant ESAs and investigations of brownfield sites for the City of New York MOER under a USEPA Brownfield Grant program. LiRo has also been assigned a petroleum tank audit and tightness testing assignment under this contract to evaluate over 600 petroleum tank systems for compliance with State and Federal regulatory requirements. LiRo is currently performing ESA, Phase II investigations, and petroleum tank audits at more than 20 sites.

New York State Office of General Services (NYSOGS) Subsurface Soil Investigations, NY: Program Manager for an on-call, work-order based contract to perform comprehensive environmental consulting services for the design and oversight of petroleum bulk storage systems and remediation systems, including tank closure reports, spill investigations, remedial option and work plans, operations and maintenance (O&M) services, and Spill Prevention, Control, and Countermeasure (SPCC) plans, on an immediate response basis throughout the State of New York.

New York Power Authority (NYPA) Asbestos and Lead Planning Services, NY, Program Manager: LiRo is providing NYPA Energy Services and Technology with regulatory consulting services statewide in connection with energy efficiency improvement projects affecting building structures and systems. These services are focused upon identifying, quantifying, and assessing asbestos-containing materials (ACM) and lead based paints (LBP) impacted by the proposed efficiency improvements. Related services include the identification of broader hazardous and universal waste materials and bulk PCB materials.

PREVIOUS EXPERIENCE

URS Corporation – 1989 – 1997

Recra Environmental, Inc. – 1987 -1988

Stephen Frank, PG

Environmental Project Manager

Education

B.S., Geology, Cleveland State University, 1986

Post Baccalaureate Studies, Geology, Engineering Geology, and GIS, SUNY at Buffalo, 1989

Licenses/Registrations

Professional Geologist, New York (originally issued in 2017)

National Ground Water Association

Certifications

OSHA 40 Hr. Hazwoper

OSHA 30 Certified

OSHA 10 Certified

NJDEP UST Certification-Testing

NJDEP UST Certification-Closure

NJDEP UST Certification-Subsurface Evaluation

American Red Cross Standard First Aid and Adult CPR

Years with LiRo: 20
Years with Other Firms: 9

PROFESSIONAL PROFILE

Mr. Frank is an Environmental Project Manager with more than 29 years of experience in site evaluations, corridor studies, environmental sampling, soil management, supervision of field activities, aquifer testing, groundwater modeling, project coordination, and report development. Over 20 years of his experience has included task-order based contracts within the New York City (NYC) area. He has extensive experience working on NYC re-development projects under the City Environmental Quality Review (CEQR) program and with the New York State Department of Environmental Conservation (NYSDEC) under various brownfield and consent order programs. He also has specialized experience coordinating field investigation, reporting, and design tasks for work-order based contracts through NYC based organizations such as New York City Department of Design and Construction (NYCDDC) Office of Environmental and Geotechnical Services (OEGS), New York City Health and Hospitals Corporation (NYCHHC), and New York City Mayor's Office of Environmental Remediation (MOER), among others.

LIRO EXPERIENCE – 1998 - PRESENT

New York City Department of Design and Construction (NYCDDC) Office of Environmental and Geotechnical Services (OEGS), Requirements Contract for Environmental Services, NY: Mr. Frank serves as Project Technical Lead and coordinator for work-order based contract to perform Phase I/Phase II Environmental Site Assessments (ESAs), spill investigations, hazardous waste investigations, incinerator wastes, and corridor studies in support of NYCDDC property acquisition and corridor rehabilitation projects. Hundreds of task orders have been issued and completed including sites with radioactive waste concerns, drummed hazardous wastes, and petroleum wastes. Responsible for coordinating all aspects of the program including scheduling, client/regulatory agency communications, data acquisition, work plan development, oversight of subsurface investigation work, data review, and report preparation.

NYCDDC Remediation Program, NY: Mr. Frank was the Project Technical Lead Investigator for the implementation of a comprehensive site investigation and remediation program at NYC owned petroleum spill sites. Duties included development and implementation of work plans and Investigation Summary and Remedial Plans (ISRPs) to comply with NYSDEC consent order, remedial design development, pilot testing, design analysis reporting, compliance monitoring, and system operation/troubleshooting. For each site, LiRo established the nature and extent of contamination, determined the need for site remediation, performed an evaluation of remedial alternative, and recommended site remedies for NYSDEC approval. Upon approval, LiRo's design team prepared Plans and Specification for the approved alternative, provided NYC with bidding assistance, and provided construction oversight for the remedial system construction.

NYCHHC, NY: Provided Senior Technical Reporting Services for projects performed under two consecutive on-call service contracts since 2008. Mr. Frank's role placed particular emphasis on petroleum storage compliance and spill investigation remedial planning. Duties included interface with facility managers to evaluate project scope of work and budget, perform senior author review of all reports, remediation alternatives analysis, and remedial action plans.

MOER Environmental Consulting Services, NY: Project Technical Lead Scientist for a multi-site task order based contract to conduct United States Environmental Protection Agency (USEPA)-compliant ESAs and investigations of brownfield sites for the City of New York MOER under a USEPA Brownfield Grant program. LiRo has also been assigned a petroleum tank audit and tightness testing assignment under this contract to evaluate over 600 petroleum tank systems for compliance with State and Federal regulatory requirements. LiRo is currently performing ESsA, Phase II investigations, and petroleum tank audits at more than 20 sites.

New York City School Construction Authority (NYCSCA) Environmental Consulting Services, NY: Mr. Frank serves as a Senior Environmental Scientist for this comprehensive on-call environmental consulting services term contract. To date, the project work has included oversight of domestic water system disinfection procedures at over a 150 schools, peer reviews of Phase I and Phase II report submittals from other SCA consultants, Phase I ESA, implement underground storage tank (UST) removal, and UST closure/spill investigations, soil vapor intrusion/indoor air quality investigations, and on-call emergency spill response. Under this term contract, LiRo has successfully completed over 180 work order assignments for a diverse range of sites throughout the City of New York.

New York City Housing and Preservation Department (NYCHPD) Environmental Site Assessment and Remedial Design, NY: Mr. Frank served as Lead Geologist for a multiple site indefinite delivery contract to perform environmental assessments in support of property redevelopment projects conducted by the NYCHPD. Mr. Frank coordinated the investigation and preparation of Phase I ESAs, the implementation of Phase II investigations (including the preparation of Health and Safety Plan (HASP) and Sample Analysis Plan (SAP) documents), vapor intrusion evaluations, and sub-slab vapor barrier system design and construction. Projects included spill sites, uncontrolled waste disposal sites, USEPA Brownfield program sites, and the investigation of chlorinated solvent groundwater contamination in the 40-block Melrose Commons Urban Renewal Area. The Melrose project was conducted using Triad and involved a cooperative effort between USEPA, NYSDEC, New York State Department of Health (NYSDOH) and NYCHPD with LiRo as the lead investigator.

TWA Flight Center Hotel Project, John F. Kennedy International Airport - LiRo is responsible for implementing the Soil, Groundwater, and Environmental Management Plan during the construction of the TWA Flight Center Hotel at JFK International Airport. LiRo is performing general environmental oversight during the construction activities. The oversight includes, but is not limited to: monitoring excavation and soil loading activities including segregating and staging soil; monitoring air quality during activities around impacted areas; monitoring dewatering activities and adhering to associated discharge permits; documenting and reporting site activities on a weekly basis; and, overseeing general environmental compliance issues.

JetBlue Airlines, JFK International Airport Terminal 6 Remediation, NY - Subsequent to the opening of Terminal 5, LiRo was again retained exclusively by JetBlue to perform a full facility inspection of Terminal 6. LiRo mobilized a large team of six Inspectors and coordinated access with Port Authority (PANYNJ) throughout the effort which lasted several weeks. Progress meetings were held on site with PANYNJ representatives and design specifications were generated for the abatement of document ACM that included a variance application for the removal of spray-applied fireproofing above the passenger area. LiRo staff managed the abatement of asbestos and the remediation of all other hazardous materials, and performed project scheduling, managed field staff, reviewed contractor regulatory notifications, interfaced with site representatives, tracked costs for billing completed the abatement survey and design report and the asbestos abatement project specification.

PREVIOUS EXPERIENCE
URS Corporation – 1990 – 1998

Amy Hewson

Project Scientist

Education
B.S., Geology/Environmental Science, State University of New York College at Cortland, 1994

Certifications
OSHA 40 Hazwoper Certified

OSHA 30 Certified

OSHA 10 Certified

ASTM Environmental Assessments for Commercial Real Estate

Years with LiRo: 8
Years with Other Firms: 13

PROFESSIONAL PROFILE

Ms. Hewson is a Project Scientist with over 21 years of experience including managing, coordinating, and supervising environmental investigations and remediation. Ms. Hewson has been assigned to task-order based contracts performing Phase I and Phase II investigations for property transfer/corridor projects in New York City (NYC). Ms. Hewson has worked on task-order based contracts within the NYC area for approximately eight years. During her career, she has demonstrated an exceptional ability to manage and coordinate multi-million dollar portfolios. She has been involved with numerous projects involving the New York State Department of Environmental Conservation (NYSDEC), the New York State Thruway Authority (NYSTA), and ExxonMobil Environmental Services (EMES). Mr. Hewson's experience includes interpreting construction drawings and specifications and knowledge of NYSDEC regulations.

LIRO EXPERIENCE – 2010 - PRESENT

New York City Department of Design and Construction (NYCDDC) Office of Environmental and Geotechnical Services (OEGS) Requirements Contract for Environmental Services, NY: Environmental Scientist for work-order based contract to perform Phase I and Phase II Environmental Site Assessments (ESAs) and corridor studies in support of NYCDDC property acquisition and corridor rehabilitation projects. Ms. Hewson has assisted in completing the Phase I ESAs in accordance with ASTM and client-specific standards. Based upon the Phase I results, Ms. Hewson has also developed and implemented Phase II/Corridor Investigation work plans, evaluated soil/groundwater/sediment data, prepared Phase II reports. Her role under the program also include project tracking and status updates.

New York City Mayor's Office of Environmental Remediation (MOER), NY, Environmental Services: Environmental Scientist to perform Phase I and Phase II ESAs in support of MOER brownfield programs in NYC. Ms. Hewson has assisted in completing the Phase I ESAs in accordance with ASTM, United States Environmental Protection Agency (USEPA) Brownfield Assessment Grant Program, and client-specific requirements/standards. Ms. Hewson has also developed and implemented Phase II Investigation work plans and prepared Phase II Investigation reports with evaluations of NYSDEC and USEPA soil and groundwater standards.

Monadnock Construction, Inc., Multiple Sites: Environmental Scientist to perform Phase I ESAs on multiple properties. Ms. Hewson has assisted in completing the Phase I ESAs in accordance with ASTM, USEPA All Appropriate Inquiry (AAI), and client-specific requirements/standards.

Liberty Industrial Finishing, Farmingdale, NY: Project Scientist responsible for developing site remedial plans to support Town acquisition of a former industrial site and redevelopment of the site for public park use. The site was listed on the National Priorities List (NPL) and has undergone remediation by the Responsible Party (RP) under USEPA supervision. LiRo developed excavation and disposal plans, health and safety plans (HASPs) and the Community Air Monitoring Plan (CAMP) that were implemented for the remedial work. In addition, LiRo prepared a Site Management Plan (SMP) to ensure that future Park construction and maintenance work is conducted in a manner that is protective of workers, the environment and the surrounding community. LiRo also has developed a final engineering report to summarize all of the work completed by Town of Oyster Bay.

Delta Air Lines Terminal 4 Redevelopment at John F. Kennedy (JFK) International Airport: Environmental Scientist for the environmental remediation phase of Delta's Terminal 4 Redevelopment at JFK. The environmental program included the removal of an underground jet fueling system, the installation of a new fueling system and terminal building as support facilities. The hydrant fueling system work was complicated by the presence of asbestos-wrapped underground fueling system pipe.

JetBlue Phase I/II Site Assessments, Geotechnical Investigations and Terminal 5 Redevelopment at JFK International Airport: Environmental Scientist for the environmental remediation phase of JetBlue's Terminal 5 redevelopment at JFK. The environmental program included the removal of an underground jet fueling system, the demolition of old jet way and hangar structures, and the installation of a new fueling system and terminal building as support facilities. The hydrant fueling system work was complicated by the presence of asbestos-wrapped underground fueling system pipe. LiRo also performed an extensive evaluation of "baseline" subsurface conditions to document the nature and extent of pre-existing contamination for JetBlue to incorporate into their lease agreement with the airport owner.

Monroe County On-Call Environmental Term Contract, NY: Senior Environmental Analyst for a term contract to provide professional engineering and support services in connection with ESAs of properties and hazardous material surveys for the presence or potential of hazardous substance, pollutant, or containment which might impede its redevelopment or reuse.

Niagara County Department of Economic Development (NCDED) – Phase I and Phase II ESAs at Priority Brownfield Sites in Niagara County, NY: Senior Environmental Analyst for the NCDED projects in Niagara County, NY under a USEPA Brownfield grant program. LiRo has been contracted to perform Phase I and Phase II ESAs in support of NCDED brownfield programs in Niagara County, NY. Ms. Hewson has assisted in completing the Phase I ESAs in accordance with ASTM, USEPA Brownfield Assessment Grant Program, and client-specific requirements/ standards. Ms. Hewson has also developed and implemented Phase II Investigation work plans and Quality Assurance Project Plan (QAPP) in conformance with USEPA standards.

City of Rochester Environmental Term Services, NY: LiRo has been retained by the City of Rochester Department of Environmental Services to perform due diligence Phase I and Phase II site investigations of properties prior to acquisition, sale, condemnation, or foreclosure. Other services under this contract include remedial investigation, feasibility study, cost estimation, geotechnical investigation, work plan preparation, environmental engineering, site inspection, remedial services and pollution prevention and sustainability services.

PREVIOUS EXPERIENCE

Groundwater and Environmental Services, Inc. (GES), Project Manager (2/07-11/09): Ms. Hewson oversaw, managed, and reviewed all aspects of the EMES retail petroleum remediation account ranging between 21 and 54 projects. She helped the major accomplishment, which included, the management of all aspects of a $3.4 million dollar remedial excavation. Such included the coordination with various subcontractors, numerous staff members, NYSDEC, NYSTA, and a separate lessee of the facility. Developed/tracked annual proposals, change orders, and budgets for all projects within account totaling over $5.4 million one year. Assisted in the development/tracking of an Excel spreadsheet to track monthly spends on each individual project based upon specific categories. Forecasted spends on all projects for the next five years. Routine communications with NYSDEC on projects along with other regulators, as needed. Direct communication with EMES Project Manager on a daily basis on project status, changes in activities, budgets, etc. Directly involved in all work plans, assessment reports, remedial action plans, and completed remedial action reports for all projects. Adhered to GES and EMES policies and procedures, including the LPS Safety Program.

Lender Consulting Services, Inc. (LCS), Vice President, Due Diligence Services (6/98-11/04): Oversaw, managed, and reviewed over 5,000 Phase I, Transaction Screen, and EAQuick ESAs throughout the Northeastern United States for various lending agencies and private organizations. Reports include the collection/evaluation of topographic maps, database searches, soil/geologic information, historical records, municipal records, aerial photographs, site reconnaissance, and review of all previous site investigation reports. Involved in the hiring of report writers and field technicians for the Due Diligence Department (DDD).

Eva Jakubowska

Project Scientist

Education

B.A., History/Environmental Science, Brooklyn College, 2003

A.S., Business Administration, Brooklyn College, 2003

Licenses/Registrations

USEPA Lead Risk Assessor (Originally Issued in 2009)

Certifications

OSHA 40 Hazwoper Certified

OSHA 30 Certified

OSHA Confined Space Entry Certified

Airtek 4-hour Mold Awareness

NYSDEC Erosion and Sediment Control

Years with LiRo: 8

Years with Other Firms: 8

PROFESSIONAL PROFILE

Ms. Jakubowska is a Project Scientist with over 16 years of experience performing New York City (NYC) area Phase I/II Environmental Site Assessments (ESAs), hazardous material assessments, spill investigations, brownfield site investigations, soil and ground water sampling, mold and asbestos surveys, lead investigations, and oversight of remediation systems operation and monitoring. Ms. Jakubowska has also performed mold air sampling and mold surveys. Her experience also includes interpreting construction drawings and specifications and knowledge of NYSDEC regulations.

LIRO EXPERIENCE – 2011 - PRESENT

New York City Department of Design and Construction (NYCDDC) Office of Environmental and Geotechnical Services (OEGS) Requirements Contract for Environmental Services, NY: Ms. Jakubowska served as Environmental Scientist for work-order based contract to perform Phase I/Phase II ESAs and corridor studies in support of NYCDDC property acquisition and corridor rehabilitation projects. Hundreds of task orders have been issued and completed. She is LiRo's lead field scientist and has performed all aspects of Phase I site inspections as well as Phase II site investigation field work including drilling supervision, borehole logging, monitoring well installation, subsurface soil sampling, and groundwater sampling. She also has provided CAMP monitoring, SWPPP inspection, UST closure oversight and other specialized services.

NYCDDC Site Remediation System Monitoring, Five Boroughs, NY: Ms. Jakubowska was the Environmental Technician responsible for collecting monitoring data and evaluating system performance at active remediation sites through the NYCDDC. Primary duties included the collection of subsurface pressure data, measurement of groundwater/product levels in wells, collection of remedial system influent and effluent samples, and recording system operating parameters.

New York City School Construction Authority (NYCSCA), NY: Ms. Jakubowska performed site assessments for the construction and renovation of New York City Public Schools. Her responsibilities included the performance of Phase I ESAs, Phase II Environmental Site Investigations (ESIs), polychlorinated biphenyl (PCB) remediation, and Outdoor/Indoor Air Assessments.

New York City Economic Development Corporation (NYCEDC) Hunters Point South (HPS) Development Project, Queens, NY: Ms. Jakubowska served as environmental monitor for the Waterfront Park and infrastructure development project in Queens for the NYCEDC. The project involved conversion of the site from a 60-acre abandoned sports complex to a complex community center complete with a public school, and retail, residential, and park facilities. Contaminants at the site included historic fill, creosote soaked timbers from former bulkhead structures, and petroleum contamination from underground storage tanks (USTs). Her duties included oversight of excavation work and segregation of various waste streams, dust monitoring oversight, soil and groundwater sampling in potential petroleum contamination areas, UST and spill closure investigations, waste characterization testing of stockpiled soil, and oversight of soil transport and disposal activities.

Queens West Development Site, NY: Ms. Jakubowska served as a Project Scientist for post-excavation remedial activities at the Queens West Development site. She supervised the installation of monitoring wells including monitoring well development and groundwater sampling.

Long Island Railroad (LIRR), Morris and Richmond Hill Yard Parks, Queens, NY: Ms. Jakubowska served as a Project Scientist for the LIRR project in Queens, NY. Her responsibilities included conducting groundwater sampling events and Nitrate sampling events.

New York City Department of Environmental Protection (NYCDEP), NY: Ms. Jakubowska served as a Project/Environmental Manager handling NYCDEP "E" Designation projects from start until final construction, including closure reports.

Con Edison, Inc., Nevins Street, Brooklyn, NY: Ms. Jakubowska served as a Project Scientist and performed air monitoring during the demolition of Con Edison substations.

Con Edison, Inc., Amoco Rainey Remediation Project, NY: Ms. Jakubowska served as a Scientist/Air Monitoring Technician who was responsible for reviewing contractor submittals and preparing reports.

AIMCO Apartments, NYC, NY: Ms. Jakubowska served as Lead Risk Assessor and performed industrial hygiene sampling including building investigations, risk assessments, and clearance testing for lead hazards.

Monadnock Construction, Inc. (Monadnock) Hunters Point South (HPS) Development Project, Queens, NY: Ms. Jakubowska served as environmental monitor for the Waterfront Park and infrastructure development project in Queens for Monadnock. As indicated above, the project involved conversion of the site from a 60-acre abandoned sports complex to a complex community center complete with a public school and retail, residential, and park facilities. Contaminants at the site included historic fill, creosote soaked timbers from former bulkhead structures, and petroleum contamination from USTs. Her duties included completion of a subsurface investigation, Storm Water Pollution Prevention (SWPP) inspections, excavation oversight and waste tracking, and oversight of vapor barrier installation activities.

PREVIOUS EXPERIENCE

Shaw Environmental & Infrastructure, Inc., Holbrook, NY, Scientist II - (2010-2010)

TRC Engineers, Inc., New York, NY, Project Scientist - (2008-2010)

Hydro Tech Environmental, Inc., Brooklyn, NY, Project Manager - (2005-2008)

APPENDIX G
STATEMENT OF LIMITATIONS

STATEMENT OF LIMITATIONS

The Phase I CA portion of this report was limited to the review of commercial regulatory database report and Sanborn Fire Insurance Maps and an on-site inspection. The site inspection was limited to observation of exterior surficial conditions only from public right of way only. Such an inspection cannot be expected to reveal all hazardous materials or situations that might be present on-site; some hazardous materials or conditions may exist and not be detected because they are beyond the scope of this study. The investigation was conducted in a manner consistent with that level of care and skill exercised by environmental professionals currently practicing under similar conditions and was based on information made available to the representatives of LiRo. All documents prepared or furnished by LiRo pursuant to this project are to be used in the context of the scope of services contracted. This document is not intended or represented to be suitable for reuse by the client or others on modifications of the project scope. The Phase I CA portion of this report has been prepared for the use of the client and agents thereof.

The data presented and the opinions expressed in this report are qualified as follows:

The sole purpose of the investigation and of this report is to assess the physical characteristics of the Site with respect to the presence or absence in the environment of oil or hazardous materials and substances as defined in the applicable state and federal environmental laws and regulations and to gather information regarding current and past environmental conditions at the Site.

LiRo derived the data in this report primarily from visual inspections, examination of records in the public domain, interviews with individuals with information about the Site, and a limited number of subsurface explorations made on the date indicated. The passage of time, manifestation of latent conditions or occurrence of future events may require further exploration at the Site, analysis of the data, and reevaluation of the findings, observations, and conclusions expressed in the report.

In preparing this report, LiRo has relied upon and presumed accurate certain information (or the absence thereof) about the Site and adjacent properties provided by governmental officials and agencies, the Client, and others identified herein. Except as otherwise stated in the report, LiRo has not attempted to verify the accuracy or completeness of any such information.

The data reported and the findings, observations, and conclusions expressed in the report are limited by the Scope of Services, including the extent of subsurface exploration and other tests. The Scope of Services was defined by the requests of the Client, the time and budgetary constraints imposed by the Client, and the availability of access to the Site.

Because of the limitations stated above, the findings, observations, and conclusions expressed by LiRo in this report are not, and should not be considered, an opinion concerning the compliance of any past or present owner or operator of the site with any federal, state or local law or regulation. No warranty or guarantee, whether express or implied, is made with respect to the data reported or findings, observations, and conclusions expressed in this report. Further, such data, findings, observations, and conclusions are based solely upon site conditions in existence at the time of investigation.

This report has been prepared on behalf of and for the exclusive use of the Client, and is subject to and issued in connection with the Agreement and the provisions thereof.

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JB-PAGES (5.0)

JOINT BID

NOTICE

THE PAGES CONTAINED IN THIS JOINT BID (JB-PAGES) REPRESENT ADDITIONAL CONTRACT REQUIREMENTS APPLYING TO WORK PERFORMED IN THE PRESENCE OF PRIVATELY OWNED UTILITY FACILITIES.

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SECTION A – JOINT BID REQUIREMENTS AND STANDARD SPECIFICATIONS

SECTION A.1 - Requirements for Joint Bid Work

A. Definitions. Additional terms are defined in Standard Construction Contract.

1. “Business Days” will mean Monday through Friday, excluding holidays.

2. “City Facility(ies)” will mean any facility owned by the City, including, but not limited to, roadways, streets, highways, parkways and other thoroughfares, bridges, sewers, culverts, catch basins, chutes and water mains.

3. “Joint Bid Project(s)” will mean a construction project that the City and Utilities agree will be awarded in accordance with applicable law and will include both City Facilities and Utility Facilities.

4. ”Pre-engineer” or “Pre-engineering” will mean a process undertaken by the Utilities on all Joint Bid Projects whereby the Utilities will determine and mark-out current Utility Facilities, and design the location and/or re-location of Utility Facilities in a manner that is to the extent practicable, efficient and cost-effective for both the City and the Utilities to avoid or ameliorate disturbances to the City Facilities and the Utilities Facilities, and in which the City and Utility participate in prior to the award of a Joint Bid Project contract.

5. “Price List Work” will mean work to be performed under the Price List items, excluding JB Specialty Items and Bid Items.

6. “Public Work” will mean the following: (a) construction, reconstruction, installation, alteration, maintenance, repair, grading, re-grading, regulating and improvement of roadways, highways, streets, parkways and other thoroughfares, and bridges and (b) similarly for sewers, culverts, catch basins, chutes and water mains.

7. “Shared Items” will mean the bid items in the City’s construction contract in which the total cost will be paid for by the City and the Utilities in accordance with their share as mutually agreed upon.

8. "Specialty Contractor” will mean a contractor provided and paid for by the Utility, which may include the Utilities’ in-house field forces.

9. “Specific Public Work Items” will mean a detailed set of specifications prepared by the City based on the City’s engineering, design and plans that will represent the Public Work portion of the Joint Bid Project and it is these unit price items and quantities related to the Public Work that will be bid upon and evaluated by the City for the Public Work portion of the City’s construction contract.

10. “Specific Shared Items” will mean a detailed set of specifications prepared by the City based on the City’s engineering, design and plans that will represent the Shared Items portion of the Joint Bid Project and it is these unit prices and quantities related to Shared Items that will be bid upon and evaluated by the City for the Shared Items portion of the City’s construction contract.

11. “Specific Utility Work Items” will mean a detailed set of specifications prepared by the Utilities based on the Utility’s Pre-engineering that will represent the Utility Work

portion of the Joint Bid Project. The Specific Utility Work Items are composed of the Joint Bid Fixed Sum Items and JB Specialty Items, as described in Section A.2 below.

12. "Utility Facility(ies)" will mean the property owned by the Utilities, including, but not limited to, pipes, poles, conduits, wires, lines and other facilities, structures or property of the Utilities that may be below ground, at ground-level or above ground, that could disturb or interfere with the Public Work.

13. "Utility" or "Utilities" will mean the utility entities participating in this Joint Bid Project.

14. "Utility Work" will mean such work as is required to be performed by the Contractor during the performance of Public Work, as defined herein, in order to maintain, protect, support, shift, alter, relocate, remove, construct, and/or replace Utility Facilities at the Utilities' expense.

B. The City is bidding jointly this Contract. The City has combined its Public Work and Utility Work into one bid contract package. All prospective bidders should be alerted to the fact that the City prepared all specifications, drawings, and all other necessary contract documents for the Public Work and Utility Work.

C. The City has prepared contract documents which include specifications, drawings and all other necessary contract documents for the Public Work and Utility Work. The bid items, specifications, and estimated quantities have been designed to fully compensate the Contractor for its costs to perform the Public Work and Utility Work.

D. The Contractor agrees that its bid prices and the NYC Utility Price List prices for the Public Work and Utility Work will include all incremental costs and/ or additional compensation for performing Public Work and Utility Work including: coordination of its work with the Utilities, loss of productivity and efficiency, idle time, delays (including any delays occasioned by negotiation of a contract change), change in operations, mobilization, demobilization, remobilization, added cost or expense, loss of profit, other damages or impact costs that may be suffered by the Contractor because of direct or indirect obstructions due to the presence of Utility Facilities, such as conduits, ducts or duct banks containing conductors for live and/or abandoned electric, telephone, cable TV, any type of communication cables, "Non Cost Sharing" gas mains and services, steam mains, and various non-hazardous encasement materials or utility structures located within the Public Work project area.

E. In the bid solicitation documents, the City has provided estimated quantities for both Specific Public Work Items, Specific Utility Work Items, and Specific Shared Items. Bidders are required to bid a unit price on all Work in the Bid Schedules. For the purposes of identifying the lowest responsive and responsible bidder, a bidder's unit prices bid must be calculated based on all Work, which includes the combined Specific Public Work Items, the Specific Utility Work Items, and the Specific Shared Items.

F. If the Utility determines that the Contractor is not qualified or best suited to perform a specific scope of Utility Work, the Utility has the right to utilize their Specialty Contractors. If the Contractor claims that delays were caused by a Utility for failure to supply and/or provide Specialty Contractors in a timely manner, then the Contractor may bring a claim against the Utility. To the extent the Contractor claims that a delay was caused by a Utility, the Contractor will be limited to bringing such legal action in a court of law and may not seek arbitration over any delay claims or delay-related claims. If the Contractor and Utility initiate a legal action

against each other, this legal action will be outside the jurisdiction of the City's Contract Dispute Resolution Board process and the City will not be a party in the litigation process. Neither the Contractor nor the Utility may bring a delay claim against the City through either a court of law or the City's Contract Dispute Resolution Board process. Refer to the Standard Construction Contract for additional details. The Contractor must allow the Utility's Specialty Contractors to have reasonable access to the work area with prior notice and may, with the exception of the Utilities' in-house field forces, condition such access on proof of insurance acceptable to the Engineer.

G. The Lower Manhattan Joint Bid Agreement, dated June 6, 2006, shall not apply to this project. The Contractor agrees that the Utilities are third-party beneficiaries of the contract for a Joint Bid Project, and that the Utilities shall be entitled to rely upon and enforce any and all terms and conditions of the Contract for a Joint Bid Project as it pertains to the Contractor and the performance of the Public Work, Shared Items, and Utility Work.

SECTION A.2 – Price List Method

A. This Contract has been prepared using the Price List Method. The Price List Method consists of all of the following.

1. The Contractor bids on the items listed in the Bid Schedule ("Bid Items")
2. The Contractor agrees that the prices listed for items in the Price List ("PL Items") represent full and complete compensation for the Specific Utility Work Items listed in the NYC Utility Price List. The NYC Utility Price List prices are fixed for the duration of the Contract, regardless of any time extensions. Overtime costs incurred during the performance of the Price List Work are reimbursable in accordance with Section G.2 below.
3. The Bid Schedule contains Joint Bid Fixed Sum Items ("JB FS Items") that will be used for payment of Utility Work. These items may include:

Item No.	Description	Unit
JB-FS-AL	ALTICE JB FIXED SUM	F.S.
JB-FS-CC	CROWN CASTLE JB FIXED SUM	F.S.
JB-FS-CE	CON EDISON JB FIXED SUM	F.S.
JB-FS-EX	EXTNET JB FIXED SUM	F.S.
JB-FS-NG	NATIONAL GRID JB FIXED SUM	F.S.
JB-FS-LI	LIPA-PSEG JB FIXED SUM	F.S.
JB-FS-RC	RCN JB FIXED SUM	F.S.
JB-FS-SP	CHARTER-SPECTRUM-TW JB FIXED SUM	F.S.
JB-FS-VZ	ECS-VERIZON JB FIXED SUM	F.S.

4. If this Contract contains Specialty JB items that are not covered by the NYC Utility Price List ("JB Specialty Items"), the Contractor will bid on the JB Special items listed in the separate JB Specialty Item Bid Schedule. For clarity, standard City items that are not used in the Bid Schedule may be used as JB Specialty Items.

B. Any costs that are to be paid for by the Utility will be paid according to the JB FS Items, whether the work is a Bid Item, PL Item, or JB Specialty Item.

C. There is no restriction as to which items may be used to pay for Utility Work – any Bid Item, PL Item (regardless of the utility), or JB Specialty Item (regardless of the utility) may be used. Utility may use any applicable item from the Bid Items, the PL Items, or the JB Specialty Items, whether for anticipated or unanticipated Utility work, regardless of whether the item is considered or defined as a City item, such Utility's item, or another Utility's item. In consultation with the Utilities, the Engineer is responsible for verifying the applicability of items proposed for use by the Utilities in accordance with any agreement in effect between the City and the Utilities. The arbitrator(s) under Section A.4 shall have the sole and exclusive authority to determine which items are applicable should there be a dispute between any Utility and the Contractor on such issue.

D. Quantities of work to be paid for under the JB FS Items must be tracked separately from the quantities of work paid for under the Bid Items. The method and format of separate tracking must be submitted to the Engineer for review and processing.

E. Overruns:

1. Bid Items: Quantities of Bid Items paid for according to the JB FS Items are not overruns for the purpose of Standard Construction Contract Article 26.1. However, if

the City negotiates a new unit price for an item per Article 26.1, that new unit price will also be used for payment under the JB FS Items.

2. JB FS Items: The City will not pay the Contractor directly when there is an overrun of the JB FS Items, except when the City's RE determines that such overruns are caused by field conditions impacting planned City work, or scope of work changes. Overruns not paid by City will be paid directly to Contractor by the Utility at the established unit rate for the Bid Items, the PL Items, or the JB Specialty Items and according to the same retainage requirements as applicable between the City and the Contractor. In order to facilitate the shared cost reconciliation between the City and the Utilities, the Contractor must provide details of all payments from the Utilities. These details must include the items, quantities, and amounts that are covered by the payment.

   In the event that funds are insufficient in the Utility budget code to continue payments under the JB FS Item, the Engineer may determine that all future payments under the JB FS Item are overruns, and will be paid directly to the Contractor by the Utility as specified in the paragraph above.

F. Extra Work:

1. If during construction the Contractor encounters utility facilities interferences or utility scope of work that it believes is not covered by the Contract, then the Contractor must immediately notify the City and the Utility in writing, describing the nature and location of the extra work in question. The Utility then has five (5) business days to investigate the conditions and then either:

   i. Advise the Contractor and the City in writing that no interference with its facilities exists at the location in question, and hence that the Contractor may proceed with City work without providing for any impact from Company facilities;

   ii. Advise the Contractor and the City in writing that the Contract items provide for the scope of work encountered, specifying the exact unit items that cover the work;

   iii. Advise the Contractor and the City in writing that it intends to perform the necessary utility work with Utility forces or with Specialty Contractors, but not limited to, relocating its facility out of the way of the proposed City work. In this case, the Utility must provide a written schedule for the performance of the utility work it proposes to perform, which shall be subject to approval by the City based on its impact to the Contractor's currently approved progress schedule. Upon approval of the Utility's schedule by the City, the Contractor must provide access to the worksite to the Utility and/or any Specialty Contractors hired by it to perform this utility work. If necessary, the City may grant a contract time extension for delays caused by the performance of such utility work by the Utility.

   iv. Reasonably specify in writing the scope of work to be performed by the Contractor on behalf of the Company that is not covered under the Contract, including, but not limited to, relocating, supporting, and/or protecting the Utility's facilities, and/or shifting the City facility if approved by the Engineer, and/or otherwise changing its operations to work in the presence of the Utility's facilities. Should the Utility elect this option, it must adequately define and provide an initial price offer for the work required to be performed.

2. For items not included in the Bid Items, PL Items, or JB Specialty Items ("Utility Extra Work"), the Utility and the Contractor will directly negotiate unit rates, lump sum amounts, or agree to payment on a Time and Material Basis. In this case, the requirements above for overruns apply for payment. The Utility may select whether the Extra Work will be paid under the appropriate JB FS Item or paid directly from the Utility, unless such payment would cause an overrun of the JB FS Item and the Extra Work will be paid directly from the Utility. In this case, the requirements above for overruns apply for payment. If Extra Work agreed to on a Time and Material Basis is not calculated in accordance with Article 26 of the Standard Construction Contract, this Extra Work must be paid directly to the Contractor by the Utility.

   In order to facilitate the shared cost reconciliation between the City and the Utilities, the Contractor must provide details of all payments from the Utilities. These details must include the items, quantities, and amounts that are covered by the payment.

G. Overtime on Utility Work:

1. Acceleration of Utility Work

   The Contractor will be paid under this article for Utility Work deemed necessary by the Commissioner (in consultation with the Utility) to accelerate Specific Utility Work Items during critical periods. Such accelerated Utility Work includes:

   A. 100% of the premium portions of overtime pay for working during non-scheduled work hours which must be defined as those hours of work outside the permissible hours stated in the original contract OCMC Traffic Stipulations; or,

   B. The premium portion of overtime pay for overtime actually worked beyond the 40-hour work week but within the permissible hours of work stated in the original contract OCMC Traffic Stipulations; or,

   C. All other incidental expenditures caused by modifications of project site regulations or administrative requirements ordered by the Commissioner (in consultation with the Utility) that result in additional costs to perform Contract Work as specified.

   Such accelerated Utility Work must be paid for under the appropriate JB FS Item in accordance with the requirements of Articles 25 and 26 of the Standard Construction Contract.

   Payment made under this article must cover the cost of all labor, materials, plant, equipment, insurance, and incidentals necessary to accelerate the work as ordered by the Commissioner (in consultation with the Utility).

   This article may only be applied to Utility Work performed prior to Substantial Completion of the Project.

2. Overtime on Price List Work

   When Price List Work is performed off shift or on weekends, 100% of the premium portions of overtime pay will be paid under this Section.

   For clarity, overtime pay on Price List Work performed during the hours stated in the OCMC Traffic Stipulations included in the solicitation is eligible for reimbursement under this article.

Such overtime costs will be paid under the appropriate JB FS Item in accordance with the requirements of Articles 25 and 26 of the Standard Construction Contract, with no compensation for overhead and profit.

Payment made under this Section will cover the cost of all labor, materials, plant, equipment, insurance, and incidentals necessary to accelerate the work as ordered by the Commissioner (in consultation with the Utility).

This article may only be applied to Utility Work performed prior to Substantial Completion of the Project.

SECTION A.3 - Standard Specifications for Joint Bid Work

A. The Contractor is be responsible for performing work in accordance with the Private Utilities reference document called “JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN”, dated August 1, 2005, as amended below and in Section C.

B. Refer to the Private Utility reference document called “JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN”, Specification for JB 450, pages 56, 57, and 58;

Note: Items under JB 450 are task driven operation items and are not based on crew size. These items are divided into three unique types, each of which provides a description of applicability and typical use. The “Method of Measurement”, on page 57, states that “The actual crew performing the operation will not be considered by the facility operator, in consultation with the Resident Engineer, when determining the applicable Unit Item Type, which will be only as per the task performed."

C. Refer to the Private Utility reference document called “JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN”, Specification for JB 225, page 10, Article A. Description;

Delete the last four lines of text in their entirety, beginning with the words: “accordance with Specification under Addendum #1, . . .”;

Substitute the following revised text: “accordance with Specification Section 7.18 – Controlled Low Strength Material (CLSM), in the Standard Highway Specification. All backfill within the maximum excavation limits shown in Sketch No. JB 225 will be of controlled low strength material (CLSM) in compliance with requirements of Section 7.18, and its cost will be deemed included in this item.”

D. Refer to the Private Utility reference document called “JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN”, Specification for JB 225, page 10, Article B. Materials;

Delete the first sentence in its entirety, beginning with the words: “Furnish Controlled Low Strength Material fill or backfill . . .”;Substitute the following revised sentence: “Furnish Controlled Low Strength Material fill or backfill as required and specified in Section 7.18 – Controlled Low Strength Material (CLSM), of the Standard Highway Specification.”

E. Refer to the Private Utility reference document called “JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN”, Specification for JB 226, page 12, Article A. Description;

Delete the last five lines of text in their entirety, beginning with the words: “accordance with Specification under Addendum #1, . . .”;

Substitute the following revised text: “accordance with Specification Section 7.18 – Controlled Low Strength Material (CLSM), in the Standard Highway Specification. All backfill within the maximum excavation limits shown in Sketch No. JB 225 will be of controlled low strength material (CLSM) backfill in compliance with Section 7.18 in the Standard Highway Specifications, and its cost will be deemed included in this item.”

F. Refer to the Private Utility reference document called “JOINT-BIDDING SPECIFICATIONS AND SKETCHES FOR LOWER MANHATTAN”, Specification for JB 226, page 12, Article B. Materials;

   Delete the first sentence in its entirety, beginning with the words: “Furnish controlled low strength material fill or backfill . . .”;

   Substitute the following revised sentence: “Furnish controlled low strength material fill or backfill as required and specified in Section 7.18 – Controlled Low Strength Material (CLSM), of the Standard Highway Specification.”

G. Section JB 350 is not applicable and deemed deleted. The Contractor will not be paid separately to modify means and methods around overhead utilities; those costs must be included in the prices bid for all work.

H. Section JB 900 is not applicable and deemed deleted.

SECTION A.4 – Resolution of Certain Disputes Arising Between the Contractor and the Utilities (Appendix "JB-A")

A.1.0 Applicability. In recognition of the usefulness of a process of alternative dispute resolution for its efficiency, speed and cost-effectiveness in managing conflict and settling disputes that may arise under, or by virtue of, these special provisions of Joint Bidding, the City and Utilities have agreed to the procedures set forth in this **Appendix "JB-A**." Accordingly, this **Appendix "JB-A"** will apply to disputes between the Contractor and the Utilities that arise in relation to this Contract, except for those disputes between the Contractor and the Utilities relating to delay claims, as described in Section A.1, Article F of these JB-Pages.

A.1.1 The Utilities' Responsibilities. If the Utility identifies an issue in the payment requisition for the Utility Work, the Utility will immediately notify the City and the Contractor by a written notice. After sending such written notice, the Utility agrees to meet with the Contractor to resolve the issue. If the issue cannot be resolved, then the Utility or the Contractor will seek to resolve the issue through the arbitration process as set forth herein.

A.1.2 No Extra Or Disputed Work. If the Utility determines that the alleged extra Utility Work or the disputed Utility Work is part of the City's Contract Documents and denies the Contractor's claim or request for a change order, then after receiving the Utility's written response, the Contractor will either accept the Utility's determination or immediately seek to have the issue resolved through the arbitration process as set forth herein.

A.1.3 Extra Work. If the Utility determines that there is extra Utility Work, the extra Utility Work will be paid for based on the contract rates as set forth in A.2 of these JB-Pages. If all or a portion of the agreed upon extra Utility Work items are not in the contract rates, then the Utility and the Contractor will negotiate the cost of the extra Utility Work with each other with the understanding that the performance of Public and Utility Work will continue during all negotiations and discussions. If the parties reach an agreement on cost for the extra Utility Work, then the Contractor and the Utility will submit to the City's RE a copy of the agreed upon prices together with supporting documentation. If the parties do not reach an agreement on cost for the extra Utility Work, then the parties will immediately arbitrate the issue as set forth herein.

A.2.0 Joint Bid Projects. Disputes that arise under this Appendix, as described above in paragraph A.1.0, will be resolved in accordance with the provisions of this **Appendix "JB-A"**. **Appendix "JB-A"** will NOT apply to any disputes between the City and the Contractor, or any disputes between the City and the Utilities. Since the arbitration of Utility interference disputes, as described in Article A.1.0 above, is a matter solely between the Utilities and the Contractor, and since the parties agree to reduce or eliminate any costs to the City relating to any arbitration pursuant to this **Appendix "JB-A"**, the parties hereby agree that:

A.2.1 The City will not be a party in the arbitration process;

A.2.2 Neither the Contractor nor the Utilities will call as a witness in the arbitration process any City employee, agent or consultant, including the City's RE, his staff or City inspection personnel;

A.2.3 The City will not be responsible for any costs, fees or monetary awards or price adjustments associated in any way with the arbitration process described in this **Appendix "JB-A"**; and

A.2.4 Notwithstanding Articles A.2.1 and A.2.2, the City's obligation to furnish information to the parties will be limited to those requests as set forth under the New York State Freedom of Information Law, as amended.

A.3.0 Pre-Arbitration Procedures.

A.3.1 Should a dispute arise between any Utility and the Contractor pursuant to Article A.1.0 of this Appendix, the disputing party will notify the City and the other party in writing within two (2) Business Days of the dispute that a dispute exists, and briefly describe; (i) the nature of the dispute; and (ii) the proposed resolution and rationale supporting its proposal.

A.3.2 After notifying the City of the dispute, the disputing parties will have fifteen

(15) Business Days to meet, discuss the issues, exchange documents and/or exchange offers with due diligence and in good faith in order to reach an agreement and resolve the dispute.

A.3.3. If the disputing parties reach an agreement, they will immediately notify the City in writing that the dispute has been resolved and describe the terms of the resolution.

A.3.4 If the disputing parties have not reached an agreement within fifteen (15) Business Days of the date the City was first notified of the dispute, the Contractor will, within five (5) Business Days thereafter, submit to the Utility a written Final Offer, which will consist of: (i) a description (e.g., units and quantities) of all reasonable and necessary disputed work or extra work which the Contractor contends are not covered by application of the contract rates; and (ii) a detailed breakdown of the Contractor's proposed prices (e.g., unit prices and quantities) for such work.

A.3.5 Upon receipt of the Contractor's Final Offer, the Utility will, within five (5) Business Days, either accept the Contractor's Final Offer or submit to the Contractor a written Final Offer which will consist of: (i) a description (e.g., units and quantities) of all reasonable and necessary disputed work or extra work, if any; and (ii) a detailed breakdown of the Utility's proposed prices (e.g., unit prices and quantities) for such work, if applicable.

A.3.6 Once Final Offers have been exchanged by the parties, they may not be modified or withdrawn by either party except by mutual agreement or final settlement of the dispute.

A.3.7 Upon exchange of Final Offers, the Contractor will have three (3) Business Days, to either accept or reject the Utility's Final Offer. If the Contractor rejects the Utility's Final Offer, then either the Contractor or the Utility will submit the dispute to the American Arbitration Association ("AAA") to be resolved in accordance with the Construction Industry Arbitration Rules ("Rules") in effect on the date the arbitration is initiated, except as such Rules are modified herein.

A.3.8 Each of the steps described above will be a condition precedent to the obligations of the parties in succeeding steps. Since **Time is of the Essence**, should either party fail to comply with any of the pre-arbitration procedures described above, that party will be deemed to be in default. If, upon receipt of written notice of default by the other party, the defaulting party has not cured the default within three (3) Business Days, the other party may proceed to arbitration solely on the issue of whether the defaulting party was in default of these pre-arbitration procedures. If, after hearing evidence, the arbitrator(s) determine that the defaulting party was in default of these pre-arbitration procedures, then the arbitrator(s) will enter a final decision in favor of the other party in accordance with the Final Offer submitted by the other party or, if no Final Offer has been submitted prior to the default, according to the last written proposal submitted by the other party.

A.4.0 General Provisions.

A.4.1 The Utility agrees to pay for any disputed or extra Utility Work while the arbitration proceeding is pending based on the Utility's Final Offer.

A.4.2 All determinations by the parties required by this **Appendix "JB-A"** will be clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination.

A.4.3 The Utility agrees to copy the City on all communications involving the arbitration process and to notify the City of the final determination.

A.4.4 The Utility agrees to pay the Contractor directly for any final settlement for extra Utility Work that may be agreed to by the Utilities and the Contractor or any final award for extra Utility Work issued by the arbitrator(s), less credits for any payments previously made by the Utility to the Contractor.

A.4.5 All of the contract defined terms will apply here, as if they were re-stated herein.

A.4.6 Since **Time Is Of The Essence** on all Joint Bid Projects, whenever there is a dispute pursuant to this **Appendix "JB-A"**, the terms of the City's Construction Contract will remain in full force and effect, and the Contractor will continue performing all of the Contract Work and the Utility Work as directed by the City.

