



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

**Department of
Design and
Construction**

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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. One-page signed Bid Submission Form delivered in person to DDC before the bid due date; and
3. 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 deliver the certified check with the signed Bid Submission Form.

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

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

1. Any discrepancy between the total bid price listed on the Bid Submission Form and the bid information submitted in PASSPort.
2. Failure to upload required files or documents as part of a mandatory PASSPort Questionnaire response.
3. 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 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. 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 SUBMISSION FORM

Bidder Name: Galvin Bros/Madhue Contracting, JV
Procurement Title: WTM4SPRW - FOUR SPARROW MARSH TIDAL WETLAND MITIGATION
RFx Name: 85023B0072-WTM4SPRW - FOUR SPARROW MARSH TIDAL WETLAND MITIGATION

The above-named bidder affirms and declares:

1. The bidder has completed and submitted all required information for the above procurement in the PASSPort system;
2. Any discrepancy between the bid price listed on this Bid Submission Form and the bid information submitted in PASSPort may result in the agency finding the bid non-responsive; and
3. This bid is being submitted in accordance with New York State General Municipal Law § 103.

Total Bid Price: \$ 4,138,480.00
(a/k/a Total Amount)

Bidder Signature

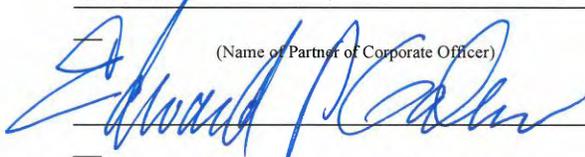
EIN (if applicable): 26-4699648

(EIN must match the EIN of the entity that submitted bid information in PASSPort)

Bidder Name: Galvin Bros/Madhue Contracting, JV

By: Edward P Galvin, General Partner

(Name of Partner or Corporate Officer)

Signature: 

(Signature of Partner or Corporate Officer)

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS. That we, Galvin Bros., Inc./Madhue Contracting, Inc., a joint venture

hereinafter referred to as the "Principal", and Liberty Mutual Insurance Company

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 Proposal Price

(\$ 10% of P.P.), 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 _____

Four Sparrow Marsh Tidal Wetland Mitigation, Project ID: WTM4SPRW, EPIN: 85023B0072

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.

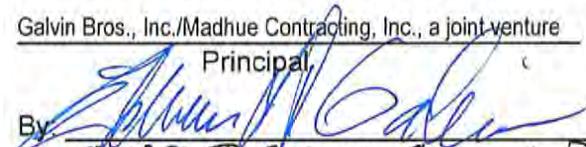
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers the 10th day of August, 2023.

(Seal)

Galvin Bros., Inc./Madhue Contracting, Inc., a joint-venture (L.S.)

Principal

By:


EDWARD P. GALVIN, General Partner

(Seal)

Liberty Mutual Insurance Company

Surety

By:


Colette R. Chisholm, Attorney-In-Fact

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of _____ County of _____ ss:
On this _____ day of _____, _____, before me personally came
_____ to me known, who, being by me duly sworn, did
depose and say that he/she/they resides at

that he/she/they is the _____ of

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.

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

ACKNOWLEDGEMENT OF PRINCIPAL
IF A JOINT VENTURE

STATE OF NEW YORK }
COUNTY OF NASSAU }

On this 10th day of August 2023, personally appeared before me
EDWARD P. GALVIN member of the firm/Joint Venture of GALVIN BROS/MADHUE
Contracting, JV to me known and known to me to be the individual
described in and who executed the foregoing instrument and he acknowledged to me that he
executed the same for an on behalf of said firm/Joint Venture.

Sworn before me this 10th day of August 2023

Maureen T. Confortin
Notary Public

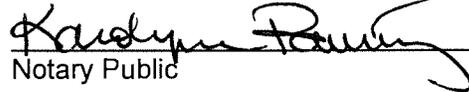
MAUREEN T. CONFORTIN
Notary Public, State of New York
No. 01CO4850066
Qualified in Suffolk County
Commission Expires January 20 26

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF New York }

COUNTY OF New York }

On this August 10, 2023, before me personally came Colette R. Chisholm to me known, who, being by me duly sworn, did depose and say; that he/she resides in New York County, State of New York that he/she is the Attorney-In-Fact of the Liberty Mutual Insurance Company the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has pursuant to Section 1111 of the Insurance Law of the State of New York, issued to Liberty Mutual Insurance Company (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving is as such; and that such certificate has not been revoked.


Notary Public

NY acknowledgement

KAROLYNNE RAMIREZ
Notary Public-State of New York
No. 01RA6426462
Qualified in New York County
Commission Expires December 13, 2025



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: 8208538-969603

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, Camille Maitland; Colette R. Chisholm; Dana Granice; Desiree Cardlin; George O. Brewster; Gerard S. Macholz; Ian Williams; Katherine Acosta; Lee Ferrucci; Michelle Wannamaker; Nelly Renchiwich; Peter F. Jones; Robert T. Pearson; Susan Lupski; Thomas Bean; Vincent A. Walsh

all of the city of Uniondale state of NY 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 3rd day of August, 2022.



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

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 3rd day of August, 2022 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
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 10th day of August 2023



By: Renee C. Llewellyn
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 INSURANCE COMPANY

Financial Statement – December 31, 2022

Assets		Liabilities	
Cash and Bank Deposits	\$3,908,755,039	Unearned Premiums	\$10,133,358,204
*Bonds — U.S Government.....	3,451,999,931	Reserve for Claims and Claims Expense.....	27,953,643,316
*Other Bonds	18,862,255,155	Funds Held Under Reinsurance Treaties.....	368,610,620
*Stocks.....	19,372,953,698	Reserve for Dividends to Policyholders	1,379,296
Real Estate.....	190,092,373	Additional Statutory Reserve	197,278,000
Agents' Balances or Uncollected Premiums	7,929,876,358	Reserve for Commissions, Taxes and Other Liabilities	9,206,000,954
Accrued Interest and Rents	166,740,412	Total.....	\$47,860,270,390
Other Admitted Assets.....	15,968,062,977	Special Surplus Funds	\$195,696,103
Total Admitted Assets.....	<u>\$69,850,735,943</u>	Capital Stock	10,000,075
		Paid in Surplus	13,324,803,036
		Unassigned Surplus.....	8,459,966,339
		Surplus to Policyholders	21,990,465,553
		Total Liabilities and Surplus	<u>\$69,850,735,943</u>



* 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 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, 2022, 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 2023.

T. Mikolajewski

Assistant Secretary

SPECIAL EXPERIENCE REQUIREMENTS FOR THE BIDDER:

The Special Experience Requirements set forth below apply to the bidder. Compliance with such Special Experience Requirements will be determined solely by the City prior to an award of contract. Failure to comply with the Special Experience Requirements will result in rejection of the bid as non-responsive.

The requirements in this Section (A) apply to this contract where indicated by a blackened box (■).

- The bidder must, within the last seven (7) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least one (1) project similar in scope and type to the required work. Such prior project may have been performed as a prime contractor, subcontractor or sub-subcontractor.

The Special Experience Requirements next to the blackened box below apply to the bidder. If the bidder intends to perform such work itself, it must demonstrate compliance with the Special Experience Requirements. If the bidder intends to subcontract this work, the proposed subcontractor or sub-subcontractor must demonstrate compliance with the Special Experience Requirements. The contractor, subcontractor or sub-subcontractor (hereinafter referred to as the "Entity") that will perform any specific area of work indicated by the blackened box below, may have performed the required prior project(s) as a prime contractor, subcontractor or sub-subcontractor. Once approved, no substitution will be permitted, unless the qualifications of the proposed replacement have been approved in writing in advance by the City.

- Trunk Water Main Work:** The Entity that will perform the trunk water main work must, within the last seven (7) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least one (1) project similar in scope and type to the required work.

- **Best Management Practice Work:** Best Management Practice ("BMP") Work is any item of work in the Bid Schedule that begins with the prefix "BMP". The Entity that will perform any BMP Work must, within the last five (5) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least three (3) projects similar in scope and type to the required work.

For professional services in connection with BMP Work (i.e., monitoring and reporting services), the individual who will perform the required services must, within the last five (5) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least three (3) projects similar in scope and type to the required work. Additional requirements are set forth below.

- The individual serving as the Restoration Specialist (Construction Monitor) must be a Registered Landscape Architect licensed by the state of New York, or must have equivalent professional experience.
- The individual serving as the Erosion and Sediment Control Licensed/Certified Professional must be a Certified Professional in Erosion and Sediment Control (CPESC), certified by CPESC, Inc.

- Micro-Tunneling/Pipe Jacking Work:** The Entity that will perform the micro-tunneling/pipe jacking work must, within the last five (5) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least two (2) projects similar in scope and type to the required work.

- OTHER:** _____

SPECIAL EXPERIENCE REQUIREMENTS FOR ENTITIES PERFORMING SPECIFIC AREAS OF WORK:

The requirements in this Section (B) apply to this contract where indicated by a blackened box (■).

The Special Experience Requirements set forth below apply to the Entity that will perform the specific area of work. **Compliance with such Special Experience Requirements will be determined solely by the City after an award of contract. Within two (2) weeks of award of contract, the contractor will be required to submit the qualifications of the Entity that will perform the specific area of work.** If the bidder intends to perform such work itself, it must demonstrate compliance with the Special Experience Requirements. If the bidder intends to subcontract this work, the proposed subcontractor or sub-subcontractor must demonstrate compliance with the Special Experience Requirements. Once approved, no substitution will be permitted, unless the qualifications of the proposed replacement have been approved in writing in advance by the City.

Special Experience Requirements apply to the Entity that will perform any specific area of work indicated by a blackened box. The Entity may have performed the required prior project(s) as a prime contractor, subcontractor or sub-subcontractor.

■ **Hazmat Work:** Hazmat Work is any item of work in the Bid Schedule that begins with the prefix 8.01. The Entity that will perform any Hazmat Work must, within the last three (3) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least five (5) projects similar in scope and type to the required work.

□ **Pile, CFA Pile, and/or Mini-Pile Work:** The Entity that will perform the Pile, CFA Pile and/or Mini-Pile Work must, within the last three (3) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least two (2) projects similar in scope and type to the required work.

For professional services in connection with Pile Work (i.e., engineering and inspection services), the individual who will perform the required services must be a Professional Engineer licensed by the state of New York. Such individual must also comply with the above requirements for prior projects.

□ **Construction Report, Monitoring and Post-Construction Report, and Continuous Real-Time Monitoring For Vibrations and Movements and Post-Construction Report Work:** The Entity that will perform the Construction Report, Monitoring For Vibrations And Movements, and Post-Construction Report Work must, within the last three (3) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least two (2) projects similar in scope and type to the required work.

For professional services in connection with Reporting and Monitoring Work (i.e., engineering and inspection services), the individual who will perform the required services must be a Professional Engineer licensed by the state of New York. Such individual must also comply with the above requirements for prior projects.

□ **OTHER:** _____

QUALIFICATION FORM

Name of Contractor: Galvin Bros./Madhue JV

Name of Project: Saw Mill Creek Mitigation Bank Project

Location of Project: Saw Mill Creek - Staten Island

Owner or Owner's representative (Architect or Engineer) who is familiar with the work performed:

Name: John Caropreso - The LIRO Group

Title: Project Manager Phone Number: (347) 265-9220

Brief description of the Project completed or the Project in progress:

Saw Mill Creek is the first state and federally approved mitigation bank in New York City. The project tackled restoring 56 acres of the wetlands that were impacted greatly by debris and need to be restored to their original elevation. Saw Mill Creek, located on the west shore of Staten Island, served as illegal dumping and invasive weeds for years. During the project more than 40,000 cubic yards of debris and soil were removed from the project limits. Grades were reestablished to restore the wetlands, marshlands and mudflats that make up the Saw Mill Creek watershed, creating additional acres of wetland. The re-mediated areas were planted with new native salt marsh and shrubs repairing the ecological state. The Saw Mill Creek Pilot Wetland Mitigation Bank project transformed the marsh into a functioning tidal wetland again.

Was the Project performed as a prime, a subcontractor or a sub-subcontractor: Prime

Amount of Contract, Subcontract or Sub-subcontract: \$8,888,276.00

Start Date and Completion Date: December 2017 - December 2021

Name of Contractor: Galvin Bros./Madhue JV

Name of Project: Jamaica Bay Wildlife Refuge - West Pond

Location of Project: West Pond - Jamaica Bay

Owner or Owner's representative (Architect or Engineer) who is familiar with the work performed:

Name: Britt Zuckerman - Jamaica Bay Rockaway Parks Conservancy

Title: Project Manager Phone Number: (212) 529-2263

Brief description of the Project completed or the Project in progress: _____

This multi-partner resiliency project led to the creation of several acres of new habitat at West Pond and protected the shoreline with nature-based features including an oyster shell-bag breakwater system and native grasses and shrubs. This innovative project will help protect West Pond and the loop trail from the impact of climate change and extreme weather. Over a period of six months, Galvin Bros./Madhue JV restored 2,400 linear feet of badly eroded shoreline with 51,600 cubic yards of sand, creating nine new acres of habitat at the Refuge. The living shoreline is protected from wave energy and erosion using a system of oyster shell breakwaters made up of 5,000 biodegradable bags of shell collected through the Billion Oyster Project's Shell Recycling Program. To further stabilize the shoreline, biodegradable coir logs and recycled trees were used. Galvin Bros./Madhue JV also reconstructed and repaired the historic outfall at the north end of West Pond, allowing water levels in the pond to be lowered by the National Park Service seasonally to attract migrating shorebirds. In total, 14-acres of habitat, including the entire living shoreline and adjacent area, were restored with 200,000 native plants.

Was the Project performed as a prime, a subcontractor or a sub-subcontractor: Prime

Amount of Contract, Subcontract or Sub-subcontract: \$2,978,310.00

Start Date and Completion Date: May 2021 - November 2021 - Maintenance Period Ongoing

QUALIFICATION FORM

Name of Contractor: Galvin Bros./Madhue JV

Name of Project: Alley Creek Marsh Restoration

Location of Project: Alley Creek Park - Queens

Owner or Owner's representative (Architect or Engineer) who is familiar with the work performed:

Name: John McLaughlin - NYC DEP

Title: Accountable Manager Phone Number: (718) 595-4458

Brief description of the Project completed or the Project in progress: _____

Tidal Excavation and creation of a 2 acre salt marsh

Was the Project performed as a prime, a subcontractor or a sub-subcontractor: Prime

Amount of Contract, Subcontract or Sub-subcontract: \$1,800,000.00

Start Date and Completion Date: October 2018 - April 2019

Name of Contractor: _____

Name of Project: _____

Location of Project: _____

Owner or Owner's representative (Architect or Engineer) who is familiar with the work performed:

Name: _____

Title: _____ Phone Number: _____

Brief description of the Project completed or the Project in progress: _____

Was the Project performed as a prime, a subcontractor or a sub-subcontractor: _____

Amount of Contract, Subcontract or Sub-subcontract: _____

Start Date and Completion Date: _____

Part 1: M/WBE Participation Goals

Contract Overview (To be completed by contracting agency)

APT E-Pin# 85023B0072 FMS Project ID# WTM4SPRW
 Project Title Perform Wetland Mitigation work in four sparrow marsh in Mill Basin Brooklyn Agency PIN# 8502023SE0011C
 Contracting Agency NYC Department of Design and Construction Bid/Proposal Response Date _____
 Agency Address 30-30 Thomson Ave City Long Island City State NY ZIP 11101
 Contact Person Tajada Crespo Title M/WBE Outreach & Compliance Analyst
 Telephone 718-391-1607 Email crespota@ddc.nyc.gov

Project Description (attach additional pages if necessary)

Perform Wetland Mitigation Work in four Sparrow Marsh in Mill Basin Brooklyn

Bidder or proposer is required OR is not required to specifically identify the contact information of all M/WBE firms they intend to use as a subcontractor on this contract, including the M/WBE vendor name, address and telephone number in the space provided below in Part 2 Section 4.

M/WBE Participation Goals for Services

Enter the percentage amount for each category or for an unspecified Goal.

Prime Contract Industry: Infrastructure

Category and Breakdown:

Unspecified 10.00 %
 Black American 5.00 %
 Hispanic American _____ %
 Asian American _____ %
 Women _____ %

Total Participation Goals 15.00 %
Line 1

Part 2: M/WBE Participation Plan

(To be completed by the bidder/proposer unless granted a full waiver, which must be submitted with the bid/proposal in lieu of this form)

Section 1: Prime Contractor Contact Information

Tax ID# 26-4699648 FMS Vendor ID# 0003287798
 Business Name Galvin Bros/Madhue JV Contact Person Michael Lang
 Business Address 149 Steamboat Road City Great Neck State NY ZIP 11024
 Telephone (516) 466-3785 Email m.lang@galvinbrothers.com

Section 2: M/WBE Utilization Goal Calculation

Prime Contractor Adopting Agency Participation Goals

For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Agency M/WBE Participation Goals.

Total Bid/Proposal Value \$ 4,138,480.00
multiplied by x
 Total Participation Goals 15.00 %
(Line 1 above)

Calculated M/WBE Participation Amount \$ 620,772.00
Line 2

OR

Prime Contractor With Partial Waiver Approval Adopting Revised Participation Goals

For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Revised M/WBE Participation Goals.

Total Bid/Proposal Value \$ _____
multiplied by x
 Total Revised Participation Goals _____ %

Calculated M/WBE Participation Amount \$ _____
Line 3

Section 3: Contractor M/WBE Utilization Plan

Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation. Check applicable box. The Proposer or Bidder will fulfill the M/WBE Participation Goals:

- As an M/WBE Prime Contractor that will self-perform and/or subcontract to other M/WBE firms a portion of the contract the value of which is at least the amount located on Lines 2 or 3 in the panels in Section 2, as applicable. The value of any work subcontracted to non-M/WBE firms will not be credited towards fulfillment of M/WBE Participation Goals. Please check all that apply to Prime Contractor: MBE WBE
- As a Qualified Joint Venture with an M/WBE partner, in which the value of the M/WBE partner's participation and/or the value of any work subcontracted to other M/WBE firms is at least the amount located on Lines 2 or 3 in the panels in Section 2, as applicable. The value of any work subcontracted to non-M/WBE firms will not be credited towards fulfillment of M/WBE Participation Goals.
- As a non-M/WBE Prime Contractor that will enter into subcontracts with M/WBE firms the value of which is at least the amount located on Lines 2 or 3 in the panels in Section 2, as applicable.

Section 4: General Contract Information

What is the expected percentage of the total contract dollar value that you expect to award in subcontracts for services, regardless of M/WBE status?

15.00 %

Enter a brief description of the type(s) and dollar value of subcontracts for all services you plan to subcontract if awarded this contract, along with the anticipated start and end dates for such subcontracts. For each item, indicate whether the work is designated for participation by an M/WBE. Where the contracting agency's solicitation has indicated a requirement that the bidder or proposer specifically identify the contact information of all M/WBEs they intend to use on this contract, vendors must also include the M/WBE vendor name, address and telephone number in the space provided below. Use additional sheets if necessary.

Description of Work	Start Date (MM/YY)	End Date (MM/YY)	Planned \$ Amount	Designated for M/WBE		M/WBE Vendor Name	M/WBE Address	M/WBE Telephone
				Y	N			
1. Trucking & Disposal	11 / 23	6 / 24	\$ 200,000.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Asian American		() -
2. Trucking & Disposal	11 / 23	6 / 24	\$ 75,000.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Black American		() -
3. Supply & Trucking of Material	11 / 23	6 / 24	\$ 135,000.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Black American		() -
4. Landscaping	11 / 23	6 / 24	\$ 225000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Asian American		() -
5. _____	/ /	/ /	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>	_____		() -
6. _____	/ /	/ /	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>	_____		() -
7. _____	/ /	/ /	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>	_____		() -
8. _____	/ /	/ /	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>	_____		() -
9. _____	/ /	/ /	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>	_____		() -
10. _____	/ /	/ /	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>	_____		() -

Section 5: Vendor Certification and Required Affirmations

I hereby:

1. acknowledge my understanding of the M/WBE participation requirements as set forth herein and the pertinent provisions of Section 6-129 of the Administrative Code of the City of New York ("Section 6-129"), and the rules promulgated thereunder;
2. affirm that the information supplied in support of this M/WBE Utilization Plan is true and correct;
3. agree, if awarded this Contract, to comply with the M/WBE participation requirements of this Contract, the pertinent provisions of Section 6-129, and the rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract;
4. agree and affirm that it is a material term of this Contract that the Vendor will award the total dollar value of the M/WBE Participation Goals to certified MBEs and/or WBEs, unless a full waiver is obtained or such Goals are modified by the Agency; and
5. agree and affirm, if awarded this Contract, to make all reasonable, good faith efforts to meet the M/WBE Participation Goals, or if a partial waiver is obtained or such Goals are modified by the Agency, to meet the modified Participation Goals by soliciting and obtaining the participation of certified MBE and/or WBE firms.

Signature  Date 8/17/2023
 Print Name Michael Lang Title Estimator

SAFETY QUESTIONNAIRE

The Bidder must include, with its bid, all information requested on this Safety Questionnaire. Failure to provide a completed and signed Safety Questionnaire at the time of bid opening may result in disqualification of the bid as non-responsive. This Safety Questionnaire will be reviewed as per Section V of the Safety Requirements for Construction Contracts, found in Volume 2 of the Contract.

1. Bidder Information:

Company Name: Galvin Bros., Inc.

DDC Project Number: WTM4SPRW

Company Size: Ten (10) employees or less
 Greater than ten (10) employees

Company has previously worked for DDC: YES NO

2. Type(s) of Construction Work:

Identify the types of work that the Bidder has performed in the last three years, and the types of work that are part of this Contract.

<u>TYPE OF WORK</u>	<u>LAST 3 YEARS</u>	<u>THIS PROJECT</u>
General Building Construction	<input type="checkbox"/>	<input type="checkbox"/>
Residential Building Construction	<input type="checkbox"/>	<input type="checkbox"/>
Nonresidential Building Construction	<input type="checkbox"/>	<input type="checkbox"/>
Heavy Construction, except building	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Highway and Street Construction	<input type="checkbox"/>	<input type="checkbox"/>
Heavy Construction, except highways	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Plumbing, Heating, HVAC	<input type="checkbox"/>	<input type="checkbox"/>
Painting and Paper Hanging	<input type="checkbox"/>	<input type="checkbox"/>
Electrical Work	<input type="checkbox"/>	<input type="checkbox"/>
Masonry, Stonework and Plastering	<input type="checkbox"/>	<input type="checkbox"/>
Carpentry and Floor Work	<input type="checkbox"/>	<input type="checkbox"/>
Roofing, Siding, and Sheet Metal	<input type="checkbox"/>	<input type="checkbox"/>
Concrete Work	<input type="checkbox"/>	<input type="checkbox"/>
Specialty Trade Contracting	<input type="checkbox"/>	<input type="checkbox"/>
Asbestos Abatement	<input type="checkbox"/>	<input type="checkbox"/>
Other (specify) <u>Wetlands, Green Infrastructure</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

3. Experience Modification Rate:

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

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

YEAR	INTRASTATE RATE	INTERSTATE RATE
2022	.85	
2021	.83	
2020	.83	

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

4. OSHA Information:

- YES NO Contractor has received a willful violation issued by OSHA or a New York City Department of Buildings (NYCDOB) construction-related violation within the last three years.
- YES NO Contractor has had an incident requiring OSHA notification within 8 hours (all work-related fatalities) or an incident requiring OSHA notification within 24 hours (work-related in-patient hospitalization, amputation and all loss of an eye).

The OSHA Form 300 “Log of Work-Related Injuries and Illnesses” and OSHA Form 300A “Summary of Work-Related Injuries and Illnesses” must be submitted for the last three years for Contractors with more than ten employees.

The Bidder / Contractor must indicate the total number of hours worked by its employees, as reflected in payroll records for the past three (3) years.

The Bidder / Contractor must submit the Incident Rate for Lost Time Injuries (the Incident Rate) for the past three (3) years. The Incident Rate is calculated in accordance with the formula set forth below. For each given year, the total number of incidents is the total number of non-fatal injuries and illnesses reported on the OSHA Form 300 and OSHA Form 300A. The 200,000 hours represents the equivalent of 100 employees working forty hours a week, fifty (50) weeks per year.

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

YEAR	TOTAL NUMBERS OF HOURS WORKED BY EMPLOYEES	INCIDENT RATE
2022	44,933	0
2021	43,093	4.64
2020	49,874	0

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

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

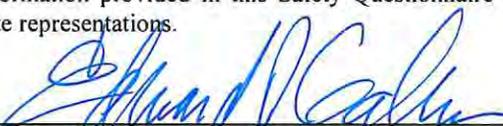
5. Safety Performance on Previous DDC Project(s)

YES NO Fatality or an incident requiring OSHA notification within 24 hours (work-related in-patient hospitalization, amputation and all loss of an eye) on DDC Project(s) within the last three (3) years.

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

The Bidder hereby affirms that all the information provided in this Safety Questionnaire and all additional pages and/or attachments, if applicable, consist of accurate representations.

Date: August 17, 2023

By: 
 (Signature of Bidder: Owner, Partner, Corporate Officer)
 Edward P Galvin

Title: President

SAFETY QUESTIONNAIRE

The Bidder must include, with its bid, all information requested on this Safety Questionnaire. Failure to provide a completed and signed Safety Questionnaire at the time of bid opening may result in disqualification of the bid as non-responsive. This Safety Questionnaire will be reviewed as per Section V of the Safety Requirements for Construction Contracts, found in Volume 2 of the Contract.

1. Bidder Information:

Company Name: Madhue Contracting, Inc

DDC Project Number: WTM4SPRW

Company Size: Ten (10) employees or less
 Greater than ten (10) employees

Company has previously worked for DDC: YES NO

2. Type(s) of Construction Work:

Identify the types of work that the Bidder has performed in the last three years, and the types of work that are part of this Contract.

TYPE OF WORK	LAST 3 YEARS	THIS PROJECT
General Building Construction	<input type="checkbox"/>	<input type="checkbox"/>
Residential Building Construction	<input type="checkbox"/>	<input type="checkbox"/>
Nonresidential Building Construction	<input type="checkbox"/>	<input type="checkbox"/>
Heavy Construction, except building	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Highway and Street Construction	<input type="checkbox"/>	<input type="checkbox"/>
Heavy Construction, except highways	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Plumbing, Heating, HVAC	<input type="checkbox"/>	<input type="checkbox"/>
Painting and Paper Hanging	<input type="checkbox"/>	<input type="checkbox"/>
Electrical Work	<input type="checkbox"/>	<input type="checkbox"/>
Masonry, Stonework and Plastering	<input type="checkbox"/>	<input type="checkbox"/>
Carpentry and Floor Work	<input type="checkbox"/>	<input type="checkbox"/>
Roofing, Siding, and Sheet Metal	<input type="checkbox"/>	<input type="checkbox"/>
Concrete Work	<input type="checkbox"/>	<input type="checkbox"/>
Specialty Trade Contracting	<input type="checkbox"/>	<input type="checkbox"/>
Asbestos Abatement	<input type="checkbox"/>	<input type="checkbox"/>
Other (specify) <u>Wetlands, Green Infrastructure</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

3. Experience Modification Rate:

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

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

YEAR	INTRASTATE RATE	INTERSTATE RATE
2022	1.13	
2021	1.07	
2020	.92	

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

4. OSHA Information:

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

YES NO Contractor has had an incident requiring OSHA notification within 8 hours (all work-related fatalities) or an incident requiring OSHA notification within 24 hours (work-related in-patient hospitalization, amputation and all loss of an eye).

The OSHA Form 300 “Log of Work-Related Injuries and Illnesses” and OSHA Form 300A “Summary of Work-Related Injuries and Illnesses” must be submitted for the last three years for Contractors with more than ten employees.

The Bidder / Contractor must indicate the total number of hours worked by its employees, as reflected in payroll records for the past three (3) years.

The Bidder / Contractor must submit the Incident Rate for Lost Time Injuries (the Incident Rate) for the past three (3) years. The Incident Rate is calculated in accordance with the formula set forth below. For each given year, the total number of incidents is the total number of non-fatal injuries and illnesses reported on the OSHA Form 300 and OSHA Form 300A. The 200,000 hours represents the equivalent of 100 employees working forty hours a week, fifty (50) weeks per year.

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

YEAR	TOTAL NUMBERS OF HOURS WORKED BY EMPLOYEES	INCIDENT RATE
2022	56,118	3.56
2021	56,845	7.03
2020	69,324	2.88

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 <i>(Except 8.01 XXX; see below)</i> 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; <p style="text-align: center;">AND</p> NYC DOT Standard Details of Construction; <p style="text-align: center;">OR,</p> <i>if the item is not contained within the Standard Specifications</i> , 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 <i>(Except 79.11XXX; see below)</i> 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; <p style="text-align: center;">AND</p> NYC DEP Specifications for Trunk Main Work; <p style="text-align: center;">AND</p> NYC DEP Sewer Design Standards; <p style="text-align: center;">AND</p> NYC DEP Water Main Standard Drawings; <p style="text-align: center;">OR,</p> <i>if the item is not contained within the Standard Specifications</i> , 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 <p style="text-align: center;">AND</p> 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.

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

Project ID: WTM4SPRW
ePIN: 85023B0072

TOTAL BID PRICE: \$4,138,480.00

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	4.08 AA	CONCRETE CURB (18" DEEP)	100.00	L.F.	\$30.00	\$3,000.00	
2	4.13 AAS	4" CONCRETE SIDEWALK (UNPIGMENTED)	750.00	S.F.	\$15.00	\$11,250.00	
3	4.16 AA	TREES REMOVED (4" TO UNDER 12" CALIPER)	31.00	EACH	\$900.00	\$27,900.00	
4	4.16 AB	TREES REMOVED (12" TO UNDER 18" CALIPER)	1.00	EACH	\$2,500.00	\$2,500.00	
5	4.21 RS	RESTORATION SPECIALIST-CONSTRUCTION MONITOR	340.00	P/HR	\$125.00	\$42,500.00	
6	6.01 AC	CLEARING AND GRUBBING	15,175.00	S.Y.	\$17.00	\$257,975.00	
7	6.25 RS	TEMPORARY SIGNS	60.00	S.F.	\$30.00	\$1,800.00	
8	6.30 AA	BEAM TYPE GUIDE RAIL	80.00	L.F.	\$150.00	\$12,000.00	
9	6.30 AR	REMOVE EXISTING GUIDE RAIL	80.00	L.F.	\$25.00	\$2,000.00	
10	6.40 B	ENGINEER'S FIELD OFFICE (TYPE B)	18.00	MONTH	\$4,500.00	\$81,000.00	
11	6.43 D	DIGITAL PHOTOGRAPHS	250.00	SETS	\$30.00	\$7,500.00	
12	7.13 B	MAINTENANCE OF SITE	12.00	MONTH	\$8,000.00	\$96,000.00	Unit price bid shall not be less than: \$ 8,000.00
13	7.88 AA	RODENT INFESTATION SURVEY AND MONITORING	1.00	L.S.	\$2,500.00	\$2,500.00	Unit price bid shall not be less than: \$ 2,500.00
14	7.88 AB	RODENT BAIT STATIONS	150.00	EACH	\$65.00	\$9,750.00	Unit price bid shall not be less than: \$ 65.00
15	7.88 AC	BAITING OF RODENT BAIT STATIONS	150.00	EACH	\$11.00	\$1,650.00	Unit price bid shall not be less than: \$ 11.00
16	7.88 AD	WATERBUG BAIT APPLICATIONS	40.00	BLOCK	\$75.00	\$3,000.00	Unit price bid shall not be less than: \$ 75.00
17	8.01 C1	HANDLING, TRANSPORTING AND DISPOSAL OF NON-HAZARDOUS CONTAMINATED SOIL	11,759.00	TONS	\$60.00	\$705,540.00	Unit price bid shall not be less than: \$ 60.00
18	8.01 C2	SAMPLING AND TESTING OF CONTAMINATED/POTENTIALLY HAZARDOUS SOIL FOR DISPOSAL PURPOSES	42.00	SETS	\$2,500.00	\$105,000.00	Unit price bid shall not be less than: \$ 2,500.00
19	8.01 H	HANDLING, TRANSPORTING AND DISPOSAL OF HAZARDOUS SOIL	1,307.00	TONS	\$375.00	\$490,125.00	Unit price bid shall not be less than: \$ 375.00
20	8.01 S	HEALTH AND SAFETY	1.00	L.S.	\$20,000.00	\$20,000.00	Unit price bid shall not be less than: \$ 20,000.00
21	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
22	9.16 WLEF	WILDLIFE EXCLUSION FENCE	2,910.00	L.F.	\$66.00	\$192,060.00	Unit price bid shall not be less than: \$ 66.00
23	9.23	PRICE ADJUSTMENTS	1.00	F.S.	\$5,000.00	\$5,000.00	PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 5,000.00
24	9.30	STORM WATER POLLUTION PREVENTION	1.00	L.S.	\$10,000.00	\$10,000.00	
25	BMP-7.09	LICENSED SURVEYOR	15.00	DAY	\$1,000.00	\$15,000.00	
26	BMP-7.304-A	EXCAVATION	10,100.00	C.Y.	\$30.00	\$303,000.00	
27	BMP-7.307-A	GRADING	109,100.00	S.F.	\$2.00	\$218,200.00	
28	BMP-7.310-A4	PLANT SALVAGE	24.00	HRS	\$187.50	\$4,500.00	
29	BMP-7.401-A	CANOPY TREES (2 1/2" TO 3" CALIPER)	30.00	EACH	\$900.00	\$27,000.00	
30	BMP-7.401-A1	CANOPY TREES (1 1/2" TO 2" CALIPER)	75.00	EACH	\$700.00	\$52,500.00	
31	BMP-7.401-B	CANOPY TREES (ABOVE 3" TO 3 1/2" CALIPER)	15.00	EACH	\$1,200.00	\$18,000.00	
32	BMP-7.401-C	CANOPY TREES - WHIPS 5' TO 6'	50.00	EACH	\$110.00	\$5,500.00	
33	BMP-7.401-H	SHRUBS	255.00	EACH	\$50.00	\$12,750.00	
34	BMP-7.401-J	HERBACEOUS PLANTS (PLUGS)	42,460.00	EACH	\$3.00	\$127,380.00	
35	BMP-7.401-K	HERBACEOUS PLANTS (QUARTS)	1,520.00	EACH	\$25.00	\$38,000.00	
36	BMP-7.407-A	EROSION CONTROL MAT	21,150.00	S.F.	\$0.50	\$10,575.00	
37	BMP-7.407-B	EROSION CONTROL MAT - CURLED WOOD OR COCONUT FIBER	465.00	S.F.	\$4.00	\$1,860.00	
38	BMP-7.411-A	WEEDING AND WATERING DURING MAINTENANCE PERIOD	600.00	HRS	\$180.00	\$108,000.00	
39	BMP-7.413	TEMPORARY GOOSE EXCLUSION FENCE	3,990.00	L.F.	\$13.00	\$51,870.00	
40	BMP-7.415-A	WILDLIFE STRUCTURES	1.00	EACH	\$5,000.00	\$5,000.00	
41	BMP-7.417	DEBRIS EXCLUSION FENCE	550.00	L.F.	\$15.00	\$8,250.00	
42	BMP-7.418	CLEAN SAND FOR RESTORED AREA	2,830.00	C.Y.	\$120.00	\$339,600.00	
43	PK-22 GA	TEMPORARY WOODEN TREE GUARD	11.00	EACH	\$250.00	\$2,750.00	
44	PK-22 GB	TEMPORARY WOODEN TREE GUARD FOR GROVES	531.00	L.F.	\$10.00	\$5,310.00	
45	PK-22 IR-FS	INVASIVES REMOVAL – SINGLE APPLICATION FOLIAR SPRAY	5,000.00	S.Y.	\$2.00	\$10,000.00	
46	PK-22 IRHP	INVASIVES REMOVAL HERBACEOUS PLANTS - MOW AND SPRAY METHOD	4,500.00	S.Y.	\$4.00	\$18,000.00	
47	PK-22 IRK	INVASIVES REMOVAL – KNOTWEED – SPRAY AND CUT METHOD	2,000.00	S.Y.	\$5.00	\$10,000.00	
48	PK-22 IRP	INVASIVES REMOVAL PHRAGMITES - MOW AND SPRAY METHOD 2 YEARS	12,000.00	S.Y.	\$5.00	\$60,000.00	

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

Project ID: WTM4SPRW
ePIN: 85023B0072

TOTAL BID PRICE: \$4,138,480.00

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
49	PK-22 IRS	INVASIVES REMOVAL – SHRUBS – CUT STUMP METHOD	4,500.00	S.Y.	\$5.00	\$22,500.00	
50	PK-22 IRV	INVASIVES REMOVAL VINES - FOLIAR SPRAY METHOD	2,000.00	S.Y.	\$10.00	\$20,000.00	
51	PK-37 L	LOAMY SAND TO SANDY TOPSOIL	1,515.00	C.Y.	\$95.00	\$143,925.00	Unit price bid shall not be less than: \$ 75.00
52	PK-4	BIOLOGIST - CUSTOM	560.00	P/HR	\$125.00	\$70,000.00	
53	PK-465 A	BROADCAST SEEDING OF NATIVE SEED AND COVER CROP	3,660.00	S.Y.	\$6.00	\$21,960.00	Unit price bid shall not be less than: \$ 6.00
		SUBTOTAL				\$3,838,480.00	
54	6.39 B	MOBILIZATION	1.00	L.S.	\$300,000.00	\$300,000.00	BID PRICE OF MOBILIZATION SHALL NOT EXCEED 8% OF THE ABOVE SUB-TOTAL PRICE.

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.

Project References

A. Contracts completed by the bidder

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

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. (if different from owner)
Hempstead Lake State Park, Northeast & Northwest Pond Enhancements Eagle Ave, West Hempstead, NY 11552	Prime	\$16,462,000.00	April 30th, 2023	New York State Office of Parks, Recreation and Historic Preservation	Lance Miller, RLA - Cashin Associates Sr. Landscape Architect (516) 325-8287
East River - Pier 42 Renovation E. River Greenway, New York, NY 10002	Prime	\$4,783,000.00	January, 2022	NYC Economic Development Corporation	Dan Bradley - The LIRO Group (917) 299-5601
Jamaica Bay Wildlife Refuge - West Pond <u>West Pond - Jamaica Bay</u>	Prime	\$2,978,310.00	November 2021	Jamaica Bay Rockaway Parks Conservancy	Britt Zuckerman (212) 529-2263
Pier 76 Hudson River Park - Demolition & Renovation 408 12th Ave West, New York, NY 10018	Prime	\$21,394,000.00	July, 2021	New York State Office of Parks, Recreation and Historic Preservation Stephen McCorkell, RLA (518) 474-1352	Stephen McCorkell, RLA (518) 474-1352
Shirley Chisholm State Park Phase 2 Site Work 950 Fountain Ave, Brooklyn, NY 11239	Prime	\$24,300,000.00	July, 2021	New York State Office of Parks, Recreation and Historic Preservation Stephen McCorkell, RLA (518) 474-1352	Stephen McCorkell, RLA (518) 474-1352

B. Contracts currently under construction by the bidder

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

Project & Location	Contract Type	Contract Amount (\$000)	Subcontracted to Others (\$000)	Uncompleted Portion (\$000)	Date Scheduled to Complete	Owner Reference & Tel. No.	Architect/ Engineer Reference & Tel. No. (if different from owner)
Marsha P. Johnson Gateway 90 Kent Ave, Brooklyn, NY 11211	Prime	\$2,243,000.00	\$120,000.00	\$1,100,000.00	August 31st, 2023	Elizabeth Martin (518) 487-1269	Joseph Fonzi - WSP (716) 207-3291
Living Shorefront Village of Patchogue	Prime	\$5,100,000.00	\$900,000.00	\$100,000.00	September 30th, 2023	Paul Pontieri (516) 475-4300	
Community Park Retaining Wall Village of Garden City	Prime	\$487,000.00	\$45,000.00	\$75,000.00	August 31st, 2023	Andrew Tock (516) 465-4008	

C. Pending contracts not yet started by the bidder

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

Project & Location	Contract Type	Contract Amount (\$000)	Date Scheduled to Start	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. (if different from owner)
Sanitary & Stormwater Improvements Phase 1 Village of Ocean Beach	Prime	\$12,401,000.00	October 2023	Thomas Schaefer D&B Engineers (516) 364-9890 EXT 3432	Thomas Schaefer D&B Engineers (516) 364-9890 EXT 3432
Nassau County Bailey's Pond Bailey Arboretum	Prime	\$2,640,000.00	August 2023	Dan Fuci (516) 571-7520	
Indian Island Bluff Suffolk County DPW Indian Island	Prime	\$1,750,000.00	August 2023	Justin Hipperling (631) 852-4003	Thomas Schaefer D&B Engineers (516) 364-9890 EXT 3432



**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:
**THE DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

PREPARED BY:
HAZEN / AKRF

DATE PREPARED:
05/22/2023



VOLUME 2 OF 3

FOR FURNISHING ALL LABOR AND MATERIALS
NECESSARY AND REQUIRED FOR:

PROJECT ID: WTM4SPRW

**INFORMATION FOR BIDDERS CONTRACT
PERFORMANCE AND PAYMENT BONDS
PREVAILING WAGE SCHEDULE**

**FOUR SPARROW MARSH TIDAL WETLAND
MITIGATION**

TOGETHER WITH ALL WORK INCIDENTAL THERETO

BOROUGH OF BROOKLYN

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 it 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, contractor’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 oversight 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;

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 Policies 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 actually inserted 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 and Proposal 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 by the 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, impact drills, 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 and design 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**, or his/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 right to 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 14 of 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 with the **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; NOTICES AND 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 Additional Insureds, 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 any appropriate 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 or contributing 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 Method in 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 various operations 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, in the 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 delay in the performance of this **Contract** 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 neither known 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, has not 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 extends the 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 of delay 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 multiple of 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 and no 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 Insured and 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 to do 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 applicable to 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** to the 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., as referred 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** by authorizing 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 expiration of 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 in the 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 to a 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 for that 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: $(.035) \times (\text{HP rating}) \times (\text{Fuel cost/gallon})$. 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: $(.035) \times (\text{HP rating}) \times (\text{Fuel cost/gallon})$. 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** in the 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 A TIME & 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 with respect 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 resolution procedure.

CHAPTER VII: POWERS OF THE RESIDENT ENGINEER, THE ENGINEER OR ARCHITECT 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 by the **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 issue an **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 **Contract** 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 out of 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 with the

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 time². 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 PSL 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 PSL. The **Contractor** acknowledges that it is responsible for compliance with the PSL notwithstanding any inconsistent language contained herein.

35.5.2 Pursuant to the PSL 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 PSL (“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 PSL 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 provider has 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 PSL. 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 PSL 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 Policies 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 terms of the **Contract** and this Article 35.6 (1) 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 parts of 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 a monthly 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 qualified and 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 repair of buildings or engaged in the construction or repair of streets or highways pursuant to a **Contract** with the **City** or engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a **Contract** with the **City** to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.

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 applicant for 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, rates of 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 Administrative Code, 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 or she 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 a condition 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 used if 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 performance of 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 44 and 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 intended for 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; or if

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 perform the **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 asserted within 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 for the 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 New York and New Jersey, or any local development corporation within the **City**, or any public benefit corporation organized under the **Laws** of the State 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 interest in, and is

seeking testimony concerning the award of, or performance under any transaction, agreement, lease, permit, contract, or license entered into with the **City**, the State, or any political subdivision thereof or any local development corporation within the **City**, then;

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 in assessing 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 to the hearing, including but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

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 that has 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 to the 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 in a

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 will be 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 of the 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 construction 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 to and 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 assess, 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 action efforts 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 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 strict accordance 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 reasonably have 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 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. 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.

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 **GALVIN BROS & MADHUE CONTRACTING-JV** (“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 **85023B0072-WTM4SPRW**.

1. (Question answer) - Bid Bond - executed.pdf - Sep 6 2023 5:33PM
2. (Question answer) - Galvin-Madhue JV Qualification Form.pdf - Sep 6 2023 5:34PM
3. 23-24 Insurance Endorsements - Sep 21 2023 7:11PM
4. Certificate by Broker - Sep 19 2023 7:15PM
5. Disability Insurance - Sep 19 2023 7:16PM
6. Galvin Bros/Madhue Contracting JV - WTM4SPRW Schedule B - Sep 6 2023 5:13PM
7. General Liability - Sep 20 2023 11:50AM
8. Payment Bond - Sep 12 2023 4:51PM
9. Performance Bond - Sep 12 2023 4:51PM
10. Proposal/Bid - Sep 6 2023 4:54PM
11. V1_Infra_Bid_Booklet - Sep 6 2023 4:54PM
12. Workers Compensation - Sep 19 2023 7:16PM
13. WTM4SPRW - DRAWINGS - Sep 6 2023 4:54PM
14. WTM4SPRW Addendum 3 - Sep 6 2023 4:54PM
15. WTM4SPRW Addendum1 - Sep 6 2023 4:54PM
16. WTM4SPRW Addendum2 - Sep 6 2023 4:54PM
17. WTM4SPRW Planholder list Addendum 1 - Sep 6 2023 4:54PM
18. WTM4SPRW VOL2 of 3 - Sep 6 2023 4:54PM
19. WTM4SPRW VOL3 of 3 - Sep 6 2023 4:54PM
20. WTM4SPRW Bidder #1_Galvin Bros/Madhue Contracting JV_Bid Schedule from PASSPort - Sep 6 2023 5:12PM

The above order does not represent an order of precedence. The Contract shall be governed by the 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**

ERIC MACFARLANE

(Signature)

Name: ERIC MACFARLANE

Title: First Deputy Commissioner

Date: 9/22/2023 | 11:24:12 PDT

Contractor

By: **GALVIN BROS & MADHUE CONTRACTING-JV**

DocuSigned by:

Edward P. Galvin

34CAB7B5C65E45F...

(Signature)

Name: Edward P. Galvin

Title: General Partner

Date: 9/22/2023 | 11:14:15 PDT

PERFORMANCE BOND #1

Performance Bond #1 (4 Pages): Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration (“SBA”)for participation in its Bond Guarantee Program.

PERFORMANCE BOND #1 (Page 1)

KNOW ALL PERSONS BY THESE PRESENTS,;

That we, Galvin Bros., Inc./Madhue Contracting, Inc., a joint venture, 149 Steamboat Road Great Neck, NY 11024

hereinafter referred to as the “Principal,”
and, Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, MA 02116

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 Four Million One Hundred Thirty Eight Thousand Four Hundred Eighty and 00/100

(\$ 4,138,480.00) 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

Four Sparrow Marsh Tidal Wetland Mitigation, Project ID: WTM4SPRW; EPIN: 85023B0072

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, 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 City from 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 or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal’s default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

PERFORMANCE BOND #1 (Page 2)

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the City that the City has determined that the Principal is in default of the Contract, to (1) pay the City the cost to complete the contract as determined by the City in excess of the balance of the Contract held by the City, plus any damages or costs to which the City is entitled, up to the full amount of the above penal sum, (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof, or (3) tender a completion Contractor that is acceptable to the City. The Surety (Sureties) further agrees, at its option, either to notify the City that it elects to pay the city the cost of completion plus any applicable damages and costs under option (1) above, 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 thereof from the City and, if the Surety elects to fully perform and complete the Work, then 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. If the Surety elects to tender payment pursuant to (1) above, then the Surety shall tender such amount within fifteen (15) business days notification from the City of the cost of completion. The Surety and the City reserve all 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 pay the City the cost of completion, to commence and complete all Work as provided herein, or to tender a completion contractor.

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 by any extension of time, modification, omission, addition, or change in or to 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 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, and waivers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to subcontractors 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. Notwithstanding the above, if the City makes payments to the Principal before the time required by the contract that in the aggregate exceed \$100,000 or 10% of the Contract price, whichever is less, and that have not become earned prior to the Principal being found to be in default, then all payments made to the Principal before the time required by the Contract shall be added to the remaining contract value available to be paid for the completion of the Contract as if such sums had not been paid to the Principal, but shall not provide a basis for non-performance of its obligation to pay the City the cost of completion, to commence and to complete all Work as provided herein, or to tender a completion contractor.

PERFORMANCE BOND #1 (Page 3)

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

8th day of September, 2023 (Seal)

Galvin Bros., Inc./Madhue Contracting, Inc., a joint venture
Edward P. Galvin (L.S.)
EDWARD P. GALVIN, Principal General Partner

(Seal)

By: Liberty Mutual Insurance Company

Surety

By: *Katherine Acosta*
Katherine Acosta, Attorney-In-Fact

(Seal)

Surety

By: _____

(Seal)

Surety

By: _____

(Seal)

Surety

By: _____

(Seal)

Surety

By: _____

Bond Premium Rate \$15.26 Sliding Scale

Bond Premium Cost \$42,177.00

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 duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

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 the _____ of the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

Notary Public or Commissioner of Deeds.

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.

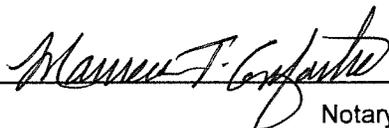
Affix Acknowledgments and Justification of Sureties.

ACKNOWLEDGEMENT OF PRINCIPAL
IF A JOINT VENTURE

STATE OF NEW YORK }
COUNTY OF NASSAU }

On this 8th day of September 20 23, personally appeared before me
EDWARD P. GALVIN member of the firm/Joint Venture of Galvin Bros / MADHUE
Contracting, JV to me known and known to me to be the individual
described in and who executed the foregoing instrument and he acknowledged to me that he
executed the same for an on behalf of said firm/Joint Venture.

Sworn before me this 8th day of September 20 23


Notary Public

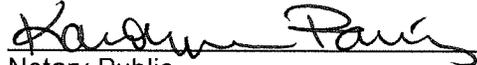
MAUREEN T. CONFORTIN
Notary Public, State of New York
No. 01CO4850066
Qualified in Suffolk County
Commission Expires January 20 2026

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF New York }

COUNTY OF Nassau }

On this SEP 08 2023, before me personally came Katherine Acosta
to me known, who, being by me duly sworn, did depose and say; that he/she resides in
Suffolk County, State of New York that he/she is the Attorney-In-Fact
of the Liberty Mutual Insurance Company
the corporation described in which executed the above instrument; that he/she knows the seal
of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so
affixed by the Board of Directors of said corporation; and that he/she signed his/her name
thereto by like order; and the affiant did further depose and say that the Superintendent of
Insurance of the State of New York, has pursuant to Section 1111 of the Insurance Law of the
State of New York, issued to Liberty Mutual Insurance Company
(Surety) his/her certificate of qualification evidencing the qualification of said Company and its
sufficiency under any law of the State of New York as surety and guarantor, and the propriety of
accepting and approving is as such; and that such certificate has not been revoked.


Notary Public

KAROLYNNE RAMIREZ
Notary Public-State of New York
No. 01RA6426462
Qualified in New York County
Commission Expires December 13, 2025

NY acknowledgement



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: 8208538-969603

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, Camille Maitland; Colette R. Chisholm; Dana Granice; Desiree Cardlin; George O. Brewster; Gerard S. Macholz; Ian Williams; Katherine Acosta; Lee Ferrucci; Michelle Wannamaker; Nelly Renchwich; Peter F. Jones; Robert T. Pearson; Susan Lupski; Thomas Bean; Vincent A. Walsh

all of the city of Uniondale state of NY 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 3rd day of August, 2022.



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

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 3rd day of August, 2022 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
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 8th day of September 2023



By: Renee C. Llewellyn
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 INSURANCE COMPANY

Financial Statement – December 31, 2022

Assets		Liabilities	
Cash and Bank Deposits	\$3,908,755,039	Unearned Premiums	\$10,133,358,204
*Bonds — U.S Government.....	3,451,999,931	Reserve for Claims and Claims Expense.....	27,953,643,316
*Other Bonds	18,862,255,155	Funds Held Under Reinsurance Treaties.....	368,610,620
*Stocks.....	19,372,953,698	Reserve for Dividends to Policyholders	1,379,296
Real Estate.....	190,092,373	Additional Statutory Reserve	197,278,000
Agents' Balances or Uncollected Premiums	7,929,876,358	Reserve for Commissions, Taxes and	
Accrued Interest and Rents	166,740,412	Other Liabilities	9,206,000,954
Other Admitted Assets.....	15,968,062,977	Total.....	\$47,860,270,390
Total Admitted Assets.....	<u>\$69,850,735,943</u>	Special Surplus Funds	\$195,696,103
		Capital Stock	10,000,075
		Paid in Surplus	13,324,803,036
		Unassigned Surplus.....	8,459,966,339
		Surplus to Policyholders	21,990,465,553
		Total Liabilities and Surplus	<u>\$69,850,735,943</u>



* 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 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, 2022, 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 2023.

TAMIKOLAJEWSKI

Assistant Secretary

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 #2 KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____

hereinafter referred to as the "Principal,"
and, _____

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 _____

(\$ _____) 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

_____ 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, 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 City from 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 or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal's default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

PERFORMANCE BOND #2 (Page 2)

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the City that 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 the Contract, 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 thereof from 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 reserve all 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 by any extension of time, modification, omission, addition, or change in or to 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 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.

PERFORMANCE BOND #2 (Page 3)

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

_____ day of _____ 20_____.

(Seal)

Principal (L.S.)

(Seal)

By: _____
Surety

By: _____

Bond Premium Rate _____.

Bond Premium Cost _____.

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 duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

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 resides at _____; that he/she is the _____ 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.

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.

PAYMENT BOND

Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 1)

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we, _____

Galvin Bros., Inc./Madhue Contracting, Inc., a joint venture, 149 Steamboat Road Great Neck, NY 11024

hereinafter referred to as the "Principal", and Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, MA 02116

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

Four Million One Hundred Thirty Eight Thousand Four Hundred Eighty and 00/100

(\$4,138,480.00) 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

Four Sparrow Marsh Tidal Wetland Mitigation, Project ID: WTM4SPRW; EPIN: 85023B0072

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

PAYMENT BOND (Page 2)

(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 in full 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 right of the City to require a bond containing the foregoing provisions, and they do hereby further expressly waive any 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 placed 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.

PAYMENT BOND (Page 3)

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 8th day of September, 2023.

(Seal)

Galvin Bros., Inc./Madhue Contracting, Inc., a joint venture (L.S.) Principal

By: Edward P. Galvin
EDWARD P. GALVIN, General Partner

(Seal)

Liberty Mutual Insurance Company Surety

By: Katherine Acosta
Katherine Acosta, 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 duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

PAYMENT BOND (Page 4)

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of _____ County of _____ ss:

On this ____ day of _____, _____, before me personally came _____ to me known, who, being by me duly sworn did depose and say that he resides at _____ that he is the _____ 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 directors of said corporation, and that he signed his name thereto by like order.

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 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.

ACKNOWLEDGEMENT OF PRINCIPAL
IF A JOINT VENTURE

STATE OF NEW YORK }

COUNTY OF NASSAU }

On this 8th day of September 2023, personally appeared before me
EDWARD P. GALVIN member of the firm/Joint Venture of GALVIN Bros/MADHUE
Contracting, JV to me known and known to me to be the individual
described in and who executed the foregoing instrument and he acknowledged to me that he
executed the same for an on behalf of said firm/Joint Venture.

Sworn before me this 8th day of September 2023



Notary Public

MAUREEN T. CONFORTIN
Notary Public, State of New York
No. 01CO4850066
Qualified in Suffolk County
Commission Expires January 20 2026

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF New York }

COUNTY OF Nassau }

On this SEP 08 2023, before me personally came Katherine Acosta
to me known, who, being by me duly sworn, did depose and say; that he/she resides in
Suffolk County, State of New York that he/she is the Attorney-In-Fact
of the Liberty Mutual Insurance Company
the corporation described in which executed the above instrument; that he/she knows the seal
of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so
affixed by the Board of Directors of said corporation; and that he/she signed his/her name
thereto by like order; and the affiant did further depose and say that the Superintendent of
Insurance of the State of New York, has pursuant to Section 1111 of the Insurance Law of the
State of New York, issued to Liberty Mutual Insurance Company
(Surety) his/her certificate of qualification evidencing the qualification of said Company and its
sufficiency under any law of the State of New York as surety and guarantor, and the propriety of
accepting and approving is as such; and that such certificate has not been revoked.


Notary Public

KAROLYNNE RAMIREZ
Notary Public-State of New York
No. 01RA6426462
Qualified in New York County
Commission Expires December 13, 2025

NY acknowledgement



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: 8208538-969603

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, Camille Maitland; Colette R. Chisholm; Dana Granice; Desiree Cardlin; George O. Brewster; Gerard S. Macholz; Ian Williams; Katherine Acosta; Lee Ferrucci; Michelle Wannamaker; Nelly Renchwich; Peter F. Jones; Robert T. Pearson; Susan Lupski; Thomas Bean; Vincent A. Walsh

all of the city of Uniondale state of NY 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 3rd day of August, 2022.



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

By: David M. Carey

David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 3rd day of August, 2022 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

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 8th day of September 2023



By: Renee C. Llewellyn

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 INSURANCE COMPANY

Financial Statement – December 31, 2022

Assets		Liabilities	
Cash and Bank Deposits	\$3,908,755,039	Unearned Premiums	\$10,133,358,204
*Bonds — U.S Government.....	3,451,999,931	Reserve for Claims and Claims Expense.....	27,953,643,316
*Other Bonds	18,862,255,155	Funds Held Under Reinsurance Treaties.....	368,610,620
*Stocks.....	19,372,953,698	Reserve for Dividends to Policyholders	1,379,296
Real Estate.....	190,092,373	Additional Statutory Reserve	197,278,000
Agents' Balances or Uncollected Premiums	7,929,876,358	Reserve for Commissions, Taxes and	
Accrued Interest and Rents	166,740,412	Other Liabilities	9,206,000,954
Other Admitted Assets.....	15,968,062,977	Total.....	\$47,860,270,390
Total Admitted Assets.....	<u>\$69,850,735,943</u>	Special Surplus Funds	\$195,696,103
		Capital Stock	10,000,075
		Paid in Surplus	13,324,803,036
		Unassigned Surplus.....	8,459,966,339
		Surplus to Policyholders	21,990,465,553
		Total Liabilities and Surplus	<u>\$69,850,735,943</u>



* 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 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, 2022, 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 2023.

TAMIKOLAJEWSKI

Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/19/2023

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 Alliant Insurance Services, Inc. 333 Earle Ovington Blvd Ste 700 Uniondale NY 11553	CONTACT NAME: Dylan Lovell PHONE (A/C No. Ext): 516-414-8613 E-MAIL ADDRESS: Dylan.Lovell@alliant.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
License#: 0C36861 GALVBRO-01	INSURER A: New York Marine And General In	NAIC # 16608
INSURED Galvin Bros & Madhuc Contracting JV 149 Steamboat Road Great Neck, NY 11024	INSURER B: Federal Insurance Company	20281
	INSURER C: Berkley Assurance Company	39462
	INSURER D: Navigators Insurance Company	42307
	INSURER E: SiriusPoint Specialty Insuranc	16820
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 589832358

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	NY202300017514	9/15/2023	9/15/2024	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	54326594	9/15/2023	9/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	BCS 8800314-10	9/15/2023	9/15/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	54326595	9/15/2023	9/15/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Liability	Y	Y	NY23EXCZ0F9C2IV	9/15/2023	9/15/2024	Each Occ/Agg \$10,000,000
E	Professional & Pollution	Y	Y	CPPL D0001156 00	9/15/2023	9/15/2024	Each Occ/Agg \$1,000,000 Each Occ/Agg \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Four Sparrow March Tidal Wetland Mitigation - WTM4SPRW - EPIN: 85023B0072

The City of New York, including its officials and employees, New York City Economic Development Corporation are additional insured per attached endorsement# CG2010 04 13 & CG2037 04 13 if required by written contract to the extent provided therein, subject to policy terms, limitations and exclusions. The Excess Liability sits over both General Liability and Auto Liability.