A.4.7 The timeframes set forth herein have been established to ensure that the Joint Bid Project does not stop for any disputes between the Contractor and the Utility.

A.4.8 All of the timeframes are measured in Business Days, which include Monday, Tuesday, Wednesday, Thursday and Friday, but exclude holidays.

A.4.9 For all disputes that arise under **Appendix "JB-A"**, the City's role will be limited to receiving copies of all written communications.

A.4.10 The Contractor and all subcontractors hired by it agree to waive any rights they may have, if any, under law, equity, contract or otherwise to compel the City to assert any right the City may have, including the issuance of any directives or so-called "order outs" under the New York City Administrative Code, to require any or all of the Utilities to maintain, repair, replace, protect, support, shift, alter, relocate, and/or remove Utility facilities in connection with work to be performed under this contract. However, nothing in this Agreement will preclude the City from exercising its rights under the law, including the right to issue such a directive to a Utility.

A.4.11 Each Utility will be named as an additional insured on all insurance policies required to be maintained by the Contractor in connection with the Joint Bid Project. The actual incremental cost, if any, to the Contractor of providing such insurance coverage will be borne by the Contractor. The Contractor will provide a written statement from its insurance provider documenting this added coverage to the Utility. Under no circumstances will the cost of insurance coverage on behalf of the Utility be borne by the City. Nothing in this paragraph will be interpreted to imply the City's acceptance of any additional responsibility or liability for any matter related to the performance of Utility Work. In particular, with regard to any Utility Work performed in accordance with or through this **Appendix "JB-A"**, the Utility and the Contractor bear joint and full responsibility to ensure that any Utility Work performed by the Contractor is in compliance with all applicable government and Utility regulations.

A.5.0 <u>The Arbitration Procedures</u>.

A.5.1 Once the AAA has appointed an arbitrator(s), the arbitration will be scheduled as promptly as possible given the arbitrator(s) and the parties' schedules.

A.5.2 No later than fourteen (14) calendar days prior to the first day of arbitration, the Utility and Contractor will submit to the arbitrator(s), and to each other, a summary of each party's respective position, all documentary, photographic or physical evidence on which the party intends to rely, and such other information as is deemed appropriate, along with a copy of each party's "Final Offer" as described above.

A.5.3 The arbitration will be conducted and concluded in two (2) days.

A.5.4 On the morning of the first (1st) day of the arbitration, Contractor and/or representatives will have 3½ hours to make a presentation of its claim to the arbitrator(s). During its presentation, Contractor will not be permitted to produce any evidence that has not already been provided to the Utility and the arbitrator(s) pursuant to Paragraph A.5.2, above. Contractor will be permitted to produce any analysis or description of its claim that has been prepared for the purpose of its presentation.

A.5.5 After the Contractor's presentation, Utility and/or its representatives will have 2 hours to ask the Contractor questions about its claim and its presentation. Thereafter, the arbitrator(s) will have 2 hours to ask the Contractor questions about its claim and its presentation.

A.5.6 On the morning of the second (2nd) day of the arbitration, Utility and/or its representatives will have 3½ hours to make a presentation of its claim to the arbitrator(s). During its presentation, the Utilities will not be permitted to produce any evidence that has not already been provided to the Contractor and the arbitrator(s) pursuant to Paragraph A.5.2, above. The Utility will be permitted to produce any analysis or description of its claim that has been prepared for the purpose of its presentation.

A.5.7 After the Utility's presentation, the Contractor and/or its representatives will have 2 hours to ask the Utility questions about its claim and its presentation. Thereafter, the arbitrator(s) will have 2 hours to ask the Utility questions about its claim and its presentation.

A.5.8 Subject to the above maximum time limitations set forth above, the arbitrator(s) may conduct the arbitration in such manner as the arbitrator(s) deems reasonable.

A.5.9 The arbitrator(s) will then have one (1) week to select in writing, as the arbitrators' award, that party's Final Offer that appears to be more reasonable, based on the presentations at the arbitration hearings.

A.5.10 The arbitrator(s) will have no discretion to grant an award other than one of the two (2) Final Offers submitted by the parties.

A.5.11 The arbitration award will be final and binding upon the parties to the arbitration and judgment upon the award may be entered in a court having jurisdiction.

A.5.12 Any award for work that has already been performed will be paid on the 7th day after receipt of the arbitrator's decision, or on the 30th day after completion of the work, whichever is later. Payment for work not yet completed at the time of the arbitrator's decision will be paid within thirty

(30) calendar days of completion of work. Interest will accrue from the date payment is due at the rate of nine (9%) percent per annum. Either party may cause judgment to be entered in accordance with the decision of the arbitrator(s) in a court in the State of New York, County of New York.

A.5.13 The Utility and the Contractor initially will share the arbitrator's(s') fees and any other costs of the arbitration equally. The non-prevailing party will then pay all arbitrator's(s') fees and costs of the arbitration and will reimburse the prevailing party for its share of such fees and costs theretofore paid.

A.5.14 The parties may, at any time, settle any matter submitted to arbitration.

A.5.15 Since **Time is of the Essence**, should any party, at any time after the dispute has been submitted for arbitration, materially fail to comply with: (i) the Rules, (ii) any of these arbitration procedures, or (iii) any procedural decisions by the arbitrator(s), then the arbitrator(s) will enter an order directing the party to cure its non-compliance within five (5) Business Days. If the party fails to comply with the order of the arbitrator(s) order within the five (5) Business Days, upon receipt of evidence that the non-complying party has failed to comply with the arbitrator's(s') order, the arbitrator(s) will enter a final decision in favor of the other party in accordance with the other party's Final Offer.

END OF JB-PAGES SECTION A
(NO FURTHER TEXT ON THIS PAGE)

SECTION B. NYC JOINT BID ITEM PRICE LIST

NYCDDC Infrastructure Division - Joint Bid Utility Price List

Item No.	Item Description	Unit	Price
JB 100.1	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION (TYPE .1)	EACH	$ 620
JB 100.2	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION (TYPE .2)	EACH	$ 929
JB 100.3	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION (TYPE .3)	EACH	$ 1,219
JB 100.4	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION (TYPE .4)	EACH	$ 1,482
JB 100.5	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION (TYPE .5)	EACH	$ 2,039
JB 100.6	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION (TYPE .6)	EACH	$ 2,179
JB 100.7	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION (TYPE .7)	EACH	$ 2,363
JB 101.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .1)	EACH	$ 3,099
JB 101.2	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .2)	EACH	$ 3,556
JB 101.3	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .3)	EACH	$ 4,796
JB 101.4	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .4)	EACH	$ 5,075
JB 101.5	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .5)	EACH	$ 6,144
JB 101.6	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .6)	EACH	$ 6,723
JB 101.7	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .7)	EACH	$ 6,805
JB 102.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36" DIAMETER (TYPE .1)	EACH	$ 3,861
JB 102.2	UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36" DIAMETER (TYPE .2)	EACH	$ 4,338
JB 102.3	UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36" DIAMETER (TYPE .3)	EACH	$ 5,176
JB 102.4	UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36" DIAMETER (TYPE .4)	EACH	$ 5,919
JB 102.5	UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36" DIAMETER (TYPE .5)	EACH	$ 6,558
JB 102.6	UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36" DIAMETER (TYPE .6)	EACH	$ 6,945
JB 102.7	UTILITIES CROSSING TRENCH FOR SEWERS OVER 24" TO 36" DIAMETER (TYPE .7)	EACH	$ 8,151
JB 103.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMETER (TYPE .1)	EACH	$ 4,525
JB 103.2	UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMETER (TYPE .2)	EACH	$ 5,318

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Item No.	Item Description	Unit	Price
JB 103.3	UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMETER (TYPE .3)	EACH	$ 6,616
JB 103.4	UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMATER (TYPE .4)	EACH	$ 7,779
JB 103.5	UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMATER (TYPE .5)	EACH	$ 9,308
JB 103.6	UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMATER (TYPE .6)	EACH	$ 9,978
JB 103.7	UTILITIES CROSSING TRENCH FOR SEWERS OVER 36" TO 48" DIAMATER (TYPE .7)	EACH	$10,648
JB 104.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 48" TO 54" DIAMETER (TYPE .1)	EACH	$ 4,982
JB 104.2	UTILITIES CROSSING TRENCH FOR SEWERS OVER 48" TO 54" DIAMETER (TYPE .2)	EACH	$ 5,510
JB 104.3	UTILITIES CROSSING TRENCH FOR SEWERS OVER 48" TO 54" DIAMETER (TYPE .3)	EACH	$ 6,575
JB 104.4	UTILITIES CROSSING TRENCH FOR SEWERS OVER 48" TO 54" DIAMETER (TYPE .4)	EACH	$ 7,388
JB 104.5	UTILITIES CROSSING TRENCH FOR SEWERS OVER 48" TO 54" DIAMETER (TYPE .5)	EACH	$ 8,602
JB 104.6	UTILITIES CROSSING TRENCH FOR SEWERS OVER 48" TO 54" DIAMETER (TYPE .6)	EACH	$ 9,000
JB 104.7	UTILITIES CROSSING TRENCH FOR SEWERS OVER 48" TO 54" DIAMETER (TYPE .7)	EACH	$ 9,568
JB 105.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 54" TO 60" DIAMETER (TYPE .1)	EACH	$ 5,343
JB 105.2	UTILITIES CROSSING TRENCH FOR SEWERS OVER 54" TO 60" DIAMETER (TYPE .2)	EACH	$ 5,913
JB 105.3	UTILITIES CROSSING TRENCH FOR SEWERS OVER 54" TO 60" DIAMETER (TYPE .3)	EACH	$ 7,304
JB 105.4	UTILITIES CROSSING TRENCH FOR SEWERS OVER 54" TO 60" DIAMETER (TYPE .4)	EACH	$ 8,506
JB 105.5	UTILITIES CROSSING TRENCH FOR SEWERS OVER 54" TO 60" DIAMETER (TYPE .5)	EACH	$10,209
JB 105.6	UTILITIES CROSSING TRENCH FOR SEWERS OVER 54" TO 60" DIAMETER (TYPE .6)	EACH	$10,831
JB 105.7	UTILITIES CROSSING TRENCH FOR SEWERS OVER 54" TO 60" DIAMETER (TYPE .7)	EACH	$10,150
JB 106.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 60" TO 72" DIAMETER (TYPE .1)	EACH	$ 5,584
JB 106.2	UTILITIES CROSSING TRENCH FOR SEWERS OVER 60" TO 72" DIAMETER (TYPE .2)	EACH	$ 6,161
JB 106.3	UTILITIES CROSSING TRENCH FOR SEWERS OVER 60" TO 72" DIAMETER (TYPE .3)	EACH	$ 7,595
JB 106.4	UTILITIES CROSSING TRENCH FOR SEWERS OVER 60" TO 72" DIAMETER (TYPE .4)	EACH	$ 8,828

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Item No.	Item Description	Unit	Price
JB 106.5	UTILITIES CROSSING TRENCH FOR SEWERS OVER 60" TO 72" DIAMETER (TYPE .5)	EACH	$10,460
JB 106.6	UTILITIES CROSSING TRENCH FOR SEWERS OVER 60" TO 72" DIAMETER (TYPE .6)	EACH	$11,090
JB 106.7	UTILITIES CROSSING TRENCH FOR SEWERS OVER 60" TO 72" DIAMETER (TYPE .7)	EACH	$11,719
JB 107.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 72" TO 84" DIAMETER (TYPE .1)	EACH	$ 5,894
JB 107.2	UTILITIES CROSSING TRENCH FOR SEWERS OVER 72" TO 84" DIAMETER (TYPE .2)	EACH	$ 6,583
JB 107.3	UTILITIES CROSSING TRENCH FOR SEWERS OVER 72" TO 84" DIAMETER (TYPE .3)	EACH	$ 8,017
JB 107.4	UTILITIES CROSSING TRENCH FOR SEWERS OVER 72" TO 84" DIAMETER (TYPE .4)	EACH	$ 9,305
JB 107.5	UTILITIES CROSSING TRENCH FOR SEWERS OVER 72" TO 84" DIAMETER (TYPE .5)	EACH	$11,170
JB 107.6	UTILITIES CROSSING TRENCH FOR SEWERS OVER 72" TO 84" DIAMETER (TYPE .6)	EACH	$11,598
JB 107.7	UTILITIES CROSSING TRENCH FOR SEWERS OVER 72" TO 84" DIAMETER (TYPE .7)	EACH	$12,026
JB 108.1	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .1)	EACH	$ 945
JB 108.2	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .2)	EACH	$ 1,627
JB 108.3	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .3)	EACH	$ 2,317
JB 108.4	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .4)	EACH	$ 2,959
JB 108.5	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .5)	EACH	$ 3,450
JB 108.6	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .6)	EACH	$ 3,864
JB 108.7	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .7)	EACH	$ 4,735
JB 109.1	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .1)	EACH	$ 1,370
JB 109.2	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .2)	EACH	$ 1,904
JB 109.3	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .3)	EACH	$ 2,576
JB 109.4	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .4)	EACH	$ 3,298
JB 109.5	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .5)	EACH	$ 3,822
JB 109.6	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .6)	EACH	$ 4,284

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Item No.	Item Description	Unit	Price
JB 109.7	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .7)	EACH	$ 4,440
JB 110.1	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 24" AND UP TO 36" DIAMETER (TYPE .1)	EACH	$ 1,786
JB 110.2	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 24" AND UP TO 36" DIAMETER (TYPE .2)	EACH	$ 2,302
JB 110.3	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 24" AND UP TO 36" DIAMETER (TYPE .3)	EACH	$ 2,971
JB 110.4	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 24" AND UP TO 36" DIAMETER (TYPE .4)	EACH	$ 3,753
JB 110.5	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 24" AND UP TO 36" DIAMETER (TYPE .5)	EACH	$ 4,391
JB 110.6	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 24" AND UP TO 36" DIAMETER (TYPE .6)	EACH	$ 5,050
JB 110.7	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 24" AND UP TO 36" DIAMETER (TYPE .7)	EACH	$ 5,906
JB 111.1	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 36" AND UP TO 48" DIAMETER (TYPE .1)	EACH	$ 2,224
JB 111.2	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 36" AND UP TO 48" DIAMETER (TYPE .2)	EACH	$ 2,976
JB 111.3	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 36" AND UP TO 48" DIAMETER (TYPE .3)	EACH	$ 3,959
JB 111.4	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 36" AND UP TO 48" DIAMETER (TYPE .4)	EACH	$ 5,038
JB 111.5	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 36" AND UP TO 48" DIAMETER (TYPE .5)	EACH	$ 5,947
JB 111.6	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 36" AND UP TO 48" DIAMETER (TYPE .6)	EACH	$ 6,745
JB 111.7	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 36" AND UP TO 48" DIAMETER (TYPE .7)	EACH	$ 8,427
JB 112.1	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 48" AND UP TO 54" DIAMETER (TYPE .1)	EACH	$ 2,220
JB 112.2	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 48" AND UP TO 54" DIAMETER (TYPE .2)	EACH	$ 2,877
JB 112.3	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 48" AND UP TO 54" DIAMETER (TYPE .3)	EACH	$ 3,993
JB 112.4	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 48" AND UP TO 54" DIAMETER (TYPE .4)	EACH	$ 5,147
JB 112.5	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 48" AND UP TO 54" DIAMETER (TYPE .5)	EACH	$ 6,037
JB 112.6	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 48" AND UP TO 54" DIAMETER (TYPE .6)	EACH	$ 6,794
JB 112.7	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 48" AND UP TO 54" DIAMETER (TYPE .7)	EACH	$ 8,029
JB 113.1	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 54" AND UP TO 60" DIAMETER (TYPE .1)	EACH	$ 2,557

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Item No.	Item Description	Unit	Price
JB 113.2	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 54" AND UP TO 60" DIAMETER (TYPE .2)	EACH	$ 3,464
JB 113.3	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 54" AND UP TO 60" DIAMETER (TYPE .3)	EACH	$ 4,602
JB 113.4	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 54" AND UP TO 60" DIAMETER (TYPE .4)	EACH	$ 5,784
JB 113.5	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 54" AND UP TO 60" DIAMETER (TYPE .5)	EACH	$ 6,644
JB 113.6	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 54" AND UP TO 60" DIAMETER (TYPE .6)	EACH	$ 7,488
JB 113.7	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 54" AND UP TO 60" DIAMETER (TYPE .7)	EACH	$ 8,714
JB 114.1	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 60" AND UP TO 72" DIAMETER (TYPE .1)	EACH	$ 2,699
JB 114.2	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 60" AND UP TO 72" DIAMETER (TYPE .2)	EACH	$ 3,897
JB 114.3	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 60" AND UP TO 72" DIAMETER (TYPE .3)	EACH	$ 5,850
JB 114.4	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 60" AND UP TO 72" DIAMETER (TYPE .4)	EACH	$ 7,595
JB 114.5	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 60" AND UP TO 72" DIAMETER (TYPE .5)	EACH	$ 8,990
JB 114.6	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 60" AND UP TO 72" DIAMETER (TYPE .6)	EACH	$ 9,950
JB 114.7	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 60" AND UP TO 72" DIAMETER (TYPE .7)	EACH	$10,260
JB 115.1	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 72" AND UP TO 84" DIAMETER (TYPE .1)	EACH	$ 3,112
JB 115.2	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 72" AND UP TO 84" DIAMETER (TYPE .2)	EACH	$ 4,458
JB 115.3	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 72" AND UP TO 84" DIAMETER (TYPE .3)	EACH	$ 6,569
JB 115.4	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 72" AND UP TO 84" DIAMETER (TYPE .4)	EACH	$ 8,658
JB 115.5	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 72" AND UP TO 84" DIAMETER (TYPE .5)	EACH	$10,240
JB 115.6	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 72" AND UP TO 84" DIAMETER (TYPE .6)	EACH	$11,241
JB 115.7	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 72" AND UP TO 84" DIAMETER (TYPE .7)	EACH	$11,633
JB 116.1	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 84" (TYPE .1)	EACH	$ 3,377
JB 116.2	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 84" (TYPE .2)	EACH	$ 4,852
JB 116.3	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 84" (TYPE .3)	EACH	$ 7,016

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Item No.	Item Description	Unit	Price
JB 116.4	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 84" (TYPE .4)	EACH	$ 9,344
JB 116.5	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 84" (TYPE .5)	EACH	$11,085
JB 116.6	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 84" (TYPE .6)	EACH	$12,198
JB 116.7	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 84" (TYPE .7)	EACH	$12,592
JB 200	EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTION PIPES	L.F.	$ 261
JB 225.1A	INSTALLATION AND REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES	EACH	$ 4,352
JB 225.1B	INSTALLATION AND REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES AT AN ADDITIONAL DEPTH OF UP TO 3 FEET	EACH	$ 4,925
JB 225.2A	INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES	EACH	$ 2,176
JB 225.2B	INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES AT AN ADDITIONAL DEPTH OF UP TO 3 FEET	EACH	$ 2,749
JB 225.3A	REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES	EACH	$ 1,998
JB 300A	SPECIAL CARE EXCAVATION AND BACKFILLING FOR TRANSMISSION MAINS (TRANSMISSION MAIN IS DESCRIBED AS ANY GAS MAIN WITH A MAOP GREATER THAN 124-PSIG)	C.Y.	$ 338
JB 300.1	SPECIAL CARE EXCAVATION AND BACKFILLING IN TRENCH LESS THAN 5' DEEP	C.Y.	$ 281
JB 300.2	SPECIAL CARE EXCAVATION AND BACKFILLING IN TRENCH GREATER THAN 5' DEEP	C.Y.	$ 319
JB 301	SPECIAL CARE EXCAVATION AND BACKFILLING FOR OIL-O-STATIC PIPE	C.Y.	$ 427
JB 303	FURNISH, DELIVER AND INSTALL TYPE 3/8 CLEAN SAND BACKFILL	C.Y.	$ 224
JB 306	SPECIAL CARE EXCAVATION AND BACKFILLING WITHIN A CITY TRENCH	C.Y.	$ 294
JB 330E	SUPPORT AND PROTECTION OF UTILITY FACILITIES DURING EXCAVATION	L.F.	$ 192
JB 330G	SUPPORTS FOR PARALLEL FULLY EXPOSED GAS MAINS IN TRENCH	EACH	$ 1,764
JB 330T1	SUPPORT AND PROTECTION OF COMMUNICATION UTILITY FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN PARALLELING COMMUNICATION FACILITIES LIE COMPLETELY IN THE PROPOSED CITY TRENCH	L.F.	$ 166
JB 330T2.1	COMMUNICATIONS FACILITY OPERATOR(S) REQUESTS THE TRENCH BE WIDENED	L.F.	$ 373
JB 330T2.2	COMMUNICATION FACILITY OPERATOR(S) REQUESTS THE TRENCH / SHEETING BE MODIFIED	L.F.	$ 483

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Item No.	Item Description	Unit	Price
JB 351	INSTALL AND REMOVE "A" FRAME ON UTILITY POLES	EACH	$ 1,533
JB 400	TEST PITS FOR UTILITY FACILITIES	C.Y.	$ 355
JB 401	TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES	C.Y.	$ 380
JB 401A	SPECIAL CARE PAVEMENT EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES CONNECTED TO THE BASE PAVEMENT	C.Y.	$ 378
JB 401AC	SPECIAL CARE PAVEMENT EXCAVATION FOR ADJUSTMENT OF CABLE TV FACILITIES CONNCETED TO THE BASE PAVEMENT	C.Y.	$ 378
JB 401AT	SPECIAL CARE PAVEMENT EXCAVATION FOR ADJUSTMENT OF TELECOMMUNICATION FACILITIES CONNECTED TO OR NEAR THE BASE PAVEMENT	C.Y.	$ 378
JB 402.1	EXISTING CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT	L.F.	$ 76
JB 402.1A	EXISTING CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	$ 87
JB 402.2	EXISTING NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT	L.F.	$ 50
JB 402.2A	EXISTING NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	$ 62
JB 402T.1	EXISTING CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT	L.F.	$ 76
JB 402T.1A	EXISTING CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	$ 83
JB 402T.2	EXISTING NON-CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT	L.F.	$ 55
JB 402T.2A	EXISTING NON-CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	$ 71
JB 402T.3	ACM REMOVAL AND DISPOSAL OF VERIZON/ECS CONDUITS WITH ASBESTOS CONTAINING MATERIAL TRANSITE PIPES (ACM-TP) UP TO AND INCLUDING 4” DIAMETER	L.F.	$ 107
JB 402T.J1	EXISTING CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT - JOINTS BROKEN OUT AND CONDUITS REMAIN INTACT	L.F.	$ 76

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Item No.	Item Description	Unit	Price
JB 402T.J1A	EXISTING CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT - JOINTS BROKEN OUT AND CONDUITS REMAIN INTACT	L.F.	$ 86
JB 402T.J2	EXISTING NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT - JOINTS BROKEN OUT AND CONDUITS REMAIN INTACT	L.F.	$ 63
JB 402T.J2A	EXISTING NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT - JOINTS BROKEN OUT AND CONDUITS REMAIN INTACT	L.F.	$ 71
JB 402T.R1A	EXISTING CONCRETE ENCASED STEEL/IRON CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	$ 79
JB 402T.R2A	EXISTING NON - CONCRETE ENCASED STEEL/IRON CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	$ 63
JB 402T.V1	EXISTING VACANT CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT	L.F.	$ 78
JB 402T.V1A	EXISTING VACANT CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	$ 53
JB 402T.V2	EXISTING VACANT NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT	L.F.	$ 65
JB 402T.V2A	EXISTING VACANT NON-CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	$ 73
JB 405.1	TRENCH EXCAVATION FOR INSTALLATION OF UTILITY FACILITIES WITH TOTAL DEPTHS LESS THAN FIVE FEET	C.Y.	$ 398
JB 405.2	TRENCH EXCAVATION FOR INSTALLATION OF UTILITY FACILITIES WITH TOTAL DEPTHS EQUAL TO OR GREATER THAN FIVE FEET, REQUIRING SHEETING	C.Y.	$ 482
JB 406	EXCAVATION FOR UTILITY STRUCTURE	C.Y.	$ 332
JB 410.1	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES UP TO AND INCLUDING 20% (TYPE .1)	C.Y.	$ 397
JB 410.2	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES OVER 20% AND UP TO AND INCLUDING 40% (TYPE .2)	C.Y.	$ 473
JB 410.3	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES OVER 40% AND UP TO AND INCLUDING 60% (TYPE .3)	C.Y.	$ 553

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Item No.	Item Description	Unit	Price
JB 410.4	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES OVER 60% AND UP TO AND INCLUDING 80% (TYPE .4)	C.Y.	$ 682
JB 410.5	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES UP TO AND INCLUDING 20% WITH TRENCH DEPTH EQUAL TO OR GREATER THAN FIVE FEET (TYPE .5)	C.Y.	$ 772
JB 410.6	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES OVER 20% AND UP TO AND INCLUDING 40% WITH TRENCH DEPTH EQUAL TO OR GREATER THAN FIVE FEET (TYPE .6)	C.Y.	$ 809
JB 410.7	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES OVER 40% AND UP TO AND INCLUDING 60% WITH TRENCH DEPTH EQUAL TO OR GREATER THAN FIVE FEET (TYPE .7)	C.Y.	$ 897
JB 410.8	MASS TRENCH EXCAVATION FOR UTILITY FACILITIES OVER 60% AND UP TO AND INCLUDING 80% WITH TRENCH DEPTH EQUAL TO OR GREATER THAN FIVE FEET (TYPE .8)	C.Y.	$ 985
JB 450.1	CONSTRUCTION FIELD SUPPORT - SURVEY CREW (TYPE .1)	CREW/HR	$ 382
JB 450.2	CONSTRUCTION FIELD SUPPORT - SMALL SIZE CREW (TYPE .2)	CREW/HR	$ 538
JB 450.3	CONSTRUCTION FIELD SUPPORT - MEDIUM SIZE CREW (TYPE .3)	CREW/HR	$ 1,294
JB 450.5	CONSTRUCTION FIELD SUPPORT - MEDIUM SIZE CREW (TYPE .5) PIPE-RIPPING SUPPORT	CREW/HR	$ 1,089
JB 636 EA	ADJUSTMENT OF UTILITY HARDWARE (UNDER 7" WIDTH)	EACH	$ 229
JB 636 EB	ADJUSTMENT OF UTILITY HARDWARE (7" TO UNDER 14" WIDTH)	EACH	$ 385
JB 636 EC	ADJUSTMENT OF UTILITY HARDWARE (14" TO UNDER 30" WIDTH)	EACH	$ 981
JB 636 ED	ADJUSTMENT OF UTILITY HARDWARE (30" TO UNDER 34" WIDTH)	EACH	$ 1,029
JB 636 EE	ADJUSTMENT OF UTILITY HARDWARE (34" TO UNDER 41" WIDTH)	EACH	$ 1,176
JB 636 EG	ADJUSTMENT OF UTILITY HARDWARE (41" TO UNDER 75" WIDTH)	EACH	$ 1,323
JB 636 EH	ADJUSTMENT OF UTILITY HARDWARE (75" TO UNDER 125" WIDTH)	EACH	$ 1,485
JB 636 EI	ADJUSTMENT OF UTILITY HARDWARE (125" TO UNDER 170" WIDTH)	EACH	$ 1,638
JB 636 MA	ADJUSTMENT OF UTILITY HARDWARE 7" to 30" MILLING / RESURFACING	EACH	$ 140
JB 636 MB	MODIFICATION OF WORK METHODS TO ACCOMMODATE UTILITY HARDWARE (7" TO UNDER 14" WIDTH)	EACH	$ 169
JB 636 MC	MODIFICATION OF WORK METHODS TO ACCOMMODATE UTILITY HARDWARE (14" TO UNDER 30" WIDTH)	EACH	$ 184
JB 636 MD	MODIFICATION OF WORK METHODS TO ACCOMMODATE UTILITY HARDWARE (30" TO UNDER 34" WIDTH)	EACH	$ 198

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Item No.	Item Description	Unit	Price
JB 636 ME	MODIFICATION OF WORK METHODS TO ACCOMMODATE UTILITY HARDWARE (34" TO UNDER 41" WIDTH)	EACH	$ 223
JB 636 MG	MODIFICATION OF WORK METHODS TO ACCOMMODATE UTILITY HARDWARE (41" TO UNDER 75" WIDTH)	EACH	$ 253
JB 636 MH	MODIFICATION OF WORK METHODS TO ACCOMMODATE UTILITY HARDWARE (75" TO UNDER 125" WIDTH)	EACH	$ 287
JB 636 MI	MODIFICATION OF WORK METHODS TO ACCOMMODATE UTILITY HARDWARE (125" TO UNDER 170" WIDTH)	EACH	$ 323
JB 636 SB	ADJUSTMENT TO UTILITY STEAM CASTINGS (UNDER AND INCLUDING 8" WIDTH)	EACH	$ 263
JB 636 SC	ADJUSTMENT OF UTILITY STEAM CASTINGS (ABOVE 8" TO 34" WIDTH)	EACH	$ 778
JB 700	SPECIAL MODIFICATION OF WORK METHODS TO ACCOMMODATE/PROTECT UNDERGROUND FACILITIES WITH LIMITED COVER	C.Y.	$ 146
JB 711	USE SHEETING LINE AS FORM	L.F.	$ 7
JB 781	REMOVABLE CURB SIDEWALK PANEL FOR ACCESS TO UTILITY STRUCTURE OPENINGS	EACH	$ 1,742
JB 798	MODIFICATION OF NON-CONCRETE YOKE TROLLEY STRUCTURES REMOVAL WHEN CROSSING UTILITY FACILITIES	L.F.	$ 359
JB 799	MODIFICATION OF NON-CONCRETE YOKE TROLLEY STRUCTURES REMOVAL PARALLEL TO UTILITY FACILITIES	L.F.	$ 113
JB 800	MODIFICATION OF CONCRETE YOKE TROLLEY STRUCTURE REMOVAL WHEN CROSSING UTILITY FACILITIES	L.F.	$ 269
JB 801	MODIFICATION OF CONCRETE YOKE TROLLEY STRUCTURE REMOVAL PARALLEL TO UTILITY FACILITIES	L.F.	$ 137
JB 802A	SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK	S.F.	$ 6
JB 802B	SPECIAL CARE EXCAVATION AND RESOTRATION FOR CURB WORK	L.F.	$ 13
JB 803.1	LINE CUT BY PNEUMATIC TOOLS IN LIEU OF SAW CUT ASSOCIATED WITH RDWY REMOVAL (LINE CUT ASPHALT)	L.F.	$ 12
JB 803.2	LINE CUT BY PNEUMATIC TOOLS IN LIEU OF SAW CUT ASSOCIATED WITH ROADWAY REMOVAL OPERATIONS (LINE CUT ANY COMBINATION OF ASPHALT AND CONCRETE ROADWAY)	L.F.	$ 24
JB 803.3	LINE CUT BY PNEUMATIC TOOLS IN LIEU OF SAW CUT ASSOCIATED WITH ASPHALT, CONCRETE AND BELGIAN BLOCK ROADWAY REMOVAL OPERATIONS	L.F.	$ 34

END OF JB-PAGES SECTION B
(NO FURTHER TEXT ON THIS PAGE)

SECTION C. JOINT BID SPECIAL SPECIFICATIONS

conEdison

JOB NO: HWX402 TEST PIT # 11

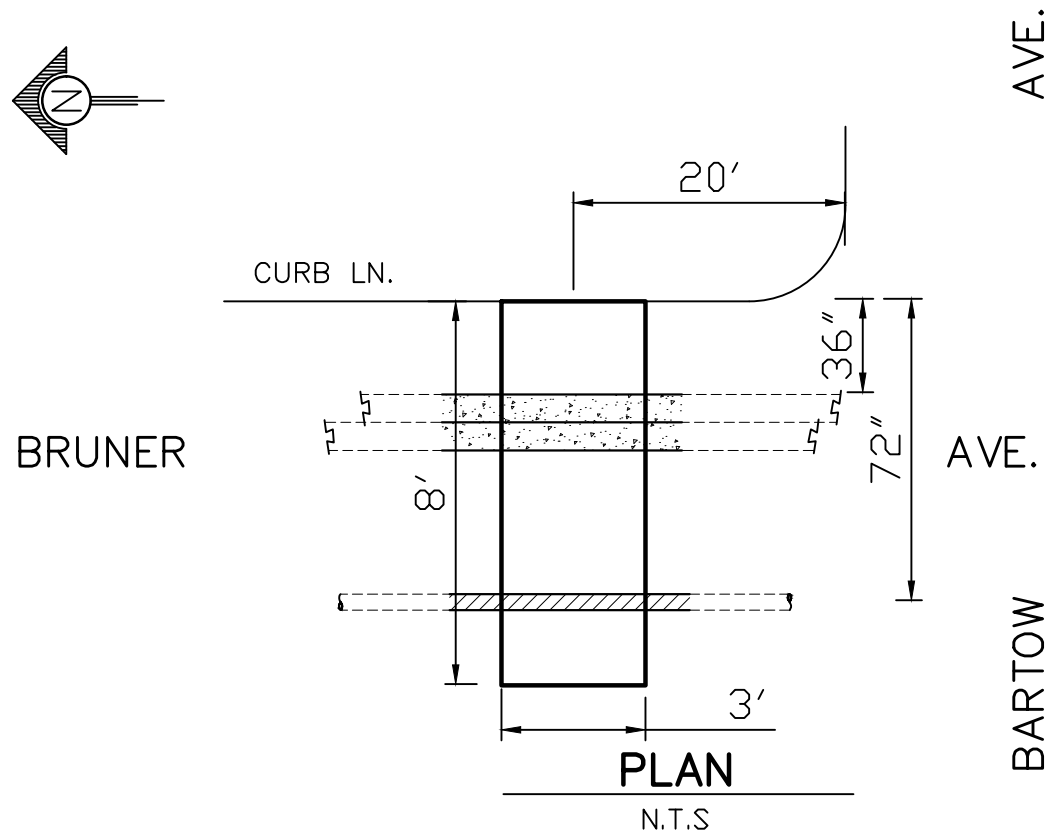
PREPARED BY: B. BOCTOR DATE: 10/18/23

CHECKED BY: B. BALFOUR DATE: 10/18/23

JOB NAME: RECONSTRUCTION OF BRUNER & ELY LOCATION: E/S BRUNER AVE. 20' N/N/C BARTOW AVE.

PURPOSE: LOCATE UNDERGROUND UTILITIES IN INTERFERENCE W/ CB —

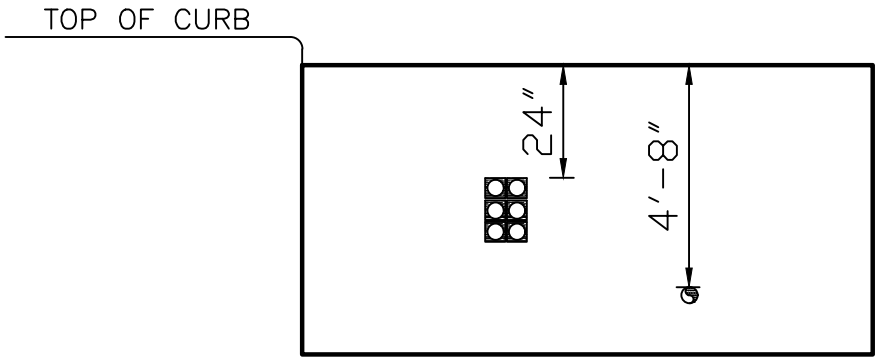
DATE OF EXCAVATION: 6-01-23 CONTRACT SHEET NO: 15 OF 55



PLAN

N.T.S

JB
225
100
330E



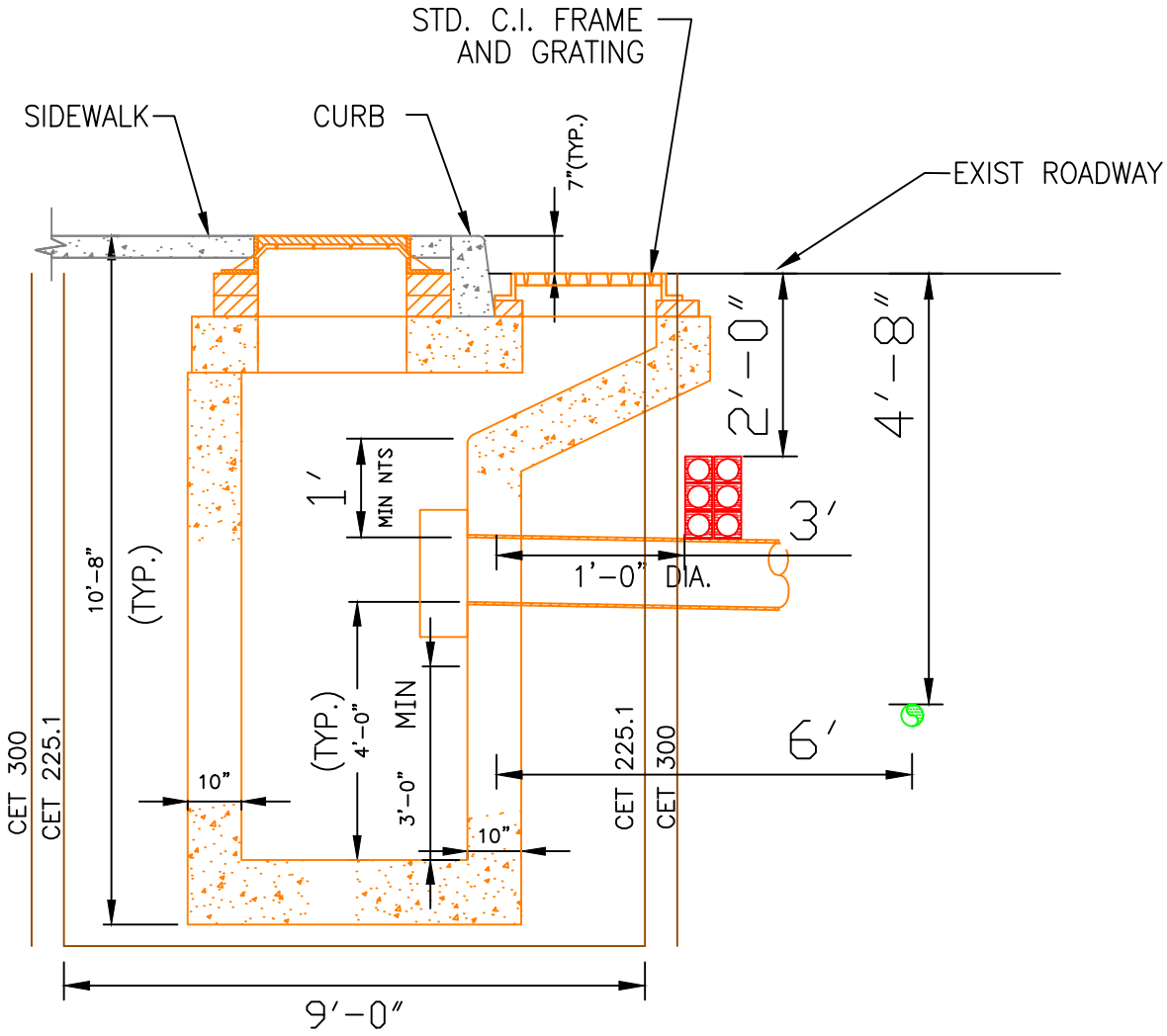
conEdison

TYPE 3 CATCH BASIN

REQD. FOR CONTRACT NO. HWX402

LOCATION E/S BRUNER AVE. 20' N/N/C BARTOW AVE.

TEST PIT NO. 1



PROFILE – LOOKING SOUTH

N.T.S.

conEdison

JOB NO: HWX402 TEST PIT # 7

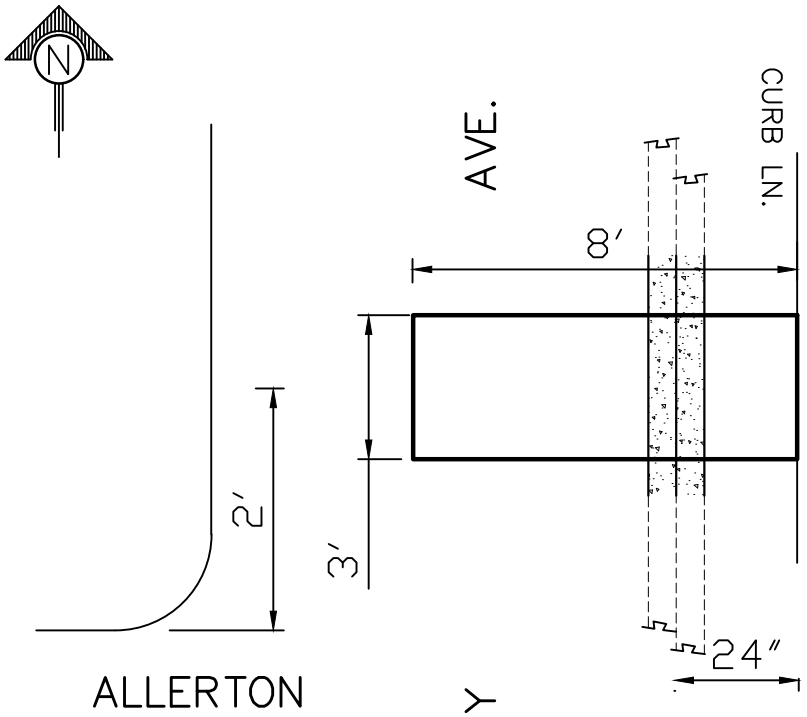
PREPARED BY: B. BOCTOR DATE: 10/18/23

CHECKED BY: B. BALFOUR DATE: 10/18/23

JOB NAME: RECONSTRUCTION OF BRUNER & ELY LOCATION: E/S ELY AVE. 2' N/N/C ALLERTON AVE.

PURPOSE: LOCATE UNDERGROUND UTILITIES IN INTERFERENCE W/ CB —

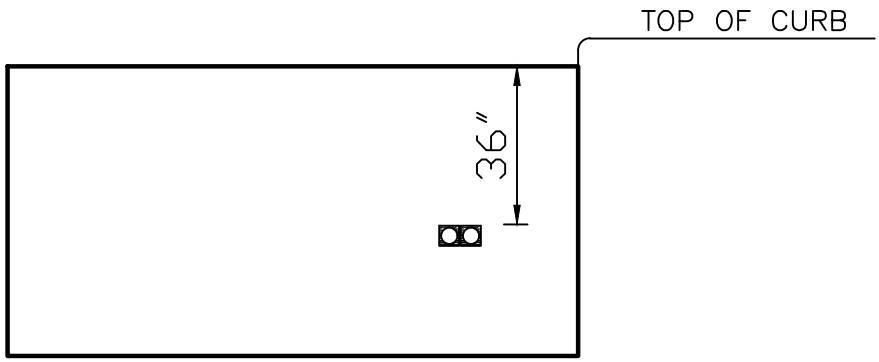
DATE OF EXCAVATION: 5-31-23 CONTRACT SHEET NO: 17 OF 55



PLAN

N.T.S

JB
225
100
330E



PROFILE – LOOKING NORTH

N.T.S.

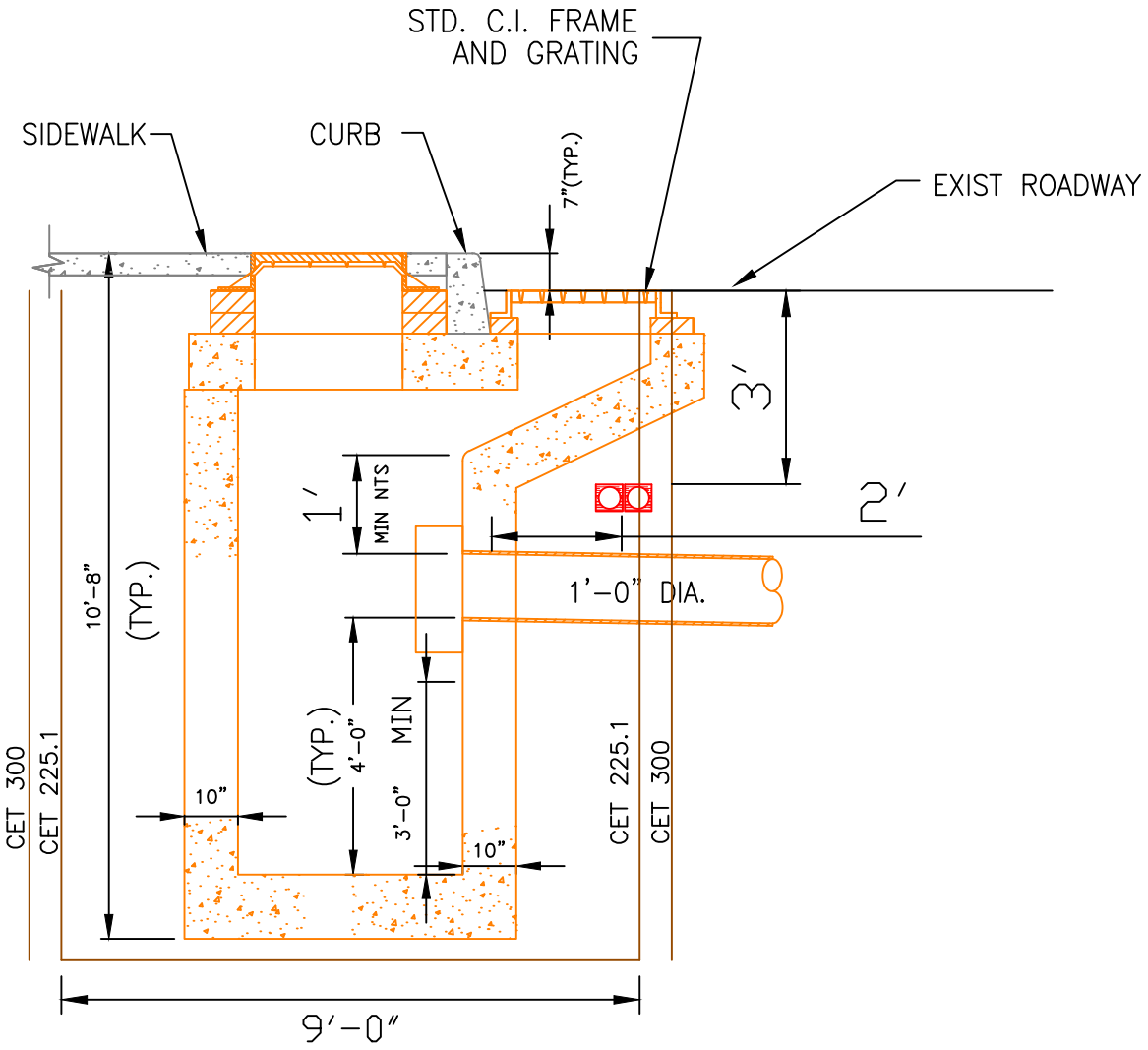
conEdison

TYPE 3 CATCH BASIN

REQD. FOR CONTRACT NO. HWX402

LOCATION E/S ELY AVE. 2' N/N/C ALLERTON AVE.

TEST PIT NO. 7



PROFILE – LOOKING SOUTH

N.T.S.

conEdison

JOB NO: HWX402 TEST PIT # 11

PREPARED BY: B. BOCTOR DATE: 10/18/23

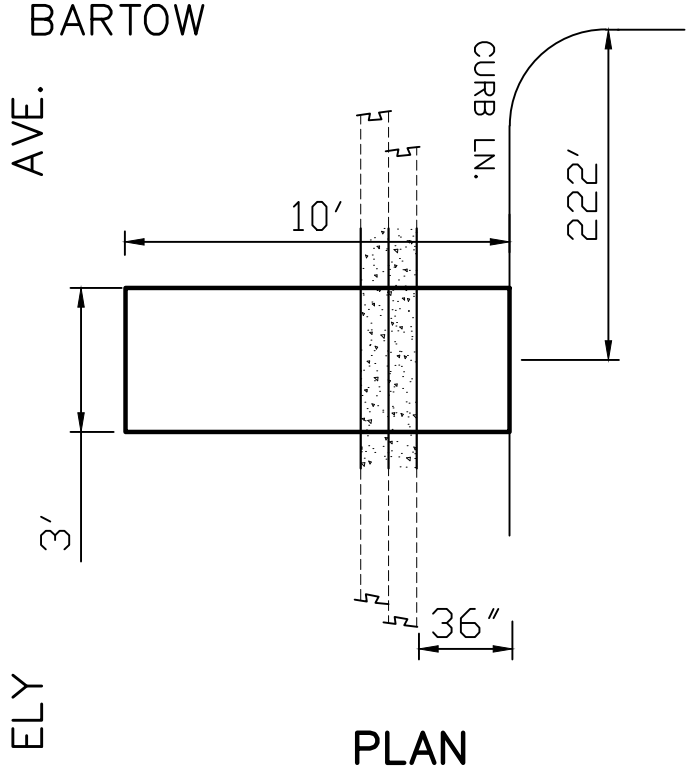
CHECKED BY: B. BALFOUR DATE: 10/18/23

JOB NAME: RECONSTRUCTION OF BRUNER & ELY LOCATION: E/S ELY AVE. 83' N/N/C ALLERTON AVE.

PURPOSE: LOCATE UNDERGROUND UTILITIES IN INTERFERENCE W/ CB —

DATE OF EXCAVATION: 5-30-23 CONTRACT SHEET NO: 18 OF 55

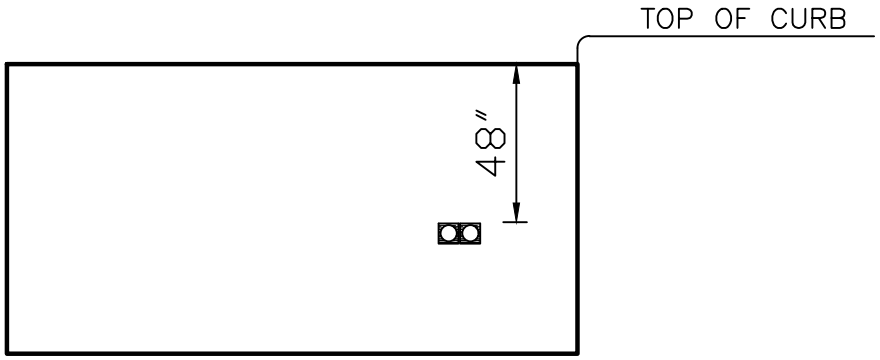




PLAN

N.T.S

JB
225
100
330E



PROFILE – LOOKING NORTH

N.T.S.

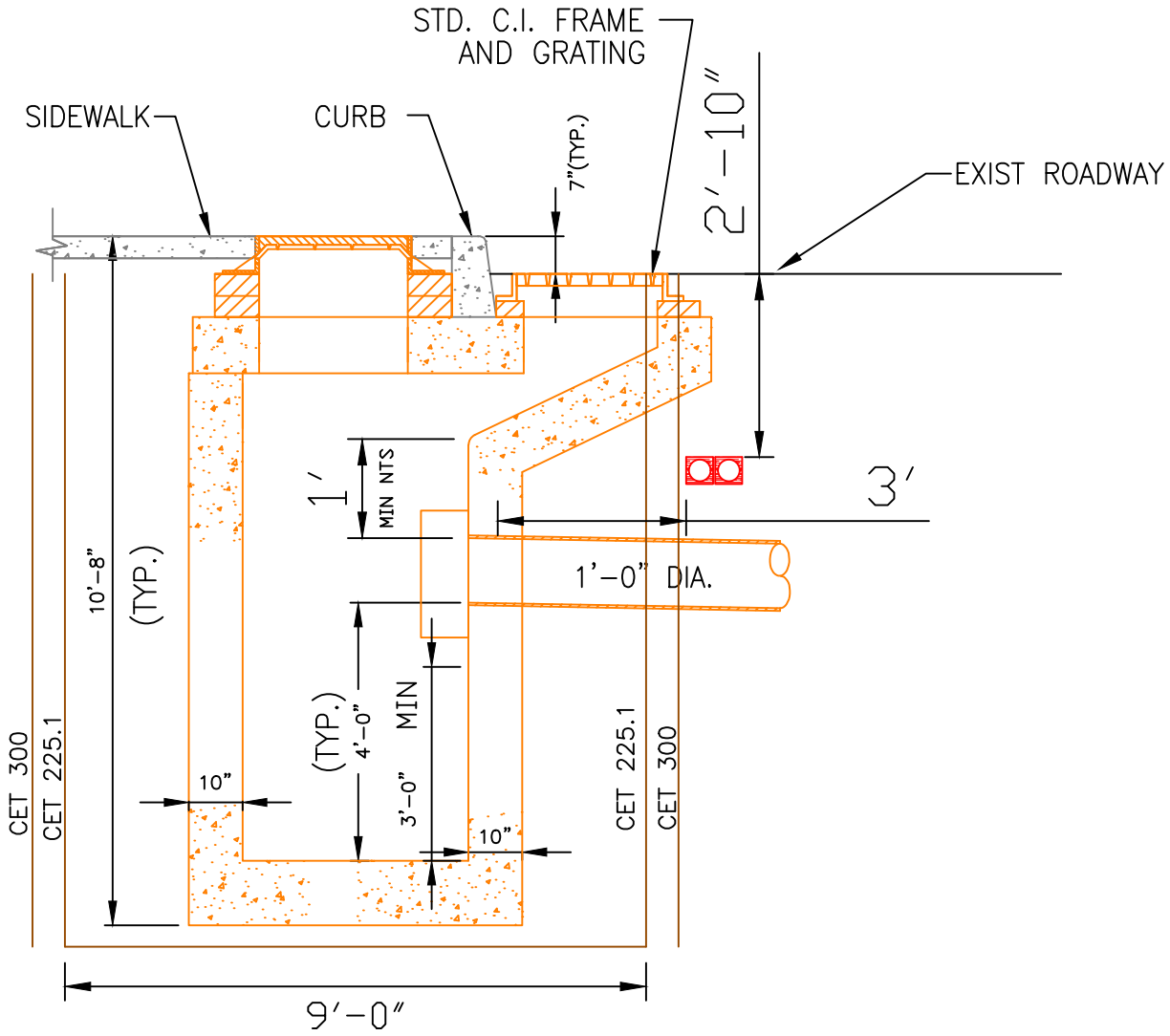
conEdison

TYPE 3 CATCH BASIN

REQD. FOR CONTRACT NO. HWX402

LOCATION E/S ELY AVE. 83' N/N/C ALLERTON AVE.

TEST PIT NO. 11



PROFILE – LOOKING SOUTH

N.T.S.

conEdison

JOB NO: HWX402 TEST PIT # 09

PREPARED BY: B. BOCTOR DATE: 10/18/23

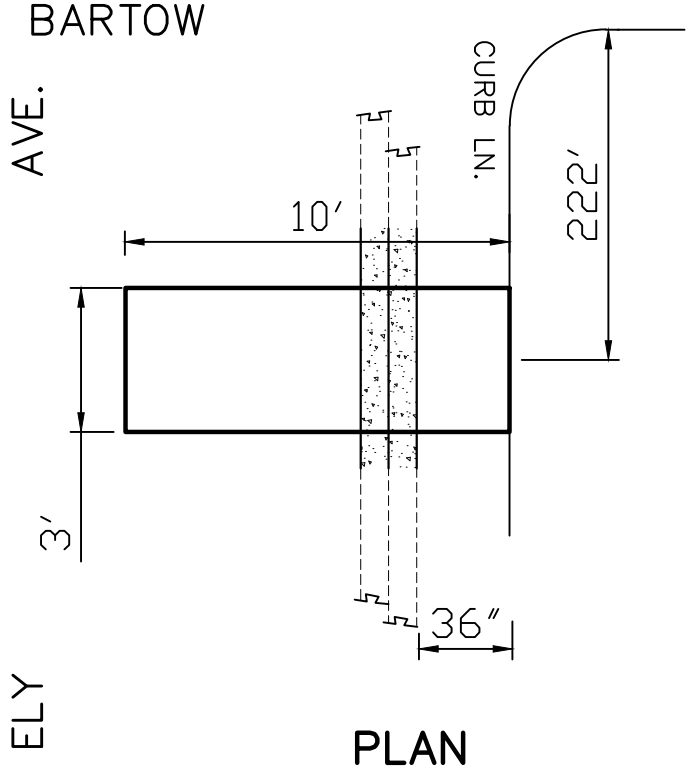
CHECKED BY: B. BALFOUR DATE: 10/18/23

JOB NAME: RECONSTRUCTION OF BRUNER & ELY LOCATION: E/S ELY AVE. 222' S/S/C BARTOW AVE.

PURPOSE: LOCATE UNDERGROUND UTILITIES IN INTERFERENCE W/ CB —

DATE OF EXCAVATION: 5-30-23 CONTRACT SHEET NO: 18 OF 55

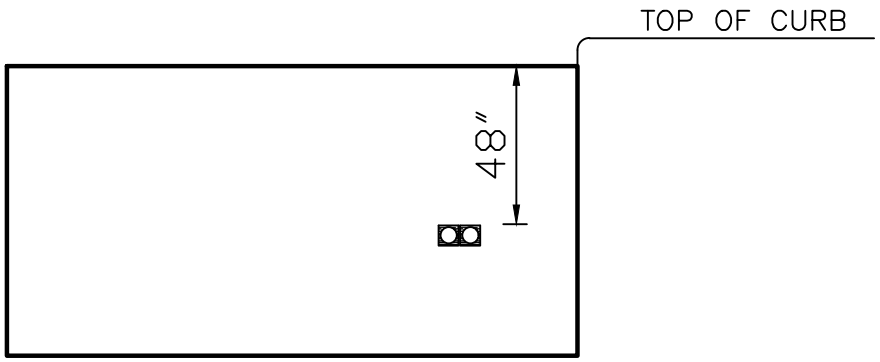




PLAN

N.T.S

JB
225
100
330E



PROFILE – LOOKING NORTH

N.T.S.

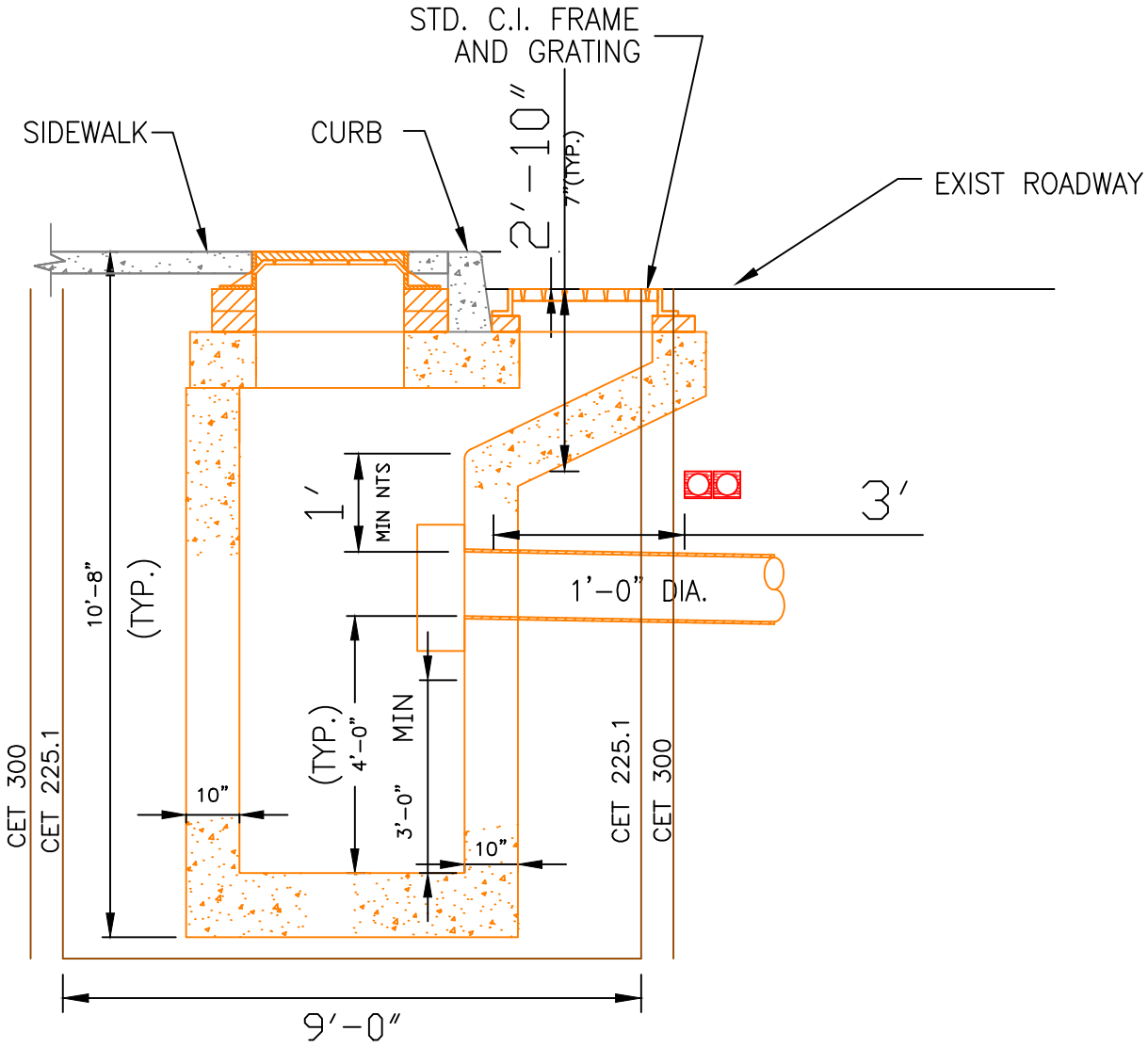
conEdison

TYPE 3 CATCH BASIN

REQD. FOR CONTRACT NO. HWX402

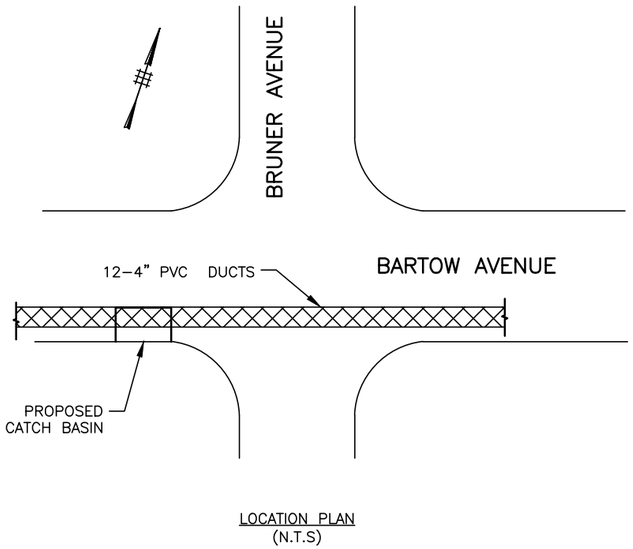
LOCATION E/S ELY AVE. 222' S/S/C BARTOW AVE.

TEST PIT NO. 9

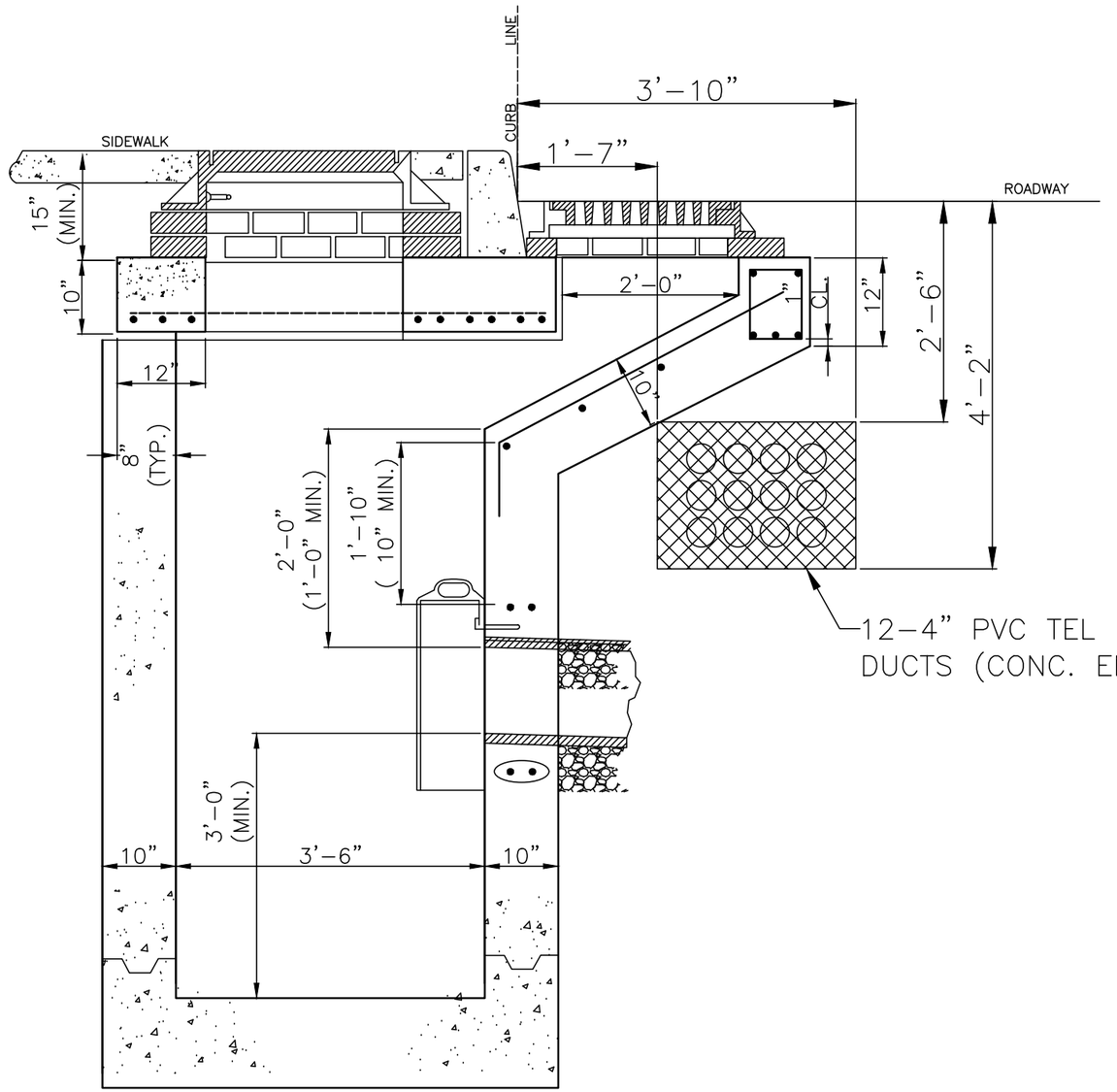


PROFILE – LOOKING SOUTH

N.T.S.



LOCATION PLAN
(N.T.S)



NOTE:
UTILITY LOCATIONS
PER ECS TEST PIT #1

LOCATION 1
TYPE 3 CATCH BASIN REQUEST
SOUTHWEST CORNER OF INTERSECTION OF BARTOW AVENUE & BRUNER AVENUE

SCALE NTS

EMPIRE CITY SUBWAY CO/LTD
A Verizon Company

ECS
TYPE 3 CATCHBASIN REQUEST
HWX402 – BOROUGHS OF BRONX

EMPIRE CITY CO/LTD SUBWAY
A Verizon Company

SHEET NO. 1 OF 1

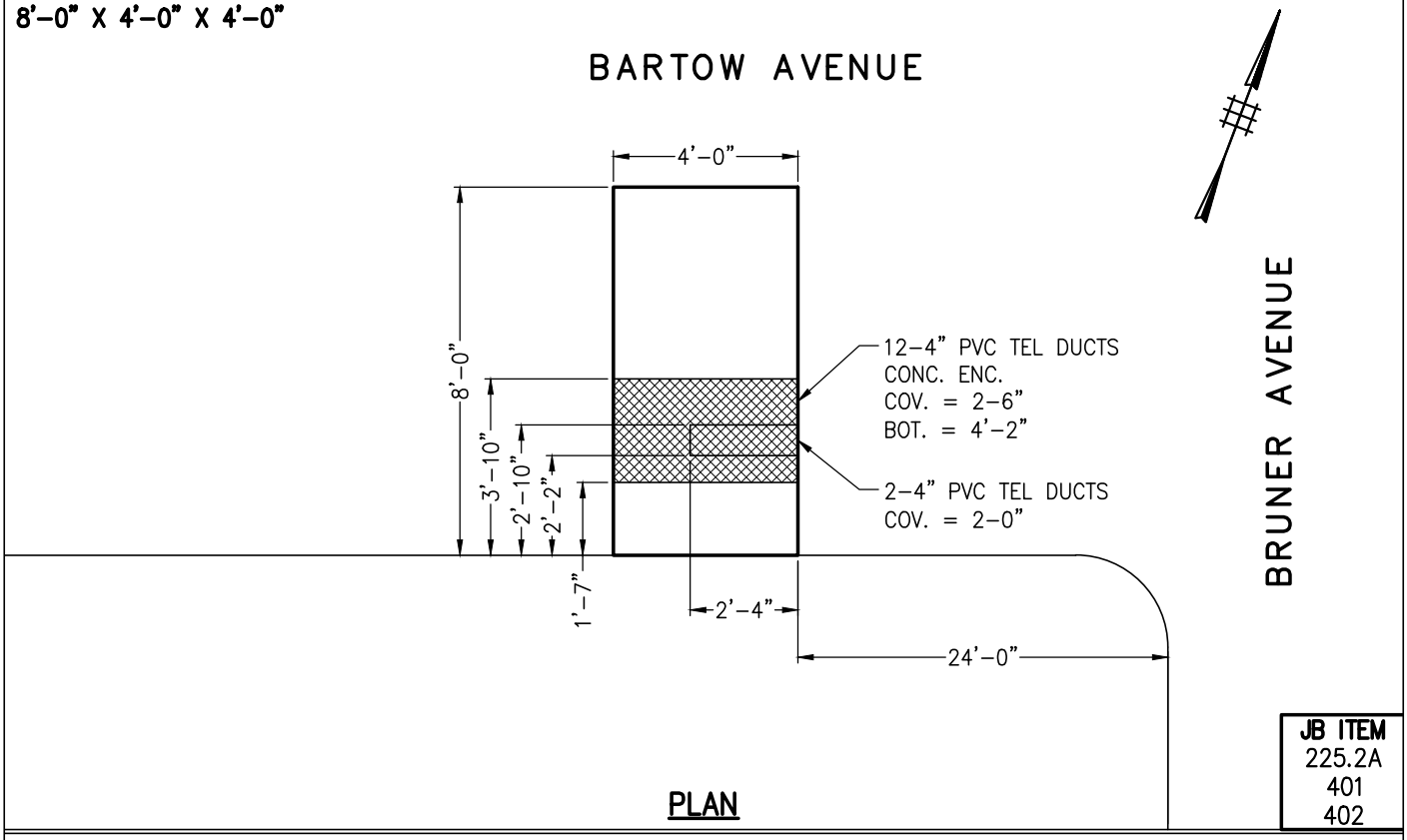
JOB: RECONSTRUCTION OF BRUNER AND ELY AVENUES | PREPARED BY: HENRY READ | DATE: 10/03/23

JOB NO: HWX402 | CHECKED BY: ANDREW MATARAZZO | DATE: 10/04/23

TEST PIT # 1 | LOCATION: SWC INTERSECTION OF BARTOW AVENUE & & BRUNER AVENUE, THE BRONX

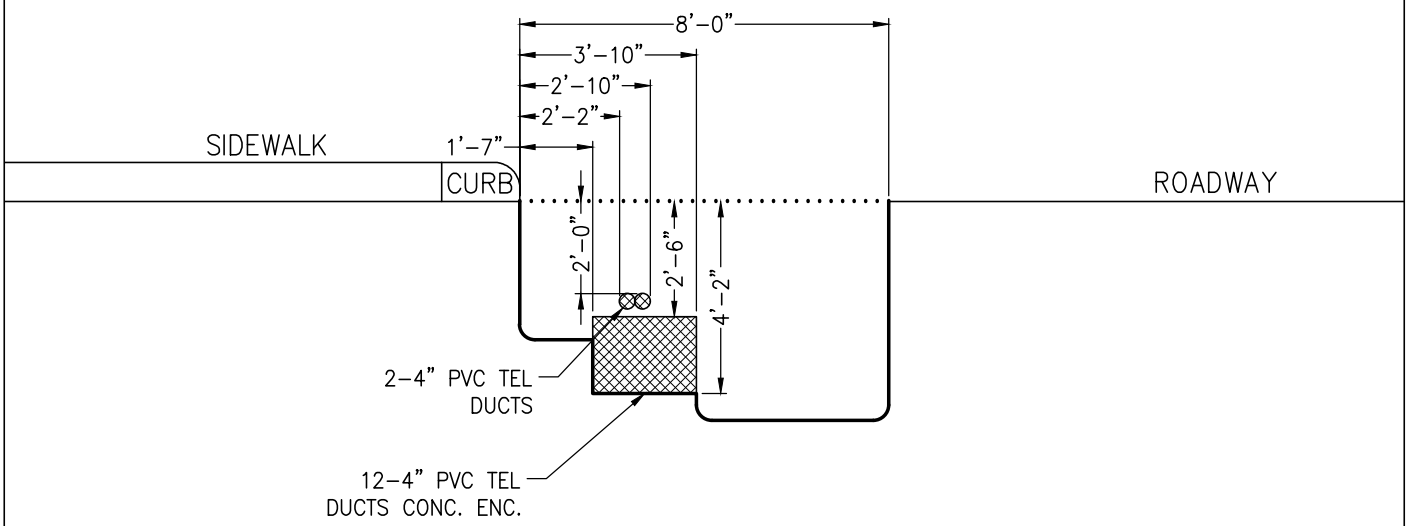
PURPOSE: LOCATE UTILITIES

TRENCH DIMENSIONS
8'–0" X 4'–0" X 4'–0"



PLAN

JB ITEM
225.2A
401
402



SECTION LOOKING WEST

MODIFIED SPECIFICATIONS

The specifications listed below supersede the specifications found in the "Joint-BIDDING SPECIFICATIONS AND SKETCHES FOR MANHATTAN (ISSUED: AUGUST 1st , 2005)".

Verizon:

Specification	Superseded Specifications
JB-225	JB-225.1A, JB-225.1B, JB-225.2A, JB-225.28, & JB-225.3A
JB-300	JB-300.1, & JB-300.2
JB-306	JB-306
JB-351T	JB-351T
JB-401	JB-401
JB-402T	JB-402.1, JB-402T.1A, JB-402T.2, JB-402T.2A, JB-402T.R1A, JB-402T.R2A, JB-402T.V1, JB-402T.V1A, JB-402T.V2, JB-402T.V2A, JB-402T.J1, JB-402T.J1A, JB-402T.J2, & JB-402T.J2A
JB-402T.3	JB 402T.3
JB-403T	JB-403T
JB-404	JB-404
JB-405	JB-405.1, & JB-405.2
JB-450	JB-450
JB-603T	JB-603T.1, JB-603T.2, JB-603T.3, JB-603T.4, JB-603T.5, JB-603T.6, JB- 603T.7, JB-603T.8, & JB-603T.9
JB-636E	JB-636E EA, JB-636 EB, JB-636 EC, JB-636-ED, JB 636 EE, JB 636 EG, JB-636 EH, & JB 636 El
JB-636 M	JB-636 MA, JB- 636 MB, JB-636 MC, JB-636 MD, JB 636 ME, JB-636 MH, JB-636 MI, & JB-636 SMC
JB-638NT	JB-638NT
JB-638RT	JB-638RT
JB-798	JB-798
JB-799	JB-799
JB-800	JB-800
JB-801	JB-801
JB-802	JB-802A, & JB-802B
JB-803	JB-803

JB 225 – INSTALLATION AND REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES

A. Description

Under this section, the Contractor shall provide all incremental labor, materials, equipment, insurance and incidentals required to support and/or protect the integrity of utility facilities required during the excavation, installation and removal of catch basins within maximum excavation limits shown on sketch JB 225. This shall include but not be limited to the following types of utility facilities:

1. Conduits
2. Cables
3. Concrete encased conduit duct banks
4. Steel pipes
5. Steam facilities
6. Oil-o-static facilities, and
7. Non-Cost sharing gas facilities

encroaching the catch basin excavation and sheeting lines as described further in this section and attached sketch JB 225.

B. Materials

Furnish slurry fill or backfill as required. All materials used to support and protect utility facilities shall be as indicated on standard Sketches JB 100A, JB 100B, JB 100C, JB 100C-1, JB 100D, JB 100E and JB 100F, contained elsewhere in these specifications, shall be supplied by the Contractor and approved by the facility operator(s).

C. Methods of Construction

The Contractor shall use sheeting methods that permit maintenance, support and protection of all utility facilities covered by this section. It is the intent of this item to support, maintain and protect any and all combinations and configurations of utility facilities located within limits indicated on sketch JB 225. For the construction of Type III catch basins, the spillway shall be constructed in a separate stage where the excavation limits may be waived after the basin structure has been installed and backfilled. Excavation for the spillway shall not exceed 3' beyond the exterior finished surface of the proposed spillway. Excavation method for spillway construction shall be done by hand. Utility facilities located within the catch basin footprint, are not covered by this section and shall be removed or adjusted by the Contractor under other JB items or by facility operator at their own expense. This section shall then cover the adjusted facilities.

Utility facilities located beyond the established maximum payment limits are not affected by work specified and shall not be disturbed during any type of catch basin installation and/or removal. Contractor shall be solely and totally responsible for support, maintain and protect, any disturbances and/or any damages to such facilities at his expense. The facility operator(s) shall identify the locations of all utilities within the contract area as required by New York State Industrial Code Rule 753. As provided by the Rule, the Contractor shall use hand excavation methods (pick

and shovel and/or hand held power tools) directly below the pavement base to expose the facilities and to ascertain the spatial relationships and/or dimensions of these utilities with respect to the proposed excavation. Upon exposing the affected utilities as determined solely by the facility operator(s), the Contractor shall be permitted to proceed with a combination of hand and machine excavation, as appropriate, within a zone of protection whose limit shall be defined as a perimeter located one foot from the outside face of each utility interference.

D. Method of Measurement

The quantity to be measured for payment shall be each basin where utility facilities are located within the limits indicated on sketch JB 225. Utility facilities located within the catch basin footprint shall be removed or adjusted by the contractor under other JB items. This section shall then cover the adjusted facilities. Payment will be made only one time at locations where a new catch basin is to be installed at the same location as a preexisting catch basin as specified on contract drawings. For the purpose of this item, "same location" shall mean within 10ft of the preexisting basin location.

JB 225.1A – Installation and removal of catch basins with utility interferences (EA)

JB 225.1B – Installation and removal of catch basin with utility interference at an additional depth of up to 3 feet (EA)

JB 225.2A – Installation of catch basins with utility interferences (EA)

JB 225.2B – Installation of catch basins with utility interferences at an additional depth of up to 3 feet (EA)

JB 225.3A – Removal of catch basins with utility interferences. This item shall be applied only in situations where the catch basin is being removed and not replaced. This item requires complete removal of the catch basin including the floor. (EA)

E. Price to Cover

For JB items 225.1A & 225.2A – The price shall cover the cost of all labor, material, equipment, insurance and incidentals necessary to completely support and protect and maintain the integrity of the utilities without disruption of service to the customers and in accordance with other types of utility items. The price shall also include the cost of: supports, slings and beams installed for utility support; changes of sheeting method and configuration where necessary to accommodate the utility; a combination of hand and machine excavation within the payment limits specified; the disposal of excess backfill material; the placing of backfill material adjacent to catch basins within the maximum payment limits shown on sketch JB 225; backfilling and compacting around over, under and in between utility facilities; installation and removal of sheeting around facilities; support and protection of utility facilities encountered during construction of the spillway. The price shall also cover any additional excavations including hand and hand and machine excavations under and in between single and multiple facilities; and/or in between utility facilities and other existing structures. The unit price shall be deemed to cover all incremental cost for all labor, material, equipment, and incidentals necessary to excavate, install and/or remove specified catch basins while completely supporting, protecting, maintaining and/or adjusting the catch basin to accommodate the integrity of the encroaching utility facilities without disruption of service to the customers in accordance with the contract documents. All cost to support maintain, protect, and accommodate the integrity of utility facilities shall be deemed included in the price for this item. The price shall also cover all additional restricted excavating, sheeting, backfilling, and

compaction around, over, under, and between utility facilities and all other existing structures and/or newly installed and/or removed catch basin.

For JB items 225.1B and .2B – The price to cover shall include all work as described in price to cover for JB 225.1A and .2A plus installation of the catch basin at an additional depth of up to three feet. Payment for all work herein specified shall be made on a one-time basis only; no payment for work herein specified shall be made for the same area more than one time. Payment will be made only one time if the Contractor elects to install new basins next to existing basins to accommodate their operations. No payment will be made for the removal of the existing basins if performed at a later sequence.

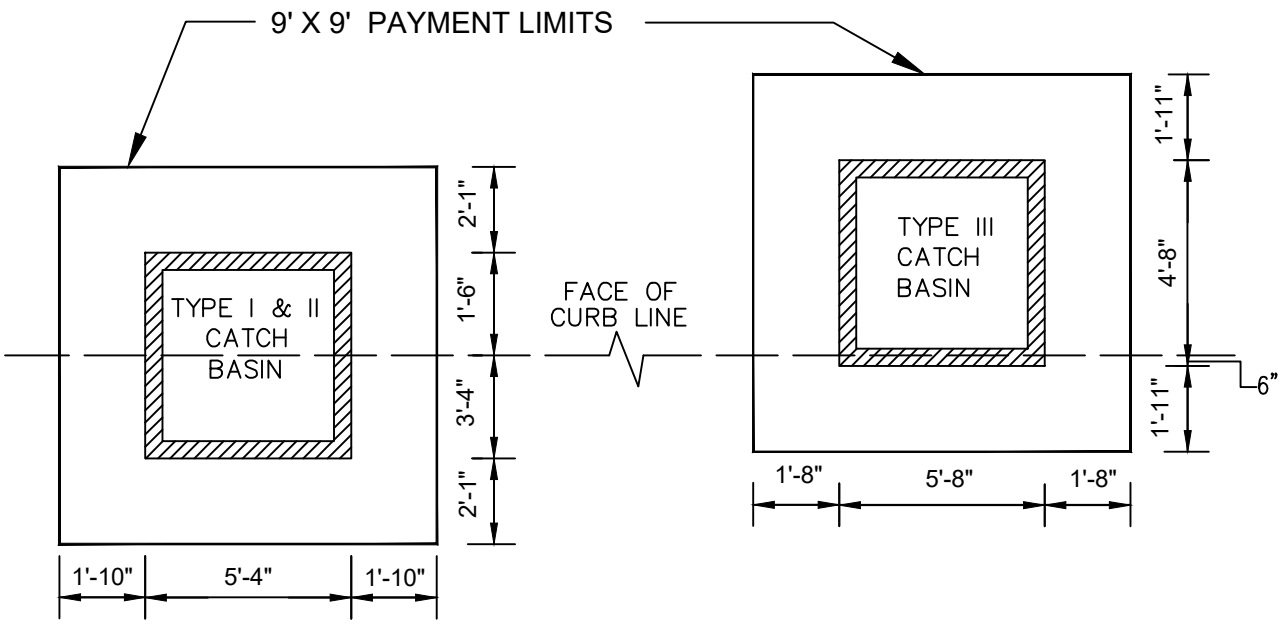
For JB items 225.1A, .1B, .2A, and .2B - if tight sheeting is not utilized for the installation of the catch basin this JB pay item shall be reduced by 60%.

For JB item 225.3A – The price to cover shall include all work as described in price to cover for JB 225.1A and .2A plus the modification of means and methods for the removal of catch basins using hand tools including but not limited to chipping guns and jack hammers when work is performed in the presence of utility facilities within the excavation limits as outlined in sketch JB 225.

Payment for all work herein specified shall be made on a one-time basis only; no payment for work herein specified shall be made for the same area more than one time. Payment will be made only one time if the Contractor elects to install new basins next to existing basins to accommodate their operations. No payment will be made for the removal of the existing basins if performed at a later sequence.

F. References

1. Sketches JB 225, JB 100A, JB 100B, JB 100C, JB 100C-1, JB 100D, JB 100E and JB 100F
2. NYS Industrial Code Rule 753



CATCH BASIN ORIENTATION TO CURB LINE WITH PAYMENT LIMITS CONCENTRIC TO BASINS
N.T.S.

JB 225 PAY LIMITS

CATCH BASIN TYPE	DIMENSION TO UTILITY FACILITY PARALLEL FROM FACE OF CURB INTO STREET	DIMENSION TO UTILITY FACILITY PARALLEL FROM FACE OF CURB INTO SIDEWALK	DIMENSION TO UTILITY FACILITY PERPENDICULAR TO CURB FROM FACE OF CATCH BASIN
TYPE I & II TYPE III	3'–6" TO 5'–5" 0'–8" TO 2'–5"	1'–8" TO 3'–7" 4'–10" TO 6'–7"	0'–2" TO 1'–10" 0'–2" TO 1'–8"

NOTES:

FOR EXCAVATIONS GREATER THAN 9'X9', THE CONTRACTOR SHALL SUPPORT ALL UTILITIES AS SPECIFIED UNDER THE VARIOUS ITEMS WITH NO ADDITIONAL COMPENSATION FROM THE IMPACTED UTILITIES. PAYMENT UNDER THIS ITEM SHALL INCLUDE MODIFICATION OF SHEETING METHODS TO SUPPORT UTILITY FACILITIES PARTIALLY WITHIN THE PAYMENT LIMITS SPECIFIED.

ACCOMODATION OF UTILITY FACILITIES DURING CATCH BASIN INSTALLATIONS

LAST REVISION	SKETCH NO.
2/27/2016	JB 225

JB 300 - SPECIAL CARE EXCAVATION AND BACKFILLING

A. Description

Under this section, the Contractor shall provide all incremental labor, materials, equipment, insurance and incidentals required for trench excavation when protecting and maintaining and accommodating the integrity of utility facilities, including but not limited to:

1. Conduits
2. Cables
3. Structures
4. Concrete encased conduit ductbanks
5. Steel pipes
6. Steam facilities
7. Non-cost sharing gas facilities

of various sizes and configurations, encroaching (partially exposed) or paralleling (not exposed) within 6 inches of the approved city trench lines for all phases of contract excavation as shown on contract drawings and/or as encountered during construction, except excavations to the ultimate depth for curbs, sidewalks and roadway/base/sub-base removal which are covered under other JB items. This item shall also apply to facilities that cross excavations for water service installation and extensions or excavations for water tap searches. The items specified under this section shall not be measured for payment in conjunction with any other types of utility items. All work shall be performed in accordance with contract plans, specifications, sketches JB 300A and JB 300B and at the direction of the facility operator(s).

B. Materials – N/A

C. Method of Construction

The Contractor shall maintain and protect and accommodate the integrity of all utility facilities encroaching/paralleling within excavations as schematically shown on sketches JB 300A and JB 300B. The facility operator(s) shall identify the locations of all utilities within the contract area as required by New York State Industrial Code Rule 753. As provided by the Rule, the Contractor shall use hand excavation methods (i.e. pick and shovel or hand held power tools) directly below the pavement base to expose the facilities and ascertain the spatial relationships and/or dimensions of these utilities with respect to the proposed excavation. Upon exposing the affected utilities sufficiently as determined solely by the facility operator(s), the Contractor shall be permitted to proceed with a combination of hand and machine excavation, as appropriate, within a zone of protection whose limit shall be defined as a perimeter located one foot from the outside face of each utility encroaching.

D. Method of Measurement

The unit price for this work item shall be based on the volume (C.Y.) of special care excavation calculated as follows:

- For paralleling facilities (not exposed) within six inches of city trench line: The area for payment shall be measured horizontally from the face of the excavation plus one foot towards the center

of trench and vertically from bottom of the roadway to the bottom of the trench, multiplied by the length of the paralleling utility facility as indicated in sketches JB 300A and JB 300B.

- For encroaching facilities: The area for payment shall be measured horizontally as the width of the encroaching facility plus one foot towards the center of the trench and vertically from the bottom of the roadway to the bottom of the trench, multiplied by the length of the encroaching utility facility as indicated in sketches JB 300A and JB 300B.
- For facilities crossing water service excavations: Depth as defined above multiplied by the width taken as the outside diameter width of structure plus one foot on either side, multiplied by the length of the exposed facility inside the trench.

The volume calculation shall in all cases include, the volume occupied by the utility proper within the payment area described above. Overlapping volume dimensions measured as described above may occur when multiple utilities are encroaching trench excavations. In such cases, all such utilities shall be counted as one utility limited by the maximum encroachment of pipes, conduit(s), and conduit banks faces. The volume shall then be calculated as described above and shown on sketches JB 100E, JB 300A and JB 300B. Utilities identified as abandoned by the facility operator prior to be beginning of excavation, are not included for payment under this item.

JB 300.1 – Special care excavation and backfilling for utility facilities in city trenches less than 5’ in depth

JB 300.2 – Special care excavation and backfilling for utility facilities in city trenches 5’ or greater in depth

E. Price to Cover

The price shall cover the cost of all labor, material, equipment, insurance and incidentals necessary to completely protect and maintain and accommodate the integrity of the facilities without disruption of service to the customers and in accordance with contract documents. The price shall also include the cost of modifications to typical work methods, including water tap search excavations and the use of such methods as hand excavation around existing single and multiple facilities; backfilling and compaction around, over and under the utilities including the use of special methods, installation and removal of sheeting from around the facilities, and traffic plates that may be required to temporarily close and/or complete the work.

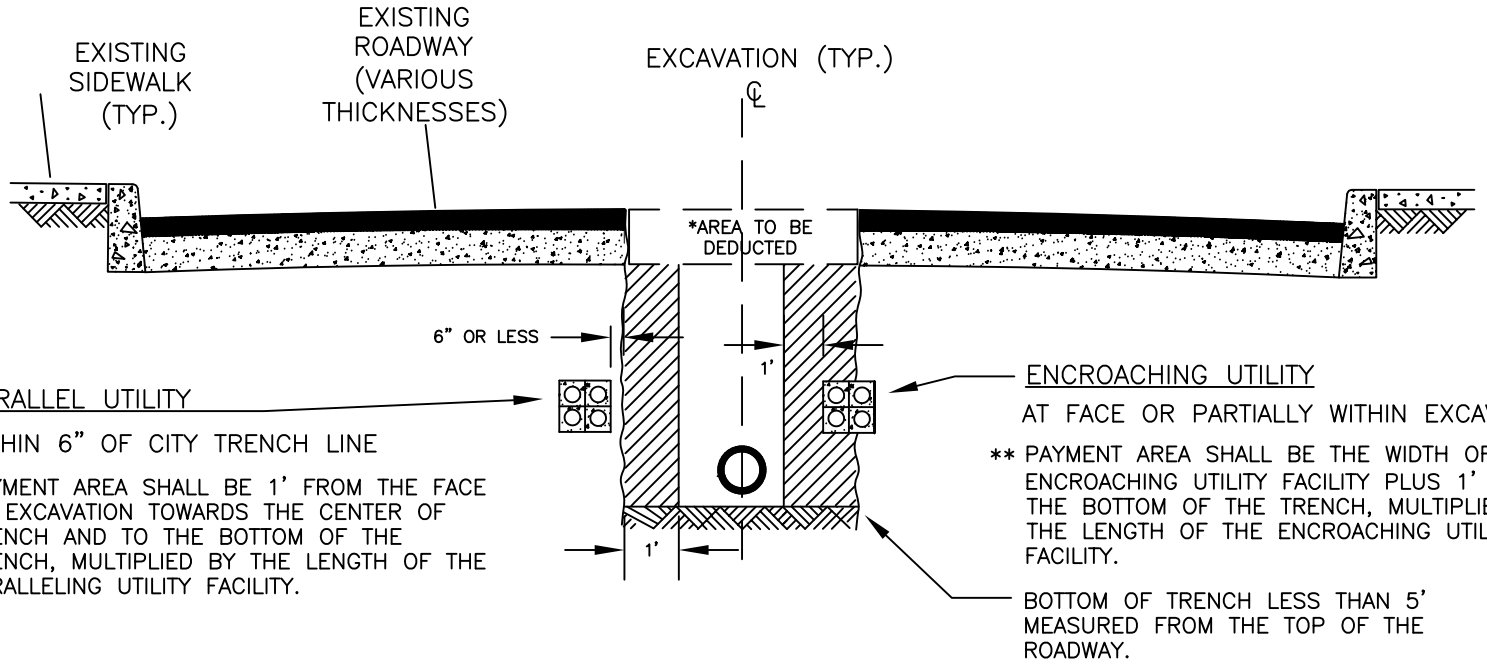
For item JB 300.1 – Depth shall be measured from the bottom of the existing roadway to the bottom of the trench up to a total trench depth of less than 5’ measured from top of roadway.

For item JB 300.2 – Depth shall be measured from the bottom of the existing roadway to the bottom of the trench.

If the lowest utility facility is located at a depth less than 5’ in a trench greater than 5’ deep, then only item 300.1 shall apply. Only one payment for either 300.1 or 300.2 shall apply per trench wall.

F. References

1. Sketches JB 100E, 300A, JB 300B
2. NYS Industrial Code Rule 753



PROFILE

N.T.S.