CERTIFICATE HOLDER**CANCELLATION**

NYC Department of Design & Construction
 30-30 Thomson Avenue
 Long Island City NY 11101-3045

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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NEW YORK CONSTRUCTION CERTIFICATE OF LIABILITY INSURANCE ADDENDUM

DATE (MM/DD/YYYY) 9/19/2023

THIS ADDENDUM SUMMARIZES SOME OF THE POLICY PROVISIONS IN THE REFERENCED INSURANCE POLICIES AND IS ISSUED AS A MATTER OF INFORMATION ONLY; IT CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. ALL TERMS, EXCLUSIONS AND CONDITIONS IN THE ACTUAL POLICY SHOULD BE CONSULTED FOR A MORE DETAILED ANALYSIS OF COVERAGE, AS THIS ADDENDUM DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES.

AGENCY Alliant Insurance Services, Inc.		NAMED INSURED(S) Galvin Bros & Madhue Contracting JV	
POLICY NUMBER GL202300017514	EFFECTIVE DATE 09/15/2023	CARRIER New York Marine & General Insurance Comp	NAIC CODE 16608

ADDENDUM INFORMATION CERTIFICATE NUMBER:589832358 REVISION NUMBER:

A. Insurer

- Admitted / authorized
- Excess line or free trade zone

B. General Liability (GL) policy form

- ISO / ISO modified
- Other

C. Specific operations excluded or restricted (GL policy)

- Location: _____
- Type of construction: _____
- Building height: _____
- Classifications [see attached declarations / endorsement]
- Designated work [see attached endorsement]

D. Additional insured endorsement (GL policy)

- CG 20 10 CG 20 26 CG 20 32 CG 20 33 CG 20 37 CG 20 38
- Other: #: _____ Title: _____

E. According to the terms of this GL policy, the additional insured has primary and noncontributory coverage

- Yes No and no other option is available with this insurer

F. Additional insured will receive advance notice if insurer cancels (GL policy)

- Yes No and no other option is available with this insurer

G. Blanket contractual liability located in the "insured contract" definition (Section V, Number 9, Item f. in the ISO CGL policy) is removed or restricted

- Yes and no other option is available with this insurer No changes made

H. "Insured contract" exception to the employers liability exclusion is removed or modified (GL policy)

- Yes and no other option is available with this insurer No changes made

I. GL policy (including endorsements) does not cover the additional insured for claims involving injury to employees of the named insured or subcontractors (not workers' compensation)

- Yes and no other option is available with this insurer No changes made

J. Earth movement, excavation or explosion / collapse / underground property damage is excluded or restricted (GL policy)

Yes and no other option is available with this insurer No changes made

K. Insured vs. insured suits (cross liability in the ISO CGL policy) are excluded or restricted (other than named insured vs. named insured)

Yes and no other option is available with this insurer No changes made

L. Property damage to work performed by subcontractors (exception to the "damage to your work" exclusion in the ISO CGL policy) is excluded or restricted

Yes and no other option is available with this insurer No changes made

M. Excess / umbrella policy is primary and non-contributory for additional insureds

Yes, by specific policy provision Yes, by endorsement No and no other option is available with this insurer



AUTHORIZED REPRESENTATIVE SIGNATURE

9/19/2023

DATE (MM/DD/YYYY)

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
THE CITY OF NEW YORK, INCLUDING ITS OFFICIALS AND EMPLOYEES	ALL LOCATIONS REQUIRED BY CONTRACT
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.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED 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):

<p>THE CITY OF NEW YORK, INCLUDING ITS OFFICIALS AND EMPLOYEES ALL LOCATIONS REQUIRED BY CONTRACT</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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 your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

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

3.

4. 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.

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
THE CITY OF NEW YORK, INCLUDING ITS OFFICIALS AND EMPLOYEES	ALL LOCATIONS REQUIRED BY CONTRACT

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.



CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

Form with fields for: 1a. Legal Name & Address of Insured, 1b. Business Telephone Number of Insured, 1c. NYS Unemployment Insurance Employer Registration Number of Insured, 1d. Federal Employer Identification Number of Insured or Social Security Number, 2. Name and Address of Entity Requesting Proof of Coverage, 3a. Name of Insurance Carrier, 3b. Policy Number of Entity Listed in Box "1a", 3c. Policy effective period, 3d. The Proprietor, Partners or Executive Officers are

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 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.

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: Paul Maloney (Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Paul Maloney (Signature) 9/18/2023 (Date)

Title: Account Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: 516-414-8613

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.



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

<p>1a. Legal Name & Address of Insured (use street address only) GALVIN BROS., INC / MADHUE CONTRACTING, INC. (JOINT VENTURE) 149 STEAMBOAT ROAD GREAT NECK, NY 11024</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured 5164663785</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number 26-4699648</p>
<p>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</p>	<p>3a. Name of Insurance Carrier Standard Security Life Insurance Company of New York</p> <p>3b. Policy Number of Entity Listed in Box 1a D37570-005</p> <p>3c. Policy Effective Period <u>3/1/2009</u> to <u>9/13/2024</u></p>

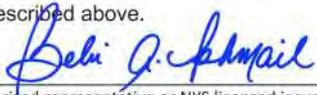
4. Policy provides the following benefits:

A. Both disability and Paid Family Leave benefits.
 B. Disability benefits only.
 C. Paid Family Leave benefits only.

5. Policy covers:

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 9/15/2023 By 
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (212) 355-4141 Name and Title SUPERVISOR-DBL/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 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 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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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 - 6/30/2024

Wage Rate per Hour: **\$64.23**

Supplemental Benefit Rate per Hour: **\$31.75**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(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 - 6/30/2024

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$43.88**

Supplemental Benefit Rate per Hour: **\$31.35**

Core Driller Helper

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$34.47**

Supplemental Benefit Rate per Hour: **\$31.35**

Core Driller Helper(Third year in the industry)

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$31.02**

Supplemental Benefit Rate per Hour: **\$31.35**

Core Driller Helper (Second year in the industry)

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$27.58**

Supplemental Benefit Rate per Hour: **\$31.35**

Core Driller Helper (First year in the industry)

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$24.13**

Supplemental Benefit Rate per Hour: **\$31.35**

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

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Driver Redi-Mix (Sand & Gravel)

Effective Period: 7/1/2023 - 6/30/2024

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

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**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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**

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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.

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(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

Cherry pickers 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, Cherry pickers. 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

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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: Guniting 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

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

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

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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, Guniting 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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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.)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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.)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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

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 - FIELD (STEEL ERECTION)

Field Engineer - Steel Erection Party Chief

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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**

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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**

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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

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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**

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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**

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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).

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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

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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 - 6/30/2024

Wage Rate per Hour: **\$39.50**

Supplemental Benefit Rate per Hour: **\$20.60**

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

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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

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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 - 6/30/2024

Wage Rate per Hour: **\$38.93**

Supplemental Benefit Rate per Hour: **\$31.27**

House Wrecker - Tier B

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$28.16**

Supplemental Benefit Rate per Hour: **\$23.68**

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 - 6/30/2024

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.

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

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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 - 6/30/2024

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.

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.

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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.

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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)

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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.

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(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 - 6/30/2024

Wage Rate per Hour: **\$58.12**

Supplemental Benefit Rate per Hour: **\$43.31**

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 - 6/30/2024

Wage Rate per Hour: **\$45.10**

Supplemental Benefit Rate per Hour: **\$40.36**

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 - 6/30/2024

Wage Rate per Hour: **\$44.19**

Supplemental Benefit Rate per Hour: **\$33.11**

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 - 6/30/2024

Wage Rate per Hour: **\$27.44**

Supplemental Benefit Rate per Hour: **\$14.77**

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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 - 6/30/2024

Wage Rate per Hour: **\$43.80**

Supplemental Benefit Rate per Hour: **\$29.39**
before calculating premium wage deduct \$3.00

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).

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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 - 6/30/2024

Wage Rate per Hour: **\$39.19**

Supplemental Benefit Rate per Hour: **\$24.60**
before calculating premium wage deduct \$1.50

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 - 6/30/2024

Wage Rate per Hour: **\$28.38**

Supplemental Benefit Rate per Hour: **\$18.92**
before calculating premium wage deduct \$1.50

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Sunday.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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 - 6/30/2024

Wage Rate per Hour: **\$53.40**

Supplemental Benefit Rate per Hour: **\$45.67**

Mosaic Mechanic - Mosaic & Terrazzo Finisher

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$51.79**

Supplemental Benefit Rate per Hour: **\$45.67**

Mosaic Mechanic - Machine Operator Grinder

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$51.79**

Supplemental Benefit Rate per Hour: **\$45.67**

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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 - 6/30/2024

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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 - 6/30/2024

Wage Rate per Hour: **\$58.08**

Supplemental Benefit Rate per Hour: **\$33.08**

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 (MECHANICAL 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 - 6/30/2024

Wage Rate per Hour: **\$47.45**

Supplemental Benefit Rate per Hour: **\$20.51**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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

(Plumbers Local # 1)

**PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME
CONSTRUCTION)**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$50.35**

Supplemental Benefit Rate per Hour: **\$29.73**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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)

Journey person

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)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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 - 6/30/2024

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.

Sheet Metal Worker - Fan Maintenance

**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

(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 - 6/30/2024

Wage Rate per Hour: **\$42.08**

Supplemental Benefit Rate per Hour: **\$56.93**

Sheet Metal Worker - Duct Cleaner

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$19.30**

Supplemental Benefit Rate per Hour: **\$12.35**

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.

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 - 6/30/2024

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.

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**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Based on Survey Data

SIGN ERECTOR
(Sheet Metal, Plastic, Electric, and Neon)

Sign Erector

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$56.00**

Supplemental Benefit Rate per Hour: **\$61.89**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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 - 6/30/2024

Wage Rate per Hour: **\$44.85**

Supplemental Benefit Rate per Hour: **\$20.71**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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 - 6/30/2024

Wage Rate per Hour: **\$48.47**

Supplemental Benefit Rate per Hour: **\$30.01**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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 - 6/30/2024
Wage Rate per Hour: **\$48.78**
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.
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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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 - 6/30/2024

Wage Rate per Hour: **\$63.46**

Supplemental Benefit Rate per Hour: **\$35.51**

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

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BOILERMAKER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Boilermaker (First Year)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 65% of Journeyman'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 Journeyman'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 Journeyman'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 Journeyman'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 Journeyman'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 Journeyman'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 Journeyman's rate
Supplemental Benefit Rate Per Hour: \$46.46

(Local #5)

BRICKLAYER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Bricklayer (First 750 Hours)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$22.60

Bricklayer (Second 750 Hours)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$22.60

Bricklayer (Third 750 Hours)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 70% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$22.60

Bricklayer (Fourth 750 Hours)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$22.60

Bricklayer (Fifth 750 Hours)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 90% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$22.60

Bricklayer (Sixth 750 Hours)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 95% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$22.60

(Bricklayer District Council)

CARPENTER

(Ratio of Apprentice to Journeyman: 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 Journeyman: 1 to 1, 2 to 5)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

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 Journeyman: 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 Journeyman'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 Journeyman's rate
Supplemental Benefit Rate Per Hour: **\$19.72**

Cement & Concrete Worker (Last 1334 hours)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 85% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$21.30

(Cement Concrete Workers District Council)

CEMENT MASON
(Ratio of Apprentice to Journeyman: 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 Journeyman: 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 Journeyman's rate
Supplemental Benefit Rate Per Hour: 50% of Journeyman's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

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)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

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)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

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 Journeyman: 1 to 1, 1 to 2)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

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 Journeyman: 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 Journeyman's rate

Glazier (Second Year)

Effective Period: 7/1/2023 - 6/30/2024
Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

Glazier (Third Year)

Effective Period: 7/1/2023 - 6/30/2024
Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

Glazier (Fourth Year)

Effective Period: 7/1/2023 - 6/30/2024
Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #1281)

HAZARDOUS MATERIAL HANDLER
(Ratio of Apprentice Journeyman: 1 to 1, 1 to 3)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Handler (First 1000 Hours)

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$20.00**

Supplemental Benefit Rate per Hour: **\$14.75**

Handler (Second 1000 Hours)

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$21.00**

Supplemental Benefit Rate per Hour: **\$14.75**

Handler (Third 1000 Hours)

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$24.00**

Supplemental Benefit Rate per Hour: **\$14.75**

Handler (Fourth 1000 Hours)

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$26.00**

Supplemental Benefit Rate per Hour: **\$14.75**

(Local #78)

HEAT & FROST INSULATOR

(Ratio of Apprentice to Journeyman: 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 Journeyman's rate

Heat & Frost Insulator (Second Year)

Effective Period: 7/1/2023 - 6/30/2024

Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

Heat & Frost Insulator (Third Year)

Effective Period: 7/1/2023 - 6/30/2024

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

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 - 6/30/2024

Wage Rate per Hour: **\$21.30**

Supplemental Benefit Rate per Hour: **\$10.97**

House Wrecker - Second Year

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$23.05**

Supplemental Benefit Rate per Hour: **\$10.97**

House Wrecker - Third Year

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$24.55**

Supplemental Benefit Rate per Hour: **\$10.97**

House Wrecker - Fourth Year

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$27.05**

Supplemental Benefit Rate per Hour: **\$10.97**

(Mason Tenders District Council)

IRON WORKER - ORNAMENTAL

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Iron Worker (Ornamental) - First Year

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$25.98**

Supplemental Benefit Rate per Hour: **\$16.00**

Iron Worker (Ornamental) - Second Year

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$28.45**

Supplemental Benefit Rate per Hour: **\$18.00**

Iron Worker (Ornamental) - Third Year

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$30.80**

Supplemental Benefit Rate per Hour: **\$19.00**

Iron Worker (Ornamental) - Fourth Year

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$34.39**

Supplemental Benefit Rate per Hour: **\$21.00**

(Local #580)

IRON WORKER - STRUCTURAL

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 6)

Iron Worker (Structural) - 1st Six Months

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$29.73**

Supplemental Benefit Rate per Hour: **\$60.12**

Iron Worker (Structural) - 7- 18 Months

Effective Period: 7/1/2023 - 6/30/2024

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$30.33**

Supplemental Benefit Rate per Hour: **\$60.12**

Iron Worker (Structural) - 19 - 36 months

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$30.94**

Supplemental Benefit Rate per Hour: **\$60.12**

(Local #40 and #361)

**LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE
LAYER & COMMON)**

(Ratio Apprentice to Journeyman: 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 Journeyman'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 Journeyman'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 Journeyman'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 Journeyman's rate

Supplemental Rate Per Hour: \$50.43

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

(Local #731)

MARBLE MECHANICS

(Ratio of Apprentice to Journeyman: 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 Journeyman'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 Journeyman's rate

Cutters & Setters - Third 750 Hours

Effective Period: 7/1/2023 - 6/30/2024

Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

Cutters & Setters - Fourth 750 Hours

Effective Period: 7/1/2023 - 6/30/2024

Wage and Supplemental Rate Per Hour: 55% of Journeyman's rate

Cutters & Setters - Fifth 750 Hours

Effective Period: 7/1/2023 - 6/30/2024

Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

Cutters & Setters - Sixth 750 Hours

Effective Period: 7/1/2023 - 6/30/2024

Wage and Supplemental Rate Per Hour: 65% of Journeyman's rate

Cutters & Setters - Seventh 750 Hours

Effective Period: 7/1/2023 - 6/30/2024

Wage and Supplemental Rate Per Hour: 70% of Journeyman's rate

Cutters & Setters - Eighth 750 Hours

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

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 - 6/30/2024

Wage Rate per Hour: **\$21.80**

Supplemental Benefit Rate per Hour: **\$10.47**

Mason Tender - Second Year

Effective Period: 7/1/2023 - 6/30/2024

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$23.55**

Supplemental Benefit Rate per Hour: **\$10.47**

Mason Tender - Third Year

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$25.05**

Supplemental Benefit Rate per Hour: **\$10.47**

Mason Tender - Fourth Year

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$27.55**

Supplemental Benefit Rate per Hour: **\$10.47**

(Local #79)

MASON TENDER (INTERIOR DEMOLITION WORKER)
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Mason Tender (Interior Demolition) - First Year

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$20.70**

Supplemental Benefit Rate per Hour: **\$10.82**

Mason Tender (Interior Demolition) - Second Year

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$22.65**

Supplemental Benefit Rate per Hour: **\$10.82**

Mason Tender (Interior Demolition) - Third Year

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$24.15**

Supplemental Benefit Rate per Hour: **\$10.82**

Mason Tender (Interior Demolition) - Fourth Year

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$26.65**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$10.82**

(Local #79)

METALLIC LATHER

(Ratio of Apprentice to Journeyman: 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 Journeyman: 1 to 1, 1 to 4)

Millwright (First Year)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

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 Journeyman: 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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

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 Journeyman: 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 Journeyman's rate

Painters - Structural Steel (Second Year)

Effective Period: 7/1/2023 - 6/30/2024

Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

Painters - Structural Steel (Third Year)

Effective Period: 7/1/2023 - 6/30/2024

Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #806)

PAVER AND ROADBUILDER

(Ratio of Apprentice to Journeyman: 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 Journeyman: 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 Journeyman: 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 Journeyman'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 Journeyman'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 Journeyman's rate

Supplemental Rate Per Hour: **\$20.93**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

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 Journeyman: 1 to 1, 1 to 3)

Plumber - First Year: 1st Six Months

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$16.78**

Supplemental Benefit Rate per Hour: **\$5.43**

Plumber - First Year: 2nd Six Months

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$19.78**

Supplemental Benefit Rate per Hour: **\$6.43**

Plumber - Second Year

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$28.99**

Supplemental Benefit Rate per Hour: **\$21.95**

Plumber - Third Year

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$31.09**

Supplemental Benefit Rate per Hour: **\$21.95**

Plumber - Fourth Year

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$33.94**

Supplemental Benefit Rate per Hour: **\$21.95**

Plumber - Fifth Year: 1st Six Months

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$35.34**

Supplemental Benefit Rate per Hour: **\$21.95**

Plumber - Fifth Year: 2nd Six Months

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$47.41**

Supplemental Benefit Rate per Hour: **\$21.95**

(Plumbers Local #1)

**POINTER, WATERPROOFER, CAULKER, SANDBLASTER,
STEAMBLASTER**

(Exterior Building Renovation)

(Ratio of Apprentice to Journeyman: 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 Journeyman: 1 to 1, 1 to 2)

Roofer - First Year

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

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 - 6/30/2024
Wage Rate Per Hour: 25% of Journeyperson's rate
Supplemental Rate Per Hour: \$7.19

Sheet Metal Worker (7-18 Months)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 35% of Journeyperson's rate
Supplemental Rate Per Hour: \$20.98

Sheet Metal Worker (19-30 Months)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: \$28.41

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Sheet Metal Worker (31-36 Months)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$33.59

Sheet Metal Worker (37-42 Months)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$33.59

Sheet Metal Worker (43-48 Months)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$41.37

Sheet Metal Worker (49-54 Months)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$41.37

Sheet Metal Worker (55-60 Months)

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$46.56

(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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

(Local #137)

STEAMFITTER

(Ratio of Apprentice to Journeyman: 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 Journeyman's rate

Steamfitter - Second Year

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate and Supplemental Rate Per Hour: 50% of Journeyman's rate.

Steamfitter - Third Year

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate and Supplemental Rate per Hour: 60% of Journeyman's rate.

Steamfitter - Fourth Year

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate and Supplemental Rate Per Hour: 70% of Journeyman's rate.

Steamfitter - Fifth Year

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate and Supplemental Rate Per Hour: 80% of Journeyman's rate.

(Local #638)

STEAMFITTER - REFRIGERATION & AIR CONDITIONER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Refrigeration & Air Conditioner (First Year)

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: \$21.71

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$13.75**

Refrigeration & Air Conditioner (Second Year)

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$26.21**

Supplemental Benefit Rate per Hour: **\$15.09**

Refrigeration & Air Conditioner (Third Year)

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$30.53**

Supplemental Benefit Rate per Hour: **\$16.49**

Refrigeration & Air Conditioner (Fourth Year)

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$36.87**

Supplemental Benefit Rate per Hour: **\$18.38**

(Local #638-B)

STONE MASON - SETTER

(Ratio Apprentice of Journeyman: 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 Journeyman's rate

Stone Mason - Setters - Second 750 Hours

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate Per Hour: 60% of Journeyman's rate

Supplemental Rate Per Hour: 50% of Journeyman's rate

Stone Mason - Setters - Third 750 Hours

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate Per Hour: 70% of Journeyman's rate

Supplemental Rate Per Hour: 50% of Journeyman's rate

Stone Mason - Setters - Fourth 750 Hours

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

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 - 6/30/2024
Wage Rate per Hour: **\$20.97**
Supplemental Benefit Rate per Hour: **\$14.25**

Drywall Taper - Second Year

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: **\$24.24**
Supplemental Benefit Rate per Hour: **\$21.26**

Drywall Taper - Third Year

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: **\$29.08**
Supplemental Benefit Rate per Hour: **\$23.01**

Drywall Taper - Fourth Year

Effective Period: 7/1/2023 - 6/30/2024
Wage Rate per Hour: **\$38.78**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$26.51**

(Local #1974)

TILE LAYER - SETTER

(Ratio of Apprentice to Journeyman: 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 Journeyman's rate

Tile Layer - Setter - Second 750 Hours

Effective Period: 7/1/2023 - 6/30/2024

Wage and Supplemental Rate Per Hour 40% of Journeyman's rate

Tile Layer - Setter - Third 750 Hours

Effective Period: 7/1/2023 - 6/30/2024

Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

Tile Layer - Setter - Fourth 750 Hours

Effective Period: 7/1/2023 - 6/30/2024

Wage and Supplemental Rate Per Hour: 55% of Journeyman's rate

Tile Layer - Setter - Fifth 750 Hours

Effective Period: 7/1/2023 - 6/30/2024

Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

Tile Layer - Setter - Sixth 750 Hours

Effective Period: 7/1/2023 - 6/30/2024

Wage and Supplemental Rate Per Hour: 65% of Journeyman's rate

Tile Layer - Setter - Seventh 750 Hours

Effective Period: 7/1/2023 - 6/30/2024

Wage and Supplemental Rate Per Hour: 70% of Journeyman's rate

Tile Layer - Setter - Eighth 750 Hours

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

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)



Leonard A. Mancusi
SENIOR ASSISTANT COMPTROLLER

THE CITY OF NEW YORK
OFFICE OF THE COMPTROLLER
1 CENTRE STREET ROOM 1120
NEW YORK, N.Y. 10007-2341

TELEPHONE: (212) 669-3622
FAX NUMBER: (212) 669-8499

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: WTM4SPRW

FOUR SPARROW MARSH TIDAL WETLAND MITIGATION

Together With All Work Incidental Thereto

BOROUGH OF THE BROOKLYN

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:
**THE DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

PREPARED BY:
HAZEN / AKRF

DATE PREPARED:
05/22/2023



VOLUME 3 OF 3

FOR FURNISHING ALL LABOR AND MATERIALS
NECESSARY AND REQUIRED FOR:

PROJECT ID: WTM4SPRW

**SCHEDULE A
SPECIFICATIONS AND
REVISIONS TO STANDARD
SPECIFICATIONS**

**FOUR SPARROW MARSH TIDAL WETLAND
MITIGATION**

TOGETHER WITH ALL WORK INCIDENTAL THERETO
**BOROUGH OF BROOKLYN
CITY OF NEW YORK**

VOLUME 3 OF 3

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S- PAGES	SPECIAL PROVISIONS
BMP – PAGES	WETLAND MITIGATION
PK – PAGES	PARKS
HAZ – PAGES	SPECIFICATIONS FOR HANDLING, TRANSPORTATION AND DISPOSAL OF NONHAZARDOUS AND POTENTIALLY HAZARDOUS CONTAMINATED MATERIALS

(NO TEXT ON THIS PAGE)

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 ConstructionOnline 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 SignalsFor 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**

<p align="center"><u>INFORMATION FOR BIDDERS SECTION 26 BID SECURITY</u></p> <p>The Contractor shall obtain a bid security in the amount indicated to the right.</p>	<p>Required provided the TOTAL BID PRICE set forth on the Bid Form is \$1,000,000. or more.</p> <p>Certified Check: 2% of Bid Amount or Bond: 10% of Bid Amount</p>
<p align="center"><u>INFORMATION FOR BIDDERS SECTION 26 PERFORMANCE AND PAYMENT BONDS</u></p> <p>The Contractor shall obtain performance and payment bonds in the amount indicated to the right.</p>	<p>Required for contracts in the amount of \$1,000,000 or more.</p> <p>Performance Security and Payment Security shall each be in an amount equal to 100% of the Contract Price.</p>
<p align="center"><u>INFORMATION FOR BIDDERS DEPARTMENT OF DESIGN AND CONSTRUCTION SAFETY REQUIREMENTS</u></p> <p>The Contractor shall provide the safety personnel as indicated to the right.</p>	<p><input checked="" type="checkbox"/> Project Safety Representative</p> <p><input type="checkbox"/> Dedicated, full-time Project Safety Manager</p>
<p align="center"><u>CONTRACT ARTICLE 14 DATE FOR SUBSTANTIAL COMPLETION</u></p> <p>The Contractor shall substantially complete the Work in the number of calendar days indicated to the right.</p>	<p>See Page SA-4</p>
<p align="center"><u>CONTRACT ARTICLE 15 LIQUIDATED DAMAGES</u></p> <p>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.</p>	<p><u>\$3250</u> for each consecutive calendar day over substantial completion time</p>
<p align="center"><u>CONTRACT ARTICLE 17. SUB-CONTRACTOR</u></p> <p>The Contractor shall not make subcontracts totaling an amount more than the percentage of the total Contract price indicated to the right.</p>	<p>Not to exceed <u>35</u> % of the Contract price</p>

<p style="text-align: center;"><u>CONTRACT ARTICLE 21.</u> <u>RETAINAGE</u></p> <p>The Commissioner shall deduct and retain until the substantial completion of the Work the percent value of the Work indicated to the right.</p>	<p style="text-align: center;"><u>5 %</u> of the value of the Work</p>
<p style="text-align: center;"><u>CONTRACT ARTICLE 22.</u> <u>(Per Directions Below)</u></p>	<p>See pages SA-5 through SA-12</p>
<p style="text-align: center;"><u>CONTRACT ARTICLE 24.</u> <u>DEPOSIT GUARANTEE</u></p> <p>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.</p>	<p>1% of Contract price</p>
<p style="text-align: center;"><u>CONTRACT ARTICLE 24.</u> <u>PERIOD OF GUARANTEE</u></p> <p>Periods of maintenance and guarantee other than the period set forth in Article 24.1 are indicated to the right.</p>	<p>A) Eighteen (18) Months; excluding Trees, Plants, Removal of Invasive Plants, and BMP Works</p> <p>B) Thirty-six (36) Months for Trees, Plants, Removal of Invasive Plants, and BMP Works.</p>
<p style="text-align: center;"><u>CONTRACT ARTICLE 75.</u> <u>COMPENSATION TO BE PAID TO CONTRACTOR</u></p> <p>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.</p>	<p>Amount for which the Contract was Awarded:</p> <p>_____ Dollars</p> <p>(\$ _____)</p>
<p style="text-align: center;"><u>CONTRACT ARTICLE 79.</u> <u>PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT</u></p>	<p>See M/WBE Utilization Plan in PASSPort</p>

<p style="text-align: center;"><u>STANDARD HIGHWAY SPECIFICATIONS</u> <u>SECTION 6.40</u> <u>LIQUIDATED DAMAGES FOR ENGINEER'S FIELD OFFICE</u></p> <p>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.</p>	<p>\$ <u>800.00</u> for each calendar day of deficiency</p>
<p style="text-align: center;"><u>STANDARD HIGHWAY SPECIFICATIONS</u> <u>SECTION 6.70</u> <u>LIQUIDATED DAMAGES FOR MAINTENANCE AND PROTECTION OF TRAFFIC</u></p>	<p>\$ <u>400.00</u> 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.</p> <p>\$ <u>800.00</u> for each and every hour of failing to open the entire width of roadway to traffic the morning following a night/weekend work operation.</p>
<p style="text-align: center;"><u>STANDARD HIGHWAY SPECIFICATIONS</u> <u>SECTION 7.13</u> <u>LIQUIDATED DAMAGES FOR MAINTENANCE OF SITE</u></p> <p>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.</p>	<p>\$ <u>650.00</u> for each calendar day, for each occurrence</p>

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 365 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
<p>■ Commercial General Liability Art. 22.1.1</p>	<p>The minimum limits shall be \$ <u>3,000,000</u> per occurrence and \$ <u>6,000,000</u> per project aggregate applicable to this Contract.</p> <p>Additional Insureds:</p> <ol style="list-style-type: none"> 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. New York City Economic Development Corporation.

<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Workers' Compensation Art. 22.1.2 <input checked="" type="checkbox"/> Disability Benefits Insurance Art. 22.1.2 <input checked="" type="checkbox"/> Employers' Liability Art. 22.1.2 <input type="checkbox"/> Jones Act Art. 22.1.3 <input type="checkbox"/> U.S. Longshoremen's and Harbor Workers Compensation Act Art. 22.1.3 	<p>Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction.</p> <p>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.</p> <p>Jones Act and U.S. Longshoremen's and Harbor Workers' Compensation Act: Statutory per U.S. Law.</p> <p><input type="checkbox"/> Additional Requirements:</p>
<ul style="list-style-type: none"> <input type="checkbox"/> Builders' Risk Art. 22.1.4 	<p><input type="checkbox"/> Required: 100% of total bid amount</p> <p><input type="checkbox"/> Required: 100 % of total bid amount for Item(s):</p> <p>Contractor the Named Insured; the City both an Additional Insured and one of the loss payees as its interests may appear.</p> <p>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.</p> <p>Note: Builders Risk Insurance may terminate upon Substantial Completion of the Work in its entirety.</p>

<input checked="" type="checkbox"/> Commercial Auto Liability Art. 22.1.5	<p>\$ <u>2,000,000</u> per accident combined single limit</p> <p>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</p> <p>Additional Insureds:</p>
<input type="checkbox"/> Contractors Pollution Liability Art. 22.1.6	<p>\$ <u>5,000,000</u> per occurrence \$ <u>5,000,000</u> aggregate</p> <p>Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____</p>
<input type="checkbox"/> Marine Protection and Indemnity Art. 22.1.7(a)	<p>\$ _____ each occurrence \$ _____ aggregate</p> <p>Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____</p>
<input type="checkbox"/> Hull and Machinery Insurance Art. 22.1.7(b)	<p>\$ _____ per occurrence \$ _____ aggregate</p> <p>Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____</p>

<p>[OTHER] Art. 22.1.8</p> <p>■ Professional Liability</p> <p>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.</p> <p>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.</p>	
<p>[OTHER] Art. 22.1.8</p> <p>■ Engineer's Field Office</p> <p>Section 6.40, Standard Highway Specifications</p>	<p>Fire insurance, extended coverage and vandalism, malicious mischief and burglary, and theft insurance coverage in the amount of <u>\$40,000</u></p>
<p>[OTHER] Art. 22.1.8</p> <p><input type="checkbox"/> The Following Additional Insurance Must Be Provided:</p> <p>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.</p>	

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.

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 must be sent through email to insurance@ddc.nyc.gov. Hard copy documents of the above requirement are no longer required.

(NO FURTHER TEXT ON THIS PAGE)

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*

The SB(s) are available online at:

<http://www1.nyc.gov/site/ddc/resources/specification-bulletins.page>

(NO FURTHER TEXT ON THIS PAGE)

NOTICE

UNLESS OTHERWISE NOTED, ALL SECTIONS, SUBSECTIONS, ARTICLES, OR SUBARTICLES AS REFERRED TO HEREIN WITHIN THESE NEW SECTION SPECIFICATIONS MUST 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.

(NO TEXT ON THIS PAGE)

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(NO TEXT ON THIS PAGE)

ITEM NO. 4.21 RS
RESTORATION SPECIALIST/CONSTRUCTION MONITOR - CUSTOM

4.21 RS.1 INTENT:

The Contractor will engage the services of a **RESTORATION SPECIALIST / CONSTRUCTION MONITOR - CUSTOM (RS/CM)** who will serve as an advisor to the Engineer. The Engineer will be in consultation with the NYC Department of Parks and Recreation Interagency Coordination (NYC Parks) at Interagency@parks.nyc.gov. The portions of work within this Contract pertaining to the construction of the tidal wetland mitigation and all other work in the project area that will require the supervisory expertise of the RS/CM.

4.21 RS.2 GENERAL DUTIES:

The RS/CM will supervise all restoration work performed by the Contractor and their Subcontractors for the duration of the project, in accordance with the plans, specifications and directions of the Engineer. The RS/CM will be responsible for overseeing the implementation of the project's Storm Water Pollution Prevention Plan (SWPPP) and the implementation of the project's Specifications.

In addition, the RS/CM will be responsible for adherence to all conditions of the permits issued by the NYS Department of Environmental Conservation and the US Army Corps of Engineers for the project, during construction and including the maintenance and guarantee period, as they relate to work in regulated tidal wetlands. They will serve as the Construction Monitor for all construction activities associated with the tidal wetland mitigation site. The RS/CM will be responsible for overseeing all installation of plant material, the administration of the three-year Maintenance and Guarantee Period for plant material.

The RS/CM will report to the Engineer. The selection of the RS/CM must be approved by NYC Parks and DDC. An on-site walk-through with the Engineer, the RS/CM and NYC Parks is required prior to the start of any work. The RS/CM will be responsible for overseeing the construction of the wetland mitigation sites, ensuring that all wetland permit conditions are met.

4.21 RS.3 QUALIFICATIONS:

The RS/CM, selected to perform the required work, must have at least five years previous experience in natural area restoration including at least three years of project experience in similar tidal wetland mitigation site construction work. The selected person also must have experience in completing the necessary submittals including, but not limited to regulating agency reports and project monitoring reports as required under this Contract. The RS/CM must be a Registered Landscape Architect, or a Restoration Practitioner certified by the Society for Restoration Ecology or a professional with the equivalent experience and knowledge. Prior to the start of work, the Contractor will be required to submit the names and resumes of at least three prospective candidates to DDC Construction and Program Management.

After reviewing the qualifications of the three candidates, DDC with NYC Parks will select the most suitable one or alternatively ask for more choices if they deem the three candidates to be not qualified.

4.21 RS.4 DESCRIPTION:

- A. SITE MONITORING OF EROSION CONTROL PLAN:** The RS/CM will monitor the Contractor's in-place erosion and sediment control devices, including, but not limited to, construction (limiting) fences, siltation fences, wildlife exclusion fence, erosion control mat, jute mesh, etc., and must notify the Contractor when maintenance or repair of these devices is necessary. The RS/CM must monitor related/adjacent construction to ensure that these activities do not adversely impact restoration activities or the success of the restoration work. The RS/CM must monitor the Contractor's in-place Turbidity Curtain, Silt Fence and Wildlife Exclusion Fence at least twice weekly on non-consecutive days AND after any significant rain event (defined as a ¾ inch downpour or 1.5 inches of rain in any 24-hour period). The need for repairs should be communicated to the Engineer immediately. Documentation of inspections must be provided to the Engineer on a weekly basis. While monitoring the Contractor's silt fence and wildlife exclusion fence in accordance with Specification Section 7.516 TURBIDITY CURTAIN, 7.504-A SILT FENCE, and Section 9.16 WLEF WILDLIFE EXCLUSION FENCE - CUSTOM. The RS/CM will monitor the erosion control mat in accordance with Specification Section PK-22 EC EROSION CONTROL MAT – CUSTOM.
- B. SUPERVISION OF ALL SITE RESTORATION WORK:** The RS/CM will supervise all aspects of the restoration of natural areas including soil testing, soil stripping and storage, soil placement, sand placement, excavation, grading, seeding, planting, erosion control, and invasive plant management. The RS/CM must supervise all aspects of the wetland and upland installation including vector, pest and wildlife control, sediment removal work, plant and sod salvage, and perimeter restoration work. The RS/CM must oversee all landscaping activities including installation of plant material related to the restoration of natural areas and the implementation of the tidal wetland mitigation site. The RS/CM will report to the Engineer and will address any concerns or issues that arise during Construction as directed by the Engineer.
- C. DESIGN REVIEW AND DESIGN CHANGES DURING CONSTRUCTION:** The RS/CM must prepare, design, and review design work as needed during construction. This work must include but not be limited to the following:
- 1) research and prepare design revision/modification drawings,
 - 2) research and prepare revisions/modifications to detailed specifications,
 - 3) prepare supplemental field sketches, and
 - 4) review and critique design modification drawings and supplemental drawings.

The RS/CM must undertake this work when directed by the Engineer, in consultation with NYC Parks.

The RS/CM will be responsible for interacting with the Engineer, who will bring to attention of the Engineer any changes to landscape designs that are under consideration after construction has started. The RS/CM must obtain approval from Engineer, who will be in consultation with NYC Parks, of those changes before they are implemented in the park. The RS/CM will supervise all aspects of the construction of the wetland mitigation site, working with the Engineer and NYC Parks, as well as regulatory agencies, to ensure full compliance with permit conditions. The Engineer will be responsible for communicating with the regulatory agencies about any changes in design during construction.

D. PHOTO DOCUMENTATION: The RS/CM will keep a digital photograph log of the tidal wetland mitigation sites. The photo log will follow the progress of the project, in a clear and understandable progression, and will incorporate before, in-progress and completed photographs of the tidal wetland mitigation. Fixed photo points will be used at each site to ensure that before and after photographs are taken from the same location and angle. The photo log will be utilized by DDC and DEP for required reports and any other purposes.

The RS/CM will use a digital camera with a minimum resolution of 4.1 megapixels for use during all phases of the project for photo-documentation purposes and include in monitoring reports. The RS/CM will then provide pictures after the mitigation or restoration is completed and pictures are to be provided in each monitoring report thereafter. The RS/CM will assemble the completed photo log onto CD's and into three sets of prints, to the Engineer for distribution of one each to DEP, NYC Parks and DDC Program Management.

E. MONITORING REPORTS: The RS/CM will prepare and submit a Monitoring Report to the Engineer, and NYC Parks, with distribution to DEP and DDC Construction and Program Management, following the completion of all planting and associated restoration activities at the tidal wetland mitigation sites. The RS/CM must continue to submit annual Monitoring Reports as required by the conditions of the New York State Department of Environmental Conservation (NYSDEC) permit(s) or U.S. Army Corps of Engineers (USACE) permit(s), or subsequent NYSDEC or USACE enforcement actions until the tidal wetland restoration areas and tidal wetland mitigation sites have achieved the plant survivorship required by the NYSDEC and USACE permit conditions. Six (6) copies of each report submittal will be required. The RS/CM is responsible for responding to any questions or comments from NYSDEC after the submittal of the monitoring reports.

The RS/CM will examine, monitor and report on the various components of the restoration and will incorporate color photographs, color photocopies, graphs, etc., as appropriate. All information will be reported in a concise format. The Monitoring Report will:

- a. report on all construction activities related to the construction of the natural area restoration wetland mitigation sites,
- b. report the conditions of the vegetation planted within this Contract,
- c. quantify survival and cover rates and compare to permit requirements,
- d. recommend replacement species,
- e. report observed impacts to existing vegetation,
- f. report success rates in controlling erosion and sedimentation,
- g. report voluntary plant recruitment,
- h. present recommendations,
- i. give general commentary for increasing the success of future restoration projects, and
- j. comply with all permit requirements for all work including the wetland mitigation sites.

The monitoring reports must comply with the New York State Salt Marsh Restoration and Monitoring Guidelines (Niedowski, 2000. New York State Department of State and Department of Environmental Conservation. 187 pgs.) and include the following components:

Post-Construction Monitoring Schedule

The restoration site will be walked by the Engineer, the RS/CM, the Contractor, and representatives of involved regulatory agencies (e.g. New York State Department of Environmental Conservation and United States Army Corps of Engineers, if requested or if required as a condition of the permit) approximately one month following completion of construction to assess compliance with submitted work plans. A determination will be made as to whether the any additional work is required to achieve compliance with submitted work plans. The Contractor be required to achieve compliance with the submitted work plans and permit conditions.

The RS/CM must monitor the tidal wetland mitigation sites annually for three growing seasons, following the completion of the landscaping activities, with the annual monitoring events occurring between mid-August and mid-September. Post-construction monitoring must also include the assessment of a Reference Site that will be selected by the Engineer, the RS/CM, and involved regulatory agencies. The annual monitoring of the restoration site and the Reference Site must comply with the protocol described below:

Monitoring Transects

In consultation with NYC Parks and the regulatory agencies, the RS/CM will establish five (5) monitoring transects within the project area of the tidal wetland mitigation site and the tidal wetland mitigation reference site. Transect locations will be permanently marked on the landward and seaward ends using wooden stakes clearly marked with designated transect number. During monitoring visits, a tape measure must be used to mark the transect line. Noteworthy features occurring along each transect line must be recorded relative to the distance marked on the tape measure at the point of occurrence. These notations must be made using the landward stake as the zero distance for these observations and for all transect monitoring activities.

Quadrat Sampling along each Transect

The RS/CM will sample a minimum of three (3) one-meter square quadrats per transect (each distinct habitat type within a transect must be sampled). Longer transects must have a greater number of quadrat sampling points to ensure adequate coverage of each habitat type. Quadrats must be placed semi-randomly within an area two meters on either side of the transect line. After placement, the quadrats must be oriented so one side is parallel to the transect line and the location of the upper and lower quadrat boundaries must be recorded with respect to the tape measure (e.g. upper boundary at 3 meters, lower boundary at 4 meters). The RS/CM must monitor the following parameters during the annual monitoring events at both the restoration site and the reference site:

- All plant species within each quadrat and the regional wetland indicator status of each species, if listed, in the report entitled “National List of Plant Species that occur in wetlands, Northeast (Region 1), published by the U.S. Fish and Wildlife Service,
- Percent areal coverage of vegetation within each quadrat,
- The number of flowering stems within a 0.25 square meter sub section of the quadrat,
- The plant height within a 0.25 square meter sub section of the quadrat,
 - Overall height of plant(s),
 - Height of flowering stems, and
- Signs of disease, pests, or other disturbance.

In addition, the RS/CM must walk each transect and record the distance on the tape measure at the transition between different vegetation zones.

Fixed-Point Photo Stations

The RS/CM must establish a total of five (5) fixed-point photo stations within the project area of the mitigation site with at least one photograph representing each habitat type. Color photographs at each of the stations must be taken facing the north, south, east, and west cardinal direction at each fixed-photo location. Photographs must be taken at low tide (avoiding spring and full moon periods) during the period between June 1 and August 15. Photographs must be labeled with the direction of view, date, time, and tidal stage.

Soil Properties

The RS/CM must collect two soil samples per monitoring transect: one in a low marsh quadrat and one in the high marsh quadrat. Two sediment cores per quadrat must be collected to a depth of 10 cm and composited for analysis. Soil organic matter must be measured by loss on combustion methodology at a certified laboratory. The salinity of the soil sample(s) must be analyzed in the laboratory prior to combustion of the soil samples in the laboratory as well.

Benthic Invertebrates

The RS/CM will make observations of benthic invertebrates in the low marsh and high marsh quadrats only. Typical species to be recorded include ribbed mussels, fiddler crabs and their burrows, mud snails, etc. Each species of benthic invertebrate must be noted and enumerated within each low marsh and high marsh quadrat during each of the annual monitoring events.

Macrofauna

The RS/CM will make observations for macrofauna once per month in June and August of each year during the monitoring period. Observations must be made from an obscured location on the landward side of the mitigation site. The observation site must be documented and assigned a location code. The monitor must observe and record observations for a 3- to 4-hour period surrounding mid-tide tidal elevation periods. The time of day, tidal stage, weather conditions, location code, and direction of view must be recorded on task specific observation sheets. The types of observations recorded must include but not be limited to:

- Foraging birds,
- Other salt marsh associated birds,
- Small mammals,
- Horseshoe crabs, and
- Terrapins.

Reference Site

A suitable Reference Site must be selected by the Engineer, RS/CM, and involved regulatory agencies for comparison to the project site. The Reference Site must be monitored annually during the same time period that the wetland mitigation site is monitored. The monitoring of the Reference Site must comply with the monitoring protocol described in this section above.

Contingency Inspections

The RS/CM will inspect the mitigation site and the Reference Site for damage should winter storms or other destructive events occur. The inspections must occur subsequent to such events and, at a minimum, occur once annually in late March/early April to ensure that damage is documented and plans for repair and debris removal are made at the earliest opportunity. If repair, debris removal, or other corrective action is necessary, photo monitoring as described above must be conducted during each contingency inspection.

Monitoring Report

The RS/CM will prepare an annual monitoring report for DDC to submit to the appropriate regulatory and involved agencies by **November 30th** of each monitoring year. Reporting must begin after the first post-construction growing season. The reports must include the data and photographs collected during the monitoring period along with a summary of the collected data and recommendations for future actions. The reports must also include vegetation cover maps, at a scale of one (1") inch equals one hundred (100') feet, or larger scale, outlining the extent (in acres) of each habitat type within the mitigation site based on the vegetation data collected from the monitoring transects during the corresponding monitoring event.

The RS/CM will submit the required annual monitoring reports to NYC Department Design and Construction Program Management Unit by November 30th of each monitoring year, who will submit to the appropriate regulatory and involved agencies by **December 31st** of each monitoring year: requirement of NYSDEC permits.

F. PERMIT COMPLIANCE: The RS/CM will act as the Construction Monitor as per the requirements of the NYSDEC and USACE permits, including the tidal wetland restoration locations and mitigation sites. The RS/CM must ensure all construction activities adhere to the requirements of the NYSDEC and USACE permits, as well as all other permits and approvals. The RS/CM will address any deviation after the construction of the mitigation and address all issues as directed by the Engineer.

G. AS-BUILT PLANS AND INFORMATION: The Contractor will be responsible for providing to the RS/CM an as-built survey of all restoration areas as an electronic file. The RS/CM must verify the Contractor's information and include landscape information and any other additional planting or natural features. As-built drawings will be subject to approval by the Engineer.

4.21 RS.5 MEASUREMENT AND PAYMENT:

The quantity to be measured for payment under this section **RESTORATION SPECIALIST / CONSTRUCTION MONITOR – CUSTOM** will be the time, measured in **PERSON HOURS**, necessary for the supervision of all restoration work within this Contract, site monitoring, design and diagram review, photo documentation, preparation of monitoring reports with photographic documentation, coordination regarding regulatory agencies, and completion of the as-built plans in accordance with the plans, specifications and direction of the Engineer, performed prior to the date of Substantial Completion.

Payment to the RS/CM for all required work, including work performed both during active construction and after the date of Substantial Completion through to the end of the three-year Maintenance and Guarantee Period for plant material, invasive plants control, and the NYSDEC-prescribed monitoring period, will be made during the period of active construction up to and including the date of Substantial Completion. There will be no transfer of contract monies during the Maintenance and Guarantee Period or the NYSDEC-prescribed Monitoring Period.

As the post-construction site monitoring, monitoring report preparation, and other related work must be undertaken and prepared during the three-year Maintenance and Guarantee Period and the NYSDEC-prescribed monitoring period, payment for this work will be made by the Contractor to the RS/CM prior to the Maintenance Guarantee Period and the monitoring period.

For supplying all labor, materials and equipment necessary for RS/CM, the Contractor will receive a unit price bid.

The contract price bid for the **RESTORATION SPECIALIST / CONSTRUCTION MONITOR – CUSTOM** will be a unit price per **PERSON HOUR** and will cover the cost of all labor, material, reports with photographic documentation, plants, camera, equipment, inspection, insurance, and incidentals necessary or required to complete the work, all in accordance with the Contract Drawings, the specifications and to the satisfaction of the Engineer, with NYC Parks.

No separate or additional payment will be made for work performed in accordance with the requirements of this section during the three-year Maintenance and Guarantee Period specified for the Landscaping work or during the NYSDEC-prescribed Monitoring Period. In addition, said work will be considered a part of the Maintenance and Guarantee and subject to the provisions thereof should the Contractor fail to complete this work as specified.

Payment will be made under:

Item No.	Item	Pay Unit
4.21 RS	RESTORATION SPECIALIST/CONSTRUCTION MONITOR – CUSTOM	PERSON-HOUR (P/Hr)

The Section below supersedes and replaces Section 6.40 of NYC DOTStandard 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 70° F. ±5°.
- (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 accurate 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 Rechargeable 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 shall 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:10B: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
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

SPECIFIC REQUIREMENTS	FIELD OFFICE TYPE						
	A	B	C	CU	D	DC	DU
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 removed 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 $(DBH \times 1.5 \text{ ft} = \text{Radius})$. 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 guarantees 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 9.16 WLEF
WILDLIFE EXCLUSION FENCE - CUSTOM**

9.16 WLEF.1. DESCRIPTION:

The Contractor will furnish all materials, labor, equipment and incidentals necessary to construct the **WILDLIFE EXCLUSION FENCE - CUSTOM**, which provides a directional control barrier for small vertebrates from construction sites or road surfaces, comprised of a Wildlife Exclusion E-Fence as specified herein and in accordance with the plans, specifications, and as directed by the Engineer with the project Restoration Specialist – Construction Monitor (RSCM) and NYC Department Parks and Recreation Interagency Coordination (NYC Park) at Interagency@parks.nyc.gov.

The Wildlife Exclusion Fence must be furnished and installed prior to commencing any work on-site. Once fence is installed, the Contractor will notify the Engineer and arrange for an on-site inspection.

The Contractor will remove the Wildlife Exclusion Fence only upon approval and by direction of the Engineer with NYC Parks.

9.16 WLEF.2. MATERIALS:

(D) GENERAL: The construction site Wildlife Exclusion Fence fabric must be securely attached to the vertical support fence line posts and the support fence fabric or line posts as shown on the Contract Details. The fence fabric is to be attached to the non-construction side of the support fence surrounding the area to be excluded of wildlife.

(E) BARRIER MATERIALS & STRUCTURE: furnish Wildlife Exclusion E-Fence manufactured from non-biodegradable materials which are UV and dimensionally stable for up to 10 years. The system must:

- 1) comprise a monolithic rigid polymer matrix.
- 2) comprise a monolithic rigid polymer matrix.
- 3) be thermally extruded into an apertured sheet with rigid and thermally bond strands.
- 4) be made from virgin or recycled HDPE (high density polyethylene) feedstock which has a readily available recycle stream.
- 5) have greater than 50% open Area (POA) to prevent the following: undermining from stormwater runoff, chaotic, turbulent wind flows that can pose a desiccating threat to moisture sensitive animals and knockdown damage from wind and stormwater runoff.
- 6) be durable, to achieve negligible maintenance or so that it can be reused on several projects.
- 7) be recyclable at the end of life – zero waste.

The Wildlife Exclusion Fence fabric is to be purchased and delivered in a continuous roll and cut on-site to the length of the barrier(s) to avoid the use of joints. Dimensions of the roll must be a minimum forty-eight (6) inches by one hundred (100) feet in length. Where joints are necessary, the fence fabric must be spliced together only at a line post with a minimum 3-foot overlap and securely sealed. The Wildlife Exclusion Fence will be E-FENCE fabric as manufactured by Ertec Environmental Systems, 1150 Ballena Blvd. Suite 250, Alameda, CA 94501, Tru Supply, 93 Hunt Drive, Jericho, NY 11753, or by Core & Main, 650 Sheafe Rd, Poughkeepsie, NY 12601, or an approved equivalent.

E-Fence must conform to the requirements listed in Table 1 below:

Table 1 Wildlife Exclusion E- Fence Material Property Requirements

Specification	Design Focus	Material Requirements HDPE or Recycled HDPE
Fabric Width	Specific Animal, Sediment Control, High Visibility Safety	48"
Roll Length (for 48" widths) (LF)	Minimize joints	100
Strand Deformation – 0.375" sphere pull-through at 68°F (lbs) (minimum)	Intrusion resistance, entrapment resistance	38
Distance between strands (in) (maximum)	Intrusion resistance, entrapment resistance	0.185
Strand thickness (in) (maximum)	Intrusion resistance, entrapment resistance	0.10
Distance between strand centers (in) (maximum)	Intrusion resistance, entrapment resistance	0.25
Mass per Unit Weight range (lbs/ft ²)	Installation ease	0.16 to 0.19
Tensile Strength – machine direction ASTM D4595 (lbs) (minimum)	Dimensional Stability	400
Tensile Strength – transverse direction ASTM D4595 (lbs) (minimum)	Dimensional Stability	325
Aperture Size – Cylinder PASS (dimensional range within which a cylinder will pass thru) (in)	Allow wind & water passage, prevent chaotic/turbulent wind flows which pose desiccation threat	0.141 - 0.156
Aperture Size – Cylinder NO PASS (smallest dimension that will not pass) (in)	Confine juvenile vertebrates	0.212
Ultraviolet stability - percent tensile strength retained ASTM D 4355	Long term property retention	96%
Thickness ASTM 5199 minimum (in)	Deformation and intrusion resistance	0.115
Life in application minimum (yrs) Black / Orange	Durability, Reusability	10 / 5
Friction Coefficient (published base polymer data)	Climbing resistance, Resist accumulation of organic materials	<0.3
Shore Hardness (base polymer data) at 68°F	Burrowing resistance	95
CBR Puncture strength ASTM D 6241 nominal (lbs)	Burrowing resistance, Intrusion resistance	237
Flow Rate ASTM D 4491 minimum gal/min/ft ²	Washout prevention	650
Percent Open Area (ASTM D 6767) (min)	Washout prevention, Protection from chaotic/turbulent wind flows which pose desiccation threat	50%
Low Temperature Brittleness (published base polymer data) ASTM D 746 (°F)	Extreme cold weather durability	-106
Operating Temp (base polymer data) range (°F)	All weather durability, Property retention	-30 to 160
Separation of stand planes (distance) (in - nominal)	Climbing resistance	0.02 - 0.04
Angle of strands (°)	Climbing resistance	70 to 80

(F) ACCESSORIES: All accessories must comply with the following requirements:

- 1) The Wildlife Exclusion Fence fabric and sediment control backing color must be high visibility orange.
- 2) A sediment control fabric must be installed in the same trench of the Wildlife Exclusion Fence for the down-stream areas of the project as shown on the Contract Drawings. The sediment control fabric must be attached to the fence posts and Wildlife Exclusion Fence fabric as shown on the Contract Drawing. The filter fabric for sediment control must conform to the requirements listed in Table 2.

Table 2 E-Fence Sediment Control Barrier Properties

	Test Method	Units	Minimum Average Roll Value	
			MD	CD
Filter Fabric				
Wide Width Tensile Strength	ASTM D 4595	lbs/ft	2400	1680
Grab Tensile Strength	ASTM D 4632	lbs	365	200
Grab Tensile Elongation	ASTM D 4632	%	24	10
Trapezoid Tear Strength	ASTM D4533	lbs	115	75
Mullen Burst Strength	ASTM D 3786	psi	450	
Puncture Strength	ASTM D 4833	lbs	90	
Apparent Opening Size (AOS)	ASTM D 4751	mm (US Sieve)	40	
Percent Open Area	COE-22125-86	%	10	
Permittivity	ASTM D 4491	sec ⁻¹	2.1	
Permeability	ASTM D 4491	cm/sec	0.14	
Flow Rate	ASTM D 4491	Gal/min/ft ²	145	
UV Resistance (at 500 hrs)	ASTM D 4355	% strength retained	90	
Mass/Unit Area	ASTM D 5261	oz/yd ²	5.6	
Thickness	ASTM D 5199	(mils)	28	
Barrier Height			See installation details	
Roll Lengths		LF	150	
Polymer Matrix Backing to Sediment Control Filter	See Table 1			

- 3) Climber Barrier Brackets 5" to hold climber barrier in place.
- 4) 14-gauge galvanized guide wire with guide wire crimps. Required on free-standing fence (on line-posts).
- 5) Line Posts (T-Posts): reusable metal T-Posts (5.0' long (min), 0.95 lbs/ft (min)). Post should be spaced on 10' centers.

9.16 WLEF.3. METHODS:

The Contractor will install the Wildlife Exclusion Fencing prior to any ground disturbance activities, including clearing and grubbing.

Soils must be carefully compacted against both sides of the fence for its entire length to prevent animals from passing under the fence. If trenching is not possible due to soil conditions (e.g., rocks, tree roots), then sand bags or other anchors may be used with approval from the Engineer with RSCM and NYC Parks.

The Contractor will install the Wildlife Exclusion Fence fabric with ten-foot turnarounds at the ends and at any access openings needed in the fencing, in order to redirect animals away from opening. Access openings must be tightly secured with hay bales when construction-related activities are not occurring.

Wildlife Exclusion Fence fabric to be 48 inches minimum width; installed with a minimum 6 inches vertical and 4 inches extended horizontally within a trench below soil grade, and a minimum 36 inches exposed vertically above the ground with an additional 5 inches angled Climber Barrier along the top. The trench must be excavated to accommodate 6 inches deep and 4 inches wide fence fabric along the line of posts and on the non-construction outside of the attachment fence. The fence fabric extending into the trench will be backfilled and the soil compacted over the filter fabric.

The Wildlife Exclusion Fence fabric are to be attached to the project supporting fence posts (at 6-foot on center) and to the project supporting fence fabric with 11" Plastic Ties. Attach the fence fabric with (3) three ties to each supporting fence post and three ties to the support fence fabric midway between the supporting fence posts in a vertical line. The ties are to be attached as follows: one just below the angled wildlife exclusion fence fabric Climber Barrier crease, one at mid-height of the fabric and one lower tie above the ground surface. The 11" Plastic Ties can secure both Wildlife Exclusion Fence fabric and the sediment control fabric (where applicable) to the support fence posts and fabric per the drawing Detail.

Clip Climber Barrier Brackets to ensure an angled (5) five inches wildlife exclusion fence fabric angled barrier along the entire top of vertical wildlife exclusion fence fabric. Install brackets per manufacturer's recommendations.

Wildlife Exclusion Fence Exclusionary Gate Panel must be attached, where applicable, to the construction limit fence gates to provide a seal around the entrances along with a ground sweep to allow opening and closing of the gates. Exclusionary Gate Panels must fit to the width of the construction limit fence gates per manufacturer's recommendations.

9.16 WLEF.4. SUBMITTALS:

- (A) SUBMITTALS: All submittals must be submitted in accordance with the requirements of the contract. The Contractor must submit the following for the Engineer's review and approval prior to purchase:
- 1) **Manufacturer's Data**: The Contractor must submit manufacturer's data with sufficient detail to demonstrate compliance with the requirements of this specification.
 - 2) **Samples**: The Contractor must furnish three 8" x 8" fabric samples of the Wildlife Exclusion E-Fence fabric and sediment control fabric, and three samples of the Wildlife Exclusion Fence Climber Barrier clips for use in the work for approval by the Engineer's and NYC Parks. Fabric

label to include the manufacturer’s product name and the type of fabric.

- 3) Certification: Provide the manufacturer’s certificate stating the name, product name, style number, chemical composition and other pertinent information to fully describe the product.
- 4) Manufacturer’s installation guidelines.
- 5) Material Safety Data Sheet for active ingredients.

9.16 WLEF.5. MAINTENANCE:

The Contractor will inspect and maintain the Wildlife Exclusion Fence daily throughout the species’ entire active period (March 16 through November 30). During the inactive period (December 1 through March 15) the Contractor will inspect and maintain the Wildlife Exclusion Fence every two weeks, or as directed by the Engineer. Any required repairs must be made immediately by the Contractor. If the fabric decomposes or becomes ineffective prior to the end of the expected usable life while the barrier is still necessary, the fabric will be replaced promptly.

The Contractor will repair split or torn segments of fence with zip-ties or 16-gauge galvanized wire ties or replace damaged fence portions. Rills, gullies, and other evidence of concentrated runoff which has undercut the fence integrity must be corrected. Locations needing repair must be repaired or replaced immediately after identifying the deficiency and informing the Engineer.