NOTES:

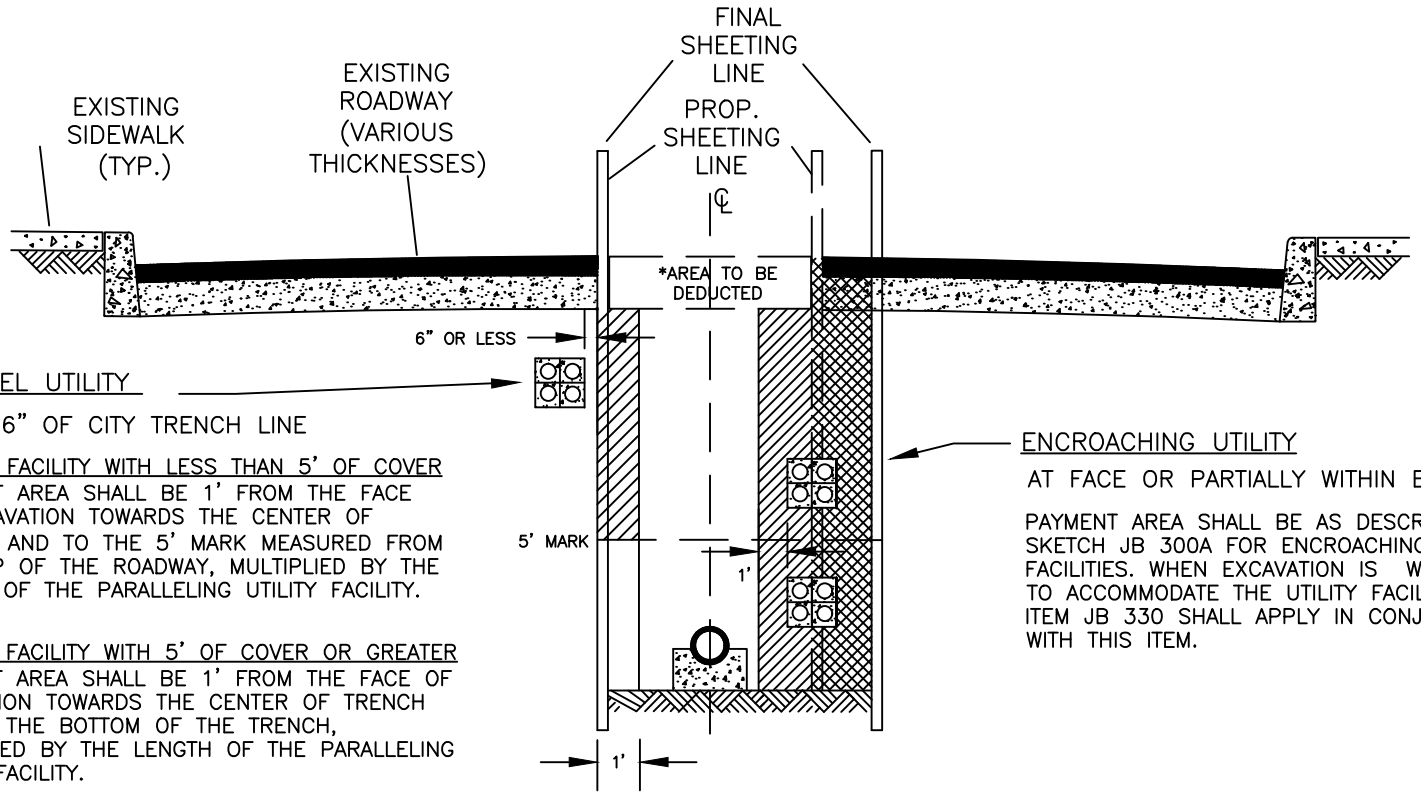
* VOLUME OF ROADWAY SHALL BE DEDUCTED FROM PAYMENT AREA

** ONLY ONE PAYMENT SHALL APPLY PER TRENCH WALL

PAYMENT AREA

UTILITY PARALLELING/ ENCROACHING IN CITY FACILITY TRENCH LESS THAN 5' IN DEPTH

LAST REVISION	SKETCH NO.
6/30/2015	JB 300 A



PROFILE

N.T.S.

ITEM 300 PAYMENT AREA

ITEM 330 PAYMENT AREA

NOTES:

* VOLUME OF ROADWAY SHALL BE DEDUCTED FROM PAYMENT AREA

** ONLY ONE PAYMENT SHALL APPLY PER TRENCH WALL

UTILITY PARALLELING/ ENCROACHING IN CITY FACILITY TRENCH 5' AND GREATER IN DEPTH	
LAST REVISION 10/05/2021	SKETCH NO. JB 300 B

JB-C20

JB 306 - SPECIAL CARE EXCAVATION AND BACKFILLING WITHIN A CITY TRENCH

A. Description

Under this section, the Contractor shall provide all incremental labor, materials, equipment, insurance and incidentals required for trench excavation when protecting and maintaining and accommodating the integrity of utility facilities, including but not limited to:

1. Conduits;
2. Cables;
3. Structures;
4. Conductors;
5. Concrete Encased Conduit Duct banks;
6. Steel Pipes; Steam facilities and
7. Non Cost Sharing Gas

of various sizes and configurations within the city trench. This item shall apply to excavations intended to search and locate utility facilities marked under NYS Industrial Code Rule 753 and not found. The contract items specified under this section shall not be measured for payment in conjunction with any other types of utility items. All work shall be performed in accordance with contract plans, specifications, and at the direction of the facility operator(s).

B. Materials – N/A

C. Method of Construction

The Contractor shall maintain, protect and accommodate the integrity of all utility facilities within excavations. The facility operator(s) shall identify the locations of all utilities within the contract area as required by New York State Industrial Code Rule 753. As provided by the Rule, the Contractor shall use hand excavation methods (i.e. pick and shovel or hand held power tools) directly below the pavement base to expose the facilities and ascertain the spatial relationships and/or dimensions of these utilities with respect to the proposed excavation. Upon exposing the affected utilities sufficiently as determined solely by the facility operator(s), the Contractor shall be permitted to proceed with a combination of hand and machine excavation, as appropriate, within a zone of protection whose limit shall be defined as a perimeter located 12 inches from the outside face of each utility encroaching.

D. Method of Measurement

The unit price for this work item shall be based on the volume (C.Y.) of special care excavation calculated as follows:

- For locating utility facilities as directed by the facility operator which may or may not have marks in the street under NYS Industrial Code 753. The facility operator may at his sole discretion can direct the contractor to continue to excavate under this item to locate facilities outside the zone of protection of the marks as defined by industrial code 753 or if the utility representative has reason to believe an unmarked facility is present.

The volume calculation shall in all cases include, the volume occupied by the utility proper within the payment area described above. Overlapping volume dimensions measured as described above may occur when multiple utilities are encroaching trench excavations. In such cases, all such utilities shall be counted as one utility limited by the maximum encroachment of pipes, conduit(s), and conduit banks faces. The volume shall then be calculated as described above and shown on Sketch JB 300 A. Utilities identified as abandoned by the facility operator prior to be beginning of excavation, are not included for payment under this item.

E. Price to Cover

The price shall cover the cost of all incremental labor, material, equipment, insurance and incidentals necessary to completely protect and maintain and accommodate the integrity of the facilities without disruption of service to the customers and in accordance with contract documents. The price shall also include the cost of: modifications to typical work methods, loss of productivity due to slower rate of excavation including the use of such methods as hand excavation around existing single and multiple facilities; backfilling and compaction around, over and under the utilities including the use of special methods.

For item JB 0306 – Depth shall be measured from the bottom of the existing roadway to the bottom of the trench or the top of the utility facility (whichever is less). This item cannot be paid in conjunction with JB 100-116 for the same utility within the same excavation.

F. References

1. NYS Industrial Code Rule 753

JB 351T - UTILITY POLE SUPPORTS

A. Description

This section describes the temporary supports for utility poles at locations directed by the facility operator(s) in consultation with the Resident Engineer, in order to maintain such poles in their existing upright position without disturbing attached wires and equipment. The Contractor shall provide all labor, material, equipment, insurance, and incidentals required to construct, install and maintain an effective support system that will meet the stated objective.

B. Materials

All materials required to construct and maintain an effective support system shall be supplied by the contractor and approved by the facility operator.

C. Method of Construction

Where directed by the utility representative, the Contractor shall furnish, install and remove utility pole supports and maintain utility poles as shown on Sketch JB 351. Alternate methods proposed by the Contractor will be permitted if approved by the facility operator.

D. Method of Measurement

The quantity of utility pole supports to be measured for payment shall be the number of utility poles supported. The Contractor will be paid only once for each utility pole supported and maintained no matter how many different construction operations have an impact on the pole.

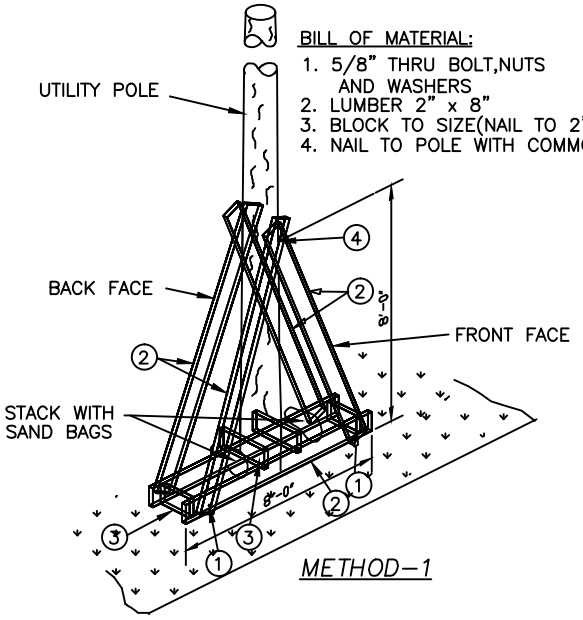
E. Price to Cover

The price shall cover the cost of all labor, material, equipment, insurance, and incidentals necessary to furnish, install, maintain and remove utility pole supports to completely support, maintain, protect, and accommodate the integrity of utility poles without disruption of service to customers. The price bid shall also include all additional impact cost associated with working around utility pole supports, poles and appurtenances.

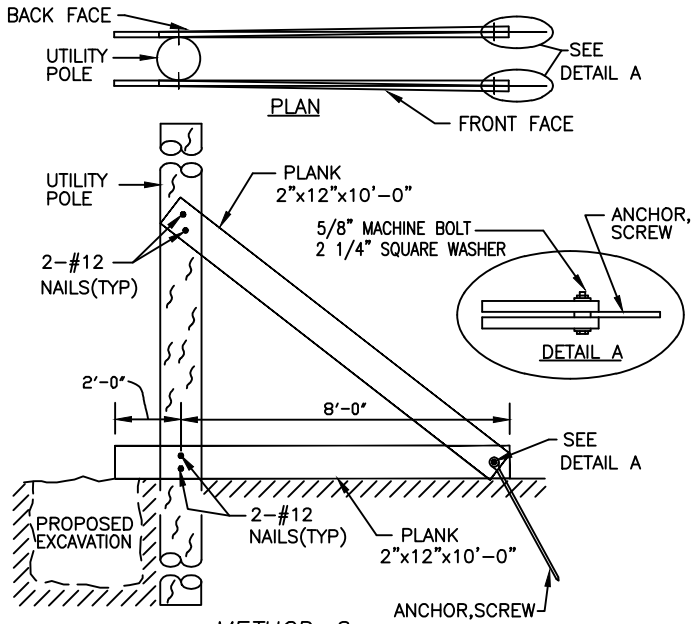
F. References

1. Sketch JB 351T

METHODS OF SHORING UTILITY POLES

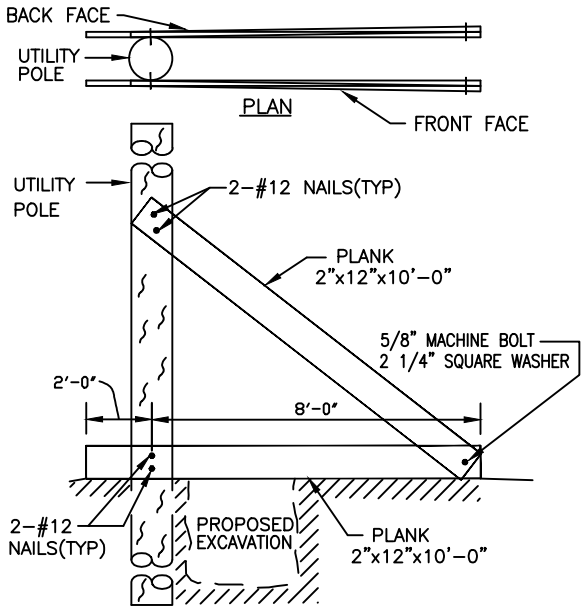


METHOD–1



METHOD–2

(FRONT FACE SHOWN,BACK FACE OPPOSITE HAND)



METHOD–3

(FRONT FACE SHOWN,BACK FACE OPPOSITE HAND)

NOTES:

1. THESE METHODS OF SHORING ARE GENERAL GUIDES. FIELD CONDITIONS WILL DICTATE WHICH METHOD WILL BE USED.VARIATIONS OF THESE METHODS WHICH ACCOMPLISH THE SAME PURPOSE MAY ALSO BE UTILIZED WHEN APPROVED BY OVERHEAD CONSTRUCTION DEPARTMENT.
2. ANY INFORMATION NOT SHOWN WILL BE DETERMINED IN THE FIELD TO SUIT THE FIELD CONDITIONS WHEN APPROVED BY THE OVERHEAD CONSTRUCTION DEPARTMENT.

SUGGESTED
METHODS OF SHORING
UTILITY POLES

LAST REVISION	SKETCH NO.
03/07/2018	JB 351T

JB 401 - TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES

A. Description

Under this section, the Contractor shall provide all labor, materials, equipment, insurance and incidentals required to excavate by hand to locate and expose subsurface utilities encountered during construction in preparation for horizontal and vertical movement (covered by other Sections), and to support and maintain and protect the integrity of utility facilities including but not limited to:

1. Conduits;
2. Conductor(s) and/or cable(s);
3. Concrete Encased Conduit Bank(s);
4. Steel Pipe(s)

The trench to be excavated shall be determined by the size of the utility and the extent of adjustment required to avoid interferences as detailed on Sketch JB 402 A during all phases of contract work. The work shall be performed in accordance with the specifications, and at the directions of the facility operator in consultation with the Resident Engineer.

B. Materials

All materials used to support and maintain and protect shall be similar to those indicated on Sketches JB 100 A and 100 A-1 and shall be supplied by Contractor and be approved by the facility operator in consultation with the Resident Engineer.

C. Methods of Construction

The Contractor shall cut, break and remove various thickness of surface and base pavement, excavate by hand to expose, support and protect all utility facilities within the trench and then furnish and tamp backfill after work has been completed by the parties indicated under other Sections. The facility operator(s) shall identify the locations of all utilities within the contract area as required by New York State Industrial Code Rule 753. As provided by the Rule the Contractor shall use hand excavation methods (pick and shovel or hand held power tools) directly below the pavement base to expose the utility. Upon exposing the affected utilities sufficiently to determine relationships and/or clearances at the sole discretion of the facility operator in consultation with the Resident Engineer, the Contractor shall be permitted to proceed with a combination of hand and machine excavation sufficiently to wingback all interferences of cable and conduit. The trench shall be adjusted so as to provide a nominal cover of 24" over the highest conduit. The width of the trench shall be as directed by the facility operator in consultation with the Resident Engineer. The bottom of the trench shall be graded smooth and tamped to minimize initial settlement and to avoid "point" support of conduits. All stones projecting into the trench bottom shall be removed, and the voids backfilled before conduits are placed. Where streets are not to final grade, the cover shall be measured from the final grade, or the existing grade, whichever provides the deeper trench.

D. Method of Measurement

The Contractor shall be paid per cubic yard (C.Y.) of trench actually excavated to the limits directed as detailed in Sketch JB 402 A and to the satisfaction of the facility operator in consultation with the Resident Engineer. When two or more utility facilities requiring horizontal or vertical adjustment with different owners are in the same trench, the facility operators shall jointly determine the percentage of ownership of the trench.

E. Price to Cover

The price for excavation shall include the cost of all labor, materials, equipment, insurance, and incidentals necessary to completely expose, support and protect and maintain the integrity of the facilities without disruption of service to the customers and in accordance with the Contract Documents, associated maintenance of traffic, and traffic plates and sheeting that may be required, cut, break and remove various thickness of surface and base pavement, excavate by hand to expose existing structures, furnish, place and tamp backfill after required vertical and/or horizontal adjustments have been completed under other Sections. Any required removing, trucking, storing, and disposing of material shall be deemed included in the unit price. The price shall also include the cost of providing temporary pavement restoration. Permanent pavement restoration shall be paid under other items. This item shall include cutbacks required for permanent restoration of trenches paid for under other items. The removal of abandoned pipes, conduits structures are covered under other items. The price shall also include the cost of locating and supporting and protecting all utilities encountered including slings and beams installed for utility support when required. The price shall include maintaining the sheeting for the duration of the relocation and work required by the facility operator including but not limited to pipe-ripping covered under JB 402T.

F. References

1. NYS Industrial Code Rule 753
2. Sketch JB 100 A and A-1
3. Sketch JB 402 A

JB 402T - HORIZONTAL AND VERTICAL ADJUSTMENT OF TELECOMMUNICATIONS FACILITIES

A. Description

Under this section, the Contractor shall provide all labor, materials, equipment, insurance and incidentals required to adjust and support and protect and maintain and accommodate the integrity of telecommunication facilities including but not limited to:

1. Conduit(s);
2. Cables and Air Pipe
3. Concrete Encased/Capped Conduit Banks

The work shall be performed in accordance with specifications and at the direction of the facility operator in consultation with the Resident Engineer.

B. Materials

All materials used to adjust and support and protect and maintain and accommodate the integrity of utility facilities shall be similar to those indicated on the standard Sketches JB 100 A & 100 A-1 and shall be supplied by the Contractor and be approved by the facility operator in consultation with the Resident Engineer.

Materials used for replacing conduit(s) removed under this item shall be supplied by and installed by the Contractor and shall include but not be limited to the following:

1. Bends
2. Split and Solid Conduit(s) PVC and Steel
3. Couplings and Adapters PVC, Tile and Steel
4. Straps or plastic ties

PVC conduit and fittings shall be as supplied by American Pipe and Plastics, Type “C” or approved equal.
Steel Pipe and fittings shall conform to ASTM A53 Schedule 40
Tile to PVC adaptors shall be as supplied American U-Tel or approved equal.

C. Methods of Construction

Lengths of “wing-back” shall be determined by the facility operator in consultation with the Resident Engineer. All work performed prior to that approval shall be at the contractor’s risk.

Methods of construction shall include but not be limited to the following:

1 Removal and Support

a. Break with hand held power tools, remove and dispose of plain or reinforced concrete encasement.

b. Break with hand held power tools, remove and dispose of conduit(s) enclosures and conduit that contain conductor(s) and/or cable(s) except steel/Iron conduits, inner ducts and 1 ¼" to 1 ½" PVC "quad ducts. Breaking – "ringing and ripping" - of steel/iron conduits belonging to ECS shall be performed by ECS forces only. Contractor shall make safe the work area to accommodate the ECS forces.

c. Support and protect exposed conduits, cables, innerduct and airpipe as shown in Sketch JB 100A-1 and approved by the facility operator in consultation with the Resident Engineer.

d. ECS tenants cables may require inspection, testing and encapsulation before they can be shifted. Contractor shall make safe the work area to accommodate these forces. Contractor shall be notified by the facility operator of the ECS tenant requirements before the conduits are broken-out.

2 Adjust or Move Conductor(s) and/or cable(s) and support

a. Cable shall be relocated horizontally and/or vertically as directed by the facility operator in consultation with the Resident Engineer

b. Support and protect conductors and/or cables as shown on Sketch # JB 100 A-1 and/or as directed by the facility operator.

3. Replacement, Encasement, Protection and Support

a. Replace vacant and loaded conduit(s) with solid and/or split conduit(s) and adapters.

1) Vacant Conduit - Repairs to conduits shall not be permitted. All damaged or impaired lengths of conduit(s) shall be removed and replaced with new conduit(s). The number of vacant conduits replaced shall be confirmed by the facility operator.

2) Loaded Conduit - Replacement of conduits that are removed from around existing cable(s) or innerduct shall be accomplished with split plastic (PVC) or split steel conduits as directed by the facility operator. Where split and solid plastic or steel conduit is used, the conduit(s) shall be spaced 1½ inches from each other. All split PVC shall be secured with plastic straps spaced at a maximum distance of eighteen (18") inches. Plastic conduit shall be joined with plastic couplings.

3) Adapting - Joining plastic conduit to existing conduits of other diameters or material shall be done using single or multiple adapters, (supplied by contractor).

b. If due to subsurface conditions, the cover is less than 20" from finished grade, the duct shall be protected with steel plates furnished by the contractor and measured for payment under Item JB 403T.

c. Support and protect cable(s) and/or conductor(s) and conduit(s).

d. Verify vacant conduits and provide pull ropes.

e. Encase all exposed conduit with concrete (f'c = 1200 to 1500 psi maximum) with slump commensurate to completely fill voids around conduits. Concrete encasement shall extend to two (2") inches beyond the limits of the duct bank vertically and horizontally.

D. <u>Method of Measurement</u>

The quantity to be measured for breaking out conduits, removing concrete, moving, protecting and supporting conductors and replacing conduits with split and solid conduit, shall be paid for by the linear foot (L.F.) of each conduit replaced. A linear foot of conduit shall be defined as one (1) single conduit measured along its longitudinal axis that has been broken out or moved from its original location either horizontally and/or vertically and measured in its final location. Quad PVC ducts produced as one unit shall be consider one duct for each quad unit. All conduits removed under this section and not restored shall be paid at 60% of the appropriate item in this section.

Multiple tile duct bank with concrete protection cover is not considered concrete encasement.

Each type of utility adjustment shall be paid for separately, the types of utility adjustments are defined as follows:

JB-402T.1 Existing Concrete Encased Non-Steel/Iron Conduits Placed in Final Position without Concrete Encasement. (L.F.)

JB-402T.1A Existing Concrete Encased Non-Steel/Iron Conduits Placed in Final Position with Concrete Encasement. (L.F.)

JB-402T.2 Existing Non-Concrete Encased Non-Steel/Iron Conduits Placed in Final Position without Concrete Encasement. (L.F.)

JB-402T.2A Existing Non-Concrete Encased Non-Steel/Iron Conduits Placed in Final Position with Concrete Encasement. (L.F.)

JB-402T.R1A Existing Concrete Encased Steel/Iron Conduits Placed in Final Position with Concrete Encasement. (L.F.)

JB-402T.R2A Existing Non-Concrete Encased Steel/Iron Conduits Placed in Final Position with Concrete Encasement. (L.F.)

JB-402T.V1 Existing Vacant Concrete Encased Conduits Placed in Final Position without Concrete Encasement. (L.F.)

JB-402T.V1A Existing Vacant Concrete Encased Conduits Placed in Final Position with Concrete Encasement. (L.F.)

JB-402T.V2 Existing Vacant Non-Concrete Encased Conduits Placed in Final Position without Concrete Encasement. (L.F.)

JB-402T.V2A Existing Vacant Non-Concrete Encased Conduits Placed in Final Position with Concrete Encasement. (L.F.)

JB-402T.J1 Existing Concrete Encased Conduits Placed in Final Position without Concrete Encasement. (L.F.) in Which Only Conduit Joints are Broken Out and Conduits Remain Intact.

JB-402T.J1A Existing Concrete Encased Conduits Placed in Final Position with Concrete Encasement. (L.F.) in Which Only Conduit Joints are Broken Out and Conduits Remain Intact.

JB-402T.J2 Existing Non-Concrete Encased Conduits Placed in Final Position without Concrete Encasement. (L.F.) in Which Only Conduit Joints are Broken Out and Conduits Remain Intact.

JB-402T.J2A Existing Non-Concrete Encased Conduits Placed in Final Position with Concrete Encasement. (L.F.) in Which Only Conduit Joints are Broken Out and Conduits Remain Intact.

E. Price to Cover

The unit price bid per linear foot (L.F.) of conduit shall cover the cost of all labor, material, equipment, insurance, and incidentals necessary to shift, adjust, support, protect, maintain and accommodate the integrity of utilities without disruption of service to the facility operator's customers and in accordance with contract documents. The price bid shall also include the cost of: breaking out, removal and disposal of plain or reinforced concrete encasements, conduits (except iron/steel), support of cables/conduits, replacement with field split, split and solid conduits, adapters, clamps, straps and couplings; verify vacant conduits and provide pull ropes; furnish and install concrete encasement, supports, slings and beams for utility support; changes of sheeting method and/or configuration when required and where necessary to accommodate the utilities during all phases of contract work; and removal of sheeting around the utilities, and all else necessary and required to complete the work.
The unit price shall include potential delays and extended performance due to time allowance for the pipe-ripping operations.
The unit price shall include providing access to the facility operator pipe-ripping crews and tenants to verify and test cables before, during and after the pipe ripping operation completed by the facility operator or specialized contractor hired by the facility operator and after conduit removal by the Contractor. The unit price shall include, but not limited to, opening and closing of fences; removal and replacement of temporary timber curb and opening and closing of traffic plates. Access to adjacent manholes impacted by the run is included in this item. JB 450 shall not be used in conjunction with JB-402T as JB-402T covers access to the work site at all times for work required under this item.

F. References

1. Sketches JB 100A and 100A-1
2. JB 403T
3. American Pipe and Plastics, P.O. Box 577, Binghamton, N.Y. 13902
4. American U-Tel, 9760 Smith Rd., Willoughby, Ohio 44094

JB 402T.3 - ACM REMOVAL AND DISPOSAL OF VERIZON/ECS CONDUITS WITH ASBESTOS CONTAINING MATERIAL TRANSITE PIPES (ACM-TP) UP TO AND INCLUDING 4" DIAMETER

A. Description

Under this item the contractor shall provide all labor, equipment, transportation, insurance and incidentals to remove and dispose of asbestos containing material - transite pipe (ACM-TP).

The contractor shall strictly adhere to all environmental requirements and work practices and notifications specified under construction details.

The transite conduits (ACM-TP) to be removed contain active cables and these cables will remain active during the transite conduits removal.

All removal and disposal of ACM-TP shall be done by pre-qualified contractors (or sub-contractors) as specified under method of construction.

B. Materials

The contractor shall supply separate dumpsters to be used exclusively for the removal and disposal of the ACM-TP and all other materials such as bagging, dumpster linings, respirators and filters, enclosures and all other incidental material required for the removal and disposal of the Verizon/ECS ACM-TP in accordance with laws, rules and regulations of Federal, State or local agencies.

C. Method of Construction

a. Work Scope

Removal of concrete encased conduits shall be accomplished by hand held chipping hammers. The removal should be in a pre-identified operation in order to minimize the potential release of airborne asbestos fibers from the ACM-TP.

b. Notification And Variance

Verizon/ECS is required by the New York City Department of Environmental Protection (NYCDEP) to obtain a site specific variance.

The contractor shall prepare the variance application letter and the NYCDEP Form ACP-9 and will submit them to the NYCDEP not sooner than four (4) weeks prior to the start of the ACM-TP removal.

The contractor is responsible for preparing the NYCDEP Form ACP-7 together with NYCDEP Form ACP-9 as the applicant and providing these forms to Verizon/ECS for review and signature prior to submittal to the NYCDEP seven

(7) weeks prior to the commencement of the project (Notice to begin construction).

The contractor shall prepare the New York State Department of Labor (NYSDOL) notification Form DOSH-483 prior to submittal to the NYSDOL at lease four (4) weeks prior to the commencement of the project.

The contractor shall prepare the United States Environmental Protection agency (USEPA) Notification of Demolition and Renovation form for submittal four (4) weeks prior to the commencement of the project.

c. Vendor Prequalification

All subcontracted environmental parties which shall include but not be limited to asbestos abatement contractor, project monitoring firm, air sampling and analytical contractor can be selected from Verizon's currently approved vendor lists. Should the contractor elect to use his own list, that information shall be provided to Verizon/ECS for review/ approval at least four (4) weeks prior to date the ACP-7 form is submitted to Verizon.

d. Waste Transport and Disposal

The ACM-TP that is removed will be disposed of as ACM waste at an asbestos landfill. This landfill site shall be selected from one of Verizon’s list of approved disposal sites. The contractor will identify and obtain approval from Verizon for the transporter. The contractor can select one of the Verizon’s currently approved transporters, or alternatively select a transporter of its own. Should the contractor elect to use latter, that information shall be provided to Verizon/ECS for review/approval at least 4 weeks prior to the date the ACP-7 is submitted to Verizon.

An original of the asbestos waste manifest is to be provided to the Verizon/ECS representative for all shipments that leave the work site. A signed copy (by the selected landfill) of the waste manifest is to be provided to Verizon/ECS not later than 10 days from the date the shipment leaves the site.

e. Exhibits

The forms are a component part of this item.

1-NYCDEP Form ACP-7
2-NYCDEP Form ACP-9R1
3-NYSDOL Form DOSH-483
4-USEPA - Notification Form

f. Work Plan

1. For this item the contractor must submit to Verizon/ECS for review and approval a detailed site specific work plan.

2. The contractor must submit to Verizon/ECS for review and approval any alternate proposals for variance requested from Regulatory Statutes (NYSDOL & NYCDEP).

3. The contractor shall provide all sampling and laboratory analysis required under the Industrial Code Rule 56 Subpart 17 and all applicable Blanket Variances. All sampling and analysis shall be performed by a firm independent from the Contractor. The price for the cost for compliance air monitoring sampling and analysis shall be included in the price bid for listed items.

4. Within five (5) calendar days of the receipt of the results of any part of the compliance air sampling and analysis, the Contractor shall forward a copy of those results (showing the name and address of the laboratory, the type of test performed, the method of measurement and all information normally relevant to sampling and analysis of asbestos remediation procedure) to Verizon/ECS on-site representative.

g. Project Folder

Upon completion of the abatement, the Contractor shall provide a complete job folder with the following documents, which shall include chain of custody records:

a. Copy of Supervisor/Handler certifications
b. Copy of the Subcontractor's Enclosure Entry Permit
c. Result of Analysis for All Bulk Samples, Air and Clearance Monitoring
d. Copy of all Notifications (City, State, Federal)
e. Copy of the Vendor's Certificate of Insurance
f. Copy of the Waste Transporter Permit
g. Signed Asbestos Waste

D. Method of Measurement

Payment under this item shall be paid for by the linear foot (L.F.) of each conduit removed. A linear foot of conduit shall be defined as one (1) single conduit up to and including 4" nominal diameter measured along its longitudinal axis that has been broken out and removed.

E. Price to Cover

The unit price per linear foot (L.F.) shall cover the actual costs of all supervision, labor, insurance, (including asbestos liability insurance), materials and equipment necessary to complete the work. The Contractor shall cover the cost of preparing variance application, all filing fees and will submit the application with associated fees to the NYCDEP for processing.

Any contractor's alternative proposals for variance requested from regulatory statutes (NYSDOL & NYCDEP) shall be also included in the actual cost.

Excavation and backfill shall be paid for under JB 401.

F. References

N/A

JB 403T – FURNISH AND INSTALL STEEL PROTECTION PLATES FOR TELECOMMUNICATIONS FACILITIES

A. Description

Under this section, the Contractor shall furnish and install as required permanent steel protection plates over telecommunications facilities where directed by the facility operator(s).

B. Materials

Material shall be:

¼" thick ASTM A-36 plates. Maximum size 24" by 48".

3/8" thick ASTM A-36 plates. Maximum size 12" by 18".

Thickness to be determined by the facility operator(s)

C. Method of Construction

Steel protection plates shall be placed in accordance with the attached facility operator(s) standard sketch JB 403T. All protective plates shall overlap a minimum of 3".

D. Method of Measurement

The quantity for payment shall be the area of permanent steel plating protection furnished and installed (excluding overlap) and measured in place in Square Feet (S.F.).

JB 403T.1 – Furnish and Install 1/4" thick steel plate (S.F.)

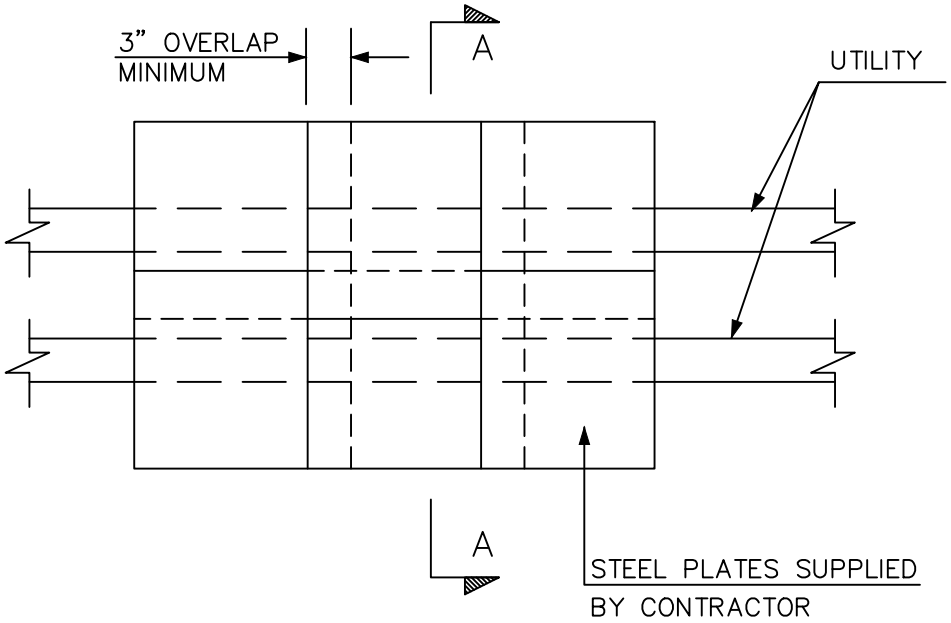
JB 403T.2 – Furnish and Install 3/8" thick steel plate (S.F.)

E. Price to Cover

The price shall cover the cost of all labor, material, equipment, insurance, and incidentals necessary to complete the work.

F. References

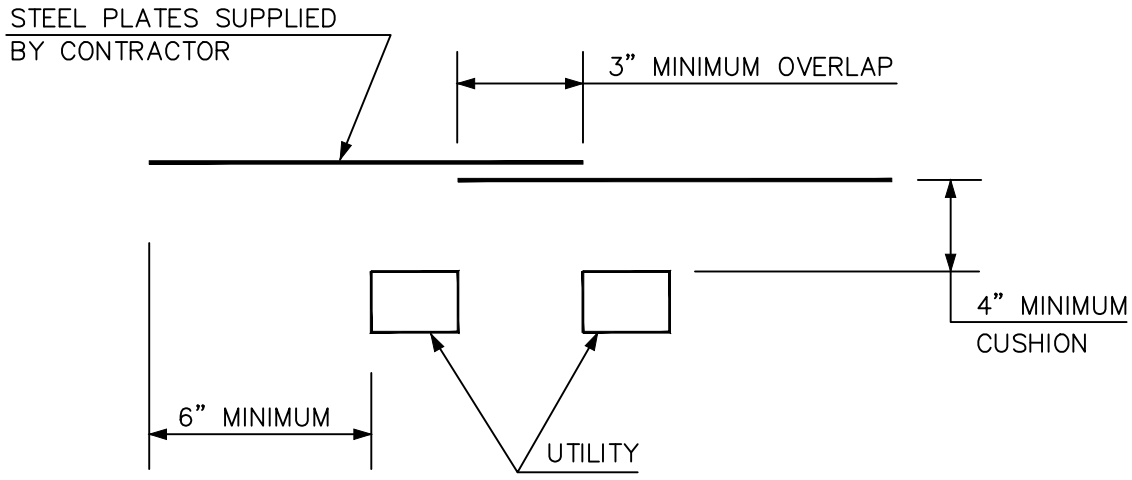
Sketch JB 403T



AREA FOR PAYMENT
SHALL BE AS MEASURED
IN PLACE (EXCLUDE OVERLAP)

PLAN

NOT TO SCALE



SECTION A–A

NOT TO SCALE

TYPICAL PLATE SIZES:
6" x 48" x 1/4"
12" x 48" x 1/4"
24" x 48" x 1/4"
12" x 24" x 3/8"

J.B. SKETCH	
PLACING STEEL PROTECTION PLATES FOR COMMUNICATION FACILITIES	
REVISIONS	
09/13/2017	CONTRACT NO. / SKETCH NO. JB 403 T

JB 404 - PIER AND PLATE METHOD OF PROTECTION FOR DUCTILE IRON WATER MAINS AND OTHER SHALLOW FACILITIES

A. Description

Under this section the Contractor shall provide all labor, materials, equipment, insurance and incidentals required to protect ductile iron water mains that are installed with a cover of 24 inches or less crossing over various utility facilities. This section shall also apply for other facilities with shallow cover where protection plates are not sufficient and pier and plate method is required. The work shall be performed in accordance with the contract plans, specifications and at the direction of the facility operator.

B. Materials

The Contractor shall supply all material (concrete, beams, plates, etc.) necessary to provide the pier and plate method of protection as shown on BWS Standard Drawing No. 46464-Z.

C. Method of Construction

The Contractor shall provide pier and plate protection in accordance with BWS Standard Drawing No. 46464-Z. The Contractor shall support, maintain and accommodate the water main and all other utility facilities during the installation of the pier and plating components. The Contractor shall be solely and totally responsible for disturbances and/or any damages to such facilities.

D. Method of Measurement

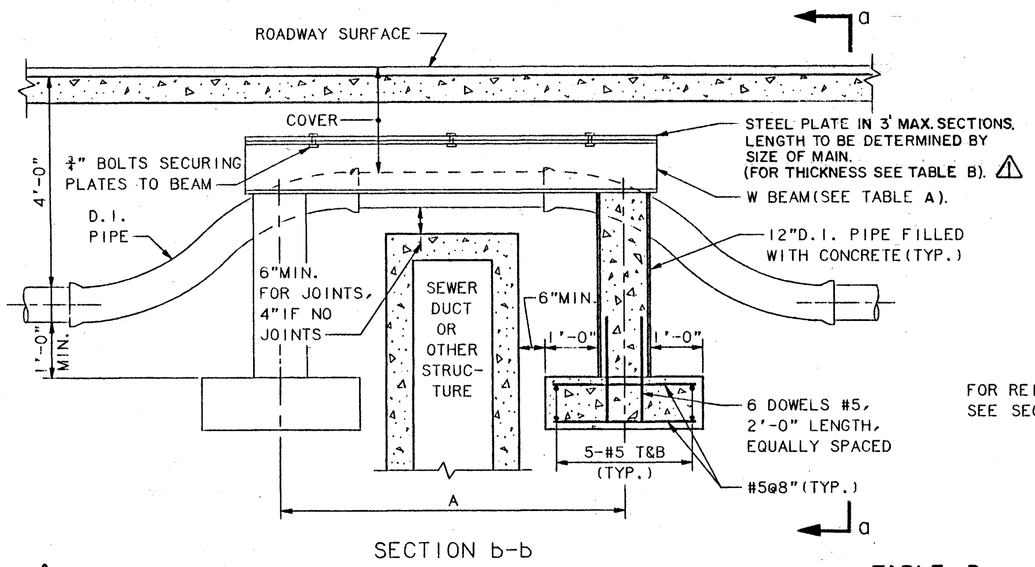
The quantity to be measured for payment shall be the additional amount of square foot (S.F.) of steel plate required to be installed to protect ductile iron water mains crossing over utility facilities with a cover of 24 inches or less, or for other shallow facilities where the pier and plate method may be required, as directed by the Facility Operator.

E. Price to Cover

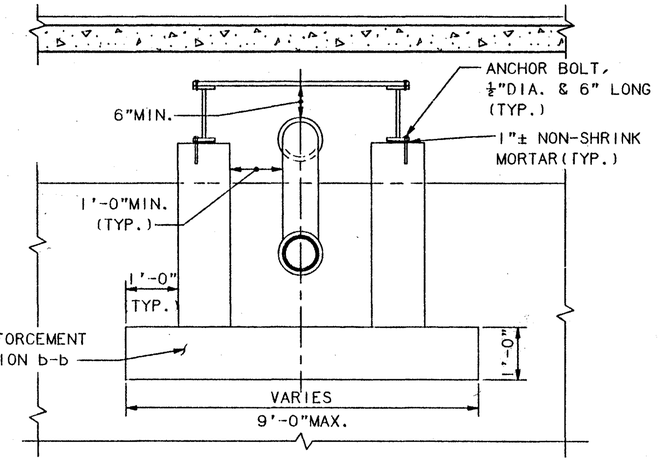
The price shall cover the cost of all supervision, labor, material, equipment, and incidentals necessary to construct the specified method of protection. The work shall also cover the cost to cut, break and remove additional pavement, additional excavation, special care excavation around utilities, sheeting, maintenance of traffic, traffic plates, and to furnish and install additional backfill and pavement restoration.

F. References

1. BWS Standard Drawing No. 46464-Z



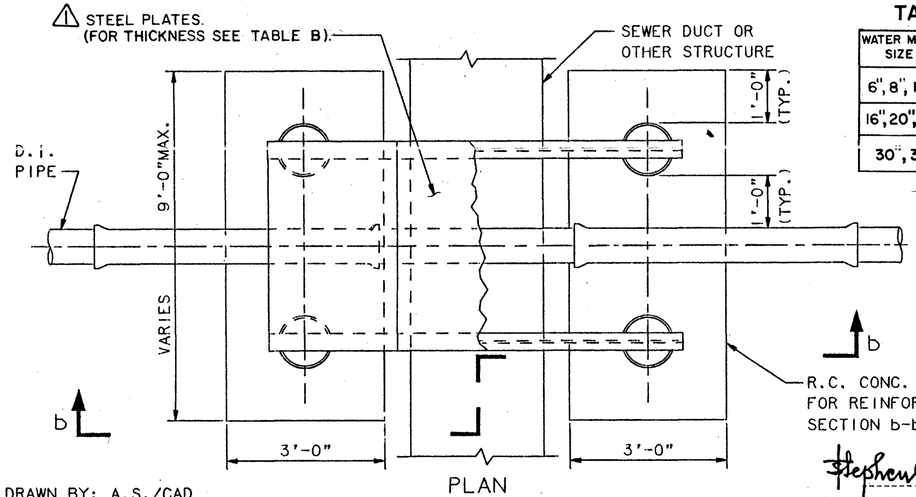
SECTION b-b



SECTION a-a

TABLE A

A ft	M_y k-ft	S_x MIN. in^3	SUGGESTED BEAM SIZE	
5	29.13	15.8	W12×16 W10×17	W8×18
6	35.7	19.2	W12×19 W10×19	W8×24
7	42.5	22.9	W12×22 W10×22	W8×28
8	54.8	30.44	W12×26 W10×30	W8×35
9	66.73	37.07	W14×30 W12×30	W10×39
10	79.1	43.94	W14×34 W12×35	W10×45
11	91.7	50.94	W14×38 W12×40	W10×49
12	104.7	58.17	W14×43 W12×45	W10×54
13	117.92	65.51	W16×40 W14×48	W12×53
14	131.5	73.06	W16×45 W14×53	W12×58
15	145.3	80.72	W16×50 W14×61	W12×65



PLAN

TABLE B

WATER MAIN SIZE	STEEL PLATE THICKNESS
6", 8", 12"	1"
16", 20", 24"	1¼"
30", 36"	1½"

⚠1

NOTES:

1. OFFSETS SHALL HAVE RESTRAINED JOINTS.
2. CLEAN FILL TO BE THOROUGHLY COMPACTED AROUND PIPE BETWEEN BEAMS.
3. ALL PAVEMENT RESTORATION OVER PLATES TO HAVE 6" MIN. CONCRETE BASE. WHEN THE STEEL PLATE IS ADJACENT TO THE BOTTOM OF THE CONCRETE BASE, A BOND BREAKER SUCH AS TAR PAPER SHALL BE INSTALLED BETWEEN THE PLATE AND THE CONCRETE.
4. THE DESIGN FOR PROTECTION OF MAINS MAY BE VARIED AS REQUIRED FOR A PARTICULAR LOCATION, BUT SHALL CONFORM TO THE GENERAL REQUIREMENTS AS SHOWN ON THIS DRAWING. ANY MAJOR DEVIATION FROM THESE REQUIREMENTS SHALL BE APPROVED BY THE ENGINEER.
5. SUPPORT OF PIERS OR BEAMS DIRECTLY ON SEWER, SUBWAY OR OTHER STRUCTURES SHALL BE APPROVED BY THE ENGINEER.
6. IF COVER IS LESS THAN 1'-6", PIPE SHALL BE INSULATED WITH 2" MIN. THICK OF APPROVED INSULATION WITH ALUMINUM JACKET.
7. DIMENSIONS SHOWN FOR CONCRETE SUPPORT ARE APPLICABLE UP TO AND INCLUDING 36" DIAMETER OFFSET.
8. STEEL BEAMS, EXTERIORS OF PIPE COLUMNS, AND OTHER EXPOSED METAL COMPONENTS SHALL BE COATED WITH COAL TAR ENAMEL BEFORE BACKFILLING THE EXCAVATIONS.
9. ⚠1 **ALL STRUCTURAL STEEL SHALL CONFORM TO ASTM A-36**

DRAWN BY: A.S./CAD
CHECKED BY: A.B.

Stephen Gyimah P.E.
DIVISION ENGINEER

NO.	DATE	REVISIONS	DIV. ENG.	CH. OF DES.	DEP DIR.
⚠1	02-10-87	ADDED TABLE B & NOTE 9	A. Butler	MCF	ECG

CITY OF NEW YORK
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER SUPPLY

METHOD FOR PROTECTING D.I. WATER MAINS WITH SHALLOW (LESS THAN 24") COVER

SCALE: NOT TO SCALE MAY 1986

Walter C. Fitzpatrick P.E.
CHIEF OF DESIGN

Edward A. Abrahams P.E.
DEPUTY DIRECTOR

46464-2

JB 405 - EXCAVATION FOR INSTALLATION OF UTILITY FACILITIES

A. Description

Under this section, the Contractor shall provide all labor, materials, equipment, insurance and incidentals necessary to excavate, maintain trenches and backfill for the installation of new utility facilities including but not limited to:

1. Conduits
2. Non-cost sharing gas facilities
3. Steam mains
4. Steel pipe(s)

The trench to be excavated shall be determined by the size of the utility facility to be installed. The work shall be performed in accordance with applicable specifications, at the direction of the facility operator.

B. Materials

All materials used to excavate and prepare trenches shall be supplied by the Contractor and be approved by the facility operator.

C. Methods of Construction

1. Excavation – The Contractor shall saw cut and/or break and remove existing roadway which may include but is not limited to, asphalt, concrete and cobblestone, utilizing approved equipment that leaves a neat straight joint line along the juncture with subsequently replaced pavement. The Contractor shall be permitted to excavate utilizing a combination of machine and hand excavation, as field conditions warrant and as directed by the facility operator. The trench shall be adjusted so as to provide a nominal cover as defined in the specifications for the facility being installed over the new utility facilities or as required based on field conditions, applicable specifications, or as directed by the facility operator. The width of the trench shall be as directed by the facility operator or as shown on Sketch JB 603T (ECS only). The bottom of the trench shall be graded smooth with a minimum cushion of 3 inches of backfill material or in conformance with applicable specification and be compacted, to minimize initial settlement and to avoid "point" support of new utility facilities. All stones projecting into the trench bottom shall be removed, and the voids backfilled before the new utility facilities are installed. Where streets are not to final grade, the cover shall be measured from the final grade, or the existing grade, whichever provides the deeper trench. Excavation in the vicinity of utilities and other structures shall be performed using hand tools. The contractor shall properly dispose of all materials excavated away from site. Size and location of excavation shall be as directed by the facility operator. Trenches shall be excavated to a depth and size necessary to facilitate the installation of the new utility facility and in conformance with the applicable specification. All existing facilities that are encountered during trench excavating shall be protected in a manner suitable to the facility operator. Tight sheeting shall be used, as required, based on field conditions and/or when the depth of excavation is equal to or greater than five feet. Skeleton type sheeting will not be permitted. The sheeting required shall be furnished and installed in full compliance with the State of New York and Federal Safety Code requirements and in compliance with applicable specifications and/or as directed by the facility operator.