Vegetation can enable wildlife to crawl over the exclusion fence Climber Barrier, negating the fence wildlife exclusion benefits. The Contractor will contain vegetation by weekly mowing of a 3-foot-wide swath between March 16th and November 30th adjacent to the outer non-construction side of the Wildlife Exclusion Fence. Mowing shall only be for herbaceous material and woody vegetation shall be carefully preserved by the Contractor.

9.16 WLEF.6. METHOD OF MEASUREMENTS:

The quantity to be measured for payment under this section will be the total number of **LINEAR FEET** of **WILDLIFE EXCLUSION FENCE – CUSTOM** installed and maintained in accordance with the plans, specifications, and directions of the Engineer. Each linear foot of Wildlife Exclusion Fence is to be comprised of the following four elements: E-Fence Wildlife Exclusion Fence Fabric, Sediment Control Fabric, Line Posts, Fence Attachment Clips, Climber Barrier Brackets and Exclusionary Double- and Single-Swing Gate Panels.

9.16 WLEF.5. METHOD OF PAYMENTS:

The price bid will be calculated based upon the unit price per **LINEAR FEET**. The price bid will constitute full compensation for all labor, materials, equipment, and incidentals necessary to complete the work, including but not limited to the furnishing of all samples and tests as required, in accordance with the plans and specifications and to the satisfaction of the Engineer.

Payment will be made under:

Item No.	Item Description	Pay Unit
9.16 WLEF	WILDLIFE EXCLUSION FENCE - CUSTOM	L.F.

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: $\text{Price Adjustment} = (\text{Quantity of Fuel}) \times (\text{Monthly Average Posted Price} - \text{Fuel Index Price} - \$0.10)$
2. When price decreases: $\text{Price Adjustment} = (\text{Quantity of Fuel}) \times (\text{Monthly Average Posted Price} - \text{Fuel Index Price} + \$0.10)$

(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.)
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

(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:

$$\text{Percentage Change} = \left(\frac{MI - BI}{BI} \right) \times 100$$

(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.

S - PAGES

GENERAL AND SPECIAL PROVISIONS:

- (A) GENERAL PROVISIONS
 - (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 APPLY TO THE WORK AND ARE PART OF THE CONTRACT DOCUMENTS.

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(NO TEXT)

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(NO TEXT)

(C) SEWER & WATER MAIN PROJECT SPECIFIC PROVISIONS

(NO TEXT)

(D) GREEN INFRASTRUCTURE PROVISIONS

(NO TEXT)

(NO TEXT ON THIS PAGE)

(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_JFkdrtd_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 contractor 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 Bjorn Seedan or James Celentano, New York City Department of Transportation at (212) 839-3790.

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 exist 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

(NO TEXT)

(C) SEWER & WATER MAIN PROJECT SPECIFIC PROVISIONS

(NO TEXT)

(D) GREEN INFRASTRUCTURE PROVISIONS

(NO TEXT)

BMP - PAGES**SPECIFICATIONS FOR CONSTRUCTION OF
BEST MANAGEMENT PRACTICE (BMP) AND
MITIGATION AREA**

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.

(NO TEXT)

CONSTRUCTION OF TIDAL WETLAND MITIGATION
SITE IN FOUR SPARROW MARSH
BROOKLYN, NY

SPECIFICATIONS FOR

CONTRACT WTM4SPRW

SPECIFICATIONS FOR SEDIMENT AND EROSION CONTROL,
GRADING AND EARTHWORK, AND LANDSCAPING FOR TIDAL
WETLAND MITIGATION AREA

February 2023

Prepared for the NYC Department of Design and Construction

By Hazen and Sawyer, D.P.C./AKRF Engineering, P.C.
A Joint Venture

DIVISION VII - DETAILED SPECIFICATIONS –
CONTRACT WTM4SPRW

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OUTFALL CONSTRUCTION
DIVISION VII

SPECIFIC PROVISIONS

7.01 LOCATION OF WORK

Work under this Contract is to be performed within Four Sparrow Marsh in Brooklyn, New York. The site is located between Flatbush Avenue and Mill Basin north of the Flatbush Avenue and Belt Parkway interchange. The site is on property owned by the New York City Department of Small Business Services and managed by the New York City Department of Parks and Recreation.

7.02 WORK INCLUDED

The work under this Contract includes the clearing, grading, and landscaping of a tidal wetland mitigation site, as per the Contract drawings under Capital Project WTM4SPRW. The following descriptions of work included under this Contract are general descriptions only and shall not be construed as a complete description of the work to be performed.

A. The principal items of work include:

1. Wetland Creation

Wetland creation work entails excavation of fill and backfill with clean sand to the grades shown in the Contract drawings. This item also includes grading, wetland landscaping and upland landscaping as shown on the Contract Documents. The mitigation site shall be landscaped as directed by the Restoration Specialist and approved by the Engineer. Cleared and regraded areas will be replanted with native plantings, and the site layout has been designed to minimize the disturbance to the existing tidal wetland areas. A goose exclusion fence and debris exclusion fence will be installed.

2. Erosion and Sediment Control Plans

This shall entail the erosion and sediment control measures during the construction of the wetland mitigation site. Specifications and plans for this work are included in this document.

3. Site Restoration

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The entire Project site will be restored upon project completion as per the Contract Drawings. Specifications and plans for this work are included in this document and elsewhere in these Contract Documents.

4. Site Monitoring and Maintenance

This shall include the monitoring and maintenance of the tidal wetland mitigation site for the period of time and level of success specified in the Contract documents and state/federal permit authorization documents. This work includes adaptive management practices to be directed by the Restoration Specialist, including but not limited to replanting, regrading, fill, wrack, and debris removal, invasive species management, watering, and weeding.

B. Involved Agencies and Firms

Before bidding, the contractor shall become familiar with the following involved agencies and firms and their respective responsibilities in the project:

1. New York City Department of Design and Construction (NYCDDC)

The NYCDDC will administer and inspect the Contractor's work with regard to all aspects of the Contract, including managing the overall project schedule, sequencing of the project and construction. The NYCDDC will handle permit compliance in relation to construction. Whenever reference is made in these specifications to "the Engineer", it means the Resident Engineer on site, hired by NYCDDC.

2. New York City Department of Parks and Recreation (NYC Parks)

This City agency manages the property on which the construction will take place. The Contractor will coordinate with NYC Parks through all phases of construction and will obtain the necessary approvals from NYC Parks before commencing construction.

3. New York State Department of Environmental Conservation (NYSDEC)

This State Agency has issued a tidal wetland permit authorizing work in regulated areas to be performed under this Contract. This Agency has the regulatory authority to inspect the work site in order to ensure that permit requirements are not violated.

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4. United States Army Corp of Engineers

This Federal Agency issues permits for all work within Federal jurisdiction wetlands. This agency has the regulatory authority to inspect the work site in order to ensure that permit requirements are not violated.

5. Restoration Specialist (Construction Monitor)

The Restoration Specialist shall be retained by the Contractor. The Restoration Specialist shall supervise all restoration work performed by the Contractor and his/her Subcontractors for the duration of the project, in accordance with the plans, specifications and directions of the Engineer. The individual or firm filling this position will be responsible for oversight of construction. This individual or firm will be familiar with the tidal wetland mitigation plan and erosion and sediment control plan for the entire site and oversee all work in wetland areas and ensuring that the work adheres to permit requirements. The Restoration Specialist is responsible for compliance with the permit as it relates to construction. The exact powers of the Restoration Specialist (Construction Monitor) are stipulated in the wetland permit.

C. Qualifications of Contractor/Subcontractor

1. The Contractor or its proposed subcontractor shall have performed at least three (3) projects similar in scope and type within the last five years that involved the restoration and/or creation of coastal wetland systems.

To support the Contractor's contention that the Contractor or its proposed subcontractor is qualified to perform work involving the creation or restoration of coastal wetlands, the Contractor must provide the following information in a Statement of Qualifications within three (3) days upon request by the City.

Provide specific details on projects (i.e., location, size, cost, client, plant species, time of planting, etc.). Provide client contact person's name and telephone number. Describe any problems encountered during construction and corrective action taken to remedy the problem. Describe any violations issued by NYSDEC or any other regulatory agency and how violations were resolved. Enclose copies of applicable wetland permits. Provide chronological photos recording the progress of the restoration and/or creation efforts,

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including preconstruction through completion. Include any required sign-offs from client and provide a list of all plants replaced on site.

2. The Contractor shall have performed at least three (3) contracts that involved the installation and maintenance of soil erosion and sediment control devices during construction of a project.

To support the Contractor's contention that he/she is qualified, the Contractor shall be able to provide the following information in a Statement of Qualifications, as detailed in the paragraph below.

Provide specific details on the projects (i.e., location, size cost, client, etc.). Provide client contact person's name and telephone number. Describe regulatory requirements of the erosion control devices. Describe any problems encountered during construction and operation of the devices. Discuss corrective actions taken to remedy the problem. Describe any violations issued by NYSDEC or any other regulatory agency and how violations were resolved. Provide chronological photos recording the progress of construction and operation of the erosion control devices, including all stages of construction and restoration after construction.

Within three (3) days upon request by the City the Contractor shall identify a Certified Professional in Erosion and Sediment Control who will be responsible for implementation of this aspect of the project. The Contractor shall also provide a copy of the certification for the person so identified.

3. The Contractor must be able to complete and submit to NYCDCC the Statement of Qualifications described in this Section within three (3) calendar days after requested to do so by NYCDCC.

7.03

INSPECTION BEFORE BIDDING AND MANDATORY PRE-BID
CONFERENCE

Before bidding the Contractor shall visit the site of the work. The Contractor shall obtain all necessary information and make his own determinations of any and all conditions which may affect in any way the performance of his work and his bid prices under these Contracts. All pertinent data and dimensions with regard to existing construction shall be verified by the Contractor.

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Access to the site for inspection purposes prior to bidding is on a continual basis, since the site is a public property.

All bidders are required to attend a mandatory pre-bid conference, if one should be scheduled. Exact time and place meeting place is to be announced later.

7.04 STANDARD SEWER AND WATER MAIN SPECIFICATIONS

B. Roadway Repair and Resurfacing

Unless otherwise specified, all work, materials, and equipment must conform to the applicable sections of the New York City Department of Transportation (NYCDOT) Standard Highway Specifications, May 2022, or latest edition.

C. Sewer Work

Unless otherwise specified, all work, materials, and equipment must conform to the applicable sections of the New York City Department of Environmental Protection Bureau of Water and Sewer Operations Standard Sewer and Water Main Specifications, August 2022, or latest edition (NYCDEP Standard Sewer and Water Main Specifications).

7.05 INSPECTION BY THE CITY, STATE AND FEDERAL GOVERNMENT

NO TEXT ON THIS SECTION

7.06 EXISTING UTILITIES

NO TEXT ON THIS SECTION

7.07 PERMITS REQUIRED

The Contractor is advised that NYCDDC has obtained a permit with the New York State Department of Environmental Conservation (NYSDEC) and has submitted a Pre-construction Notification to the United States Army Corps of Engineers (USACE). In addition, Coastal Consistency Concurrence and Waterfront Revitalization Plan Approval requests have been submitted to the New York State Department of State (NYSDOS) and the New York City Department of City Planning, respectively. No work shall commence until the above-mentioned permits and approvals have been obtained for this project. As several applications are being processed,

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it shall be the Contractor's responsibility to obtain and update the said permit.

The Contractor shall also become familiar with the following permits approvals which will be obtained by NYCDDC:

- New York State Department of Environmental Conservation – Excavation and Fill in Navigable Waters;
- New York State Department of Environmental Conservation – 401 Water Quality Certification;
- New York State Department of Environmental Conservation – Tidal Wetlands;
- U.S. Army Corps of Engineers Nationwide Permit 27 – Aquatic Habitat Restoration, Establishment, and Enhancement Activities;
- U.S. Army Corps of Engineers Nationwide Permit 33 – Temporary Construction, Access, and Dewatering;
- New York State Department of State - Coastal Consistency Concurrence;
- New York City Planning Commission Waterfront Revitalization (Coastal Zone) Consistency Determination.

The Contractor shall obtain all necessary permits as outlined in NYCDOT Standard Specifications, Section 1.06.23.

The Contractor is responsible for performing all work in compliance with all permit requirements. No separate or additional payment shall be made to the Contractor for complying with the above requirements and obtaining and updating of said permits. The cost of such work shall be deemed included in the prices bid for all contract items of work.

7.08 LAND FOR CONTRACTOR'S USE

NO TEXT ON THIS SECTION

7.09 LICENSED SURVEYOR FOR ENGINEER'S USE

A. Work Included

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The Contractor must engage the services of a New York State licensed surveyor as approved by the Engineer and reporting directly to the Engineer to make such surveys, as-builts, soundings, cross sections or other measurements as may be required by the Engineer for construction. Surveying services included in the item are for the sole use of the Engineer. The surveyor may be used by the Engineer to verify grades, but surveying services needed for activities not related to headwalls, outlet stilling basin and/or streambank stabilization construction is the responsibility of the Contractor and is not provided under this item.

B. Measurement and Payment

The Contractor for this Contract must include in its total bid a per diem cost for the services performed by the Licensed Surveyor. This cost must be shown on the Bid Schedule of Prices as Item No. BMP-7.09.

Measurement for payment must be on a per diem basis. One day must consist of any eight (8) hour time period from 7:00 AM to 6:00 PM Monday through Friday plus travel time, not including holidays. The per diem rate must include the services of a three-person surveying crew and personnel required for delivering the survey in the formats described in section 7.09.C. The Engineer must be present during the progress of Work and the Engineer must deem as to whether a full eight-hour period had been employed in completing the Work, and as to whether the Contractor has utilized its crew at the productivity output required to complete the Work as anticipated. The surveyor will submit invoices to the Engineer, which will be forwarded to the Contractor for prompt payment. Payments must be made for invoiced costs only, with no payment for overhead and profit.

C. Submittals

The survey drawing must be provided in an AutoDesk (AutoCAD) drawing file (.dwg), portable document format (pdf) and two (2) hard copies of signed and sealed survey drawings by a New York State licensed Professional Land Surveyor including the name and license number of the surveyor, the name and address of the survey firm, date of survey, and datum referenced.

7.10 CONSTRUCTION - SPECIAL REQUIREMENTS

NO TEXT ON THIS SECTION

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7.300 EARTHWORK AND GRADING - WORK INCLUDED

Under earthwork and grading, the Contractor must provide all labor, material, tools and equipment necessary to complete the execution of the work in complete accordance with the Specifications and all Contract Drawings. The work must include items of work specified under the following sections.

<u>Section Number</u>	<u>Title</u>
7.302	Clearing, Grubbing and Removals
7.303	Temporary Wood Tree Guards
7.304	Excavation
7.306	Tree Removal and Disposal
7.307-A	Grading
7.310	Plant and Sod Salvage
7.317	Soil Sampling and Disposal

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7.301 DEBRIS REMOVAL AND DISPOSAL

NO TEXT ON THIS PAGE

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7.302 CLEARING, GRUBBING AND REMOVALS

Clearing, grubbing, and removals must conform to the requirements of the NYCDOT Standard Highway Specifications Section 6.01.

Measurement and payment for clearing, grubbing, and removals must be in accordance with Item number 6.01AC of the NYCDOT Standard Highway Specifications.

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7.303 TEMPORARY WOODEN TREE GUARDS

Temporary wooden tree guards must conform to the requirements of the Section PK-22G and the details on the Contract Drawings.

Measurement and payment for temporary wooden tree guards must be in accordance with Section PK-22G Temporary Wooden Tree Guards.

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7.304 EXCAVATION

A. Description of Work

The Contractor must furnish all labor, materials, equipment and services necessary to perform all excavation as indicated on the Contract Drawings and as specified herein.

B. General Requirements

1. General Specifications - Except as modified and supplemented hereinafter in the Detailed Specifications, work performed under this Section must conform to the NYCDEP Standard Sewer and Water Main Specifications.
2. Shop Drawings - The Contractor must submit to the Engineer for approval shop drawings and other documentation required to show conformance with the requirements set forth on the Contract Drawings and these Specifications. Shop drawings must include, but not be limited to, the requirements for shop drawings as specified in Standard Sewer and Water Main Specifications.

C. Excavation

1. General Information –The Contractor must excavate all materials to the established lines and grades for the construction of all facilities included in this Contract, or as shown and specified, in accordance with the requirements of NYCDEP Standard Sewer Construction Specifications, except as otherwise specified herein. Excavation must include removing boulders of size less than one-half cubic yard. Excavation must also include the removal of existing buried pipelines, the plugging of those remaining sections of the pipelines and the plugging of all existing buried pipelines to be abandoned but not removed.

The limits of excavation shown on the drawings are the payline and indicate the extent of work to be performed by the Contractor. The Contractor must furnish and install any temporary side slope supports, bracing, and sheet piling required performing the excavation to the levels and surfaces indicated.

2. Excavated Materials - The Contractor must dispose off site all excess and unsuitable materials. Boulders and stones deemed suitable for reuse must be stockpiled on-site at a location determined by the Engineer.

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3. Hazardous and Non-Hazardous Waste – Prior to starting the work, the contractor must perform soil sampling in accordance with Hazardous Materials Items 8.01 C2 Sampling & Testing of Contaminated/Potentially Hazardous Soil for Disposal Parameters.
4. Care of Water - Prior to starting the work, the Contractor must submit to the Engineer for approval, a detailed description of the method he proposes to use to care for water during construction, including a coordinated sequence of operation for the entire project. Approval by the Engineer will not relieve the Contractor of his responsibility for the safety of the work, existing structures and adjacent property.
5. Stockpiling - Topsoil that has been excavated and approved for use on-site is to be stockpiled separate from subsoil. Topsoil must be excavated to a depth of 18" or as directed by the Engineer. Location of stockpiling must be approved by the site Engineer. If the Engineer deems necessary, subsoils must be separated and stockpiled according to soil horizons.

D. Measurement and Payment

The quantity to be measured for payment under the pay item Excavation must be the total number of cubic yards, measured in containers and vehicles, and the quantity to be paid for will be 75% of the yardage determined by such measurements.

The contract price per cubic yard of material excavated and disposed of off-site must be indicated on the BID SCHEDULE OF PRICES Items No. BMP-7.304-A. The bid price must constitute full compensation for all labor, materials, equipment and work incidental thereto, necessary to complete the work in accordance with the plans and specifications to the satisfaction of the Engineer.

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7.305 CRUSHED STONE

NO TEXT ON THIS PAGE

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7.306 TREE REMOVAL AND DISPOSAL

Tree removal and disposal must conform to the requirements of the NYCDOT Standard Highway Specifications Section 4.16.

Measurement and payment for tree removal and disposal must be in accordance with Item numbers 4.16 AA and 4.16 AB of the NYCDOT Standard Highway Specifications.

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7.307-A GRADING

A. Description of Work

The Contractor shall furnish all labor, materials, equipment and services necessary to perform all grading as indicated on the Contract Drawings and as specified herein.

B. General Requirements

1. General Specifications - Except as modified and supplemented hereinafter in the Detailed Specifications, work performed under this Section shall conform to the NYCDEP Standard Sewer Specifications.
2. Shop Drawings - The Contractor shall submit to the Engineer for approval shop drawings and other documentation required to show conformance with the requirements set forth on the Contract Drawings and these Specifications. Shop drawings shall include, but not be limited to, the requirements for shop drawings as specified in Standard Sewer Specifications.

C. Grading – The Contractor shall perform filling, compacting, and grading of the indicated areas of site, including minor cutting and filling high and low areas, and leveling such areas to elevations and within limits shown on the Contract Drawings.

D. Compaction

1. Landscaped Areas – Compaction shall not be done in landscaped areas or areas to be landscaped as part of this Contract.
2. Other Areas – Each layer of fill or backfill shall be compacted by a minimum of four complete passes with an approved tamping roller, pneumatic-tired roller, three-wheel power roller, or other approved compaction requirement. Compaction shall not be less than 95 percent of the maximum density modified proctor as determined by ASTM D1557, Method D.
3. Field Control – Sufficient in place density tests shall be performed by the Contractor in order to satisfy the Engineer that the specified density is being obtained. These tests shall be made at no cost to the City and shall be made using the calibrated sand cone method (ASTM D1556) or other method as determined by the Engineer.

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E. Finished Excavation, Fills, and Embankments – All areas covered by the project, including excavated and filled sections and adjacent transition areas, shall be uniformly graded. The finished surface shall be reasonably smooth, compacted, and free from irregular surface changes. The degree of finish shall be that ordinarily obtainable from blade-grader operations. Surfaces shall be finished not more than 0.10 foot above or below the final grade or approved cross section.

F. Protection – Newly graded areas shall be protected from traffic and erosion, and any settlement or washing away that may occur from any cause, prior to acceptance, shall be repaired and grades re-established to the required elevations and slopes, at no additional expense to the City.

The Contractor shall provide temporary ground cover sufficient to restrain erosion on all disturbed areas upon which further active construction is not taking place.

G. Measurement and Payment

The quantity to be measured for payment under the pay item Grading shall be the total number of square feet of work area graded. The contract price per square foot for grading shall be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.307-A. The bid price shall constitute full compensation for labor, materials, equipment and work incidental thereto, necessary to complete the work in accordance with the plans and specifications to the satisfaction of the Engineer.

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7.308 FILL ON-SITE

NO TEXT ON THIS PAGE

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7.309 IN-STREAM SEDIMENT REMOVAL

NO TEXT ON THIS PAGE

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7.310 PLANT AND SOD SALVAGE

A. Description of Work

1. Description: The Contractor must furnish all labor, materials, equipment and services necessary for Plant and Sod Salvage as indicated on the Contract Drawings and as specified herein. Plant salvage involves many ecological, horticultural and site-specific issues and must be designed and supervised by the Restoration Specialist with all operations approved by the Engineer.
2. Work Included: Activities under this item must include all work necessary and incidental for the removal, storage and transplanting of existing small trees, shrubs and herbaceous plant material (also referred to as vegetation within this section).
3. General Requirements:
 - a. The Contractor must salvage and transplant all vegetation as specified, in accordance with the plans, specifications, and directions of the Engineer.
 - b. Work must be done under the guidance of the Restoration Specialist with experience in transplanting and nurserymen techniques. Plant salvage activities must precede the use of heavy trucks, excavating or grading equipment in salvage areas, except equipment used for the salvage work itself. The Contractor will be liable for any damages to property by transplanting operations and all area disturbed shall be restored to their original condition, to the satisfaction of the Engineer.
 - c. Plant salvage operations must only occur when plants are dormant during the fall, winter, and early spring and ground is not frozen and soil is moist.
 - d. All plants shall be dug to retain as many fibrous roots as possible and the roots shall be contained securely in place. The Contractor shall use approved transplanting equipment.
 - e. Only vegetation that lacks insect or disease damage may be salvaged.
 - f. Prior to salvaging plants and soil, the receptor site must be fully prepared. The plant material must be excavated including the soil to a depth of 18". Extreme care must be

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taken to avoid damaging plants or crumbling soil below. If the receptor site is deeper than 18", additional soil must be excavated from the donor site to be placed below. This material must be stockpiled on tarps and placed separately prior to the placing of the top 18" layer. The plant material and topsoil must be stored on tarps, kept moist and protected until it can be placed. Work must be scheduled so that plant material can be transplanted within thirty-six (36) hours of being excavated. Method for transplanting material must be selected to minimize compaction of soil. Soil must be tamped, not compacted in place. Salvaged plant material must be well-watered in place.

- g. Tagging and Demarcation of Salvaged Materials
 - i. Prior to transplanting, small trees, shrubs and herbaceous plants should be tagged and demarcated and surveyed and their future locations selected and marked by the Restoration Specialist for approval by the Engineer.

4. Related Sections:

- a. Section 7.401 – Landscaping for Terrestrial Zone and Wetland Zone

5. Submittals:

Plant and Sod Salvage Submittal: Thirty (30) days prior to any and all small tree, shrub, and sod salvage operations the Contractor must submit a Sequence of Operations, Methods of Removal including Equipment, Schedule, Plan, Dimensioned Cross-section and Detailed Plan of any enclosure for temporary storage of vegetation (including but not limited to capillary beds). The Sequence of Operations and Schedule must include the following but is not limited to salvage, storage, and transplanting operations, with dates specified for each operation. The Plan must include the following at minimum: all vegetation to be salvaged; all storage locations to be used; and final locations for transplants to be installed.

B. Small Tree and Shrub and Herbaceous Salvage Operations

1. Description

Salvage and transplanting of small trees and shrubs shall consist of the removal of existing small trees and shrubs; re-planting at new locations; storing on the site for later replanting; or delivering

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removed trees to locations away from the site at the direction of the Engineer. Operations shall include all necessary digging, bailing, burlapping, platforming, hauling, handling and heeling-in as required to the satisfaction of the Engineer.

2. General Requirements

- a. The majority of small trees and shrubs salvaged must not exceed five (5) feet in height.

3. Methodology

a. Removal

- i. A straight-edged spade must be used to manually remove small trees, shrubs, and herbaceous plants.
- ii. A spade must be plunged straight down around the material to be removed. For shrubs and herbaceous plant material under three (3) feet tall, the cut must be made at least eight (8) inches from stem. The cut around shrub and herbaceous plant material taller than three (3) feet must be a minimum of one (1) foot. For small trees, the size and weight of root balls must be in accordance with Table 4.8 "Size and Weight of Earth Ball Required to Transplant Wild Stock" in the latest edition of the New York State Standards and Specifications for Erosion and Sediment Control. Root ball depths are to carry the following ratios: For root balls with diameters less than 20 inches, the depth of the root ball must not be less than 65% of the diameter of the ball; for root balls with diameter of 20 inches and greater, the depth of the root ball must not be less than 60% of the diameter of the ball.
- iii. The spade must then be carefully worked under the roots. If a large root is encountered, it must be cut cleanly with sharp pruning shears or loppers. All plants must be dug to retain as many fibrous roots as possible and the roots must be contained securely in place. Small plants may be lifted out of ground keeping root ball and associated soil intact and placed in temporary containers of appropriate size or balled and burlapped.
- iv. Small trees and shrubs larger than three (3) feet must be removed in the following manner. Two people must be used for removing such material. An appropriately sized

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piece of burlap must be placed alongside the plant material to be removed. The spade head must be placed under the root ball. While one person pries the plant up with the spade handle, the other must grasp the plant at the base of the stem. Using the spade to support the root ball, the plant must be lifted out of the hole and placed on the burlap. An excavator may be used to assist in the removal. The corners of the burlap must be pulled up around the root ball and natural twine (not nylon or plastic) must be used to tie it around the root ball. The burlap and root ball must be immediately watered. Roots must not be allowed to become dry or be exposed to air.

- v. If plant material is to be stored prior to planting, the material must be properly balled or containerized as per American Association of Nurserymen Standards and toed into the soil in an appropriate predetermined location. The soil within the containers must be covered with wet mulch, wood chips or leaves and kept moist. Temporary storage must be in suitably sized containers or, where appropriate, as burlap wrapped balls. Root balls of trees and shrubs must be wrapped with wet burlap to prevent soil from separating from roots and from root desiccation. The storage site must be approved by the Engineer and have the same exposure and hydrology as the donor site.

b. Storage

- i. Under ideal circumstances, salvaged material must be transplanted immediately to the donor site. If storage is necessary and approved by the Engineer, salvaged plants may be stored temporarily at a designated storage location, properly heeled in and watered until such time that they are used for re-establishment.
- ii. The temporary storage area must be scraped to remove weeds and weed seeds before plants are stored and must have the same soil type, exposure, and hydrological regime as the donor site. The temporary storage area must be completely fenced with plastic snow fence or welded wire fence. The top two (2) inches of the balled or containerized salvaged material as well as spaces between the containers must be filled with wet mulch, wood chips or leaves. The salvaged plants must be

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planted as soon as designated receptor sites are available during the dormant season.

- iii. A capillary bed must be constructed for wetland plant storage at the discretion of the Engineer. The frame of the capillary bed must be one (1) foot deep and four (4) feet wide by ten (10) feet long. The frame must be lined with heavy plastic (>3 mil) and filled with approved soil or mulch. Holes must be punched in the plastic liner in each corner six (6) inches from the bottom of the frame. This will prevent the entire bed from filling with water. At least two (2) inches of water must be maintained in the capillary bed at all times.
- iv. Plants must be potted prior to placement within the capillary bed as this will reduce the number of times the roots will need to be disturbed. Potted plants are to be placed in the bed and surrounded and partially covered with soil or mulch. Plants must not be stored for more than one (1) year.

c. Small Tree, Shrub and Herbaceous Plant Final Planting

- i. After final planting, all small trees and shrubs salvaged must be pruned and watered in accordance with standards set forth by the American Standard for Nursery Stock.
- ii. All small trees, shrubs and herbaceous plant planting operations shall be in accordance with Specification 7.401 Landscaping for Terrestrial Zone and Wetland Zone.

C. Whole Sod Salvage Operations

1. Description:

- a. Removal of whole sods from all designated donor wetlands, including perennial deciduous grasses, native moss mats, sedge and fern tussocks, woody hummocks, whole shrubs and small trees and associated herbaceous vegetation.

2. General Requirements:

- a. Whole sod placement must be done under the guidance of a Restoration Specialist with experience in sod salvage.

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- b. The salvaged sod must be transported and placed into the created wetland over previously-placed organic sediments or over mineral soils, depending on the depth of sod. Sods must be cut, transported and placed such that the sods and plants remain substantially intact and the plants and roots maintain their accustomed vertical and horizontal orientations. Whole sod cutting must be capable of transporting trees up to two (2) inches in caliper and ten (10) feet in height.
 - c. Salvage and placement of whole sod and organic soils must occur in tandem so that all salvage equipment can work on firm mineral soil and there is no unnecessary treading of organic soil, sods or plant material. Sods must not be stored without the approval of the Engineer and requires the use of specialized storage equipment.
3. Methodology:
- a. A rank of whole sod must be cut and removed from the edge of the donor site. A rank of whole sod must have a depth of ten (10) inches unless approved otherwise by the Engineer. If the sod is of the proper thickness, it may be placed directly into the receptor site. The sod must otherwise be set aside temporarily until the receiving subgrades are properly prepared.
 - b. If underlying organic soils are to be salvaged from donor sites, it must be excavated and transported to the receiving wetland in such a way as to prevent unnecessary treading by heavy equipment.
 - c. If both underlying organic (A horizon) soils and mineral (B horizon) soils are to be salvaged from donor sites, they must be excavated and stockpiled separately, and transported and placed into the receptor site in separate lifts, as they existed in-situ. The soil horizons must be tamped, not compacted in place. Soils must be excavated and transported to the receptor site in such a way as to prevent unnecessary treading by heavy equipment.
 - d. Salvaged whole sods must be carefully placed on top of those sediments or elsewhere on mineral soils.
 - e. Another rank of whole sods must be cut and removed from the donor site.

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- f. All organic sediments underlying the removed rank of sods must be excavated, transported, distributed and then salvaged. Whole sods must be placed on top.
- g. This procedure must be repeated until all usable whole sods have been salvaged to be directed by the Restoration Specialist and approved by the Engineer. Sod s must be deliberately spaced apart as well as contiguously to imitate the irregularity of other existing wetlands in the area. The Restoration Specialist must inspect local "reference" wetlands prior to placement of whole sods to better understand the desired pattern of layout.
- h. Sod placement must be true to elevation as shown on the plans. Target elevations must be corrected by the Contractor if actual site conditions appear to differ from projected site conditions during and after excavation.

D. Measurement and Payment

The quantity to be measured for payment under this section must be the total number of hours necessary for one crew to complete the plant salvage operation. The crew must consist of a minimum of two workers.

The contract price per hour for Plant Salvage must be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.310-A4. The unit price bid must include the costs for all labor, materials, equipment and incidental expenses necessary or required to complete the work in accordance with the plans and specifications to the satisfaction of the Engineer.

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7.311 CONSTRUCTED WETLAND TREATMENT

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7.312 DEMOLITION AND SITE CLEARING

NO TEXT ON THIS PAGE

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7.313 REMOVAL OF POND SEDIMENTS

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7.314 DISPOSAL OF OUTFALL CHAMBER SEDIMENTS

NO TEXT ON THIS PAGE

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7.315

GREENBELT/RICHMOND CREEK RESTORATION

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7.316

GREENBELT/RICHMOND CREEK RESTORATION ALLOTMENT

NO TEXT ON THIS PAGE

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7.317 SOIL SAMPLING AND DISPOSAL

Soil sampling and disposal within the project limits must conform to the requirements of the NYCDDC Specifications for Handling, Transportation and Disposal of Nonhazardous and Potentially Hazardous Contaminated Materials. This applies to all areas of excavation and is not limited to areas below pavement. All excavation outside the public right of way shall be compared to NYSDEC Subpart 375-6 protection of ecological resources Soil Cleanup Objectives (SCOs).

Measurement and payment for soil sampling and disposal of hazardous and contaminated materials must be in accordance with Hazardous Materials Items 8.01 C1 Handling, Transportation & Disposal of Non-Hazardous Contaminated Soil, 8.01 C2 Sampling & Testing of Contaminated/Potentially Hazardous Soil for Disposal Parameters, 8.01 H Handling, Transportation & Disposal of Hazardous Soils, 8.01 S Health & Safety, 8.01 W1 Removal, Treatment & Disposal/Discharge of Water, and 8.01 W2 Treatment and Disposal/Discharge of Contaminated Water Sampling and Testing of Contaminated Water.

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7.400 LANDSCAPING AND RESTORATION - WORK INCLUDED

Under landscaping and restoration work, the Contractor must provide labor, materials, tools and equipment necessary to complete the execution of the work in complete accordance with the Specifications and all Contract Drawings. The work must include items of work specified under the following sections.

<u>Section Number</u>	<u>Title</u>
7.401	Landscaping for Terrestrial Zone and Wetland Zone
7.403	Topsoil for Restored Area
7.407-A	Erosion Control Mat - Straw
7.407-B	Erosion Control Mat - Curled Wood or Coconut Fiber
7.411	Watering and Weeding During the Guarantee Period
7.413	Temporary Goose Exclusion Fence
7.415-A	Wildlife Structures
7.417	Debris Exclusion Fence
7.418	Clean Sand for Restored Area

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7.401 LANDSCAPING FOR TERRESTRIAL ZONE AND WETLAND ZONE

A. Description of Work

Under this item, the Contractor must furnish all labor, materials, equipment and services necessary for the proper execution of all landscaping work, as specified herein and as shown on the Contract Drawings, including all incidental and appurtenant work required for a complete job.

B. Related Sections

1. Section 4.21RS Restoration Specialist
2. Section 7.407a Erosion Control Mat – Straw
3. Section 7.407b Erosion Control Mat – Curled Wood or Coconut Fiber
4. Section 7.411 Watering and Weeding During the Guarantee Period

C. Reference Standards

1. American Association of Nurserymen, Inc., (American National Standards Institute) Nursery Stock (Z60.1)
2. American Joint Committee on Horticultural Nomenclature Standardized Plant Names.
3. A Checklist of New York State Plants, Contributions to a Flora of New York State, Checklist III, Bulletin #458, Richard S. Mitchell, State Botanist, New York State Museum, 1986.
4. Gleason, The Late Henry A. and Arthur Cronquist. 1991. Manual of the Vascular Plants of Northeastern United States and Adjacent Canada, 2nd ed, New York Botanical Garden.
5. Mitchell, Richard S. and Gordon C. Tucker. 1997. A Revised Checklist of New York State Plants, Bull. #490, New York State Museum.

D. Quality Assurance

1. Source Quality Control:

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If private nursery sources are used, they must be within a 250-mile radius of the planting site. All specified plants must have also been grown in the same USDA climatic zone as that of the planting site.

All seed and original stock material for herbaceous plants must have been collected from locally adapted ecotypes within a 250-mile radius of the project site. Plant material may have to be contract grown in order to meet this requirement. Nurseries which collect plants from the wild will be rejected. Seed and stock material sources must be submitted to the Engineer to approval prior to approval.

No substitutions of specified plants will be accepted without prior approval of the Engineer and NYC Parks.

2. General:

Landscape material must be shipped with certificates of inspection when required by governmental authorities. Comply with governing regulations applicable to landscape material. On landscape material arrival, the certificates must be filed with the Engineer. The Engineer must receive a copy of each shipping invoice immediately after the delivery has arrived at the job site.

E. General Requirements

1. All plants must be as specified in the Contract Drawings. No substitutions will be permitted, except as authorized in writing by Engineer and approved by NYC Parks. If specified landscape material is not obtainable, submit proof of non-availability to Engineer, together with proposal for use of equivalent material appropriate for the project site.
2. The Contractor must comply with governing regulations applicable to wetland and landscape materials including certification that tidal wetland plants have been acclimated to 15 to 25 parts per thousand salinity for a period of not less than two (2) weeks prior to installation.
3. The Contractor must provide trees and plants of quantity, size, genus, species and cultivar/variety shown and scheduled in the Contract Drawings for landscape work and complying with recommendations and requirements of ANSI Z60.1 "American Standard for Nursery Stock" and the Manual of Vascular Plants of the Northeastern United States and Adjacent Canada.

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4. The Contractor must provide healthy, vigorous stock, grown in a recognized nursery in accordance with good horticultural practice and free of disease, insects, eggs, larvae and defects such as knots, sun-scald, injuries abrasions, or disfigurement. Contractor must submit certification that wetland plants are procured at least six months prior to scheduled planting.
5. All plants furnished under this Item must be true to name. Plant names must agree with the nomenclature of Standardized Plant Names as adopted by the American Joint Committee on Horticultural Nomenclature, 1942 Edition. Size and grading must conform to those of the American Association of Nurserymen. All wetland plants must come from within a 250-mile radius of the project site.
6. Utilities. The Contractor must determine location of underground utilities and perform work in a manner which will avoid possible damage. Hand excavate, as required. Maintain grade stakes set by others until removal is approved by the Engineer.
7. Excavation. When conditions detrimental to plant growth are encountered, such as rubble fill, adverse draining conditions, or obstructions, notify the Engineer.
8. All existing landscape features including trees, shrubs, perennial, meadows, lawns, wetlands, paving, walls, stairs, etc. must be protected by the Contractor, using methods approved by the Engineer prior to start of work.
9. Preservation and Restoration of Existing Trees and Shrubs.
 - a. In order to avoid surface and subsurface root damage and soil compaction, the Contractor must not be permitted to stockpile materials of any nature under the drip line of existing trees and shrubs. This directive must apply to all areas within or outside the Contract limit line.
 - b. The Contractor must assume the responsibility for any remedial work such as root and top pruning required and/or necessary to prevent loss of plant material when this article is violated or when trees or shrubs are injured by construction equipment at Contractor's own expense.
 - c. Compensatory pruning and fertilizing of existing trees and shrubs must be performed to compensate for damage of roots incurred at Contractor's own expense. Fertilize in areas

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around undamaged roots only and not adjacent to the trunk or main stem. Fertilizer must be applied in the fall unless otherwise approved by Engineer. Tree pruning must be performed in accordance with NYCDOT Standard Highway Specifications Section 4.18 – Tree Pruning.

- d. No existing plants may be removed, except as specifically required by this Contract or as specified on Contract Documents, or as specifically approved in writing by the Engineer. Any areas or items of existing landscape which are removed or damaged must be replaced by the Contractor at the Contractor's own expense. The Contractor must match the existing condition prior to damage or as directed by the Engineer.

F. Inspection:

- 1. Prior to acceptance of material, the Engineer must inspect trees and shrubs at place of growth before planting, for compliance with requirements for genus, species, variety, size and quality. Contractor must be responsible for all inspection costs beyond a 50-mile radius from the Project Site.
- 2. Plant materials must be inspected by the Engineer upon arrival at the job site and prior to planting. Any materials not in compliance with specifications will not be accepted and must be removed from the job site immediately.
- 3. The Engineer retains the right to further inspect trees for size and condition of balls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. The Contractor must remove rejected trees immediately from project site.

G. Submittals

The General Contractor must submit the following information for approval within ten (10) working days following the date in the Notice to Commence Work to the Engineer.

- 1. Subcontractors. Subcontractors proposed for landscaping and associated restoration and Site Work must be approved by the Engineer prior to start of Work. The Contractor shall submit at least three (3) alternative Subcontractors to the Engineer for review and approval. The Subcontractors proposed shall be evaluated on the following criteria, prioritized in descending order:

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- a. The wetland/landscape contractor shall have performed at least three (3) contracts that involved the restoration and/or creation of freshwater and tidal wetland systems. Additionally, the wetland/landscape contractor shall have performed at least three (3) contracts that involved the installation and maintenance of soil erosion and sediment control devices during construction of the project. The projects shall be at least three (3) years old and successful. A digital submission of photographs via CD will be acceptable. The contractor shall demonstrate the capacity to accomplish the Work in the required time including qualification of key personnel, experience in digging and transplanting field stock, experience with State or Federal Agencies, particularly with experience in conducting mitigation pursuant to USACE or NYSDEC requirements (experience with agencies such as DOT, State or National Parks, etc. would be also acceptable), and other references or experience deemed appropriate to obtaining approval.
 - b. Demonstrated capacity to accomplish the Work in the required time including qualification of experienced foreman and key personnel.
 - c. Experience in digging and transplanting field stock.
 - d. Experience with agencies, such as the Department of Parks and Recreation, Central Park Conservancy, and the Botanic Gardens.
 - e. Experience with State or Federal Agencies, particularly with experience in conducting mitigation pursuant to USACE or NYSDEC requirements.
 - f. Other references or experience deemed appropriate to obtaining approval.
2. List of growers/nurseries removal.
 3. ISA Certified Arborist or nurseryman experienced in tree pruning, tree protection during construction, and tree removal.
 4. List of all materials and certificates specified within this Item.
 5. The General Contractor must submit the following information thirty (30) days prior to all landscaping activity unless indicated earlier for a specific item. The earliest date will take precedent.

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- a. Certificates
 - i. All necessary State, Federal and other inspection certificates as may be required by law.
 - ii. Two (2) copies to the Engineer of manufacturers' or vendors' certified analysis for soil treatments and fertilizer materials shall be submitted with samples.
 - iii. Certification and guarantee that all plant material is true to name and in conformance with these specifications.
 - iv. The invoice or a written statement showing the size and grade of materials received or shipped, together with the source and health of the plant material. No plants shall be accepted that have been collected from property other than that owned or leased by a nursery.
 - v. Certification that all herbaceous plant material was grown from seed or stock collected from locally adapted ecotypes within a 250-mile radius of the Project Site.
- b. Planting Schedule: Submit proposed planting schedule within one month of official Notice to Commence Work, indicating dates for each type of Landscape Work during normal seasons and as specified in the Contract Drawings. Included must be a schedule of nursery visits for Engineer to tag plant material. Correlate from date of substantial completion. Once accepted, revise dates only as approved in writing by the Engineer, after documentation of reasons for delays.
- c. List of equipment, methods of operation, and methods for protection of existing vegetation.
- d. Manufacturer's Literature. Manufacturer's literature for all materials furnished shall be submitted with samples of same.
- e. Watering, Weeding, and Maintenance Plan: Watering, weeding, and maintenance of seeding must be in accordance with Section 7.411 – Watering and Weeding During the Guarantee Period.
- f. The approved plan and schedule do not relieve the Contractor in any way from any aspect of the replacement of dead plant material. The Contractor may alter the maintenance schedule based on weather and field conditions

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but must notify the Engineer a minimum of 24-hours in advance.

H. Product Delivery, Storage and Handling

1. Plants must be packed, transported, and handled with utmost care to ensure adequate protection against injury. When transported in closed vehicles, plants must receive adequate ventilation to prevent sweating. When transported in open vehicles, plants must be protected by tarpaulins or other suitable cover material. All bare root plants must be adequately protected from drying out and immediately after inspection must be heeled in moist soil. Balled and burlapped plants must be set on the ground and the ball covered with soil. Until planted, all material must be properly maintained and kept adequately moist, to the satisfaction of the Engineer.
2. Packaged Materials. Deliver packaged materials in unopened bags or containers, each bearing the name, warranty, and trademark of the producer and the composition, analysis and the weight of the material. Contractor must notify the Engineer forty-eight (48) hours in advance of delivery of all plant material.
3. Trees and Plants. The Contractor must provide trees and plants of the stock type and quantities shown on the Contract Drawings. Do not prune prior to delivery unless otherwise approved by the Engineer. Do not bend or bind-tie trees or plants in such a manner as to damage bark, break branches or destroy natural shape. Provide protective covering during delivery, and ensure that all balled and burlapped stock, container stock, tube stock, and/or bare root material is handled properly and is not dropped.
4. All plant materials must be protected from drying out and from wind damage during delivery.
5. The Contractor must deliver trees and plants after preparations for planting have been completed and plant immediately. If planting is delayed more than six (6) hours after delivery, set trees and plants in shade, protect from wind, weather and mechanical damage, and keep roots moist by covering with mulch, burlap or other acceptable means of retaining moisture. Water as necessary. Bare root material must be adequately protected from drying out and immediately heeled in after inspection. The bundles of heeled-in plants must be set upright on the ground, covered with mulch, and kept adequately moist until the time of installation. Until the time of planting, all plant material must be stored in an approved location, securely

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fenced and maintained, to the satisfaction of the Engineer, at the Contractor's own expense. All plants not planted immediately must be watered as necessary to maintain optimal health until planting.

6. The Contractor must not remove container grown stock from container until planting time.
7. Material should be planted in the ground immediately after delivery to site. Plants should be covered with damp-not wet-leaf compost while awaiting ground installation. Do not allow the plants to dry out or freeze.
8. Fertilizer delivered to the job site must be in original, unopened containers bearing the manufacturer's chemical analysis and essential information. Fertilizer containers must be protected from exposure to precipitation and direct sunlight.
9. Plant Material: Provide healthy, vigorous growing specimens exhibiting uniform growth and form characteristic of their species that satisfy the project specifications. Plants must be free of chlorosis, yellowing, blemished or damaged parts.
10. Label all flats of plants and all separate plants with a securely attached waterproof tag, bearing legible designation of botanical and common name, written with waterproof ink.
11. Store and cover materials to prevent deterioration. Remove packaged materials which have become wet or show deterioration or water marks from the site and replace at the Contractor's own expense.

I. Guarantee

1. All landscaping work must have a replacement guarantee for a period either of three (3) years beginning at the date of acceptance of the Landscaping work or the monitoring period indicated in the Natural Resource Conditions of the NYSDEC permit, whichever is longer, and must be considered as shown within the guarantee provisions of Schedule A.
2. The Contractor must, for a period either of three (3) years beginning at the date of acceptance of the Landscaping work or the monitoring period indicated in the Natural Resource Conditions of the NYSDEC permit, whichever is longer, cultivate, weed, mulch, prune, and water all trees, shrubs, herbaceous plants, vines, and

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permanent seeded areas under this Contract, to the satisfaction of the Engineer. The Contractor must replace, according to the original specifications, any plant material which is dead or in a dying condition at the request of the Engineer. The Engineer must be the sole judge as to the condition of the plants. The guarantee and maintenance applies to all planted and grassed areas, meadows, paved and other landscaped areas.

3. The approved plan and schedule do not relieve the Contractor in any way from any aspect of the replacement of dead plant material. The Landscape Subcontractor may alter the maintenance schedule based on weather and field conditions.
4. Replacement. Any plant material that is dead or not showing satisfactory growth, as determined by the Engineer, must be promptly removed and replaced by the Contractor during the proper planting season as indicated in the Contract Documents. The replacement must be of the same variety, size and character as specified for the original planting. Unless a written waiver of this clause is issued, under the terms of the guarantee, replacement plants must be chosen only by the Engineer and approved by NYC Parks.
5. At the end of the guarantee period, and upon written request, an inspection will be made by the Engineer. If mortality exceeds ten percent or if bare areas occur, the Contractor must replace plant material.

J. Planting Schedule

1. Planting operations must be performed during the timeframes indicated below. No plant material may be installed when the ground is frozen or excessively moist. For tidal wetland plantings, plantings must be installed during periods of low tide. The Engineer must be notified twenty-four (24) hours prior to proceeding with any planting operations.

a. Deciduous Plantings

Deciduous plant material must be planted and transplanted from March 1st to May 30th and from October 15th to November 30th unless otherwise shown on Contract Drawings or as directed by the Engineer.

b. Evergreen Plantings

Evergreen plant material must be planted and transplanted from March 30th to May 15th and from September 1st to

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October 15th unless otherwise shown on Contract Drawings or as directed by the Engineer.

c. Herbaceous Material

- i. Wetland herbaceous plant material must be planted and transplanted from April 15th to June 15th and from August 15th to September 15th unless otherwise shown on Contract Drawings or as directed by the Engineer. All tidal wetland herbaceous plant material planted below the Mean Higher High Water elevation noted on the Contract Drawings must be planted and transplanted from April 15th to June 15th.
- ii. Upland herbaceous plant material must be planted and transplanted from April 15th to May 30th and from August 15th to September 15th unless otherwise shown on Contract Drawings or as directed by the Engineer.

K. Materials

1. Topsoil

- a. Additional topsoil must be furnished from sources off the Contract site when existing on-site topsoil is not sufficient. Material must consist of natural loam topsoil, free from subsoil, obtained from an area which has never been stripped.
- b. Topsoil must be in accordance with Section PK 37-L Loamy Sand to Sandy Topsoil and in accordance with the Contract Drawings and as directed by the Engineer.

2. Fertilizer

- a. For all plants, Fertilizer must be in accordance with NYCDOT Standard Highway Specification 4.17 Shrubs and Groundcover, Section 4.D – Fertilizer and in accordance with the Contract Drawings.

3. Mycorrhizal Fungi Inoculant

- a. For trees, Mycorrhizal Inoculant must be in accordance with NYCDOT Standard Highway Specification Section 4.16 Trees (Removal, Transplanting, Planting) Section 4.E –

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Mycorrhizal Fungi Inoculant and in accordance with the Contract Drawings.

- b. For small trees, woody shrubs, woody groundcover, Mycorrhizal Inoculant must be in accordance with NYCDOT Standard Highway Specification Section 4.17 Shrubs and Groundcover, Section 4.H – Mycorrhizal Fungi Inoculant and in accordance with the Contract Drawings.

4. Mulch

- a. For all plants, Mulch must be in accordance with NYCDOT Standard Highway Specification Section 4.17 Shrubs and Groundcover, Section 4.J – Mulch and in accordance with the Contract Drawings.

5. Compost

- a. For all plants, Compost must be in accordance with NYCDOT Standard Highway Specification Section 4.17.4.B – Compost and in accordance with the Contract Drawings.

6. Staking and Wrapping

- a. For trees, staking and wrapping must be in accordance with NYCDOT Standard Highway Specification 4.16 Trees, Section 4.16.5 D – Planting and in accordance with the Contract Drawings.

7. Erosion Control Mat (Blanket)

- a. The erosion control mat or blanket must be in accordance with Section 7.407a – Erosion Control Mat - Straw or Section 7.407b – Erosion Control Mat – Curled Wood or Coconut Fiber and in accordance with the Contract Drawings.

8. Seeding

- a. Seeding must be in accordance with Section PK-465 Broadcast Seeding of Native Seed & Cover Crop and in accordance with the Contract Drawings.

9. Plant Material

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- a. The Contractor must furnish all plant material indicated in Contract Drawings and must be accordance with the following:
 - i. All containerized and balled and burlapped trees and shrubs must be freshly dug; neither heeled-in nor plants from cold storage will be accepted. All plants must have been transplanted or root pruned at least once in the past three years.
 - ii. All plants must conform to the measurements specified in the plant list on the Contract Drawings. All plants must be typical of their species and must have a normal, healthy habit of growth and be of first quality, sound, vigorous, well-branched and densely foliated. Plants that meet the requirements specified in the plant list, but that do not possess a normal balance between height and spread will not be accepted. No damaged or diseased plants will be accepted.
 - iii. All deciduous trees must be well-branched and furnished to the ground. There must be no abrasion of the bark, no fresh cuts of limbs over 1-1/4" which have not completely calloused over and have a heavy fibrous root system.
 - iv. All evergreen trees must be heavy, symmetrical plants well-furnished to the ground. They may be multiple-stemmed. All evergreen trees must be free from winter injury and have a heavy fibrous root system.
 - v. Trees 4" caliper or less must be calipered six inches above ground. Trees greater than 4" caliper must be calipered one foot above ground.
 - vi. All trees must be tagged on north side of tree for proper orientation when planting.

L. Installation

1. For tidal wetland plantings, tidal and salinity monitoring as indicated on Drawings must be completed prior to staking and planting. Adjustments to planting zones may be made based on the Tidal and Salinity Monitoring results at the discretion of the Engineer.

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2. Layout: All plants must be installed as indicated in the Contract Drawings unless otherwise directed by the Engineer. All plant and planting area locations must be staked prior to planting with located approved by the Engineer.
3. Obstructions Below Ground: Remove any rock, rubble, masonry, concrete, metal, stones over one inch or other underground obstructions to the depth necessary to permit proper planting.
4. Loosen subsoil/subgrade to a depth of six (6) inches prior to topsoil placement or as indicated on the Contract Drawings. Loosen subsoil with rototiller, backhoe or discer. After soil is loosen, there must be no more use of heavy machinery in planting plans.
5. For trees and shrubs: Rototill/cultivate soils to a depth equal to the depth of the root ball and two times the diameter of the root ball. Set the tree/shrub on the undisturbed solid ground in the center of the area.
6. Remove and dispose of all excess excavations and unsuitable materials except where soil is suitable for reuse on site. Reuse of on-site soil must be approved by the Engineer. Dispose in accordance with all local laws and regulations at the Contractor's own expense.
7. Apply topsoil or clean sand as indicated by the Contract Drawings, equipment used for topsoil distribution must not compact the soil.
8. Setting Plants: Plant all plants to the same depth as their place of growth, unless otherwise directed. Center the plants in their planting pits. Set in the natural upright position at such a level that, after settlement, a normal or natural relationship of the crown of the plant with the ground surface must be established. The Contractor must not exert any pressure that will damage any portion of the plant.
9. Topsoil/clean sand mix (at a 25:75 Topsoil:Sand ratio) must be lightly tamped around the base of all plants and trees. Avoid compacting the soil. As clay soils are particularly prone to compaction, especially if worked when wet, transplant into clay soils when they are not saturated to the greatest extent possible. The Contactor must not leave plants exposed to sun or wind prior to planting and must take special care to avoid desiccation of fibrous-rooted plants.

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10. Trees and Shrubs: Trees and shrubs must be planted before herbaceous plants to avoid trampling of the smaller material. Trees must be placed with the tags facing North. Placing the trees in the same orientation to the North as they were grown in the nursery must serve to limit bark sun scald. The Contractor must properly sequence plant delivery to achieve this progression.
 - a. Balled and burlapped. The roots of balled and burlapped plants must, if not immediately planted after digging and inspection, be adequately protected by topsoil until planted in their final location. Handle balled plants so that the ball will not be loosened. After the soil has been thoroughly firmed under and around the ball, cut the burlap away from the upper half of the ball and adjust remaining burlap to prevent the formation of air pockets; when directed by the Engineer remove the burlap entirely. Firm the soil at 6" to 8" intervals and thoroughly settle with water. Remove all wire baskets from root balls, unless otherwise directed by the Engineer. Install mulch around trees and shrubs immediately after installation.
 - b. Container. Cut containers on two (2) sides with an approved can cutter and remove plant from container. If container grown plant is root-bound or can be easily pulled from container, plant must be rejected. If plant roots are tight and compact, loosen by pulling gently apart. If plant roots will not separate, use a sharp tool to make vertical slits in the root ball, approximately 1/2-inch deep at three or four locations around root mass. Any circling roots must be pried out by hand and/or by cutting. Planting with circling roots is not acceptable. Any plants whose root systems cannot be adequately corrected using this method must be rejected, due to circling roots causing girdling as plants mature. Set container grown stock as specified. Place plant on a cushion of planting soil mixture and carefully work soil mix around roots by hand and puddle with water until the soil mix layers are completely saturated.
 - c. Tube stock. Plants must be removed from tube entirely and without damage. Plugs must have solid soil/root masses with the soil in place. Roots must appear clean and white in coloration. If plug is root-bound or can be easily pulled from tube, plant must be rejected. Plug must be installed in hole perpendicular with root collar and even with the surrounding

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grades. Plant to be firmed in to remove air pockets, then watered to full saturation.

11. Trees that are to be staked as indicated on Contract Drawings shall be staked as per NYCDOT Standard Highway Specification Section 4.16 – Trees (Removal, Transplanting, Planting) immediately after planting, as required by the Engineer. Trees planted as part of a natural area restoration must use modified staking system if deemed necessary and approved by Engineer. Stakes must be removed after one complete growing season.
12. Mulch or install Erosion Control Blanket as indicated on Contract Drawings.
13. Wetland Plants: Wetland plants must be planted at proper elevations as indicated in Contract Drawings. The Contractor is to stake out all wetland plantings with elevations indicated and receive written approval from Engineer prior to installation.
14. Apply fertilizer as indicated on Contract Drawings.
15. Prune all woody plant material as per NYCDOT Standard Highway Specification Section 4.18 – Tree Pruning.

M. Final Acceptance

Trees, shrubs and herbaceous plants must be thriving to the discretion of the Engineer. Planting beds must be evenly mulched and free of invasive nonnative plant species. Paving/landscape interface must be a smooth, crafted transition free from defects such as gaps, sharp edges or sudden level changes.

N. Final Cleanup

At time of final inspection of work, and before final acceptance, clean any paved areas that are dirty or stained due to work of this Section by sweeping or washing, and remove any defacements or stains. Remove construction equipment, excess materials and tools. Remove from site any debris and dispose of off-site, in accordance with all local laws and at the Contractor's expense. The Contractor must also cut all perimeter grass and weeds before final acceptance.

O. Measurement and Payment

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The quantity to be measured for payment under this section must be the total amount of trees, shrubs, herbaceous plants and seeded areas furnished, planted and maintained.

The contract price per unit for Landscaping Work must be as indicated on the BID SCHEDULE OF PRICES Item Nos. BMP-7.401-A through BMP-7.401-K. The price bid must be a separate unit price per tree, shrub and herbaceous plant specified within the Contract Drawings, and must include the costs of all excavating,, backfilling, preparing planting pits and beds, adding soil amendments, furnishing plants, digging, inspecting, planting, pruning, staking, guying, anchoring, wrapping, mulching, fertilizing, liming, discing, raking, tilling harrowing, mowing, material, and maintaining all plant material.

The price bid must also include the costs of all rough and fine grading, all specified soils necessary and required for the satisfactory completion of all landscaping work and all other work incidental thereto in accordance with the plans and specifications to the satisfaction of the Engineer.

PLANT MATERIAL SUMMARY FOR LANDSCAPING WORK

<u>Item</u>	<u>Description</u>
BMP-7.401-A	Canopy Trees (2 1/2" to 3" caliper)
BMP-7.401-A1	Canopy Trees (1 1/2" to 2" caliper)
BMP-7.401-B	Canopy Trees (Above 3" to 3 1/2" caliper)
BMP-7.401-C	Canopy Tree - Whips 5' to 6'
BMP-7.401-H	Shrubs
BMP-7401-J	Herbaceous Plants (Plugs)
BMP-7401-K	Herbaceous Plants (Container)

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7.403 TOPSOIL FOR RESTORED AREA

Topsoil must conform to the requirements of Section PK 37-L Loamy Sand to Sandy Topsoil. Contractor must submit Shop Drawings for topsoil material in accordance with the materials specified in Section PK 37-L and Contract Drawings for the approval of the Engineer.

Measurement and payment for topsoil must be in accordance with Item number PK 37-L.

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7.404–A RESTORATION SPECIALIST (CONSTRUCTION MONITOR)

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7.405 VECTOR, PEST AND WILDLIFE CONTROL

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7.406 WOOD CHIPS

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7.407–A EROSION CONTROL MAT - STRAW

A. Description of Work

1. Under this item, the Contractor must furnish and place erosion control mat for slope protection within areas designated in the Contract Drawings or where directed by the Engineer.
2. Contractor must submit manufacturer catalog cut sheet and min 10” x 10” sample of material to the City and Engineer for approval thirty (30) days prior to installation. The Contractor must have written approval from the City or Engineer prior to installation.

B. Material

The Erosion Control Mat must meet the following requirements:

Netting	One Side Only, Organic Leno Weave Jute, 100% Biodegradable 0.5” x 1.0” opening
Matrix	100% Agriculture Straw 0.55 lbs/yd ² 298.4 g/m ²
Thread	1.5” stitch space, 100% Biodegradable

Index Value Properties

<u>Property</u>	<u>Test Method</u>	<u>Typical</u>
Mass/Unit Area	ASTM D6475	10.00 oz/yd ²
Thickness	ASTM D6525	.40 in
Tensile Strength-MD	ASTM D6818	106 lb/ft
Elongation-MD	ASTM D6818	16.7%
Tensile Strength-TD	ASTM D6818	118 lb/ft
Elongation-TD	ASTM D6818	26.8%
Light Penetration	ASTM D6567	6%
Water Absorption	ASTM D1117	322%
Unvegetated Shear Stress	ASTM D6460	1.55 lbs/ft ²
Slope		3:1 or flatter

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The Erosion Control Mat must be ECS-1B, by East Coast Erosion Blankets, Bernville, PA; BioNet S75BN by North American Green, Evansville, IN; US-1SNN by L and M Supply Co., Pearson, GA; or approved equal.

Biodegradable Stakes must be a minimum of 4-inches for cohesive soils and 6-inches for non-cohesive soils. All biodegradable stakes must meet ASTM D6400 or must be biodegradable untreated hardwood netting stakes.

C. Method

Erosion control mat must be placed on topsoil perpendicular to slope contours where directed by the Engineer. Erosion control mat must be laid without stretching so that it lies loosely on the soil and in contact with the soil at all points and must be pressed firmly into the soil surface by rolling or tamping. If seeding is required, it must be done prior to the installation of the erosion control mat.

The upper end of each roll of erosion control mat must be turned and buried to a depth of six (6) inches, with the soil firmly tamped against it. Erosion control matting must have a minimum lap of six (6) inches on all sides. Ends of rolls must also have a minimum lap of six (6) inches with the upgrade section on top.

Check slots must be constructed at intervals of 50 feet, unless otherwise directed by placing a fold of erosion control mat six (6) inches vertically into the ground with replaced soil tamped firmly against it.

Erosion control mat must be held tightly to the soil by biodegradable stakes driven firmly into the ground. Biodegradable stakes must be spaced not more than three (3) feet apart, along the sides and center of the erosion control mat and not more than one (1) foot apart at roll ends, check slots and at other critical areas as determined by the Engineer.

D. Maintenance

The Contractor must maintain the areas of erosion control mat installation until final acceptance of the contract. Maintenance must consist of providing protection for erosion control mat and repair of areas damaged by equipment, erosion, fire, or other causes, as well as re-establishment of the grade and conditions of the area as specified.

E. Measurement and Payment

The quantity to be measured for payment under this Section must be the number of square feet of surface area on which erosion control mat has been

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installed in accordance with the plans and specifications and directions of the Engineer.

The Contract price per square feet of Erosion Control Mat - Straw must be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.407-A. The bid price must include the costs for all labor, material, equipment and incidental in accordance with the plans and specifications to the satisfaction of the Engineer.

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7.407–B EROSION CONTROL MAT – CURLED WOOD OR COCONUT FIBER

A. Description of Work

1. Under this item, the Contractor must furnish and place erosion control mat (ECM) - curled wood or coconut fiber for slope protection in tidal inlet areas within areas designated in the Contract Drawings or where directed by the Engineer.
2. Contractor must submit manufacturer catalog cut sheet and min 10” x 10” sample of material to the City and Engineer for approval thirty (30) days prior to installation. The Contractor must have written approval from the City or Engineer prior to installation.

B. Material

1. The mat must be 100% biodegradable and consist of machine-produced mat of curled wood excelsior or coconut fiber with a majority of the fibers six (6) inches or longer with consistent thickness and the fibers evenly distributed over the entire area of the mat.
2. Curled wood or coconut fiber ECM must be as indicated on Contract Drawings and be BioD-Mat 90 Semi-Permanent Woven Brown Bristle Coir Mat by Rolanka, Stockbridge, GA; Coir Mat 90 by GEI Works, Vero Beach, FL; or approved equal and have a minimum bare soil shear stress value of 5.0 lb/ft².
3. Biodegradable stakes must be a minimum of 4-inches for cohesive soils and 6-inches for non-cohesive soils. All biodegradable stakes must meet ASTM D6400 or must be biodegradable untreated hardwood netting stakes.

C. Method

Erosion control mat must be placed perpendicular to slope contours where directed by the Engineer. Erosion control mat must be laid without stretching so that it lies loosely on the soil and in contact with the soil at all points and must be pressed firmly into the soil surface by rolling or tamping. If seeding is required, it must be done prior to the installation of the erosion control mat.

The upper end of each roll of erosion control mat must be turned and buried to a depth of six (6) inches, with the soil firmly tamped against it. Erosion control matting must have a minimum lap of six (6) inches on all sides. Ends

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of rolls must also have a minimum lap of six (6) inches with the upgrade section on top. All anchor and transverse trenches must be a minimum of 12 inches deep.

Check slots must be constructed at intervals of 50 feet, unless otherwise directed by placing a fold of erosion control mat six (6) inches vertically into the ground with replaced soil tamped firmly against it.

Erosion control mat must be held tightly to the soil by biodegradable stakes driven firmly into the ground. All mat must be staked as per manufacturer's specifications with a minimum of three (3) biodegradable stakes per square yard for slopes 2:1 and for slopes flatter than 2:1, use a minimum of two (2) biodegradable stakes per square yard. Along the sides and center of the erosion control mat, biodegradable stakes must be spaced not more than three (3) feet apart and must not be more than one (1) foot apart at roll ends, check slots and at other critical areas as determined by the Engineer.

D. Maintenance

The Contractor must maintain the areas of erosion control mat installation until final acceptance of the contract. The Contractor will immediately repair or replace any section of curled wood or coconut fiber ECM which is not functioning properly or has been damaged in any way until a stable growth of grass has been established.

Maintenance must consist of providing protection for erosion control mat and repair of areas damaged by equipment, erosion, fire, or other causes, as well as re-establishment of the grade and conditions of the area as specified.

E. Measurement and Payment

The quantity to be measured for payment under this Section must be the number of square feet of surface area on which erosion control mat has been installed in accordance with the plans and specifications and directions of the Engineer.

The Contract price per square feet of Erosion Control Mat – Curled Wood or Coconut Fiber must be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.407-B. The bid price must include the costs for all labor, material, equipment and incidental in accordance with the plans and specifications to the satisfaction of the Engineer.

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7.408-B HERBICIDE APPLICATION

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7.409 MYCORRHIZAL INOCULANTS

NO TEXT ON THIS PAGE

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7.410 PLANT PROTECTION FENCE

NO TEXT ON THIS PAGE

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7.411 WATERING AND WEEDING DURING GUARANTEE PERIOD

A. Description of Work

1. Description:

The Contractor must provide all labor, material, tools and equipment necessary to maintain and cultivate the healthy growth of all plantings in the planted area during the plant guarantee period. Plant material will not be accepted unless the plants exhibit healthy growth and satisfactory foliage conditions.

2. Related Sections:

- a. Section 7.401 Landscaping for Terrestrial Zone and Wetland Zone

B. Requirements

The Contractor's responsibilities under this item consists of watering and weeding after installation as required to maintain installed plant material in a healthy and vigorous condition and to provide an acceptable growth medium, in accordance with the specifications and contract drawings throughout the three (3) year plant guarantee period.

Water all plants at least once per week between April 1 and October 31 with approximately 5 gallons per square yard (1 inch layer of water) per watering unless otherwise directed. Provide additional watering during periods of dry weather when required or when directed. Treat plants with good horticultural preventative or remedial measures to control insects, diseases or rodents. Areas containing permanent seed mixes with warm season grasses must not be watered.

Weeding must occur at least once per month during the growing season. Each weeding event must be performed to the satisfaction of the Restoration Specialist and Engineer. Weeding must be performed with hand tools only. Weeds must be bagged and removed from the site.

The Contractor must submit a watering and weeding plan and maintenance schedule prior to the installation of plant material, to be approved by the Engineer or Restoration Specialist. The water associated with the irrigation of the plantings is the responsibility of the Contractor to deliver to the site by their means and methods.

The approved plan and schedule do not relieve the Contractor in any way from any aspect of the replacement of dead plant material. The Landscape

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Subcontractor may alter the maintenance schedule based on weather and field conditions.

C. Measurement and Payment

The quantity to be measured for payment under this section must be the total number of hours necessary for one crew for the completion of the weeding and watering. The crew must consist of a minimum of two workers.

The contract price per crew hour for Weeding and Watering During Guarantee must be as indicated on the BID SCHEDULE OF PRICES, Item No. BMP-7.411-A. The unit price bid must include the costs for all labor, materials, equipment and incidental expenses necessary or required to complete the work in accordance with the plans and specifications to the satisfaction of the Engineer.

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7.412 SLOPE STABILIZATION

NO TEXT ON THIS PAGE

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7.413 TEMPORARY GOOSE EXCLUSION FENCE

A. Description of Work

Under this Item, the Contractor must furnish, install, maintain and remove the Temporary Goose Fence according to the Contract Drawings and the direction of the Engineer.

The fence must be a minimum of five (5) feet high above existing grade and the posts must be a non-tropical hardwood. The fence must completely enclose all planted areas so as to prevent geese from entering any newly planted site.

The Contractor must repair the fence as often as is necessary throughout the guarantee period. The Contractor must remove the entire fence at the end of the maintenance period, or as directed by the Engineer.

B. Submittals and Materials

The Contractor must submit the following samples or the manufacturer's catalog cuts for approval ten (10) days before beginning work:

1. Non-tropical hardwood stakes (untreated). In salt or brackish water environments, posts must be oak
2. Black Bi-oriented Utility Fence (TENAX C-Flex Pro, DF Supply Inc., Streetsboro, OH; HD Critterfence 1100, Critterfence, Chester, SC; Maximum Duty Perimeter Fence, Benner Fence Co., Allentown, PA or approved equal). The fencing must meet the following specifications:
 - a. Material: High density UV stabilized polyethylene plastic resin
 - b. Height: 60"
 - c. Weight per roll: 20 lbs
 - d. Nominal mesh opening: 1"
 - e. Tensile strength (range): 900 - 1,000 lbs/ft
 - f. Elongation at Break (%): 20%
 - g. 1/4" sisal or jute twine

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- h. 1" orange biodegradable flagging tape
- i. 1-1/2" galvanized roofing nails.
- j. 2" galvanized staples.
- k. 14" Nylon cable ties.

C. Execution

The goose fence must be installed by skilled laborers with proper tools and equipment for an aquatic environment within 1 day of completing each fifty (50) foot section of planting. Layout location of stakes according to the Contract Drawings. The Contractor must drive stakes so that they are level and 1' (min.) from the edge of proposed coir logs or wetland plugs. All broken or splintered stakes must be removed and replaced with new ones.

Install black bi-oriented utility fencing making sure that there is no space between the existing grade and the bottom of the fence. Fasten fence to stake by using 1-1/2" galvanized staples and 10" nylon ties. Close all gaps so that adjacent pieces of fence abut tightly together.

Attach twine to top of the stakes as shown on the Contract Drawings using 2" galvanized roofing nails. String must be pulled taught to reduce sagging. Tie ten (10) inch strips of orange biodegradable flagging tape along string every four feet. Work in one direction only. The Contractor must be responsible for removing the fence and all flagging tape at the end of the guarantee period for the wetland plants, or at the direction of the Engineer.

D. Measurement and Payment

The quantity to be measured for payment under this Section must be the total number of linear feet of fence furnished, installed, maintained and accepted in accordance with the Plans and Specifications and the directions of the Engineer.

The contract price per linear foot for Goose Exclusion Fence must be as indicated on the BID SCHEDULE OF PRICES, Item No. BMP-7.413. The unit price per linear foot must include all labor, materials, equipment and work incidental expenses necessary or required to complete the work in accordance with the plans and specifications and to the satisfaction of the Engineer.

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7.414 BMP AS-BUILT PLANS

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7.415-A WILDLIFE STRUCTURES

A. Description of Work

The Contractor must provide all material, labor, and equipment necessary to furnish and install Wildlife Structures as specified and shown on the Contract Drawing. The Wildlife Structures are to be multichambered bat houses, wood duck nest boxes, osprey nest boxes, and other perching/nesting structures as directed by the Restoration Specialist and Engineer. The location of the Wildlife Structures will be as per the direction of the Engineer and the Restoration Specialist.

B. Materials

As per the Contract Drawings.

C. Measurement and Payment

The quantity to be paid for under this item must be the number of Wildlife Structures installed in accordance with the Contract Drawings to the satisfaction of the Engineer.

The contract unit price per each Wildlife Structure installed must be as indicated on the BID SCHEDULE OF PRICES Item BMP 7.415-A. The unit bid price per Wildlife Structure must constitute full compensation for all labor, material, and equipment and incidental expenses necessary to complete the work as shown on the contract drawings and in accordance with the specifications to the satisfaction of the Engineer.

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7.416 GALVINIZED CHICKEN WIRE

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7.417 DEBRIS EXCLUSION FENCE

A. Description of Work

1. The Contractor must furnish all materials, labor, and equipment necessary to install the debris exclusion fence specified herein and as shown on the Contract Drawings, including all incidental and appurtenant work required for a complete job.

The debris exclusion fence must protect recently installed plant material from water borne debris and wrack. The Contractor must maintain the debris exclusion fence and make repairs as necessary and as directed by the Engineer during the landscaping and plant guarantee period of either of three (3) years beginning at the date of acceptance of the Landscaping work or the monitoring period indicated in the NYSDEC permit, whichever is longer. At the end of the permit monitoring period, the Contractor must remove the debris exclusion fence from the site and restore all areas disturbed by fencing removal to the satisfaction of the Engineer.

2. Submittals

Contractor must submit manufacturer catalog cut sheet and min 10” x 10” sample of material to the City and Engineer for approval thirty (30) days prior to installation. The Contractor must have written approval from the City or Engineer prior to installation.

B. Materials and Methods

The debris exclusion fence must be constructed with the following materials:

1. Furnish saltwater wire netting as follows:
 - a. 16-gauge galvanized poultry fencing or hardware cloth
 - b. 1.0-inch mesh opening minimum
 - c. galvanized after weaving
2. Posts: Furnish posts of the minimum sizes and weights as follows, 8-foot long, 2-inch square oak posts. Space posts 5 feet on center maximum, unless otherwise shown.
3. For connecting oak posts together Contractor must use minimum 16 gage high tensile wire.
4. Ties: For attaching netting to oak posts, use 16 inch high tensile

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polyethylene cable tie strips. For attaching netting to wire grid, use 1/8-inch-high tensile polyethylene cable tie strips. All ties must be ultraviolet light resistant.

5. Line posts must be spaced 5-feet on center maximum, unless otherwise shown.

The debris exclusion fence must be located where indicated on the Contract Drawings.

C. Maintenance

The debris exclusion fence must be inspected at minimum once per week during project construction and once per month following substantial completion until removed. Any repairs must be made immediately.

D. Measurement and Payment

The quantity to be measured for payment under this Section must be the total number of linear feet of debris exclusion fence furnished, installed and maintained in accordance with the Plans and Specifications and the directions of the Engineer.

The contract price per linear foot for Debris Exclusion Fence must be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.417. The unit price per linear foot must include all labor, materials, equipment and work incidental expenses required to complete the work in accordance with the plans and specifications and to the satisfaction of the Engineer. The cost of removal and disposal of the debris exclusion fence must be deemed included in the unit price.

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7.418 CLEAN SAND FOR RESTORED AREA

A. Description of Work

1. Description:

Under this item, the Contractor must provide clean sand for fill where indicated by the Contract Drawings and/or as directed by the Engineer.

The Contractor will be liable for any damage to property caused by fill operations and all areas of construction disturbed must be restored to their original condition to the satisfaction of the Engineer.

2. General Requirements:

a. Clean sand must comply with the following requirements:

- i. Sand must not be delivered in a frozen or muddy condition.
- ii. Clean sand must be free of invasive nonnative plant propagules.

b. Contractor must monitor the downgradient collection of fine sand particles and remove from the site as directed by the Engineer for period of at least one (1) month following final grading.

c. Clean Sand Submittal:

- i. The Contractor must supply information detailing the source and location of clean sand from off site and provide a sample of the sand to be used for inspection by the Engineer and Restoration Specialist prior to delivery of sand stockpile to the project site.
- ii. The Contractor must collect representative samples for every 200 cubic yards of the sand stockpile for particle size distribution analysis. The particle size distribution analysis must be performed by a certified materials testing laboratory.
- iii. The Contractor must supply a report that shows the geographic location of the sand stockpile, the sampling locations within the sand stockpile, describes the sampling methodology, and a provides a summary of the sampling results in both graphic and tabular format. The

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clean sand must be described using the Unified Soil Classification System (USCS) soil classifications and the USCS results must be compared to the United States Department of Agriculture Soil Classification System and provided in the summary report for approval by the Engineer. Clean sand may not be delivered to the project site until written approval has been given by the Engineer.

- iv. Testing shall be performed by an environmental testing laboratory certified by the NYSDOH Environmental Laboratory Accreditation Program (E.L.A.P.) and approved by the Engineer using Test Methods EPA 8260C (VOCs), EPA 8270D (SVOCs), EPA 8081B (Pesticides), EPA 8082A (PCBs) and EPA 6010C (Metals). Reference standards are those described by, but not necessarily limited to, Title 6 NYCRR Part 375-6.8(b) and the terms of this specification. Engineer shall contact the Environmental Remediation Unit at Capital-EnvRemed@parks.nyc.gov for all questions related to Environmental sampling and testing. The laboratory will send all test results directly to the Environmental Remediation Unit. Evaluation of environmental test results and acceptance or rejection of the Contractors proposed source by NYC Parks' Remediation Unit shall be considered final. Environmental sampling will be performed by the approved laboratory at the source of the clean sand.

B. Materials

1. Material must consist of sand, free of organic material, loam, debris, frozen soil or other deleterious material which may be compressible. The sand must be of uniform quality, friable, free from hard clods, stiff clay, hard pan, partially disintegrated stone, stones, lime, cement, ashes, slag, concrete, tar residues, tarred paper, gasoline, motor oil, or other petroleum hydrocarbons, boards, brush, weeds, stalks, roots, sods, chips, sticks or any other undesirable material. Invasive, nonnative seed will not be allowed in the clean sand material.
2. Clean sand must conform to the following gradation requirements:

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U.S. Std Sieve Size	Nominal Opening (mm)	Percent Finer	USCS Classification	USDA Classification
3/8"	9.51	100	Fine Gravel	Gravel
4	4.76	98-100		
10	2.00	95-100	Coarse Sand	
40	0.42	60-75	Medium Sand	Coarse Sand
60	0.25	25-50	Fine Sand	Medium Sand
100	0.149	0-5		Fine Sand
200	0.074	<2		Very Fine Sand

The uniformity coefficient ($C_u = D_{60}/D_{10}$) must be greater than 2 unless specified otherwise or directed by the Engineer.

C. Measurement and Payment

The quantity of clean sand to be paid for under this item must be the number of cubic yards of clean sand furnished from off-contract site sources (i.e. suppliers approved by the engineer), mixed, placed and incorporated in the completed work in accordance with the plans and specifications to the satisfaction of the Engineer, measured in trucks used for delivery, at the site of the work. The quantity of clean sand to be paid for under this item must be measured in cubic yards in trucks used for delivery. No clean sand may be permitted to be furnished until directed by the Engineer. Delivery ticket with name and address of vendor, date and estimated volume must be supplied to the Engineer prior to truck measurement.

The contract price per unit for Clean Sand for Restored Area must be as indicated on the BID SCHEDULE OF PRICES Item No. BMP-7.418. The bid price must be a unit price per cubic yard of Clean Sand, and must include the cost of all labor, materials and equipment necessary to prepare topsoil areas, furnish, mix, place and incorporate topsoil and compost, and all other work incidental thereto, in accordance with the plans and specifications to the satisfaction of the Engineer.

Measurement and payment for excavation associated with the installation of clean sand must be included in Item number BMP-7.304-A.

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7.419 TREE AND ROOT PRUNING

NO TEXT ON THIS PAGE

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7.500 SOIL EROSION AND SEDIMENTATION CONTROL MEASURES

Under soil erosion and sedimentation control work, the Contractor must provide all labor, materials, tools and equipment necessary to complete the execution of the work in complete accordance with the Specifications and all Contract Drawings. All Soil Erosion and Sedimentation Control work must be done in conformance with and subject to the renewed State Pollutant Discharge Elimination System (SPDES) General Permits for Discharges Stormwater from Construction Activity, GP-0-20-001, and the latest edition of the New York State Standards and Specifications for Erosion and Sediment Control, 2016, published by the New York State Department of Environmental Conservation, including, but not limited to, the following methods of erosion and sedimentation control.

1. Slopes left exposed will, within 30 working days of completion of any phase of grading, be planted or otherwise provided with ground cover device, or structures sufficient to restrain erosion.
2. A ground cover sufficient to restrain erosion must be planted or otherwise provided within 15 working days on that portion of the tract (disturbed area) upon which further active construction is not being undertaken.

The Contractor must submit for approval by the Engineer and NYSDEC, a written Erosion and Sedimentation Control Plan, prepared by a Certified Professional in Erosion and Sediment Control (CPESC), who is a Professional Engineer (P.E.) or under the supervision of a P.E. The Erosion and Sediment Control Plan must be signed and sealed by that CPESC and/or the supervising P.E. The Plan must comply with all conditions of all applicable permits issued by NYSDEC.

The Erosion and Sedimentation Control Plan must conform to the guidelines as set forth in the latest edition of the New York State Standards and Specifications for Erosion and Sediment Control, 2016 and the Contractor must implement the followings:

- No stockpiling of excavated material would be allowed in a manner or location that would permit erosion and its subsequent sedimentation in wetlands or other natural areas.
- No storage of soil must be permitted within the Contract limits. Soil is deemed to be for this requirement any sediment including material such as topsoil fill, sand, any excavated material, boulders, stones, cold patch, etc.

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- Storm sewers will be installed in a sequence and manner that reduces the time during which the tops of excavated areas would be exposed and vulnerable to erosion.
- At the end of each day's work, the street where sewers are being installed will be cleaned and swept to reduce the amount of soil that could potentially impact downstream areas as sediment. The Contractor must be required to have a street sweeper on the site.
- Use truck tracking pads at the construction access locations to remove sediment from the tires of the trucks and other construction equipment prior to driving on the adjacent streets.
- Utilize sediment basins, sediment traps and/or sediment filters in the erosion control plan to capture sediment from run-off and from water produced by dewatering operations.
- Use portable sediment tanks to remove sediment from water generated by dewatering operations. All water from dewatering must be treated before discharge into any surface water bodies, unless the turbidity of the effluent is less than the ambient level of the receiving water body as measured by the turbidity meter in standard units (i.e. NTU's).
- The Contractor must supply all portable equipment.
- Use construction limiting fence, and silt fence as shown on Contract Drawings, unless otherwise directed by the Engineer.
- Schedule work in wet areas, such as the mitigation site, during relatively dry summer months.
- Employ water diversions to direct the stream away from the area being worked on, so as to create drier conditions for in-stream work.
- Use temporary pumping sump to control water level at site.
- Prior to the start of construction activities, such as sewer installation, inspect all erosion control measures and continually monitor them, especially after each storm event.
- If the Contractor uses dewatering methods which produce effluent discharges, the Contractor must monitor each discharge effluent and receiving water body. Discharges must not cause substantial visible contrast to the natural condition in any receiving water body. A

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meter which records turbidity in standard units (i.e. NTUs) must be utilized to establish ambient conditions in each water prior to discharge. If any monitored turbidity level exceeds the ambient level of the receiving water body, the Contractor must ensure (e.g., by reducing the flow rate or otherwise adjusting the dewatering system) that no substantial visible contrast to the natural condition in the receiving water body occurs. The action(s) taken, or the decision not to take any action, must be recorded in the monitor’s log.

The Contractor will not receive any payment for the preparation of the Erosion and Sedimentation Control Plan. Installation of the Erosion and Sedimentation features and maintenance of them will result in payment for their respective items as described in Section 7.501 through 7.517. The work must take place at the mitigation and outfall site only and is not payment for street work or the installation of sewers; with the exception of the Erosion and Sediment Control Licensed Professional (Section 7.404-B). The Erosion and Sediment Control Licensed Professional must oversee construction and the installation of the sewers for the entire project.

The work must include items of work specified under the following sections:

<u>Section Number</u>	<u>Title</u>
7.501	Maintenance of Erosion Control Measures
7.504-A	Silt Fence
7.509-A	Stabilized Construction Entrance
7.510	Portable Sediment Tank
7.516	Turbidity Curtain

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7.501 MAINTENANCE OF EROSION CONTROL MEASURES

Maintenance/repair of the erosion and sediment control measures must be performed by the Contractor only as directed by the Engineer.

When, in the judgment of the Engineer and NYCDDC Construction Monitor, the soil erosion control measures have deteriorated to a point of not functioning adequately because of storm events, the Contractor must be notified to make the necessary repairs.

If the Engineer deems that the erosion control device was not adequately installed in the first place, repair of such a device must be the sole responsibility of the Contractor.

Damage to the erosion control measures caused by the construction activity of the Contractor is the responsibility of the Contractor. If the Engineer determines that the damage is the result of the Contractor's construction activity, then the Engineer must order that the devices are repaired. The Contractor must make the repairs at its own expense.

In the event that the erosion control measures are damaged as a result of vandalism by the general public, the Contractor must notify its insurance company and put forth a claim for remuneration to the said damage.

No separate payment will be made for this work of the specification. All costs must be included in the various Contract Items of this Contract.

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7.502 CONSTRUCTION LIMIT FENCE

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7.503 STAKED STRAW BALES

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7.504-A SILT FENCE

Silt Fence must conform to the requirements of the NYCDOT Standard Highway Specifications Section 9.30 Storm Water Pollution Preventions (Appendix B).

The contract price for the silt fence must be included in the lump sum price bid under Item number 9.30 of the NYCDOT Standard Highway Specifications.

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7.505 SAND BAGS

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7.506 SEDIMENT TRAP WITH FILTER

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7.507 SEDIMENT FILTER

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7.508 SEDIMENT BASIN

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7.509-A STABILIZED CONSTRUCTION ENTRANCE

A. Description of Work

The Contractor must furnish all materials, labor, and equipment necessary to construct the stabilized construction entrance specified herein and within the limits as shown on the Contract Drawings, including all incidental and appurtenant work required for a complete job.

Prior to the start of work, Contractor must submit stabilized construction entrance materials in accordance with the materials specified herein and the Contract Drawings for the approval of the Engineer. The Contractor must have written approval from the Engineer prior to installation.

Upon furnishing and installing the stabilized construction entrance but prior to commencing any other work on-site, the Contractor must notify the Engineer and arrange for an on-site inspection.

The entrance must be maintained in good condition and repaired as necessary by the Contractor during the construction phases as directed by the Engineer.

B. Materials and Methods

1. The entrance areas must be cleared and stripped of all vegetation, roots and other objectionable material prior to installation of the access way as specified.
2. Provide surface drainage and divert excess runoff to stabilized areas as required and as directed by the Engineer.
3. Rock - use NYSDOT Size No. 3 coarse aggregate.
4. Thickness - not less than six (6) inches for rock.
5. Width must be twenty-four (24) feet minimum.
6. Filter cloth must be placed over the entire area prior to placing of stone. Filter cloth must be as specified below.

Filter cloth underliner must be suitable for heavy duty construction traffic and have the following minimum properties:

Grab tensile strength (ASTM D5034)	220 lbs.
Elongation at failure (ASTM D5034)	60%
Mullen Burst Strength (ASTM D3786)	430lbs
Puncture Strength (ASTM D751)	125 lbs.
Equivalent opening size	40-80 mm

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Filter cloth must be TenCate Mirafi 600X, Beltech 315, TerraTexHD or approved equal.

7. Surface water - All surface water flowing or diverted toward construction entrances must be piped across the entrance. If piping is impractical, a mountable berm with 5:1 slopes will be permitted.
8. Maintenance - the entrance must be maintained in a condition which will prevent tracking or flowing of sediment onto public rights-of-way. All sediment spilled, dropped, washed or tracked onto public rights-of-way must be removed immediately.
9. When truck washing is required, it must be done on an area stabilized with stone and which drains into an approved sediment trapping device.
10. Periodic inspection and needed maintenance must be provided after each rain.
11. After completion of the project, the stabilized construction entrance must be removed and regraded to its original condition. Prior to grading and planting, the area must be tilled to lessen the compaction of the soils.

C. Maintenance

1. Maintenance of the stabilized construction entrance will include periodic inspection of the surface condition. Top dress with new gravel as needed. Any areas producing sediment should be treated immediately.
2. After completion of the project, the stabilized construction entrance must be removed and the areas regraded to their original elevations. Prior to seeding and planting, the areas must be tilled to lessen the compaction of the soils.
3. For those stabilized construction entrances that are in the beds of accessways, the rock can stay in place for use in accessways.

D. Measurement and Payment

The contract price for the stabilized construction entrance must be included in the lump sum price bid under Item number 9.30 of the NYCDOT Standard Highway Specifications.

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7.510 PORTABLE SEDIMENT TANK

Portable sediment tank must conform to the requirements of the NYCDOT Standard Highway Specifications Section 9.30 Storm Water Pollution Preventions (Appendix B).

The contract price for the portable sediment tank must be included in the lump sum price bid under Item number 9.30 of the NYCDOT Standard Highway Specifications.

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7.511 STORM DRAIN - INLET PROTECTION MEASURES

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7.512 DIRTBAG

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7.513 SURFACE WATER COLLECTOR

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CONTRACT WTM4SPRW

7.514 TEMPORARY WATER BARRIER

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7.515 JERSEY BARRIER

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DIVISION VII - DETAILED SPECIFICATIONS –
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7.516 TURBIDITY CURTAIN

A. Description of Work

1. The Contractor must furnish, deliver and install a turbidity curtain in the water body adjacent to the work area to trap sediment and prevent migration of silt from the work site into the water body. The turbidity curtain is an impenetrable barrier supported at the top through a flotation system and weighted at the bottom to achieve closure.
2. Prior to the start of work, Contractor must submit turbidity curtain in accordance with the materials specified herein and the Contract Drawings for the approval of the Engineer. The Contractor must have written approval from the Engineer prior to installation.
3. The turbidity curtain must be used when construction activity occurs along the water body shoreline. The turbidity curtain must be in place prior to any work starting in the work area before any land disturbance activities are initiated. The turbidity curtain must be removed within a week of completing the work.
4. The Turbidity Curtain must be located beyond the lateral limits of the work area and firmly anchored in place. The alignment must be set as close to the work area as possible but not so close as to be disturbed by construction equipment. The height of the curtain must be 20% greater than the depth of the water at Mean Higher High Water, to account for water level fluctuations and tidal range.
5. End anchors must be provided, with intermediate anchor points (for stakes or anchors) such that unanchored spans do not exceed 100 feet, sufficient to maintain the turbidity curtain in place.

B. Materials

1. Turbidity Curtain must be per New York State Standards and Specifications for Erosion and Sediment Control section 5.65 - Turbidity Curtain.
2. Turbidity Curtain must be made from monofilament woven polypropylene with the following properties, or approved equal:

Grab Strength	247 lbf (ASTM D-4632)
Trap Tear Strength	90 lbf (ASTM D-4533)
Puncture Strength	495 lbf (ASTM D-6241)
Apparent Opening Size (max.)	No. 50 (ASTM D-4751)

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Minimum Permittivity	0.4 sec ⁻¹ (ASTM D-4491)
Elongation	<50%, (ASTM D-4632)
UV Resistance	40 (ASTM D-4355)

3. Turbidity Curtain floats must be 6 inch diameter expanded polystyrene logs providing a minimum of 9 lbs/ft buoyancy.
4. Curtain must have 5/16 inch galvanized steel tension cable and 5/16 inch galvanized ballast chain, or approved equal.
5. Seams must be double sewn with grommets.
6. Barrier connection must be using marine grade quick connects.

C. Method

1. The area of proposed installation of the curtain must be inspected for obstacles and impediments that could damage the curtain or impair its effectiveness to retain sediment.
2. All materials must be removed at the end of construction so they do not enter the water body.
3. Shallow installations can be made by securing the curtain by staking rather than using a flotation system. Supplemental anchors of the turbidity curtain toe must be used, as needed, depending on water surface disturbances such as boats and wave action by winds.

D. Maintenance

1. The turbidity curtain must be inspected daily and repaired or replaced immediately.
2. When necessary, or as directed by the Engineer, sediment removal must be done by hand prior to removal of the barrier.
3. All removed silt must be stabilized away from the water body.
4. The barrier must be removed by carefully pulling it toward the construction site to minimize the release of attached sediment. Any floating construction or natural debris must be immediately removed to prevent damage to the curtain.

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5. If the curtain is oriented in a manner that faces the prevailing winds, frequent checks of the anchorage must be made.

E. Measurement and Payment

The quantity to be measured for payment under this Section must be the total number of linear feet, provided and placed, and removed upon the completion of work, as indicated on the Contract Drawings and as directed by the Engineer.

The contract price for the turbidity curtain must be included in the lump sum price bid Item number 9.30 of the NYCDOT Standard Highway Specifications.

* * * * *

**PARKS -
PAGES**

SPECIAL PARK SPECIFICATIONS

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.

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SECTION PK-4 - BIOLOGIST – CUSTOM

PK 4.1 INTENT:

The biologist will serve as an advisor to the Engineer, in consultation with the NYC Department of Parks and Recreation Interagency Coordination (NYC Parks) at Interagency@parks.nyc.gov, and to direct the Contractor to avoid endangering migratory birds or diamondback terrapin (*Malaclemys terrapin*) on-site in accordance with a NYC Parks Construction Permit for the proposed project.

PK 4.2 DESCRIPTION:

Migratory Birds. A portion of the work to be performed under this Contract is governed by the Migratory Bird Treaty Act of 1918 (“Treaty Act”), which is administered by the United States Fish and Wildlife Service. The Treaty Act is intended to ensure the sustainability of populations of all protected migratory bird species and prohibits the take (including killing, capturing, selling, trading, and transport) of protected migratory bird species without prior authorization by the Department of Interior U.S. Fish and Wildlife Service. Any activity which endangers bird breeding is considered a take and in violation of the Treaty Act.

The Contractor will engage the services of a Biologist, approved by the Engineer, for work related to migratory birds if tree removals are scheduled to take place between April 1st and October 31st, the breeding season for migratory birds observed on site. Services of a Biologist are not required if tree removal takes place from November 1st through March 31st.

The Biologist will survey all project areas, assess habitat viability, perform seasonally appropriate due diligence, and implement or recommend conservation best practices to prevent the direct or indirect impacts to migratory birds.

Diamondback Terrapins. Additionally, the work occurs in salt marsh wetlands adjacent to or in Jamaica Bay, a large estuarine environment with New York City’s largest concentration of diamondback terrapins. Diamondback terrapins:

- Nest in sandy, open-canopy uplands adjacent to salt marshes, with a peak of nesting in June, but nesting activity continues through the summer.
- Terrapins hatch from late summer through October, but some hatchlings remain buried in the nest through the following spring.
- Hatchlings and juvenile terrapins spend time in uplands and well-drained marshes adjacent to nesting areas, and require access to a source of freshwater. They seek cover under vegetation, wrack, and debris, and will bury themselves in the mud of high and low marshes.
- Terrapins go into torpor (like hibernation) by mid-November, once the water temperature drops to about 50 degrees F.
- Terrapins do not emerge until April/May, even on warm winter days.

Diamondback terrapins bury themselves in mud to overwinter. Some of the types of environments where they have been found include natural depressions on the bottom of creeks where they were covered by a thin layer of mud and 1.6 to 2.6 meters (5 to 8 feet) of water at

low tide. Others buried themselves 0.15 to 0.5 meters deep into the sides of creek banks in areas free of vegetation and underground roots. They may also overwinter beneath undercut banks in the intertidal zone.

The Biologist will survey all project areas, assess habitat viability, perform seasonally appropriate due diligence, and implement or recommend conservation best practices to prevent the direct or indirect impacts to diamondback terrapin. The Biologist will provide these services related to diamond terrapin throughout the year, as described and as approved by the Engineer.

The Contractor must furnish to the Engineer the Biologist's professional credentials for evaluation. Minimum required qualifications for the Biologist:

1. Must have a Master of Science in one of the natural sciences or a Bachelor of Science or Arts in the same field with field experience in ornithology and herpetology, environmental science or wildlife biology/ecology, or have equivalent professional experience.
2. Must have a minimum of five (5) years of previous experience in work of this nature and in completing the necessary submittals required under this Contract.
3. Be a person or firm regularly engaged in the business of wildlife habitat evaluation, with demonstrable capability in the work herein described.

At construction Notice-To Proceed, the Contractor is required to submit the names and resumes of at least three (3) prospective candidates to the Engineer for review and approval.

PK 4.3 METHODS:

The Biologist presence at site is required when directed by the Engineer. The Biologist's role will include, but not be limited to, the following work:

1. Providing equipment, material and qualified personnel.
2. Identify migratory bird habitat within the project limits in accordance with the Migratory Bird Treaty Act of 1918.
3. Perform habitat assessments and surveys across all project areas including sewer corridor, outfall, DOT lot, and mitigation sites in accordance with diamondback terrapin life history and implement or recommend interventions to prevent direct or indirect impacts to diamondback terrapins.
4. The Biologist will prepare and submit Reports to the Engineer following the completion of their assessment with reporting on a monthly basis as described below.

Prior to commencement of any tree removal operations, the Biologist will develop a written plan for the protection of nesting birds protection and submit a timeframe during which tree removal operations may commence without a pre-construction survey (November 1 to March 31) or with a preconstruction survey to identify the presence/absence of any nesting or migratory birds (April 1 to October 31) and with a plan to protect any observed migtoary birds (i.e., a migratory bird protection plan). This plan will be reviewed and approved by the Engineer and NYC Parks before any tree removal may begin.

If tree clearing is proposed in the April 1 to October 31 period, the Biologist will investigate the site for migratory bird habitat no more than seventy-two (72) hours prior to each tree removal event and inform the Engineer whether migratory birds are nesting in trees intended

for removal, thereby canceling the scheduled tree removal event at and around that location. The Biologist must document all findings within a brief written document (i.e., final migratory bird report) including but not limited to:

1. A plan with concise location including exact tree number (if included in the tree inventory)
2. Color photographs
3. Recommendations

If a migratory bird is found in a tree that has not been assigned a number in the tree inventory, the Biologist will assign the tree a number and indicate tree on a drawing. All information will be reported in a concise format. The Biologist will also clearly indicate when the trees are free of breeding birds and can be safely cleared.

Prior to commencement of any construction operations, the Biologist will develop a written wildlife protection workplan for diamondback terrapin preservation (i.e., diamondback terrapin protection plan) and submit a report to the Engineer, who will coordinate for NYC Parks review and approval detailing:

- Locations of diamondback terrapin habitat throughout the entire project area
- Potential conflicts between the construction and terrapin behaviour according to seasonal life history
- Recommendations for avoiding impacts
- Measures for managing sand stockpiles, which may be attractive habitat for terrapin nesting
- Measures for stabilizing, or isolating, newly graded or placed sand which may be attractive habitat for terrapin nesting
- Measures for eliminating undue attraction of the site to animals which may predate on terrapin nests (example.g., racoons and feral cats)
- Methods for surveying or spotting terrapins while working in tidal creeks and salt marsh wetlands between November and May when terrapins may be in torpor underneath the surface.
- Measures for handling terrapins if encountered during construction, especially if unearthed or encountered between November and May. If encountered during this period the Engineer, NYC Parks and a local wildlife rehabilitation authority should be contacted immediatly. No hatchlings, if found, are to be released to the wild. Captured terrapins are to be placed in containers without water in the shade and released.
- Identification of a suitable relocation habitat for adult terrapin
- Protocol for reporting impacts to terrapins.

The Biologist must document all findings within a brief written document (i.e., monthly diamondback terrapin report) including but not limited to:

- Field date to determine the presence/absence of diamondback terrapin along the project corridor and a description of any observations of diamondback terrapins and/or terrapin nests in the project area
- Measures implemented to protect terrapins during construction
- Coordinations with NYC Parks regarding diamondback terrapins

PK 4.4 SUBMITTALS:

The Contractor will submit the following to the Engineer for review and approval:

1. Qualifications of Biologist.
2. Detailed method of operations for review by Engineer (in consultation with NYC Parks) prior to start of work (i.e., migratory bird protection plan and diamondback terrapin protection plan).
3. Monthly Reports (i.e., month diamondback terrapin reports)
4. Final Report (i.e., final migratory bird report)

PK 4.5 MEASUREMENT:

The quantity to be measured for payment under this section BIOLOGIST –CUSTOM will be the time, measured in PERSON HOURS, that the Biologist actually performed the work as specified and to the satisfaction of the Engineer.

PK 4.6 PAYMENTS:

The contract price bid for BIOLOGIST –CUSTOM will be a unit price PER PERSON HOUR and will cover the cost of all labor, material, reports, plant, equipment, inspection, insurance, and incidentals required to complete the work, all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
PK 4	BIOLOGIST –CUSTOM	PERSON-HOUR (P/Hr)

SECTION PK-22 GA – TEMPORARY WOODEN TREE GUARD – CUSTOM
SECTION PK-22 GB - TEMPORARY WOODEN TREE GUARD FOR GROVES –
CUSTOM

PK-22 G.1. DESCRIPTION:

Under these Items, before commencing any work on the site, the Contractor will erect **TEMPORARY WOODEN TREE GUARD**, and/or **TEMPORARY WOODEN TREE GUARD FOR GROVES** around existing trees in accordance with the plans, specifications and direction of the Engineer with the project Certified Arborist (Item No.4.21). Also, the branches of existing trees will be tied up, when directed by the Engineer, to prevent injury during work on the site. Temporary Wooden Tree Guard is intended to protect individual trees. Temporary Wooden Tree Guard for Groves is intended to enclose and protect a group (or grove) of several trees.

PK-22 G.2. MATERIALS:

- (A) TREE GUARD: Lumber will be Yellow Pine, Douglas Fir or Spruce of the dimensions shown on the plans. Nails must be galvanized. No paint is required. All work must be done in a neat and workmanlike manner to the satisfaction of the Engineer.
- (B) HIGH DENSITY POLYETHYLENE (HDPE) MESH: Color will be orange
- (C) LINE POST/STAKE: Line Post/Stake will be No. 4 rebar.

PK-22 G.3. INSTALLATION:

The temporary wooden tree guards must be installed where shown on the contract drawings and as directed by the Engineer. Guards to be installed with line posts/stakes securely attached with No. 4 rebar attached with galvanized wire to the wooden posts and driven a minimum of two (2) feet into the ground, or as directed by the Engineer, without damage to existing trees. If any Temporary Wooden tree Guards are damaged during the course of the work, they must be immediately repaired or replaced by a new Temporary Wooden Tree Guard at no additional expense.

HDPE mesh will be attached to the outside of the tree guard, straight and taut, with no stretching or sagging, and secured using galvanized wire or staples. Work is to be done in a neat and workmanlike manner. All extra mesh shall be trimmed or properly secured.

Temporary Wooden Tree Guards must remain in place and not be moved or removed without written permission of the Engineer, or their designated representative until all work which might cause damage or defacement to the trees has been completed. Upon completion of the work to the satisfaction of the Engineer, the Contractor will remove and dispose of completely all Temporary Wooden Tree Guards.

PK-22 G.3. METHOD OF MEASUREMENTS:

The quantity of **TEMPORARY WOODEN TREE GUARD** to be paid for under Item PK-22 GA will be the number of **EACH** individual tree guards, furnished, erected and removed in accordance with the plans, specifications, and directions of the Engineer.

The quantity of **TEMPORARY WOODEN TREE GUARD FOR GROVES** to be paid for under Item PK-22 GB will be the number of **LINEAR FEET** of tree guard furnished, erected and removed in accordance with the plans, specifications and directions of the Engineer

PK-22 G.4. METHOD OF PAYMENTS:

The contract price for Item PK-22 GA will be a unit price for **EACH** for **TEMPORARY WOODEN TREE GUARD** and must include the cost of all labor, materials, and equipment required to furnish, erect and remove the tree guard, including posts/stakes, HDPE mesh, hand excavation, if required, all hardware and tying of tree branches and all incidental expenses necessary to complete the work in accordance this the plans and specifications, t the satisfaction of the Engineer.

The contract price for Item PK-22 GB will be a unit price per **LINEAR FOOT** of **TEMPORARY WOODEN TREE GUARD FOR GROVES** and must include the cost of all labor, materials, and equipment required to furnish, erect and remove the tree guard, including posts/stakes, HDPE mesh, hand excavation, if required, all hardware and tying of tree branches and all incidental expenses necessary to complete the work in accordance this the plans and specifications, t the satisfaction of the Engineer.

Payment will be made as follows:

50% Payment – Upon initial installation

50% Payment – At final inspection, having maintained the Temporary Wooden Tree Guard for the life of the contract to the satisfaction of the Engineer.

Payment will be made under:

Item No.	Description	Pay Unit
PK-22 GA	TEMPORARY WOODEN TREE GUARD – CUSTOM	EACH
PK-22 GB	TEMPORARY WOODEN TREE GUARD FOR GROVES – CUSTOM	L.F.

ITEM NO. PK-22 IR-FS

INVASIVES REMOVAL – SINGLE APPLICATION FOLIAR SPRAY – CUSTOM

PK-22IRFS.1 **DESCRIPTION:** Under this item, the Contractor will perform all work necessary to complete **INVASIVES REMOVAL – SINGLE FOLIAR SPRAY- CUSTOM** in accordance with the plans, specifications, and directions of the Engineer, or his/her designated representative, in consultation with the project Restoration Specialist - Construction Monitor (RSCM) and NYC Department of Parks and Recreation Interagency Coordination (NYC Parks) at Interagency@parks.nyc.gov.

PK-22IRFS.2 **SEQUENCING AND SCHEDULING**

All treatments will be performed as to the satisfaction of the Agency and per the direction of the Engineer (with RSCM and NYC Parks) or his/her designated representative. Unless otherwise directed, the sequence of work will be as follows:

Apply a single foliar application of herbicide to designated invasive species, including herbaceous species, annual vines, or woody vines between June 1st and October 1st.

NO PLANTING MAY BE DONE WITHIN 30 DAYS OF LAST HERBICIDE TREATMENT UNLESS OTHERWISE DIRECTED BY ENGINEER (WITH RSCM AND NYC PARKS) OR HIS/HER DESIGNATED REPRESENTATIVE.

PK-22IRES.3 **QUALITY CONTROL**

HERBICIDE APPLICATOR REQUIREMENTS: Herbicides must be applied by a NYSDEC Certified Applicator in accordance with the product label and all Federal, State and Local rules and regulations. The applicator and other personnel present on the site during herbicide application must be outfitted with proper protective gear and clothing as indicated by the New York State Department of Environmental Conservation (NYSDEC) and/or the herbicide manufacturer. All spray crews will consist of a minimum of two (2) persons. At least one (1) person on each crew engaged in the application of herbicides must be certified by the NYSDEC as a Commercial Pesticide Applicator licensed in the appropriate category- Category 3A for Ornamentals, Shade Trees, and Turf; Category 5A for Aquatic Vegetation Control; Category 6A for Rights-of-Way Vegetation Control.

NEIGHBORHOOD NOTIFICATION LAW

The contractor must comply with all provisions of the Neighborhood Notification Law with NYSDEC (6 NYCRR Part 325, Section 41) and NYC (Local Law 36) regulations, including but not limited to the following:

1. Written notification of adjacent property owners.
2. Signage and applicable dates at all potential points of public access, including but not limited to the major points of access as directed by the Engineer or his/her designated representative.
3. The Engineer or his/her designated representative may require additional measures as deemed necessary to provide ample notification and to prevent the public from entering

the treatment area during the potentially harmful period of exposure.

RESTORATION SPECIALIST – CONSTRUCTION MONITOR

Work undertaken within designated wetland areas will be done under the full-time, on-site supervision of a Restoration Specialist – Custom Monitor, paid for by the Contractor: Specification SECTION 4.21 RS_RESTORATION SPECIALIST – CONSTRUCTION MONITOR - CUSTOM.

PK-22IRFS.4 PERMITTING AND APPROVALS

The contractor will be responsible for securing all applicable permits prior to the start of work.

The Contractor must obtain an Aquatic Pesticide Permit from NYSDEC prior to spraying whenever herbicide work is performed directly over open or standing water, or at the determination of the Engineer (with RSCM and NYC Parks). The Contractor must obtain a Freshwater Wetland Work Permit wherever work when work is within 100 feet of a freshwater wetland. The Contractor must obtain a Tidal Wetlands Work Permit when work is within 150 feet AND below the 10-foot contour of a tidal wetland. If work under an appropriate permit is performed, the applicable permit notice shall be posted on site in clear view for the duration of the contract period. All payments for Permits will be made in accordance with Item 34, Allowance for DEC Permit Fees.

PK-22IRFS.5 MATERIALS

HERBICIDES: Depending on the target species, method of application and site conditions, the Engineer (with RSCM and NYC Parks) may direct the use of one or a combination of the following herbicide products: Galron 4 Ultra, Vastlan or Clearcast (or Engineer-approved equals that are registered in NYS and approved for use in NYC), at concentrations up to 5% solution, as consistent with product labels.

At the Engineer's (with RSCM and NYC Parks) direction, herbicide products may be used in conjunction with one or a combination of the following adjuvants: Chemsurf 90, Arborchem Non-Petroleum Distillate, or MSO Concentrate, at concentrations up to 5% solution, as consistent with product labels.

At the Engineer's (with RSCM and NYC Parks) direction, the Contractor will include a spray indicator (Hi-Light Blue or approved equal that is approved for use in NYC) at mixture rate of 15 mL dye per gallon of herbicide solution.

PK-22IRFS.6 EQUIPMENT

The contractor must furnish equipment suitable for the methods and procedures specified herein.

Hand-held, back-pack or mechanical power spray equipment may be used. The type of equipment will be approved by the Engineer (with RSCM and NYC Parks) or his/her designated representative. Equipment will be tested for calibration (rate of application) and be clean, sound and free of leakage.

WETLAND WORK: When working in wetlands or similarly sensitive areas, the contractor may be directed to protect soil profiles and/or plant roots from damage by machinery. Protections may include but are not limited to 1) a requirement that all vehicles used in sensitive sites be tracked and not wheeled, 2) use of marsh mats or similar devices at the direction of the Engineer (with RSCM and NYC Parks) or his/her designated representative, to distribute the weight of machinery, 3) requirement that work be conducted by hand in areas where conditions prevent safe use of machinery, or where machinery use would cause significant damage to the soil or plant community, as determined by the Engineer (with RSCM and NYC Parks) or his/her designated representative.

PK-22IRFS.7 EMERGENCY PRECAUTIONS AND EQUIPMENT

The contractor must provide and have available on site the following:

1. Written health and safety plan including:
 - a. Phone numbers for poison control.
 - b. Phone number and map to the nearest accessible local hospitals with emergency room facilities.
2. First-aid kits including, at a minimum:
 - a. A portable eye-wash kit or eyewash bottles with buffered isotonic eyewash.
 - b. At least three gallons potable water (additional required for wash-up at the completion of work day).
 - c. Hand or body soap.
 - d. Paper or other disposable towels.
3. The contractor must also provide equipment for emergency spill response including shovels, heavy-duty plastic garbage bags, adequate absorbing material, neutralizers and a stiff broom.

PK22-IRFS.8 CONSTRUCTION DETAILS

DELINEATION OF TREATMENT AREAS: Prior to the start of each treatment, the contractor will mark the limits of the work with surveyor's flagging tape or other suitable means. The contractor must notify Engineer (with RSCM and NYC Parks) or his/her designated representative and request approval of treatment area at least five (5) days in advance of the proposed treatment. Final determination of the exact limits of the area to be treated with herbicide must be as approved by the Engineer with NYC Parks.

PROTECTION: Prior to the start of work, the Contractor will carefully protect against damage all existing trees, plants and other features to remain. The Contractor will be liable for any damage to such trees, plants, park features and other property caused by Invasives removal operations and all damaged property will be replaced or restored to its original condition to the satisfaction of the Engineer (with RSCM and NYC Parks) or his/her designated representative at the Contractor's expense.

GENERAL: Use methods indicated on Site Work Maps or as directed by the Engineer (with RSCM and NYC Parks) or his/her designated representative.

Before application begins, the Contractor and Applicator will thoroughly survey the site and its surrounding area and carefully note all environmental and human factors which may be adversely affected by the intended herbicide application. These factors may include but are not limited to: illegal entry into the work area by people and pets; proximity to bodies of water and drainage ditches; crops grown for human consumption; existing valuable plants including large trees and roots both on and off the site and slopes with the potential for erosion problems. Potential environmental problems should be brought to the attention of the Engineer (with RSCM and NYC Parks) or his/her designated representative. The Engineer (with RSCM and NYC Parks) may suggest an alternate application strategy or eliminate the application at sensitive areas. Any off-target damage to the environment will be the responsibility of the Contractor and applicator.

All invasive removal work must comply with applicable all Federal, State and Local laws and regulations with regard to herbicide use, including the requirements of NYSDEC and NYC Local Law 36 and with regard to warning signs and neighborhood notification.

Herbicides must not be applied when wind speed is greater than 5 miles per hour. Or when the temperature is above 80 degrees Fahrenheit or when foliage or vegetation to be treated is wet, suffering from drought or entering the dormant stage. If rain occurs within 6 hours of herbicide application, re- application may be required as per the decision of the Engineer (with RSCM and NYC Parks) or his/her designated representative.

All equipment will operate at the lowest feasible pressure and use spray nozzles which maximize droplet size to reduce the possibility of drift and off-target damage. A nozzle shield may also be required by the Engineer (with RSCM and NYC Parks) or his/her designated representative when target plants exist amongst desirable plants.

The applicator and all workers within the target area must wear proper safety equipment during the 24 hours following application. The Contractor must make sure that no person enters the target area without wearing proper safety equipment within 24 hours of application.

Should a major spill (greater than 5 gallons) of herbicide occur, the Contractor must immediately contact the NYSDEC Bureau of Pesticides, the Engineer (with RSCM and NYC Parks) or his/her designated representative and take all actions to neutralize damage to the environment.

No herbicide may be disposed of on or off the work site except with strict compliance of the manufacturer's label and NYSDEC regulations. The contractor must remove and properly dispose of all contaminated containers, gloves, protective gear and the like. The applicator may not clean out any equipment on or near the worksite. All herbicides and application equipment must be kept safe and securely locked during the period of work to prevent injury to unauthorized persons.

The NYSDEC Commercial Certified Pesticide Applicator(s) is (are) solely responsible for all matters of safety, efficacy, notification, reporting and compliance with all applicable laws and

regulations.

Water must be clean, fresh water from municipal sources and not taken from sources with suspended sediments.

METHOD – SINGLE APPLICATION FOLIAR SPRAY:

Herbicide will be sprayed on designated vegetation, thoroughly saturating the plant material without causing excessive dripping. Spray coverage must be uniform and complete. In areas larger than ¼ acre, herbicide will be applied in a crossing row pattern- 1 row perpendicular to the other row.

If planting has taken place great care must be taken to not let any herbicide touch new plantings. Avoid excessive application so as to prevent run-off onto the ground. Dead plants may be left in place.

PK-22IRFS.9 SUBMITTALS:

The contractor will submit the following prior to each application:

- At least 3 weeks prior to the start of work, submit a Work Plan describing intended operations, start date, scheduling, chemical treatments and personnel for work within designated wetland areas.
- A written health and safety plan as described in Section **PK-22 IR-FS.7**.
The product intended for use and the associated Material Safety Data Sheets (MSDS).
- The proposed application methodology and rate and a written calibration process for the application of such chemicals.
- Documentation of Applicator's license(s) for the staff performing the work.
- An Aquatic Pesticide Permit from NYSDEC must be obtained prior to spraying, as applicable.
- Record of herbicide treatments completed on site in the form of all daily reports, signed by the NYSDEC Licensed Applicator.

The contractor will submit a copy of the following on a weekly basis when herbicide application work is being performed: The Contractor will keep daily records of all application work including the licensed applicator(s) name(s), certification number(s), date, location, tank mix, amount of restricted- use herbicides applied, US EPA registration number, rate of application, method of application, target plant and weather conditions. These records will be shown to the Engineer or his/her designated representative at the end of each day's application or more frequently as requested by the Engineer or his/her designated representative. At the completion of each week of application work, a copy of these records must be signed by the Applicator and submitted to the Engineer or his/her designated representative.

PK-22IRFS.10 MEASUREMENT AND PAYMENT: The quantity of **INVASIVES REMOVAL - SINGLE APPLICATION FOLIAR SPRAY- CUSTOM** to be paid for will be the number of **SQUARE YARDS** of the method in accordance with the plans, specifications and directions of the Engineer or his/her designated representative.

The price bid will be calculated based upon the unit price per **SQUARE YARD**. The price bid

will include all labor, materials, and equipment, including necessary permits, required to complete the work as per the contract documents and to the satisfaction of the Project Manager or his/her designated representative.

Payment for work performed under this item will be made as follows:
Upon satisfactory completion of initial herbicide application – 100%

Payment will be made under:

Item No.	Item	Pay Unit
PK-22 IR-FS	INVASIVES REMOVAL – SINGLE APPLICATION FOLIAR SPRAY – CUSTOM	S.Y.

ITEM NO. PK-22 IRHP
INVASIVES REMOVAL - HERBACEOUS PLANTS - MOW AND SPRAY METHOD - CUSTOM

PK-22 IRHP.1 DESCRIPTION

Under this item, the Contractor will perform all work necessary to complete **INVASIVES REMOVAL - HERBACEOUS PLANTS - MOW AND SPRAY METHOD – CUSTOM** in accordance with the plans, specifications, and directions of the Engineer or his/her designated representative in consultation with the project Restoration Specialist - Construction Monitor (RSCM) and NYC Department of Parks and Recreation Interagency Coordination (NYC Parks) at Interagency@parks.nyc.gov.

PK-22 IRHP.2 SEQUENCING AND SCHEDULING

All treatments will be performed as to the satisfaction of the Agency and per the direction of the Engineer (with RSCM and NYC Parks) or his/her designated representative. Unless otherwise directed, the sequence of work will be as follows:

Mow and Spray Method:

- Perform initial mow of all invasive herbaceous plants and annual vines in designated area between November 1st and March 1st.
- Perform first herbicide application to designated herbaceous species and annual vines between June 1st and June 30th.
- Mow dead vegetation, no earlier than 30 days following first herbicide application
- Perform follow-up herbicide application to any regrowth of vegetation at least 60 days after initial treatment, but no later than October 1st.

NO PLANTING MAY BE DONE WITHIN 30 DAYS OF LAST HERBICIDE TREATMENT UNLESS OTHERWISE DIRECTED BY THE ENGINEER (WITH THE RSCM AND NYC PARKS) OR HIS/HER DESIGNATED REPRESENTATIVE.