Care shall be taken that no existing utility facilities or other structures are broken or damaged. Contractor shall excavate all material encountered necessary to facilitate the installation of the new utility facilities, and as directed by the facility operator. Care should be taken to avoid damage to existing utility facilities and structures, and to pavements and their foundations, and to avoid caving or sliding banks within the excavation.

2. Maintenance of Trench Excavation - Excavated trenches shall be maintained free of debris and kept dry by the contractor. In order to accomplish this, contractor shall, upon completion of excavation and placement of sheeting (as required and/or if depth is equal to or greater than five feet), furnish and install adequate steel plates, as directed by the facility operator, and posting over the excavated trenches and shall temporarily remove all equipment debris and workers, and relocate barricades in order to open the full width of street to traffic during non-working hours, as required based on DOT requirements. The Contractor shall then, at no additional cost, relocate such barricades barrels, cones and other warning devices and remove steel plates, as and when directed by the facility operator to facilitate the installation of the new utility facility. When work is being performed and the excavations are not covered with steel plates, the Contractor shall provide complete and safe access to the trench as may be required, and shall provide construction barricades and maintain traffic at all times as shown or as directed by the facility operator. Upon completion of installation of the new utility facility, the trench excavation shall be backfilled by the contractor in accordance with Contract requirements and all backfill material shall conform to contract specifications for such purpose.

3. Pavement and Sidewalk Restoration - After backfilling is completed, the contractor shall install temporary pavement consisting of six inches (6”) thick asphaltic concrete mixture in roadway areas or a two inches (2”) thick asphaltic concrete mixture in sidewalk areas in order to maintain existing pedestrian and vehicular traffic. This temporary pavement shall be maintained until permanent replacement as specified in contract.

D. Method of Measurement

The quantity to be measured for payment shall be the number of cubic yards (C.Y.) of trench actually excavated and backfilled as directed by the facility operator or as shown on Sketch JB 603T for JB 603T Items. The volume occupied by existing pipes or other structures will not be deducted from the total volume measured.

JB 405.1 - Trench Excavations for installation of Utility Facilities with total depths less than five feet (C.Y.)

JB 405.2 - Trench Excavations for Utility Facilities with total depths equal to or greater than five feet (C.Y.)

E. Price to Cover

The unit price bid for the various trench excavation items shall include the cost of all labor, materials, equipment, insurance, and incidentals necessary to completely expose, protect and maintain the integrity of the facilities without disruption of service to the customers and in accordance with the contract documents. The price shall also include, installation of traffic plates as well as opening and closing of plates as may be required in order to provide access to trench; installation, removal and maintenance of tight sheeting as required; cutting, breaking and removing various thickness of surface and base pavement; excavation by hand to expose

existing structures; furnishing, placing and compacting clean backfill following installation of utility facility in compliance with DOT requirements. Any required removing, trucking, storing, and disposing of material shall be deemed included in the unit price. The price shall also include the cost of providing temporary pavement restoration. Permanent pavement restoration shall be paid under city items. The price shall also include the cost of locating and protecting all utilities encountered as required.

Clean backfill material in accordance with specifications shall be used around gas facilities and critical facilities shall be paid for under item JB 303.

F. <u>References</u>

1. Item JB 303
2. Sketch JB603T
3. Con Edison Specifications, latest revisions

CEHSP S13.00 – Excavation and Trenching

JB 450 – CONSTRUCTION FIELD SUPPORT

A. Description

Under this section, the Contractor shall provide all labor, materials, equipment, insurance and incidentals necessary to provide construction field support, while maintaining and protecting surface and subsurface facilities, at various locations approved solely by the facility operator. The Contractor shall encounter various surface and subsurface utility facilities while performing various construction field support operations, which may include but are not limited to working over, under, adjacent to, around, in between and in close proximity of:

1. Conduits
2. Conductors
3. Concrete encased conduit banks
4. Steel pipes
5. Gas mains
6. Steam mains
7. Oil-o-static facilities
8. Utility structures and covers

The actual construction field support operation to be performed by the Contractor shall be performed in accordance with the contract plans, specifications or as determined based on actual field conditions and at the sole discretion and direction of the facility operator. This item shall apply to various field support operation tasks for which there are no other applicable JB Items to cover the required work. This item will not apply and will not be paid when there are other applicable JB items available either partly or completely covering tasks described below as determined solely by the facility operator.

The Contractor is expressly notified that the work under this Section affects the timing of other work to be performed on this Contract. The Contractor is advised to carefully investigate the relationship between this work and other work and adjust his schedule accordingly. The Contractor shall also coordinate his efforts with that of the facility operator with respect to all work impacting the facilities in question.

B. Materials

All materials used to provide construction field support shall be supplied by the Contractor and be approved by the facility operator in consultation with the Resident Engineer.

C. Methods of Construction

It is the intent of this item that the Contractor provides field support construction crews suffice to perform various item type tasks required as described. For the purpose of this item a crew consists of more than one non-management individual. The Contractor shall provide all labor and equipment necessary to perform the required task as described below under existing field conditions at various locations and at the sole discretion and direction of the facility operator in consultation with the Resident Engineer. The Contractor shall perform the necessary construction field support, while maintaining and protecting surface and subsurface facilities. The Contractor shall employ approved methods of operation, including the use of appropriate equipment and tools that will enable him to complete the field support operation work as described in the Item

Type description below. Existing facilities that are encountered during the construction field support operation shall be supported and protected similar to those indicated on sketches JB 100A and 100B and in a manner suitable to the facility operator in consultation with the Resident Engineer and are deemed included in this item except as included under JB-402T. The Contractor shall properly dispose of all materials excavated away from site, which may require the use of hand-held tools and equipment in order to ensure that the integrity of the underground utility facilities is not jeopardized. Care should be taken to avoid damage to existing utility facilities and structures, and to adjacent curbs, sidewalks, pavements and their foundations, and to avoid caving or sliding banks within excavations.

D. <u>Method of Measurement</u>

1 – Quantity - The quantity to be measured for payment shall be the number of actual crew hours (CRHRS.) provided by the Contractor for performing the various types of construction field support operation as directed by the facility operator in consultation with the Resident Engineer.

2 – Type – The unit type to be measured for payment shall be based on the actual task performed by the contractor and covered by the applicable Item Type. The tasks described within the Bid Item Type below are provided as a guide only as to the general nature of the various functions included, but these examples in no way limit the use of the item to these functions only. The contractor should use this information in order to approximate the various required crew sizes necessary to perform the work covered by this item in a productive, safe and efficient manner. The actual construction crew size required to perform the field support operation shall be determined solely by the contractor in order to perform the required construction field support operation. It is the responsibility of the contractor to provide appropriate field support crews capable of performing required tasks in a productive, safe and efficient manner. The actual crew performing the operation will not be considered, by the facility operator in consultation with the Resident Engineer, when determining the applicable item type, which shall be only as per the task performed.

Note: Only one measurement type will be used for each defined construction field support area.

Type .1 = Construction Field Support requiring an average size survey crew that will perform typical field survey functions and provide quality data analysis reports.

Type .2 = Construction Field Support requiring an average small size crew capable of performing various tasks not requiring the use of a machine or operator, which may include but are not limited to: opening/closing subsurface structure cover(s), setting/resetting MPT setup(s), assisting Utility Facility/Specialty crew(s) not included in JB 402T or JB 450.5, performing conduit occupancy identification, clean-up storage work-site area, etc.

Type .3 = Construction Field Support requiring an average medium size crew capable of performing various tasks which include the use of a machine and operator, which may include but are not limited to: excavations due to cable failures, including emergency type excavations, construct manhole enclosures, installing support system for utility facilities, dewatering utility structures and excavations, opening/closing traffic and/or pedestrian plates, etc. not included in JB 402T or JB 450.5.

Type .4 = Construction Field Support requiring an average large size crew capable of performing various tasks that requires the use of multiple machine(s) and operator(s), which may include but are not limited to: assistance during heat contingency, welding, repositioning and placing large diameter pipe, etc.

Type .5 = Construction Field Support requiring an average small size crew when requested by the facility operator on an on-demand hourly basis for a maximum of 2 hours per day or as approved by the facility operator to assist the facility operator or specialty contractor hired by the facility operator in shifting and supporting the conduits during pipe-ripping operations and all else necessary as required to complete the work including but not limited to constructing temporary work platform and temporary weather protection.

E. Price to Cover

The unit price bid for the various construction field support items shall include the cost of all labor, materials, equipment, insurance, and incidentals necessary to provide construction field support, which may include but is not limited to working over, under, adjacent to, around, in between and in close proximity of surface and subsurface utility facilities and exposing, supporting, protecting and maintaining the integrity of the facilities without disruption of service to the general public, utility customers and in accordance with the Contract Documents at various locations approved by the Facility Operator in consultation with the Resident Engineer. The unit price shall also include openings and closings of plates, and cones, barrels, arrow-boards, etc. and installing, shifting, moving and relocating cones, barrels, arrow-boards, etc. as may be required in order to provide access to excavations and during specialty work being performed by others excluding work operations covered under JB402T. The unit price shall also include excavating by hand to expose existing structures. Any required removing, trucking, storing, and disposing of material shall be deemed included in the unit price bid. The unit price shall also include the cost of supporting and protecting all utilities encountered during the construction field support operation, as required except work operations covered under JB 402T. The unit price bid shall also include alternate methods for construction field support, which may include changes in equipment and special operations, and sequencing and the use of only all hand-held tools due to existing field conditions, including potential delays and extended performance. Any and all Contractor method changes and operation modifications employed for construction field support are deemed to be included in the price bid for this item. Work under this item may be paid in combination with other City, utility or facility accommodation Items bid under other contract items except where expressedly excluded from that item.

F. References

1. Sketches JB 100A, JB 100B

JB 603T - FURNISH AND INSTALL TELECOMMUNICATIONS CONDUITS

A. Description

Under this Section, the Contractor shall provide all labor, materials, equipment, insurance, and incidentals required to procure and install conduit for the purpose of installing the facility operator's utilities. Conduit runs shall be as shown on the contract drawings or as specified by the facility operator in consultation with the Resident Engineer.

B. Materials

Conduit shall consist of:
PVC – 2" and 4" diameter or 1 ¼" Quad, Type "C" as supplied by American Pipe and Plastics or approved equal
Steel - 4" diameter, ASTM A53, Schedule 40 or approved equal
All conduit including sleeves, couplings, bends, pulling lines, etc. shall be supplied by the Contractor and approved by the facility operator in consultation with the resident Engineer.
The Contractor shall supply all material (Mortar, Brick, etc.) to make repairs to opening(s) as approved by the facility operator in consultation with the Resident Engineer.

C. Method of Construction

The Contractor shall install the specified conduit(s) then rod, mandrel and wire (install pulling line) the new conduits. When conduit pipes are to be connected to existing underground ducts, manholes, or boxes, the Contractor, using hand-held tools only, shall cut existing conduit, to pick-up existing underground conduits with new conduits, make openings into manholes or boxes, install/connect the conduit, and make repairs to seal the openings in the structure.

Steel pipe shall be used for shallow cover and crossing or paralleling steam mains as directed by the facility operator in consultation with the Resident Engineer.

When the facility operator required a combination of conduit types and materials the facility operator will define the configuration of the conduit system and the location of each type within the conduit bank. All conduit shall be spaced 1 ½" both vertically and horizontally from the adjacent conduit(s). All conduits shall be encased in lean concrete (f'c = 1200 to 1500 psi maximum) which shall extend 2" beyond each face of the conduit formation, above and each side of the conduit formation.

If due to subsurface conditions, the cover is less than 20" from finished grade, the duct shall be protected with steel plates furnished by the facility operator(s) and measured for payment under Item JB 403.

The work shall be performed in accordance with the contract plans, specifications, and at the directions of the facility operator in consultation with the Resident Engineer.

D. Methods of Measurement

The quantity to be measured for payment shall be the number of linear feet (LF) of conduit trench for which conduit was furnished and installed:

1. 603T.1 - Install 1 ea. 2", 4" or 1 ¼" Quad" Conduit (PVC or Steel) in any combination
2. 603T.2 - Install 2 ea. 2", 4" or 1 ¼" Quad Conduits (PVC or Steel) in any combination
3. 603T.3 - Install 4 ea. 4" or 1 ¼" Quad Conduits (PVC or Steel) in any combination
4. 603T.4 - Install 6 ea. 4" or 1 ¼" Quad Conduits (PVC or Steel) in any combination
5. 603T.5 - Install 8 ea. 4" or 1 ¼" Quad Conduits (PVC or Steel) in any combination
6. 603T.6 - Install 12 ea. 4" or 1 ¼" Quad Conduits (PVC or Steel) in any combination
7. 603T.7 - Install 15 ea. 4" or 1 ¼" Quad Conduits (PVC or Steel) in any combination
8. 603T.8 - Install 24 ea. 4" or 1 ¼" Quad Conduits (PVC or Steel) in any combination
9. 603T.9 - Install 30 ea. 4" or 1 ¼" Quad Conduits (PVC or Steel) in any combination

A Quad, consisting of four 1 ¼" conduits shall be supplied as one unit. For purposes of measurement and payment each quad unit of four 1 ¼" ducts shall be counted as one duct.

For any equivalent combination not fitting the above categories payment shall be based on the next higher category.

E. Price to Cover

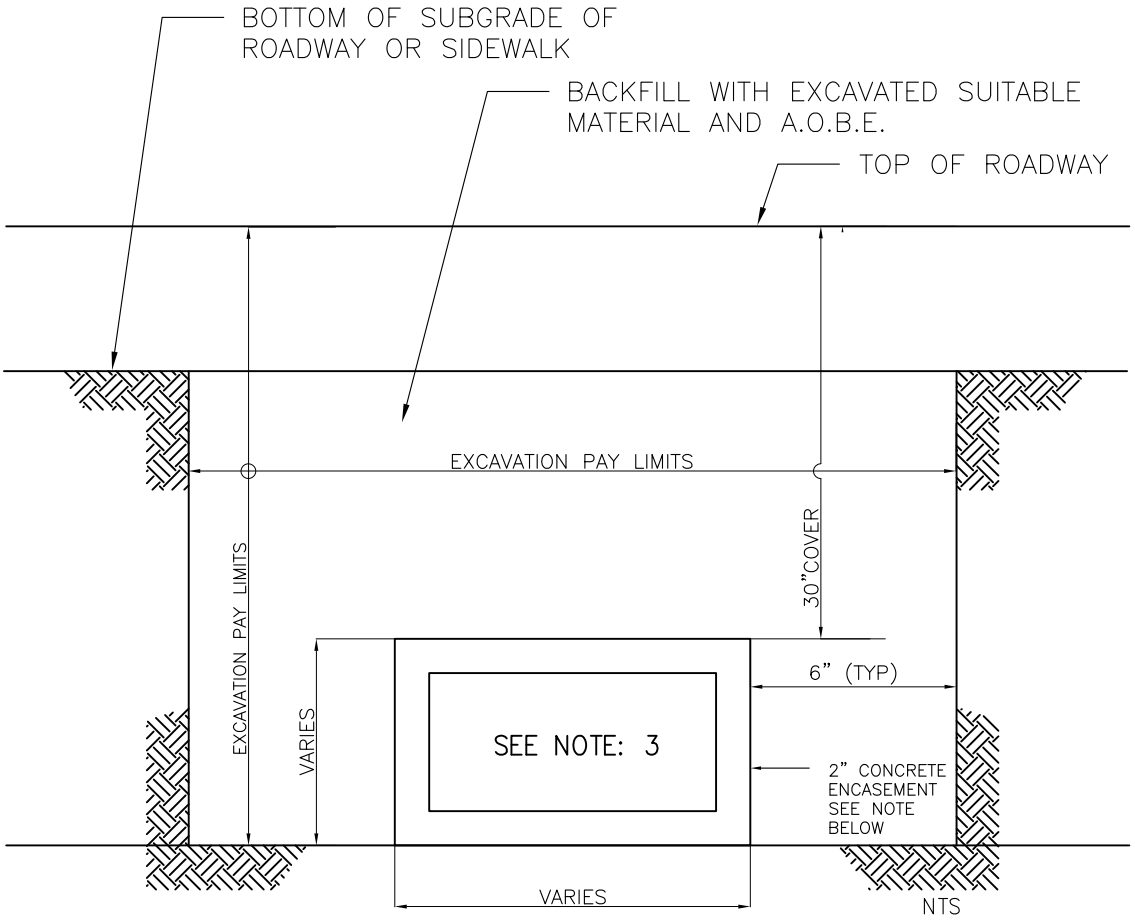
The unit price per linear foot of Conduit trench shall cover the cost of all labor, materials, equipment, insurance and incidentals necessary to furnish, install, rod, rope, and perform any other associated work required to install the conduit completely in place. Where conduits are to be connected to ducts, manholes or boxes, the cost of cutting and/or breaking into the ducts, manholes or boxes, installing and sealing the conduit, including duct plugs; and making repairs to the openings in the structure shall be considered as included in the unit price bid for the installation of the conduit. All acceptance testing, including passing a mandrill with a diameter of 1/8" less than the inside diameter of the duct through the entire length of the duct, as required by the facility operator shall be considered as included in the unit price.

Payment for trench excavation shall be paid under Item JB 405.

Steel protection plates shall be paid for under Item JB 403T

F. References

1. Sketch JB 603T
2. Item JB 405
3. American Pipe and Plastics, P.O. Box 577, Binghamton, N.Y. 13902



TYPICAL CONDUIT EXCAVATION AND BACKFILL

NOTES:

QUEENS, BROOKLYN & STATEN ISLAND

1– CONCRETE ENCASE REQUIRED IF TOP OF DUCTS IS 20" OR LESS FROM SURFACE AND ALL BENDS, SWEEPS AND CHANGE OF GRADE. FOR COVER LESS THAN 20", 3/8" STEEL (A36M) COVER PLATES IN ADDITION TO THE CONCRETE ENCASEMENT SHALL BE PROVIDED.

MANHATTAN & BRONX,

2– FOR COVER LESS THAN 20", 1/4" STEEL (A36M) COVER COVER PLATES IN ADDITION TO THE CONCRETE ENCASEMENT SHALL BE PROVIDED.

3– CONDUIT CONFIGURATION TO BE DETERMINED BY ECS/VERIZON REPRESENTATIVE.

J.B. SKETCH	
TRENCH EXCAVATION FOR CONDUIT	
09/13/2017	CONTRACT NO. / SKETCH NO. JB 603T

JB 636E - ADJUSTMENT OF UTILITY HARDWARE

Under this section the Contractor shall adjust existing utility street hardware including vault grates, valve boxes, etc., to the proposed grade by either building up or lowering the installation and resetting the castings, as and where directed by the facility operator.

A. Description

Building up or lowering the installation and resetting the castings shall consist of removing the existing frame and cover, building up or decreasing the existing installation, replacing the frame and/or cover if damaged, as determined by the facility operator, with a new frame and/or cover furnished by the facility operator, and setting the frame and cover to the new elevation.

B. Materials

Materials used shall comply with the Standards and specifications of the facility operator having jurisdiction over the installations. Where high-early strength concrete is required by the Resident Engineer to be placed adjacent to utility installations then the requirement for mortar shall be quick setting mortar capable of obtaining a minimum compressive strength of 1,500 psi in two (2) hours, and the requirement for concrete shall be high-early strength complying with current N.Y. State Department of Transportation, Standard Specifications for Class F concrete.

When castings and/or covers are deemed inadequate at a location as determined by the facility operator, the facility operators shall furnish new castings and/or covers to the Contractor for installation. The Contractor is required to inform the utility operator in advance of the need for the castings. Materials supplied by the facility operator shall be delivered to the contractor’s designated storage area.

C. Methods of Construction

The Contractor shall breakout and dispose of sidewalk, curb, pavement and/or pavement base around existing casting, excavate as required to remove casting and install existing or replacement casting, remove casting, protect opening, reinstall existing casting or install new casting to the proposed grades, backfill, grade and compact fill around casting, install base concrete and or sidewalk pavement and curb, tack coat around frame, install and remove temporary pavement around casting where directed by the facility operator; and install and compact asphalt binder and wearing course or other permanent pavement around casting and perform all work in accordance with the contract plans and the specifications.

Setting or resetting the castings shall be done with bricks plus mortar and/or by raising or lowering adjustable castings according to the standards of the utility owner having jurisdiction over the installation. Work shall be done in a workmanlike manner. Any damage resulting from the Contractor's operations to the existing installation which is to remain shall be satisfactorily corrected at the Contractor's own expense, as directed by the facility operator. Castings, which are deemed unacceptable for resetting, shall become the property of the Contractor and shall be removed and disposed of by him away from the site.

No traffic shall be allowed on adjusted utility hardware until permitted by the facility operator.

D. Method of Measurement

The quantity to be measured for payment shall be the number of utility hardware units (EA) in each size group actually adjusted as specified under each item. The size of each utility hardware unit, measured in width, shall be defined as either, the diameter of the exposed edge of the casting, or the exposed edge of the longest side of rectangular frames as indicated in sketch JB 636.

JB 636 EA - Adjustment of Utility Hardware (Under 7" Width)

JB 636 EB - Adjustment of Utility Hardware (7" to under 14" Width)

JB 636 EC - Adjustment of Utility Hardware (14" to under 30" Width)

JB 636 ED - Adjustment of Utility Hardware (30" to under 34" Width)

JB 636 EE – Adjustment of Utility Hardware (34” to under 41” Width)

JB 636 EG - Adjustment of Utility Hardware (41" to under 75" Width)

JB 636 EH - Adjustment of Utility Hardware (75" to under 125" Width)

JB 636 EI - Adjustment of Utility Hardware (125" to under 170" Width)

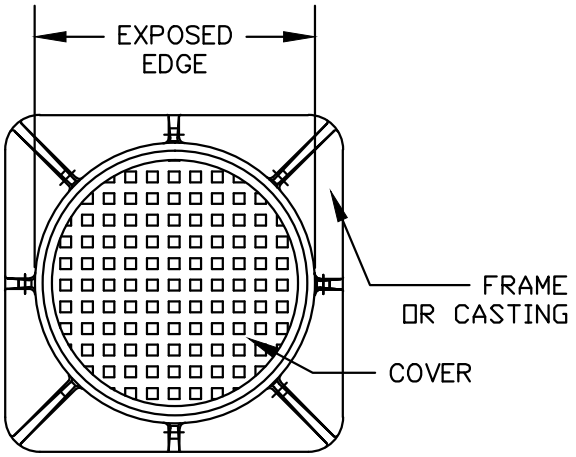
E. Price to Cover

The price for re-grading utility hardware shall be the unit price per each (EA.) and shall cover the cost of furnishing all labor, materials, plant, equipment, and incidentals required to remove existing frames and covers; build up the existing installations with brick and mortar, or lower the existing installations by removing bricks and mortar; replace damaged frames and/or covers with frames and/or covers furnished by others; break out pavement and/or pavement base; protect existing opening and installation; set the frames and covers to new elevations; grade and compact fill; install base concrete; tack coat frame; install, remove, and dispose temporary pavement; install and compact asphalt binder and wearing course or other permanent pavement; repair minor structural damage to existing installations prior to resetting frames; unloading of furnished castings at the Contractor's yard and transporting castings from the Contractor's yard to the job site as required; and complete the work in accordance with the plans, the specifications, and the directions of the facility operator.

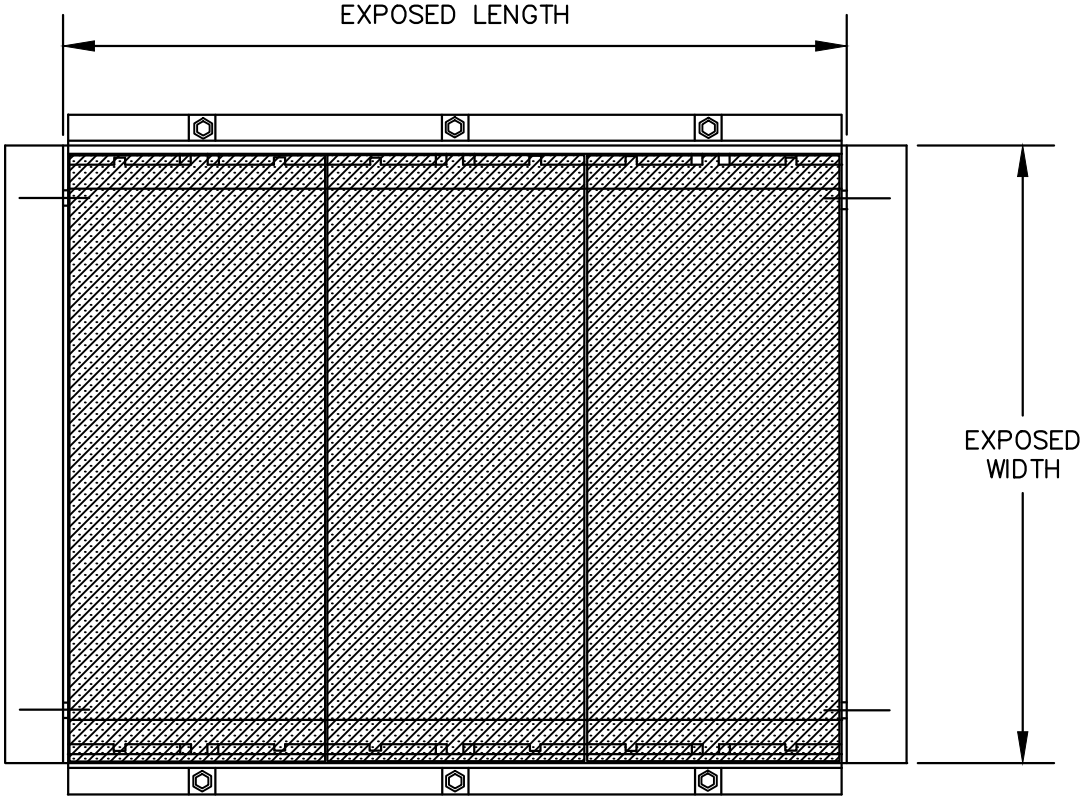
F. References

1. NYS DOT Standard Specs for Class F Concrete
2. Con Edison Specifications, latest revisions. EO-10321-B, latest revision – Chimneys, collars & grading blocks for manholes & vaults construction and installation
3. Sketch JB 636E

ROUND COVERS



RECTANGULAR COVERS/FRAMES



PLAN VIEW

N.T.S.

ADJUSTMENT OF
UTILITY HARDWARE

LAST REVISION	SKETCH NO.
6/30/2015	JB 636E

JB 636 M - MODIFICATION OF WORK METHODS TO ACCOMMODATE UTILITY HARDWARE DURING PAVEMENT MILLING AND RESURFACING OPERATIONS

A. Description

Under this section, the Contractor shall provide all labor, materials, equipment, insurance, and incidentals required to maintain, protect, and accommodate the integrity of utility hardware during pavement milling and resurfacing operations. Hardware includes castings, frames, and covers on utility structures, valve box cover castings, concrete collars around steam castings, and all other hardware protecting utility facilities.

B. Materials – N/A

C. Method of Construction

Removal of existing pavement around utility hardware shall be performed by the Contractor with extreme caution by utilizing appropriate methods of operation, by employing specialized construction equipment, and by special operations and sequencing.

The Contractor shall not mill existing pavement within 12” of the perimeter of utility hardware. Removal of pavement within 12” of the perimeter of utility hardware shall be by cutting with pavement breakers or other methods as proposed by the Contractor. All methods shall be presented to the facility operator and the Resident Engineer by the Contractor prior to the start of construction and shall be approved by the facility operator in consultation with the Resident Engineer.

During removal of existing pavement and for the duration of project, the Contractor shall protect utility hardware from damage by the Contractor’s operations and traffic. Contractor shall also provide all necessary protection to pedestrians to prevent injury to pedestrians when crossing utility hardware during the project. Utility street hardware damaged by the Contractor or others during the project shall be replaced by the Contractor at Contractor’s expense.

The Contractor shall not place any paving materials over utility hardware during the project.

D. Method of Measurement

The quantity to be measured for payment shall be the number of utility hardware units (ea) in each size group actually adjusted as specified under each item. The size of each hardware unit, measured in width, shall be defined as the diameter of circular covers, the major axis of elliptical covers, or the larger length or width of rectangular covers.

1. Item 636 MA – Modification of Work Methods to Accommodate Utility Hardware (Under 7" Width)
2. Item 636 MB – Modification of Work Methods to Accommodate Utility Hardware (7" to under 14" Width)

3. Item 636 MC – Modification of Work Methods to Accommodate Utility Hardware (14" to under 30" Width)
4. Item 636 MD – Modification of Work Methods to Accommodate Utility Hardware (30" to under 34" Width)
5. Item 636 ME – Modification of Work Methods to Accommodate Utility Hardware (34” to under 41” Width)
6. Item 636 MG – Modification of Work Methods to Accommodate Utility Hardware (41" to under 75" Width)
7. Item 636 MH – Modification of Work Methods to Accommodate Utility Hardware (75" to under 125" Width)
8. Item 636 MI – Modification of Work Methods to Accommodate Utility Hardware (125" to under 170" Width)
9. Item 636 SMB – Modification of Work Methods to Accommodate Utility Steam Hardware (Under and including 8" Width)
10. Item 636 SMC – Modification of Work Methods to Accommodate Utility Steam Hardware (Above 8" to 34" Width)

A. Price to Cover

The price to modify work methods to accommodate Utility Hardware during pavement milling and resurfacing operations shall include the cost of all incremental labor, materials, time, equipment, insurance and incidentals required for removal and disposal of existing pavement, installation and compaction of base and wearing course materials, installation and compaction and removal of temporary asphalt concrete mixture, tack coating; in accordance with the plans, the specifications and the directions of the facility operator in consultation with the Resident Engineer. The price to cover shall further include the cost of maintaining, protecting, and accommodating the integrity of utility street hardware during the project and during the performance of milling and resurfacing and the incremental additional work and effort made necessary to protect pedestrians from injury when crossing utility hardware during the project. The price to cover shall further include additional areas of modification of work methods beyond 12” of the perimeter of the utility street hardware due to the milling equipment and the location of other utility hardware, city street hardware, utility poles, street lights, traffic signals, curbs, sidewalks, medians, guide rails, pavement stops, cobblestones, and pavers. The price to cover for Items 636 SMB and 636 SMC shall also include modification of work methods due to existing concrete collars surrounding these castings.

Payment for all work herein specified shall be made on a one-time basis only; no payment for work herein specified shall be made for the same area more than one time. Adjustment to utility hardware shall be paid for under the appropriate JB 636E item.

F. References

1. JB 636E

JB 638NT – FIELD CONSTRUCTED TELECOMMUNICATIONS MANHOLE STRUCTURES

Under this item the Contractor shall perform the complete installation of field constructed utility structures approved by the facility operator in consultation with the Resident Engineer. The utility structure shall be field constructed and installed in compliance with standard utility specifications and/or methods approved by the facility operator in consultation with the Resident Engineer.

A. Description

Installation of field constructed utility structure shall comply with utility standard specifications and/or as directed by the facility operator in consultation with the Resident Engineer and shall include:

- Service Boxes (various sizes)
- Manholes (various sizes)

Where approved by the facility operator, telephone structures may as an alternate be constructed of precast reinforced concrete.

B. Materials

The facility operator will furnish cable racks, pulling-in irons, sump castings, hardware, manhole steps/ladder supports and cast iron frames and covers. All other materials required for a complete manhole installation including concrete, reinforcing steel and structural steel shall be supplied by the Contractor and shall comply with the standards of the facility operator.

The Contractor shall notify the facility operator a minimum of 30 days prior to manhole construction for scheduling materials to be furnished by the utility company. The Contractor shall pick up said materials at the facility operator's yard.

All concrete shall have a minimum compressive strength of 4,000 psi at 28 days.

Reinforcing steel shall be deformed bars conforming to ASTM, Grade 60.

Structural steel shall conform to the requirements of ASTM A-36. Bolts shall conform with the requirements of ASTM A-325.

The Contractor shall supply all necessary materials (mortar, concrete, brick, etc.) for sealing duct entrance windows in manholes and for constructing chimneys and bricking up castings to grade.

C. Method of Construction

All work shall comply with the utility specifications, plans, and standards of the facility operator.

Refer to specification JB 406 for excavation and sheeting requirements associated with telephone manhole construction. Where replacement manholes are indicated on the plans, the demolition

and removal of the existing manhole structure and the protection of existing cables and splices will be paid separately under JB 638R.

The Contractor shall perform the necessary field construction of the floor, walls, and roof of the utility structure as shown on the Plans and as directed by the facility operator in consultation with the Resident Engineer. No traffic shall be allowed on the structure until permitted by the facility operator in consultation with the Resident Engineer.

Field conditions may require the contractor to modify the design of the manhole structure, as directed by the facility operator in consultation with the Resident Engineer.

Refer to specification JB 636E for guidelines relating to the installation of new frames and covers.

All structural steel roof beams shall be ground free of burrs and painted with one shop coat and two field coats of finish paint. The Contractor shall make provisions for and incorporate into the manhole all required materials as shown on the Plans, standard utility details or as directed by the facility operator in consultation with the Resident Engineer.

The Contractor shall provide duct entry windows in the new manhole as shown on the Plans and as directed by the facility operator. All windows shall be properly sealed around new ducts per utility company requirements.

All cable racks and wall brackets shall be supported on walls with ½" dia. X 2-½" long galvanized steel machine bolts using ½" concrete inserts or expansion bolts. Vertical spacing of inserts shall not exceed 18" o.c. (typ).

The Contractor shall confirm placement of concrete inserts for cable rack supports, pulling-in irons, and other embedments shown on the Plans with the facility operator, in consultation with the Resident Engineer, prior to manhole construction.

All work shall be done in a workmanlike manner and any damage resulting from the Contractor's operations shall be satisfactorily corrected as directed by the facility operator in consultation with the Resident Engineer and at the Contractor's expense. The contractor shall perform the installation of the utility structure while maintaining, supporting, and protecting and accommodating the integrity of all utility facilities (without disruption of service) located within the areas of the excavation and the field constructed structure.

This item shall also apply when partially or totally rebuilding or modifying an existing utility structure.

The Contractor is advised that in lieu of poured-in-place structures the substitution of Precast Reinforced Concrete Structures that comply with Utility Specifications, will be permitted only when approved by the facility operator in consultation with the Resident Engineer, along with the following provisions:

1. Precast telephone manholes shall be constructed to the interior manhole dimensions and details shown on the Plans.

2. The Contractor shall submit shop drawings and design calculations for each precast manhole structure for review and approval by the facility operator and the Resident Engineer prior to fabrication. Shop drawings shall show the overall structure dimensions, roof openings, window sizes and locations, sump locations, reinforcing steel and details, construction joint types and locations including sealant material proposed. The inside face of all windows (4 sides) shall be beveled and provisions made for all inserts and hardware for a complete manhole installation, including cable pulling iron embedments and cable rack insert embedments in accordance with the standards and requirements of the facility operator.
3. Precast manhole design criteria shall be as follows:
    - Concrete Minimum Compressive Strength: 4,000 psi or greater at 28 days.
    - Steel Reinforcement: ASTM A-615, Grade 60.
    - Design Loading: AASHTO HS20-44
    - Shop drawings and calculations shall state design methodology used and all design assumptions including soil pressures and ground water levels used in the design.

4. A 9-inch thick compacted stone ballast leveling pad shall be provided as a foundation for all precast manholes.

D. Method of Measurement

The quantity to be measured for payment shall be the number of cubic yards (CY) of concrete, cast on site or pre-cast, as specified, concrete, brick, and mortar in place to the nearest hundredth of a cubic yard. No deductions will be made for the spaces occupied by steel reinforcement.

E. Price to Cover

The unit price under this item shall be a unit price per cubic yard (CY) of concrete, cast on site or pre-cast, as specified, concrete, brick, and mortar placed in the field constructed utility structure. The unit price shall cover the cost of all labor, materials, plant, equipment, insurance and incidentals required to field construct partially or totally, rebuild or modify, a utility structure. The unit price shall also include all formwork installation and removal, installation of concrete, bricks, mortar, steel reinforcement, structural steel beams, furnish and install pre-cast concrete, chimney, and installation of interior and exterior hardware, including frames and covers. The Contractor shall also install pipes, conduits, sumps, drains, sleeves, related steel or cast iron materials or equipment through the structures as shown on the drawings. Upon removal of forms, the Contractor shall remove debris and face off the entire interior of the structure. The unit price includes necessary realignment of existing ducts into the new structure up to five feet from the outside face of the new structure; any additional duct realignment required shall be paid under a separate JB item. The unit price shall further include the cost of maintaining, supporting, protecting and accommodating the integrity of all utility facilities (without disruption of service) during the work within the areas of excavation and the field constructed structure, and the furnishing of samples, as required. All work shall comply with the plans, specifications, standards, and directions of the facility operator in consultation with the Resident Engineer.

All pavement breaking, pavement removal and disposal, excavation, haul away, and disposal, furnish and install backfill, temporary pavement, sheeting, bracing, and all necessary incidentals shall be paid under item JB 406, only if required. All required break out and disposal of all types of conduits/duct banks in new structure area, including maintenance and support of cable shall be included in JB 638R. Where precast reinforced concrete manholes are used in lieu of poured in place manholes, the cost for furnishing, delivery and installation of the precast reinforced structures, additional excavation associated with the widening and deepening of trench due to increased width of precast structures and due to the placement of a stone ballast leveling pad; stone ballast; connections; and all work incidental thereto all in accordance with the Plans, Specification and Standards, shall be deemed included under this item. No additional or separate payments will be made for any work associated with the installation of precast reinforced structures.

The cost of providing an anti-freeze additive in concrete, when required, shall be paid for under Item 9.04 HW.

F. References

1. JB 406
2. JB 636E
3. JB 638R
4. Standard Utility Specifications and Drawings

JB 638RT – BREAK OUT AND REMOVE TELEPHONE/COMMUNICATIONS UTILITY STRUCTURE CONTAINING ACTIVE FACILITIES

A. Description

Under this section the Contractor shall provide all labor, materials, equipment, insurance and incidentals necessary to partially or totally break out and remove existing utility structures using methods approved by the facility operator. Breaking out and removing existing utility structures shall be performed while maintaining and protecting all subsurface facilities, at locations approved by the Facility Operator. The Contractor will encounter various underground facilities, located both inside and outside the utility structure, while partially or totally breaking out and removing existing utility structures and will be required to excavate and perform work over, under, adjacent to, around, in between and in close proximity of various congested configurations of multiple facilities, conduits, pipes and cables.

All work required to partially or totally break out and remove existing utility structures shall comply with standard utility specifications and/or as directed by the facility operator and shall include but not be limited to:

- Service Boxes (various sizes)
- Manholes (various sizes)
- Vaults (various sizes)
- Valve Boxes (various sizes)
- Concrete encased conduits containing cables

B. Materials

All materials used shall be supplied by the Contractor and comply with the standards of the facility operator.

C. Method of Construction

The Contractor shall perform the necessary breaking out and removal of the existing utility structure while maintaining and protecting all subsurface facilities. The Contractor will encounter various underground facilities located both inside and outside the utility structure, while partially or totally breaking out and removing existing utility structures and will be required to excavate and perform work over, under, adjacent to, around, in between and in close proximity of various congested configurations of multiple facilities, conduits, pipes and cables, as directed by the facility operator. All work shall be done in a workmanlike manner and any damage resulting from the Contractor's operations shall be satisfactorily corrected as directed by the facility operator and at the Contractor's expense.

This item shall also apply when partially or totally breaking out and removing an existing utility structure.

The rebuilding of the utility structure is covered under JB 638NT.

D. Method of Measurement

The quantity to be measured for payment shall be the number of cubic yards (CY) of concrete, reinforced concrete, brick, and mortar of the existing utility structure broken out, removed and disposed to the nearest hundredth of a cubic yard. No deductions will be made for the spaces occupied by steel reinforcement.

E. Price to Cover

The unit price bid under this item shall be a unit price per cubic yard (CY) of concrete, reinforced concrete, brick, and mortar of the existing utility structure broken out, removed and disposed. The unit price shall also cover the cost of all labor, materials, plant, equipment, insurance, and incidentals required to partially or totally break out, remove and dispose of existing utility structure. The unit price shall also include demolition of the existing utility structure, haul away and disposal of demolished materials, formwork, concrete, bricks, mortar, steel reinforcement, structural steel beams, interior hardware, exterior hardware, including frames and covers. The unit price shall further include the cost of maintaining, supporting, protecting and accommodating the integrity of all utility facilities (without disruption of service) during the work within the areas of excavation and the existing structure. All work shall comply with the plans, specifications and standards, provided by and at the directions of the facility operator.

The unit price shall include providing access to the facility operator tenants to verify and test cables before, during and after breaking out and removal of the utility and after conduit removal by the Contractor. The unit price shall include, but not limited to, opening and closing of fences; removal and replacement of temporary timber curb and opening and closing of traffic plates. Access to adjacent manholes impacted by the run is included in this item. JB 450 shall not be used in conjunction with JB 638RT as JB 638RT covers access to the work site at all times.

All pavement breaking, pavement removal and disposal, excavation, haul away, and disposal, furnish and install backfill, temporary pavement, sheeting, bracing, and all necessary incidentals shall be paid under item JB 406, only if required.

F. References

1. JB 406
2. Standard Utility Specifications and Drawings

JB 798 - MODIFICATION OF NON CONCRETE YOKE TROLLEY STRUCTURES REMOVAL WHEN CROSSING UTILITY FACILITES

A. Description

This JB item shall only be applied to trolley structure systems that do not contain concrete yoke foundations. This JB item shall only be used for trolley systems that have rails and wood ties only.

Under this section, the Contractor shall provide all incremental labor, equipment, insurance and incidentals required to maintain and protect and accommodate the integrity of utility facilities that include but are not limited to:

1. Conduits;
2. Conductors;
3. Concrete encased Conduit banks;
4. Steel Pipes; Steam Facilities;
5. Oil-o-static Facilities;
6. Non-cost Sharing Gas Facilities;
7. Steam Facilities;

of various sizes and configurations crossing trolley structures at various angles located within a zone of protection, as indicated on Sketch JB 798, during the removal of trolley structures and subsequent backfilling operations. Utility facilities that run parallel to trolley structures are not included within this item and will be paid for under the appropriate JB item. The work shall be performed in accordance with the contract plans, the specifications, and as encountered during construction and directed by the facility operator.

B. Materials – N/A

C. Method of Construction

The Contractor shall maintain, protect, and accommodate the integrity of all utility facilities of various sizes and configurations crossing trolley structures within a zone of protection as indicated in Sketch JB 798, during removal of trolley structures and subsequent backfilling and compaction operations under other contract item(s). The facility operator shall identify the locations of all utilities within the contract area as required by New York State Industrial Code Rule 753. As provided by the Rule, the Contractor shall use hand excavation methods (pick and shovel or hand held power tools) directly below the pavement base to expose the utility and ascertain the numerical relationships and/or dimensions of these utilities with respect to the proposed excavation. Contractor shall perform test pits at locations determined by the facility operator to expose utility as specified in JB 400. Upon exposing the affected utilities sufficiently, and at the sole discretion of the facility operator to determine relationships and/or dimensions, the Contractor shall be permitted to proceed with care to remove existing trolley structure within the zone of protection whose limit shall be defined as a distance of 24 inches from the outside face of each utility crossing.

D. Method of Measurement

The quantity to be measured for payment shall be the number of linear feet of modified trolley structure removal within the zone of protection as indicated on JB Sketch 798, measured along the centerline of trench. The trench is defined as one track set containing two rails. The zone of protection shall be defined, for the purpose of this agreement, as the boundary/area designated on the plans or a boundary/area 24 inches to either side of each of the designated facilities, based upon available records and/or information obtained from prior or new test pits, or any combination thereof. Where overlapping of the zones occurs due to multiple facilities, the boundary/area shall be modified to one zone measured from the outside limits. The contract item specified under this section shall not be measured for payment in conjunction with other types of utility items. Modifications to work methods required in areas between zones of protection for multiple utilities or JB facilities shall not be measured for payment and are included in the price bid for this item.

E. Price to Cover

The unit price per linear foot shall include the incremental cost for all labor, equipment, insurance and incidentals required to maintain and protect and accommodate the integrity of utility facilities during the removal of trolley structures (including rails, timber ties, trolley conduits and main conduit), and backfilling and compacting within a zoned area designated for protection of utilities by the facility operator.

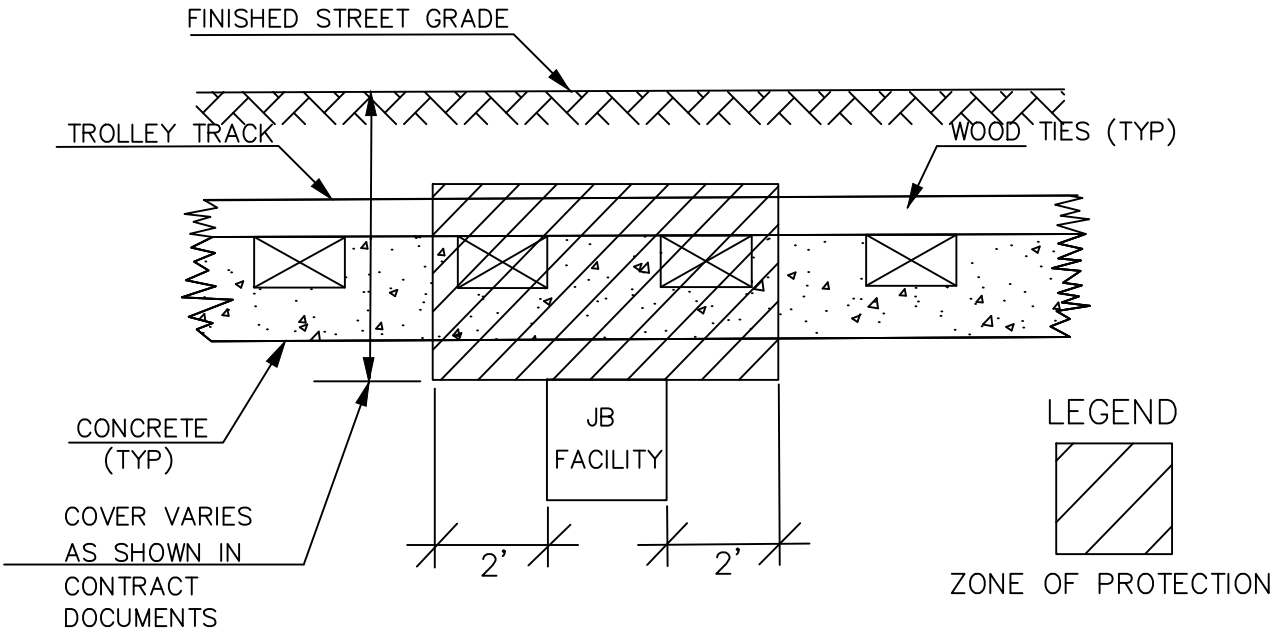
The price shall include any additional cutting, removing and disposing of roadway materials; hand or machine excavation; trucking and disposing of excavated materials, installation and removal of sheeting; and furnishing, installing and compacting backfill that may be required to support, protect, maintain and accommodate the integrity of utility facilities. The price shall also include means to ascertain the numerical relationship between utility and the trolley structure and the incremental cost for providing all vehicular and pedestrian traffic maintenance necessary to perform the work.