PK-22 IRHP.3 QUALITY CONTROL

HERBICIDE APPLICATOR REQUIREMENTS: Herbicides must be applied by a NYSDEC Certified Applicator in accordance with the product label and all Federal, State and Local rules and regulations. The applicator and other personnel present on the site during herbicide application must be outfitted with proper protective gear and clothing as indicated by the New York State Department of Environmental Conservation (NYSDEC) and/or the herbicide manufacturer. All spray crews will consist of a minimum of two (2) persons. At least one (1) person on each crew engaged in the application of herbicides must be certified by the NYSDEC as a Commercial Pesticide Applicator licensed in the appropriate category- Category 3A for Ornamentals, Shade Trees, and Turf; Category 5A for Aquatic Vegetation Control; Category 6A for Rights-of-Way Vegetation Control.

NEIGHBORHOOD NOTIFICATION LAW

The contractor must comply with all provisions of the Neighborhood Notification Law, NYSDEC (6 NYCRR Part 325, Section 41) and NYC (Local Law 36) regulations, including but not limited to the following:

1. Written notification of adjacent property owners.
2. Signage and applicable dates at all potential points of public access, including but not limited to the major points of access as directed by the Engineer or his/her designated representative.

3. The Engineer or his/her designated representative may require additional measures as deemed necessary to provide ample notification and to prevent the public from entering the treatment area during the potentially harmful period of exposure.

WETLAND RESTORATION SPECIALIST – CONSTRUCTION MANAGER

Work undertaken within designated wetland areas shall be done under the full-time, on-site supervision of a Restoration Specialist – Construction Monitor, paid for by the Contractor: Specification SECTION 4.21 RS RESTORATION SPECIALIST – CONSTRUCTION MONITOR - CUSTOM.

PK-22 IRHP.4 PERMITTING AND APPROVALS

The contractor will be responsible for securing all required state, federal and local permits prior to the start of work.

An Aquatic Pesticide Permit from NYSDEC must be obtained prior to spraying whenever herbicide work is performed directly over open or standing water, or at the determination of the Engineer (with RSCM and NYC Parks). A NYSDEC Freshwater Wetland Work Permit must be obtained when work is within 100 feet of a freshwater wetland. A NYSDEC Tidal Wetlands Work Permit must be obtained when work is within 150 feet AND below the 10-foot contour of a tidal wetland. If work under an appropriate permit is performed, the applicable permit notice shall be posted on site in clear view for the duration of the contract period.

PK-22 IRHP.5 MATERIALS

HERBICIDES: Treatment materials differ in uplands and wetlands. At the direction of the Engineer (with RSCM and NYC Parks), all products listed below may be substituted with Engineer approved equals that are registered in NYS and approved for use in NYC.

Upland Area Materials:

Garlon 4 Ultra- 2% solution of herbicide in water.
Chemsurf 90- 1% solution of adjuvant in water.

Rodeo 2% solution of herbicide in water
Chemsurf 90- 1% solution of adjuvant in water

OR

Cidekick I or Cidekick II – 1% in water

Wetland Area Materials:

Vastlan- 2% solution of herbicide in water.
Chemsurf 90- 1% solution of adjuvant in water.

At the Engineer's direction, the Contractor shall include a spray indicator (Hi-Light Blue or approved equal that is approved for use in NYC) at mixture rate of 15 mL dye per gallon of herbicide solution.

PK-22 IRHP.6 EQUIPMENT

The contractor shall furnish equipment suitable for the methods and procedures specified herein.

Hand-held, back-pack or mechanical power spray equipment may be used. The type of equipment will be approved by the Engineer or his/her designated representative. Equipment will be tested for calibration (rate of application) and be clean, sound and free of leakage.

WETLAND WORK: When working in wetlands or similarly sensitive areas, the Contractor may be directed to protect soil profiles and/or plant roots from damage by machinery. Protections may include but are not limited to 1) a requirement that all vehicles used in sensitive sites be tracked and not wheeled, 2) use of marsh mats or similar devices at the direction of the Engineer (with RSCM and NYC Parks) or his/her designated representative, to distribute the weight of machinery, 3) requirement that work be conducted by hand in areas where conditions prevent safe use of machinery, or where machinery use would cause significant damage to the soil or plant community, as determined by the Engineer (with RSCM and NYC Parks) or his/her designated representative.

PK-22 IRHP.7 EMERGENCY PRECAUTIONS AND EQUIPMENT

The contractor shall provide and have available on site the following:

1. Written health and safety plan including:
 - a. Phone numbers for poison control.
 - b. Phone number and map to the nearest accessible local hospitals with emergency room facilities.
2. First-aid kits including, at a minimum:
 - a. A portable eye-wash kit or eyewash bottles with buffered isotonic eyewash.
 - b. At least three gallons potable water (additional required for wash-up at the completion of work day).
 - c. Hand or body soap.
 - d. Paper or other disposable towels.
3. The contractor shall also provide equipment for emergency spill response including shovels, heavy-duty plastic garbage bags, adequate absorbing material, neutralizers and a stiff broom.

PK-22 IRHP.8 CONSTRUCTION DETAILS

DELINEATION OF TREATMENT AREAS: Prior to the start of each treatment, the contractor shall mark the limits of the work with surveyor's flagging tape or other suitable means. The contractor shall notify the Engineer or his/her designated representative and request approval of treatment area limits at least five (5) days in advance of the proposed treatment. Final determination of the exact limits of the area to be treated with herbicide shall be as approved by the NYC Department of Parks, Forestry, Horticulture & Natural Resources Division.

PROTECTION: Prior to the start of work, the Contractor shall carefully protect against damage all existing trees, plants and other features to remain. The Contractor shall be liable for any damage to such trees, plants, park features and other property caused by invasives removal operations, and all damaged property shall be replaced or restored to its original condition to the satisfaction of the Engineer or his/her designated representative at the Contractor's expense.

GENERAL: Use methods indicated on Site Work Maps or as directed by the Engineer or his/her designated representative.

Before application begins, the Contractor and Applicator shall thoroughly survey the site and its

surrounding area and carefully note all environmental and human factors which may be adversely affected by the intended herbicide application. These factors may include but are not limited to: illegal entry into the work area by people and pets; proximity to bodies of water and drainage ditches; crops grown for human consumption; existing valuable plants including large trees and roots both on and off the site and slopes with the potential for erosion problems. Potential environmental problems should be brought to the attention of the Engineer (with RSCM and NYC Parks) or his/her designated representative. The Engineer may suggest an alternate application strategy or eliminate the application at sensitive areas. Any off-target damage to the environment shall be the responsibility of the Contractor and applicator.

All invasive removal work shall comply with applicable Federal, State and Local laws and regulations with regard to herbicide use, including the requirements of NYSDEC and NYC Local Law 36 and with regard to warning signs and neighborhood notification.

Herbicides shall not be applied when wind speed is greater than 5 miles per hour. Or when the temperature is above 80 degrees Fahrenheit or when foliage or vegetation to be treated is wet, suffering from drought or entering the dormant stage. If rain occurs within 6 hours of herbicide application, re-application may be required as per the decision of the Engineer (with RSCM and NYC Parks) or his/her designated representative.

All equipment will operate at the lowest feasible pressure and use spray nozzles which maximize droplet size to reduce the possibility of drift and off-target damage. A nozzle shield may also be required by the Engineer or his/her designated representative when target plants exist amongst desirable plants.

The applicator and all workers within the target area shall wear proper safety equipment during the 24 hours following application. The Contractor shall make sure that no person enters the target area without wearing proper safety equipment within 24 hours of application.

Should a major spill (over 5 gallons) of herbicide occur, the Contractor must immediately contact the NYSDEC Bureau of Pesticides, the Engineer or his/her designated representative and take all actions to neutralize damage to the environment.

No herbicide may be disposed of on or off the work site except with strict compliance of the manufacturer's label and NYSDEC regulations. The contractor shall remove and properly dispose of all contaminated containers, gloves, protective gear and the like. The applicator may not clean out any equipment on or near the worksite. All herbicides and application equipment shall be kept safe and securely locked during the period of work to prevent injury to unauthorized persons.

The NYSDEC Commercial Certified Pesticide Applicator(s) is (are) solely responsible for all matters of safety, efficacy, notification, reporting and compliance with all applicable laws and regulations. Water must be clean, fresh water from municipal sources and not taken from sources with suspended sediments.

METHOD – MOW AND SPRAY:

Designated annual vegetation shall be mowed to a height of no more than 6" (inches), with all cut material mulched or thatched to a maximum particle length of 6" (inches). Contractor shall leave mowed and mulched plant material on site. The designated vegetation shall then be allowed to grow for

at least 30 days until the designated window of time for herbicide application.

Herbicide shall be sprayed on designated annual vegetation, thoroughly saturating the plant material without causing excessive dripping. Spray coverage shall be uniform and complete. In areas larger than ¼ acre, herbicide shall be applied in a crossing row pattern- 1 row perpendicular to the other row.

Dead plant material shall be mowed no less than 14 days after herbicide application to a height of no more than 6" (inches) with all cut material mulched or thatched to a maximum particle length of 6" (inches). Contractor shall leave mowed and mulched plant material on site.

FOLLOW-UP TREATMENT: Regrowth of treated plant material shall receive a follow-up treatment using the spray method as outlined above. The follow-up treatment shall be scheduled as per the Scheduling and Sequencing section of this specification and as per the Engineer (with RSCM and NYC Parks) or his/her designated representative.

Regrowth shall have a follow-up treatment performed no less than 60 days after initial treatment. If planting has taken place great care shall be taken to not let any herbicide come in contact with new plantings. Avoid excessive application so as to prevent run-off onto the ground. If no planting has taken place, foliar spray method should be used. Dead plants may be left in place.

PK-22 IRHP.9 SUBMITTALS:

The contractor shall submit the following prior to each application:

- At least 3 weeks prior to the start of work, submit a Work Plan describing intended operations, start date, scheduling, chemical treatments and personnel for work within designated wetland areas.
- A written health and safety plan as described in Section **PK-22 IR-HP.7**.
- The product intended for use and the associated Material Safety Data Sheets (MSDS). The proposed application methodology and rate and a written calibration process for the application of such chemicals.
- Documentation of Applicator's license(s) for the staff performing the work.
- An Aquatic Pesticide Permit from NYSDEC must be obtained prior to spraying, as applicable.
- Record of herbicide treatments completed on site in the form of all daily reports, signed by the NYSDEC Licensed Applicator.

The contractor shall submit a copy of the following on a weekly basis when herbicide application work is being performed: The Contractor shall keep daily records of all application work including the licensed applicator(s) name(s), certification number(s), date, location, tank mix, amount of restricted-use herbicides applied, US EPA registration number, rate of application, method of application, target plant and weather conditions. These records shall be shown to the Engineer or his/her designated representative at the end of each day's application or more frequently as requested by the Engineer or his/her designated representative. At the completion of each week of application work, a copy of these records shall be signed by the Applicator and submitted to the Engineer or his/her designated representative.

PK-22 IRHP.10 MEASUREMENT AND PAYMENT

The quantity of **INVASIVES REMOVAL HERBACEOUS PLANTS MOW AND SPRAY METHOD - CUSTOM** to be paid for shall be the number of **SQUARE YARDS** of this method in accordance with the plans, specifications and directions of the Engineer or his/her designated representative.

The price bid shall be calculated based upon the unit price per **SQUARE YARDS**. The price bid shall include all labor, materials, and equipment, including necessary permits, required to complete the work as per the contract documents and to the satisfaction of the Engineer or his/her designated representative.

Payment for work performed under these items shall be made as follows:

MOW AND SPRAY METHOD

Upon satisfactory completion of initial mow AND herbicide application - 50%

Upon satisfactory completion of 2nd mow and follow-up herbicide treatment - 50%

Payment will be made under:

Item No.	Item	Pay Unit
PK-22 HP	INVASIVES REMOVAL - HERBACEOUS PLANTS - MOW AND SPRAY METHOD - CUSTOM	S.Y.

ITEM NO. PK-22 IR-K
INVASIVES REMOVAL - KNOTWEED - SPRAY AND CUT METHOD – CUSTOM

PK-22 IR-K.1 DESCRIPTION:

Under these items, the Contractor will perform all work necessary to complete **INVASIVES REMOVAL KNOTWEED - SPRAY AND CUT METHOD - CUSTOM** in accordance with the plans, specifications, and directions of the Engineer or his/her designated representative, in consultation with the project Restoration Specialist - Construction Monitor (RSCM) and NYC Department of Parks and Recreation Interagency Coordination (NYC Parks) at Interagency@parks.nyc.gov.

PK-22 IR-K.2 SEQUENCING AND SCHEDULING:

All treatments will be performed as to the satisfaction of the Agency and per the direction of the Engineer or his/her designated representative (with RSCM and NYC Parks). Unless otherwise directed, the sequence of work will be as follows:

Spray and Cut Method:

- Perform first herbicide application between June 1st and June 30th.
- Mow dead vegetation, no sooner than 30 days following first herbicide application.
- Perform second herbicide application, no sooner than forty-five (45) following first application, and no later than September 30th.
- Mow dead vegetation, no sooner than 30 days following second herbicide application.

NO PLANTING MAY BE DONE WITHIN THIRTY (30) DAYS OF LAST HERBICIDE TREATMENT UNLESS OTHERWISE DIRECTED BY ENGINEER (WITH RSCM AND NYC PARKS) OR HIS/HER DESIGNATED REPRESENTATIVE.

PK-22 IR-K.3 QUALITY CONTROL:

HERBICIDE APPLICATOR REQUIREMENTS: Herbicides must be applied by a NYSDEC Certified Applicator in accordance with the product label and all Federal, State and Local rules and regulations. The Applicator and other personnel present on the site during herbicide application must be outfitted with proper protective gear and clothing, as recommended by the New York State Department of Environmental Conservation (NYSDEC) and/or the herbicide manufacturer. All spray crews will consist of a minimum of two (2) persons. At least one (1) person on each crew engaged in the application of herbicides must be certified by the NYSDEC as a Commercial Pesticide Applicator licensed in the appropriate category- Category 3A for Ornamentals, Shade Trees, and Turf; Category 5A for Aquatic Vegetation Control; Category 6A for Rights-of-Way Vegetation Control.

NEIGHBORHOOD NOTIFICATION LAW: The Contractor must comply with all provisions of the Neighborhood Notification Law, with NYSDEC (6 NYCRR Part 325, Section 41) and NYC (Local Law 36) regulations, including but not limited to the following:

1. Written notification of adjacent property owners.
2. Signage and applicable dates posted at all potential points of public access, including but not limited to the major points of access indicated on the contract drawings.
3. The Engineer or his/her designated representative with NYC Parks may require additional measures as deemed necessary to provide ample notification and to prevent the public from entering the treatment area during the potentially harmful period of exposure.

RESTORATION SPECIALIST – CONSTRUCTION MONITOR: Work undertaken within designated wetland areas must be done under the full-time, on-site supervision of a Restoration Specialist – Construction Monitor, paid for by the Contractor: Specification SECTION 4.21 RS RESTORATION SPECIALIST – CONSTRUCTION MONITOR - CUSTOM.

PK-22 IR-K.4 PERMITTING AND APPROVALS: The Contractor is responsible for securing all required federal, state and local permits prior to the start of work.

An Aquatic Pesticide Permit from NYSDEC must be obtained prior to spraying, wherever work is within one hundred (100') feet of a freshwater wetland; or within one hundred-fifty (150') feet AND below the ten (10') foot contour of a tidal wetland.

PK-22 IR-K.5 MATERIALS

HERBICIDES: Treatment materials apply to uplands and wetlands. At the direction of the Engineer (with RSCM and NYC Parks), all products listed below may be substituted with Engineer-approved equals that are registered in NYS and approved for use in NYC.

Upland and

Garlon 4 ultra 2% in water or
Rodeo 2% solution of herbicide in water
Chemsurf 90- 1% solution of adjuvant in water

OR

Cidekick I or Cidekick II – 1% in water

Wetland Area Materials:

Clearcast- 2% solution of herbicide in water.
MSO Concentrate- 1% solution of adjuvant in water.

At the Engineer or his/her designated representative's direction, the Contractor shall include a spray indicator (Hi-Light Blue or approved equal that is approved for use in NYC) at mixture rate of fifteen (15) mL dye per gallon of herbicide solution.

PK-22 IR-K.6 EQUIPMENT:

The Contractor will furnish equipment suitable for the measures specified herein. Hand-held, backpack or mechanical power spray equipment may be used. The type of equipment will be approved by the Engineer or his/her designated representative. Equipment will be tested for calibration (rate of application) and be clean, sound and free of leakage.

WETLAND WORK: When working in wetlands or similarly sensitive areas, the Contractor may be directed to protect soil profiles and/or plant roots from damage by machinery. Protections may include but are not limited to 1) a requirement that all vehicles used in sensitive sites be tracked and not wheeled, 2) use of marsh mats or similar devices at the direction of the Engineer or his/her designated representative, to distribute the weight of machinery, 3) requirement that work be conducted by hand in areas where conditions prevent safe use of machinery, or where machinery use would cause significant

damage to the soil or plant community, as determined by the Engineer (with RSCM and NYC Parks) or his/her designated representative.

PK-22 IR-K.7 EMERGENCY PRECAUTIONS AND EQUIPMENT:

The Contractor must provide and have available on site the following:

1. Written health and safety plan including:
 - a. Phone numbers for poison control.
 - b. Phone number and map to the nearest accessible local hospitals with emergency room facilities.
2. First-aid kits including, at a minimum:
 - a. A portable eye-wash kit or eyewash bottles with buffered isotonic eyewash.
 - b. At least three gallons potable water (additional required for wash-up at the completion of work day).
 - c. Hand or body soap.
 - d. Paper or other disposable towels.
3. The Contractor must also provide equipment for emergency spill response including shovels, heavy-duty plastic garbage bags, adequate absorbing material, neutralizers and a stiff broom.

PK-22 IR-K.8 CONSTRUCTION DETAILS:

DELINEATION OF TREATMENT AREAS: Prior to the start of each treatment, the Contractor will mark the limits of the work with surveyor's flagging tape or other suitable means. The Contractor will notify the Engineer or his/her designated representative and request approval of treatment area at least five (5) days in advance of the proposed treatment. Final determination of the exact limits of the area to be treated with herbicide must be as approved by the Engineer (with RSCM and NYC Parks).

PROTECTION: Prior to the start of work, the Contractor will carefully protect against damage all existing trees, plants and other features to remain. The Contractor will be liable for any damage to such trees, plants, park features and other property caused by invasives removal operations and all damaged property must be replaced or restored to its original condition, to the satisfaction of the Engineer or his/her designated representative at the Contractor's expense.

GENERAL: Use methods indicated on Site Work Maps or as directed by the Engineer or his/her designated representative.

Before application begins, the Contractor and Applicator (with RSCM and NYC Parks) will thoroughly survey the site and its surrounding area and carefully note all environmental and human factors which may be adversely affected by the intended herbicide application. These factors may include but are not limited to: illegal entry into the work area by people and pets; proximity to bodies of water and drainage ditches; crops grown for human consumption; existing valuable plants including large trees and roots both on and off the site and slopes with the potential for erosion problems. Potential environmental problems should be brought to the attention of the Engineer or his/her designated representative. The Engineer or his/her designated representative may suggest an alternate application strategy or eliminate the application in sensitive areas. Any off-target damage to the environment will be the responsibility of the Contractor and applicator.

All invasives removal work must comply with applicable Federal, State and Local laws and regulations with regard to herbicide use, including the requirements of NYSDEC and NYC Local Law 36 and with regard to warning signs and neighborhood notification.

All herbicides must be applied in accordance with the manufacturer's label. Herbicides must not be applied when wind speed is greater than five (5) miles per hour or during inversions or when the temperature is above eighty (80) degrees Fahrenheit or when foliage or vegetation to be treated is wet, suffering from drought or entering the dormant stage- see manufacturer's label for details. If rain occurs within six (6) hours of herbicide application, re-application may be required as per the decision of the Engineer or his/her designated representative.

All equipment will operate at the lowest feasible pressure and use spray nozzles which maximize droplet size to reduce the possibility of drift and off-target damage. A nozzle shield may also be required by the Engineer or his/her designated representative when target plants exist amongst desirable plants.

The Applicator and all workers within the target area must wear proper safety equipment during the twenty-four (24) hours following application. The Contractor must make sure that no person enters the target area without wearing proper safety equipment within twentyfour (24) hours of application.

Should a major spill (greater than 5 gallons) of herbicide occur, the Contractor must immediately contact the NYSDEC Bureau of Pesticides, the Engineer or his/her designated representative and take all actions necessary to neutralize damage to the environment.

No herbicide may be disposed of on or off the work site except with strict compliance of the manufacturer's label and NYSDEC regulations. The Contractor must remove and properly dispose of all contaminated containers, gloves, protective gear and the like. The applicator may not clean out any equipment on or near the worksite. All herbicides and application equipment must be kept safe and securely locked during the period of work to prevent injury to unauthorized persons.

The NYSDEC Commercial Certified Pesticide Applicator(s) is (are) solely responsible for all matters of safety, efficacy, notification, reporting and compliance with all applicable laws and regulations.

Water must be clean, fresh water from municipal sources and not taken from sources with suspended sediments.

METHOD – SPRAY AND CUT:

Herbicide will be sprayed onto designated vegetation, thoroughly saturating the plant material without causing excessive dripping. Spray coverage will be uniform and complete.

Dead plant material must be cut down no less than thirty (30) days after herbicide application to a height of no more than six (6") inches. The Contractor will leave mowed and mulched knotweed canes on site.

PK-22 IR-K.9 FOLLOW-UP TREATMENT:

Regrowth of treated plant material must receive a follow-up treatment using the same method as initial treatment. This follow-up treatment will be scheduled by the Contractor as per the Scheduling and

Sequencing section of this specification and as per the Engineer (with RSCM and NYC Parks) or his/her designated representative.

If planting has taken place, great care must be taken to not let any herbicide touch new plantings. The Contractor will be responsible for replacement of all new plants damaged by herbicide, as directed by the Engineer or his/her designated representative (with RSCM and NYC Parks). Dead plant material must be cut down no less than thirty (30) days after herbicide application to a height of no more than six (6") inches and left in original location.

PK-22 IR-K.10 SUBMITTALS:

The Contractor must submit the following prior to each application:

- At least 3 weeks prior to the start of work, submit a Work Plan describing intended operations, start date, scheduling, chemical treatments and personnel for work within designated wetland areas.
- A written health and safety plan as described in Section PK-22 IRK.7.
- The product intended for use and the associated Material Safety Data Sheets (MSDS).
- The proposed application methodology and rate and a written calibration process for the application of such chemicals.
- Documentation of Applicator's license(s) for the staff performing the work.
- An Aquatic Pesticide Permit from NYSDEC must be obtained prior to spraying, as applicable.
- Record of herbicide treatments completed on site in the form of all daily reports, signed by the NYSDEC Licensed Applicator.

The Contractor will submit a copy of the following on a weekly basis when herbicide application work is being performed: The Contractor will keep daily records of all application work including the licensed applicator(s) name(s), certification number(s), date, location, tank mix, amount of restricted-use herbicides applied, US EPA registration number, rate of application, method of application, target plant and weather conditions. These records will be shown to the Engineer or his/her designated representative at the end of each day's application or more frequently as requested by the Engineer or his/her designated representative. At the completion of each week of application work, a copy of these records will be signed by the Applicator and submitted to the Engineer or his/her designated representative.

PK-22 IR-K.11 MEASUREMENT AND PAYMENT: The quantity of **INVASIVES REMOVAL KNOTWEED - SPRAY AND CUT METHOD** to be paid for will be the number of **SQUARE YARDS** of each method in accordance with the plans, specifications and directions of the Engineer or his/her designated representative (with RSCM and NYC Parks).

The price bid will be calculated based upon the unit price per **SQUARE YARD**. The price bid will include all labor, materials, and equipment, including necessary permits, required to complete the work as per the contract documents and to the satisfaction of the Engineer (with RSCM and NYC Parks) or his/her designated representative.

Payment for work performed under this item will be made as follows:

Upon satisfactory completion of initial spray AND completion of initial cut - 50%

Upon satisfactory completion of 2nd spray AND completion of 2nd cut – 50%

Payment will be made under:

Item No.	Item	Pay Unit
PK-22 IRK	INVASIVES REMOVAL - KNOTWEED - SPRAY AND CUT METHOD – CUSTOM	S.Y.

ITEM NO. PK-22 IR-P
INVASIVES REMOVAL PHRAGMITES - MOW AND SPRAY METHOD 2 YEARS
- CUSTOM

PK-22 IRP.1 DESCRIPTION

Under this item, the Contractor will perform all work necessary to complete **INVASIVES REMOVAL PHRAGMITES - MOW AND SPRAY METHOD 2 YEARS – CUSTOM** within the contract limits in accordance with the plans, specifications, and directions of the Engineer, or his/her designated representative, in consultation with the project Restoration Specialist - Construction Monitor (RSCM) and NYC Department of Parks and Recreation Interagency Coordination (NYC Parks) at Interagency@parks.nyc.gov.

PK-22 IRP.2 SEQUENCING AND SCHEDULING

Mow and Spray or Swipe Method- 2 Years:

First year of treatment:

- Perform first mow between November 1st and March 1st.
- Perform second mow between May 15th and June 15th.
- Apply herbicide between August 15th and September 30th as directed by the Engineer (with RSCM and NYC Parks) or his/her designated representative.
- Mow and remove dead vegetation at least 30 days after herbicide application, and before March 1st of the following year.

Second year of treatment:

- Apply herbicide between August 15th and September 30th as directed by the Engineer (with RSCM and NYC Parks) or his/her designated representative.
- Mow and remove dead vegetation at least 30 days after herbicide application.
- Perform Follow-up application of herbicide between September 30th and October 31st as directed by the Engineer (with RSCM and NYC Parks) or his/her designated representative.

NO PLANTING MAY BE DONE WITHIN 30 DAYS OF LAST HERBICIDE TREATMENT UNLESS OTHERWISE DIRECTED BY ENGINEER, OR HIS/HER DESIGNATED REPRESENTATIVE WITH RSCM AND NYC PARKS.

PK-22 IRP.3 QUALITY CONTROL

HERBICIDE APPLICATOR REQUIREMENTS: Herbicides must be applied by a NYSDEC Certified Applicator in accordance with the product label and all Federal, State and Local rules and regulations. The applicator and other personnel present on the site during herbicide application must be outfitted with proper protective gear and clothing, as recommended by the New York State Department of Environmental Conservation (NYSDEC) and/or the herbicide manufacturer. All spray crews will consist of a minimum of two (2) persons. At least one (1) person on each crew engaged in the application of herbicides must be certified by the NYSDEC as a Commercial Pesticide Applicator licensed in the appropriate category- Category 3A for Ornamentals, Shade Trees, and Turf; Category 5A for Aquatic Vegetation Control; Category 6A for Rights-of-Way Vegetation Control.

NEIGHBORHOOD NOTIFICATION LAW

The Contractor must comply with all provisions of the Neighborhood Notification Law, NYSDEC (6 NYCRR Part 325, Section 41) and NYC (Local Law 36) regulations, including but not limited to the following:

1. Written notification of adjacent property owners.
2. Signage and applicable dates posted at all potential points of public access, including but not limited to the major points of access as directed by the Engineer or his/her designated representative.
3. Engineer, or his/her designated representative. with NYC Parks and RMCS may require additional measures as deemed necessary to provide ample notification and to prevent the public from entering the treatment area during the potentially harmful period of exposure.

RESTORATION SPECIALIST – CONSTRUCTION MONITOR

Work undertaken within designated wetland areas must be done under the full-time, on-site supervision of a Restoration Specialist – Construction Monitor, paid for by the Contractor: Specification SECTION 4.21 RS RESTORATION SPECIALIST – CONSTRUCTION MONITOR -CUSTOM.

PK-22 IRP.4 PERMITTING AND APPROVALS

The Contractor will be responsible for securing all required federal, state and local permits prior to the start of work.

The Contractor must obtain an Aquatic Pesticide Permit from NYSDEC prior to spraying whenever herbicide work is performed directly over open or standing water, or at the determination of the Engineer (with RSCM and NYC Parks). The Contractor must obtain a NYSDEC Freshwater Wetland Work Permit when work is within 100 feet of a freshwater wetland. The Contractor must obtain a NYSDEC Tidal Wetlands Work Permit when work is within 150 feet AND below the 10-foot contour of a tidal wetland. If work under an appropriate permit is performed, the applicable permit notice must be posted on site in clear view for the duration of the contract period. All payments for Permits will be made in accordance with Item 34, Allowance for DEC Permit Fees.

PK-22 IRP.5 MATERIALS

HERBICIDES: Treatment materials will apply to both uplands and wetlands. At the direction of the Engineer (with RSCM and NYC Parks) all products listed below may be substituted with Engineer-approved equals that are registered in NYS and approved for use in NYC.

Upland and Wetland Area Materials:

Method – Spray:

Clearcast- 2% solution of herbicide in water.

MISO Concentrate- 2% solution of adjuvant in water.

At the Engineer’s direction, the Contractor will include a spray indicator (Hi-Light Blue or approved equal that is approved for use in NYC) at mixture rate of 15 mL dye per gallon of herbicide solution.

PK-22 IRP.6 EQUIPMENT

The Contractor must furnish equipment suitable for the measures specified herein. Hand-held, backpack or mechanical power spray equipment may be used. The type of equipment will be approved by

the Engineer, or his/her designated representative, with NYC Parks. Equipment will be tested for calibration (rate of application) and be clean, sound and free of leakage.

WETLAND WORK: When working in wetlands or similarly sensitive areas, the contractor may be directed to protect soil profiles and/or plant roots from damage by machinery. Protections may include but are not limited to 1) a requirement that all vehicles used in sensitive sites be tracked and not wheeled, 2) use of marsh mats or similar devices at the direction of the Resident Engineer, to distribute the weight of machinery, 3) requirement that work be conducted by hand in areas where conditions prevent safe use of machinery, or where machinery use would cause significant damage to the soil or plant community, as determined by the Resident Engineer.

PK-22 IRP.7 EMERGENCY PRECAUTIONS AND EQUIPMENT

The contractor must provide and have available on site the following:

1. Written health and safety plan including:
 - a. Phone numbers for poison control.
 - b. Phone number and map to the nearest accessible local hospitals with emergency room facilities.

2. First-aid kits including, at a minimum:
 - a. A portable eye-wash kit or eyewash bottles with buffered isotonic eyewash.
 - b. At least three gallons potable water (additional required for wash-up at the completion of work day).
 - c. Hand or body soap.
 - d. Paper or other disposable towels.

3. The Contractor must also provide equipment for emergency spill response including shovels, heavy-duty plastic garbage bags, adequate absorbing material, neutralizers and a stiff broom.

PK-22 IRP.8 CONSTRUCTION DETAILS

DELINEATION OF TREATMENT AREAS: Prior to the start of each treatment, the Contractor will mark the limits of the work with surveyor's flagging tape or other suitable means. The Contractor will notify Engineer or his/her designated representative and request approval of treatment area limits at least five (5) days in advance of the proposed treatment. Final determination of the exact limits of the area to be treated with herbicide must be as approved by the Engineer (with RSCM and NYC Parks), or his/her designated representative.

PROTECTION: Prior to the start of work, the Contractor must carefully protect against damage all existing trees, plants and other features to remain. The Contractor will be liable for any damage to such trees, plants, park features and other property caused by invasives removal operations and all damaged property must be replaced or restored to its original condition, to the satisfaction of the Engineer (with RSCM and NYC Parks), or his/her designated representative at the Contractor's expense.

GENERAL: Use methods indicated on Site Work Maps or as directed by the Project Manager or his/her designated representative.

Before application begins, the Contractor and Applicator will thoroughly survey the site and its

surrounding area and carefully note all environmental and human factors which may be adversely affected by the intended herbicide application. These factors may include, but are not limited to: illegal entry into the work area by people and pets; proximity to bodies of water and drainage ditches; crops grown for human consumption; existing valuable plants, including large trees and roots both on and off the site, and slopes with the potential for erosion problems. Potential environmental problems should be brought to the attention of the Engineer, or his/her designated representative. The Engineer (with RSCM and NYC Parks) may suggest an alternate application strategy or eliminate the application in sensitive areas. Any off-target damage to the environment will be the responsibility of the Contractor and applicator.

All invasive removal work must comply with applicable Federal, State and Local laws and regulations with regard to herbicide use, including the requirements of NYSDEC and NYC Local Law 36 and with regard to warning signs and neighborhood notification.

All herbicides must be applied in accordance with the manufacturer's label. Herbicides must not be applied when wind speed is greater than 5 miles per hour or during inversions or when the temperature is above 80 degrees Fahrenheit or when foliage or vegetation to be treated is wet, suffering from drought or entering the dormant stage- see manufacturer's label for details. If rain occurs within 6 hours of herbicide application, re-application may be required as per the decision of the Engineer (with RSCM and NYC Parks), or his/her designated representative.

All equipment will operate at the lowest feasible pressure and use spray nozzles which maximize droplet size to reduce the possibility of drift and off-target damage. A nozzle shield may also be required by the Engineer (with RSCM and NYC Parks), or his/her designated representative when target plants exist amongst desirable plants.

The applicator and all workers within the target area must wear proper safety equipment during the 24 hours following application. The Contractor must make sure that no person enters the target area without wearing proper safety equipment within 24 hours of application.

Should a major spill (5 gallons or more) of herbicide occur, the Contractor must immediately contact the NYSDEC Bureau of Pesticides, the Engineer or his/her designated representative and take all actions to neutralize damage to the environment.

No herbicide may be disposed of on or off the work site except with strict compliance of the manufacturer's label and NYSDEC regulations. The Contractor must remove and properly dispose of all contaminated containers, gloves, protective gear and the like. The applicator may not clean out any equipment on or near the worksite. All herbicides and application equipment may be kept safe and securely locked during the period of work to prevent injury to unauthorized persons.

The NYSDEC Commercial Certified Pesticide Applicator(s) is (are) solely responsible for all matters of safety, efficacy, notification, reporting and compliance with all applicable laws and regulations.

Water must be clean, fresh water from municipal sources and not taken from sources with suspended sediments.

FOR EACH HERBICIDE APPLICATION METHOD, THE CONTRACTOR WILL TREAT THE

DESIGNATED VEGETATION IN ACCORDANCE WITH THE METHODOLOGY OUTLINED BELOW AND IN ACCORDANCE TO THE CORRESPONDING “SEQUENCING AND SCHEDULING” SECTION AS STATED ABOVE.

METHOD – MOW AND SPRAY 2 YEARS

Designated vegetation will be mowed to a height of no more than 6” (inches). Mowed and mulched phragmites canes should be left on site to prevent spread by seed off site. The Contractor will mow again as per the “sequencing and scheduling” section of this specification. The designated vegetation will then be allowed to grow until the designated window of time for herbicide application.

Herbicide will be sprayed onto designated vegetation, thoroughly saturating the plant material without causing excessive dripping. Spray coverage must be uniform and complete. The ideal time for herbicide application is when the maximum percentage of plants have tasseled. Ideally, plants must be sprayed when they are entering the senescence stage, after flowering but before the first winter frost. In areas larger than ¼ acre, herbicide will be applied in a crossing row pattern- 1 row perpendicular to the other row.

Dead plant material must be mowed no less than 30 days after herbicide application and before March 1st of the following year to a height of no more than 6” (inches). Mowed and mulched phragmites canes should be left on site to prevent spread by seed offsite Disposal location shall be approved by the Engineer (with RSCM and NYC Parks), or his/her designated representative.

Contractor will repeat treatment in accordance with this method and in accordance with the scheduling and sequencing outlined above for Mow and Spray or Spray Method- 2 Years.

FOLLOW-UP TREATMENT

Regrowth of treated plant material must receive a follow-up treatment using the same method as initial treatment unless the site has been planted. This follow-up treatment must be scheduled as per the Scheduling and Sequencing section of this specification and as per the Engineer (with RSCM and NYC Parks), or his/her designated representative. If planting has taken place, follow-up treatment will be done by foliar swipe method as follows:

Herbicide will be sprayed or swiped onto designated vegetation, thoroughly saturating the plant material without causing excessive dripping. Coverage will be uniform and complete. The ideal time for herbicide application to Phragmites plants is when the maximum percentage of plants have tasseled. Plants must be sprayed when they are entering the senescence stage, after flowering but before the first winter frost.

Great care must be taken not to let any herbicide touch new plantings. Contractor will be responsible for replacement of all new plants damaged by herbicide, as directed by the Engineer (with RSCM and NYC Parks), or his/her designated representative. If no planting has taken place, foliar spray or swipe method can be used. Dead plant material will be cut down no less than 30 days after herbicide application to a height of no more than 6” (inches) and left in original location.

PK-22 IRP.9 **SUBMITTALS**

The Contractor must submit the following prior to each application:

1. At least 3 weeks prior to the start of work, submit a Work Plan describing intended operations, start date, scheduling, chemical treatments and personnel for work within designated wetland

areas.

2. A written health and safety plan as described in Section **PK-22 IRP.7**.
3. The product intended for use and the associated Material Safety Data Sheets (MSDS).
4. The proposed application methodology and rate and a written calibration process for the application of such chemicals.
5. Documentation of Applicator's license(s) for the staff performing the work.
6. An Aquatic Pesticide Permit from NYSDEC must be obtained prior to spraying, as applicable.
7. Record of herbicide treatments completed on site in the form of all daily reports, signed by the NYSDEC Licensed Applicator.

The Contractor will submit a copy of the following on a weekly basis when herbicide application work is being performed.

The Contractor will keep daily records of all application work including the licensed applicator(s) name(s), certification number(s), date, location, tank mix, amount of restricted-use herbicides applied, US EPA registration number, rate of application, method of application, target plant and weather conditions. These records will be shown to the Engineer or his/her designated representative at the end of each day's application or more frequently as requested by the Engineer or his/her designated representative. At the completion of each week of application work, a copy of these records will be signed by the Applicator and submitted to the Engineer or his/her designated representative.

PK-22 IRP.10 MEASUREMENT AND PAYMENT

The quantity **INVASIVES REMOVAL PHRAGMITES - MOW AND SPRAY METHOD 2 YEARS** to be paid for will be the number of **SQUARE YARDS** of each method in accordance with the plans, specifications and directions of the Engineer (with RSCM and NYC Parks), or his designated representative.

The price bid will be calculated based upon the unit price per **SQUARE YARDS**. The price bid will include all labor, materials, and equipment, including necessary permits required to complete the work, as per the contract documents, and to the satisfaction of the Engineer (with RSCM and NYC Parks), or his/her designated representative.

Payment for work performed under these items will be made as follows:

MOW AND SPRAY METHOD 2 YEARS

Upon satisfactory completion of both first-year initial mows AND first year herbicide application including removal and disposal of vegetation- 50%

Upon satisfactory completion of second year initial mow AND second year herbicide application including removal and disposal of vegetation- 25%

Upon satisfactory completion of second year follow-up treatment- 25%

Payment will be made under:

Item No.	Item	Pay Unit
PK-22 IRP	INVASIVES REMOVAL PHRAGMITES - MOW AND SPRAY METHOD 2 YEARS - CUSTOM	S.Y.

- **ITEM NO. PK-22 IRS**
INVASIVES REMOVAL SHRUBS - CUT STUMP METHOD - CUSTOM

PK-22 IRS.1 **DESCRIPTION:** Under these items, the Contractor shall perform all work necessary to complete **INVASIVES REMOVAL SHRUBS - CUT STUMP METHOD** in accordance with the plans, specifications, and directions of the Engineer or his/her designated representative, in consultation with the project Restoration Specialist – Construction Monitor (RSCM) and NYC Department of Parks and Recreation Interagency Coordination (NYC Parks) at Interagency@parks.nyc.gov.

PK-22 IRS.2 **SEQUENCING AND SCHEDULING:**

- The work will be as follows for the Cut Stump Method. The Contractor will cut shrubs flush with ground level and immediately apply herbicide, between June 1st and August 31st. Cut shrub material must be removed unless otherwise directed by the Engineer, (with RSCM and NYC Parks) or his/her designated representative. No work will take place between March 1st and May 31st.
- The Contractor will perform follow-up treatments of herbicide to any regrowth of vegetation. If initial treatment was in summer, follow-up treatments will take place two to four (2-4) months afterward; if initial treatment was in fall, follow-up treatments will take place the following summer. Up to two (2) follow-up treatments may be necessary for a total of three (3) treatments to eradicate the invasive plant material to the satisfaction of the Engineer (with NYC Parks and RSCM).

NO PLANTING MAY BE DONE WITHIN 30 DAYS OF THE LAST HERBICIDE TREATMENT UNLESS OTHERWISE DIRECTED BY ENGINEER (WITH RSCM AND NYC PARKS) OR HIS/HER DESIGNATED REPRESENTATIVE.

PK-22 IRS.3 **QUALITY CONTROL**

HERBICIDE APPLICATOR REQUIREMENTS: Herbicides must be applied by a NYSDEC Certified Applicator in accordance with the product label and all Federal, State and Local rules and regulations. The Applicator and other personnel present on the site during herbicide application must be outfitted with proper protective gear and clothing, as recommended by the New York State Department of Environmental Conservation (NYSDEC) and/or the herbicide manufacturer. All spray crews will consist of a minimum of two (2) persons. At least one (1) person on each crew engaged in the application of herbicides must be certified by the NYSDEC as a Commercial Pesticide Applicator licensed in the appropriate category- Category 3A for Ornamentals, Shade Trees, and Turf; Category 5A for Aquatic Vegetation Control; Category 6A for Rights-of-Way Vegetation Control.

NEIGHBORHOOD NOTIFICATION LAW

The Contractor must comply with all provisions of the Neighborhood Notification Law, with NYSDEC (6 NYCRR Part 325, Section 41) and NYC (Local Law 36) regulations, including but not limited to the following:

1. Written notification of adjacent property owners.
2. Signage and applicable dates posted at all potential points of public access, including but not limited to the major points of access as directed by the Engineer or his/her designated representative.
3. The Engineer (with RSCM and NYC Parks) or his/her designated representative may require

additional measures as deemed necessary to provide ample notification and to prevent the public from entering the treatment area during the potentially harmful period of exposure.

RESTORATION SPECIALIST – CONSTRUCTION MONITOR: Work undertaken within designated wetland areas must be done under the full-time, on-site supervision of a Restoration Specialist – Construction Monitor, paid for by the Contractor: Specification SECTION 4.21 RS_RESTORATION SPECIALIST – CONSTRUCTION MONITOR - CUSTOM.

PK-22 IRS.4 PERMITTING AND APPROVALS

The Contractor must be responsible for securing all federal, state and local permits prior to the start of work.

The Contractor must obtain an Aquatic Pesticide Permit from NYSDEC prior to spraying whenever herbicide work is performed directly over open or standing water, or at the determination of the Engineer (with RSCM and NYC Parks). the Contractor must obtain a NYSDEC Freshwater Wetland Work Permit when work is within 100 feet of a freshwater wetland. The Contractor must obtain a NYSDEC Tidal Wetlands Work Permit when work is within 150 feet AND below the 10-foot contour of a tidal wetland. If work under an appropriate permit is performed, the applicable permit notice must be posted on site in clear view for the duration of the contract period.

PK-22 IRS.5 MATERIALS

HERBICIDES: Treatment materials differ in uplands and wetlands. At the direction of the Engineer (with RSCM and NYC Parks), all products listed below may be substituted with material equals approved by the Engineer (with RSCM and NYC Parks) Engineer-approved equals that are registered in NYS and approved for use in NYC.

Upland Area Materials:

Garlon 4 Ultra- 30% solution of herbicide
MSO Concentrate- 70% solution of adjuvant

Wetland Area Materials:

Vastlan- 50% solution of herbicide in water

At the direction of the Engineer, the Contractor will include a spray indicator (Hi-Light Blue or approved equal that is approved for use in NYC) at mixture rate of 15 mL dye per gallon of herbicide solution.

PK-22 IRS.6 EQUIPMENT

The Contractor must furnish equipment suitable for the measures specified herein. Hand-held, back-pack or mechanical power spray equipment may be used. The type of equipment will be approved by the Engineer or his/her designated representative. Equipment will be tested for calibration (rate of application) and be clean, sound and free of leakage.

WETLAND WORK: When working in wetlands or similarly sensitive areas, the Contractor may be directed to protect soil profiles and/or plant roots from damage by machinery. Protections may include

but are not limited to 1) a requirement that all vehicles used in sensitive sites be tracked and not wheeled, 2) use of marsh mats or similar devices at the direction of the Engineer (with RSCM and NYC Parks) or his/her designated representative, to distribute the weight of machinery, 3) requirement that work be conducted by hand in areas where conditions prevent safe use of machinery, or where machinery use would cause significant damage to the soil or plant community, as determined by the Engineer (with RSCM and NYC Parks) or his/her designated representative.

PK-22 IRS.7 EMERGENCY PRECAUTIONS AND EQUIPMENT

The Contractor must provide and have available on site the following:

1. Written health and safety plan including:
 - a. Phone numbers for poison control.
 - b. Phone number and map to the nearest hospitals with emergency room facilities.
2. First-aid kits including, at a minimum:
 - a. A portable eye-wash kit or eyewash bottles with buffered isotonic eyewash.
 - b. At least three gallons potable water (additional required for wash-up at the completion of work day).
 - c. Hand or body soap.
 - d. Paper or other disposable towels.
3. The Contractor must also provide equipment for emergency spill response including shovels, heavy-duty plastic garbage bags, adequate absorbing material, neutralizers and a stiff broom.

PK-22 IRS.8 CONSTRUCTION DETAILS:

DELINEATION OF TREATMENT AREAS: Prior to the start of each treatment, the Contractor will mark the limits of the work with surveyor's flagging tape or other suitable means. The Contractor will notify Engineer or his/her designated representative and request approval of treatment area limits at least five (5) days in advance of the proposed treatment. Final determination of the exact limits of the area to be treated with herbicide must be as approved by the Engineer (with RSCM and NYC Parks).

PROTECTION: Prior to the start of work, the Contractor must carefully protect against damage all existing trees, plants and other features to remain. The Contractor will be liable for any damage to such trees, plants, park features and other property caused by invasives removal operations and all damaged property must be replaced or restored to its original condition, to the satisfaction of the Engineer (with RSCM and NYC Parks) or his/her designated representative at the Contractor's expense.

GENERAL: Use methods as directed by the Engineer or his/her designated representative.

Before application begins, the Contractor and Applicator will thoroughly survey the site and its surrounding area and carefully note all environmental and human factors which may be adversely affected by the intended herbicide application. These factors may include but are not limited to: illegal entry into the work area by people and pets; proximity to bodies of water and drainage ditches; crops grown for human consumption; existing valuable plants including large trees and roots both on and off the site and slopes with the potential for erosion problems. Potential environmental problems should be brought to the attention of the Engineer (with RSCM and NYC Parks) or his/her designated representative. The Engineer (with RSCM and NYC Parks) may suggest an alternate application strategy or eliminate the application in sensitive areas. Any off-target damage to the environment will be the responsibility of the Contractor and applicator.

All invasive removal work must comply with applicable Federal, State and Local laws and regulations with regard to herbicide use, including the requirements of NYSDEC and NYC Local Law 36 and with regard to warning signs and neighborhood notification.

All herbicides must be applied in accordance with the manufacturer's label. Herbicides must not be applied when wind speed is greater than 5 miles per hour or during inversions or when the temperature is above 80 degrees Fahrenheit or when foliage or vegetation to be treated is wet, suffering from drought or entering the dormant stage- see manufacturer's label for details. If rain occurs within 6 hours of herbicide application, re-application may be required as per the decision of the Engineer (with RESCM and NYC Parks) or his/her designated representative.

All equipment will operate at the lowest feasible pressure and use spray nozzles which maximize droplet size to reduce the possibility of drift and off-target damage. A nozzle shield may also be required by the Engineer or his/her designated representative when target plants exist amongst desirable plants.

The applicator and all workers within the target area must wear proper safety equipment during the 24 hours following application. The Contractor must make sure that no person enters the target area without wearing proper safety equipment within 24 hours of application.

Should a major spill (greater than 5 gallons) of herbicide occur, the Contractor must immediately contact the NYSDEC Bureau of Pesticides and the Engineer or his/her designated representative and take all actions necessary to neutralize damage to the environment. No herbicide may be disposed of on or off the work site except with strict compliance of the manufacturer's label and NYSDEC regulations. The Contractor must remove and properly dispose of all contaminated containers, gloves, protective gear and the like. The applicator may not clean out any equipment on or near the worksite. All herbicides and application equipment must be kept safe and securely locked during the period of work to prevent injury to unauthorized persons.

The NYSDEC Commercial Certified Pesticide Applicator(s) is (are) solely responsible for all matters of safety, efficacy, notification, reporting and compliance with all applicable laws and regulations. Water must be clean, fresh water from municipal sources and not taken from sources with suspended sediments.

INITIAL TREATMENT:

The Contractor will cut stem of shrub to no more than 1" (inch) above soil elevation. Herbicide solution must be IMMEDIATELY applied directly to the entire inner bark (cambium). Avoid excessive application so as to prevent run-off from the stump onto the ground.

The Contractor must legally dispose of dead plant material off site. Disposal location must be approved by the Engineer (with RSCM and NYC Parks) or his/her designated representative.

FOLLOW-UP TREATMENT:

Regrowth of treated plant material will receive a follow-up treatment using the same method as initial

treatment unless otherwise directed. At the Engineer's discretion (with RSCM and NYC Parks), a Foliar Spray Application Method may be used for the follow-up treatment. The follow-up treatment will be scheduled as per the Scheduling and Sequencing section of this specification and as per the Engineer or his/her designated representative.

If the site has been planted following initial treatment, the Contractor must take great care to not let any herbicide touch new plantings. The Contractor will be responsible for replacement of all new plants damaged by herbicide, as directed by the Engineer or his/her designated representative. Avoid excessive application so as to prevent run-off onto the ground.

PK-22 IRS.9 SUBMITTALS:

The Contractor must submit the following prior to each application:

1. At least 3 weeks prior to the start of work, submit a Work Plan describing intended operations, start date, scheduling, chemical treatments and personnel for work within designated wetland areas.
2. A written health and safety plan as described in Section **PK-22 IRS.7**.
3. The product intended for use and the associated Material Safety Data Sheets (MSDS).
4. The proposed application methodology and rate and a written calibration process for the application of such chemicals.
5. Documentation of Applicator's license(s) for the staff performing the work.
6. An Aquatic Pesticide Permit from NYSDEC must be obtained prior to spraying, as applicable.
7. Record of herbicide treatments completed on site in the form of all daily reports, signed by the
8. NYSDEC Licensed Applicator.

The Contractor will keep daily records of all application work including the licensed applicator(s) name(s), certification number(s), date, location, tank mix, amount of restricted-use herbicides applied, US EPA registration number, rate of application, method of application, target plant and weather conditions. These records will be presented to the Engineer or his/her designated representative at the end of each day's application as requested by the Engineer or his/her designated representative. At the completion of each week of application work, a copy of these records will be signed by the Applicator and submitted to the Engineer or his/her designated representative.

PK-22 IRS.10 METHODS OF MEASUREMENT AND PAYMENT

The quantity of **INVASIVES REMOVAL SHRUBS - CUT STUMP METHOD – CUSTOM** to be paid for will be the number of **SQUARE YARDS** of vegetation treated by this method in accordance with the plans, specifications and directions of the Engineer.

The price bid of the **CUT STUMP METHOD** will be calculated based upon the unit price per **SQAURE YARD**. The price bid will include all labor, materials, and equipment, including necessary permits, required to complete the work as per the contract documents, and to the satisfaction of the Engineer.

Payment for work performed under these items will be made as follows:

Upon satisfactory completion of herbicide application and removal and disposal of vegetation - 75%
Upon satisfactory completion of all follow-up treatment- 25%

Payment will be made under:

Item No.	Item	Pay Unit
PK-22 IRS	INVASIVES REMOVAL SHRUBS - CUT STUMP METHOD - S.Y. CUSTOM	

ITEM NO.PK-22 IR-V
INVASIVES REMOVAL - VINES - FOLIAR SPRAY METHOD - CUSTOM

PK-22 IR-V.1 DESCRIPTION

Under this item, the Contractor will perform all work necessary to complete **INVASIVES REMOVAL VINES - FOLIAR SPRAY METHOD** in accordance with the plans, specifications, and directions of the Engineer or his/her designated representative, in consultation with the project Restoration Specialist - Construction Monitor (RSCM) and NYC Department of Parks and Recreation Interagency Coordination (NYC Parks) at Interagency@parks.nyc.gov.

PK-22 IR-V.2 SEQUENCING AND SCHEDULING

The work will be as follows:

Foliar Method:

Lonicera japonica and all evergreen vines:

- Perform first herbicide application between June 1st and June 30th.
- Mow dead vegetation, no sooner than 30 days following first herbicide application.
- Perform follow-up herbicide application to any regrowth of vegetation at least 60 days following first herbicide application and no later than October 1st, as directed by Engineer. Up to two (2) follow-up treatments may be necessary for a total of three (3) treatments to eradicate the invasive species to the satisfaction of the Engineer (with RSCM and NYC Parks).

All other vines:

- Perform first herbicide application between June 1st and June 30th.
- Mow dead vegetation, no sooner than 30 days following first herbicide application.
- Perform follow-up herbicide application to any regrowth of vegetation at least 60 days following first herbicide application and no later than October 1st, as directed by the Engineer. Up to two (2) follow-up treatments may be necessary for a total of three (3) treatments to eradicate the invasive species to the satisfaction of the Engineer (with RSCM and NYC Parks).

NO PLANTING MAY BE DONE WITHIN 30 DAYS OF LAST HERBICIDE TREATMENT UNLESS OTHERWISE DIRECTED BY ENGINEER OR HIS/HER DESIGNATED REPRESENTATIVE WITH RSCM AND NYC PARKS.

PK-22 IR-V.3 QUALITY CONTROL

HERBICIDE APPLICATOR REQUIREMENTS: Herbicides must be applied by a NYSDEC Certified Applicator in accordance with the product label and all Federal, State and Local rules and regulations. The Applicator and other personnel present on the site during herbicide application must be outfitted with proper protective gear and clothing as indicated by the New York State Department of Environmental Conservation (NYSDEC) and/or the herbicide manufacturer. All spray crews will consist of a minimum of two (2) persons. At least one (1) person on each crew engaged in the application of herbicides must be certified by the NYSDEC as a Commercial Pesticide Applicator licensed in the appropriate category- Category 3A for

Ornamentals, Shade Trees, and Turf; Category 5A for Aquatic Vegetation Control; Category 6A for Rights-of-Way Vegetation Control.

NEIGHBORHOOD NOTIFICATION LAW

The Contractor must comply with all provisions of the Neighborhood Notification Law, NYSDEC (6 NYCRR Part 325, Section 41) and NYC (Local Law 36) regulations, including but not limited to the following:³

1. Written notification of adjacent property owners.
2. Signage and applicable dates at all potential points of public access, including but not limited to the major points of access as directed by the Engineer.
3. The Engineer may require additional measures as deemed necessary to provide ample notification and to prevent the public from entering the treatment area during the potentially harmful period of exposure.

RESTORATION SPECIALIST – CONSTRUCTION MONITOR: Work undertaken within designated wetland areas must be done under the full-time, on-site supervision of a Restoration Specialist – Construction Monitor, paid for by the Contractor under Section 4.21 RS RESTORATION SPECIALIST – CONSTRUCTION MONITOR - CUSTOM.

PK-22 IR-V.4 PERMITTING AND APPROVALS

The Contractor is responsible for securing all required Federal, State and Local permits prior to the start of work.

An Aquatic Pesticide Permit from NYSDEC must be obtained prior to spraying whenever herbicide work is performed directly over open or standing water, or at the determination of the Engineer. A NYSDEC Freshwater Wetland Work Permit wherever work must be obtained when work is within 100 feet of a freshwater wetland. A NYSDEC Tidal Wetlands Work Permit must be obtained when work is within 150 feet AND below the 10-foot contour of a tidal wetland. If work under an appropriate permit is performed, the applicable permit notice must be posted on site in clear view for the duration of the contract period.

PK-22 IR-V.5 MATERIALS

HERBICIDES: Treatment materials differ in uplands and wetlands. At the direction of the Engineer (with NYC Parks and RSCM), all products listed below may be substituted with Engineer-approved equals that are registered in NYS and approved for use in NYC.

Upland Area Materials:

Method – Foliar Spray Treatment:

Ampelopsis brevipedunculata, Wisteria spp., Celastrus orbiculatus, and Pueraria montana var. lobata

Garlon 4 Ultra- 5% solution of herbicide in water

Arborchem NPD- 5% solution of adjuvant in water

All evergreen vine species:

Garlon 4 Ultra- 2% solution of herbicide in water
Arborchem NPD- 2% adjuvant in water

Wetland Area Materials:

Method – Foliar Spray Treatment:

Ampelopsis brevipedunculata, Wisteria spp., Celastrus orbiculatus, and Pueraria montana var. lobata

Vastlan- 5% solution of herbicide in water
Arborchem NPD- 5% solution of adjuvant in water

All evergreen vine species:

Vastlan- 2% solution of herbicide in water
Arborchem NPD- 2% adjuvant in water

At the Engineer's direction, the Contractor must include a spray indicator (Hi-Light Blue or approved equal that is approved for use in NYC) at mixture rate of 15 mL dye per gallon of herbicide solution.

PK-22 IR-V.6 EQUIPMENT

The Contractor must furnish equipment suitable for the methods and procedures specified herein.

Hand-held, back-pack or mechanical power spray equipment may be used. The type of equipment will be approved by the Engineer. Equipment will be tested for calibration (rate of application) and be clean, sound and free of leakage.

WETLAND WORK: When working in wetlands or similarly sensitive areas, the Contractor may be directed to protect soil profiles and/or plant roots from damage by machinery. Protections may include but are not limited to 1) a requirement that all vehicles used in sensitive sites be tracked and not wheeled, 2) use of marsh mats or similar devices at the direction of the Engineer or his/her designated representative, to distribute the weight of machinery, 3) requirement that work be conducted by hand in areas where conditions prevent safe use of machinery, or where machinery use would cause significant damage to the soil or plant community, as determined by the Engineer (with RSCM and NYC Parks) or his/her designated representative.

PK-22 IR-V.7 EMERGENCY PRECAUTIONS AND EQUIPMENT

The Contractor must provide and have available on site the following:

1. Written health and safety plan including:
 - a. Phone numbers for poison control.
 - b. Phone number and map to the nearest hospitals with emergency room facilities.
2. First-aid kits including, at a minimum:
 - a. A portable eye-wash kit or eyewash bottles with buffered isotonic eyewash.
 - b. At least three gallons potable water (additional required for wash-up at the completion of work day).

- c. Hand or body soap.
- d. Paper or other disposable towels.

3. The Contractor must also provide equipment for emergency spill response including shovels, heavy-duty plastic garbage bags, adequate absorbing material, neutralizers and a stiff broom.

PK-22 IR-V.8 CONSTRUCTION DETAILS

DELINEATION OF TREATMENT AREAS: Prior to the start of each treatment, the Contractor will mark the limits of the work with surveyor's flagging tape or other suitable means. The Contractor will notify the Engineer and request approval of treatment area limits at least five (5) days in advance of the proposed treatment. Final determination of the exact limits of the area to be treated with herbicide must be as approved by the Engineer (with RSCM and NYC Parks).

PROTECTION: Prior to the start of work, the Contractor must carefully protect against damage all to existing trees, plants and other features to remain. The Contractor will be liable for any damage to such trees, plants, park features and other property caused by invasives removal operations and all damaged property must be replaced or restored to its original condition to the satisfaction of the Engineer or his/her designated representative at the Contractor's expense.

GENERAL: Use methods indicated on Site Work Maps or as directed by the Engineer or his/her designated representative.