The Contractor shall be responsible for any and all damages resulting from and/or due to trolley demolition operations that are not performed in accordance with the specifications.

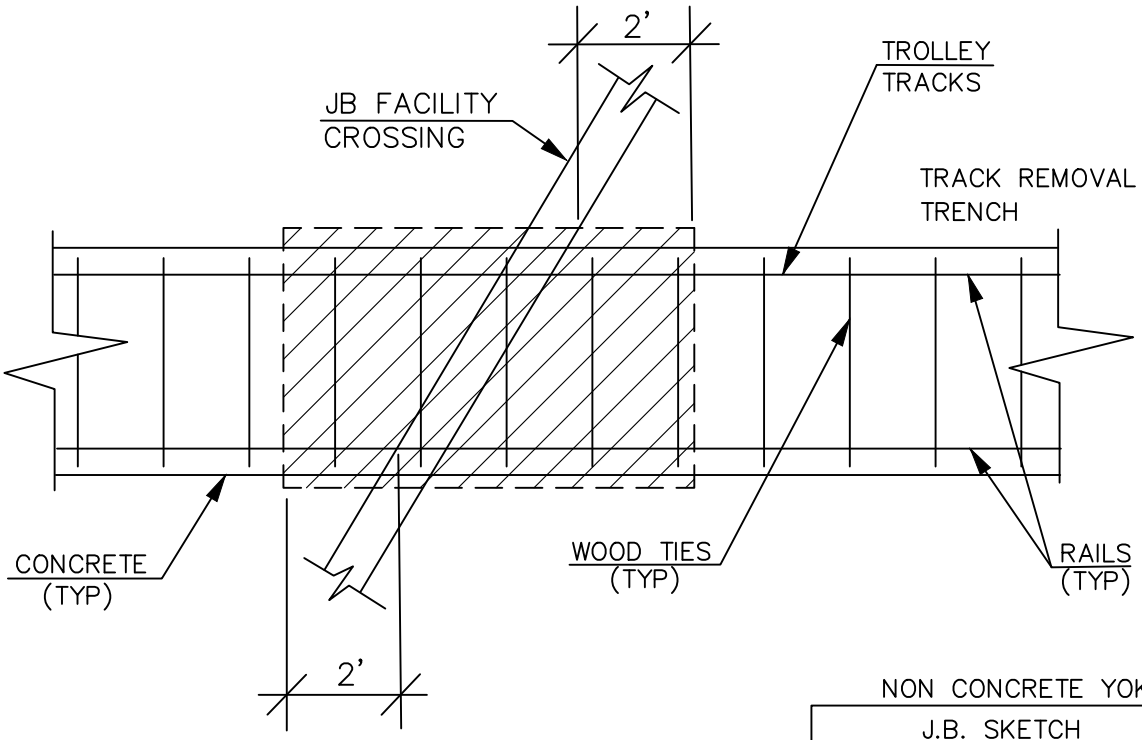
When this work is performed within a mass excavation area, a credit will be taken for the removed trolley structure.

F. References

1. NYS Industrial Code Rule 753
2. Sketch JB 798



SECTION OF JB FACILITIES CROSSING TROLLEY TRACKS



PLAN OF JB FACILITIES CROSSING TROLLEY TRACKS

NON CONCRETE YOKE

J.B. SKETCH

ACCOMODATION FACILITIES CROSSING TROLLEY RAILROAD STRUCTURES

REVISIONS	CONTRACT NO.	SKETCH NO.
11/28/2018		JB 798

JB 799 - MODIFICATION OF NON CONCRETE TROLLEY STRUCTURES REMOVAL PARALLEL TO UTILITY FACILITIES

A. Description

This JB item shall only be applied to trolley structure systems that do not contain concrete yoke foundations. This JB item shall only be used for trolley systems that have rails and wood ties only.

Under this section, the Contractor shall provide all incremental labor, equipment, insurance and incidentals required to maintain, protect, support and accommodate the integrity of utility facilities that include but are not limited to:

1. Conduits;
2. Conductors;
3. Concrete encased Conduit banks;
4. Steel Pipes; Steam Facilities;
5. Oil-o-static Facilities; and
6. Non-cost Sharing Gas Facilities;
7. Steam Facilities.

of various sizes and configurations paralleling or encroaching trolley structures located within a zone of protection, as indicated on the Plans or as directed by the field representative, during all trolley structure removal operations and subsequent backfilling operations. Utility facilities which cross over, under and between the trolley structures are not included within this item and will be paid for under the appropriate JB item. The work shall be performed in accordance with the contract plans, the specifications, and as encountered during construction and directed by the facility operator(s).

B. Materials – N/A

C. Method of Construction

The Contractor shall maintain, protect, support and accommodate the integrity of all utility facilities of various sizes and configurations paralleling or encroaching trolley structures within a zone of protection as indicated on the Plans or as directed by the field representative, during removal of trolley structures and subsequent backfilling and compaction operations under other contract item(s). The facility operator(s) shall identify the locations of all utilities within the contract area as required by New York State Industrial Code Rule 753. As provided by the Rule, the Contractor shall use hand excavation methods (pick and shovel or hand held power tools) directly below the pavement base to expose the utility and ascertain the numerical relationships and/or dimensions of these utilities with respect to the proposed excavation. Contractor shall perform test pits at locations determined by the facility operator to expose utility as specified in JB 400. Upon exposing the affected utilities sufficiently, and at the sole discretion of the facility operator(s) to determine relationships and/or dimensions, the Contractor shall be permitted to proceed with care to remove existing trolley structure within the zone of protection whose limit shall be defined as a distance of 24 inches from the outside face of each utility to the edge of the trolley structure.

D. Method of Measurement

The quantity to be measured for payment shall be the number of linear feet of modified trolley structure removal within the zone of protection as indicated on the plans, measured along the centerline of trench. The trench is defined as one track set containing two rails. The contract item specified under this section shall not be measured for payment in conjunction with other types of utility items. Modifications to work methods required in areas between zones of protection for multiple utilities or JB facilities shall not be measured for payment and are included in the price bid for this item.

E. Price to Cover

The unit price per linear foot shall include the incremental cost for all labor, equipment, insurance and incidentals required to maintain, protect, support and accommodate the integrity of utility facilities paralleling or encroaching trolley structures during the removal of trolley structures (including rails, timber ties, trolley conduits, and main conduits), and backfilling and compacting within a zoned area designated for protection of utilities by the facility operator(s).

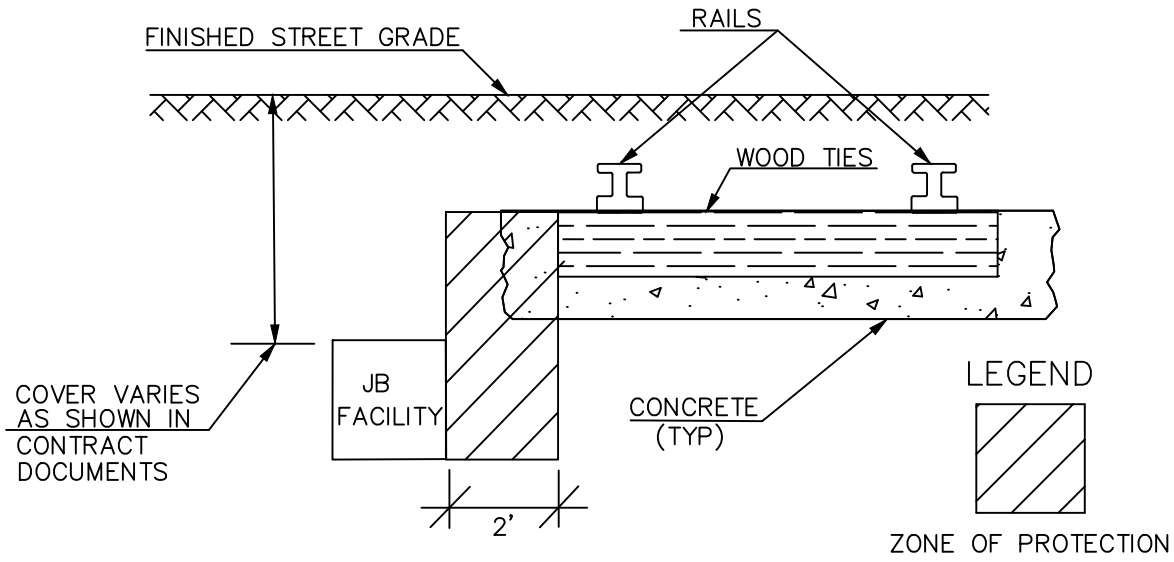
The unit price shall also include any additional cutting, removing and disposing of roadway materials; hand or machine excavation; trucking and disposing of excavated materials, installation and removal of sheeting; and furnishing, installing and compacting backfill that may be required to support, protect, maintain and accommodate the integrity of utility facilities. The price shall also include means to ascertain the numerical relationship between utility and the trolley structure, and the incremental cost for providing all vehicular and pedestrian traffic maintenance necessary to perform the work.

The Contractor shall be responsible for any and all damages resulting from and/or due to trolley demolition operations that are not performed in accordance with the specifications.

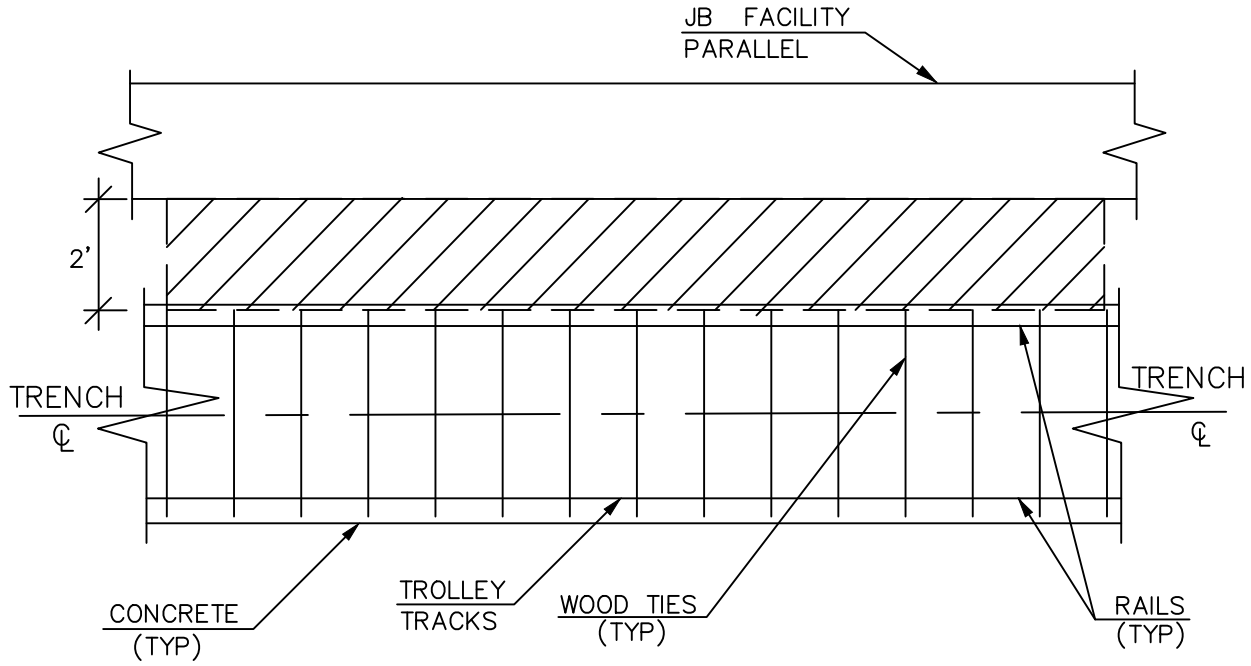
When this work is performed within a mass excavation area, a credit will be taken for the removed trolley structure.

F. References

1. NYS Industrial Code Rule 753
2. Sketch JB 799



SECTION OF JB FACILITIES PARALLELING TROLLEY TRACKS



PLAN OF JB FACILITIES PARALLELING TROLLEY TRACKS

NON CONCRETE YOKE

J.B. SKETCH

ACCOMODATION FACILITIES PARALLEL TROLLEY RAILROAD STRUCTURES

REVISIONS	CONTRACT NO.	SKETCH NO.
11/28/2018		JB 799

JB 800 - MODIFICATION OF CONCRETE YOKE TROLLEY STRUCTURES REMOVAL WHEN CROSSING UTILITY FACILITES

A. Description

This JB item shall only be applied to trolley structure systems that contain concrete yoke foundations. This JB item shall not be used for trolley systems that have rails and wood ties only.

Under this section, the Contractor shall provide all incremental labor, equipment, insurance and incidentals required to maintain and protect and accommodate the integrity of utility facilities that include but are not limited to:

1. Conduits
2. Conductors
3. Concrete encased conduit banks
4. Steel pipes
5. Oil-o-static facilities
6. Non-cost Sharing Gas Facilities and
7. Steam Facilities

of various sizes and configurations crossing trolley structures at various angles located within a zone of protection, as indicated on Sketch JB 800, during the removal of trolley structures and subsequent backfilling operations. Utility facilities that run parallel to trolley structures are not included within this item and will be paid for under the appropriate JB item. The work shall be performed in accordance with the contract plans, the specifications, and as encountered during construction and directed by the facility operator.

B. Materials – N/A

C. Method of Construction

The Contractor shall maintain, protect, and accommodate the integrity of all utility facilities of various sizes and configurations crossing trolley structures within a zone of protection as indicated in Sketch JB 800, during removal of trolley structures and subsequent backfilling and compaction operations under other contract item(s). The facility operator shall identify the locations of all utilities within the contract area as required by New York State Industrial Code Rule 753. As provided by the Rule, the Contractor shall use hand excavation methods (pick and shovel or hand held power tools) directly below the pavement base to expose the utility and ascertain the numerical relationships and/or dimensions of these utilities with respect to the proposed excavation. Contractor shall perform test pits to expose the utilities as specified under JB 400. Upon exposing the affected utilities sufficiently, and at the sole discretion of the facility operator to determine relationships and/or dimensions, the Contractor shall be permitted to proceed with hand held power tools to remove existing trolley structure within the zone of protection whose limit shall be defined as a perimeter located 24 inches from the outside face of each utility crossing.

D. Method of Measurement

The quantity to be measured for payment shall be the number of linear feet of modified trolley structure removal within the zone of protection as indicated on JB Sketch 800, measured along the centerline of trench. The trench is defined as one track set containing two rails. The zone of protection shall be defined, for the purpose of this agreement, as the boundary/area designated on the plans or a boundary/area 3 feet to either side of each of the designated facilities, based upon available records and/or information obtained from prior or new test pits, or any combination thereof. Where overlapping of the zones occurs due to multiple facilities, the boundary/area shall be modified to one zone measured from the outside limits. The contract item specified under this section shall not be measured for payment in conjunction with other types of utility items. Modifications to work methods required in areas between zones of protection for multiple utilities or JB facilities shall not be measured for payment and are included in the price bid for this item.

E. Price to Cover

The unit price per linear foot shall include the incremental cost for all labor, equipment, insurance and incidentals required to maintain and protect and accommodate the integrity of utility facilities during the removal of trolley structures (including rails, timber ties, yokes, trolley conduits, main conduit, rail and yoke foundations), and backfilling and compacting within a zoned area designated for protection of utilities by the facility operator.

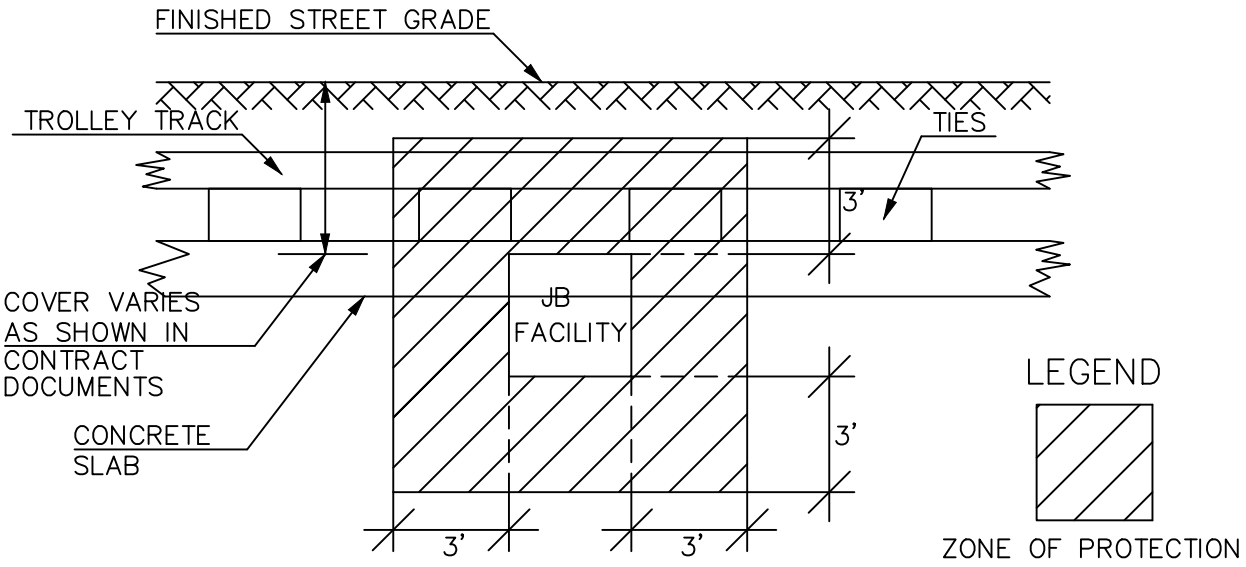
The unit price shall also include any additional cutting, removing and disposing of roadway materials; hand or machine excavation; trucking and disposing of excavated materials, installation and removal of sheeting; and furnishing, installing and compacting backfill that may be required to support, protect, maintain and accommodate the integrity of utility facilities. The unit price shall also include the incremental cost for providing all vehicular and pedestrian traffic maintenance necessary to perform the work.

The Contractor shall be responsible for any and all damages resulting from and/or due to trolley demolition operations that are not performed in accordance with the specifications.

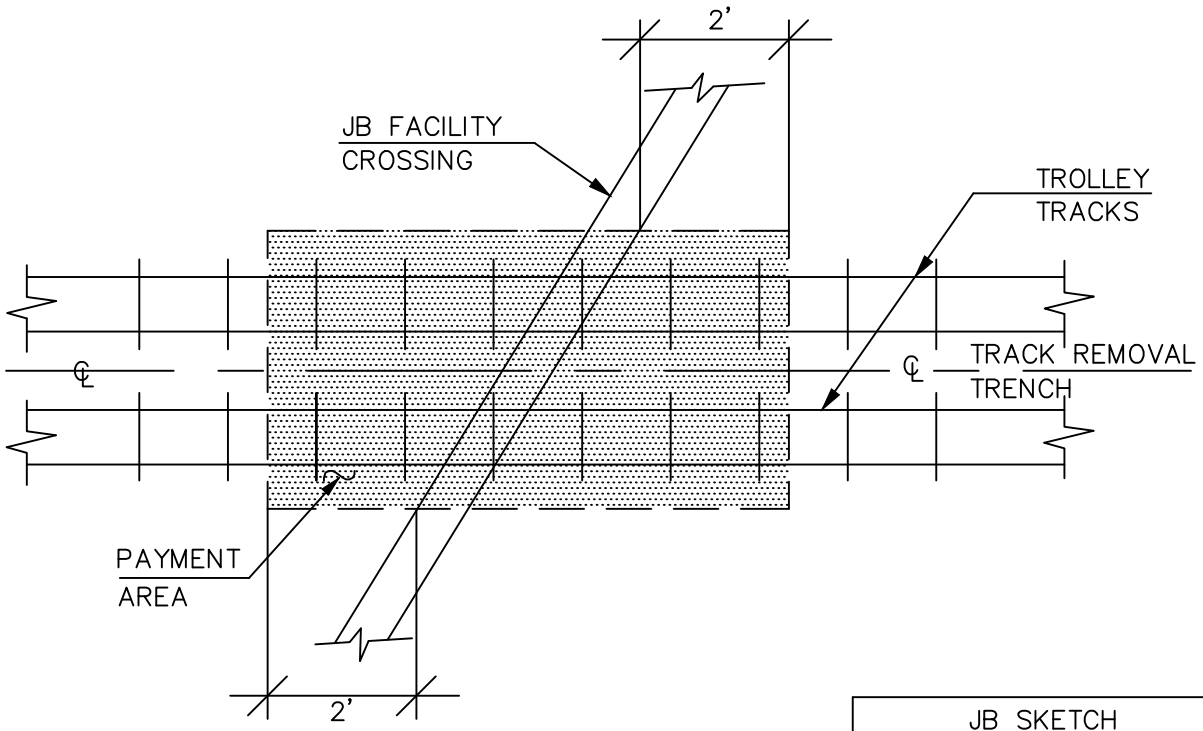
When this work is performed within a mass excavation area, a credit will be taken for the removed trolley structure.

F. References

1. NYS Industrial Code Rule 753
2. Sketch JB 800



SECTION OF JB FACILITIES CROSSING TROLLEY TRACKS



PLAN OF JB FACILITIES CROSSING TROLLEY TRACKS

JB SKETCH	
ACCOMODATION FACILITIES AT TROLLEY RAILROAD STRUCTURES	
REVISIONS	
11/28/2018	CONTRACT NO. / SKETCH NO. JB 800

JB 801 - MODIFICATION OF CONCRETE YOKE TROLLEY STRUCTURES REMOVAL PARALLEL TO UTILITY FACILITIES

A. Description

This JB item shall only be applied to trolley structure systems that contain concrete yoke foundations. This JB item shall not be used for trolley systems that have rails and wood ties only.

Under this section, the Contractor shall provide all incremental labor, equipment, insurance and incidentals required to maintain, protect, support and accommodate the integrity of utility facilities that include but are not limited to:

1. Conduits
2. Conductors
3. Concrete encased conduit banks
4. Steel pipes
5. Oil-o-static facilities
6. Non-cost sharing gas facilities and
7. Steam facilities

of various sizes and configurations paralleling or encroaching trolley structures located within a zone of protection, as indicated in sketch JB 801 or as directed by the field representative, during all trolley structure removal operations and subsequent backfilling operations. Utility facilities which cross over, under and between the trolley structures are not included within this item and will be paid for under the appropriate JB item. The work shall be performed in accordance with the contract plans, the specifications, and as encountered during construction and directed by the facility operator(s).

B. Materials – N/A

C. Method of Construction

The Contractor shall maintain, protect, support and accommodate the integrity of all utility facilities of various sizes and configurations paralleling or encroaching trolley structures within a zone of protection as indicated in sketch 801 or as directed by the field representative, during removal of trolley structures and subsequent backfilling and compaction operations under other contract item(s). The facility operator(s) shall identify the locations of all utilities within the contract area as required by New York State Industrial Code Rule 753. As provided by the Rule, the Contractor shall use hand excavation methods (pick and shovel or hand held power tools) directly below the pavement base to expose the utility and ascertain the numerical relationships and/or dimensions of these utilities with respect to the proposed excavation. Contractor shall perform test pits to expose the utilities as specified under JB 400. Upon exposing the affected utilities sufficiently, and at the sole discretion of the facility operator(s) to determine relationships and/or dimensions, the Contractor shall be permitted to proceed with hand held power tools to remove existing trolley structure within the zone of protection whose limit shall be defined as a perimeter located 24 inches from the outside face of each utility.

D. Method of Measurement

The quantity to be measured for payment shall be the number of linear feet of modified trolley structure removal within the zone of protection as indicated on the plans, measured along the centerline of trench. The trench is defined as one track set containing two rails. The contract item specified under this section shall not be measured for payment in conjunction with other types of utility items. Modifications to work methods required in areas between zones of protection for multiple utilities or JB facilities shall not be measured for payment and are included in the price bid for this item.

E. Price to Cover

The unit price per linear foot shall include the incremental cost for all labor, equipment, insurance and incidentals required to maintain, protect, support and accommodate the integrity of utility facilities paralleling or encroaching trolley structures during the removal of trolley structures (including rails, timber ties, yokes, trolley conduits, main conduit, rail and yoke foundations), and backfilling and compacting within a zoned area designated for protection of utilities by the facility operator(s).

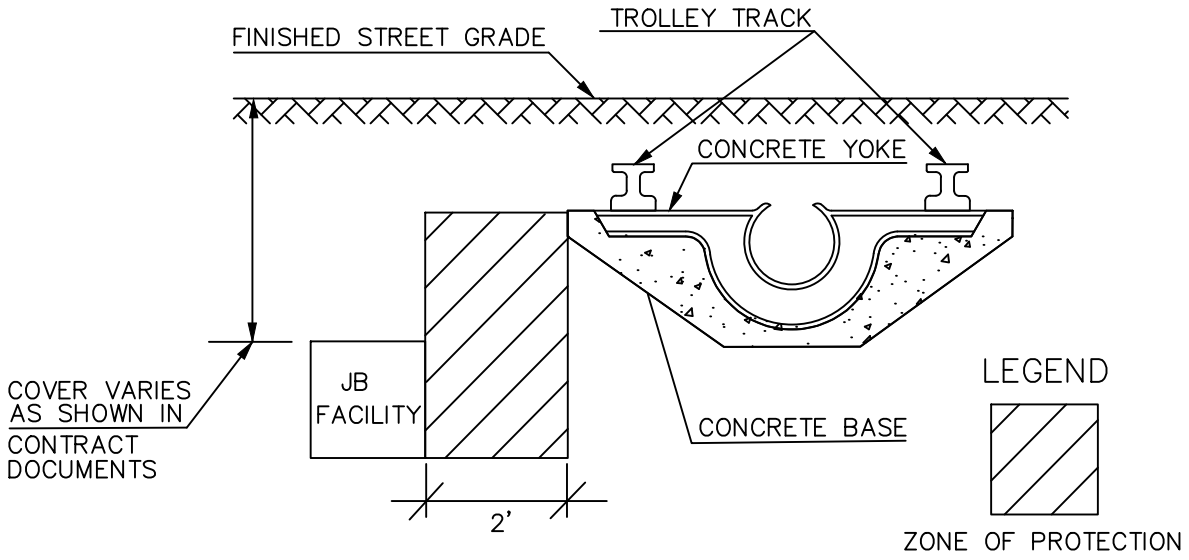
The unit price shall also include any additional cutting, removing and disposing of roadway materials; hand or machine excavation; trucking and disposing of excavated materials, installation and removal of sheeting; and furnishing, installing and compacting backfill that may be required to support, protect, maintain and accommodate the integrity of utility facilities. The unit price shall also include the incremental cost for providing all vehicular and pedestrian traffic maintenance necessary to perform the work.

The Contractor shall be responsible for any and all damages resulting from and/or due to trolley demolition operations that are not performed in accordance with the specifications.

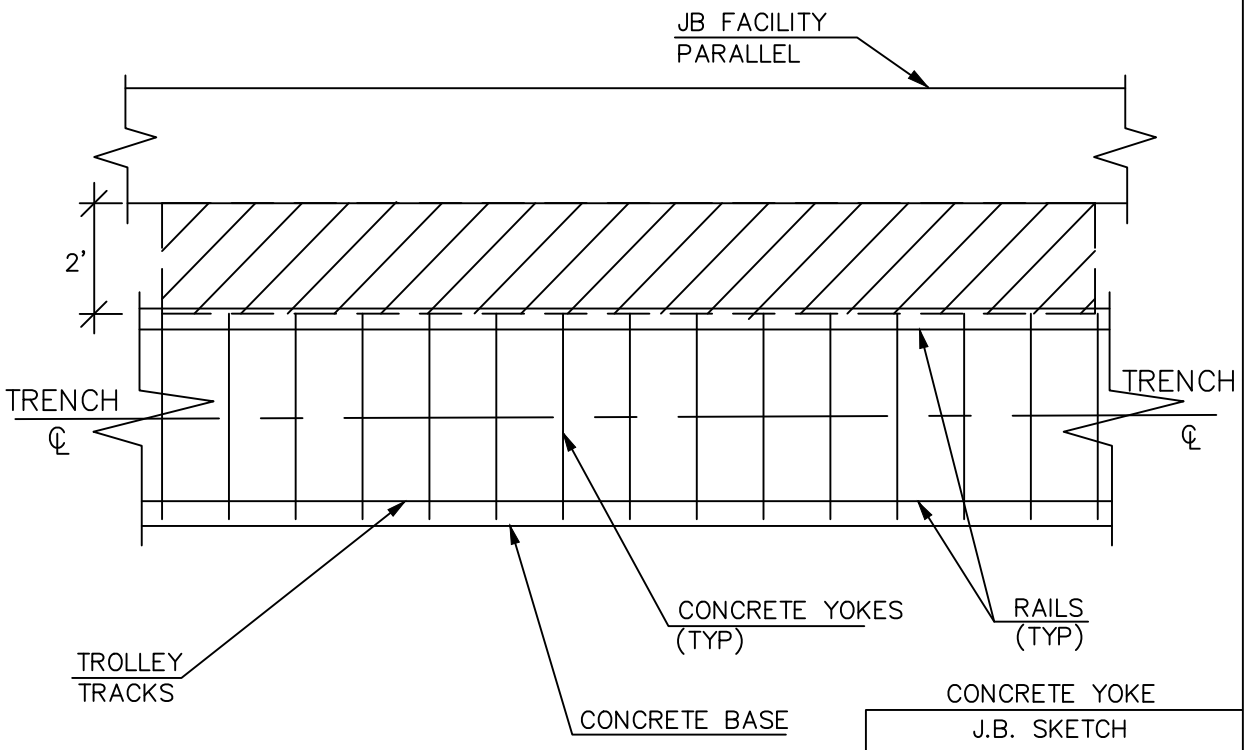
When this work is performed within a mass excavation area, a credit will be taken for the removed trolley structure.

F. References

1. NYS Industrial Code Rule 753
2. Sketch JB 801



SECTION OF JB FACILITIES PARALLELING TROLLEY TRACKS



PLAN OF JB FACILITIES PARALLELING TROLLEY TRACKS

J.B. SKETCH	
ACCOMODATION FACILITIES PARALLEL TROLLEY RAILROAD STRUCTURES	
REVISIONS	
11/28/2018	CONTRACT NO. / SKETCH NO. JB 801

JB 802 - SPECIAL MODIFICATION OF WORK FOR INSTALLATION OF NEW CURBS AND SIDEWALKS

A. Description

Under this Section, the Contractor shall be required to modify work methods of installing new curb and sidewalk in order to maintain, protect and accommodate the integrity of private Utility Facilities located within a zone of protection immediately beneath existing sidewalk and curb designated to be replaced under other Contract items. The zone of protection shall define an area of curb and sidewalk where: work is within the vicinity of private Utility Facilities as shown on the Special Care Excavation Plan or where utilities are encountered during construction that are within 18 inches of either face of curb and/or 12 inches of the base material of proposed curb and/or sidewalk**.**

B. Materials – N/A

C. Method of Operation/Construction

Once clearances have been verified by available records to the satisfaction of the facility operator, the Contractor shall exercise extreme caution to install new curb and sidewalks within zoned areas of protection. Exercising extreme caution shall mean utilizing appropriate methods of operation/construction, special operations and sequencing, and by employing hand labor, using hand held tools only, under the personal direction of the appropriate facility operator. The work shall incorporate, but not be limited by, the following restrictions:

1. Removal of Existing Curb and Sidewalk

Removal of existing curb and sidewalk material shall be performed by saw cutting the curb and sidewalk, for a depth of not less than 2", to assist the Contractor in breaking up the concrete curb and sidewalk for removal by hand. Curb and sidewalk removal shall be done with hand labor, using hand held tools only while working from adjacent undisturbed sidewalk and/or pavement. Furthermore, it shall be understood to mean that digging and/or excavating directly with power-mechanized earth moving equipment will not be permitted. Power mechanized earth moving equipment may only be used as a depository of material removed from the excavation by hand as described above. All equipment, methods, and maintenance and protection provisions shall require full authorization by the facility operator.

2. Preparation and Installation of New Curb and Temporary and New Sidewalk

Backfilling, filling, grading of sub base, and installation of new curb and both temporary and new sidewalk, as required under other Contract Items, shall be performed utilizing materials, equipment and methods of construction that will insure the integrity of the private utility facilities and at the same time meet all requirements for this work as specified in other sections of this contract.

3. Compaction

The Contractor shall compact all sub-grade and new sub-base materials by utilizing native and/or blended fill material, equipment and methods of construction that will ensure integrity of private Utility Facilities and at the same time meet all requirements for compaction as specified in Section 4.11 of the Standard Highway Specifications.

4. Powered Excavating Equipment Limitations

The Contractor shall not employ powered or mechanical excavating equipment within the zone of protection. Powered or mechanical excavating equipment may only be used as a depository for material removed from the excavation by hand as described above.

The Contractor shall not be permitted to store, stand and/or travel equipment/vehicles on specified unpaved zoned protection areas.

D. Method of Measurement

1. ITEM JB 802A

The quantity of "Special Care Excavation and Restoration for Sidewalk Work" to be measured for payment shall be the number of square feet (SF) of new sidewalk actually installed under other contract items within the zone of protection areas requested by the facility operator. For payment purposes, the horizontal limits for a zone of protection area shall be defined as the area designated on the plans or an area equal to the length of the designated facility multiplied by its width plus 18 inches on each side. Where overlapping of zones occur due to multiple facilities, the area will be modified to one zone measured from the outside limits. Where the 18-inch area falls beyond the curb line the outside boundary shall be the curb line.

2. ITEM JB 802B

The quantity of "Special Care Excavation and Restoration for Curb Work" to be measured for payment shall be equal to the number of linear feet (LF) of new curb actually installed under other contract items within the zone of protection areas requested by the facility operator.

E. Price to Cover

1. ITEM JB 802A

The contract price per square foot for "Special Care Excavation and Restoration for Sidewalk Work" shall be the incremental cost difference of all labor, materials, equipment, insurance and incidentals required for excavation and disposal of pavement, base and all other material to new sub-grade within and adjacent to zone of protection areas; saw cutting, grading, preparation of sub-grades, backfilling and compaction within zone of protection areas; all in accordance with the plans, the specifications and the directions of the facility operator. The price shall further include the cost of maintaining, protecting and accommodating the integrity of private Utility Facilities during the performance of sidewalk reconstruction (under other Contract Items) within zone of protection areas designated on the plans or as directed by the facility operator.

2. ITEM JB 802B

The contract price per linear foot for "Special Care Excavation and Restoration for Curb Work" shall be the incremental cost difference of all labor, materials, equipment, insurance and incidentals required to install new curbs and temporary restoration material under other Contract items, within and adjacent to zone of protection areas; all in accordance with the plans, the specifications and the directions of the facility operator. The price shall further include the cost of maintaining, protecting, and accommodating the integrity of private Utility Facilities during the performance of curb reconstruction (under other Contract Items) within zone of protection areas designated on the plans or as directed by the facility operator.

Payment for all work specified herein shall be made on a one-time basis only; no payment will be made for the same area of sidewalk or length of curb more than one time. In addition, work under these items shall not be paid in combination with other utility items.

F. References

1. Section 4.11 Standard Highway Specification

JB 803 - LINE CUT BY PNEUMATIC TOOLS IN LIEU OF SAW CUT ASSOCIATED WITH ROADWAY REMOVAL OPERATIONS

A. Description

Under this section, the Contractor shall provide all incremental labor, equipment, insurance and incidentals required to maintain, protect, support and accommodate the integrity of utility facilities that include but are not limited to oil o static facilities, and any other facilities of various sizes and configurations paralleling or crossing proposed saw cut areas located within a zone of protection associated with roadway removal operations, as determined by the utility operator. Utility facilities which cross under and between the saw cut area are included within this item. The work shall be performed in accordance with the contract plans, the specifications, and as encountered during construction and determined by the facility operator(s).

B. Materials – N/A

C. Method of Construction

The Contractor shall maintain, protect, support and accommodate the integrity of all utility facilities of various sizes and configurations paralleling or crossing the saw cut area within a zone of protection as determined by the Facility Operator, during the roadway saw cut. The facility operator(s) shall identify the locations of all utilities within the contract area as required by New York State Industrial Code Rule 753. As provided by the Rule, the Contractor shall use pneumatic tools to line cut the pavement in lieu of saw cut by machine. It is the sole discretion of the facility operator(s) to determine relationships and/or dimensions, and advise the Contractor to proceed with pneumatic tools to line cut existing roadway structure.

D. Method of Measurement

The quantity to be measured for payment shall be the number of linear feet of line cut performed by pneumatic tools measured along the length of cut. The contract item specified under this section shall not be measured for payment in conjunction with other types of utility items. Modifications to work methods required in areas between zones of protection for multiple utilities or JB facilities shall not be measured for payment and are included in the price bid for this item.

JB 803.1 Line cut Asphalt Roadway (LF)
JB 803.2 Line cut any combination of Asphalt and Concrete Roadway (LF)
JB 803.3 Line cut any combination of Asphalt, Concrete, and Belgium Block (LF)

E. Price to Cover

The unit price per linear foot shall include the incremental cost for all labor, equipment, insurance and incidentals required to maintain, protect, support and accommodate the integrity of utility facilities paralleling or crossing the saw cut area associated with the removal of roadway designated for protection of utilities by the facility operator(s).

The unit price shall also include any additional cutting, removing and disposing of roadway materials; and any backfill that may be required to support, protect, maintain and accommodate the integrity of utility facilities. The price shall also include the incremental cost for providing all vehicular and pedestrian traffic maintenance necessary to perform the work.

The Contractor shall be responsible for any and all damages resulting from and/or due to saw cutting operations that are not performed in accordance with the specifications.

F. References

1. NYS Industrial Code Rule 753

Consolidated Edison Company of New York, Inc.

Guideline

For

Safe Entry into Sub-Surface Structures (Electrical Enclosed Space),

Moving Energized Underground Cables

Removal of Conduit from Cables, and

Sub-Surface Structure Break Out, Rebuild & Breaking Out a Point of Entry (POE's) Into Sub-Surface Structures

Performed by

Municipal Contractors

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1.0 Definitions

1.1 Competent Person – As a general rule, a Competent Person is an individual who, by way of training and/or experience, is knowledgeable of OSHA and other applicable standards, can identify workplace hazards relating to the specific operation and is designated by the employer with the authority to take all appropriate actions necessary to comply with all applicable standards and take prompt corrective measures to eliminate the hazards. Some OSHA standards add additional specific requirements that must be met by the Competent Person.

1.2 Attendant – An authorized individual who is stationed outside a sub-surface structure or an Electrical Enclosed Space to monitor the authorized entrants and to perform duties assigned including aiding individual(s) inside the sub-surface structure or Electrical Enclosed Space.

1.3 Electrical Enclosed Space – OSHA defines an Electrical Enclosed Space as a working space, such as a manhole, vault, tunnel, service box, or shaft, used for the operation and maintenance of electric power generation, transmission, and distribution lines and equipment. An Electrical Enclosed Space has a limited means of egress or entry and is designed for periodic entry under normal operating conditions. Under normal conditions, an Electrical Enclosed Space does not contain a hazardous atmosphere but may contain a hazardous atmosphere under abnormal conditions.

1.4 CET Specification – CET Specification defining private utility work within Municipal Construction Contracts.

1.5 JB Specification – Joint Bid specification defining private utility work within a NYC DDC Capital contract.

1.6 Public Improvement Representative – Con Edison employee, (Inspector, Construction Representative, Chief Construction Inspector, Project Specialist, or Manager) assigned to the Public Improvement section.

1.7 Municipal Contractor – Construction municipal contractor performing work for Municipal, State or other Public Agencies or Authorities.

1.8 Electrically Competent Qualified Municipal Contractor – is a Municipal Contractor employee designated and documented by the Municipal Contractor employer, in writing, as the electrically competent and qualified person who, by way of training and/or experience has the skills and techniques necessary to distinguish exposed live parts from other parts of electrical equipment, can identify non-insulated conductors from insulated conductors and/or cables and has the knowledge of the precautionary techniques, personal protective equipment, insulating and shielding materials, and insulated tools that are required for working on or near exposed energized electrical equipment. The Electrically Competent Qualified Municipal Contractor (ECQMC) employee can identify varying workplace electrical hazards relating to the specific operation and has the authority to take appropriate actions, as required. To meet the task specific qualifications of this guideline, the ECQMC employee must be familiar with this document, be able to demonstrate adherence, conduct job briefings and be present during critical tasks and/or operations to ensure that all crew members understand hazards associated with the job, work

procedures involved, special precautions, energy source controls and personal protective equipment requirements. The ECQMC should be onsite during the performance of all tasks in which ECQMC employees may be exposed to electrical hazards either noted in applicable sections of this guideline and/or listed in Appendix B – PI Check Point Tasks.

2.0 References

2.1 OSHA Section 1910.269 – Electric Power Generation, Transmission & Distribution & 1926 Subpart V –Electric Power Transmission and Distribution

2.2 Training

The OSHA Office of Training and Education (OTE) develops, directs, oversees, manages and ensures implementation of OSHA's national training and education policies and programs in support of OSHA's strategic goals with the objective of reducing occupational hazards through direct intervention, promoting a safety and health culture through compliance assistance, cooperative programs and strong leadership and maximizing OSHA effectiveness and efficiency by strengthening capabilities and infrastructure.

All Municipal Contractor employees shall be trained in and familiar with the safety-related work practices, safety procedures, and other safety requirements in section 1910.269(a)(2) and 1926 Subpart V that pertains to the Municipal Contractor employees' respective job assignments. Municipal Contractor employees shall also be trained in and familiar with any other safety practices, including emergency procedures, such as manhole rescue, that are not specifically addressed by this referenced section but that is related to their work and is necessary for their safety.

Con Edison manhole inspection and underground awareness training can be scheduled through the Con Edison TLC upon request of the municipal contractor. OSHA 10 certification cards and CPR / First Aid training are prerequisites.

2.2.1 Electrically Competent Qualified municipal contractors shall also be trained and competent in:

a- The skills and techniques necessary to distinguish exposed live parts from other parts of electrical equipment

b- The skills and techniques necessary to determine exposed live parts from other parts, (determination of non-insulated conductors from insulated conductors / cables).

c- The knowledge of the precautionary techniques, personal protective equipment, insulating and shielding materials, and insulated tools that are required for working on or near exposed energized parts of electrical equipment. Generally, the Municipal Contractor will not be required to work on or near exposed/non-insulated energized parts of electrical equipment or cables. In the event special conditions exist requiring working near exposed/non insulated energized parts of electrical equipment or

cables, the Municipal Contractor shall cease working and immediately contact the authorized Con Edison Inspector so that a further assessment of the condition can be evaluated, and appropriate guidance provided.

d- The Electrically Competent Qualified Municipal Contractor employee shall determine, through regular supervision and through inspections conducted on at least an annual basis that each Municipal Contractor employee is complying with the safety-related work practices outlined in this guidance document. Prior to entry into structures outlined in this procedure, the ECQMC employee shall ensure that any employee entering is trained and qualified.

2.2.2 A Municipal Contractor employee shall receive additional training (or retraining) by the Electrically Competent Municipal Contractor under any of the following conditions:

a- If the Electrically Competent Qualified Municipal Contractor employee indicates that the Municipal Contractor employee is not complying with safety-related work practices

b- If new technology, new types of equipment, or changes in procedures necessitate the use of safety-related work practices that are different from those which the Municipal Contractor employee would normally use

c- If the Municipal Contractor employee must employ other safety-related work practices that are not normally used or that require modification from those stated in this guidance document

Note: OSHA requires retraining before commencing with a task that has not been performed within one year.

The required training shall be of the classroom and/or on-the-job type. The training shall establish Municipal Contractor proficiency in the work practices required and shall introduce the procedures necessary for compliance. The Electrically Competent Qualified Municipal Contractor shall certify that each Municipal Contractor employee has received the training required and retains records of this training to be supplied upon request by Con Edison.

3.0 Safe Entry into Sub-Surface Structures, (Electrical Enclosed Space)

All subsurface electric cable systems and related components shall be considered to be energized until they have been verified as being de-energized by qualified Con Edison electrical personnel. Prior to the state of conduit removal operations, the identity and content of the facility (conduit and cable contained therein) shall be

verified utilizing applicable Con Edison maps & plates. In case of any safety concern, the option of de-energizing shall be discussed with the PI Representative. Caution shall always be employed whenever conduits are opened to expose the interior, even if the Con Edison maps and plates indicate no live facilities.

3.1 Purpose

To establish a guideline that shall be employed for safe entry into Con Edison sub-surface structures by Municipal Contractors.

3.2 Application

Municipal Contractor personnel

3.3 Guideline

This guideline provides the requirements for practices that shall be employed for safe entry into Con Edison sub-surface structures. Municipal Contractor personnel requiring entry into Con Edison sub-surface structures shall adhere to this guideline.

3.4 Inspection/Testing

Prior to entry into a Con Edison sub-surface structure, properly trained and qualified Con Edison electrical personnel must conduct an inspection. The inspection will determine if the condition of the electrical facilities contained therein is sufficient to allow need based unrestricted access. The Con Edison electrical personnel will communicate to both PI Representative and to the ECQMC personnel any safety precautions to be taken and that the subsurface structure is safe for entry and document such findings. Any condition deemed to be un-safe through this formal inspection process would preclude granting access.

An inspection must take place daily prior to Municipal Contractor entry. Once the cover is placed on the electric subsurface structure another inspection must occur prior to Municipal Contractor entry unless the ECQMC has met the requirements outlined in Section 4.7.a. Inspections include but are not limited to:

1) Testing for stray voltage by a qualified Con Edison employee or an ECQMC employee who has completed applicable Con Edison training courses.

2) Completion of atmospheric testing.

3) Determination that it is safe to enter the space.

4) A visual inspection for any abnormalities previously defined.

5) Communication of inspection results and hazards to the Con Edison inspectors and the municipal contractor supervisor.

6) A copy of the underground inspection form can be reviewed in the field with the PI Representative in consultation with the qualified Con Edison electrical personnel upon request by the ECQMC.