Before application begins, the Contractor and Applicator will thoroughly survey the site and its surrounding area and carefully note all environmental and human factors which may be adversely affected by the intended herbicide application. These factors may include but are not limited to: illegal entry into the work area by people and pets; proximity to bodies of water and drainage ditches; crops grown for human consumption; existing valuable plants including large trees and roots both on and off the site and slopes with the potential for erosion problems. Potential environmental problems should be brought to the attention of the Engineer. The Engineer may suggest an alternate application strategy or eliminate the application at sensitive areas. Any off-target damage to the environment will be the responsibility of the Contractor and applicator.

All invasive removal work must comply with applicable Federal, State and Local laws and regulations with regard to herbicide use, including the requirements of NYSDEC and NYC Local Law 36 and with regard to warning signs and neighborhood notification.

Herbicides must not be applied when wind speed is greater than 5 miles per hour. Or when the temperature is above 80 degrees Fahrenheit or when foliage or vegetation to be treated is wet, suffering from drought or entering the dormant stage. If rain occurs within 6 hours of herbicide application, re- application may be required as per the decision of the Engineer

:

All equipment will operate at the lowest feasible pressure and use spray nozzles which maximize droplet size to reduce the possibility of drift and off-target damage. A nozzle shield may also be required by the Engineer when target plants exist amongst desirable plants.

The Applicator and all workers within the target area must wear proper safety equipment during the 24 hours following application. The Contractor must make sure that no person enters the target area without wearing proper safety equipment within 24 hours of application.

Should a major spill (5 gallons or more) of herbicide occur, the Contractor must immediately contact the NYSDEC Bureau of Pesticides, the Engineer (with RSCM and NYC Parks) and must take all actions to neutralize damage to the environment.

No herbicide may be disposed of on or off the work site except with strict compliance of the manufacturer's label and NYSDEC regulations. The Contractor must remove and properly dispose of all contaminated containers, gloves, protective gear and the like. The applicator may not clean out any equipment on or near the worksite. All herbicides and application equipment must be kept safe and securely locked during the period of work to prevent injury to unauthorized persons.

The NYSDEC Commercial Certified Pesticide Applicator(s) is(are) solely responsible for all matters of safety, efficacy, notification, reporting and compliance with all applicable laws and regulations.

Water must be clean, fresh water from municipal sources and not taken from sources with suspended sediments.

THE CONTRACTOR WILL TREAT THE DESIGNATED VEGETATION IN ACCORDANCE WITH THE METHODOLOGY OUTLINED BELOW AND IN ACCORDANCE TO THE CORRESPONDING "SEQUENCING AND SCHEDULING" SECTION AS STATED ABOVE.

METHOD - FOLIAR SPRAY:

The Contractor will spray herbicide directly onto foliage and stems of target vines, thoroughly saturating the target vegetation. Avoid excessive application so as to prevent run-off onto the ground. Avoid spraying adjacent desirable vegetation. Cut vines no less than 30 days after herbicide application. The Contractor must legally dispose of dead plant material off site.

PK-22 IR-V.9 FOLLOW-UP TREATMENT:

Regrowth of treated plant material will receive a follow-up treatment using the same method as initial treatment unless the site has been planted. The follow-up treatment will be scheduled as per the Scheduling and Sequencing section of this specification and as per the Engineer.

If planting has taken place, follow-up treatment will be done by foliar swipe method described herein, with great care to not let any herbicide touch new plantings. The Contractor will be liable for any herbicide damage to new plantings. Avoid excessive application so as to prevent run-off onto the ground. If no planting has taken place, foliar spray method described herein should be used except for basal bark treatment follow-up where basal bark treatment should be used. Dead plants may be left in place.

PK-22 IR-V.10 SUBMITTALS

The Contractor must submit the following prior to each application:

1. At least 3 weeks prior to the start of work, submit a Work Plan describing intended

operations, start date, scheduling, chemical treatments and personnel for work within designated wetland areas.

2. A written health and safety plan as described in Section **PK-22 IRV.7**.
3. The product intended for use and the associated Material Safety Data Sheets (MSDS).
4. The proposed application methodology and rate and a written calibration process for the application of such chemicals.
5. Documentation of Applicator's license(s) for the staff performing the work.
6. An Aquatic Pesticide Permit from NYSDEC must be obtained prior to spraying, as applicable.
7. Record of herbicide treatments completed on site in the form of all daily reports, signed by the NYSDEC Licensed Applicator.

The Contractor will submit a copy of the following on a weekly basis when herbicide application work is being performed: The Contractor will keep daily records of all application work including the licensed applicator(s) name(s), certification number(s), date, location, tank mix, amount of restricted- use herbicides applied, US EPA registration number, rate of application, method of application, target plant and weather conditions. These records must be shown to the Engineer at the end of each day's application or more frequently as requested by the Engineer. At the completion of each week of application work, a copy of these records must be signed by the Applicator and submitted to the Engineer.

PK-22 IR-V.11 MEASUREMENT AND PAYMENT

The quantity of **INVASIVES REMOVAL VINES - FOLIAR SPRAY METHOD -CUSTOM** to be paid for will be the number of **SQUARE YARDS** of the method /her designated representative.

The price bid of FOLIAR SPRAY METHODS will be calculated based upon the unit price per **SQUARE YARD**. The price bid will include all labor, materials, and equipment, including necessary permits, required to complete the work as per the contract documents, and to the satisfaction of the Engineer. Payment for work performed under this item will be made as follows:

FOLIAR SPRAY METHOD:

Upon satisfactory completion of herbicide application and removal and disposal of vegetation - 50%.

Upon satisfactory completion of all follow-up treatment- 50%.

Payment will be made under:

Item No.	Item	Pay Unit
PK-22 IRV	INVASIVES REMOVAL VINES - CUT STUMP METHOD - CUSTOM	S.Y.

SECTION PK-37 L - LOAMY SAND TO SANDY TOPSOIL - CUSTOM

PK-37L.1 DESCRIPTION:

Under this Item, the Contractor will furnish, place, and incorporate LOAMY SAND TO SANDY TOPSOIL - CUSTOM in accordance with the plans, specifications, and directions of the Engineer in consultation with NYC Department of Parks and Recreation Interagency Coordination (NYC Parks) at Interagency@parks.nyc.gov and the project Restoration Specialist - Construction Monitor (RSCM). The Contractor will be liable for any damage to property caused by topsoil operations and all areas and construction disturbed must be restored to their original condition, to the satisfaction of the Engineer.

The Contractor will prioritize spreading SECTION PK-52 - STRIP, STORE, AND SPREAD EXISTING TOPSOIL before spreading any SECTION PK-37L - LOAMY SAND TO SANDY TOPSOIL. SECTION PK-37L new soil from off-site is only to be used after all acceptable SECTION PK-52 reuse soil has been depleted. The Contractor must notify the Engineer in advance for approval prior to delivery of any SECTION PK-37L new soil to the site.

PK-37L.2 MATERIALS:

All Topsoil material will be from a source which has been approved by the Engineer. For informational purposes only, three topsoil suppliers have agreed to maintain and protect designated stockpiles at their facility, subject to random testing and labeled "NYC Parks". Those suppliers are Long Island Compost, Yaphank, NY; Nature's Choice Corp., Jersey City, NJ; and Island Topsoil, Syosset, NY.

Alternate suppliers with topsoil inventory within one hundred fifty (150) miles of the New York City limits may be submitted for consideration, however additional time may be required to establish stockpiles and facilitate testing (see SUBMITTALS). All designated stockpiles will be tested for fertility and textural characteristics as well as environmental compliance. Only stockpiles that meet all test standards and the below specification will be approved.

All Topsoil under this item will be a friable sandy loam that has either been removed to a depth of one (1') foot (or less if subsoil is encountered) or manufactured using compost and amendments. Topsoil will be of uniform quality, free from hard clods, stiff clay, hard pan, sods, partially disintegrated stone, lime, cement, ashes, slag, concrete, tar residues, tarred paper, boards, chips, sticks, or any other undesirable material. No Topsoil to be delivered in a frozen or muddy condition.

Topsoil must meet the following specifications:

1. Textural Description: Must be limited to the following: Loamy sand to Sand
2. pH level: The acidity range must be pH 5.0 to pH 7.0 inclusive.
3. Macro and Micronutrient Levels: Must be reported by an accredited cooperative research and extension soil testing laboratory associated with a State University as approved by the Engineer. Testing inclusive of Phosphorous, Potassium, Magnesium, Calcium, Zinc, Copper, Manganese, Boron, Iron, Nitrate

4. Soluble Salts – Electrical Conductivity (EC): When tested by adding water to the soil in a 2:1 ratio, allowing salts to dissolve, then measuring the EC of the filtered watery slurry, the EC reading must be a maximum of 1.20 mmhos/cm. A higher level indicates excessive salt content and material will be rejected.

5. Organic Content:
 - a. Standard use: Topsoil must contain a minimum of one percent (1%) organic matter determined by loss on ignition, of moisture-free samples dried in accordance with the current method of the Association of Official Agricultural Chemists. The organic matter must not exceed three (3%) percent. Should test results show organic content greater than three (3%) percent, the material will be rejected.
 - b. Wetland Mitigation above MHW line use: Topsoil must contain a minimum of two percent (2%) organic matter determined by loss on ignition, of moisture-free samples dried in accordance with the current method of the Association of Official Agricultural Chemists. The organic matter must not exceed five (5%) percent. Should test results show organic content greater than five (5%) percent, the material will be rejected.

6. The value for Macro (P, K, N) and Micro Nutrients (Mg, Ca, Mn, Zn, Cu and B) must be as outlined below as determined by an extension soil testing laboratory associated with a State University, as approved by the Engineer, using the procedures as described in the “Soil Testing Procedures for The Northeastern United States, 2nd Edition, Northeast Regional Publication, Agricultural Experiment Station, University of Delaware, Bulletin #493, 12/95”.

Variable	Maximum Value	Minimum
Organic matter (Standard)	3% (loss on ignition)	1%
Organic matter (Mitigation)	5% (loss on ignition)	2%
pH	7	3
Electro Conductivity	0.4 mmhos/cm	0
Total nitrogen (TKN)	800	0
Nitrate	10 ppm	0
Potassium	100 ppm	0
Phosphorous	40 ppm	0
Magnesium	150 ppm	2
Calcium	800 ppm	1

7. Mechanical Analysis: Topsoil must consist of the following percentages of gravel, sand, silt and clay. Any soil that does not meet the requirements below will be rejected. When directed by the Engineer, the Contractor may be granted permission to screen delivered topsoil at the site in order to achieve particle size compliance. Additional testing at the Contractor’s expense may be required to confirm compliance after completion of on-site screening.

Ranges:	<u>0-8%</u>	<u>Gravel</u>
	<u>70-90%</u>	<u>Sand</u>

Classification/sieve size:	<u>5-15%</u>	<u>Silt</u>
	<u>5-10%</u>	<u>Clay</u>
	<u>2" to 2.0 mm</u>	<u>Gravel</u>
	<u>2.0 mm to .05 mm</u>	<u>Sand</u>
	<u>.05 mm to .002 mm</u>	<u>Silt</u>
	<u><.002 mm</u>	<u>Clay</u>

In addition to the above gradation the Contractor must provide the percentage of particle sizes corresponding to U.S.D.A. classifications:

Very coarse sand	(2.0 mm to 1.0 mm)
Coarse sand	(1.0 to .5 mm)
Medium sand	(.5 mm To .25 mm)
Fine sand	(.25 to .1 mm)
Very fine sand	(.1 to .05 mm)
Silt	(.05 to .002 mm)
Clay	(<.002mm)

8. Recommendations: Test report must include recommendations for soil additives and/or fertilizers to correct nutrient deficiencies/ adjust pH as necessary for the specific crop(s) specified. Soil additives and fertilizers will be incorporated as recommended by the required laboratory at no additional expense to the City. Additional topsoil evaluation testing will be required to confirm compliance after application of amendments, see SUBMITTALS.

9. Environmental Standards: Topsoil must not exceed the analytical limits of New York State Environmental Conservation Law, New York Code Rules and Regulations, hereafter known as Title 6 NYCRR Part 375-6.8(b) Restricted Residential Soil Cleanup Objectives (SCO). Topsoil must consist exclusively of, and be limited to organic matter, soil and rock within the particle size limits listed. Plastic, cardboard, paper, metal objects, gypsum board, rubble, soil-like pulverized construction and demolition (C&D) debris, glass, concrete and concrete products, brick, asphalt and asphalt products will NOT be accepted in Topsoil.

PK-37L.3 SAMPLING AND TESTING:

The Contractor will, at the earliest possible date, submit the name of a supplier and an ELAP certified test laboratory (see Environmental Test Method and SUBMITTALS). The Contractor will ensure that the selected Topsoil is isolated and protected to prevent cross contamination with other Topsoil Material. The Contractor will immediately inform the Engineer of the Topsoil source selected. The Contractor is responsible for locating and isolating sufficient, acceptable Topsoil to complete the Work.

Analytical Test Method: The Contractor must ensure “Topsoil Evaluation with Soil pH and fertility recommendations for new plantings” (a.k.a. Crop Recommendations) be performed by an accredited cooperative research and extension soil testing laboratory, associated with a State University, as approved in writing by the Engineer. Testing will be performed by the Contractor at random at the Engineer’s discretion. The Contractor will adhere to the soil sampling and testing

guidelines of the testing laboratory. Soil testing must include: textural description, pH, macro and micronutrient levels, visual description, soluble salt level (EC), organic matter content (loss on ignition method), gravel content, mechanical analysis and required amendments and the rates of application for the required amendments. Test results and recommendations must meet the limits of this specification unless otherwise approved in writing by the Engineer. ANALYTICAL SAMPLING WILL BE PERFORMED BY THE CONTRACTOR AT THE SOURCE. The Contractor will be responsible for testing and will not be compensated for any costs associated with this work (no cost to the City).

Once Topsoil is tested and approved for the above-mentioned Analytical characteristics, the Engineer will proceed with testing for Environmental characteristics.

Environmental Test Method: Once the Contractor's proposed ELAP certified laboratory is approved, the laboratory may be directed by the Engineer to sample and test material taken from Contractor's source of Topsoil. Testing must be performed by an environmental testing laboratory certified by the NYSDOH Environmental Laboratory Accreditation Program (E.L.A.P.) and approved by the Engineer using Test Methods EPA 8260C (VOCs), EPA 8270D (SVOCs), EPA 8081B (Pesticides), EPA 8082A (PCBs) and EPA 6010C (Metals). Reference standards are those described by, but not necessarily limited to, Title 6 NYCRR Part 375-6.8(b) and the terms of this specification. Engineer will contact the Environmental Remediation Unit at Capital-EnvRemed@parks.nyc.gov for all questions related to Environmental sampling and testing. The laboratory will send all test results directly to the Environmental Remediation Unit. Evaluation of environmental test results and acceptance or rejection of the Contractors proposed source by Park's Remediation Unit will be considered final. ENVIRONMENTAL SAMPLING WILL BE PERFORMED BY THE APPROVED LABORATORY AT THE SOURCE. The Contractor will be responsible for all fees and costs associated with soil testing work.

PK-37L.4 CONSTRUCTION DETAILS:

Delivery of Topsoil: Once approval is received for both analytical and environmental characteristics, the Contractor may proceed and must notify the Engineer a minimum of 48 hours prior to the intended topsoil delivery date. All imported topsoil will be delivered in trucks and may be subject to visual inspection and additional testing. For each truckload of Topsoil delivered to the site, the Contractor must provide a Bill of Lading from the source/supplier, signed by the driver and the superintendent or the Contractor's representative at the site. The Bill of Lading must indicate source, shipping time, date, quantity and delivery site. Topsoil source, shipping and receiving dates and other verifying information must match on all documents. The Bill of Lading must be in addition to, and must match, the driver's truck ticket. Topsoil will be inspected and measured in trucks upon arrival and may be sampled for comparison with previously approved Topsoil source.

Preparation of Subgrade: Hollows, depressions, and gullies will be filled with acceptable material free from stones over two inches (2") in diameter, cinders, rubbish, and other unsuitable material. All surplus material and debris must be removed and disposed of as directed by the Engineer.

Loosen subsoil by scarifying, ripping or tilling using disks, harrows or other suitable equipment to a depth of (4"-6") immediately before placing any topsoil. Repeat cultivation in areas where

equipment used for hauling and spreading topsoil has compacted subsoil.

Placement and Spreading of Topsoil: No topsoil will be handled when, in the opinion of the Engineer, it is too wet. Place and spread approved topsoil in dry weather on dry unfrozen grade.

Preparation of Final Grade: Thoroughly cultivate topsoil to minimum depth of (5”) by rototilling or hand methods where compaction has occurred and to break up all soil lumps. Float until surface is smooth.

PK-37L.5 SUBMITTALS:

Proposed Samples and Test Results: The Contractor will submit two (2) two pound (2 lb.) bags to the Engineer and the CMRS, with the testing report attached, for approval 30 days prior to delivering material to the site.

Source: The Contractor will submit the name and contact information for proposed Topsoil supplier on the Contractor's letterhead, along with specific location of stockpile, contract name, number and cubic yard quantity of each type of topsoil required under the contract (i.e. seed & sod, pits & beds). The Contractor will inform Engineer who will simultaneously e-mail source to NYC Parks and RSCM. Submittal is required a minimum of twenty-one (21) days in advance of anticipated date of Topsoil delivery to facilitate Engineer (in consultation with NYC Parks and RSCM) testing and approval. For sources of topsoil other than those listed in MATERIALS, above, or other approved Topsoil supplier list, the Contractor must submit same information a minimum of forty-five (45) days in advance.

Testing Laboratory: The Contractor must submit the name of a full service NYS ELAP certified commercial laboratory, certified in the category "Environmental Analyses Solid and Hazardous Waste" for approval by the Engineer. See website <http://www.wadsworth.org/labcert/elap/comm.html> for a list of NYSDOH certified labs. The laboratory must make themselves available to sample at the proposed topsoil source. The Engineer reserves the right to request a certificate of laboratory approval issued and signed by NYSDOH. Laboratories with expired certificates will not be approved. The approved laboratory will send all test results to Engineer, who will distribute to NYC Parks and RSCM.

Amendments: The Contractor will submit cut sheets for all required field added commercial fertilizers and amendments in accordance with laboratory Topsoil evaluation recommendations immediately after test results are received.

Test Reports: Completed test reports will be provided to the Engineer to confirm that amendments have been incorporated in the field. The Contractor will supply one (1) Landscape Evaluation laboratory test report, (as described under Analytical Test Method) for every one hundred (100 cy) cubic yards of topsoil installed (one minimum), provided to the Engineer for its use at no additional cost to the Agency. The quantity of test reports required will be based on a combined quantity of topsoil for both planting pits & beds and seeded and sodded areas.

PK-37L.6 APPEAL PROCESS: The Engineer will visually check for discrepancies between the delivered soil and the approved submittal and sample. If the Engineer suspects that the topsoil delivered to the site has excessively high levels of organic matter, pH, clay, etc. that would not be within the allowable levels listed in this specification, the soil will be rejected until additional testing proves otherwise. Should the Contractor contest the Engineer's determination, Engineer will take samples so additional tests may be performed at the Contractor's expense. Testing must be performed by an accredited cooperative research and extension soil testing laboratory associated with a State University as approved by the Engineer as approved in writing by the Engineer. The Contractor will make application and send samples for additional testing. These results will be considered final.

PK-37L.7 METHODS OF MEASUREMENT AND PAYMENT: The quantity of **LOAMY SAND TOPSOIL - CUSTOM** to be paid for under this Item will be the number of **CUBIC YARDS** of topsoil furnished, placed, and incorporated in the completed work in accordance with the plans, specifications, insurance, and the directions of the Engineer. No topsoil will be furnished until ordered by the Engineer.

The price bid will be a unit price per **CUBIC YARD** of topsoil measured in trucks used for delivery, and will include the cost of all labor, materials, and equipment necessary to prepare topsoil areas, soil testing, furnish, place, and incorporate topsoil and all other work incidental thereto, to the satisfaction of the Engineer.

*Delivery ticket with name and address of vendor, date, and estimated volume must be supplied to the Engineer prior to truck measurement.

Payment will be made under:

Item No.	Description	Pay Unit
PK-37 L	LOAMY SAND TO SAND TOPSOIL - CUSTOM	C.Y.

SECTION PK-465 A - BROADCAST SEEDING OF NATIVE SEED & COVER CROP - CUSTOM

PK-465 A.1 DESCRIPTION: Under this item of the contract the Contractor will do all work necessary for the **BROADCAST SEEDING OF NATIVE SEED & COVER CROP** in accordance with the plans, specifications, and directions of the Engineer in consultation with the project Restoration Specialist - Construction Monitor (RSCM) and NYC Department of Parks and Recreation Interagency Coordination (NYC Parks) at Interagency@parks.nyc.gov. . Purchase of cover crop and native seed, site soil preparation, broadcast seeding of cover crop seed and native seed, mulching, watering, maintaining and reseeded of cover crop and native seed, as needed, and all incidental work will be completed under this item. All work must be in accordance with the plans and specifications to the satisfaction of the Engineer (in consultation with RSCM and NYC Parks).

PK-465 A.2 GENERAL REQUIREMENTS: Seed will be broadcast where indicated on the plans unless written approval is obtained from the Engineer. Any seed broadcast in a location not on the contract list and without the knowledge of the Engineer will not be approved for payment.

The Contractor will be liable for any damage to property caused by broadcast seeding operations and related work and all areas and construction disturbed must be restored to their original conditions to the satisfaction of the Engineer, within three (3) days of occurrence.

PK-465 A.3 MATERIALS:

(A) NATIVE SEED: All seed must be derived from a minimum of five (5) wild populations per species, each originating from within the two hundred (200) miles of NYC. Native seed is not a released selection, cultivar or named variety.

The Contractor must purchase the “Native Seed” from a seed material supplier approved by the Engineer (in consultation with NYC Parks) and the cost will be included in the bid price for this item. The Native Seed bag must be unopened and a copy of the label must be submitted as part of the Seeding Plan (see “CONTRACTOR’S SEEDING PLAN” section below) for approval by the Engineer (in consultation with NYC Parks), before seeding commences (see Section **PK-465 A.7** Submittals below).

Detailed documentation of seed provenance for each seed lot must be submitted within 30 (30) days of award of contract. Documentation must include the following information: species, date of collection, location/address, GPS coordinates, population estimate, sample size, community & habitat type, land use, soil texture, seed quality assessment and associated species (see Section **PK-465 A.7** Submittals below).

The bulk quantity of the seed for mixes to be purchased will be determined as detailed under “Quality and Inspection” in this specification to meet the required seeding rate of 30 lbs Pure Live Seed (PLS) per acre. The composition and Pure Live Seed application rates of each species in the seed mix will be as follows:

<i>Tridens flavus</i>	4.8 lbs PLS/acre
<i>Sorghastrum nutans</i>	4.8 lbs PLS/acre
<i>Panicum virgatum</i>	4.8 lbs PLS/acre
<i>Andropogon virginicus</i>	4.8 lbs PLS/acre
<i>Euthamia graminifolia</i>	2.7 lbs PLS/acre
<i>Solidago rugosa</i>	2.0 lbs PLS/acre
<i>Sym.novae-angliae</i>	1.1 lbs PLS/acre
<i>Asclepias incarnata</i>	0.9 lbs PLS/acre
<i>Eupatorium fistulosum</i>	0.9 lbs PLS/acre
<i>Solidago juncea</i>	0.8 lbs PLS/acre
<i>Solidago nemoralis</i>	0.8 lbs PLS/acre
<i>Symphyotrichum laeve</i>	0.8 lbs PLS/acre
<i>Symphyotrichum pilosus</i>	0.8 lbs PLS/acre

(B) COVER CROP: “Cover Crop” is seed of an indigenous species used to prevent erosion and improve soil quality. A cover crop will be applied separately. Apply *Secale cereale* (Common Rye) at rate of 15 lbs/acre in the Spring and 20 lbs/acre in the Fall . The Contractor will purchase the following species for use as cover crop: *Secale cereale* (Common Rye). This species must not be a released selection, cultivar or named variety.

The Contractor must purchase the cover crop from a seed material supplier approved by the Engineer and the cost will be included in the bid price for this item. The cover crop bag must be unopened and a copy of the label must be submitted as part of the Seeding Plan (see “CONTRACTOR’S SEEDING PLAN” section below) for approval by the Engineer (in consultation with RSCM and NYC Parks), before seeding commences (see Section **PK-465 A.7** Submittals below).

(C) MULCH: Mulch will be straw mulch stalks of oat or wheat, or wood pulp mulch as approved by the Engineer. Mulch will only be installed in areas designated by Engineer. Mulch will be stalks of oat or wheat, free from noxious weeds and other material and contain no fertile seed. Straw mulch, if used, will be well cured to less than twenty (20%) percent moisture by weight and furnished in air-dry condition and can be installed with commercial mulch blowing equipment.

Six (6) weeks prior to intended commencement of any seeding operations, the Contractor must submit a representative sample (i.e.- two (2) one-pound zip-lock bags labeled with Contractor’s name and contract number on each bag in permanent ink) of the straw mulch proposed for use to the Engineer for approval (See Section **PK-465 A.7** Submittals below). No straw mulch will be delivered to the seeding site until the approval of samples by the Engineer, but such approval will not constitute notice of substantial completion. The Engineer reserves the right to reject on or after delivery any straw mulch or ANY MATERIALS which do not meet these specifications to the Engineer’s and NYC Parks satisfaction.

(D) BROADCAST SEEDING EQUIPMENT: Seeding will be performed using hydraulic, cyclone, knapsack hand-operated or other broadcast type seeders. The choice of broadcasting equipment will be scaled to the area to be seeded to maximize efficiency of operations. The Contractor must submit the broadcast seeding equipment specifications as part of the Seeding Plan six (6) weeks prior to the intended commencement of seeding operations for approval by the Engineer (see Contractor’s Seeding Plan and Submittals Sections **PK-465 A.4.(A)** and **PK-465**

A.7.2 below).

(E) EROSION CONTROL MAT: New Erosion Control Mat: Specification ITEM NO. **PK 22-EC EROSION CONTROL MAT - CUSTOM**. Erosion Control Mat will be installed per specification at all areas intended for seeding, unless directed otherwise by Engineer (in consultation with RSCM and NYC Parks).

(F) JUTE MESH SEEDING EROSION CONTROL: New Jute Mesh: Specification ITEM NO.8.20 JUTE MESH. Jute Mesh will be installed per specification as substitution for Erosion Control Mat only in areas designated by Engineer (in consultation with RSCM and NYC Parks).

PK-465 A.4 CONSTRUCTION DETAILS:

QUALITY AND QUANTITY:

Seed must be fully cleaned, in the original, unopened bags and with an informational label permanently affixed to each bag. Damaged or faulty bags will be rejected. All seed will **NOT** be of a released selection, cultivar or named variety. All seed must be free of noxious weeds and undesirable grasses. Seed must have less than one (1%) percent of other crop seed. Seed must be properly stored by the Contractor in a cool, dry area free of rodents until needed by the Contractor.

All seed will be bagged and labeled with the following information:

- Species name/Common name
- Origin
- Net weight
- Percent Pure Seed (Purity)
- Percent weed seeds
- Percent other crop seeds
- Percent inert matter
- Percent germination
- Percent dormant seed
- Germination test date
- Seeds/Pound

The information contained on the label must be derived from an official seed analysis laboratory report from an accredited seed testing laboratory. A copy of the official seed analysis laboratory report must be submitted to the Engineer for each species constituting the mix prior to the purchase of seed by the Contractor. Copies of all seed analysis reports will be submitted by the Contractor as part of their Seeding Plan, no later than six (6) weeks prior to the date when the Contractor intends to commence seeding operations (see Contractor's Seeding Plan Section **PK-465 A.7** Submittals below).

The Contractor must submit the below calculations as part of their Seeding Plan for review and approval by the Engineer (in consultation with NYC Parks) prior to placing an order for the native seed with the seed supplier. The Contractor will have the seed mixed by the vendor only after the Contractor's broadcast seeder equipment specifications and the below Calculations have been submitted as part of the Seeding Plan AND approved by the Engineer (see "Contractor's Seeding Plan" and Submittals Sections **PK-465 A.4.(A)** and **PK-465 A.7.2** below).

Percent germination, percent dormant seed, and percent purity (sometimes called percent pure seed) results from the above official seed analysis laboratory report are necessary to determine a current Percent Pure Live Seed (%PLS) value for each species. Test results must be from within the last twelve months.

1. Percent viability: Percent viability in this calculation will be determined from the test results by adding the percent germination value and the percent dormant seed value:

Percent viability = Percent germination + Percent dormant seed

NOTE: If a percent dormant seed value is not provided in the test results, use the percent germination value alone as the percent viability in the following PLS calculation.

2. Percent of Pure Live Seed (%PLS) is the product of the percent (%) purity (from the test results) multiplied by the percent (%) viability (from calculation #1), divided by 100.

%PLS= (% purity x % viability)/100

NOTE: %PLS values must be calculated for each species individually.

3. Bulk seeding rates for each species are to be determined by dividing the PLS/acre seeding rate provided above for each species by the %PLS of each seed lot (from calculation #2 above).

Bulk Seeding Rate for each species = Pounds PLS (species) per acre / %PLS

NOTE: The bulk seeding rate must be calculated for each species individually prior to blending the seed mix and sowing.

PK-465 A.4 CONSTRUCTION DETAILS:

(A) CONTRACTOR'S SEEDING PLAN: A Seeding Plan MUST be submitted at least six (6) weeks prior to seed broadcast seeding commencement. No soil preparation for seed broadcasting operations as per the below "Site Preparation" Specification Section **PK-465 A.4.(C)** of this specification will commence until the Seeding Plan has been received and approved IN WRITING by the Engineer. The Seeding Plan must include the following:

- Broadcast seeder's specifications for approval
- Calculations as per above "Quality and Inspection" section.
- The setting that will be used on the broadcast seeder based on the bulk seeding rate for each species to deliver the correct amount of seed to the site.
- A copy of the label from the purchased cover crop bag(s).
- The approved time-frame for seed installation.

Upon approval of the seeder and the Seeding Plan by the Engineer, the Contractor will instruct the supplier to mix the seed per the approved Seeding Plan.

(B) NATIVE SEED AND COVER CROP STORAGE AND DELIVERY TO SITE: The Contractor must securely store the purchased seed away from vermin (including rodents), moisture and excessive heat or cold. The Engineer reserves the right to inspect the Contractor seed storage area and any seed found improperly stored as determined by the Engineer or their designated representative or infested by vermin or insects will be rejected. Rejected seed must be replaced at the Contractor's expense. The cost of replacement seed will be borne solely by the Contractor. Replacement seed must meet all the same specifications as the original purchased seed.

Seed will be rejected by the Engineer or their designated representative if delivered to the site in an unacceptable condition such as open, damaged or wet bags, or if bags are damaged on site by improper handling or storage. All rejected material must be marked by the Engineer or their designated representative and will be replaced with acceptable material at the Contractor's expense. There will be no additional cost to the City.

(C) SITE PREPARATION:

Site Acceptance: Sites where the Contractor has performed invasive species removals under this contract must be inspected by the Engineer (in consultation with RSCM and NYC Parks) and approved for seeding PRIOR TO soil preparation for seeding operations. The Contractor will remove invasive plants, as necessary, per Specification Sections PK-22 IR-FS INVASIVES REMOVAL - SINGLE APP FOLIAR SPRAY – CUSTOM, PK-22 IRHP INVASIVES REMOVAL HERBACEOUS PLANTS MOW AND SPRAY METHOD CUSTOM, PK-22 IRK INVASIVES REMOVAL KNOTWEED - CUT AND SPRAY METHOD – CUSTOM, PK-22 IRV INVASIVES REMOVAL VINES - CUT STUMP METHOD – CUSTOM, PK-22 IRP INVASIVES REMOVAL PHRAGMITES MOW AND SPRAY METHOD 2 YEAR – CUSTOM, PK-22 IRS INVASIVES REMOVAL SHRUBS CUT STUMP METHOD – CUSTOM, PK-22 IRT INVASIVES REMOVAL TREE OVER 6 TO 12 DBH CUT STUMP METHOD – CUSTOM. Sites where invasives have not been properly controlled as per the Engineer (in consultation with RSCM and NYC Parks) will not be accepted for seeding. As directed by the Engineer, such sites will be re-treated as per the appropriate items in the contract at no additional cost to the City.

Any site where the Contractor has not performed invasive species removal under this contract must be inspected together by the Engineer (in consultation with RSCM and NYC Parks) and the Contractor and approved prior to seeding. Performance of initial broadcast seeding by the Contractor at any such site where the Contractor did not perform invasive removals constitutes acceptance of all the terms of this specification for the site.

Soil Preparation: If required and at the direction of the Engineer, or their designated representative, the Contractor will be mow all vegetation to a height of no more than two (2") inches across the entire the area to be seeded. Mowing, if directed by engineer in preparation for tilling or decompaction will be included in the cost of seeding, without regard to prior invasive species treatment actions.

Prior to seeding, the area to be seeded will be decompacted by ripping to loosen the top twelve inches (12") to twenty-four inches (24") of soil per Specification Section PK-473 DD DECOMPACTION OF DISTURBED AND COMPACTED SOIL - SOIL RIPPING - CUSTOM. At the direction of the Engineer, the Contractor will mow all remaining vegetation to a height of no more than 2 inches across the entire the area to be seeded, if required prior to soil ripping.

Mowing in preparation for ripping, if directed, will be included in the cost of seeding, without regard to prior invasive species treatment actions. The ripped area will be fine-tilled or power-raked to open the soil and remove rocks, roots, top growth, or debris over two inches (2") in size, in any dimension.

After seed bed preparation, areas to be seeded will be "tracked" with tracked crawler or rubber-tired equipment to make depressions to receive the seed at the discretion of the Engineer.

THE RIPPED AND/OR TRACKED AREA MUST BE INSPECTED AND APPROVED BY THE ENGINEER PRIOR TO SEEDING.

(D) INSTALLATION: No broadcast seeding will be done, except in the presence of the Engineer (in consultation with RSCM and NYC Parks) or their designated representative. Any broadcast seeding performed in a location not on the contract list and without the knowledge of the Engineer or their designated representative will not be approved for payment.

The Engineer or their designated representative must be notified in writing not less than five (5) working days in advance before any broadcast seeding is to commence. Seed must be sown in the spring during the months of March, April, or May or in September, or October or as directed by the Engineer.

Seeding Plan: A seeding plan must be submitted at least six (6) weeks prior to broadcast seeding commencement. No Site Preparation as per the above PK-465 A.4.(C) "Site Preparation" specification Section of this specification can commence until the Seeding Plan has been received and approved in writing by the Engineer. See PK-465 A.4.(A) "Contractor's Seeding Plan" specification Section above and PK-465 A.7 Submittals specification Section below for details.

Timing of Seeding Operations: In order to minimize invasive species regeneration on site, the Contractor will time the seeding application to coincide with completion of the Invasive Removal Items of this contract and as directed by the Engineer. See specification Section PK-465 A.4.(C) "Site Preparation" above. The time-frame of installation will be included in the Seeding Plan.

Seeding Methods & Requirements:

Seed method will be broadcast seeding. Seeding will be performed using hydraulic, cyclone, knapsack hand-operated or other broadcast type seeders. The choice of broadcasting equipment will be scaled to the area to be seeded to maximize efficiency of operations and must be approved by the Engineer.

Six (6) weeks prior to the commencement of seeding operations, the Contractor must submit to the Engineer for approval their Seeding Plan for applying the seed, including the specifications for the broadcast seeder. Upon approval of the seeder and the Seeding Plan by the Engineer, the Contractor will instruct the supplier to mix the seed per the approved Seeding Plan Calculations (See specification Section PK-465 A.4.(A) "Contractor's Seeding Plan" above and specification Section PK-465 A.7 Submittal's below).

All seeding must be performed in moderately dry to moist soil conditions at a time when the wind velocity does not exceed five miles per hour (5 mph) as directed by the Engineer or their designated representative. The Engineer or their designated representative may direct the Contractor to

postpone seeding until soil moisture and wind velocity conditions are acceptable as per the Engineer or their designated representative.

Particular care must be exercised to ensure that the application is made uniformly and at the prescribed rate, guarding against missed areas and overlaps. Sow one-half the seed in one direction, and sow remainder at right angles to the first sowing. The contractor will cover seed uniformly to a maximum depth of one-half (1/2) inch by means of spike-tooth harrow, cultipacker, rake or other approved devices.

Cover Crop: The Contractor will purchase two species for use as cover crop: *Chamaecrista fasciculata* (Partridge Pea) and *Secale cereale* (Common Rye). The Contractor will broadcast the cover crop seed at the same time as the native seed. Cover crop seeding operations must only be staged during any of the following months. If seeding operations take place in the months of March, April or May, the Contractor will apply a mixture of *Chamaecrista fasciculata* (Partridge Peas) at a rate of fifteen (15 lbs. /acre) pounds per acre and *Secale cereale* (Common Rye) at a rate of fifteen (15 lbs. /acre) pounds per acre). If seeding operations take place in the months of September or October, the Contractor will apply *Secale cereale* (Common Rye) at a rate of twenty (20 lbs. /acre).

Native Seed. The Contractor will uniformly broadcast dry native seed at the application rate of 30 lbs PLS/acre (lbs Pure Live Seed per acre). The Contractor will install seed at the bulk seeding rate as calculated and accepted by the Engineer in the Contractor's submitted Seeding Plan (see PK-465 A.4.(A) "Contractor's Seeding Plan" specification Section above and PK-465 A.7 Submittals specification Section below).

Straw Mulch. The Contractor will furnish and place straw mulch in accordance with the plans, specifications and as per the Engineer. All mulching will be done immediately following drilling operations. Straw mulch will be spread uniformly at the rate of 1.5-tons per acre. Mulch will be spread by hand, blower-type mulch spreader or other approved method only. Equipment will NOT be allowed that does not properly distribute the weight of the equipment over a large area. Mulching must be started on the windward side of relatively flat areas or on the upper part of steep slopes and continued uniformly until the area is covered. The mulch will not be bunched or clumped and should not exceed 50% ground cover.

Tackifier: No tackifier will be used unless otherwise directed by the Engineer.

Erosion Control Mat: Erosion Control Mat will be applied as a ground cover to the surface of all seeded areas after the seeding is completed, as directed by the Engineer. Erosion Control Mat will be applied to a uniform depth and will be so distributed as to create a smooth, level cover. The Erosion Control Mat will be installed as described in Specification Section PK-22 EC EROSION CONTROL MAT – CUSTOM and be paid for under separate payment.

Jute Mesh: Jute Mesh will be applied as a substitute for Erosion Control Mat in areas determined by Contractor, and approved by the Engineer (in consultation with RSCM and NYC Parks). Jute Mesh will be applied as a ground cover to the surface of all seeded areas after the seeding is completed. Jute Mesh will be applied to a uniform depth and will be so distributed as to create a smooth, level cover.

The Jute Mesh will be installed as described in Specification Section 8.20 JUTE MESH and be paid for under separate payment.

Watering At Installation: At the discretion of the Engineer, the Contractor will water the site exactly four (4) days after completion of seeding if there is only a trace of rain or less as determined by the Engineer within three (3) days of completion of seeding operations. The Contractor must have a portable, truck-mounted and pump-driven hydraulic watering system, with proper nozzles to ensure gentle watering of the seeded area and with a tank size sufficient to water the entire seeded area at 6,000 gallons per acre (1/4-inch) or the ability to refill the tank as approved by the Engineer (see below regarding City hydrants). The water truck must be pre-approved by the Engineer. No hand watering will be permitted. If necessary, for areas not accessible to water from a truck-mounted tank, a watering irrigation system MUST be installed with proper nozzles to insure gentle watering of the seeded area.

Where water is supplied from City hydrants, the Contractor must obtain a hydrant permit from the Department of Environmental Protection. The Contractor is responsible for keeping the permits current.

The Contractor must have all tools necessary for using city hydrants in their possession at time of seeding to ensure that this specification is adhered to. If conditions do not allow the use of New York City water sources, the Contractor must obtain their own source of water. No direct payment will be made for water obtained from other than city sources, but the cost thereof will be deemed included in the bid price of this item and other various items of the contract.

PK-465 A.5 EVALUATION & INSPECTION: The first inspection will occur one to two (1-2 mos.) months after broadcast seeding has been completed. The cover crop only will be inspected at this time. At the time of inspection, if the cover crop is found to provide less than sixty (60%) percent cover, at the discretion of the Engineer the Contractor must re-seed using half the original seeding rate (see Cover Crop in “Installation” Specification Section PK-465 A.4.(D) above) in the next month of the approved seeding months of March, April, May, September or October.

The second inspection will occur during the months of June or July one (1) cold season (Nov 1st - March 1st) after broadcast seeding has been completed. Therefore, the second inspection will always occur in June or July of the FOLLOWING YEAR after seed installation regardless of the month seed installation occurred. Both cover crop and native seed must be inspected and acceptance is to be provided for areas in which approved growth is achieved as determined by the Engineer. If inadequate growth as determined by the Engineer is observed in the area seeded, the Contractor will re-seed at half the original seeding rate in the months of March, April, May, September or October. Any additional native seed required must be purchased by the Contractor and meet the specifications under the “Native Seed” paragraph of the “Materials & Equipment” section of this specification. Additional cover crop seed must be purchased as described in the “Materials & Equipment” section of the specification above.

If inadequate growth as determined by the Engineer is observed in the area seeded, the Contractor will re-seed at half the original seeding rate in the months of March, April, May, September or October. Any additional native seed required must be purchased by the Contractor and meet the specifications under the “Native Seed” paragraph of the “Materials & Equipment” Specification Section PK-465 A.3.(A) above. Additional “Cover Crop” seed must be purchased as described in

“Materials & Equipment” Specification Section PK-465 A.3.(B) above.

PK-465 A.6 MAINTENANCE: The Contractor will perform seed installation, watering, and mowing required to achieve good growth and establishment of the cover crop and native seed.

(A) Re-seeding: After inspection, the Contractor must reseed any areas which fail to show growth satisfactory to the Engineer (in consultation with RSCM and NYC Parks) and as directed by the Engineer with the specified mixture of seed as many times as is necessary, but not to exceed twice per year in any one location, until notice of substantial completion of the Contract. Minimum even distribution of eighty-five (85%) percent germination/cover for satisfactory successful growth. Reseeding will be at no additional cost to the City and will be included in the Contractor’s bid price for this item. Any additional native seed required must be purchased by the Contractor and meet the specifications under the “Native Seed” paragraph of the “Materials & Equipment” Specification Section PK-465 A.3.(A) above. Additional cover crop seed must be purchased as described in the “Materials & Equipment” Specification Section PK-465 A.3.(B) above.

There will be a two (2) year guarantee on the seeded area commencing after the final acceptance and the completion of the whole work of this contract. After substantial completion, the seeded area must be inspected periodically during the guarantee period by the Engineer and when instructed by the Engineer, the Contractor must reseed any area failing to show growth satisfactory to the Engineer and NYC Parks in the next appropriate month even when the next month falls outside the two (2) year period. This reseeded will occur as many times as necessary but not to exceed twice per year in any one location throughout the two (2) year guarantee period. Reseeding as part of the two-year guarantee will be at no additional cost to the City and will be included in the Contractor’s bid price for this item.

(B) Watering: Water must be free from oil, have a pH not less than six (6.0) nor greater than eight (8.0) and must be free from impurities injurious to vegetation.

Watering will take place until final acceptance of the contract AND throughout the two-year guarantee period following substantial completion of the contract and will be at a rate of at least six thousand (6,000) gallons per seeded acre at a MINIMUM of two (2) week intervals from May 1st to December 1st unless otherwise directed by the Engineer. The Engineer may order more or less watering based on weather conditions, resulting soil water content or other factors. If drought conditions warrant, the Engineer may order more frequent watering than scheduled or during non-scheduled periods. A biweekly watering schedule must be submitted to the Engineer prior to May 1st or upon completion of the seeding operations if after May 1st (see Specification Section PK-465 A.7 Submittals below). See Specification Section PK-465 A.4 “Watering At Installation” above for information about water supplied by NYC hydrants.

(C) Mowing: The seeded site will be mowed one time after the completion of seeding during the months of July and August when after native vegetation has gone to seed. Vegetation will be mowed to a height of six to eight (6-8”) inches to increase resource allocation for the native seedlings and prevent weeds from producing seed.

PK-465 A.7 SUBMITTALS: Submittals will be as follows (specific submittal requirements described in this specification):

1. **SEED PROVENANCE AND QUALITY:** Contractor must submit documentation verifying the provenance and quality of each species (6) weeks prior to broadcast seeding commencement. Documentation will include the following information:
 - a. Species
 - b. Date of collection
 - c. Location/address of collection
 - d. Seed quality assessment, including percent viability and percent live seed

2. **SEEDING PLAN:** At least six (6) weeks prior to broadcast seeding commencement, the Contractor must submit a seeding plan that will include the following:
 - a. Broadcast seeder’s specifications for approval
 - b. Calculations as per above “Evaluation and Inspection” Specification Section PK-465 A.5.
 - c. The setting that will be used on the broadcast seeder based on the bulk seeding rate for each species to deliver the correct amount of seed to the site.
 - d. A copy of the label from the purchased cover crop bag(s).
 - e. The approved time-frame for seed installation.

3. **MULCH:** At least six (6) weeks prior to intended start of seeding operations, the Contractor will submit a representative sample (i.e.- two (2) one (1 lb.) pound zip-lock bags labeled with the Contractor’s name and contract number on each bag in permanent ink) of the straw mulch proposed for use to the Engineer for approval. No straw mulch will be delivered to the seeding site until the approval of samples by the Engineer, but such approval will not constitute notice of substantial completion. The Engineer reserves the right to reject on or after delivery straw mulch or ANY MATERIALS which do not meet these specifications to the Engineer’s satisfaction.

PK-465 A.8 MEASUREMENTS AND PAYMENTS:

The quantity of BROADCAST SEEDING OF NATIVE SEED & COVER CROP – CUSTOM to be paid for under this Item will be the area seeded, measured in SQUARE YARDS, in accordance with the plans, specifications, and directions of the Engineer or their designated representative.

The price bid will be a unit price per SQUARE YARD of area broadcast seeded and will include purchase of cover crop and native seed, all site and soil preparation, broadcast seeding, mulching, watering, replacing all seed and reseeding, mowing of the seeded area, insurance and all other work incidental thereto, in accordance with the plans and specifications, to the satisfaction of the Engineer. The price of water, regardless of the source, will be included in the bid price. No extra payment will be made for water obtained from the Contractor's own source.

Approved payments are dependent on adherence to the approved watering and maintenance schedule.

Payment will be made under:

Item No.	Description	Pay Unit
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PK-465 A

BROADCAST SEEDING OF NATIVE SEED & COVER CROP - S.Y.
CUSTOM

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.

January 18, 2023

PROJECT ID: WTM4SPRW

FOUR SPARROW MARSH TIDAL WETLAND MITIGATION

BOROUGH OF BROOKLYN
CITY OF NEW YORK

SUPPLEMENTAL DOCUMENTATION FOR USE WITH SPECIFICATIONS FOR
HANDLING, TRANSPORTATION, AND DISPOSAL
OF POTENTIAL AND IDENTIFIED
CONTAMINATED AND HAZARDOUS MATERIALS

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FOUR SPARROW MARSH TIDAL WETLAND MITIGATION

BOROUGH OF BROOKLYN
CITY OF NEW YORK

Project ID: WTM4SPRW

Prepared By:

 **Department of
Design and
Construction**
30-30 Thomson Avenue
Long Island City, New York 11101

January 18, 2023

These Haz-Pages are to be read in conjunction with the corresponding 8.01 sections of
STANDARD HIGHWAY SPECIFICATIONS, May 16, 2022.

Notice to Bidders

DISCLAIMER: NO PHASE II ENVIRONMENTAL SITE INVESTIGATION (ESI) IS PROVIDED. THE COST SHALL INCLUDE THE FIELD SAMPLING PLAN (FSP), INVESTIGATION HEALTH AND SAFETY PLAN (IHASP) AND FIELD SAMPLING SUMMARY REPORT (FSSR) TO BE PREPARED ACCORDING TO CEQR PROTOCOLS AND SUBMITTED FOR DEP APPROVAL. THE FSP, IHASP AND FSSR SHALL BE SUBJECTED TO ABIDE BY ANY RECOMMENDATIONS RESULTED FROM DEP APPROVAL.

ATTACHMENT 1: PHASE I ENVIRONMENTAL SITE ASSESSMENT

- Final -

**Phase I Environmental Site Assessment Report
for
Four Sparrow Marsh Tidal Wetland Mitigation
2879 Flatbush Avenue, Brooklyn, New York, 11234**

DDC PROJECT NO. WTM4SPRW
DDC TASK ID. 2022-OEHS0948-01
WORK ORDER NO. OEHS-20201409799-WOL-317
CONTRACT REGISTRATION NO. 20201409799

Prepared for:



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PROJECT NO. 31402661.298

March 28, 2023

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EXECUTIVE SUMMARY

On behalf of the New York City (NYC) Department of Design and Construction (DDC), Louis Berger U.S., Inc., a WSP company (Louis Berger), conducted a Phase I Environmental Site Assessment (Phase I ESA) of the Four Sparrow Marsh (hereinafter referred to as the Site). The Site is located at 2879 Flatbush Avenue in the Mill Basin section of the Borough of Brooklyn, New York. The Site is currently a portion of the NYC Department of Parks and Recreation (DPR) Four Sparrow Marsh (portion of Block 8591, Lot 100) and is approximately 139,800 square feet (3.21 acres) in size and is irregular in shape.

The New York City Department of Design and Construction (NYCDDC) WTM4SPRW project will involve wetland mitigation work in Four Sparrow Marsh in the Mill Basin area of Brooklyn to improve natural wetland conditions and functions through restoration/rehabilitation and prevent further declination of the wetland. The tidal wetland mitigation was originally proposed as the off-site mitigation to compensate for the impacts at the NYCDDC SE795 project in Far Rockaway, Queens. Subsequently, New York State Department of Environmental Conservation (NYSDEC) has approved the relocation of the mitigations for NYCDDC projects SE798 in Staten Island and CONISPH2B in Brooklyn, to Four Sparrow Marsh as well. A total of 74,060 square feet of tidal wetland creation is proposed at Four Sparrow Marsh to compensate for these three projects.

The main objective of the Phase I ESA is to identify Recognized Environmental Conditions (RECs), Controlled Recognized Environmental Conditions (CRECs), and Historical Recognized Environmental Conditions (HRECs) that may affect the subsurface environment of the Site. In addition, the assessment was conducted for purposes of environmental due diligence under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). The Phase I ESA included a review of a regulatory environmental database, historical fire insurance maps and aerial photographs; and reconnaissance of the Site and adjoining properties. The Phase I ESA also included a preliminary evaluation of specific potential environmental concerns or conditions that are, according to ASTM International (ASTM) E 1527-13, considered non-scope considerations. These concerns include radon and methane.

The Site reconnaissance was conducted on January 31, 2023 by Ms. Michelle Locke and Mr. Chris Calandrillo, Project Scientists of Louis Berger. The weather conditions at the time of the Site inspection were overcast with some snow, with a temperature of 32 degrees Fahrenheit. There was one limiting factor encountered during the Site reconnaissance involving the inability to access the southeastern portion of the Site due to heavy brush and vegetation. Additionally, a steep slope was

encountered between the undeveloped land and the wetland area, and due to safety concerns, into wetland area – safety concern

Summary of RECs and Environmental Concerns (See Section 7.0)

The Phase I ESA identified the following REC that has the potential to affect the environmental conditions at the Site:

- The Site consisted of backfilled land in the early 1900s based on a review of the historical topographic maps and aerial photographs and review of geologic information for the Site. Additionally, an apparent soil berm was observed along the northwestern boundary of the Four Sparrow Marsh, abutting the Site to the northwest. The environmental quality and source of the backfill material on the Site and soil berm are unknown; however, according to the information provided by NYC DPR, potentially contaminated fill material has been brought to the Site. The potential presence of historic fill material is considered a REC.
- According to the historical fire insurance maps, the Site was historically used as a golf driving range from the 1960s to 2000s and there is a potential that pesticides were applied to the Site during that time. The potential application of pesticides on the Site is considered to be a REC.

There were no CRECs or HRECs identified in connection with the Site.

The Phase I ESA identified the following other environmental concerns that have the potential to affect conditions at the Site:

- According to the Google Earth satellite image, the southeastern-most portion of the Site that borders the adjoining waterway, appears to have areas of possible dumping. Due to heavy brush and vegetation on the Site during the site reconnaissance, this area of the Site was inaccessible, and the presence of dumping could not be confirmed and is considered an environmental concern.
- There is one open spill on the Marine Park Garage DPR-DDC property to the immediate west at 2900 Flatbush Avenue (Spill No. 9606640), which occurred on 08/23/1996, and is associated with VOC contamination in soil and groundwater. Multiple monitoring and remediation attempts were conducted from 2006 to 2014; however, contamination remained on-site. In 2014, a phytoremediation plan was implemented to address soil and groundwater contamination, but it was noted that the effects will likely not be observed until after several

years of tree growth and establishment of a mature root system. The most recent update reported in the Fall of 2021, states that VOC concentrations still exceed the applicable standards in groundwater, and it appears the monitoring is ongoing, and the spill case remains open. The groundwater on the west side of Flatbush Avenue is expected to flow to the west-southwest toward Mill Creek and is not upgradient of the Site and is therefore considered an environmental concern. A Freedom of Information Law (FOIL) request was submitted to obtain additional information about this property. Upon receipt of a response, Louis Berger will review the response and, if conclusions contained within this report are affected, Louis Berger will submit an addendum to this report.

- The northwest adjoining property located at 2875 Flatbush Avenue historically operated as a filling station with multiple closed spills and 12 closed 550-gallon gasoline underground storage tanks (USTs), two out of service 4,000-gallon gasoline USTs, and eight removed 275-gallon No. 2 fuel oil aboveground storage tanks (ASTs). There is a potential for contamination from this property to migrate to the Site with groundwater flow, adversely impacting the groundwater beneath the Site. However, it is noted that any off-site contamination that migrates to the Site will have to be addressed by the responsible party(ies). A FOIL request was submitted to obtain additional information about this property. Upon receipt of a response, Louis Berger will review the response and, if conclusions contained within this report are affected, Louis Berger will submit an addendum to this report.
- Louis Berger identified one monitoring well on the central portion of the Site. Based on the information reviewed, there is no known contamination on the Site, and the purpose of the well is unknown. According to information provided by a representative of the NYC DPR, they have no knowledge of the monitoring well on the Site. Additional FOIL requests have been submitted on adjoining properties which could provide additional details on any potential off-site monitoring that could have occurred.

Louis Berger recommends that a Phase II Environmental Site Investigation (Phase II ESI) be performed to determine whether the identified RECs and other environmental concerns have affected the Site. Louis Berger recommends the following:

- Soil and groundwater sampling and analysis should be conducted to determine whether the subsurface has been impacted by historical filling activities and historical Site operations.

All investigation activities should be conducted in accordance with all applicable local, state and federal regulations. The proposed Phase II ESI Work Plan should be submitted to the DDC for review and approval prior to implementation.

1.0 INTRODUCTION

On behalf of the New York City (NYC) Department of Design and Construction (DDC), Louis Berger U.S., Inc., a WSP company (Louis Berger), conducted a Phase I Environmental Site Assessment (Phase I ESA) of the Four Sparrow Marsh (hereinafter referred to as the Site). The Site is located at 2879 Flatbush Avenue in the Mill Basin section of the Borough of Brooklyn, New York. The Site is currently a portion of the NYC Department of Parks and Recreation (DPR) Four Sparrow Marsh (portion of Block 8591, Lot 100) and is approximately 139,800 square feet (3.21 acres) in size and is irregular in shape.

The New York City Department of Design and Construction (NYCDDC) WTM4SPRW project will involve wetland mitigation work in Four Sparrow Marsh in the Mill Basin area of Brooklyn to improve natural wetland conditions and functions through restoration/rehabilitation and prevent further declination of the wetland. The tidal wetland mitigation was originally proposed as the off-site mitigation to compensate for the impacts at the NYCDDC SE795 project in Far Rockaway, Queens. Subsequently, New York State Department of Environmental Conservation (NYSDEC) has approved the relocation of the mitigations for NYCDDC projects SE798 in Staten Island and CONISPH2B in Brooklyn, to Four Sparrow Marsh as well. A total of 74,060 square feet of tidal wetland creation is proposed at Four Sparrow Marsh to compensate for these three projects.

Currently, the Site is a mix of undeveloped parkland and marsh land. The entirety of the Site was covered in vegetation, and some debris and garbage were observed on the western portion of the Site, next to Flatbush Avenue. One unidentified monitoring well is located on the central portion of the Site. No evidence of utilities or any structures was observed on the Site. A bermed area was observed to the northwest of the Site, at the boundary between Four Sparrow Marsh and the northwest adjoining vacant commercial property.

The Site reconnaissance was conducted on January 31, 2023 by Ms. Michelle Locke and Mr. Chris Calandrillo, Project Scientists of Louis Berger. The weather conditions at the time of the Site inspection were overcast with some snow, with a temperature of 32 degrees Fahrenheit. Figure 1 shows the Site on the United States Geological Survey (USGS) *7.5-minute Topographic Quadrangle Map for Coney Island, New York* (2020). A Site Plan showing the current physical layout, including adjacent land use, is presented as Figure 2. Identified Recognized Environmental Conditions (RECs) and Site Features are presented in Figure 3. Photographs taken during the Site reconnaissance are presented in Appendix A.

1.1 Purpose and Scope

The purpose of this Phase I ESA is to identify Recognized Environmental Conditions (RECs), Controlled Recognized Environmental Conditions (CRECs), and Historical Recognized Environmental Conditions (HRECs) and other conditions as they existed at the Site at the time of the Site visit. In addition, the Phase I ESA is being conducted to investigate the potential for contamination that may be present due to historical Site operations and, if any, record of remedial activities having occurred on the Site. RECs, CRECs, and HRECs are defined in ASTM International (ASTM) Standard Practice E 1527-13 as the following:

- REC: refers to the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: due to release to the environment; under conditions indicative of a release to the environment; or under conditions that pose a material threat of a future release to the environment
- CREC: refers to a REC resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority, with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls.
- HREC: refers to a past release of any hazardous substances or petroleum products that has occurred in connection with the property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted use criteria established by a regulatory authority, without subjecting the property to any required controls.

The assessment was conducted for purposes of environmental due diligence under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). The Phase I ESA included, but was not limited to, an assessment of the following potential environmental concerns: current and historical site usage; current and historical usage of adjoining properties; regulatory agency records review; on-site solid waste management and disposal practices; on-site hazardous materials and petroleum products management; wetlands; dry-cleaners; asbestos-containing material (ACM); polychlorinated biphenyl (PCB) management; lead-based paint (LBP); radon; mold; and, potential methane-generating materials.

This evaluation was conducted in accordance with the ASTM E 1527-13. The scope of work completed for this evaluation included the following:

- Documenting the physical characteristics of the Site through a review of available topographic, geologic, wetland, flood plain, and groundwater data.
- Researching the Site history through a review of reasonably ascertainable standard sources such as fire insurance maps, city directories, aerial photographs, historical topographic maps, and interviews.
- Documenting current Site conditions, via: observations and interviews, regarding the presence or absence of hazardous substances/petroleum products; the generation, treatment, storage, or disposal of hazardous, regulated, or medical wastes; and, the presence of petroleum and chemical storage tanks (above and below ground).
- Determining the usage of adjoining and nearby properties to identify the likelihood for environmental conditions (if present and/or suspected) to migrate onto the Site.
- An evaluation of information contained within federal and state environmental databases and other local environmental records, within specific search distances.
- An evaluation of information received from Freedom of Information Law (FOIL) requests from appropriate Federal (USEPA), State, and local agencies to determine if there is environmental information available for the Site.

In addition, the following environmental concerns that are outside the scope of ASTM E 1527-13 were also evaluated:

- A review of available radon data for the Site vicinity.

1.2 Deviations

No deviations and deletions were necessary according to ASTM E 1527-13 during the assessment.

1.3 Limitations

Louis Berger has prepared this Phase I ESA using reasonable efforts in each phase of its work to identify RECs, CRECs and HRECs associated with hazardous substances, wastes and petroleum products at the Site. The methodology of the Phase I ESA is generally consistent with ASTM E 1527-13. Findings within this report are based on information collected from observations made

on the day of the site reconnaissance and from reasonably ascertainable information obtained from governing public agencies and private sources. This report is not definitive and should not be assumed to be a complete or specific definition of the conditions above or below grade. Information in this report is not intended to be used as a construction document and should not be used for demolition, renovation or other construction purposes. Louis Berger makes no representation or warranty that the past or current operations at the Site are or have been in compliance with all applicable Federal, State and local laws, regulations and codes.

Regardless of the findings stated in this report, Louis Berger is not responsible for consequences or conditions arising from facts that were concealed, withheld or not fully disclosed at the time that the evaluation was conducted. This report does not warrant against future operations or conditions, nor does it warrant against operations or conditions present of a type or at a location not investigated. The regulatory database report provided is based on an evaluation of the data collected and compiled by a contracted data research company. The report focuses on the Site and neighboring properties that could impact the Site. Neighboring properties listed in government environmental records are identified within specific search distances. The search distance varies depending upon the particular government record being checked.

The regulatory research is designed to meet the requirements of ASTM E 1527-13. The information provided in the regulatory database report is assumed to be correct and complete.

2.0 SITE DESCRIPTION

2.1 *Site Location and Description*

The 3.21-acre (139,800-square foot) Site is located at 2879 Flatbush Avenue in the Mill Basin section of Brooklyn, New York. The Site is developed with the NYC DPR Four Sparrow Marsh. The Site is located in the southeastern portion of Kings County, New York and is bordered by Sea Travelers Marina and a vacant commercial space to the northwest, NYC Department of Transportation (DOT) yard and New York Police Department (NYPD) Highway Patrol to the southwest, undeveloped parkland to the southeast, and Four Sparrow Marsh to the northeast. The Site has frontage on Flatbush Avenue, while the Exit 11 South ramp off the Belt Parkway is located approximately 270 feet to the south; however, there is no vehicular access. Mill Basin is located approximately 400 feet northeast of the Site. The Site consists of a portion of Block 8591, Lot 100.

Currently, the Site is a mix of undeveloped parkland and marsh land. The entirety of the Site was covered in vegetation, and some debris and garbage were observed on the western portion of the Site, next to Flatbush Avenue. One unidentified monitoring well is located on the central portion of the Site. No evidence of utilities or any structures was observed on the Site and no evidence of aboveground storage tanks (ASTs) or underground storage tanks (USTs) was observed. A bermed area was observed to the northwest of the Site, at the boundary between Four Sparrow Marsh and the northwest adjoining vacant commercial property.

Figure 1 shows the Site on the United States Geological Survey (USGS) *7.5-minute Topographic Quadrangle Map for Coney Island, NY* (2020). A Site plan showing the current physical layout, including adjacent land use, is presented as Figure 2. Photographs of the Site and surrounding areas are included in Appendix A.

2.2 *Physical Setting*

2.2.1 *Topography*

Based on a review of the USGS *7.5-Minute Quadrangle Map, Coney Island, NY*, dated 2020, the elevation of the Site is approximately 9 feet above mean sea level (msl). The topography of the immediate Site area ranges between 5 and 22 feet msl, is generally flat, and gently slopes to the northeast toward Mill Basin. A copy of the topographic map is presented in Figure 1.

2.2.2 Geology

Based on the *NYC Detailed Soil Survey via Web Soil Survey* (National Cooperative Soil Survey, Version 13, September 10, 2022), approximately 60 percent of the Site is situated within the Ipswich-Pawcatuck complex (IPA), which consists of 44 percent Ipswich, very frequently flooded, and similar soils, 40 percent Pawcatuck, very frequently flooded, and similar soils, and 16 percent minor components, with slopes of 0 to 8 percent. Approximately 30 percent of the Site is situated within the Gravesend and Oldmill coarse sands (GOB), which consists of 65 percent Gravesend and similar soils, 30 percent Oldmill and similar soils, and 5 percent minor components, with 0 to 1 percent slopes, very frequently flooded. The Site is also comprised of approximately 10 percent Jamaica sand (JaA), which consists of 95 percent Jamaica, frequently ponded, and similar soils, and 5 percent minor components, with slopes of 0 to 3 percent.

Based on the *NYC Reconnaissance Soil Survey* (2005), surficial soil at the Site is expected to consist of the Inwood-LaGuardia-Ebbets Complex. This complex is described as nearly level to gently sloping areas that have been filled with a mixture of natural soil materials and construction debris; a mixture of anthropogenic soils which vary in coarse fragment content. Slopes range between 0 and 8 percent.

The *Ground-Water Resources of Kings and Queens Counties, Long Island, New York* (1999) and the *Quaternary Geologic Map of the Hudson River 4° x 6° Quadrangle, United States and Canada* (1992) indicate the surficial soils are underlain by Upper Pleistocene deposits consisting of outwash sand, gravel and silt to a depth of approximately 160 feet below grade (ftbg). The Upper Pleistocene deposits are, in turn, underlain by approximately 15 feet of the Gardiners Clay (160 to 175 ftbg), which consists of greenish gray clay and silt and some interbedded sand. Underlying the Gardiners Clay is approximately 125 feet of the Jameco Gravel (175 to 250 ftbg), which consists of fine sand to gravel with some lenses of clay and silt. Underlying the Jameco Gravel is approximately 200 feet of the Magothy Formation (250 to 450 ftbg), which consists of deltaic quartzose, very fine to coarse sand, and silty sand with lesser amounts of clay and silt. Below the Magothy Formation is 375 feet of the Raritan Formation, which is composed of two members. The first Raritan Formation Member is 200 feet of the Raritan Clay Member (450 to 650 ftbg), consisting of clay beds with inclusions of silty clay and clayey silts; and the second Raritan Formation Member is 175 feet of the Lloyd Sand (650 to 775 ftbg). The Lloyd Sand is the final unconsolidated unit before bedrock and consists of fine to coarse quartz sand. These deposits are, in turn, underlain by crystalline metamorphic bedrock, expected to be encountered at approximately 775 ftbg.

2.2.3 Hydrology

According to the *USGS Long Island Depth to Water Viewer* (2013), groundwater depth is estimated to be between 0 to 16 ftbg for the Site, with shallower groundwater at the eastern extent of the Site closer to Mill Basin, and deeper groundwater at the western portion. Based on the groundwater contour lines in *Water-Table and Potentiometric-Surface Altitudes in the Upper Glacial, Magothy, and Lloyd Aquifers beneath Long Island, New York, March-April 2006* (Monti and Busciolano, 2009), groundwater beneath the Site is expected to flow northeast toward Mill Basin, which is located 400 feet northeast of the Site. It is noted that although groundwater in the vicinity of the Site on the east side of Flatbush Avenue is expected to flow to the northeast, groundwater in the surrounding area to the west and south is expected to flow to the west-southwest toward Mill Creek.

According to the U.S. Fish and Wildlife Service (USFWS) *National Wetlands Inventory*, the southeastern portion of the Site is classified as an Estuarine and Marine Wetland (E2SS1/EM1P, E2SS1P, and E2EM1P). Wetlands of this classification are deep water tidal habitats or their adjacent tidal wetlands that are semi-enclosed by land but are open in some way to the ocean. They are occasionally diluted by freshwater runoff from land, and their salinity may be increased above that of the ocean by evaporation. The difference in the E2SS1/EM1P, E2SS1P, and E2EM1P relate to the vegetation present in each wetland. A copy of the wetland map is included in Appendix B.

According to the Federal Emergency Management Agency (FEMA) *Flood Insurance Rate Map (FIRM) Panel 3604970356F* (FEMA, 2007), the southeastern portion of the Site is located within both Zone AE - 100-year (1 percent chance annual flood) and Zone X - 500-year (0.2 percent chance annual flood) flood zones. A copy of the flood plain map is included in Appendix C.

2.2.4 Radon

Radon is a colorless, odorless radioactive gas that results from the natural breakdown of uranium minerals in soil, rock and water, which subsequently enters the atmosphere. It can concentrate in buildings, entering through cracks and other penetrations of a building foundation. Some areas are more likely to have elevated concentrations of radon than others, reflecting subsurface lithologic conditions.

A review of the Environmental Data Resources, Inc. Report (EDR, 2023e) indicates in Kings County, the average indoor level of Radon for the living area is 0.750 picocuries per liter (pCi/L) and 1.370 pCi/L for basements based on 51 tested sites. Therefore, Kings County is in the United

States Environmental Protection Agency (USEPA) Radon Zone 3, which exhibits an average indoor level of less than 2 pCi/L, which is below the USEPA Action Level of 4.0 pCi/L. Radon is not considered an environmental issue at this Site.

3.0 ADJOINING PROPERTIES

The general area of the Site is characterized by industrial and commercial use. The following table summarizes the adjoining property uses:

Direction	Facility Name/Description	Street Address/Location	Current Use
Northwest	Sea Travelers Marina	2875 Flatbush Avenue	Boat Marina (Commercial)
	Vacant Commercial Building	2875 Flatbush Avenue	Vacant (Commercial)
Southwest	Bounded by Flatbush Avenue	N/A	Public Roadway
	New York Police Department Highway Patrol	2900 Flatbush Avenue	Government Use (Commercial)
	NYC Department of Transportation	2900 Flatbush Avenue	Government Use (Industrial)
Southeast	Undeveloped Parkland	N/A	Undeveloped (Public/Parkland)
Northeast	Four Sparrow Marsh	N/A	Marsh (Public/Parkland)

Based on observations made during the Site reconnaissance, none of the adjoining properties are considered a REC.

4.0 HISTORICAL USE RESEARCH

Historical topographic maps, aerial photographs, Sanborn Maps, and city directories provide an assessment of the Site historical use. A chronological listing of the historical data found is summarized in the table below:

<i>Historical Use Information</i>		
Period/Date	Source	Description/Use
1897-1900	Topographic Maps	Undeveloped, part of the surrounding wetland
1924	Aerial Photographs	Undeveloped, portions of land appear backfilled with disturbed earth
1930	Sanborn Maps	Undeveloped
1947-1951	Topographic Maps, Sanborn Maps, Aerial Photographs	Undeveloped, part of the wetland
1954-2007	Topographic Maps, Sanborn Maps, Aerial Photographs	Northwestern portion of larger property developed as driving range, southeastern portion undeveloped
2011-2019	Topographic Maps, Aerial Photographs	Undeveloped

There were no RECs identified in association with historical operations at the Site.

4.1 Land Title Records, Lien and AUL Records, and Tax Map Records

Louis Berger reviewed prior ownership information for the Site provided by EDR. Public deed records from the Chain of Title were reviewed from January 1, 1940 to January 4, 2023. The Chain of Title report was prepared by EDR (EDR, 2023i) and is included as Appendix K. Ownership records for the parcel are summarized in the table below.

Grantor	Grantee	Book	Page	Recorded
Hilda Schwartz, Director of Finance, City of New York	The City of New York	9461	102	12/09/1965

Grantor	Grantee	Book	Page	Recorded
Hilda Schwartz, Director of Finance, City of New York *Searched Back to 1940, County Records Show Grantor Owned Before 1939	The City of New York	9208	28	01/03/1964

Louis Berger contracted EDR to perform an environmental lien and activity and use limitations (AULs) search for the Site. The lien and AUL search report was prepared by EDR (EDR, 2022h) and is included as Appendix J. There were no records of liens or AULs found in association with the Site.

Louis Berger contracted EDR to perform a property tax map search for the Site. The property tax map report was prepared by EDR (EDR, 2023c) and is included as Appendix M. The tax map showed that the Site is part of the larger Block 8591, Lot 100.

4.2 Historical Topographic Maps

Louis Berger reviewed available historical USGS Topographic Quadrangles (EDR, 2023a) for information regarding past uses of the Site. From 1897 to 2019, no structures are shown located on the Site. A copy of the historical USGS topographic maps is included as Appendix D.

Year	Comments
1897, 1898, 1900	Site: The Site is shown as undeveloped, and the southeastern portion appears to be part of the surrounding wetlands. Surrounding Properties: Surrounding properties to the north and west appear to be undeveloped land and the surrounding properties to the east and south appear to be wetlands and waterways, including the former Garritsons Creek to the southwest.
1947	Site: The Site is shown as undeveloped and part of the wetlands that extend to the north. Surrounding Properties: Flatbush Avenue appears to be constructed running in a southeast to northwest direction, and borders the Site to the southwest, and the Belt Parkway is shown to the south/southeast. Two structures are shown on the southwest side of Flatbush Avenue, along with wetlands. Mill Basin is shown to the north and Gerritsen Creek is shown to the southwest. Riches Meadows is shown southeast of the interchange of Flatbush Avenue and the Belt Parkway. The Floyd Bennett Airport is shown further to the southeast of Riches Meadows.

Year	Comments
1955	<p>Site: Wetlands are no longer depicted at the Site. The entire Site is shown as undeveloped.</p> <p>Surrounding Properties: Two small structures are shown to the immediate southwest of the Site, located on the larger parcel encompassing the Site. The surrounding areas appear largely unchanged from the 1947 topographic map, with the exception of the wetlands boundary on the southwest side of Flatbush Avenue, which appears to have shrunk and is bounded by Mill Creek to the northeast. In addition, the former Floyd Bennett Airport is now labeled as the US Naval Reservation Floyd Bennett Field, and operations have expanded to the southeast. Residential properties are now shown on the north side of Mill Basin.</p>
1966	<p>Site: No changes are shown at the Site.</p> <p>Surrounding Properties: A stream or other waterbody is shown running southeast from Mill Creek, adjoining the Site to the east/northeast. A roadway appears to be located adjoining the northwestern portion of the Site, running northeast from Flatbush Avenue and terminating near the waterbody running off Mill Basin. A commercial-sized structure is located northwest of the Site, on the north side of the roadway previously described. To the northwest, across Flatbush Avenue, is a golf course. The wetlands on the southwest side of Flatbush Avenue have been filled and there is an access road extending off Flatbush Avenue. The filled area appears as an island surrounded by Mill and Gerritsen Creeks. The US Naval Reservation is now labeled as the US Naval Air Station.</p>
1979, 1995	<p>Site: No changes are shown at the Site.</p> <p>Surrounding Properties: There are no significant changes to the surrounding properties. The area immediately southeast of the Site is shown with one small structure, where there were previously two in the 1966 topographic map. In the 1995 map, the area to the southeast of the Site that was previously labeled as the US Naval Station is now shown as the US Coast Guard Station</p>
2013	<p>Site: The 2013 map no longer depicts individual structures. No structures are shown at the Site.</p> <p>Surrounding Properties: The map no longer depicts individual structures, only schools and firehouses. Riches Meadows is still shown southeast of the interchange of Flatbush Avenue and the Belt Parkway, but the previously labeled US Coast Guard Station is now shown as Barren Island. The filled-in wetlands to the southwest, across Flatbush Avenue, is identified as Mau Mau Island. Marine Park Golf Course is depicted to the northwest, also across Flatbush Avenue.</p>
2016, 2019	<p>Site: No changes are shown at the Site.</p> <p>Surrounding Properties: There are no significant changes depicted in the surrounding areas, except that the golf course is no longer identified to the northwest.</p>

The review of Historical USGS Topographic Quadrangles indicated the potential presence of fill material at the Site, which is considered a REC due to its unknown origin and environmental quality.

4.3 *Historical Aerial Photographs*

Louis Berger reviewed aerial photographs of the Site and surrounding areas provided by EDR (EDR, 2023d) in order to identify historical land use that may have involved hazardous substances and petroleum products. These photographs ranged from 1924 to 2019. Copies of aerial photographs are included in Appendix E. The following table summarizes descriptions and interpretations from the aerial photograph reviews:

Year	Comments
1924	<p>Site: The Site is primarily undeveloped land. The northwestern and part of the southeastern portions of the Site appear to be land that has been backfilled as disturbed earth is visible, while the southeastern-most portion of the Site appears to be part of the larger surrounding wetlands.</p> <p>Surrounding Properties: Surrounding areas generally appear to be undeveloped and a mix of possibly backfilled land and wetlands. Mill Basin is located approximately 700 feet north of the Site, and a branch of Gerritsen Creek is located approximately 675 feet south of the Site.</p>
1951	<p>Site: The Site is still primarily undeveloped land; however, the western-most portion appears to be part of a paved and/or cleared parking area that borders Flatbush Avenue.</p> <p>Surrounding Properties: Flatbush Avenue appears to be constructed running in a southeast to northwest direction, and borders the Site to the southwest, and the Belt Parkway is shown to the south/southeast. The area immediately west of the Site appears to be a paved and/or cleared parking area. Two structures are located to the southwest of the Site, across Flatbush Avenue, and they appear to have similar building footprints to the present-day NYC DOT and NYPD Highway Patrol buildings. The remainder of the land to the west and east appears undeveloped. Mill Basin is shown to the north and Gerritsen Creek is shown to the southwest of the Site. Riches Meadows is shown southeast of the interchange of Flatbush Avenue and the Belt Parkway. The land on the northern side of Mill Basin appears to be developed with residential properties.</p>

Year	Comments
1954	<p>Site: The Site has remained unchanged.</p> <p>Surrounding Properties: Two small structures appear to be constructed to the immediate southeast of the Site, on the northeast side of Flatbush Avenue. Surrounding properties have largely remained the same, except for a channel appears to be constructed within the wetland that flows to the northwest to Mill Basin, possibly to help drain or maintain the wetlands. Some additional development is shown to the west, north of the NYC DOT building.</p>
1961	<p>Site: The Site appears largely unchanged from the 1954 aerial. There appears to be a trail and/or path crossing the central portion of the Site.</p> <p>Surrounding Properties: Surrounding properties remain largely the same, with the exception of the northwest properties which are developed with a long, narrow, rectangular-shaped commercial building and a marina.</p>
1966, 1976	<p>Site: The Site has remained unchanged.</p> <p>Surrounding Properties: Surrounding properties appear largely unchanged. In addition, a golf course appears to be developed to the west, on the previously undeveloped land.</p>
1984	<p>Site: The cleared parking area previously noted on the western portion of the Site appears to be removed and the area appears covered with vegetation. A path or driveway is depicted crossing the northwestern portion of the Site, extending northeast from Flatbush Avenue.</p> <p>Surrounding Properties: Surrounding properties remain largely the same.</p>
1994	<p>Site: The Site appears largely unchanged with the exception of the northwestern portion which appears to be part of an asphalt-paved area.</p> <p>Surrounding Properties: Surrounding properties remain largely the same, with the exception of the adjoining property to the northwest. The former long, narrow, rectangular building appears to be demolished and a larger square-shaped building has been constructed.</p>
2006, 2011, 2015	<p>Site: The Site appears largely unchanged, however, the paved area that was previously noted on the 1994 aerial photograph now appears to be vegetated land.</p> <p>Surrounding Properties: No significant changes were observed in the surrounding areas.</p>
2017	<p>Site: The Site has remained unchanged.</p> <p>Surrounding Properties: Surrounding properties have largely remained the same with the exception of a newly constructed building located north of the previously identified square-shaped building to the northwest of the Site.</p>
2022 (Google Earth satellite image)	<p>Site: The Site has remained largely unchanged; however, the southeastern-most portion of the Site that borders the adjoining waterway, appears to have areas of possible dumping.</p> <p>Surrounding Properties: Surrounding properties have largely remained the same.</p>

The review of aerial photographs indicated the potential presence of fill material on the western portion of the Site and is considered a REC, and the potential dumping on the southeastern portion of the Site is considered an environmental concern.

4.4 Sanborn Fire Insurance Maps

A search for historical Sanborn fire insurance maps for the Site and adjoining properties was conducted by EDR (EDR, 2023f). Historical Sanborn Fire Insurance Maps are included in Appendix F.

The following table presents descriptions and interpretations from the historical fire insurance map review. Due to the size of the Site, Sanborn coverage is very limited for surrounding properties.

Year	Comments
1930	<p>Site: The Site is shown as undeveloped.</p> <p>Surrounding Properties: Only a portion of the surrounding property to the north and northeast is visible in the map, and a stream or channel that drains to Mill Basin is shown to the northeast of the Site and Flatbush Avenue appears constructed. A small office is shown on the adjacent property to the northwest.</p>
1950	<p>Site: The Site appears to be undeveloped.</p> <p>Surrounding Properties: Surrounding properties to the north, east, and southeast appear undeveloped. To the southwest, across Flatbush Avenue, a police station and motorcycle precinct are depicted, as well as an auto repair. No other surrounding properties are covered in the Sanborn map.</p>
1968, 1969	<p>Site: The Site appears to be part of a larger property that is developed as a golf driving range, but no structures are present on the Site. Although the northwestern portion of the Site appears to be part of a rectangular building, due to the scale of the map, this building is actually on an adjoining property, located northwest of the Site.</p> <p>Surrounding Properties: Two small structures are shown to the immediate southwest of the Site, in association with the driving range. The police station and auto repair to the southwest of the Site, across Flatbush Avenue, remain unchanged. The land surrounding the police station and auto repair is labeled as Brooklyn Marine Park salt marsh. A narrow rectangular commercial store is located northwest of the Site, and a filling station is depicted northwest of this building. Mill Basin is shown to the north of the Site, and Shore Parkway (currently Belt Parkway) is shown to the southeast of the Site. Southeast of the interchange of Flatbush Avenue and Shore Parkway is the US Government Floyd Bennett Field.</p>

Year	Comments
1977, 1981, 1982	Site: The Site has remained unchanged. Surrounding Properties: Only the properties immediately adjoining the Site were covered in these maps, but the properties shown appear unchanged from the 1969 map.
1983	Site: The Site has remained unchanged. Surrounding Properties: There surrounding properties appear largely unchanged, however, a golf house is now depicted to the west of the Site, northwest of the auto repair facility, and the filling station previously noted to the northwest of the Site appears to be removed and replaced with a boat sales operation. In addition, a golf driving range and tennis courts are now present across Flatbush Avenue to the northwest of the US Government Floyd Bennett Field.
1986, 1987, 1989, 1991	Site: The Site has remained unchanged. Surrounding Properties: No significant changes were observed to the surrounding properties.
1992, 1993, 1995, 1996	Site: The Site has remained unchanged. Surrounding Properties: The surrounding properties have largely remained unchanged, with the exception of the adjoining property to the northwest. The previously noted narrow commercial building appears to have been demolished and replaced with a square-shaped commercial building, and a boat yard is noted next to the building.
2001, 2002, 2003, 2004, 2005, 2006, 2007	Site: The Site has remained unchanged. Surrounding Properties: Due to the scale of the maps, only the police station – motorcycle precinct No. 2 to the southwest and commercial building to the northwest are visible in the Sanborn maps.

The review of fire insurance maps indicated the southwest adjoining property has been used as an auto repair shop since the late 1950s, and a filling station operated to the northwest of the Site in the 1960s. These properties are not located hydraulically up-gradient of the Site; however, they are considered environmental concerns. Additionally, a portion of the Site was historically used as a golf driving range, which typically included the application of pesticides. The potential historical applicable of pesticides on the Site is considered a REC.

4.5 City Directories

A review of historical city directories from 1928, 1934, 1940, 1945, 1949, 1960, 1965, 1970, 1973, 1976, 1980, 1985, 1992, 1994, 1997, 1999, 2000, 2004, 2005, 2009, 2014, and 2017 was conducted

by EDR (EDR, 2023g). The city directory included one property listing for the Site, and 18 listings for adjoining properties. The following table provides a general summary of Site and adjoining property use according to the city directories and specifically identifies tenants of potential environmental concern that historically occupied the Site and surrounding properties. A copy of the historical city directories can be found in Appendix G. The city directory search performed by EDR searches all addresses within 200 feet of the target property,

Year	Comments
1928, 1934, 1940, 1945, 1949	Site: No listings Surrounding Properties: No listings
1960	Site: No listings Surrounding Properties: Bennett’s Discount Dept Store, Bennett’s Discount Mart United Shirt Shop, Dilbert’s Big Ben Main Office & Warehouse GLNDL, Jerico Northern Corn, K&K Trading Co. Linens, Shore HRDSR, Exec Office, Arena Hsewrs Inc., Bennett Toy Corp., Burts Herald Sq Inc., Gabbee Cosmetic Inc., Siegel Marvin Candy & Nuts, Sloves Bros Inc., Sternbach Bernard Insurance (2875 Flatbush Avenue)
1965	Site: No listings Surrounding Properties: Bennett Toy Corp, Floyd Bennett Stores, K&K Trading Co. Linens, Meteor Marina Inc., Shangri La Gas Station, Sloves Bros Inc., Sternbach Bernard Insurance (2875 Flatbush Avenue)
1970	Site: No listings Surrounding Properties: Bennett Toys, Floyd Bennett Stores, Meteor Marina Inc., Neils Service Station, Sloves Bros Inc., Ambrosio Marine Const Corp, Floyd Hsewrs Inc., Floyds Pet Dept, Gerritsen Brokerage, Great Eastern Linens Inc., United Shirt Shops Inc. (2875 Flatbush Avenue)
1973	Site: No listings Surrounding Properties: Bennett Toys, Floyd Bennett Stores, Meteor Marina Inc., Cormetts Service Station, Corvetts Inboard Boat Repairing, Floyd Hsewrs Inc., Floyds Apparel Dept, Floyds Automotive Dept, Floyds Camera Dept, Floyds Jewelry Dept, Floyds Record Dept, Floyds Shoe Dept, Floyds Stationery Dept, Gerritsen Brokerage, Great Eastern Linens Inc. (2875 Flatbush Avenue)

Year	Comments
1976	<p>Site: Korvettes Service Station (2879 Flatbush Avenue) Surrounding Properties: Ambrosto Marine Constr Corp, Corvetts Inboard Boat Repairing, Corvetts Service Station, Gerritsen Brokerage, Great Eastern Auto Dept, Great Eastern Camera Dept, Great Eastern Mens Apparel, Great Eastern Pets Dept, Great Eastern Shoes Dept, Great Eastern Toys Dept, Great Eastern Apparel Dept, Great Eastern Hardware, Great Eastern Jewelry Dept, Great Eastern Linens Inc., Great Eastern Record Dept, Great Eastern Stationery, Great Eastern Stores, Meteor Marina Inc., One Stop Bait & Gas Barge, S&S Marine Service Inc. (2875 Flatbush Avenue)</p>
1985	<p>Site: No listings Surrounding Properties: Citycats Sailing Center, Mill Basin Bait Inc., Sea Travelers Marina Inc., Toys R Us (2875 Flatbush Avenue)</p>
1992	<p>Site: No listings Surrounding Properties: City-Cats Sailing Center, Denzer, Vivian, One Stop Bait & Fuel, Sea Travelers Marina Inc., Toys R Us (2875 Flatbush Avenue)</p>
1994	<p>Site: No listings Surrounding Properties: CityCats Sailing Center, Denzer, Vivian, One Stop Bait & Fuel, Sea Travelers Marina Inc., Toys R Us (2875 Flatbush Avenue) NYC Dept of Parks & Recreation- Golf Courses-Marine Park, BK Restaurant Corp (2880 Flatbush Avenue) Golf Management Corp (2882 Flatbush Avenue)</p>
1997	<p>Site: No listings Surrounding Properties: Julio Dantonio, Citycats Sailing Centre, One Stop Bait & Fuel, Sea Travelers Marine Inc., Toys R Us (2875 Flatbush Avenue)</p>
1999	<p>Site: No listings Surrounding Properties: Toys R Us, Sea Travelers Marina Incorporated (2875 Flatbush Avenue) New York City Department of Parks & Recreation, The Turn Restaurant Incorporated, Marine Park Golf Course, Bank Restaurant Corporation (2880 Flatbush Avenue) Golf Management Corporation (2882 Flatbush Avenue)</p>
2000	<p>Site: No listings Surrounding Properties: One Stop Bait & Fuel, Toys R Us, Sea Travelers Marina (2875 Flatbush Avenue)</p>

Year	Comments
2004	<p>Site: No listings Surrounding Properties: Brooklyn Marine Corp, Sea Traveler Realty Corp, One Stop Bait & Fuel, Sea Travelers Marina Inc., Unknown Occupant (2875 Flatbush Avenue)</p> <p>Golf Management Corp, Marine Park Golf Course, The Turn Restaurant Inc., Wilmot Morris (2880 Flatbush Avenue)</p>
2005	<p>Site: No listings Surrounding Properties: Toys R Us, Sea Travelers Marina (2875 Flatbush Avenue)</p>
2009	<p>Site: No listings Surrounding Properties: Unknown Occupant, Toys R Us, Sea Travelers Marina (2875 Flatbush Avenue)</p>
2014, 2017	<p>Site: No listings Surrounding Properties: Carlton Lawrence, Toys R Us, Sea Travelers Marina Incorporated (2875 Flatbush Avenue) Marine Park Golf Course (2880 Flatbush Avenue)</p>

The review of city directories indicated the presence of gasoline service station and fueling operations at the northwest adjoining property which is considered an environmental concern. Although the Site had a listing for a service station in 1976, this address is also associated with the northwest adjoining property, and based on the occupant name, it is expected that this operation occurred on the property to the northwest and not on the Site.

4.6 Prior Reports

There were no prior reports provided by the current property owner for review by Louis Berger.

5.0 REGULATORY AGENCY RECORD REVIEWS

The databases discussed in this section, provided by EDR, were reviewed for information regarding documented and/or suspected releases of regulated hazardous substances and/or petroleum products on or near the Site. Louis Berger also reviewed the “unmappable” (also referred to as “orphan”) listings within the database report, cross-referencing available address information and facility names. Unmappable sites are listings that cannot be plotted with confidence but are identified as being located within the general area of the Site based on the partial street address, city name, or zip code. In general, a listing cannot be mapped due to inaccurate or incomplete address information in the database that was supplied by the corresponding regulatory agency. Listings from the unmappable summary which were identified by Louis Berger as a result of the area reconnaissance and/or cross-referencing to mapped listings are included in the corresponding database discussion within this section. A copy of the federal and state agency regulatory database is presented in Appendix H.

5.1 Federal and State Regulatory Agency Database Reviews

A summary of listings identified through the federal and state regulatory agency databases review is provided in the following table:

Federal and State Lists	Shown Listing Address	Search Radius*	No. of Listings within Search Radius	Last Updated
National Priorities List for Federal Superfund Cleanup (NPL)	No	1 Mile	0	10/27/2022
Superfund Enterprise Management System (SEMS)	No	½ Mile	0	10/27/2022
SEMS-ARCHIVE	No	½ Mile	0	10/27/2022
Resource Conservation and Recovery Information System (RCRAInfo) – Treatment, Storage or Disposal Facilities (TSDF)/Corrective Action Activity (CORRACTS)	No / No	½ Mile / 1 Mile	0 / 0	11/21/2022
Resource Conservation and Recovery Information System - Generators/Transporters (RCRA Gen/Trans) / Non-Generators (Non-Gen/NLR)	No / No	¼ Mile	0 / 2	11/21/2022
Facility Index System/Facility Identification Initiative Program Summary Report (FINDS)	No	Site	NA	08/03/2022
Enforcement & Compliance History Information (ECHO)	No	Site	NA	09/25/2022
Emergency Response Notification System (ERNS)	No	Site	NA	12/12/2022
Hazardous Substance Waste Disposal Site Inventory (HSWDS)	No	½ Mile	0	01/01/2003
New York State Inactive Hazardous Waste Sites (NY SHWS)	No	1 Mile	0	08/08/2022
Solid Waste/Landfills Facilities Sites (SWF/LF)	No	1/2 Mile	3	12/12/2022

Federal and State Lists	Shown Listing Address	Search Radius*	No. of Listings within Search Radius	Last Updated
New York State Spills Information (NY Spills)/Leaking Underground Storage Tanks (LTANKS)	No / No	1/8 Mile/ ½ Mile	4 / 5	08/08/2022
SPILLS90 Data from FirstSearch (SPILLS 90)	No	1/8 Mile	0	12/14/2012
NY Petroleum Bulk Storage Tanks/ NY Aboveground Storage Tanks (NY USTs/NY ASTs)	No / No	¼ Mile	1 / 1	09/19/2022
NY Chemical Bulk Storage Tanks (NY CBS)	No	¼ Mile	0	09/19/2022
Chemical Bulk Storage Tanks (USTs/ASTs)	No	¼ Mile	0	01/01/2002
Major Oil Storage Facilities Database (MOSF)	No	½ Mile	0	09/19/2022
Major Oil Storage Facilities Database (MOSF UST)	No	½ Mile	0	01/01/2002
Storage Tank Facility Listing (TANKS)	No	¼ Mile	0	09/19/2022
New York Manifest / New Jersey Manifest	No / No	¼ Mile	3 / 2	01/01/2019/ 12/31/2018
Registered Dry Cleaners	No	¼ Mile	0	08/30/2022
EDR Manufactured Gas Plants	No	1 Mile	0	N/A
Toxic Release Inventory System (TRIS)	No	Site	NA	12/31/2018
New York Voluntary Cleanup Program (NY VCP)	No	1/8 Mile	0	08/08/2022
NY Brownfields	No	½ Mile	0	08/08/2022
US Brownfields	No	½ Mile	0	02/23/2022
EDR Historical Auto Stations	No	1/8 Mile	0	N/A
EDR Historical Dry Cleaners	No	1/8 Mile	0	N/A
New York E Designation	No	1/8 Mile	0	09/21/2022
Integrated Compliance Information System (ICIS)	No	Site	NA	11/18/2016
State Pollutant Discharge Elimination System (SPDES)	Yes	Site	NA	03/25/2022
Registered Recycling Facility List (SWRCY)	No	½ Mile	0	12/21/2022
Fuels Program	No	¼ Mile	0	08/11/2022
New York Air Emissions Data (NY AIRS)	No	Site	NA	07/27/2022
US Aerometric Information Retrieval System Facility Subsystem (AIRS AFS) (US AIRS)	No	Site	NA	10/12/2016
Records of Decision (ROD)	No	1 mile	0	10/27/2022

The Site was identified in one database, NY SPDES.

The following subsections provide a discussion of the properties which have been identified within the search radius and listed in the table:

National Priorities Listing (NPL) – Environmental Protection Agency Superfund

The United States Environmental Protection Agency (USEPA) National Priorities Listing (NPL), or Superfund List, is a Federal listing of uncontrolled or abandoned hazardous waste sites. The list is created from the Superfund Enterprise Management System (SEMS) database (see next subsection) and is primarily based upon a score that each site or facility receives from the USEPA’s

Hazard Ranking System. After a site or facility has been identified as a SEMS site, the USEPA conducts an assessment of the property. The ranking score associated with the degree of contamination found is one of the determinations made as to whether the site is placed on the NPL. These sites are then prioritized for possible long-term remedial action and referred to the state for further action under state programs.

Neither the Site nor any other facilities within a one-mile radius appeared in the NPL database.

Superfund Enterprise Management System (SEMS)

The SEMS list is a compilation of records from a nationwide database created to maintain and regulate those facilities or sites that the USEPA has investigated or will investigate for suspected or uncontrolled releases of hazardous substances, contaminants or pollutants as reported by states, municipalities, private companies and private citizens under the CERCLA or the Superfund Program. The list was formerly known as Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS), renamed to SEMS by the EPA in 2015. Once a site is placed on the SEMS list, it may be subjected to several additional levels of evaluation to determine the severity of the contamination. These levels of evaluation range from discovery and preliminary assessment to site inspection, and possibly to the Hazard Ranking System. Such a determination could ultimately place the site under consideration for inclusion on the NPL. Inclusion on the SEMS list does not confirm the presence of an environmental problem or a public health threat.

Neither the Site nor any other facilities within a ½-mile radius of the Site were identified in the SEMS database.

SEMS-ARCHIVE

The SEMS-ARCHIVE is a database that provides a list of sites that have been removed from the SEMS database. Following the initial investigation, sites are removed from the SEMS database because no contamination was found, or contamination was removed quickly without the need for the site to be placed on the NPL, or the contamination was not serious and did not require Federal Superfund action or NPL consideration. The list was formerly known as the CERCLIS-No Further Remedial Action Planned (NFRAP), renamed to SEMS-ARCHIVE by the EPA in 2015.

Neither the Site nor other facilities within a 1/2-mile radius of the Site were identified in the SEMS-ARCHIVE database.

Resource Conservation and Recovery Information System - Treatment, Storage, or Disposal Facilities (RCRIS-TSDF)/RCRIS Corrective Action Activity (CORRACTS)

The Resource Conservation and Recovery Act (RCRA) program identifies and tracks hazardous wastes from the point of generation to the point of disposal. The Resource Conservation and Recovery Information System (RCRIS) database tracks those facilities that treat, store and/or dispose (TSD) of hazardous materials as defined by RCRA (referred to as TSD facilities). The RCRIS Corrective Action Activity (CORRACTS) database identifies TSD facilities that have conducted, or are currently conducting, corrective action(s) as regulated under RCRA.

Neither the Site nor any other facilities within a ½-mile radius of the Site were identified in the RCRIS-TSDF or CORRACTS databases.

Resource Conservation and Recovery Information System Generators/Transporters (RCRAInfo Gen/Trans) / Non-Generators (Non-Gen)

RCRAInfo is the EPA's comprehensive information system, providing access to data supporting RCRA (the Resource Conservation and Recovery Act of 1976) and the Hazardous and Solid Waste Amendments of 1984. Inclusion on the list is not necessarily indicative of contamination; rather, it indicates the presence of potential sources of contamination. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by 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. Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month. Large quantity generators (LQGs) generate over 1,000 kg of hazardous waste, or over 1 kg of acutely hazardous waste per month. Non-Generators (NonGen/NLR) do not presently generate hazardous waste.

The Site is not listed in any of the RCRA databases. The surrounding properties had listings for two RCRA NonGen/NLR within a ¼-mile radius of the Site. However, both listings were for ConEdison and no releases were reported and are, therefore, not considered environmental concerns.

Facility Index System/Facility Identification Initiative Program Summary Report (FINDS)

The Facility Index System/Facility Identification Initiative Program Summary Report (FINDS) contains facility information from several databases, including the Federal Permit Compliance System Wastewater Discharges database, the USEPA Civil Enforcement Docket, and the New York State Air Discharge database.

The Site is not identified in the FINDS database.

Enforcement & Compliance History Information (ECHO)

The Enforcement & Compliance History Information (ECHO) database provides integrated compliance and enforcement information for about 800,000 regulated facilities nationwide.

The Site is not identified in the ECHO database.

Emergency Response Notification System (ERNS)

The Emergency Response Notification System (ERNS) is a national database used to collect information on reported releases of oil and hazardous substances.

The Site is not listed on the ERNS database.

Hazardous Substance Waste Disposal Site Inventory (HSWDS)

The Hazardous Substance Waste Disposal Site Inventory database includes any known or suspected hazardous waste disposal sites.

Neither the Site nor any other facilities within a ½-mile radius of the Site are identified on the HSWDS database.

State Inactive Hazardous Waste Sites (SHWS)

The New York State Inactive Hazardous Waste Sites (SHWS) database, compiled by the NYSDEC, maintains information regarding the investigation and cleanup of suspected hazardous waste sites.

Neither the Site nor any other facilities within a 1-mile radius of the Site are identified on the SHWS database.

Solid Waste/Landfill Facilities (SWF/LF)

The SWF/LF database is a comprehensive listing of State permitted/recorded solid waste facilities.

The Site was not identified in the SWF/LF database. The databases identified three SWF/LF listings within a ½-mile radius of the Site and are described below:

Listing	Map ID	Distance/ Direction	Assumed Hydraulic Gradient	Status/Available Data
Marine Park Golf Course 2880 Flatbush Avenue Brooklyn, NY	A2, A3	0 – 1/8 mile / West	Down-gradient	Activity No. 24CG5 – Inactive. Composting – yard waste – permit. Activity No. 24CG5 – Active. Composting – source separated organic waste – registration.
Marine Park Bounded by Flatbush Avenue, Rockaway Inlet, Gerritsen Avenue, Avenue V Brooklyn, NY	N/A – orphan site EDR ID S126023326	½ - 1 mile / West	Cross and Down-gradient	Inactive – Solid Waste Landfill. No other information provided

Although the landfill/waste disposal facilities are in close proximity to the Site, they are located hydraulically cross-gradient from the Site and the Marine Park Golf Course is registered only for composting, and the Marine Park facility is an inactive landfill. Therefore, neither is considered an environmental concern.

New York State Spills Information Database (NY Spills)/Leaking Underground Storage Tanks (LTANKS)

The NY Spills and LTANKS databases were researched to identify listings within 1/8 mile and ½ mile, respectively, of the Site, spill cases that were listed as open cases, or listings that were identified as RECs. The NY Spills database search did not identify any listings for the Site but identified four listings located within approximately 1/8 mile of the target property. Two additional listings were identified but they were located greater than 1.8 mile from the Site. The database report did not identify any listings for the Site but identified five sites with reported LTANKS incidents within approximately ½ mile of the target property. The following listing has the potential to impact the environmental integrity of the Site and is considered an environmental concern:

Listing	Map ID	Distance/ Direction	Assumed Hydraulic Gradient	Status/Available Data
Marine Park Garage DPR-DDC 2900 Flatbush Avenue/Marine Park Golf Course	C13	0 – 1/8 mile / West	Down-Gradient	NY Spills: Spill Case No. 9606640. Spill relating to on-site volatile organic compound (VOC) soil and groundwater contamination occurred on 08/23/1996. Multiple monitoring and soil and groundwater

Listing	Map ID	Distance/ Direction	Assumed Hydraulic Gradient	Status/Available Data
				remediation activities were conducted from 2006 to 2014; however, contamination remained on-site. In 2014, a phytoremediation plan was implemented to address soil and groundwater contamination but it was noted that that effects will likely not be observed until after several years of tree growth and establishment of a mature root system. The most recent update reported in the Fall of 2021, states that VOC concentrations still exceed the applicable standards in groundwater, and it appears the monitoring is ongoing, and the spill case remains open. A FOIL request was submitted to obtain additional information about this property.

The remaining eight listings are not considered environmental concerns due to the closed status of the spills.

SPILLS90 Data from FirstSearch (SPILLS 90)

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. The SPILLS90 database was researched to identify listings for the Site and properties

Neither the Site nor other facilities within a 1/8-mile radius are identified on the SPILLS90 database.

Petroleum Bulk Storage Tanks (USTs/ASTs)

The NYSDEC petroleum bulk storage (PBS) tank database was researched to identify listings for the Site and properties located within ¼ mile from the Site.

The databases identified one petroleum bulk storage tank facility located within one-quarter mile of the Site. The Site was not listed in either database. The following listing has the potential to impact the environmental integrity of the Site and is considered an environmental concern:

Listing	Map ID	Distance/ Direction	Assumed Hydraulic Gradient	Status/Available Data
Sea Travelers Marina 2875 Flatbush Avenue Brooklyn, NY	B6	0 – 1/8 mile / Northwest	Cross- Gradient	<p><u>NY UST</u>: PBS No. 2-602676. Status: Active. Two temporarily out of service 4,000-gallon gasoline USTs installed on 07/01/1996 and one of which was closed on 12/20/2021. The closure date for the second tank was not reported</p> <p>Twelve 550-gallon gasoline USTs closed and removed on 04/01/1996, the installation dates were not reported.</p> <p><u>NY AST</u>: Registered under Toys R Us. PSB No. 2-329231. Status Unregulated/Closed. Eight 275-gallon No. 2 fuel oil ASTs closed and removed on 06/01/1991, the installation dates were not reported.</p> <p>A FOIL request was submitted to obtain additional information about this property.</p>

Chemical Bulk Storage Tanks (CBS USTs/ASTs)

The NYSDEC Chemical Bulk Storage (CBS) Tanks List includes a list of facilities that store regulated hazardous substances in USTs of any size and ASTs greater than 185 gallons in capacity.

Neither the Site nor any other facilities within ¼ mile from the Site were listed in the CBS UST or CBS AST databases.

Major Oil Storage Facility (MOSF and MOSF UST)

The Major Oil Storage Facility (MOSF) database contains records of facilities that may be onshore facilities or vessels, with petroleum storage capacities of 400,000 gallons or greater.

Neither the Site nor any other facilities within a 1/2-mile radius are identified in the MOSF or MOST UST databases.

Storage Tank Facility Listing (TANKS)

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

Neither the Site nor other facilities within a 1/4-mile radius of the target property are identified on the TANKS database.

New York and New Jersey Manifests

The manifest is a document that lists and tracks hazardous waste from the generator through transporters to a TSD facility.

The Site was not identified in either the New York or New Jersey Manifest databases; however, five other listings for New York and New Jersey, facilities located within ¼ mile from the Site were identified in the database search. The following listings have the potential to impact the environmental integrity of the Site and are considered environmental concerns:

Listing	Map ID	Distance/ Direction	Assumed Hydraulic Gradient	Status/Available Data
Sea Travelers Marina / ConEd 2875 Flatbush Avenue, Brooklyn, NY 11215	B4	0 – 1/8 mile / Northwest	Cross-gradient	NY Manifest: EPA ID NYP004278024. Two manifests for 400 gallons of waste code D008 (lead).
	B6			NY Manifest. EPA ID NYP004519427. One manifest for 1200 pounds of waste type D008 (lead).

The remaining listings are not considered a REC or environmental concern due to the lack of reported releases, case status and/or assumed hydraulic gradient.

Registered Dry Cleaners

The list of registered dry cleaners, compiled by the NYSDEC, identifies dry cleaning facilities within ¼ mile radius of the Site.

Neither the Site nor any other facilities located within a 1/4-mile radius were identified on the drycleaners database.

EDR 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 1800s to 1950s 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.

Neither the Site nor surrounding facilities located within a 1-mile radius were identified in the Manufactured Gas Plants database.

Toxic Release Inventory System (TRIS)

The Toxic Release Inventory System (TRIS) is a national database used to collect information and report releases of toxic chemicals to the air, water and land in reportable quantities.

The Site is not listed on the TRIS database.

New York Voluntary Cleanup Program (NY VCP)

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.

The voluntary remedial program uses private funds to remediate contaminated sites and return them to productive use. The program covers nearly every kind of contamination.

Neither the Site nor any other facilities within ½ mile from the Site were identified in the VCP database.

New York Brownfields (NY Brownfields)

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.

Neither the Site nor surrounding facilities located within a ½-mile radius were identified in the NY Brownfields database.

US Brownfields (US Brownfields)

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. The 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.

Neither the Site nor any other facilities located within a ½-mile radius were identified on the US Brownfields database.

EDR Historical Auto Stations

EDR searched selected national collections of business directories and 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. The list of Historical Auto Stations compiled by EDR identifies historical auto stations within a 1/8-mile radius of the Site.

Neither the Site nor any other facilities within an 1/8-mile radius of the Site were identified in the EDR Historical Auto Stations database.

EDR Historical Dry Cleaners

EDR searched selected national collections of business directories and 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. The list of registered dry cleaners compiled by EDR identifies historical dry-cleaning facilities within 1/8 mile of the Site.

Neither the Site nor any other facilities within an 1/8-mile radius of the Site were identified in the EDR Historical Dry Cleaners database.

NYE Designation

Lots identified with an E Designation have the potential for hazardous material contamination, air, and/or noise quality impacts. Inclusion in the E Designation database does not necessarily indicate contamination is present, rather, that there is a potential for contamination.

Neither the Site nor any other facilities within an 1/8-mile radius of the Site were identified in the NY E Designation database.

Integrated Compliance Information System (ICIS)

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).

The Site was not identified in the ICIS database.

State Pollutant Discharge Elimination System (SPDES)

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 groundwater as well as surface waters.

The Site was identified on the SPDES database; however, the permit appears to be listed for the northwest adjoining property as it was registered to Toys R Us with the addresses of 2875 and 2879 Flatbush Avenue.

Registered Recycling Facility List (SWRCY)

The state maintains a list of facilities which are approved Class B Recycling Facilities (SWRCY). Neither the Site nor any other facilities within a 1/2 mile radius of the Site were listed in the SWRCY database.

FUELS Program

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.

Neither the Site nor the surrounding facilities located within a 1/4-mile radius of the Site were identified on the FUELS PROGRAM database.

NY Air Emissions Data (NY AIRS)

This database consists of point source emissions inventory data. The Site was not identified on the NY AIRS database.

US Aerometric Information Retrieval System (AIRS) Facility Subsystem (AFS)

The database is a sub-system of 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.

The Site was not identified on the US AIRS database.

Record of Decision Sites (ROD)

Record of Decision (ROD) documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid in cleanup.

Neither the Site nor any other facility within a 1-mile radius of the Site were identified in the ROD database.

5.2 Tier-1 Vapor Encroachment Screening

A Tier-1 Vapor Encroachment Screening was performed at the Site in accordance with ASTM Standard Guide E2600-15, Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions (E2600-15 Standard) (ASTM, 2015) to determine if a vapor encroachment condition (VEC) exists at the Site, as defined by the E-2600-15 Standard. The Tier-1 Vapor Encroachment Screening consisted of a review of Federal and State record sources for facilities of potential environmental concern within an established search distance of up to 1/3-mile from the Site for chemicals of concern (COC) (non-petroleum related contaminants) and up to 1/10-mile from the Site for petroleum-related contaminants. The review of environmental record sources was accomplished utilizing a computer database search report provided by EDR (EDR, 2023e) (Appendix H). Sites of potential environmental concern were then evaluated further to determine if a potential VEC concern exists with respect to the Site. In determining if a VEC concern exists at the Site, Louis Berger considered the presence of hydraulic barriers between the Site and potential off-site vapor sources, groundwater flow direction, release status, proximity of potential off-site sources to the Site, and professional judgment. As required by the E2600-15 Standard, the following databases were reviewed as part of the Tier-1 Vapor Encroachment Screening for information regarding documented and/or suspected releases of regulated hazardous substances and/or petroleum products on or near the Site. Each database identified in the table

below has been described in detail in the preceding Sections of this report and are, therefore, not described here.

Federal and State List	Site Appears on List	Number of Sites Within Search Radius*	
		0-1/10 mile	1/10-1/3 mile
National Priorities List for Federal Superfund Cleanup (NPL)/Delisted NPL/Proposed NPL	No	0 / 0 / 0	0 / 0 / 0
Superfund Enterprise Management System (SEMS) / SEMS-Archive	No	0 / 0	0 / 0
Resource Conservation and Recovery Information System – Treatment, Storage, or Disposal Facilities (RCRA-TSDF)/RCRIS Corrective Action Activity (CORRACTS)	No	0 / 0	0 / 0
Resource Conservation and Recovery Information System Generators/Transporters (RCRA Gen/Trans)/Non-Generators (RCRA NonGen/NLR)	No	NA	NA
Emergency Response Notification System (ERNS)	No	NA	NA
US Engineering Controls (US ENG CONTROLS)	No	0	0
US Institutional Controls (US INST CONTROLS)	No	0	0
State Hazardous Waste Sites (SHWS)	No	0	0
Solid Waste Facilities (SWF/LF)	No	2	0
Spills	No	4	0
Solid Waste Recycling Facilities (SWRCY)	No	0	0
Leaking Storage Tank Incident Reports (LTANKS)	No	2	0
Registered Storage Tanks	No	2	0
Engineering Controls (ENG CONTROL)	No	0	0
Institutional Controls (INST CONTROL)	No	0	0
Voluntary Cleanup Sites (VCP)	No	0	0
Brownfields	No	0	0
EDR Manufactured Gas Plants	No	0	0
EDR Historical Auto Stations	No	0	0
Registered Dry Cleaners and EDR Historical Cleaners	No	0	0
FUDS (Formerly Used Defense Sites)	No	0	0
FUSRAP (Formerly Utilized Sites Remedial Action Program)	No	0	0
HSWDS (Hazardous Substance Waste Disposal Sites)	No	0	0

5.2.1 Potential Off-Site Vapor Sources

An off-site source of vapor migration to the Site cannot be ruled out due to the presence of nearby spills and storage tanks. However, this possibility cannot be confirmed without subsurface soil and/or groundwater or soil gas sampling at the Site.

5.2.2 Potential On-Site Vapor Sources

Based on the records provided for the Site, there is a low potential for an on-site vapor source to exist.

5.3 Local Regulatory Agency Research

Additional federal, state, and local records sources were reviewed to supplement information obtained through review of standard environmental record sources. The additional records and sources consulted in conjunction with this Phase I ESA are listed below. Copies of correspondence with these record sources are included in Appendix I. Additionally, due to executive orders related to the COVID-19 health emergency, the response to requests may take upwards of 120 days depending on the agency.

5.3.1 United States Environmental Protection Agency (USEPA)

On January 26, 2023, an online search of EPA records was conducted in an effort to ascertain if any records were available for the Site. The MyPropertyInfo online database did not identify the Site on any databases.

5.3.2 New York State Department of Environmental Conservation (NYSDEC)

A Freedom of Information Law (FOIL) request dated January 30, 2023 was filed with NYSDEC to determine if NYSDEC holds records pertaining to the Site. The NYSDEC responded on January 31, 2023 that they did not identify any records for the Site.

5.3.3 New York State Department of Health (NYS DOH)

A FOIL request dated January 30, 2023 was filed with the New York State Department of Health (NYS DOH) to determine if the NYS DOH holds records pertaining to the Site. As of the date of preparation of this report, no response has been received. Upon receipt of a response, Louis Berger will review the response and, if conclusions contained within this report are affected, Louis Berger will submit an addendum to this report.

5.3.4 New York City Department of Buildings (NYC DOB)

A query was submitted through the New York City Department of Buildings (NYCDOB) Building Information Search (BIS) website (<https://a810-bisweb.nyc.gov/bisweb/bispi00.jsp>) on January 30, 2023 to determine whether there were references to buildings, tanks or other structures, property usage or reconnaissance reports that may have indicated the presence, past use, or release of hazardous substances, wastes or petroleum products at the Site. There were no complaints or violations listed for the Site.

5.3.5 New York City Department of Environmental Protection (NYC DEP)

A FOIL request dated January 30, 2023 was filed with the New York City Department of Environmental Protection (NYC DEP) to determine if the NYC DEP holds records pertaining to the Site. The NYC DEP responded on January 31, 2023 that they did not identify any records for the Site.

5.3.6 New York City Department of Health (NYC DOH)

A FOIL request dated January 30, 2023 was filed with the New York City Department of Health (NYC DOH) to determine if the NYC DOH holds records pertaining to the Site. As of the date of preparation of this report, no response has been received. Upon receipt of a response, Louis Berger will review the response and, if conclusions contained within this report are affected, Louis Berger will submit an addendum to this report.

5.3.7 New York City Fire Department (FDNY)

A Fire Department Record Search Request regarding tanks stored and/or removed at the Site, the history of leaks, and pending violation orders was made on January 30, 2023. As of the date of preparation of this report, no response has been received. Upon receipt of a response, Louis Berger will review the response and, if conclusions contained within this report are affected, Louis Berger will submit an addendum to this report.

6.0 SITE RECONNAISSANCE AND INTERVIEWS

The Site reconnaissance was conducted on January 31, 2023 by Ms. Michelle Locke and Mr. Chris Calandrillo, Project Scientists of Louis Berger. The weather conditions at the time of the Site inspection were overcast with some snow, with a temperature of 32 degrees Fahrenheit. There was one limiting factor encountered during the Site reconnaissance involving the inability to access the southeastern portion of the Site due to heavy brush and vegetation.

The Site is part of the NYC DPR Four Sparrow Marsh and is located in a mixed commercial and parkland area of the Mill Basin section of the Borough of Brooklyn, New York. The Site consists of a portion of Block 8591, Lot 100 and is approximately 139,800 square feet (3.21 acres) in size and is irregular in shape. The Site has frontage on Flatbush Avenue and the Exit 11 South ramp off the Belt Parkway is located approximately 270 feet to the south; however, there is no vehicular access.

Currently, the Site is a mix of undeveloped parkland and marsh land. The entirety of the Site was covered in vegetation, and some debris and garbage were observed on the western portion of the Site, next to Flatbush Avenue. One unidentified monitoring well was observed on the central portion of the Site. No evidence of utilities or any structures was observed on the Site and no evidence of ASTs or USTs was observed. A bermed area was observed to the northwest of the Site, at the boundary between Four Sparrow Marsh and the northwest adjoining vacant commercial property.

Surrounding Properties

The Site is bordered by Sea Travelers Marina and a vacant commercial space to the northwest, NYC DOT yard and NYPD Highway Patrol to the southwest, undeveloped parkland to the southeast, and Four Sparrow Marsh to the northeast. One AST was observed on the Sea Travelers Marina property; however, due to limited site access, the contents or quality of the tank could not be ascertained. In addition, an apparent pumping station was observed on the NYC DOT yard to the southwest of the Site.

Photographs of the Site reconnaissance are provided in Appendix A.

Site Interview

Louis Berger was not accompanied by any personnel during the site reconnaissance, so an in-person interview was not conducted; however, Owner and User questionnaires were sent to the

NYCDDC to obtain information pertaining to the Site. Ownership information pertaining to the Site was provided by Ms. Katherine Bryson of the Natural Resources Group, Environment & Planning, for NYC Parks, as follows:

- The Site is part of the zoning district C3, waterfront recreation, and has been used for this purpose since 1994.
- The Site has been owned by NYC DPR since 1994 and was previously owned by the City of New York.
- Ms. Bryson indicated there is no asbestos containing material at the Site.
- Ms. Bryson indicated that there is no lead-based paint at the Site.
- Ms. Bryson indicated that there are no fluorescent light fixtures at the Site, as no buildings are present.
- Ms. Bryson was not aware if any other environmental assessments/investigations had ever been performed on the property.
- Ms. Bryson was not aware if there were or had previously been any industrial drums or sacks/bags of chemicals on the Site.
- Ms. Bryson was not aware if the Site has ever been used for waste generation or disposal activities.
- Ms. Bryson indicated that unidentified waste materials, tires, automotive or industrial batteries, or any other waste materials have been dumped, buried, or burned, or a combination thereof, on the Site.
- Ms. Bryson indicated that fill material has been brought to the Site, consisting of construction debris, trash, clean soil/stone, and potentially contaminated soil.
- Ms. Bryson indicated that there are no USTs currently located on the Site.
- Ms. Bryson indicated that historically there were two 1,100-gallon USTs (registration No. 2-600315) located on the Site, which were removed on 09/06/1996. Based on a review of the NYSDEC Bulk Storage Database, these tanks were installed on 07/01/1986 and removed on 02/01/1995 and contained gasoline and diesel. The site name associated with this registration number is Marine Park Garage, which is the

adjoining property to the west at 2900 Flatbush Avenue. Based on a review of all available historical records, the Site has never been developed as a garage facility and it is therefore likely that these USTs are associated with the west adjoining property and not the Site.

- Ms. Bryson indicated that there are no ASTs located on the Site and that none were previously located at the Site.
- Ms. Bryson was not aware if any remediation activities have ever been performed on the Site.
- Ms. Bryson was not aware if any spills of oil or chemicals that have occurred on the Site.
- Ms. Bryson indicated that there are no wells located on the Site; however, during the site reconnaissance, one monitoring well was observed on the Site.
- Ms. Bryson indicated that no recharge basins, retention basins, or holding basins are located on the Site.
- Ms. Bryson was not aware if there were any septic/cesspool systems presently or formerly at the Site.
- Ms. Bryson indicated that the Site is not served by local water, sanitary, or storm water utilities.
- Ms. Bryson was not aware if any current or former electrical transformers are located on the Site.
- Ms. Bryson indicated that wetlands and/or surface water bodies are present on the Site.
- Ms. Bryson was not aware if the Site has ever been tested for the presence of radon.
- Ms. Bryson indicated that the site is registered with the following permits:
 - NYSDEC Permit No. 2-6105-00642/00005 which was effective as of 03/17/2021. [According to WSP's search of the NYSDEC's website, this is a Major Tidal Wetlands Permit for the restoration and enhancement of habitat. The proposed work involves wetland restoration through various combinations of debris removal, placement of clean sand, and planting native vegetation over approximately 2.25 acres. The work will occur at Four Sparrow Marsh along Belt

Pkwy btw Flatbush Ave and Mill Basin Bridge, Brooklyn, NY 11234. The permit has an expiration date of 12/31/2026.]