3.5 Job Briefing

The Electrically Competent Qualified Municipal Contractor in charge shall conduct a job briefing with the municipal contractor's employees involved before they start the job. The briefing shall cover: the hazards associated with the job; work procedures involved; special precautions; and personal protective equipment requirements. The Electrically Competent Qualified Municipal Contractor shall instruct that all cables are to be treated as energized. Additional briefings shall be held if significant changes, which might affect the safety of the municipal contractor's employees, occur during performance of the work. The Electrically Competent Qualified Municipal Contractor shall document completion of the job briefing. A copy of the documented job briefing shall be available upon request by Con Edison.

3.6 Attendants

While work is performed in a Con Edison sub-surface structure, a Municipal Contractor Attendant shall be available in the immediate vicinity to render emergency assistance. Sub-surface structure Attendants shall comply with applicable OSHA requirements.

3.7 Hazardous Atmosphere

Municipal Contractor personnel shall perform a documented hazardous atmosphere test before entry into any Con Edison sub-surface structure and perform continuous air monitoring in compliance with applicable OSHA requirements. Any atmospheric reading deemed to be un-safe would prohibit access to the structure. The Municipal Contractor shall immediately notify the authorized Con Edison Inspector.

3.8 Personal Protective Equipment

Municipal Contractor personnel requiring entry into Con Edison sub-surface structures shall refer to and comply with applicable OSHA requirements regarding the use of Personal Protective Equipment when performing this work. Con Edison also requires that Municipal Contractor personnel assigned to work inside Con Edison sub-surface structures shall always wear Flame Resistant (FR) Clothing with a rating of 8 cal/cm^2 or HR2, wear a retrieval harness, and that a retrieval device be on location. In addition, an atmospheric tester must be in use continuously anytime a structure is occupied. See section 3.9 for Matrix on Con Edison's Personal Protective Equipment Guideline.

3.9 Con Edison Personal Protective Equipment Guideline

	Task	Class 0 Gloves	FR Clothing	FR Hood	Blast Goggles	Face Shield	Safety Glasses
1	Pavement breaking	N	N				Y
2	Breaking out concrete encased duct	Y	Y			Y	Y
3	Moving energized primary cables that are located outside a structure while in proximity to joints	Y	Y	Y	Y		

4	Moving primary cables outside a structure (no joints involved)	Y	Y				Y
5	Moving energized secondary cables	Y	Y				Y
6	Hand excavate to locate precast ducts	N	N				Y
7	Hand excavate to locate direct buried cables	Y	Y				Y
8	Removing cable from conduit	Y	Y				Y
9	Breaking structure for POE from outside/inside	Y	Y			Y	Y
10	Breaking sub-structure walls	Y	Y				Y
11	Pulling rope within structure with energized cable	Y	Y				Y
12	Pulling rope in enclosed spaces	Y	Y				Y
13	Building a bench or platform within a subsurface structure to support or protect cables.	Y	Y				Y
14	Breaking out unknown precast electric duct	Y	Y				Y
15	Using digging bar over electric facility	Y	N				Y
16	Using digging bar over direct buried cables	Y	Y				Y
17	Using Pneumatic clay digger in vicinity of electric facility	Y	Y				Y
18	Installing forms for field-constructed sub- surface structures from inside the designed footprint when connected cables are present	Y	Y				Y
19	Installing forms for field-constructed subsurface structures from outside the designed footprint when connected cables are present	N	N				Y
20	Installing forms for field-constructed subsurface structure prior to first energization of new cables	N	N				Y
21	Saw cutting operation	Y	N				Y
22	Hand excavate to locate cable fault	Y	Y				Y
23	Hand excavating to find service dead leg	Y	Y				Y
24	Removing underground silo	Y	Y				Y
25	Regrade	Y	N				Y
26	Build/remove shunt box w/ energized cable inside	Y	Y				Y

3.10 Access

Municipal Contractor personnel shall not climb into or out of Con Edison sub-surface structures by stepping on cables or hangers.

4.0 Removal of Conduit from Cables, Moving Energized Underground Cables & Working in Open Trenches / Excavations that Contain a D-Fault.

4.1 Purpose

Establish a guideline that shall be employed by Electrically Competent Qualified Municipal Contractor personnel, meeting OSHA & Con Edison training requirements, when removing conduit from cables and moving Con Edison energized underground cables located outside or inside structures and working in open trenches / excavations that contain a cable with a D-Fault condition.

4.2 Application

Municipal Contractor personnel

4.3 Guideline

This guideline details the requirements for practices that shall be employed when moving Con Edison energized underground cables located inside or outside of Con Edison structures. Only Electrically Competent Qualified Municipal Contractor personnel who have been trained and meet necessary OSHA & Con Edison requirements for moving energized underground cables in accordance with the following directions shall perform movement of energized cables on the Con Edison system.

4.4 Job Briefing

The Electrically Competent Qualified Municipal Contractor in charge shall conduct a documented job briefing with the Municipal Contractor's employees involved before the start of the job. The briefing shall cover: the hazards associated with the job; work procedures involved; special precautions; and personal protective equipment requirements. The Electrically Competent Qualified Municipal Contractor shall instruct that all cables are to be treated as energized. Additional briefings shall be held if significant changes, which might affect the safety of the Municipal Contractor's employees, occur during the course of the work. The Electrically Competent Qualified Municipal Contractor shall document completion of the job briefing. A copy of the documented job briefing shall be available upon request by Con Edison.

4.5 Removal of Conduit from Cables

All subsurface electric cable systems and related components shall be considered energized. Caution shall always be employed whenever conduits are opened to expose the interior cable. Refer to Appendix A for additional requirements and resources.

4.5.1. Pre-cast Concrete Conduit

a- The conduit shall be fractured by striking the top end corner of the conduit with a 3 lb. hammer equipped with a non-conductive handle. When fracturing the conduit, all impact/chipping action shall be performed in such a manner to be directed across the top of the conduit away from any cable that may be inside of the conduit.

b- A small piece of the concrete conduit shall be chipped away so that a visual examination of the interior of the conduit can be made to verify the presence of cable. All impact/chipping actions shall be performed in such a manner to be directed across the top of the duct, away from the cable.

c- If cable is present, concrete-chipping operations shall continue until enough material has been removed to permit insertion of a non-conductive protective shield barrier between the conduit and cable or as directed by the authorized Con Edison Inspector based on existing field conditions. Material such as exterior grade plywood or lumber (min. thickness ¾") or suitably reinforced plastic sheet material (min. thickness 0.060" – e.g., Norplex Micarta NEMA Grade G-3 or G-10) shall be used for this purpose. This shield material shall provide protection for the cable during the remaining conduit removal operations. The remainder of the conduit shall be fractured using the 3 lb. hammer equipped with a non-conductive handle. Care shall be taken to avoid any impact upon the cable, either by direct or indirect hammer blows.

d- During and after conduit removal operations, cable/conduit shall be properly supported as indicated in Section 4.7, below.

4.5.2 Concrete Encased Conduit

a- The concrete encased conduit (including but not limited to pre-cast, fiber, tile, clay), shall be fractured by striking the top end corner of the conduit with a 3 lb. hammer equipped with a non-conductive handle. When fracturing the conduit, all impact/chipping action shall be performed in such a manner to be directed across the top of the conduit away from any cable that may be inside of the conduit.

b- For concrete encased conduit, it may be necessary to employ a handheld cold chisel (in conjunction with the 3 lb. hammer) to remove concrete encasement. If a chisel is utilized, all impact/chipping actions shall be performed in such a manner to be directed across the top of the duct, away from the cable.

c- If the concrete encasement is so dense as to render the use of a hammer and handheld chisel non-effective, an 8-pound sledgehammer may be employed. If neither of these devices proves effective, the use of a pneumatic chipping hammer will be permitted. The weight/size of the pneumatic chipping hammer shall not exceed 20 lbs. When utilizing a pneumatic chipping hammer, the device shall be securely positioned and be under close operator control at all times. The tool bit used for these operations shall be chisel shaped with a minimum width of two (2") inches. All impact/chipping actions shall be performed in such a manner to be directed across the top of the duct, away from the cable.

e- A small piece of the concrete conduit shall be chipped away to permit verification of the presence of cable inside the conduit.

f- If cable is present, concrete-chipping operations shall continue until enough material has been removed to permit insertion of a non-conductive protective shield barrier between the conduit and cable or as directed by the authorized Con Edison Inspector based on existing field conditions. Material such as exterior grade plywood or lumber (min. thickness ¾") or suitably reinforced plastic sheet material (min. thickness 0.060" – e.g., Norplex Micarta NEMA Grade G-3 or G-10) shall be used for this purpose. This shield material shall provide protection for the cable during the remaining conduit removal operation.

g- After installation of the shield material has been completed, continue removal of remaining conduit and encasement, using handheld and power tools.

h- During and after conduit removal operations, cable/conduit shall be properly supported as indicated in Section 4.7, below.

4.5.3 Wood Conduit

a- Wooden conduit shall be split using a handheld cold chisel and a 3 lb. hammer equipped with a non-conductive handle. All impact/chipping action shall be performed in such a manner to be directed across the top of the conduit away from the cable.

b- The chisel shall use to create a small window in the conduit that will permit a visual inspection of the conduit interior for the presence of cable.

c- If cable is present, wood conduit material shall continue to be removed until enough material has been removed to permit insertion of a non-conductive protective shield barrier between the conduit and cable or as directed by the authorized Con Edison Inspector based on existing field conditions. Material such as exterior grade plywood or lumber (min. thickness ¾") or suitably reinforced plastic sheet material (min. thickness 0.060" – e.g., Norplex Micarta NEMA Grade G-3 or G-10) shall be used for this purpose. This shield material shall provide protection for the cable during the remaining conduit removal operation.

d- After installation of the shield material has been completed, continue removal of remaining conduit

e- During and after conduit removal operations, cable/conduit shall be properly supported as indicated in Section 4.7, below.

4.5.4 HDPE Conduit

a- HDPE conduit shall be split using hand tools or a handheld pneumatic rotary cutting tool. All splitting/cutting actions shall be performed in such a manner to be directed across the top of the duct, away from the cable.

b- Pneumatic Rotary Cutting Tool – A pneumatic rotary cutting tool, with a depth guide, shall be used to score an access area in the surface of the conduit. Prior to application of the cutting tool to the surface of the conduit, the depth collar on the pneumatic rotary cutting tool shall be set so that the cutting bit will penetrate approximately ¾ of the wall thickness of the conduit. After the conduit has been cut to the maximum depth allowable (such that the bit does not fully penetrate the thickness of the conduit), a 3 lb. hammer shall be used to knock out the access area (window) outlined by the cutting tool. This will permit visual inspection of the conduit interior for the presence of cable.

c- If inspection of the interior of the conduit reveals that cable is present, a non-conductive protective shield barrier shall be inserted into the conduit between the conduit and cable. This shield material shall provide protection for the cable during the remaining conduit removal operations. Material such as exterior grade plywood or lumber (min. thickness ¾") or suitably reinforced plastic sheet material (min. thickness 0.060" – e.g., Norplex Micarta NEMA Grade G-3 or G-10) shall be used for this purpose. This shield material shall provide protection for the cable during the remaining conduit removal operations.

d- If inspection of the conduit interior does not reveal the presence of cable, the remaining conduit may be removed using the tool choices mentioned in 4.5.4.a.

4.5.5 Metal Conduit

a. When removing metal conduit, the Municipal Contractor shall first excavate and expose a collar connecting two sections of conduit. Once the collar is accessible, split and/or cut the collar off with a cutting tool that has a depth guide to inspect the conduit interior for the presence of cable. If a metal conduit collar is NOT easily accessible or found within 20 to 40 feet of open excavation, proceed to section 4.5.5.b. Note: If the work to be performed is in response to a suspected natural gas leak or in the presence of natural gas, only the use of non-powered hand tools is allowed. If work is required in the presence of a natural gas leak, further guidance will be provided by the PI Representative in consultation with Con Edison's Gas Engineering Department

b. If a collar connecting two sections of conduit cannot be found, metal conduit will be split using hand tools and/or a handheld rotary cutting tool. All splitting actions will be directed across the top of the conduit, away from the cable. Note: If the work to be performed is in response to a suspected natural gas leak or in the presence of natural gas, only the use of non-powered hand tools is allowed. Further guidance will be provided by Gas Engineering.

c. Score the outline of an access area onto the surface of the conduit. Do not fully penetrate the conduit with the tool while making this outline.

d. Use this outline as a guide for further splitting and cutting operations that will eventually create a viewing window into the conduit.

e. If inspection of the conduit interior reveals the presence of cable, insert a non-conductive protective barrier between the cable and conduit wall. The barrier will provide physical protection for the cable during remaining conduit removal operations. Materials including, but not limited to, exterior grade plywood, lumber, and Norplex Micarta are acceptable. After the installation of the non-conductive protective barrier, the removal of the remaining conduit may proceed using the tool choices mentioned in section 4.5.5.b.

f. If inspection of the conduit interior does not reveal the presence of cable, the remaining conduit may be removed using the tool choices mentioned in section 4.5.5.b.

4.6 Visual Inspection

a- A visual inspection of cables located outside Con Edison structures that will be moved, shall be performed by Electrically Competent Qualified Municipal Contractor personnel or the authorized Con Edison Inspector.

b- After the conduits have been broken out (removed from the cables), the exposed cable(s) shall be inspected by the Electrically Competent Qualified Municipal Contractor personnel.

c- The cables shall be visually inspected by the Electrically Competent Qualified Municipal Contractor personnel and determined to be free from any of the defects that would prevent relocation. Cable(s) shall be free of cracks, tears, and evidence of oil stains, swelling, or melting of the insulation. Cables shall not have any exposed conductor.

4.7 Cable Moving Operations

a- Municipal Contractor personal shall not move any cables or splices within an electrical manhole. Moving cables within an electrical manhole and splices regardless of location may only be performed by qualified Con Edison electrical personnel unless the Municipal Contractor personnel has completed applicable Con Edison training courses and has provided written proof of said training to the PI Representative. Whenever cables located in open excavations are moved, the Municipal Contractor shall protect the cables by ensuring the cable jacketing is not subjected to sharp edges or over bending as it exits the existing structure or the footprint of the existing structure if said structure has been demolished or is in the process of being demolished and/or rebuilt.

b- Prior to moving any cables outside of a subsurface structure, the cables located within the associated connecting subsurface structures shall be inspected in accordance with Section 3.4 of this guideline.

c- Municipal Contractor personnel meeting the training requirements and experienced in moving Con Edison cables only shall move cables.

d- Cables shall not be moved until plastic “fair-leaders” are positioned at the duct edges to prevent chaffing damage.

e- Synthetic web slings having a minimum width of two (2) inches shall support cables that have been removed from conduit. Slings shall be used in a basket hitch configuration.

f- Conduit which house cables shall be supported using slings, cable, or rope. Conduits shall be supported in such manner as to maintain alignment with one another.

g- Maximum distance between support points shall be four (4) feet.

h- To prevent inadvertent over bending of the cables, the maximum vertical or horizontal offset between supports shall be one foot (1’) for cable that is supported outside of conduit. For cable that is being moved while still installed in conduit, the conduit shall not be offset more than one foot per four-foot section of conduit.

i- Each set of cables (cables from one duct/conduit) shall be moved individually. Cables from multiple ducts/conduits shall not be moved as a bundle.

j- Relocation of cables shall always be performed in a careful manner with the movement of cable under complete control. There shall be no sudden movements of the cable or the conduit that contains cable.

k- An observer shall be positioned to determine proper slack in structures and to ensure that joints remain properly supported on rack arms and specified offsets are maintained. This observation shall be performed from outside of the structure while the cable is being moved.

l- Allowable horizontal and vertical offsets shall be determined based on applicable CET or JB item sketches and/or as directed by the authorized Con Edison Inspector.

m- Cables shall not be permitted to fall freely from temporary supports.

n- All cables supported by slings shall be visually inspected by the ECQMC personnel at the beginning and end of each work shift to ensure that no cracks, leaks, or other defects have developed.

o- Cables shall be repositioned with care when being moved into their final position for the installation of split conduit.

4.8 Working in Open Trenches/Excavations that Contain an Energized a D-Fault

4.8.1 A D-Fault is defined as an abnormal condition found on an energized primary cable or splice that is presumed to be an indication of an impending fault. If the ECQMC personnel notices an abnormal condition on cable in a trench or excavation work must stop and the PI Representative shall be notified immediately to provide further guidance. If the PI Representative in consultation with qualified Con Edison electrical personnel deem the cable condition a D-Fault, the ECQMC personnel shall follow the directions noted below to continue work.

4.8.2 At distances greater than 20 feet from the energized D-Fault, no additional personal Protective Equipment (PPE) other than that referenced in Section 3.9 is required.

4.8.3 At distances greater than 10 feet but less than 20 feet from the D-Fault, a hard-hat mounted face shield is required in addition to PPE referenced in Section 3.9 above.

4.8.4 At distances greater than eight feet but less than 10 feet from the energized D-Fault, a hard-hat mounted full-face shield and a FR Hood in required in addition to PPE referenced in Section 3.9 above.

4.8.5 At distances less than eight feet from the D-Fault, no work shall be performed.

4.8.6 Movement of D-Faulted cable is strictly prohibited.

4.9 Personal Protective Equipment

Municipal Contractor personnel moving Con Edison energized cables shall refer to and comply with applicable OSHA requirements regarding the use of Personal Protective Equipment when performing this work. See Section 3.9 for Matrix on Con Edison's Personal Protective Equipment Guideline.

5.0 Sub-Surface Structure Break Out/Rebuild or Breaking Out a Point of Entry (POE's) in an Electrical Enclosed Space

The ECQMC must be present onsite with the municipal contractor crew to conduct the documented job briefing on each day any breakout operations are to be performed. This includes structure entry for POE, structure break out and/or rebuilds. The ECQMC shall address hazards, live cables, necessary PPE with other municipal contractor employees & request assistance from the PI Representative to arrange any required inspections with qualified Con Edison electrical personnel for any cable movement or adjustments. The ECQMC should refer to section 3.0 through 3.10 & section 4.7 of this procedure for all activities required prior to sub-surface structure entry and cable moving operations respectively. A copy of the documented job briefing shall be available upon request by Con Edison.

5.1 Activities Prior to Sub-Surface Structure Break Out, Rebuild or Creating POE's

5.1.1 Prior to the start of breakout operations, the location of all conduit and cable passing through the section of the wall and beneath the structure floor that is going to be broken out shall be visually identified inside and outside the structure.

5.1.2 When there is a potential for contact between the existing cables that have been visually identified and the tool being used to break the structure, the ECQMC shall discuss with the Public Improvement Representative if there is a possibility that Electric Operations can de-energize the cables that are in the potential zone of contact prior to breaking out the structure.

5.1.3 When the cables cannot be de-energized by Electric Operations then they must be protected by using acceptable non-conductive materials as noted in Section 5.2.

5.1.4 After cables have been protected, they shall be moved by qualified Con Edison electrical personnel or an ECQMC who has met the requirement of Section 4.7 above.

5.1.5 All primary cables shall be moved by or under the direct supervision of qualified Con Edison electrical personnel.

5.2 Structure or POE Break Out Operations

5.2.1 Using caution, expose the exterior sections for the structure that is required to be broken out typically done in 2' – deep vertical sections) by carefully excavating on the outside of the structure. If conduit has been identified to be passing under the structure, take necessary precautions noted below.

5.2.2 Visually identify all conduits and cables passing through the structure and beneath the structure floor as well.

5.2.3 When there is a potential for contact between the existing cables that have been visually identified and the tool being used to break out the structure walls, roof floor and/or POE, protect the cables using fire rated (FR) wood, phenolic board, cable shields or other acceptable non-conductive materials., Cables on the walls in the POE area shall also be protected from falling debris using FR wood even if there is no potential for contact with said cables and the tool being utilized to break the structure.

5.2.4 Once all conduits and cables have been identified and protected on both the inside and the outside of the structure walls and beneath

the structure floor; and the structural integrity of the proposed break out area has been confirmed using hand tools, use the appropriate tool (up to and including a 90-pound jackhammer) to break out the section of structure wall, roof or floor that was previously prepared for break out

5.2.5 If a jackhammer is being used for the structure wall, roof, floor or POE breakout operation, where feasible, support the tool from underneath to prevent slippage.

5.2.6 Where possible, the use of a 90 lb. jackhammer shall be avoided within 8" of a live conduit. If the ECQMC's competent person determines that the breakout can only be made using a jackhammer within 8" of live conduit, a physical barrier must be placed between the jackhammer and all facilities that could possibly come in contact with the jackhammer. The Municipal Contractor may then begin utilizing the 90 lb. jackhammer using a 3" bit or wider.

5.2.7 After the top sections of roof or wall has been broken out, continue to excavate down to expose the next section of that wall to be broken out and repeat the process starting with section 5.2.1

5.2.8 For all additional walls in the structure that need to be broken out, resume operation starting with section 5.1 of this procedure.

APPENDIX – A – Breaking Out Conduit Checklist, On-the-Job Training (OJT) & Video

Breaking-Out Conduit Pre-Job Checklist

Contractor	
Location	
Date and Time	

A new Breaking-Out Conduit Pre-Job Checklist must be completed by the Foreperson each time individuals enter or change roles, and each time a Job Briefing is administered.

Roles Review	*Name(s) of Individuals who will remain continuously on-site throughout this task's progress*	*Training in Compliance and Qualified for task?*	*Lead Person's Initials*	
			Con Edison	*Contractor*
Foreperson		Yes / No		
Individual Completing On-site Peer Check		Yes / No		
Laborer(s) performing break-out		Yes / No		
Con Edison On-Site Representative		Yes / No		

Layout and Activity Review	
Layout #	
Duct(s) in Trench/Manhole	
Duct Type (CD, CED, HDPE, Metal)	
Are there Primary / Secondary electric lines? - What is energized? At what voltages?	
Are duct banks clear of all debris?	
Is there line of sight and all edges and corners?	
Will cable be moved? If so, to where and how will it be supported?	
How will bodies and tools be positioned?	

Personal Protective Equipment	
☐ Safety Boots	☐ 0 kV Gloves (Test Date on gloves: _____)
☐ Hard Hat	☐ Leather Gauntlets
☐ Safety Glasses	☐ Is a Harness Required? (EO-10130)
☐ Face Shield	☐ FR Hood and Goggles (if Primary in structure)
☐ Flame Retardant Coveralls	

Tools - *All tools to be laid out in work area prior to start of activity*	
☐ Claw Hammer	☐ Chipping Gun, must be less than 20 lbs. - Recommended 2"-4" piston stroke and < 1,500 BPM
☐ Chisel with at least 2" wide flat bit	
☐ 3 lbs. Hammer	☐ Micarta or similarly approved half-moon material
☐ 8 lbs. Sledgehammer	☐ Pneumatic Rotary Cutting Tool and Blade (HDPE pipe)

DOJT –OJT0070
PROCEDURE FOR REMOVING CONDUIT FROM UNDERGROUND DISTRIBUTION CABLE

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PROCEDURE FOR REMOVING CONDUIT FROM UNDERGROUND DISTRIBUTION CABLE

- Underground electric cables are protected by conduit pipes which are buried under the roadway in the ground. The conduit protects the high voltage cables placed inside them from damage from shovels, digging bars and other work activities when excavating in the area to install new equipment. Even when using these manual devices to unearth existing ducts, extreme care must be taken not to pierce, cut, or break open the duct unless the safeguards listed in the following pages are used for your safety and the protection of the cables on the inside.
- A mechanical machine such as a backhoe should never be used to excavate around electric or gas facilities. The likelihood of the facility being damaged increases significantly when such practices are used.

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GETTING PREPARED TO LOCATE DUCTS

- Before removing asphalt and concrete roadbase make sure a code 753 has been called in with the 811 center and spray marks are in place on the ground showing the path of the electric and gas lines.
- Check the spray painted mark outs against the Con Edison plates and prints. (Layout diagram, Conduit plate, Composite Feeder Plate, Low Tension mains & service and Gas Mains & Service Plate). Ask your Con Edison Representative to review these prints and the markouts with you.
- Remove concrete and asphalt within your new work zone with machine. Load out debris.
- Use a backhoe only to dig up areas where you have verified that there are no electric or gas facilities.

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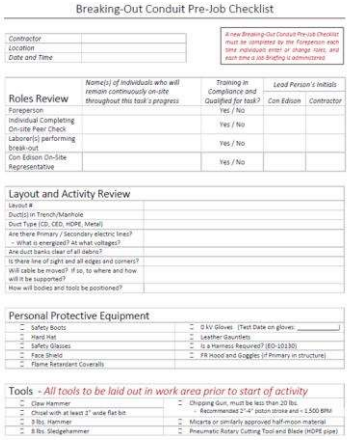
DIGGING IN AREAS WHERE YOU HAVE ELECTRIC, GAS FACILITIES, OR HAVE DISCREPANCIES BETWEEN THE MARKOUTS AND PRINTS

- Dig only using shovels and blunt edge digging bars to find electric and gas facilities. Never strike a blunt edged digging bar straight down into the soil. Precast, HDPE, Cast Iron & plastic gas mains/services can lie a few inches under the surface and the bar can still penetrate through them if you are not careful.
- When using a digging bar on hard, compacted soil, use a sideways striking motion toward the sides of the excavation, never straight down.
- Continuously remove soil from area, keep area clean of debris, locate ducts edge to edge to keep line of sight.
- Use air lance to blow out tight areas between facilities to visualize work zone.

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PRE-JOB CHECKLIST



Breaking-Out Conduit Pre-Job Checklist

Contractor	
Location	
Date and Time	

A new Breaking-Out Conduit Pre-Job Checklist must be completed by the Foreperson each time individuals enter or change roles, and each time a Job Briefing is administered.

Roles Review	Name(s) of individuals who will remain continuously on-site throughout this task's progress	Training in Compliance and Qualified for task?	Lead Person's Initials	
			Con Edison	Contractor
Foreperson		Yes / No		
Individual Completing On-site Peer Check		Yes / No		
Laborer(s) performing break-out		Yes / No		
Con Edison On-Site Representative		Yes / No		

Layout and Activity Review	
Layout #	
Duct(s) in Trench/Manhole	
Duct Type (CD, CED, HDPE, Metal)	
Are there Primary / Secondary electric lines? - What is energized? At what voltages?	
Are duct banks clear of all debris?	
Is there line of sight and all edges and corners?	
Will cable be moved? If so, to where and how will it be supported?	
How will bodies and tools be positioned?	

Personal Protective Equipment			
☐	Safety Boots	☐	0 kV Gloves (Test Date on gloves: _____)
☐	Hard Hat	☐	Leather Gauntlets
☐	Safety Glasses	☐	Is a Harness Required? (EO-10130)
☐	Face Shield	☐	FR Hood and Goggles (if Primary in structure)
☐	Flame Retardant Coveralls		

Tools - *All tools to be laid out in work area prior to start of activity*			
☐	Claw Hammer	☐	Chipping Gun, must be less than 20 lbs. - Recommended 2"-4" piston stroke and ~ 1,500 BPM
☐	Chisel with at least 3" wide flat bit		
☐	3 lbs. Hammer	☐	Micarta or similarly approved half-moon material
☐	8 lbs. Sledgehammer	☐	Pneumatic Rotary Cutting Tool and Blade (HDPE pipe)

Adobe Acrobat Document

- A new Breaking-Out Conduit Pre-Job Checklist must be completed by the Foreperson each time individuals enter or change roles, and each time a Job Briefing is administered.
- All tools to be laid out in work area prior to start of activity

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PREPARE AREA FOR DUCT BREAK OUT

- Additional guidance for routine entry into electrical enclosed space is provided in GEHSI-S17.01 – Electrical Enclosed Space Entry.
- Once you have dug down and located duct banks make sure you clear all debris (soil, rocks) from the trench to visually have a line of site of all edges and corners.
- Determine if you need to remove the duct/s from the electrical conduit to move them to make room for the installation of additional new facilities. (WINGBACK).
- <u>If necessary to conduct a removal:</u> Address the PPE Requirements, work procedures and tools to be used on the following pages with the workers. Stress the importance of following procedures to avoid a high hazard injury such as shock or burns. Document in your safety briefing.

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PPE REQUIREMENTS DURING DUCT BREAKOUT IN A TRENCH OR ENCLOSED SPACE

NOTE: ONLY COTTON WORK CLOTHS UNDERNEATH FR SUITS

You must wear an FR coverall during all duct break out procedures. Remove jewelry (chains, watches, rings, earrings)



FR Coverall

You must wear Class 0 kV gloves, leather gauntlet leather protectors, helmet, safety glasses and face shield



Class 0 kV Gloves, Gauntlets, Safety Glasses, Face Shield, Helmet.

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PPE REQUIREMENTS DURING DUCT BREAKOUT IN AN ELECTRICAL ENCLOSED SPACE

NOTE: ONLY COTTON WORK CLOTHS UNDERNEATH FR SUITS

You must wear an FR coverall and rescue harness during all duct break out procedures inside the EES. Remove jewelry (chains, watches, rings, earrings)



FR Coverall & Rescue Harness

You must wear Class 0 kV gloves, leather gauntlet leather protectors, helmet, safety glasses and face shield



Class 0 kV Gloves, Gauntlets, Safety Glasses, Face Shield, Helmet.

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EQUIPMENT / TOOLS NEEDED FOR BREAKING OUT DUCTS

Precast Concrete Conduit



Only use small hammer to strike duct edges.

Insert Micarta to protect cable, keep striking away from center.

Slide Micarta along as you break off desired length of duct





Concrete Encased Duct

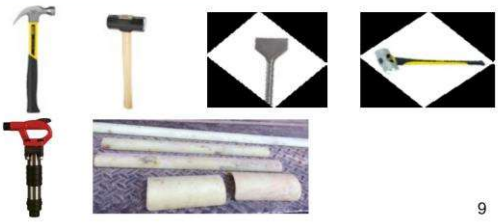


When breaking out concrete encased ducts the only tools to be used are: hammer, 3 lb. hammer With wood/plastic handle, chisel with 1.5" head, 8 lb. Sledgehammer by striking duct edges.

<u>If concrete is not breaking</u> with these tools, a 20 lb. chipping gun with a 1.5" head can be used.

Make a window in the Duct, slide in a Micarta board and continue breaking out the remaining duct.

See sequence on next page:



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CONCRETE ENCASED DUCT BREAKOUT SEQUENCE



Use a 3 lb. hammer striking edges.

Advance to hammer & chisel with 1.5" head

If this is still not working, go to #2

1



Use 8 lb. sledgehammer striking Edges, not center.

If this is still not working, go to #3

2



Use a **<u>lightweight Chipping gun</u>** with a 2 to 4" piston stroke with a **<u>1.5" head</u>** breaking toward edges, never straight down.

NEVER USE A JACKHAMMER, A RIVET BUSTER CHIPPING GUN, OR A BIT IN THE CHIPPING GUN LESS THAN A 1.5" HEAD. If this is still not working, go to #4

3



Visualize work zone when breaking away Material. Keep work zone clean. Remember That electrical ducts are usually stacked in Multiple rows and levels.

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BREAKING OUT INTERIORS OF CONCRETE/CLAY DUCTS



Find edges & visualize all ducts. Remember that There could be several across and underneath. Keep area clean, so you can tell configuration.

5



Break out window on each top duct found. Strike Away From the center.

6



Insert Micarta "half moon" protective insert in windows on ducts, Continue breaking top rows of ducts in a horizontal direction sliding Protective Micara down the run while breaking the top & sides.

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HDPE (PLASTIC) CONDUIT & STEEL DUCTS

Tools Needed









3 pd. Hammer, 2" chisel, Rotary Cutting Tool & Blade, Micarta protective "half moon"

PPE Needed













FR Coverall, Class 0 kV Gloves, leather gauntlets, safety glasses, face shield and helmet

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MAKING A WINDOW IN HDPE



Visualize top of duct bank, remove excess concrete chips & dirt.

Have line of site for sections to be removed

1



Use a rotary cutting tool to score a window In the HDPE pipe top.

Do procedure slowly and carefully.

Only score 90% of the way through the conduit.

2



Use hammer & chisel to cut away remaining plastic.

Strike away from center toward sides.
Never strike straight down.

3



Insert Micarta "half moon" protection board.

Slide horizontally into conduit. Continue to cut open the top of conduit to desired length, Moving the Micarta as you go.

Do each duct individually,

Do not lose your line of sight.

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MAKING A WINDOW IN METAL CONDUIT



Visualize top of duct bank, remove excess concrete chips & dirt.

Have line of site for sections to be removed

1



If you find a coupling connecting two Sections of metal duct, slide collar over, or cut off.

There may be a large enough section underneath to insert Micarta protection board for conduit removal.

2



Use a rotary cutting tool to score a window In the steel conduit pipe top.

Do procedure slowly and carefully.
Only score through 90% of steel conduit.

Use chisel and hammer to break away the rest striking away from center toward the corners

3



Insert Micarta "half moon" protection board. Slide horizontally into conduit. Continue to cut open top of conduit to desired length, moving Micarta as you go.

Do each duct individually,
Do not lose your line of sight.

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NEVER USE THESE TO FIND ELECTRICAL OR GAS FACILITIES



Never use a pickaxe



Never use a backhoe Bucket, or ramhoe attachment by electric of gas facilities



Never use a sharp digging Bar.
Use blunt edge bar in a sideways motion – never straight down



Never use a jackhammer to break out ducts, or use in the vicinity of a gas main or service.

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QR Code for Video

Breakout Conduit

players.brightcove.net

Breakout Conduit (Spanish subtitles)

players.brightcove.net

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Breaking Out Conduit Video -
https://players.brightcove.net/6012566853001/default_default/index.html?videoId=6283610511001

Appendix B – PI Check Point Tasks

Public Improvement (PI) - Check Point Tasks

A PI Check Point Task is defined as a construction activity involving Con Edison facilities that warrant a briefing or discussion with the PI Representative and the Municipal Contractor. This briefing should be documented by the Municipal Contractor in accordance with the applicable sections of the PI Guideline (CONST-029) and OSHA.

Work Category	Task
Demolish Manhole (MH)	Inspect MH
	Build False Roof
	Remove Forms
	Demolish Walls
	Demolish MH Floor
Build MH	Install Forms
	Remove Forms
Wingback	Inspect Site
	Break Out Conduits / Duct Systems
Excavation	Reivew Mark-Outs
	Excavate
Backfill	Backfill Facilities
Roadway Restoration	Mill, Pave and/or Reconstruct Roadway
Electric Pipe Install	Install Conduit or Duct Systems
Structure POE's	Inspect MH or Service Box (SB)
	Move Cable(s)
MH or Service Box (SB) Regrade	Inspect MH or SB

END OF JB-PAGES SECTION C
(NO FURTHER TEXT ON THIS PAGE)

SECTION D. PRIVATE UTILITIES PARTICIPATING LIST

SCHEDULE U-1

LISTING OF COMPANIES NAMED FOR THIS CONTRACT

COMPANY NAME	CONTACT NAME	CONTACT TELEPHONE	E-MAIL
The Consolidated Edison Company of New York, Inc. (“Coned”)	Dennis Brady	917-608-3435	BradyD@Coned.com
Empire City Subway Company, LTD	Aubrey Markhanial	516-758-3705	Aubrrey.n.makhaniall@verizon.com

END OF JB-PAGES SECTION D
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SECTION E. PRIVATE UTILITIES SCOPE OF WORK

JOINT BID WORKSHEET

ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE
FOR CONSOLIDATED EDISON COMPANY OF NEW YORK

HWX402

RECONSTRUCTION OF BRUNER & ELY
BOROUGH OF BRONX

JOINT BID ITEM NUMBER	DESCRIPTION	UNITS	ESTIMATED QUANTITY
JB 100.2	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION (TYPE .2)	EA	8
JB 108.1	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .1)	EA	2
JB 108.2	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .2)	EA	4
JB 200	EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTION PIPES	LF	250
JB 225.1A	INSTALLATION AND REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES	EA	5
JB 225.2A	INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES	EA	4
JB 330E	SUPPORT AND PROTECTION OF UTILITY FACILITIES DURING EXCAVATION	LF	500
JB 351	INSTALL AND REMOVE "A" FRAME ON UTILITY POLES	EA	4
JB 400	TEST PITS FOR UTILITY FACILITIES	CY	75
JB 401	TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES	CY	100
JB 402.2	EXISTING NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT	LF	670
JB 405.1	TRENCH EXCAVATION FOR INSTALLATION OF UTILITY FACILITIES WITH TOTAL DEPTHS LESS THAN FIVE FEET	CY	269
JB 406	EXCAVATION FOR UTILITY STRUCTURE	CY	97
JB 450.1	CONSTRUCTION FIELD SUPPORT - SURVEY CREW (TYPE .1)	CRHRS	350
JB 450.2	CONSTRUCTION FIELD SUPPORT - SMALL SIZE CREW (TYPE .2)	CRHRS	450
JB 450.3	CONSTRUCTION FIELD SUPPORT - MEDIUM SIZE CREW (TYPE .3)	CRHRS	442

JOINT BID WORKSHEET

ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE

FOR CONSOLIDATED EDISON COMPANY OF NEW YORK

HWX402

RECONSTRUCTION OF BRUNER & ELY

BOROUGH OF BRONX

JOINT BID ITEM NUMBER	DESCRIPTION	UNITS	ESTIMATED QUANTITY
JB 636 ED	ADJUSTMENT OF UTILITY HARDW ARE (30" TO UNDER 34" WIDTH)	EA	5
JB 636 EG	ADJUSTMENT OF UTILITY HARDWARE (41" TO UNDER 75" WIDTH)	EA	2
JB 636 MD	MODIFICATION OF WORK METHODS TO ACCOMMODATE UTILITY HARDWARE (30" TO UNDER 34" WIDTH)	EA	3
JB 700	SPECIAL MODIFICATION OF WORK METHODS TO ACCOMMODATE/PROTECT UNDERGROUND FACILITIES WITH LIMITED COVER	CY	353
JB 802A	SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK	SF	500
JB 802B	SPECIAL CARE EXCAVATION AND RESOTRATION FOR CURB WORK	LF	175

CON EDISON JOINT BIDDING SCOPE OF WORK
SUPPORT AND PROTECTION
HWX402
RECONSTRUCTION OF BRUNER & ELY
BOROUGH OF BRONX

JB 100.2 **UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION (TYPE .2)** **EA**

At the following locations:

S/S Bartow Ave. 32' W/W/C Bruner Ave.
N/E/C Bartow Ave. and Bruner Ave.
N/W/C Bartow Ave. and Ely Ave.
S/W/C Bartow Ave. and Ely Ave.
W/C Ely Ave. 222' S/S/C Bartow Ave.
E/C Ely Ave. 222' S/S/C Bartow Ave.
W/C Ely Ave. 82' N/N/C Allerton Ave.
E/C Ely Ave. 82' N/N/C Allerton Ave.

Total Quantity for JB 100.2 = 8

JB 108.1 **UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .1)** **EA**

At the following locations:

E/C Ely Ave. 56' N/N/C Allerton Ave.
E/C Ely Ave. 43' N/N/C Allerton Ave.

Total Quantity for JB 108.1 = 2

JB 108.2 **UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .2)** **EA**

At the following locations:

N/W/C Bartow Ave. and Ely Ave.
S/E/C Bartow Ave. and Ely Ave. 31' E/E/C Ely Ave.
W/C Ely Ave. 222' S/S/C Bartow Ave.
W/C Ely Ave. 115' N/N/C Allerton Ave.

Total Quantity for JB 108.2 = 4

JB 200 **EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTION PIPES** **LF**

At the following locations:

As Encountered and Directed By The Con Edison Representative

Total Quantity for JB 200 = 250

JB 225.1A **INSTALLATION AND REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES** **EA**

At the following locations:

S/S Bartow Ave. 32' W/W/C Bruner Ave.
E/C Bruner Ave. 23' N/N/C Bartow Ave.
N/W/C Bartow Ave. and Ely Ave.
S/W/C Bartow Ave. and Ely Ave.
N/E/C Ely Ave. and Allerton Ave.

Total Quantity for JB 225.1A = 5

JB 225.2A **INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES** **EA**

At the following locations:

W/C Ely Ave. 222' S/S/C Bartow Ave.
E/C Ely Ave. 222' S/S/C Bartow Ave.
W/C Ely Ave. 82' N/N/C Allerton Ave.
E/C Ely Ave. 82' N/N/C Allerton Ave.

Total Quantity for JB 225.2A = 4

JB 330E **SUPPORT AND PROTECTION OF UTILITY FACILITIES DURING EXCAVATION** **LF**

At the following locations:

S/S Bartow Ave. 32' W/W/C Bruner Ave.
E/C Bruner Ave. 23' N/N/C Bartow Ave.
N/W/C Bartow Ave. and Ely Ave.
S/W/C Bartow Ave. and Ely Ave.
W/C Ely Ave. 222' S/S/C Bartow Ave.
E/C Ely Ave. 222' S/S/C Bartow Ave.
W/C Ely Ave. 82' N/N/C Allerton Ave.
N/E/C Ely Ave. and Allerton Ave.

Total Quantity for JB 330E = 500

JB 351 **INSTALL AND REMOVE "A" FRAME ON UTILITY POLES** **EA**

At the following locations:

N/W/C Bartow Ave. and Bruner Ave.
N/E/C Bartow Ave. and Bruner Ave.
N/W/C Bartow Ave. and Ely Ave.
N/E/C Bartow Ave. and Ely Ave.

Total Quantity for JB 351 = 4

JB 400 **TEST PITS FOR UTILITY FACILITIES** **CY**

At the following locations:

E/C Bruner Ave. 20' N/N/C Bartow Ave.
N/C Bartow Ave. 17' W/W/C Bruner Ave.
S/C Bartow Ave. 26' W/W/C Bruner Ave.
W/C Ely Ave. 19' N/N/C Bartow Ave.
N/C Bartow Ave. 20' W/W/C Ely Ave.
S/C Bartow Ave. 23' W/W/C Ely Ave.
E/C Ely Ave. 7' S/N/C Allerton Ave.
W/C Ely Ave. 222' S/S/C Bartow Ave.
E/C Ely Ave. 222' S/S/C Bartow Ave.
W/C Bartow Ave. 83' N/N/C Allerton Ave.
E/C Ely Ave. 83' N/N/C Allerton Ave.
S/C Bartow Ave. 35' E/E/C Ely Ave.

Total Quantity for JB 400 = 75

JB 401 **TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES** **CY**

At the following locations:

As Encountered and Directed By The Con Edison Representative

Total Quantity for JB 401 = 100

JB 402.2 **EXISTING NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT** **LF**

At the following locations:

As Encountered and Directed By The Con Edison Representative

Total Quantity for JB 402.2 = 670

JB 405.1 **TRENCH EXCAVATION FOR INSTALLATION OF UTILITY FACILITIES WITH TOTAL DEPTHS LESS THAN FIVE FEET** **CY**

At the following locations:

Int. Bruner Ave. and Bartow Ave.
Bartow Ave. Between Bruner Ave. and Ely Ave.
Ely Ave. Between Bartow Ave. and Allerton Ave.
Int. Allerton Ave. and Ely Ave.
Int. Allerton Ave. and Ely Ave.
Int. Allerton Ave. and Ely Ave.
As Encountered and Directed By The Con Edison Representative

Total Quantity for JB 405.1 = 269

JB 406 **EXCAVATION FOR UTILITY STRUCTURE** **CY**

At the following locations:

E/S Ely Ave. 308' S/S/C Bartow Ave.
E/S Ely Ave. 130' S/S/C Bartow Ave.

Total Quantity for JB 406 = 97

JB 450.1 **CONSTRUCTION FIELD SUPPORT - SURVEY CREW (TYPE .1)** **CRHRS**

At the following locations:

As Encountered and Directed By The Con Edison Representative

Total Quantity for JB 450.1 = 350

JB 450.2 **CONSTRUCTION FIELD SUPPORT - SMALL SIZE CREW (TYPE .2)** **CRHRS**

At the following locations:

As Encountered and Directed By The Con Edison Representative

Total Quantity for JB 450.2 = 450

JB 450.3	**CONSTRUCTION FIELD SUPPORT - MEDIUM SIZE CREW (TYPE .3)**	**CRHRS**

At the following locations:

As Encountered and Directed By The Con Edison Representative

Total Quantity for JB 450.3 = 442

JB 636 ED	**ADJUSTMENT OF UTILITY HARDWARE (30" TO UNDER 34" WIDTH)**	**EA**

At the following locations:

Ely Ave. Between Bartow Ave. and Allerton Ave.

Total Quantity for JB 636 ED = 5

JB 636 EG	**ADJUSTMENT OF UTILITY HARDWARE (41" TO UNDER 75" WIDTH)**	**EA**

At the following locations:

Ely Ave. Between Bartow Ave. and Allerton Ave.

Total Quantity for JB 636 EG = 2

JB 636 MD	**MODIFICATION OF WORK METHODS TO ACCOMMODATE UTILITY HARDWARE (30" TO UNDER 34" WIDTH)**	**EA**

At the following locations:

Bartow Ave. Between Bruner Ave. and Ely Ave.

Total Quantity for JB 636 MD = 3

JB 700	**SPECIAL MODIFICATION OF WORK METHODS TO ACCOMMODATE/PROTECT UNDERGROUND FACILITIES WITH LIMITED COVER**	**CY**

At the following locations:

As Encountered and Directed By The Con Edison Representative

AS SHOWN ON CONTRACT DRAWINGS AND DIRECTED BY A CON EDISON REP.

Total Quantity for JB 700 = 353

JB 802A **SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK** **SF**

At the following locations:

As Encountered and Directed By The Con Edison Representative

Total Quantity for JB 802A = 500

JB 802B **SPECIAL CARE EXCAVATION AND RESOTRATION FOR CURB WORK** **LF**

At the following locations:

As Encountered and Directed By The Con Edison Representative

Total Quantity for JB 802B = 175

CON EDISON CONTRACT INCLUSION ANALYSIS
CITY BID ITEMS ESTIMATED QUANTITIES

HWX402

RECONSTRUCTION OF BRUNER & ELY
BOROUGH OF BRONX

CITY BID ITEM NUMBER	DESCRIPTION	UNIT	TOTAL QUANTITY
4.02 AG	ASPHALTIC CONCRETE WEARING COURSE, 3" THICK	SY	222
6.55	SAWCUTTING EXISTING PAVEMENT	LF	2,350
4.04 HD	CONCRETE BASE FOR PAVEMENT, 9" THICK (HIGH EARLY STRENGTH)	CY	56

CON EDISON JOINT BIDDING SCOPE OF WORK
CITY BID ITEMS FOR INCLUSION IN
HWX402
RECONSTRUCTION OF BRUNER & ELY
BOROUGH OF BRONX

4.02 AG	**ASPHALTIC CONCRETE WEARING COURSE, 3" THICK**	**SY**

At the following locations:

As Encountered and Directed By The Con Edison Representative

Total Quantity for 4.02 AG = 222

6.55	**SAWCUTTING EXISTING PAVEMENT**	**LF**

At the following locations:

As Encountered and Directed By The Con Edison Representative

Total Quantity for 6.55 = 2,350

4.04 HD	**CONCRETE BASE FOR PAVEMENT, 9" THICK (HIGH EARLY STRENGTH)**	**CY**

At the following locations:

As Encountered and Directed By The Con Edison Representative

Total Quantity for 4.04 HD CD = 56

JOINT BID WORKSHEET SPECIALTY
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HWX402
RECONSTRUCTION OF BRUNER & ELY
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JOINT BID ITEM NUMBER	DESCRIPTION	UNITS	ESTIMATED QUANTITY
JB 403	PLACING STEEL PROTECTION PLATES FOR UTILITY FACILITIES	SF	12,903
JB 500	REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED)	LF	3,600
JB 501	REMOVAL OF ABANDONED MASONRY FOR UTILITY FACILITIES	CY	12
JB 603E.1	INSTALL UTILITY CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT	LF	3,600
JB 638 N	INSTALLATION OF FIELD CONSTRUCTED UTILITIES STRUCTURES.	CY	34
JB 638 R	BREAK OUT AND REMOVE UTILITY STRUCTURE	CY	34
JB 710.1	REMOVAL OF ABANDONED UTILITY STEEL/CAST IRON/ PLASTIC PIPES, OVER 12" AND UP TO AND INCLUDING 20" DIAMETER PIPE	LF	200
JB 710.2	REMOVAL OF ABANDONED UTILITY STEEL/CAST IRON/ PLASTIC PIPES, OVER 12" AND UP TO INCLUDING 20" DIAMETER PIPE	LF	100

CON EDISON JOINT BIDDING SPECIALTY SCOPE OF WORK
SUPPORT AND PROTECTION
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BOROUGH OF BRONX

JB 403 **PLACING STEEL PROTECTION PLATES FOR UTILITY FACILITIES** **SF**

At the following locations:

As Encountered and Directed By the Con Edison Representative

Total Quantity for JB 403 = 12, 903

JB 500 **REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED)** **LF**

At the following locations:

As Encountered and Directed By The Con Edison Representative

Total Quantity for JB 500 JB 500 = 3,600

JB 501 **REMOVAL OF ABANDONED MASANRY FOR UTILITY FACILITIES** **CY**

At the following locations:

As Encountered and Directed By The Con Edison Representative

Total Quantity for JB 501 = 12

JB 603E.1 **INSTALL UTILITY CONDUITIS PLACED IN FINAL POSITION WITHOUT** **LF**
CONCRETE ENCASEMENT

At the following locations:

As Encountered and Directed By The Con Edison Representative

Total Quantity for JB 501 = 3,600

JB 638 N **INSTALLATION OF FIELD CONSTRUCTED UTILITIES STRUCTURES.** **CY**

At the following locations:

Ely Ave. Between Bartow Ave. and Allerton Ave.

Ely Ave. Between Bartow Ave. and Allerton Ave.

Total Quantity for JB 638 N = 34

CON EDISON JOINT BIDDING SPECIALTY SCOPE OF WORK
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JB 638 R **Break OUT AND REMOVE UTILITY STRUCTURE** **CY**

At the following locations:

Ely Ave. Between Bartow Ave. and Allerton Ave.

Total Quantity for JB 638 R = 34

JB 710.1 **REMOVAL OF ABANDONED UTILITY STEEL/CAST IRON/ PLASTIC PIPES, UP TO AND INCLUDING 12" DIAMETER PIPE** **LF**

At the following locations:

As Encountered and Directed By The Con Edison Representative

Total Quantity for JB 710.1 200

JB 710.2 **REMOVAL OF ABANDONED UTILITY STEEL/CAST IRON/PLASTIC PIPES, OVER 12" AND UP TO AND INCLUDING 20" DIAMETER PIPE** **LF**

At the following locations:

As Encountered and Directed By The Con Edison Representative

Total Quantity for JB 710.2 = 100

HWX402
RECONSTRUCTION OF BRUNER AND ELY AVENUE
Borough of The Bronx
Schedule JB: Scope of Work for Joint Bid Items

JB ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY
JB 100.1	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION AND/OR TEST PIT (TYPE .1)	EACH	3
JB 100.2	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION AND/OR TEST PIT (TYPE .2)	EACH	1
JB 100.3	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION AND/OR TEST PIT (TYPE .3)	EACH	2
JB 108.1	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .1)	EACH	2
JB 108.2	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .2)	EACH	1
JB 108.3	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .3)	EACH	3
JB 200	EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTION PIPES	L.F.	20
JB 225.1A	INSTALLATION AND REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES	EACH	3
JB 300.1	SPECIAL CARE EXCAVATION AND BACKFILLING IN TRENCH LESS THAN 5' DEEP	C.Y.	10
JB 300.2	SPECIAL CARE EXCAVATION AND BACKFILLING IN TRENCH GREATER THAN 5' DEEP	C.Y.	10
JB 330T1	SUPPORT AND PROTECTION OF COMMUNICATION UTILITY FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN PARALLELING COMMUNICATION FACILITIES LIE COMPLETELY IN THE PROPOSED CITY TRENCH	L.F.	60
JB 330T2.1	COMMUNICATIONS FACILITY OPERATOR(S) REQUESTS THE TRENCH BE WIDENED	L.F.	100
JB 330T2.2	COMMUNICATION FACILITY OPERATOR(S) REQUESTS THE TRENCH / SHEETING BE MODIFIED	L.F.	100
JB 351	INSTALL AND REMOVE "A" FRAME ON UTILITY POLES	EACH	1
JB 400	TEST PITS FOR UTILITY FACILITIES	C.Y.	40
JB 401	TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES	C.Y.	30
JB 401AT	SPECIAL CARE PAVEMENT EXCAVATION FOR ADJUSTMENT OF TELECOMMUNICATION FACILITIES CONNECTED TO OR NEAR THE BASE PAVEMENT	C.Y.	50

HWX402
RECONSTRUCTION OF BRUNER AND ELY AVENUE
Borough of The Bronx
Schedule JB: Scope of Work for Joint Bid Items

JB 402T.2A	EXISTING NON-CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	400
JB 402T.V2A	EXISTING VACANT NON-CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	100
JB 402T.3	ACM REMOVAL AND DISPOSAL OF VERIZON/ECS CONDUITS WITH ASBESTOS CONTAINING MATERIAL TRANSITE PIPES (ACM-TP) UP TO AND INCLUDING 4” DIAMETER	L.F.	50
JB 450.3	CONSTRUCTION FIELD SUPPORT - MEDIUM SIZE CREW (TYPE .3)	CREW/HR	40
JB 636 EG	ADJUSTMENT OF UTILITY HARDWARE (41" TO UNDER 75" WIDTH)	EACH	3
JB 700	SPECIAL MODIFICATION OF WORK METHODS TO ACCOMMODATE/PROTECT UNDERGROUND FACILITIES WITH LIMITED COVER	C.Y.	70
JB 802A	SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK	S.F.	435
JB 802B	SPECIAL CARE EXCAVATION AND RESOTRATION FOR CURB WORK	L.F.	38
JB 803.2	LINE CUT BY PNEUMATIC TOOLS IN LIEU OF SAW CUT ASSOCIATED WITH ROADWAY REMOVAL OPERATIONS (LINE CUT ANY COMBINATION OF ASPHALT AND CONCRETE ROADWAY)	L.F.	100

HWX402
RECONSTRUCTION OF BRUNER AND ELY AVENUE
Borough of The Bronx
Schedule JB: Scope of Work for Joint Bid Items

JB 100.1

UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION AND/OR TEST PIT (TYPE .1)

@ THE FOLLOWING LOCATIONS

	QTY(EACH)
SWC INT OF BARTOW AVENUE & ELY AVENUE	1
E SIDE OF ELY AVENUE BTWN ALLERTON AVENUE & BARTOW AVENUE	1
AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REPRESENTATIVE	1
JB 100.1 TOTAL	**3**

JB 100.2

UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION AND/OR TEST PIT (TYPE .2)

@ THE FOLLOWING LOCATIONS

	QTY(EACH)
AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REPRESENTATIVE	1
JB 100.2 TOTAL	**1**

JB 100.3

UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECTION AND/OR TEST PIT (TYPE .3)

@ THE FOLLOWING LOCATIONS

	QTY(EACH)
SWC INT OF BARTOW AVENUE & BRUNER AVENUE	1
AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REPRESENTATIVE	1
JB 100.3 TOTAL	**2**

JB 108.1

UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .1)

@ THE FOLLOWING LOCATIONS

	QTY(EACH)
E SIDE OF ELY AVENUE BTWN ALLERTON AVENUE & BARTOW AVENUE	1
AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REPRESENTATIVE	1
JB 108.1 TOTAL	**2**

JB 108.2

UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .2)

@ THE FOLLOWING LOCATIONS

	QTY(EACH)
AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REPRESENTATIVE	1
JB 108.2 TOTAL	**1**

HWX402
RECONSTRUCTION OF BRUNER AND ELY AVENUE
Borough of The Bronx
Schedule JB: Scope of Work for Joint Bid Items

JB 108.3

UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO AND INCLUDING 12" DIAMETER (TYPE .3)

@ THE FOLLOWING LOCATIONS

	QTY(EACH)
SWC INT OF BARTOW AVENUE & BRUNER AVENUE	1
SEC INT OF BARTOW AVENUE & ELY AVENUE	1
AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REPRESENTATIVE	1
JB 108.3 TOTAL	**3**

JB 200

EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTION PIPES

@ THE FOLLOWING LOCATIONS

	QTY(L.F.)
AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REPRESENTATIVE	20
JB 200 TOTAL	**20**

JB 225.1A

INSTALLATION AND REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES

@ THE FOLLOWING LOCATIONS

	QTY(EACH)
SWC INT OF BARTOW AVENUE & BRUNER AVENUE	1
SWC INT OF BARTOW AVENUE & ELY AVENUE	1
AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REPRESENTATIVE	1
JB 225.1A TOTAL	**3**

JB 300.1

SPECIAL CARE EXCAVATION AND BACKFILLING IN TRENCH LESS THAN 5' DEEP

@ THE FOLLOWING LOCATIONS

	QTY(C.Y.)
AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REPRESENTATIVE	10
JB 300.1 TOTAL	**10**

JB 300.2

SPECIAL CARE EXCAVATION AND BACKFILLING IN TRENCH GREATER THAN 5' DEEP

@ THE FOLLOWING LOCATIONS

	QTY(C.Y.)
AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REPRESENTATIVE	10
JB 300.2 TOTAL	**10**

HWX402
RECONSTRUCTION OF BRUNER AND ELY AVENUE
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JB 330T1

SUPPORT AND PROTECTION OF COMMUNICATION UTILITY FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN PARALLELING COMMUNICATION FACILITIES LIE COMPLETELY IN THE PROPOSED CITY TRENCH

@ THE FOLLOWING LOCATIONS

	QTY(L.F.)
SEC INTERSECTION OF ELY AVENUE & BARTOW AVENUE	20
E SIDE ELY AVENUE BTWN ALLERTON AVENUE & BARTOW AVENUE	20
AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REPRESENTATIVE	20
JB 330T1 TOTAL	**60**

JB 330T2.1

COMMUNICATIONS FACILITY OPERATOR(S) REQUESTS THE TRENCH BE WIDENED

@ THE FOLLOWING LOCATIONS

	QTY(L.F.)
AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REPRESENTATIVE	100
JB 330T2.1 TOTAL	**100**

JB 330T2.2

COMMUNICATION FACILITY OPERATOR(S) REQUESTS THE TRENCH / SHEETING BE MODIFIED

@ THE FOLLOWING LOCATIONS

	QTY(L.F.)
AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REPRESENTATIVE	100
JB 330T2.2 TOTAL	**100**

JB 351

INSTALL AND REMOVE "A" FRAME ON UTILITY POLES

@ THE FOLLOWING LOCATIONS

	QTY(EACH)
AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REPRESENTATIVE	1
JB 351 TOTAL	**1**

JB 400

TEST PITS FOR UTILITY FACILITIES

@ THE FOLLOWING LOCATIONS

	QTY(C.Y.)
AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REPRESENTATIVE	40
JB 400 TOTAL	**40**

HWX402
RECONSTRUCTION OF BRUNER AND ELY AVENUE
Borough of The Bronx
Schedule JB: Scope of Work for Joint Bid Items

JB 401

TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES

@ THE FOLLOWING LOCATIONS

	QTY(C.Y.)
AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REPRESENTATIVE	30

JB 401 **TOTAL** **30**

JB 401AT

SPECIAL CARE PAVEMENT EXCAVATION FOR ADJUSTMENT OF TELECOMMUNICATION FACILITIES CONNECTED TO OR NEAR THE BASE PAVEMENT

@ THE FOLLOWING LOCATIONS

	QTY(C.Y.)
AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REPRESENTATIVE	50

JB 401AT **TOTAL** **50**

JB 402T.2A

EXISTING NON-CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT

@ THE FOLLOWING LOCATIONS

	QTY(L.F.)
AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REPRESENTATIVE	400

JB 402T.2A **TOTAL** **400**

JB 402T.V2A

EXISTING VACANT NON-CONCRETE ENCASED TELECOMMUNICATION CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT

@ THE FOLLOWING LOCATIONS

	QTY(L.F.)
AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REPRESENTATIVE	100

JB 402T.V2A **TOTAL** **100**

JB 402T.3

ACM REMOVAL AND DISPOSAL OF VERIZON/ECS CONDUITS WITH ASBESTOS CONTAINING MATERIAL TRANSITE PIPES (ACM-TP) UP TO AND INCLUDING 4" DIAMETER

@ THE FOLLOWING LOCATIONS

	L.F.
AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REPRESENTATIVE	50

JB 402T.3 **TOTAL** **50**

HWX402
RECONSTRUCTION OF BRUNER AND ELY AVENUE
Borough of The Bronx
Schedule JB: Scope of Work for Joint Bid Items

JB 450.3

CONSTRUCTION FIELD SUPPORT - MEDIUM SIZE CREW (TYPE .3)

@ THE FOLLOWING LOCATIONS

	QTY(CREW/HR)
AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REPRESENTATIVE	40
JB 450.3 TOTAL	**40**

JB 636 EG

ADJUSTMENT OF UTILITY HARDWARE (41" TO UNDER 75" WIDTH)

@ THE FOLLOWING LOCATIONS

	QTY(EACH)
S SIDE SIDEWALK OF BARTOW AVENUE BTWN ELY AVENUE & BRUNER AVENUE	1
E SIDE OF ELY AVENUE BTWN ALLERTON AVENUE & BARTOW AVENUE	1
AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REPRESENTATIVE	1
JB 636 EG TOTAL	**3**

JB 700

SPECIAL MODIFICATION OF WORK METHODS TO ACCOMMODATE/PROTECT UNDERGROUND FACILITIES WITH LIMITED COVER

@ THE FOLLOWING LOCATIONS

	QTY(C.Y.)
S SIDE OF BARTOW AVENUE BTWN BRUNER AVENUE & ELY AVENUE	3
E SIDE OF ELY AVENUE BTWN ALLERTON AVENUE & BARTOW AVENUE	37
AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REPRESENTATIVE	30
JB 700 TOTAL	**70**

HWX402
RECONSTRUCTION OF BRUNER AND ELY AVENUE
Borough of The Bronx
Schedule JB: Scope of Work for Joint Bid Items

JB 802A

SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK

@ THE FOLLOWING LOCATIONS

	QTY(S.F.)
SEC INT OF BARTOW AVENUE & BRUNER AVENUE	25
SOUTH SIDE OF BARTOW AVENUE BTWN ELY AVENUE & BRUNER AVENUE	310
AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REPRESENTATIVE	100
JB 802A TOTAL	**435**

JB 802B

SPECIAL CARE EXCAVATION AND RESOTRATION FOR CURB WORK

@ THE FOLLOWING LOCATIONS

	QTY(L.F.)
SEC INT OF BARTOW AVENUE & BRUNER AVENUE	14
SOUTH SIDE OF BARTOW AVENUE BTWN ELY AVENUE & BRUNER AVENUE	14
AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REPRESENTATIVE	10
JB 802B TOTAL	**38**

JB 803.2

LINE CUT BY PNEUMATIC TOOLS IN LIEU OF SAW CUT ASSOCIATED WITH ROADWAY REMOVAL OPERATIONS (LINE CUT ANY COMBINATION OF ASPHALT AND CONCRETE ROADWAY)

@ THE FOLLOWING LOCATIONS

	QTY(L.F.)
AS ENCOUNTERED & DIRECTED BY THE ECS FIELD REPRESENTATIVE	100
JB 803.2 TOTAL	**100**

HWX402
RECONSTRUCTION OF BRUNER AND ELY AVENUE
Borough of The Bronx
Bid Item Accomodation Estimate

ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY
4.13 AAS	4" CONCRETE SIDEWALK (UNPIGMENTED)	QTY(SF)	200
6.67	SUBBASE COURSE, SELECT GRANULAR MATERIAL	QTY(CY)	5

HWX402
RECONSTRUCTION OF BRUNER AND ELY AVENUE
Borough of The Bronx
Bid Item Accommodation Scope

4.13 AAS
4" CONCRETE SIDEWALK (UNPIGMENTED)
@ THE FOLLOWING LOCATIONS

	QTY(SF)
SEC INT SIDEWALK OF BARTOW AVENUE & ELY AVENUE	200

4.13 AAS	**TOTAL**	**200**

6.67
SUBBASE COURSE, SELECT GRANULAR MATERIAL
@ THE FOLLOWING LOCATIONS

	QTY(CY)
SEC INT SIDEWALK OF BARTOW AVENUE & ELY AVENUE	5

6.67	**TOTAL**	**5**

HWX402
ECS RECONSTRUCTION OF BRUNER AND ELY AVENUE
Borough of The Bronx
SPECIALTY BID ITEM ESTIMATE

JOINT BID ITEM NUMBER	DESCRIPTION	UNITS	ESTIMATED QUANTITY
JB 403T.1	FURNISH AND INSTALL STEEL PROTECTION PLATES FOR UTILITY FACILITIES (1/4" THICK)	SF	200
JB 500	REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED)	LF	100
51.42S1SO	INCREMENTAL COST OF STANDARD CATCH BASIN TYPE 3 WITH CURB PIECE IN LIEU OF STANDARD CATCH BASIN TYPE 1	QTY(EACH)	1

HWX402
ECS RECONSTRUCTION OF BRUNER AND ELY AVENUE
Borough of The Bronx
SPECIALTY SCOPE OF WORK FOR JOINT BID ITEMS

JB 403T.1	**FURNISH AND INSTALL STEEL PROTECTION PLATES FOF UTILITY FACILITIES (1/4" THICK)**	**QTY (S.F.)**
	@ THE FOLLOWING LOCATIONS	
	As Encountered and Directed By the ECS Representative	
	Total Quantity for JB 403T.1	**= 200**
JB 500	**REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED) QTY LF**	**QTY (LF)**
	At the following locations:	
	As Encountered and Directed By The Con Edison Representative	
	Total Quantity for JB 500 JB 500	**= 100**

51.42S1SO	**INCREMENTAL COST OF STANDARD CATCH BASIN TYPE 3 WITH CURB PIECE IN LIEU OF STANDARD CATCH BASIN TYPE 1**	**QTY(LF)**
	@ THE FOLLOWING LOCATIONS	
	SWC INT OF BARTOW AVENUE & BRUNER	1
	Total Quantity for 51.42S1SO	**= 1**

END OF JB-PAGES SECTION E
(NO FURTHER TEXT ON THIS PAGE)

SECTION F. PRIVATE UTILITIES TEST PITS AND SKETCHES

END OF JB-PAGES SECTION F
(NO FURTHER TEXT ON THIS PAGE)

SECTION G. PRIVATE UTILITY DRAWING LIST

HWX402

UTILTY DRAWING LIST

GENERAL:

DRAWING TITLE	**DRAWING NO.**	**NO. OF SHEETS**
GENERAL NOTES AND CONDITION FOR UTILITY WORK	JB-U1	1

CON EDISON:

DRAWING TITLE	DRAWIN NO.	NO. OF SHEETS
CONDUIT AND OCCUPANCY PLATE	JB-U2 TO JB-U3	2
GAS MAINS AND SERVICE PLATE	JB-U4 TO JB-U5	2
CAPITAL PLAN	JB-U6 TO JB-U7	2

ECS:

DRAWING TITLE	DRAWIN NO.	NO. OF SHEETS
OVERHEAD MAINLINE PLANS	JB-U8	1
CONDUIT UTILITY PLATE	JB-U9	1

TOTAL NUMBER OF CONTRACT DRAWING ATTACHED IS 9

END OF JB-PAGES SECTION G
(NO FURTHER TEXT ON THIS PAGE)

Department of Design and Construction

DIVISION OF INFRASTRUCTURE
BUREAU OF DESIGN

VOLUME 3 OF 3

PROJECT ID: HWX402

RECONSTRUCTION OF
BRUNER AVENUE & ELY AVENUE, ETC.
INCLUDING SEWERS, WATER MAINS, STREET LIGHTING, AND TRAFFIC WORK

TOGETHER WITH ALL WORK INCIDENTAL THERETO

BOROUGH OF THE BRONX
CITY OF NEW YORK

_____

_____
Contractor

Dated_____, **20**_____

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE

ADDENDA CONTROL SHEET

BID SUBMISSION DATE/ TIME: April 22, 2024; between 8:30am and 11:00am
BID OPENING DATE/ TIME: April 22, 2024; 11:30am

PROJECT No.: **HWX402**

TITLE: **RECONSTRUCTION OF BRUNER AVENUE & ELY AVENUE, ETC., THE BRONX**

ADDENDA ISSUED	NO. OF DWG	DATE	APPROVED BY: SPECS UNIT	APPROVED BY: GENERAL COUNSEL
#1 Questions from Bidders and Responses to Questions; Revisions to Documents; Revisions to PASSPort Forms	2	04/17/2024		
Brittany Bone				

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE

04/17/2024

ADDENDUM No. # 1

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

85024B0050-HWX402
RECONSTRUCTION OF BRUNER AVENUE & ELY AVENUE, ETC., THE BRONX

This addendum is issued for the purpose of amending the requirements of the Bid and Contract Documents and is hereby made a part of said Bid and Contract Documents to the same extent as though it were originally included therein.

The bidder is advised that the items listed below apply to the project:

1. **Bidders Questions and Responses to Questions:**
   Attachment A. is included with this Addendum.

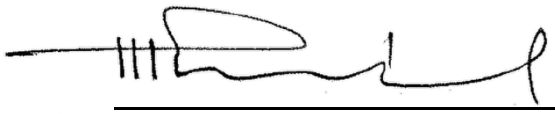
2. **Revisions to Documents:**
   Attachment B. is included with this Addendum.

3. **Revisions to PASSPort forms:**
   Attachment C. is included with this Addendum.

Transferring Data Between Rounds of an RFX: A new document titled “Transferring Data Between Rounds of an RFX” has been added to the Documents section of the View RFx tab. Please refer to this document when an addendum has been issued. Note: Whenever an addendum is issued, the RFX item grid will be cleared. You can import the work you have already done by following the steps on this document.

DDC strongly advises vendors to finalize and submit bids 48 hours prior to due date and time. The City is not responsible for technical issues (e.g. internet connection, power outages, technology malfunction, computer errors, etc.) related to bid submissions.

If additional information is required, please contact the Department of Design and Construction, Contract Section at (718) 391-1041 or by email at CSB_projectinquiries@ddc.nyc.gov.



for RJ

Richard Jones, PE CWI
Chief Engineer, Executive- Engineering Services

DDC PROJECT #: **HWX402**

PROJECT NAME: **RECONSTRUCTION OF BRUNER AVENUE & ELY AVENUE, ETC., THE BRONX**

ATTACHMENT A - BIDDERS QUESTIONS AND DDC RESPONSES

No.	Bidders Questions	DDC Responses
1	Drawing MPT 7 Phase 1 indicates full Bruner street closure. DOT OCMC stips par. F.3 is not clear regarding intent – what does it mean that FRC can occur two times overnight and full width shall be restored after work hours? How is overnight requirement applicable for work allowed only during daytime? How is to maintain access for vehicle/pedestrian during construction based on the scope of work required? Similar questions are for other streets/phases.	Certain works, such as, installation of water main, will be allowed during daytime. Certain works will be allowed during nighttime. It is contractor's responsibility to correctly interpret OCMC Traffic Stipulations as it pertains to the project.
2	Were full street closures agreed by adjacent property owners? It could affect exit plans and firefighting activities which require DOB/Fire Department approval. Please advise	DDC has coordinated with MTA Gunhill Bus Depot. It will be contractor's responsibility to coordinate with CUBESMART and other property owners through the office of the Resident Engineer.
3	It looks like as DEP spec section 70.41 – SHORING, BRACING, UNDERPINNING, SUPPORTING, PROTECTING, AND MAINTAINING OF BUILDINGS AND/OR STRUCTURES is applicable to the scope – please consider including.	This Spec section does not apply to the project. All exposed structures shall be protected in accordance with SECTION 6.02 - Unclassified Excavation and other applicable sections of NYCDOT Standard Highway Specifications.
4	Please provide record drawings for all adjacent sites/building – two drawings as included are not enough.	Please refer to the Attachment B here in this Addendum 1
5	Drawing TRS1 Typical Roadway Reconstruction Detail is too general – please provide project specific details for each condition as encountered. Contractor is not a part of design team – not everything should be shifted to contractor's means and methods.	Typical roadway reconstruction detail applies to roadway reconstruction for streets as noted. Detail provides dimensions and pay item number to be utilized. Refer to installation of sidewalk details for different conditions the contractor may encounter during construction.

No.	Bidders Questions	DDC Responses
6	Support of excavation requirements are not clear – contract intent cannot be accomplished just working within ROW and without entering adjacent properties. Please clarify by providing project specific details and methods of support. Any work within property lines shall be filed and approved by DOB – please provide approvals	Please refer to SECTION 1.06 - General Conditions THE CITY OF NEW YORK DEPARTMENT OF TRANSPORTATION, STANDARD HIGHWAY SPECIFICATIONS. It is contactor's responsibility to prepare Sheeting and Bracing drawings and obtain approval from the Engineer.
7	Had department obtained licenses to enter from adjacent property owners – please advise.	Project limits are within public ROW. Adjacent property owners such as MTA has reviewed and approved contract drawings. It will be contractor's responsibility to coordinate with CUBESMART and other property owners through the office of the Resident Engineer.
8	Please provide existing survey drawings.	Please refer to the Attachment B here in this Addendum 1
9	Drawing H1 – it is not clear what is new or existing construction. Applicability of TRS1 Typical Roadway Reconstruction Detail is not clear as well. Same is for other streets.	Appropriate line thickness has been used to differentiate between existing and proposed work. Please refer to the Legend, Drawing No LAA
10	Drawing TRS1 Limit of 3' subgrade excavation plan – please provide scaled drawing with clearly established boundaries of excavation. Please provide this information in Construction Plan drawings as well.	Relevant dimensions have already been provided on Drawing No. TRS1. Construction Plans show a limit of full depth excavation along with approximate stationing on TRS1.
11	Drawing H2 – assuming that bold lines are limits of excavation please advise on how to retain existing fence in place within excavated area?	Notes on Drawing H1 and H2 regarding fence been revised Two new items have been added under this Addendum 1. 6.34 X REMOVE AND DISPOSE OF EXISTING CHAIN LINK FENCE 6.34 AA CHAIN LINK FENCE, 3'- 6" HIGH
12	Drawing LAA – please add/modify symbols as necessary to enable understanding of the project scope.	Symbols shown on Drawing LAA have been utilized on construction and other plans.
13	Drawing MPT1 notes 6, 7, 10 and 11 - please confirm.	These are General Notes. It is contractor's responsibility to determine which notes apply to this project and how they are complied.

No.	Bidders Questions	DDC Responses
14	Drawings MPT 1/2 - numerous requirements are boilerplates type and not applicable to the project - please remove/modify as necessary to accommodate actual scope of the project.	These are General Notes. It is contractor's responsibility to determine which notes apply to this project and how they comply.
15	Cannot find a copy of approved SWPPP as relates to SMP. Please provide	Design team is currently in the process of submitting SWPPP to DEP for preliminary review and approval. The contractor shall submit SWPPP permit application under Item No 9.30.
16	Drawing G3 item 17.2 – please review for constructability.	There is no Item 17.2 on Drawing No G3
17	Drawing TRS1 sidewalk details do not comply to G3 note 18.03.	1.50% is the slope limits for design and field layout. 2.00% is the slope limits for work acceptance
18	Drawing P1 information as provided by profiles is incomplete. Please follow SCARA requirements. Elevations of curbs are changed without information on how it affects sidewalk slopes. Please follow SCARA requirements for the rest of drawings including construction plans.	Drawing P1 shows profile of the proposed Top of Curb. Sidewalk slope is shown on Drawing TRS1. Any drawings under SCARA requirements shall be done separately as necessary.
19	Drawing SC note is not clear. Please reconcile all drawings to avoid conversions and possible mistakes	The survey control map has been prepared by a Licensed Surveyor. It is not apparent from the PBQ what is not clear.
20	Drawing SV2 is not to scale – what is a purpose of drawings without scale? How is to understand interrelation of excavation to existing footings? Information as provided is incomplete and useless.	The purpose of this drawing is to show proposed work in reference to existing as-built drawings. There are other drawings including construction plans are drawn to the scale. Contractor is responsible for implementing their means and methods in a manner that follows the design proposed in the contract drawings, complies with project specifications and protects the integrity of the adjacent building foundations and other subsurface infrastructure located within or adjacent to the project area. No change required.

No.	Bidders Questions	DDC Responses
21	Drawing G4 note 1 refers to subway structures – cannot locate within project site. How do these requirements relate to the work under consideration?	Gunhill Bus Depot is owned by MTA. These are General Notes. It is contractor's responsibility to determine which notes are applicable to this project and how they comply.
22	Drawing USW1 is named as preliminary design – any reason for release preliminary drawings for the bid?	For the purpose of bidding, this drawing can be considered 'Final'
23	As per NYC BC Section 1817 please provide Geotechnical and Evaluation reports for understanding and pricing of work.	Please refer to the Attachment B herein this Addendum 1
24	Could you please clarify where the item 6.03 AA Stripping Pavement Surface (Asphaltic Concrete) can be found and applied on this project? The quantity seems to indicate that this would apply to the Bartow Avenue resurfacing (SY quantity matches the SY for the 2" wearing course, which is called out for Bartow Ave resurfacing), but the typical cross-section for this work calls it out as item 6.75 Grinding Existing Asphaltic Conc Wearing Course. Also, the quantity for the Grinding (Item 6.75), which only SEEMS to be called out for Bartow Ave Resurfacing has 300 CY for a quantity, but Bartow only equals about 158.33 CY, while the quantity for removing the 3" asphalt on concrete base for the reconstruction areas on Brune, Ely, and Allerton Avenues would be closer to the 300 CY quantity. Is the actual intent for item 6.75 Grinding to be paid in the reconstruction areas and item 6.03 AA to be paid for Bartow Avenue? There just seems to be quite a few items which are in the bid schedule but don't actually show up in the plans anywhere, and we want to make sure we are properly pricing the project.	Please refer to Attachment B and C of this Addendum 1. Item 6.03 AA has been removed from contract Bid Schedule
25	Please indicate working hours for the construction of water mains, catch basins, and chute connections in Bartow Avenue, as this is not included in the OCMC stipulations sheet.	The contractor will be responsible for scheduling the construction of water mains, catch basins, and chute connections within the allocated work hours specified for Bartow Avenue in the OCMC stipulations sheet.

No.	Bidders Questions	DDC Responses
26	Please clarify if the hydrant on the corner of Bartow Avenue and Ely Avenue (SE corner) is to be replaced, including valve and hydrant branch.	The existing hydrant branch and valve to remain, as mentioned in typical note on the sheet.
27	Please clarify if the trees on Allerton Avenue will or will not receive a tree pit or structural soil between the trees.	Proposed trees on Allerton Avenue shall be placed on existing landscaped area. No tree pit or structural soil between trees is required.
28	No item included for Type 3 Catch Basin. Please clarify how payment is made for this work.	Type 3 Catch basin work is part of Private Utility work. The INCREMENTAL COST OF TYPE 3 CATCH BASIN WITH CURB PIECE IN LIEU OF TYPE 1 CATCH BASIN is included as part of Joint Bid Fixed Sum.
29	The Table of Contents in the "S-Pages" included in Volume 3 of the bid documents does not match the corresponding pages. TOC jumps from S-11 to S-17. Pages are missing, there are two pages labeled S-13, etc., - please correct.	Please refer to Attachment B herein this Addendum 1

DDC PROJECT #: **HWX402**

PROJECT NAME: **RECONSTRUCTION OF BRUNER AVENUE & ELY AVENUE, ETC., THE BRONX**

ATTACHMENT B – REVISIONS TO THE DOCUMENTS

1. Revised Drawings
    - Drawings 9 of 58 and 10 of 58 have been replaced with drawings 9R of 58 and 10R of 58.
2. Revised Bid Schedule
    - Item 6.03 AA has been removed from scope.
    - Items 6.34 AA and 6.34 X have been added to the scope.
3. Bid Schedule – JB Specialty Items has been revised adding Item 51.42S1SO.
4. Volume 3 of 3, S-Pages – fixed Table of Contents.
5. Added existing Survey Drawings.
6. Added Final Geotechnical Report.
7. Added Gunhill Bus Depot As-Built Drawings.

DDC PROJECT #: **HWX402**

PROJECT NAME: **RECONSTRUCTION OF BRUNER AVENUE & ELY AVENUE, ETC., THE BRONX**

ATTACHMENT C – REVISIONS TO PASSPORT FORMS

This Addendum initiates Round 2 of the procurement.

Please note that numbering of addenda is independent of rounds.

Questionnaire Changes:

1) Bid Schedule Revised (see also Attachment B herein)

2) Bid Schedule – JB Specialty Items was revised adding Item 51.42S1SO.

Item Grid Changes:

None

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE

ADDENDA CONTROL SHEET

BID SUBMISSION DATE/ TIME: April 25, 2024; between 8:30am and 11:00am
BID OPENING DATE/ TIME: April 25, 2024; 11:30am

PROJECT No.: **HWX402**

TITLE: **RECONSTRUCTION OF BRUNER AVENUE & ELY AVENUE, ETC., THE BRONX**

ADDENDA ISSUED	NO. OF DWG	DATE	APPROVED BY: SPECS UNIT	APPROVED BY: GENERAL COUNSEL
#1 Questions from Bidders and Responses to Questions; Revisions to Documents; Revisions to PASSPort Forms	2	04/17/2024		
#2 Revised Bid Opening Date Questions from Bidders and Responses to Questions Revisions to PASSPort Forms		04/19/2024		
Brittany Bone				

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE

04/19/2024

ADDENDUM No. # 2

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

85024B0050-HWX402
RECONSTRUCTION OF BRUNER AVENUE & ELY AVENUE, ETC., THE BRONX

This addendum is issued for the purpose of amending the requirements of the Bid and Contract Documents and is hereby made a part of said Bid and Contract Documents to the same extent as though it were originally included therein.

The bidder is advised that the items listed below apply to the project:

1. **The Bid Opening for the contract described above scheduled for April 22, 2024, at 11:30 am is rescheduled to April 25, 2024, at 11:30 am.**

2. **Bidders Questions and Responses to Questions:**
   Attachment A. is included with this Addendum.

3. **Revisions to Documents:**
   No Attachment B. is included with this Addendum.

4. **Revisions to PASSPort forms:**
   Attachment C. is included with this Addendum.

Transferring Data Between Rounds of an RFX: A new document titled “Transferring Data Between Rounds of an RFX” has been added to the Documents section of the View RFx tab. Please refer to this document when an addendum has been issued. Note: Whenever an addendum is issued, the RFX item grid will be cleared. You can import the work you have already done by following the steps on this document.

DDC strongly advises vendors to finalize and submit bids 48 hours prior to due date and time. The City is not responsible for technical issues (e.g. internet connection, power outages, technology malfunction, computer errors, etc.) related to bid submissions.

If additional information is required, please contact the Department of Design and Construction, Contract Section at (718) 391-1041 or by email at CSB_projectinquiries@ddc.nyc.gov.

Richard Jones, PE CWI
Chief Engineer, Executive- Engineering Services

DDC PROJECT #: **HWX402**

PROJECT NAME: **RECONSTRUCTION OF BRUNER AVENUE & ELY AVENUE, ETC., THE BRONX**

ATTACHMENT A - BIDDERS QUESTIONS AND DDC RESPONSES

No.	Bidders Questions	DDC Responses
1	The response to Question #1 in Addendum #1 is unacceptable. It is the owner's responsibility to provide unambiguous bid documents. The contractor does not have a responsibility to "correctly" interpret something that doesn't make any sense. The question was asked by another contractor, but we have the same concern. The traffic stipulations for the roadway reconstruction do not work. This project cannot be built with those traffic stipulations. First, the requirement for the full width of roadway to be returned after working hours doesn't work because the roadway is going to be freshly poured concrete base and traffic can't drive on it. Second, the requirement that a full roadway closure can only take place two times overnight seems to mean that the entirety of the highway reconstruction must take place in two overnight shifts. This is an impossible schedule. This must be resolved or clarified prior to the bid date. We understand that there are frequently coordination issues between OCMC stipulations and DDC bid documents that are generally fairly easy to resolve in the field. That is not the case here. This is a serious error.	The contract drawing mentions that "THE CONTRACTOR WILL BE PERMITTED TO MODIFY, ADJUST, AND/OR COMBINE STAGES SUBJECT TO THE APPROVAL OF THE ENGINEER". The stipulations do not preclude the contractor from performing street reconstruction work with partial road closure. For Full Roadway closure, the contractor must follow OCMC procedure for Full Roadway Closure. Full Roadway Closure can happen only during night time. The contractor shall apply for Full Roadway Closure which shall indicate the duration of the closure including number of days and hours of the day. As the contractor indicated in the RFI, the contractor has the option to apply to OCMC for additional closures needed. However, City cannot guarantee that any such request for revision will be approved. Contractor must estimate work with sufficient crew and resources to complete the work in required contracts.
2	We have repeatedly complained about projects bidding on Monday. DDC traditionally never bid projects on Monday, and for good reason. We suggest this project be postponed due to the question raised in Item 6 above, but at very least, bid on a Tuesday so that contractors can receive and review subcontractor and vendor pricing.	Please refer to Attachment C herein Addendum 2

DDC PROJECT #: **HWX402**

PROJECT NAME: **RECONSTRUCTION OF BRUNER AVENUE & ELY AVENUE, ETC., THE BRONX**

ATTACHMENT B – REVISIONS TO THE DOCUMENTS

None

DDC PROJECT #: **HWX402**

PROJECT NAME: **RECONSTRUCTION OF BRUNER AVENUE & ELY AVENUE, ETC., THE BRONX**

ATTACHMENT C – REVISIONS TO PASSPORT FORMS

This Addendum is included within Round 2 of the procurement.

Please note that numbering of addenda is independent of rounds.

Bid Opening Date Changes:

1. **The Bid Opening for the contract described above scheduled for April 22, 2024, at 11:30 am is rescheduled to April 25, 2024 at 11:30 am.**

Questionnaire Changes:

None

Item Grid Changes:

None

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE

ADDENDA CONTROL SHEET

BID SUBMISSION DATE/ TIME: May 1, 2024; between 8:30am and 11:00am
BID OPENING DATE/ TIME: May 1, 2024; 11:30am

PROJECT No.: **HWX402**

TITLE: **RECONSTRUCTION OF BRUNER AVENUE & ELY AVENUE, ETC., THE BRONX**

ADDENDA ISSUED	NO. OF DWG	DATE	APPROVED BY: SPECS UNIT	APPROVED BY: GENERAL COUNSEL
#1 Questions from Bidders and Responses to Questions; Revisions to Documents; Revisions to PASSPort Forms	2	04/17/2024		
#2 Revised Bid Opening Date Questions from Bidders and Responses to Questions Revisions to PASSPort Forms		04/19/2024		
#3 Revised Bid Opening Date Questions from Bidders and Responses to Questions Revisions to Documents; Revisions to PASSPort Forms		04/25/2024		
Brittany Bono				

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE

04/25/2024

ADDENDUM No. # 3

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

85024B0050-HWX402
RECONSTRUCTION OF BRUNER AVENUE & ELY AVENUE, ETC., THE BRONX

This addendum is issued for the purpose of amending the requirements of the Bid and Contract Documents and is hereby made a part of said Bid and Contract Documents to the same extent as though it were originally included therein.

The bidder is advised that the items listed below apply to the project:

1. **The Bid Opening for the contract described above scheduled for April 25, 2024, at 11:30 am is rescheduled to May 1, 2024, at 11:30 am.**

2. **Bidders Questions and Responses to Questions:**
   Attachment A. is included with this Addendum.

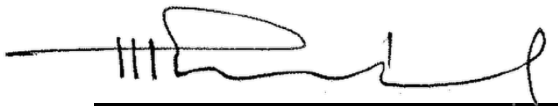
3. **Revisions to Documents:**
   Attachment B. is included with this Addendum.

4. **Revisions to PASSPort forms:**
   Attachment C. is included with this Addendum.

Transferring Data Between Rounds of an RFX: A new document titled “Transferring Data Between Rounds of an RFX” has been added to the Documents section of the View RFx tab. Please refer to this document when an addendum has been issued. Note: Whenever an addendum is issued, the RFX item grid will be cleared. You can import the work you have already done by following the steps on this document.

DDC strongly advises vendors to finalize and submit bids 48 hours prior to due date and time. The City is not responsible for technical issues (e.g. internet connection, power outages, technology malfunction, computer errors, etc.) related to bid submissions.

If additional information is required, please contact the Department of Design and Construction, Contract Section at (718) 391-1041 or by email at CSB_projectinquiries@ddc.nyc.gov.



for RJ

Richard Jones, PE CWI
Chief Engineer, Executive- Engineering Services

DDC PROJECT #: **HWX402**

PROJECT NAME: **RECONSTRUCTION OF BRUNER AVENUE & ELY AVENUE, ETC., THE BRONX**

ATTACHMENT A - BIDDERS QUESTIONS AND DDC RESPONSES

No.	Bidders Questions	DDC Responses
1	I think there is an error in the HWX402 bid schedule. It will not allow me to enter the mobe value. More specifically, The subtotal at the bottom does not include line item no. 1 (4.02 AF-r asphaltic concrete wearing course 2" thick).	Please refer to Attachments B and C herein Addendum 3

DDC PROJECT #: **HWX402**

PROJECT NAME: **RECONSTRUCTION OF BRUNER AVENUE & ELY AVENUE, ETC., THE BRONX**

ATTACHMENT B – REVISIONS TO THE DOCUMENTS

Revised Bid Schedule – fixed typo in “SUBTOTAL” formula.

DDC PROJECT #: **HWX402**

PROJECT NAME: **RECONSTRUCTION OF BRUNER AVENUE & ELY AVENUE, ETC., THE BRONX**

ATTACHMENT C – REVISIONS TO PASSPORT FORMS

This Addendum initiates Round 3 of the procurement.

Please note that numbering of addenda is independent of rounds.

Bid Opening Date Changes:

1. **The Bid Opening for the contract described above scheduled for April 25, 2024, at 11:30 am is rescheduled to May 1, 2024 at 11:30 am.**

Questionnaire Changes:

Revised Bid Schedule – fixed typo in "SUBTOTAL" formula

Item Grid Changes:

None

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE

ADDENDA CONTROL SHEET

BID SUBMISSION DATE/ TIME: May 2, 2024; between 8:30am and 11:00am
BID OPENING DATE/ TIME: May 2, 2024; 11:30am

PROJECT No.: **HWX402**

TITLE: **RECONSTRUCTION OF BRUNER AVENUE & ELY AVENUE, ETC., THE BRONX**

ADDENDA ISSUED	NO. OF DWG	DATE	APPROVED BY: SPECS UNIT	APPROVED BY: GENERAL COUNSEL
#1 Questions from Bidders and Responses to Questions; Revisions to Documents; Revisions to PASSPort Forms	2	04/17/2024		
#2 Revised Bid Opening Date Questions from Bidders and Responses to Questions Revisions to PASSPort Forms		04/19/2024		
#3 Revised Bid Opening Date Questions from Bidders and Responses to Questions Revisions to Documents; Revisions to PASSPort Forms		04/25/2024		
#4 Revised Bid Opening Date Revisions to Documents; Revisions to PASSPort Forms		4/26/2024		
Brittany Bone				

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE

04/26/2024

ADDENDUM No. # 4

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

85024B0050-HWX402
RECONSTRUCTION OF BRUNER AVENUE & ELY AVENUE, ETC., THE BRONX

This addendum is issued for the purpose of amending the requirements of the Bid and Contract Documents and is hereby made a part of said Bid and Contract Documents to the same extent as though it were originally included therein.

The bidder is advised that the items listed below apply to the project:

1. **The Bid Opening for the contract described above scheduled for May 1, 2024, at 11:30 am is rescheduled to May 2, 2024, at 11:30 am.**

2. **Bidders Questions and Responses to Questions:**
   No Attachment A. is included with this Addendum.

3. **Revisions to Documents:**
   Attachment B. is included with this Addendum.

4. **Revisions to PASSPort forms:**
   Attachment C. is included with this Addendum.

Transferring Data Between Rounds of an RFX: A new document titled “Transferring Data Between Rounds of an RFX” has been added to the Documents section of the View RFx tab. Please refer to this document when an addendum has been issued. Note: Whenever an addendum is issued, the RFX item grid will be cleared. You can import the work you have already done by following the steps on this document.

DDC strongly advises vendors to finalize and submit bids 48 hours prior to due date and time. The City is not responsible for technical issues (e.g. internet connection, power outages, technology malfunction, computer errors, etc.) related to bid submissions.

If additional information is required, please contact the Department of Design and Construction, Contract Section at (718) 391-1041 or by email at CSB_projectinquiries@ddc.nyc.gov.

Richard Jones, PE CWI
Chief Engineer, Executive- Engineering Services

DDC PROJECT #: **HWX402**

PROJECT NAME: **RECONSTRUCTION OF BRUNER AVENUE & ELY AVENUE, ETC., THE BRONX**

ATTACHMENT A - BIDDERS QUESTIONS AND DDC RESPONSES

None

DDC PROJECT #: **HWX402**

PROJECT NAME: **RECONSTRUCTION OF BRUNER AVENUE & ELY AVENUE, ETC., THE BRONX**

ATTACHMENT B – REVISIONS TO THE DOCUMENTS

1. Refer to Contract Documents, Volume 3 of 3, S-Pages, Section B, Subsection 6. OCMC TRAFFIC STIPULATIONS – it was replaced in its entirety (please note document date – April 26, 2024).

DDC PROJECT #: **HWX402**

PROJECT NAME: **RECONSTRUCTION OF BRUNER AVENUE & ELY AVENUE, ETC., THE BRONX**

ATTACHMENT C – REVISIONS TO PASSPORT FORMS

This Addendum initiates Round 4 of the procurement.

Please note that numbering of addenda is independent of rounds.

Bid Opening Date Changes:

1. **The Bid Opening for the contract described above scheduled for May 1, 2024, at 11:30 am is rescheduled to May 2, 2024 at 11:30 am.**

Questionnaire Changes:

None

Item Grid Changes:

None