- US Army Corps of Engineers (USACE) Permit No. NAN-2020-00625-WRY, which was effective on 08/10/2020 and is undergoing reverification.
- Ms. Bryson was not aware of any enforcement actions, violations of environmental laws or regulations issued to the Site.
- Ms. Bryson was not aware of other conditions or issues with the Site that could be considered a potential area of environmental concern.

The User questionnaire was completed by Ms. Jesmin Bhuyan of NYCDDC as follows:

- The NYCDDC is the User (as defined by the ASTM Standard Practice E 1527-13) of the Phase I ESA.
- The reason for conducting the Phase I ESA was for a Wetland Mitigation to improve natural wetland conditions.
- The NYCDDC does not know if any environmental cleanup liens are filed or recorded against the Site.
- The NYCDDC does not know if any activity or land use limitations are in place on the Site or have been filed or recorded in a registry.
- The NYCDDC does not have any specialized knowledge related to the Site or nearby properties.
- The NYCDDC does not know what the relationship is between fair market value and purchase price.
- The NYCDDC does not know any commonly known or reasonably ascertainable information about the Site.
- The NYCDDC does not know if there are any obvious indicators that point to the presence or likely presence of contamination at the Site.

Copies of the completed Owner and User Questionnaires are provided in Appendix A.

7.0 FINDINGS

The Phase I ESA has revealed the following findings:

Recognized Environmental Concerns (RECs)

- The Site consisted of backfilled land in the early 1900s based on a review of the historical topographic maps and aerial photographs and review of geologic information for the Site. Additionally, an apparent soil berm was observed along the northwestern boundary of the Four Sparrow Marsh, abutting the Site to the northwest. The environmental quality and source of the backfill material on the Site and soil berm are unknown; however, according to the information provided by NYC DPR, potentially contaminated fill material has been brought to the Site. The potential presence of historic fill material is considered a REC.
- According to the historical fire insurance maps, the Site was historically used as a golf driving range from the 1960s to 2000s and there is a potential that pesticides were applied to the Site during that time. The potential application of pesticides on the Site is considered to be a REC.

There were no CRECs or HRECs identified in connection with the Site.

Other Environmental Concerns

- According to the Google Earth satellite image, the southeastern-most portion of the Site that borders the adjoining waterway, appears to have areas of possible dumping. Due to heavy brush and vegetation on the Site during the site reconnaissance, this area of the Site was inaccessible, and the presence of dumping could not be confirmed and is considered an environmental concern.
- There is one open spill on the Marine Park Garage DPR-DDC property to the immediate west at 2900 Flatbush Avenue (Spill No. 9606640), which occurred on 08/23/1996 and is associated with VOC contamination in soil and groundwater. Multiple monitoring and remediation attempts were conducted from 2006 to 2014; however, contamination remained on-site. In 2014, a phytoremediation plan was implemented to address soil and groundwater contamination but it was noted that the effects will likely not be observed until after several years of tree growth and establishment of a mature root system. The most recent update reported in the Fall of 2021, states that VOC concentrations still exceed the applicable

standards in groundwater, and it appears the monitoring is ongoing, and the spill case remains open. The groundwater on the west side of Flatbush Avenue is expected to flow to the west-southwest toward Mill Creek and is not upgradient of the Site and is therefore considered an environmental concern. A FOIL request was submitted to obtain additional information about this property. Upon receipt of a response, Louis Berger will review the response and, if conclusions contained within this report are affected, Louis Berger will submit an addendum to this report.

- The northwest adjoining property located at 2875 Flatbush Avenue historically operated as a filling station with multiple closed spills and 12 closed 550-gallon gasoline USTs, two out of service 4,000-gallon gasoline USTs, and eight removed 275-gallon No. 2 fuel oil aboveground storage tanks (ASTs). There is a potential for contamination from this property to migrate to the Site with groundwater flow, adversely impacting the groundwater beneath the Site. However, it is noted that any off-site contamination that migrates to the Site will have to be addressed by the responsible party(ies). A FOIL request was submitted to obtain additional information about this property. Upon receipt of a response, Louis Berger will review the response and, if conclusions contained within this report are affected, Louis Berger will submit an addendum to this report.
- Louis Berger identified one monitoring well on the central portion of the Site. Based on the information reviewed, there is no known contamination on the Site, and the purpose of the well is unknown. Louis Berger is awaiting the completion of the owner questionnaire to gather additional information on the Site, and additional FOIL requests have been submitted on adjoining properties which could provide additional details on any potential off-site monitoring that could have occurred.

8.0 CONCLUSIONS AND RECOMMENDATIONS

Louis Berger has performed a Phase I ESA of the Site located at 2879 Flatbush Avenue, in general conformance with the scope and limitations of ASTM Practice E 1527-13. Any additions to, exceptions to, or deletions from this practice are described in Section 1.2 of this report.

The Phase I ESA identified the following on-site RECs that have the potential to affect conditions at the Site:

- The Site consisted of backfilled land in the early 1900s based on a review of the historical topographic maps and aerial photographs and review of geologic information for the Site. Additionally, an apparent soil berm was observed along the northwestern boundary of the Four Sparrow Marsh, abutting the Site to the northwest. The environmental quality and source of the backfill material on the Site and soil berm are unknown. The potential presence of historic fill material is considered a REC.
- According to the historical fire insurance maps, the Site was historically used as a golf driving range from the 1960s to 2000s and there is a potential that pesticides were applied to the Site during that time. The potential application of pesticides on the Site is considered to be a REC.

There were no CRECs or HRECs identified in connection with the Site.

The Phase I ESA identified the following other environmental concerns that have the potential to affect conditions at the Site:

- According to the Google Earth satellite image, the southeastern-most portion of the Site that borders the adjoining waterway, appears to have areas of possible dumping. Due to heavy brush and vegetation on the Site during the site reconnaissance, this area of the Site was inaccessible, and the presence of dumping could not be confirmed and is considered an environmental concern.
- There is one open spill on the Marine Park Garage DPR-DDC property to the immediate west at 2900 Flatbush Avenue (Spill No. 9606640), which occurred on 08/23/1996, and is associated with VOC contamination in soil and groundwater. Multiple monitoring and remediation attempts were conducted from 2006 to 2014; however, contamination remained on-site. In 2014, a phytoremediation plan was implemented to address soil and groundwater

contamination, but it was noted that the effects will likely not be observed until after several years of tree growth and establishment of a mature root system. The most recent update reported in the Fall of 2021, states that VOC concentrations still exceed the applicable standards in groundwater, and it appears the monitoring is ongoing, and the spill case remains open. The groundwater on the west side of Flatbush Avenue is expected to flow to the west-southwest toward Mill Creek and is not upgradient of the Site and is therefore considered an environmental concern. A FOIL request was submitted to obtain additional information about this property. Upon receipt of a response, Louis Berger will review the response and, if conclusions contained within this report are affected, Louis Berger will submit an addendum to this report.

- The northwest adjoining property located at 2875 Flatbush Avenue historically operated as a filling station with multiple closed spills and 12 closed 550-gallon gasoline USTs, two out of service 4,000-gallon gasoline USTs, and eight removed 275-gallon No. 2 fuel oil ASTs. There is a potential for contamination from this property to migrate to the Site with groundwater flow, adversely impacting the groundwater beneath the Site. However, it is noted that any off-site contamination that migrates to the Site will have to be addressed by the responsible party(ies). A FOIL request was submitted to obtain additional information about this property. Upon receipt of a response, Louis Berger will review the response and, if conclusions contained within this report are affected, Louis Berger will submit an addendum to this report.
- Louis Berger identified one monitoring well on the central portion of the Site. Based on the information reviewed, there is no known contamination on the Site, and the purpose of the well is unknown. According to information provided by a representative of the NYC DPR, they have no knowledge of the monitoring well on the Site. Additional FOIL requests have been submitted on adjoining properties which could provide additional details on any potential off-site monitoring that could have occurred.

Louis Berger recommends that a Phase II Environmental Site Investigation (Phase II ESI) be performed to determine whether the identified RECs and other environmental concerns have affected the Site. Louis Berger recommends the following:

- Soil and groundwater sampling and analysis should be conducted to determine whether the subsurface has been impacted by historical filling activities and historical Site operations.

All investigation activities should be conducted in accordance with all applicable local, state and federal regulations. The proposed Phase II ESI Work Plan should be submitted to the DDC for review and approval prior to implementation.

9.0 SIGNATURES OF ENVIRONMENTAL PROFESSIONALS

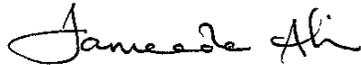
Louis Berger has performed a Phase I ESA of the Four Sparrow Marsh located at 2879 Flatbush Avenue, in Brooklyn, New York. The scope of the Phase I ESA was generally consistent with the ASTM Standard Practice E 1527-13. Additions to, exceptions to, or deletions from this practice are described in Section 1.2 of this report. Signatures of the Environmental Professionals who participated in conducting this Phase I ESA are provided below. Qualifications for these individuals are provided in Appendix N.

Report Prepared By:



Michelle Locke
Project Scientist

Report Reviewed By:



Fameeda Ali, CHMM, ENV SP
Manager

10.0 REFERENCES

Resources Consulted:

- EDR (Environmental Data Resources, Inc.), 2023a, *EDR Historical Topo Map Report, WTM4SPRW Phase I CAR, 2879 Flatbush Ave, Brooklyn, NY 11234, January 9, 2023.* Brooklyn quadrangle, years available: 1897, 1898, 1900. Coney Island quadrangle, years available: 1947, 1955, 1966, 1979, 1995, 2013, 2016, and 2019.
- EDR (Environmental Data Resources, Inc.), 2023b. *EDR Building Permit Report, WTM4SPRW Phase I CAR, 2879 Flatbush Avenue, Brooklyn, NY 11234, January 9, 2023*
- EDR (Environmental Data Resources, Inc.), 2023c. *The EDR Property Tax Map Report, WTM4SPRW Phase I CAR, 2879 Flatbush Ave, Brooklyn, NY 11234, January 9, 2023*
- EDR (Environmental Data Resources, Inc.), 2023d, *The EDR Aerial Photo Decade Package, WTM4SPRW Phase I CAR, 2879 Flatbush Avenue, Brooklyn, NY 11234, January 9, 2023.* Years available: 1924, 1951, 1954, 1961, 1966, 1976, 1984, 1994, 2006, 2011, 2015, and 2019.
- EDR (Environmental Data Resources, Inc.), 2023e, *The EDR Radius Map Report with Geocheck, WTM4SPRW Phase I CAR, 2879 Flatbush Avenue, Brooklyn, NY 11234, January 9, 2023.*
- EDR (Environmental Data Resources, Inc.), 2023f, *Certified Sanborn Map Report, WTM4SPRW Phase I CAR, 2879 Flatbush Avenue, Brooklyn, NY 11234, January 11, 2023.* Years available: 1930, 1950, 1968, 1969, 1977, 1981, 1982, 1986, 1989, 1991, 1992, 1993, 1995, 1996, 2001, 2002, 2003, 2004, 2005, 2006, and 2007.
- EDR (Environmental Data Resources, Inc.), 2023g, *The EDR-City Directory Abstract, WTM4SPRW Phase I CAR, 2879 Flatbush Avenue, Brooklyn, NY 11234, January 9, 2023.* Years available: 1928, 1934, 1940, 1945, 1949, 1960, 1965, 1970, 1973, 1976, 1980, 1985, 1992, 1994, 1997, 1999, 2000, 2004, 2005, 2009, 2014, and 2017.
- EDR (Environmental Data Resources, Inc.), 2023h. *EDR Environmental Lien and AUL Search, WTM4SPRW Phase I CAR, 2879 Flatbush Ave, Brooklyn, NY 11234, January 10, 2023.*
- EDR (Environmental Data Resources, Inc.), 2023i. *The EDR 1940 Chain of Title, WTM4SPRW Phase I CAR, 2879 Flatbush Ave, Brooklyn, NY 11234, January 11, 2023.*
- New York State Department of Environmental Conservation, <https://www.dec.ny.gov/cfm/xtapps/envapps/index.cfm>, March 27, 2023

Regulatory Agencies Contacted:

- New York City Department of Buildings, 01/30/2023.
- New York City Fire Department, 01/30/2023.
- New York City Department of Environmental Protection, 01/30/2023.

- New York City Department of Health, 01/30/2023.
- New York State Department of Environmental Conservation, 01/30/2023.
- New York State Department of Health, 01/30/2023.
- United State Environmental Protection Agency, 01/30/2023.

Documents and Maps:

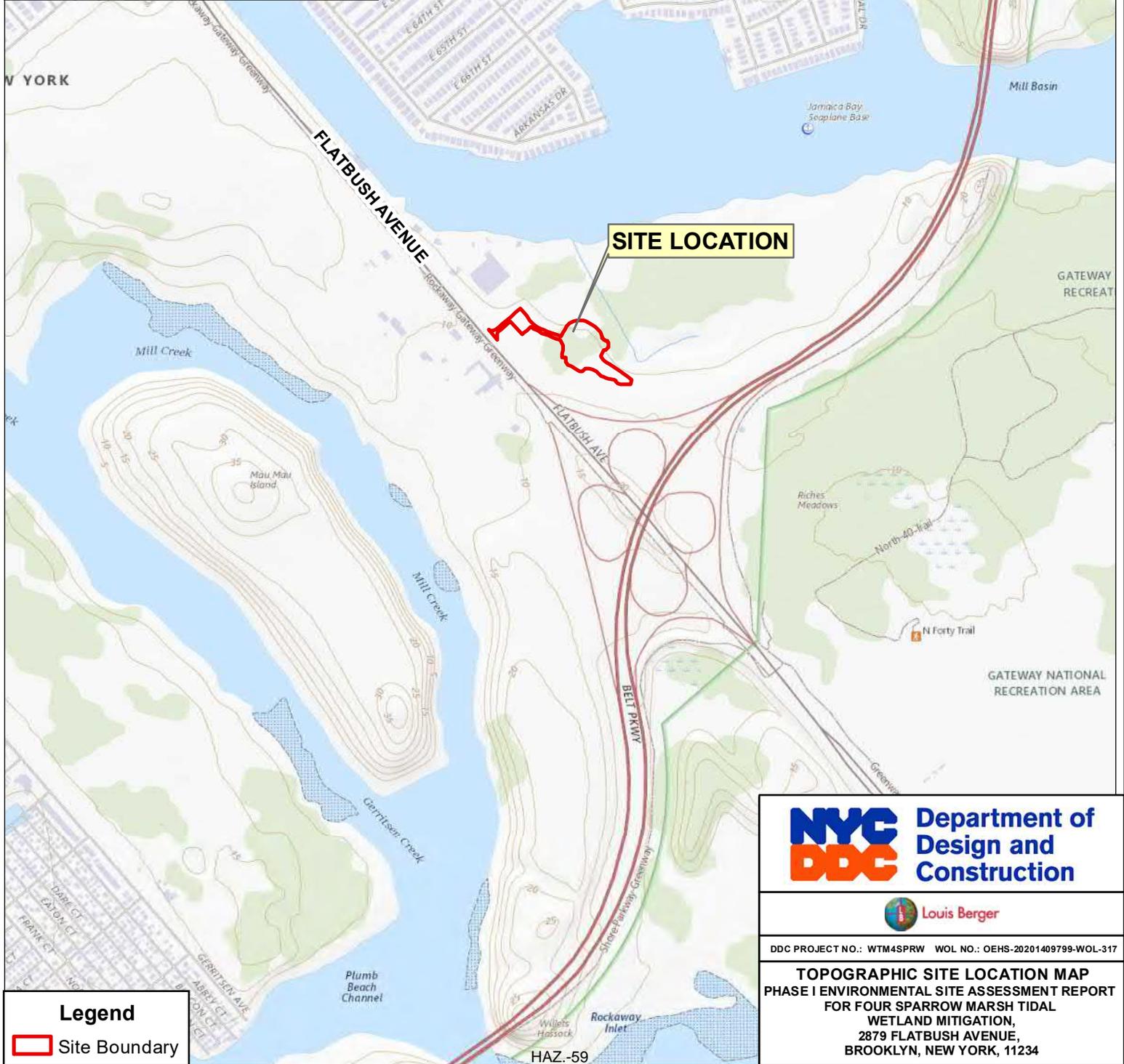
- ASTM International (ASTM) 2013, "*Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*," ASTM Designation E 1527-13.
- Buxton, Shernoff, 1999, *Ground-Water Resources of Kings and Queens Counties, Long Island, New York*, Water-Supply Paper 2498.
- Federal Emergency Management Agency National Flood Insurance Program, *Flood Insurance Rate Map Panel Number 3604970356F*.
- Monti and Busciolano, 2009, *Water-Table and Potentiometric-Surface Altitudes in the Upper Glacial, Magothy, and Lloyd Aquifers beneath Long Island, New York, March-April 2006*.
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- New York City Detailed Soil Survey via Web Soil Survey, 2015.
<http://www.soilandwater.nyc/urban-soils.html>
- U. S. Geological Survey, *7.5-Minute Quadrangle Series, Coney Island, New York*, 2020.
- U. S. Geological Survey, *Long Island Depth to Water Viewer* (2013).
<https://ny.water.usgs.gov/maps/li-dtw10/>
- United States Department of Agriculture, Natural Resources Conservation Service, New York City Soil and Water Conservation District, and Cornell University Agricultural Experiment Station, *New York City Reconnaissance Soil Survey* (2005).
- United States Fish and Wildlife Service, Division of Habitat and Resource Conservation, *National Wetlands Inventory Digital Wetland Mapper*, 2008.
<http://www.fws.gov/wetlands/data/index.html>

FIGURES

FIGURE 1 – TOPOGRAPHIC SITE LOCATION MAP

FIGURE 2 – SITE PLAN

FIGURE 3 – IDENTIFIED RECS AND SITE FEATURES



Legend

Site Boundary

NYC Department of **Design and Construction**
DDC

Louis Berger

DDC PROJECT NO.: WTM4SPRW WOL NO.: OEHS-20201409799-WOL-317

TOPOGRAPHIC SITE LOCATION MAP
PHASE I ENVIRONMENTAL SITE ASSESSMENT REPORT
FOR FOUR SPARROW MARSH TIDAL
WETLAND MITIGATION,
2879 FLATBUSH AVENUE,
BROOKLYN, NEW YORK, 11234



FLATBUSH AVENUE

HAZ.-60

Legend

 Site Boundary

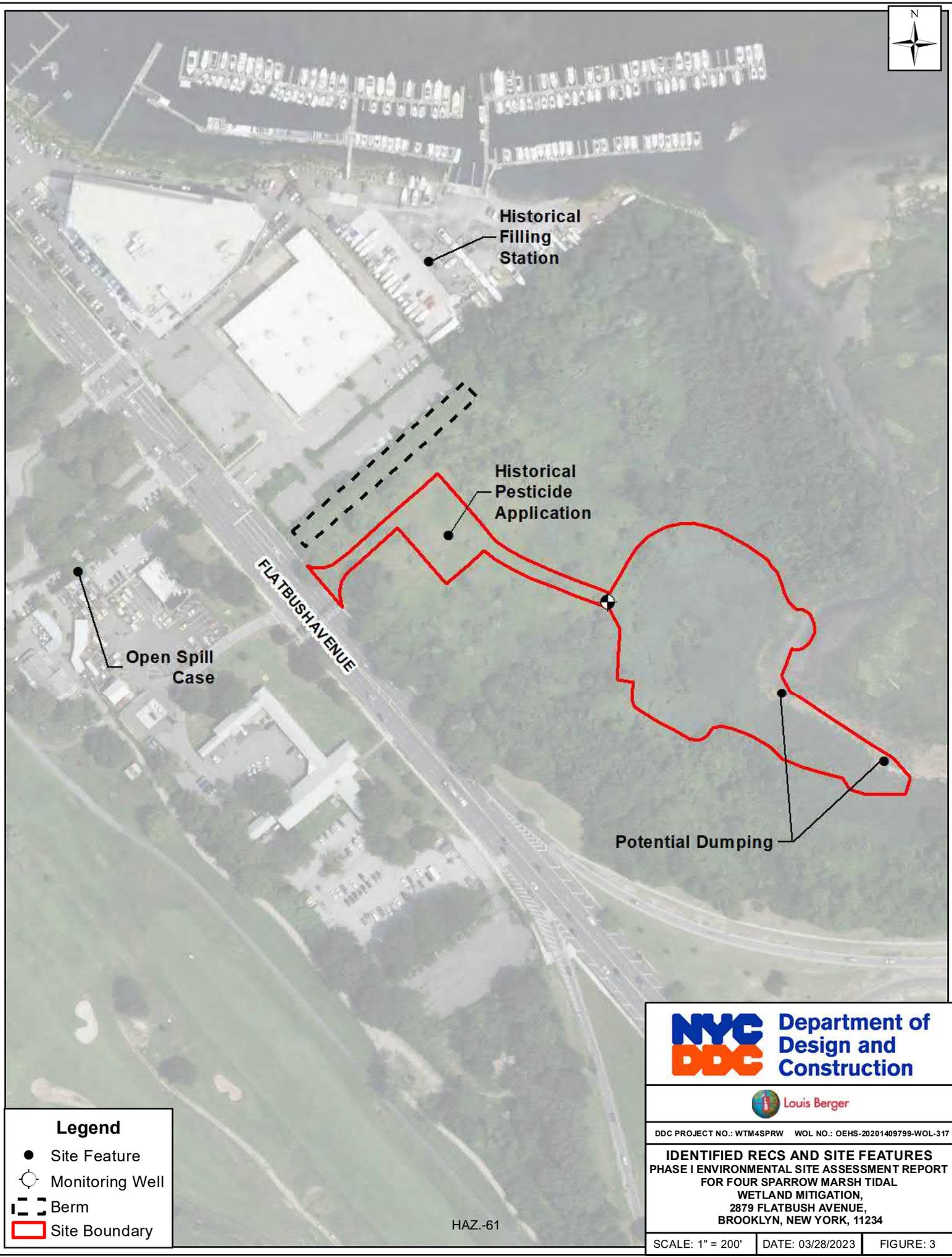
NYC Department of
DDC Design and
Construction

 Louis Berger

DDC PROJECT NO.: WTM4SPRW WOL NO.: OEHS-20201409799-WOL-317

SITE PLAN
PHASE I ENVIRONMENTAL SITE ASSESSMENT REPORT
FOR FOUR SPARROW MARSH TIDAL
WETLAND MITIGATION,
2879 FLATBUSH AVENUE,
BROOKLYN, NEW YORK, 11234

SCALE: 1" = 200' DATE: 03/28/2023 FIGURE: 2



Legend	
●	Site Feature
⊕	Monitoring Well
---	Berm
▭	Site Boundary

HAZ.-61



DDC PROJECT NO.: WTM4SPRW WOL NO.: OEHS-20201409799-WOL-317

IDENTIFIED RECS AND SITE FEATURES
PHASE I ENVIRONMENTAL SITE ASSESSMENT REPORT
FOR FOUR SPARROW MARSH TIDAL
WETLAND MITIGATION,
2879 FLATBUSH AVENUE,
BROOKLYN, NEW YORK, 11234

SCALE: 1" = 200' | DATE: 03/28/2023 | FIGURE: 3

APPENDICES

APPENDIX A
SITE RECONNAISSANCE PHOTOGRAPHS
AND QUESTIONNAIRES

Photograph #1 – View of the western entrance of the Site from Flatbush Avenue, facing northeast.



Photograph #2 – View of the northwestern portion of the Site, facing east.



Photograph #3 – View of northwestern portion of the Site, facing southeast.



Photograph #4 – View of northwestern portion of the Site, facing northwest.



Photograph #5 – View of unmarked monitoring well located on the central portion of the Site.



Photograph #6 – View of marsh land located on the central portion of the Site, facing southeast.



Photograph #7 – View of garbage and debris located on the northwestern portion of the Site near the entrance at Flatbush Avenue.



Photograph #8 – View of south adjoining parkland and pedestrian foot path, facing southeast.



Photograph #9 – View of garbage and debris at the southern portion of the parkland, located off of the Belt Parkway ramp, facing north.



Photograph #10 – View of berm located along the northwestern boundary of Four Sparrow Marsh, facing north.



Photograph #11 – View of asphalt paved area, located on the opposite side of the berm, facing northeast.



Photograph #12 – View of vacant commercial property located northwest adjoining the Site at 2875 Flatbush Avenue, facing north.



Photograph #13 – View of Sea Marine Travelers located northwest adjoining to the Site at 2785 Flatbush Avenue, facing northeast.



Photograph #14 – View of NYPD Highway Patrol Precinct located on the southwest side of Flatbush Avenue at 2900 Flatbush Avenue, facing west.



Photograph #15 – View of NYC DOT yard located on the southwest side of Flatbush Avenue at 2900 Flatbush Avenue, facing west.



Photograph #16 – View of Marine Park Golf Club located on the southwest side of Flatbush Avenue at 2880 Flatbush Avenue, facing west.





**ENVIRONMENTAL SITE ASSESSMENT
PROPERTY OWNER QUESTIONNAIRE**

PLEASE RETURN TO: **Michelle Locke (Michelle.Locke@wsp.com)**

WSP is preparing an Environmental Site Assessment of the following property:

Four Sparrow Marsh and vicinity, Belt Parkway & Flatbush Avenue,

Property Location: Brooklyn Community District 18

Block/Lot No.: Block 8591, Lot 100

Name of Person Completing Questionnaire: Katherine Bryson

Affiliation: Natural Resource Group, Environment & Planning, NYC Parks

Date: 2/28/23

Proposed Future Use of Property: Restored tidal wetland

As part of the Environmental Site Assessment, it is necessary to obtain, to the extent possible, detailed information regarding the environmental condition and history of the referenced site. Please take a few moments to answer the following questions as completely as possible.

1. What is the current use of the property?

Residential – Single Family

Residential – Multi Family

Commercial

Industrial/Manufacturing

Agriculture According to the NYC ZoLa, the project area includes zoning district C3 (waterfront recreation). Nearby areas include, "PARK" and small areas of zoning districts: C3 (waterfront recreation), R4 (multi family residential),

Unimproved zoning districts: C3 (waterfront recreation), R4 (multi family residential),
Describe type of use: C8-1 (heavy commerical services), and M1 (light industry).

How long has the property been used for this purpose: 1994

What was the prior property use: Unimproved

2. What is the estimated age of all on-site structures? N/A

3. When did the current landowner assume ownership? 1994
4. Who was the previous landowner? City of New York
5. Do you believe that any asbestos containing building materials are present on-site?
 Yes
 No
 Unknown
6. Do you believe that lead based paint was ever used on the property?
 Yes
 No
 Unknown
7. Do any of the on-site buildings have fluorescent light fixtures?
 Yes
 No
 Unknown
8. Have any other type of environmental assessments/investigations ever been performed on the property?
 Yes What Type: _____
 No
 Unknown
9. Has the property ever been used as any of the following?
 Industrial/Manufacturing Operation
 Gasoline Station
 Automotive Repair Facility
 Commercial Printing Facility
 Dry Cleaning Facility
 Photo-Developing Facility
 Junk Yard/Scrap Yard
 Landfill
 Waste Treatment Storage/Treatment Facility
 Disposal Processing/Recycling Facility

10. Are there currently, or have there been any of the following located on the property?
- Damaged/discarded automotive/industrial batteries
 - Individual containers of chemicals
 - Individual containers of paints
 - Individual containers of pesticides
11. Are there currently, or have there previously been any industrial drums or sacks/bags of chemicals located/stored on the property?
- Yes
 - No
 - Unknown
12. Has the property ever been used for waste generation or disposal activities?
- Yes
 - No
 - Unknown
13. Have unidentified waste materials, tires, automotive or industrial batteries, or any other waste materials been dumped, buried, or burned, or a combination thereof, on the property?
- Yes
 - No
 - Unknown
14. Has fill material ever been brought onto the property?
- Yes
 - No
15. If so, what type of fill material?
- Construction debris
 - Trash
 - Clean soil/stone
 - Potentially contaminated soil

16. Are there currently any underground storage tanks (USTs) located on the property?

Yes Number; Size, Contents: _____

No

Registration No(s): _____

Date Installed: _____

17. Were any USTs previously located on the property?

Yes Number; Size, Contents: 2 tanks, Capacity: 1100 Gallons each

No

Registration No(s): 2-600315

Date Installed: _____

Date Removed: 09/06/1996

18. Has leak detection equipment been installed with the tank(s)?

Yes

No

Unknown

19. Have any USTs ever been replaced/upgraded by new USTs?

Yes

No

Unknown

20. Have any existing USTs had tightness testing performed?

Yes Results: _____

No

Unknown

21. Are there currently any aboveground storage tanks (ASTs) located on the property?

Yes Number; Size, Contents: _____

No

Registration No(s): _____

Date Removed: _____

22. Were any ASTs previously located on the property?

Yes Number; Size, Contents: _____

No

Registration No(s): _____

Date Installed: _____

Date Removed: _____

23. If there are/were ASTs present on-site, have there ever been any spills/discharges associated with the ASTs?

Yes

No

Unknown

24. Has any remediation (removal of contaminated soil/water) ever been performed on the site?

Yes

No

Unknown

25. Have there ever been any spills (>5 gallons) of oil or chemicals that have occurred on-site?

Yes Was the incident reported to a regulatory agency: _____

Spill No.: _____

No

Unknown

26. Are there any wells located on-site?

Yes For What Purpose: _____

No

Unknown

27. Are there any recharge basins, retention basins, or holding basins located on the property?

Yes

No

Unknown

28. Are there currently, or have there previously been any septic/cesspool systems located on the property?

- Yes
- No
- Unknown

29. Are the on-site buildings served by local water, sanitary, and storm water utilities?

- | <u>Municipal Water</u> | <u>Sanitary Sewer</u> | <u>Storm Sewer</u> |
|-------------------------------------|-------------------------------------|-------------------------------------|
| <input type="radio"/> Yes | <input type="radio"/> Yes | <input type="radio"/> Yes |
| <input checked="" type="radio"/> No | <input checked="" type="radio"/> No | <input checked="" type="radio"/> No |
| <input type="radio"/> Unknown | <input type="radio"/> Unknown | <input type="radio"/> Unknown |

30. How are the on-site buildings currently heated? N/A

31. How were the on-site buildings previously heated? N/A

32. Are there currently, or have there previously been any electrical transformers (PCB-Containing) located on the property?

- Yes
- No
- Unknown

33. Are there any wetlands/surface water bodies located on the property?

- Yes
- No
- Unknown

34. Has the property ever been tested for the presence of Radon?

- Yes
- No
- Unknown

35. Have any environmental or other permits been issued for the property? If so, please list the effective dates, type and issuing agency.

DEC Permit (#2-6105-00642/00005). Effective on 03/17/2021.

USACE Permit (#NAN-2020-00625-WRY). Effective on 08/10/2020. Undergoing reverification.

36. Have any enforcement actions for violations of environmental laws or regulations been issued for the property? If so, please list the dates, type/description of violation, issuing agency and how the violation was resolved.

N/A

37. Are there any other conditions/issues with the property that could be considered potential areas of environmental concern? If so, please explain.

N/A

38. Any Additional comments or knowledge of the Site that you may have.

N/A

USER QUESTIONNAIRE for PHASE I ENVIRONMENTAL SITE ASSESSMENT

ASTM STANDARD PRACTICE E1527-13

Note: In order to qualify for one of the Landowner Liability Protections offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001 the User (as defined in E1527-13) should provide the information requested below, to the extent available, to ensure the completion of "all appropriate inquiry" with respect to the subject Property. The environmental professional preparing the Phase I Environmental Site Assessment ("ESA") report needs this information to complete the report.

Property Identification: Four Sparrow Marsh Tidal Wetland Mitigation 2879 Flatbush Av, Bk, NY 11234

User: DDC

Reason for ESA: Wetland Mitigation improve natural wetland conditions

Questionnaire Respondent (Name, Title, Affiliation): Jesmin Bhuyan

Questionnaire Respondent Signature: *Jesmin Bhuyan*

Signature: *Jesmin Bhuyan* Date: 3/24/23

1. Environmental cleanup liens that are filed or recorded against the Property (40 CFR 312.25).

Are you aware of any environmental cleanup liens against the Property that are filed or recorded under federal, tribal, state or local law?

DDC do not know the answer

2. Activity and land use limitations that are in place on the Property or that have been filed or recorded in a registry (40 CFR 312.26).

Are you aware of any activity and use limitations, such as engineering controls, land use restrictions or institutional controls that are in place at the Property and/or have been filed or recorded in a registry under federal, tribal, state or local law?

DDC do not know the answer

3. Specialized knowledge or experience of the person seeking to qualify for the Landowner Liability Protections (40 CFR 312.28).

As the User of this ESA, do you have any specialized knowledge or experience related to the Property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the Property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?

NO

4. Relationship of the purchase price to the fair market value of the Property if it were not contaminated (40 CFR 312.29).

Does the purchase price being paid for this Property reasonably reflect the fair market value of the Property? If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the Property?

DDC do not know the answer

5. Commonly known or reasonably ascertainable information about the Property (40 CFR 312.30).

Are you aware of commonly known or reasonably ascertainable information about the Property that would help the environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances or petroleum to the environment? For example, as user,

DDC do not know the answer

(a) Do you know the past uses of the Property?

NO

(b) Do you know of specific chemicals that are present or once were present at the Property?

NO

(c) Do you know of spills or other chemical releases that have taken place at the Property?

NO

(d) Do you know of any environmental cleanups that have taken place at the Property?

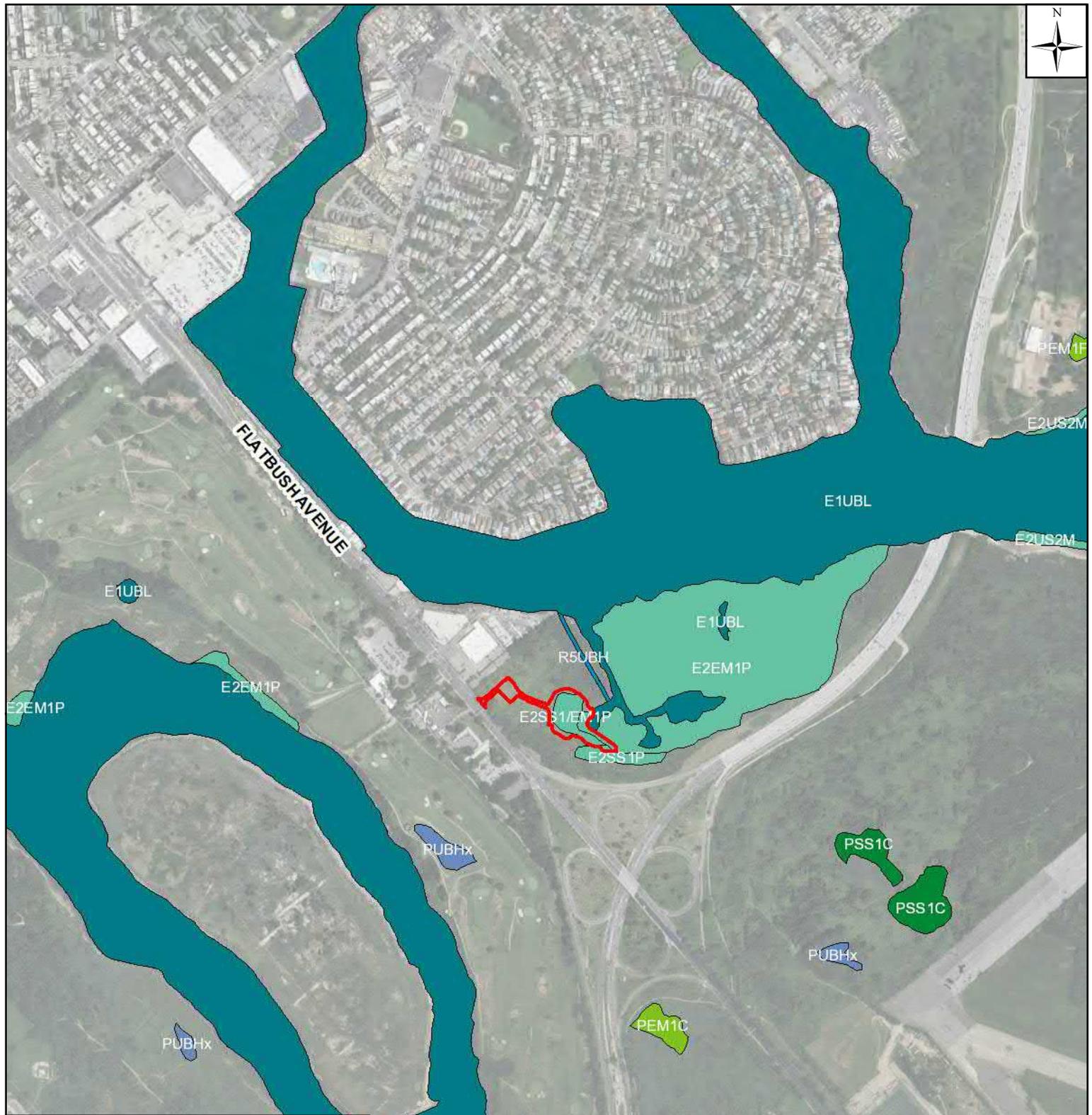
NO

6. The degree of obviousness of the presence or likely presence of contamination at the Property, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31).

As the User of this ESA, based on your knowledge and experience related to the Property, are there any obvious indicators that point to the presence or likely presence of contamination at the Property?

DDC do not know the answer

APPENDIX B
NEW YORK STATE WETLANDS MAP



Legend

- Site Boundary
- Wetlands**
- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

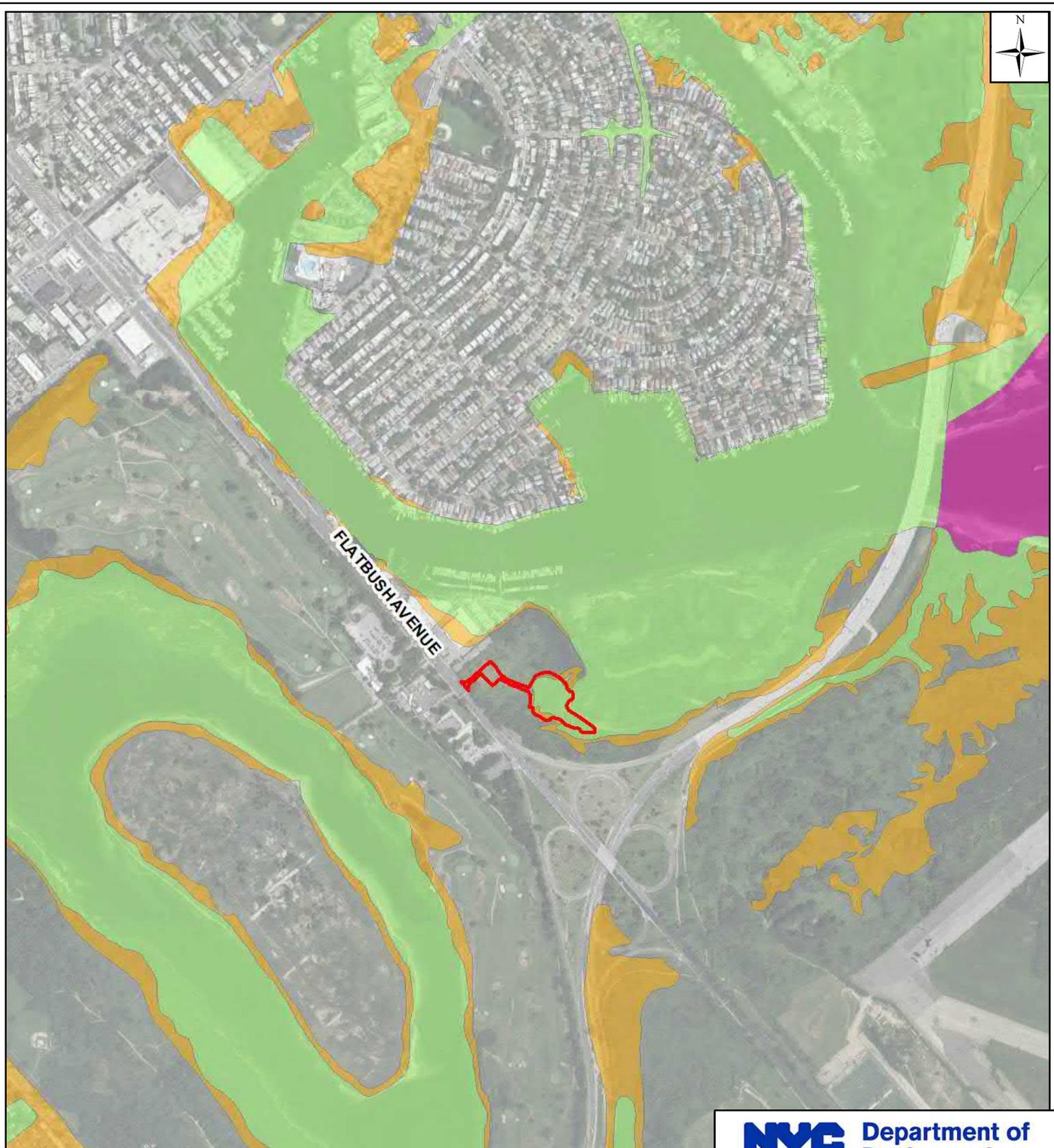


DDC PROJECT NO.: WTM4SPRW WOL NO.: OEHS-20201409799-WOL-317

NEW YORK STATE WETLANDS MAP
PHASE I ENVIRONMENTAL SITE ASSESSMENT REPORT
FOR FOUR SPARROW MARSH TIDAL
WETLAND MITIGATION,
2879 FLATBUSH AVENUE,
BROOKLYN, NEW YORK, 11234

SCALE: 1" = 1000' | DATE: 03/28/2023 | APPENDIX: B

APPENDIX C
FEMA FLOOD INSURANCE MAP



Legend

- Site Boundary
- Zone A - 1% Annual Chance Flood
- Zone AE - 1% Annual Chance Flood
- Zone VE - Coastal areas with a 1% or greater chance of flooding
- Zone X - 0.2% Annual Chance Flood
- Open Water

*No Base Flood Elevations are known

HAZ.-86



DDC PROJECT NO.: WTM4SPRW WOL NO.: OEHS-20201409799-WOL-317

FEMA FLOOD INSURANCE MAP
PHASE I ENVIRONMENTAL SITE ASSESSMENT REPORT
FOR FOUR SPARROW MARSH TIDAL
WETLAND MITIGATION,
2879 FLATBUSH AVENUE,
BROOKLYN, NEW YORK, 11234

SCALE: 1" = 1000' | DATE: 03/28/2023 | APPENDIX: C

APPENDIX D
HISTORICAL TOPOGRAPHIC MAPS

WTM4SPRW Ph I CAR

2879 Flatbush Ave

Brooklyn, NY 11234

Inquiry Number: 7220379.4

January 09, 2023

EDR Historical Topo Map Report

with QuadMatch™



6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

EDR Historical Topo Map Report

01/09/23

Site Name:

WTM4SPRW Ph I CAR
2879 Flatbush Ave
Brooklyn, NY 11234
EDR Inquiry # 7220379.4

Client Name:

WSP USA, Inc
412 Mt. Kemble Ave
Morristown, NJ 07962
Contact: Jonathan Ganz



EDR Topographic Map Library has been searched by EDR and maps covering the target property location as provided by WSP USA, Inc were identified for the years listed below. EDR's Historical Topo Map Report is designed to assist professionals in evaluating potential liability on a target property resulting from past activities. EDR's Historical Topo Map Report includes a search of a collection of public and private color historical topographic maps, dating back to the late 1800s.

Search Results:

Coordinates:

P.O.#	31402661.298 Task 02	Latitude:	40.600114 40° 36' 0" North
Project:	WTM4SPRW Ph I CAR	Longitude:	-73.910039 -73° 54' 36" West
		UTM Zone:	Zone 18 North
		UTM X Meters:	592220.03
		UTM Y Meters:	4494938.34
		Elevation:	6.00' above sea level

Maps Provided:

2019	1900
2016	1898
2013	1897
1995	
1979	
1966	
1955	
1947	

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Topo Sheet Key

This EDR Topo Map Report is based upon the following USGS topographic map sheets.

2019 Source Sheets



Coney Island
2019
7.5-minute, 24000

2016 Source Sheets



Coney Island
2016
7.5-minute, 24000

2013 Source Sheets



Coney Island
2013
7.5-minute, 24000

1995 Source Sheets



Coney Island
1995
7.5-minute, 24000
Aerial Photo Revised 1977

Topo Sheet Key

This EDR Topo Map Report is based upon the following USGS topographic map sheets.

1979 Source Sheets



Coney Island
1979
7.5-minute, 24000
Aerial Photo Revised 1977

1966 Source Sheets



Coney Island
1966
7.5-minute, 24000
Aerial Photo Revised 1954

1955 Source Sheets



Coney Island
1955
7.5-minute, 24000
Aerial Photo Revised 1954

1947 Source Sheets



Coney Island
1947
7.5-minute, 24000
Aerial Photo Revised 1940

Topo Sheet Key

This EDR Topo Map Report is based upon the following USGS topographic map sheets.

1900 Source Sheets



Brooklyn
1900
15-minute, 62500

1898 Source Sheets

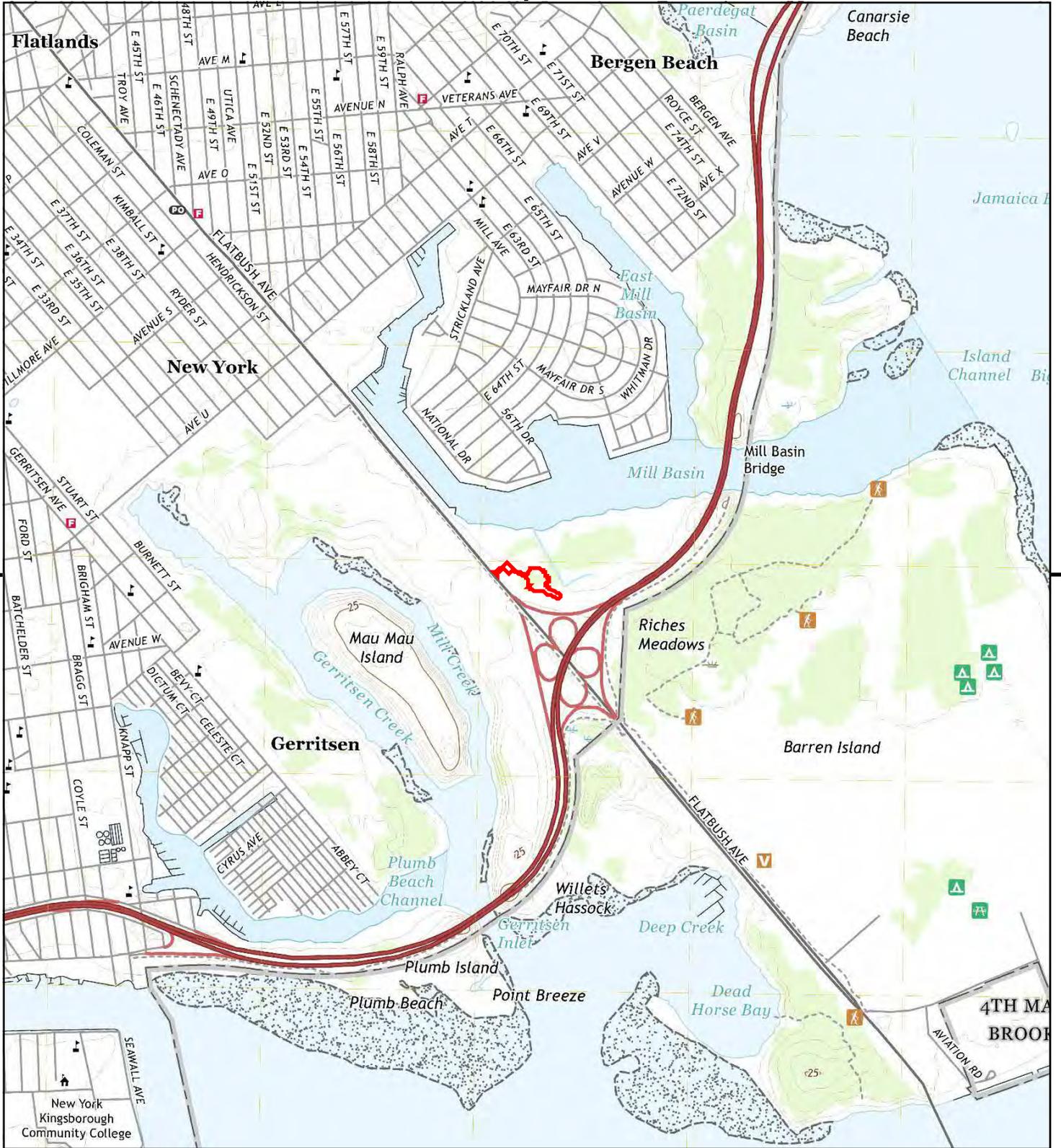


Brooklyn
1898
15-minute, 62500

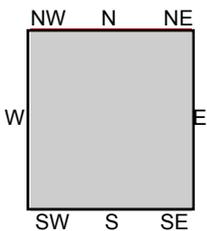
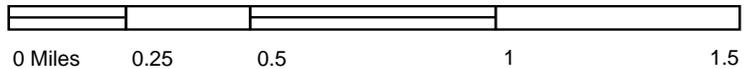
1897 Source Sheets



Brooklyn
1897
15-minute, 62500



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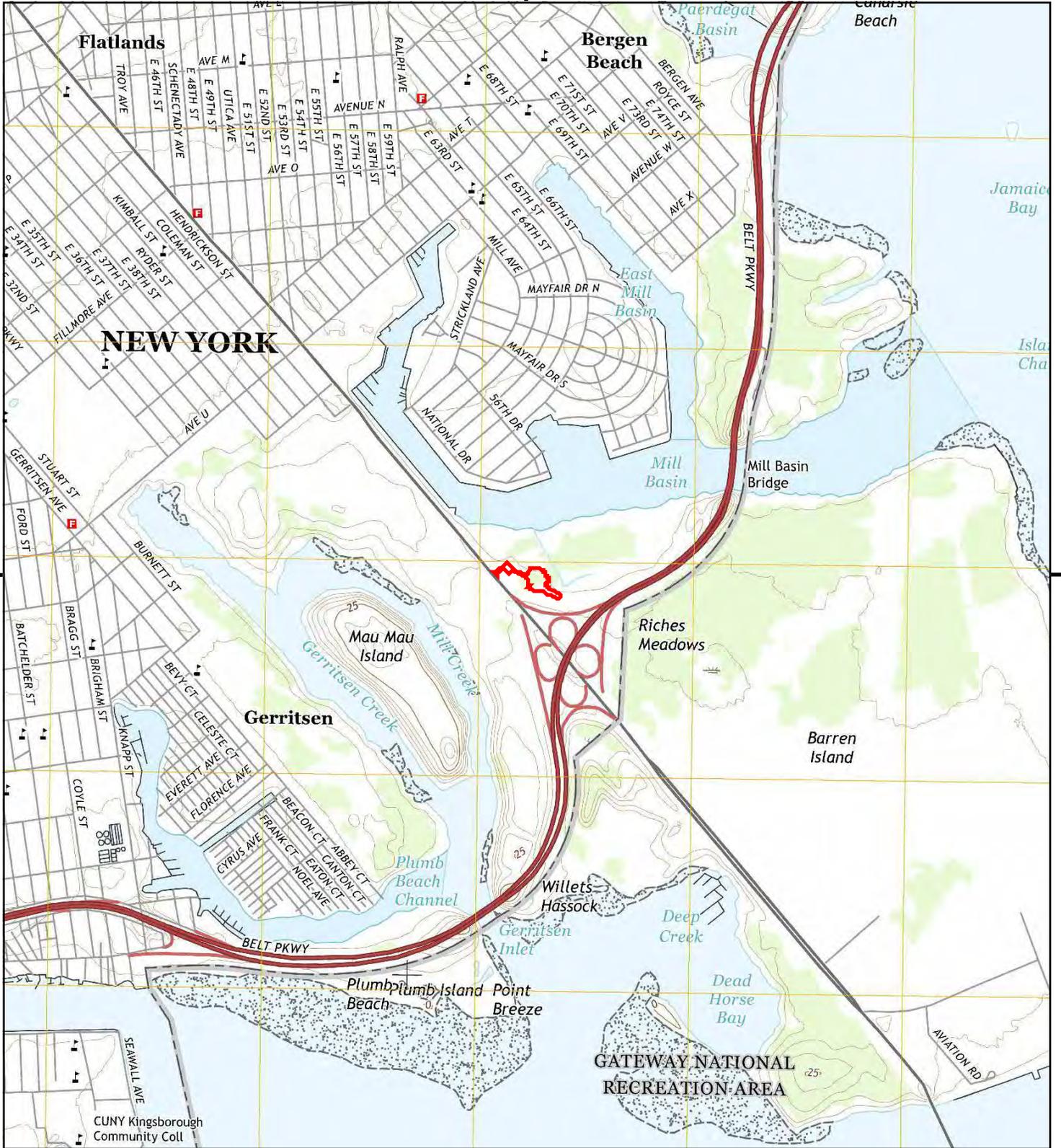


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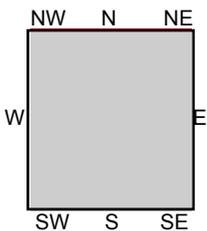
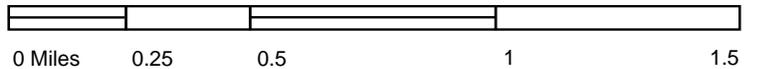
SITE NAME: WTM4SPRW Ph I CAR
 ADDRESS: 2879 Flatbush Ave
 Brooklyn, NY 11234
 CLIENT: WSP USA, Inc

HAZ-93





This report includes information from the following map sheet(s).



TP, Coney Island, 2016, 7.5-minute

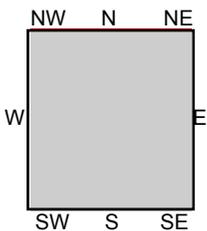
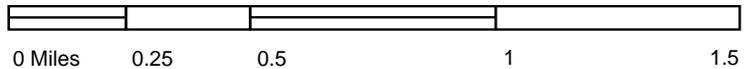
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 ADDRESS: 2879 Flatbush Ave
 Brooklyn, NY 11234
 CLIENT: WSP USA, Inc

HAZ-94





This report includes information from the following map sheet(s).

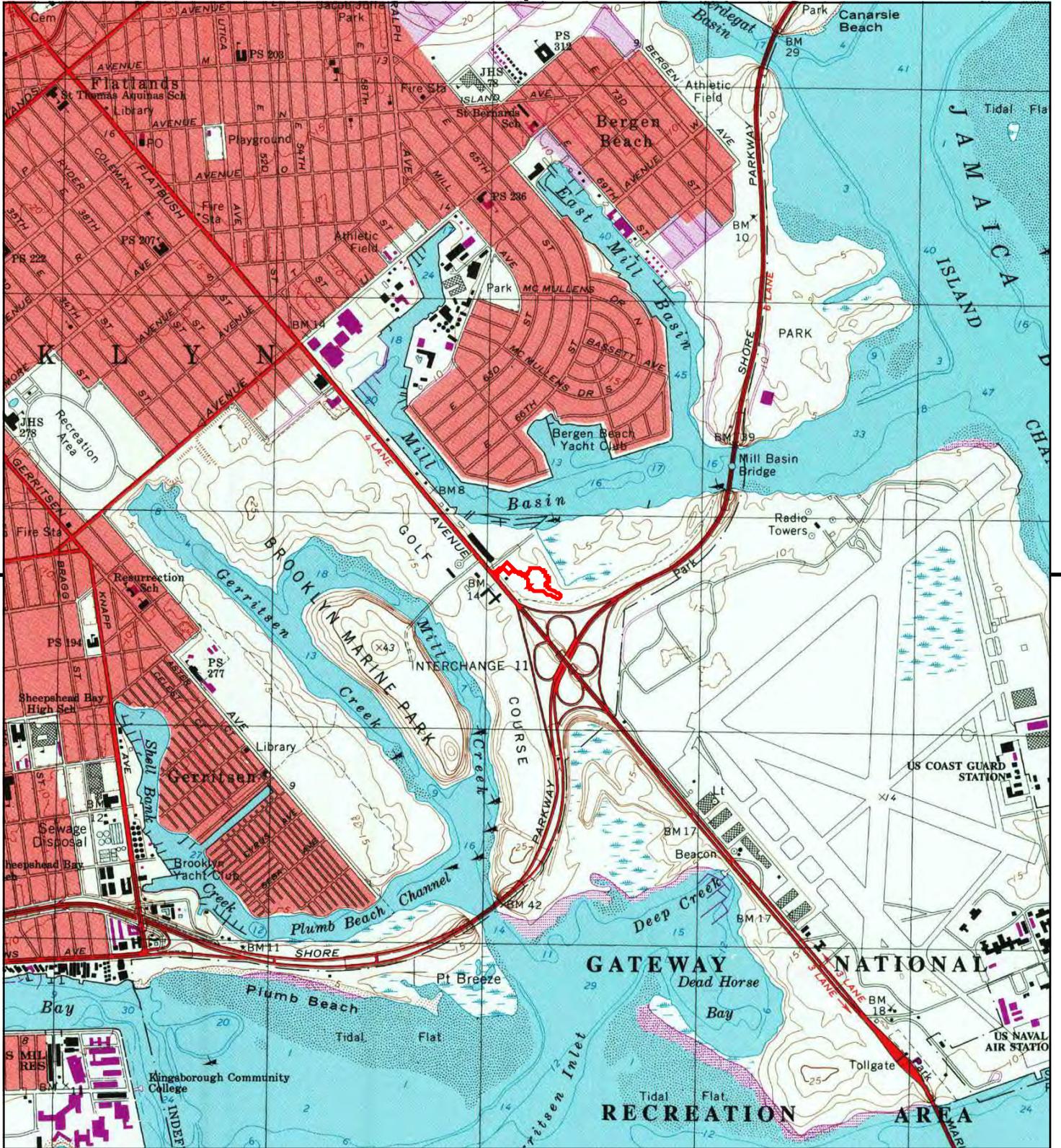


TP, Coney Island, 2013, 7.5-minute

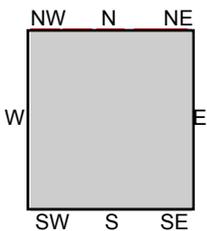
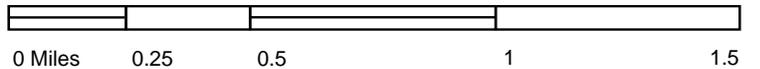
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 ADDRESS: 2879 Flatbush Ave
 Brooklyn, NY 11234
 CLIENT: WSP USA, Inc

HAZ-95





This report includes information from the following map sheet(s).

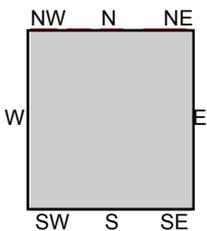
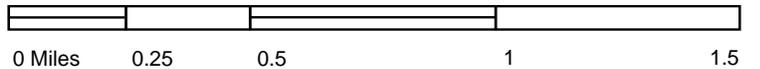


TP, Coney Island, 1995, 7.5-minute

SITE NAME: WTM4SPRW Ph I CAR
 ADDRESS: 2879 Flatbush Ave
 Brooklyn, NY 11234
 CLIENT: WSP USA, Inc



This report includes information from the following map sheet(s).

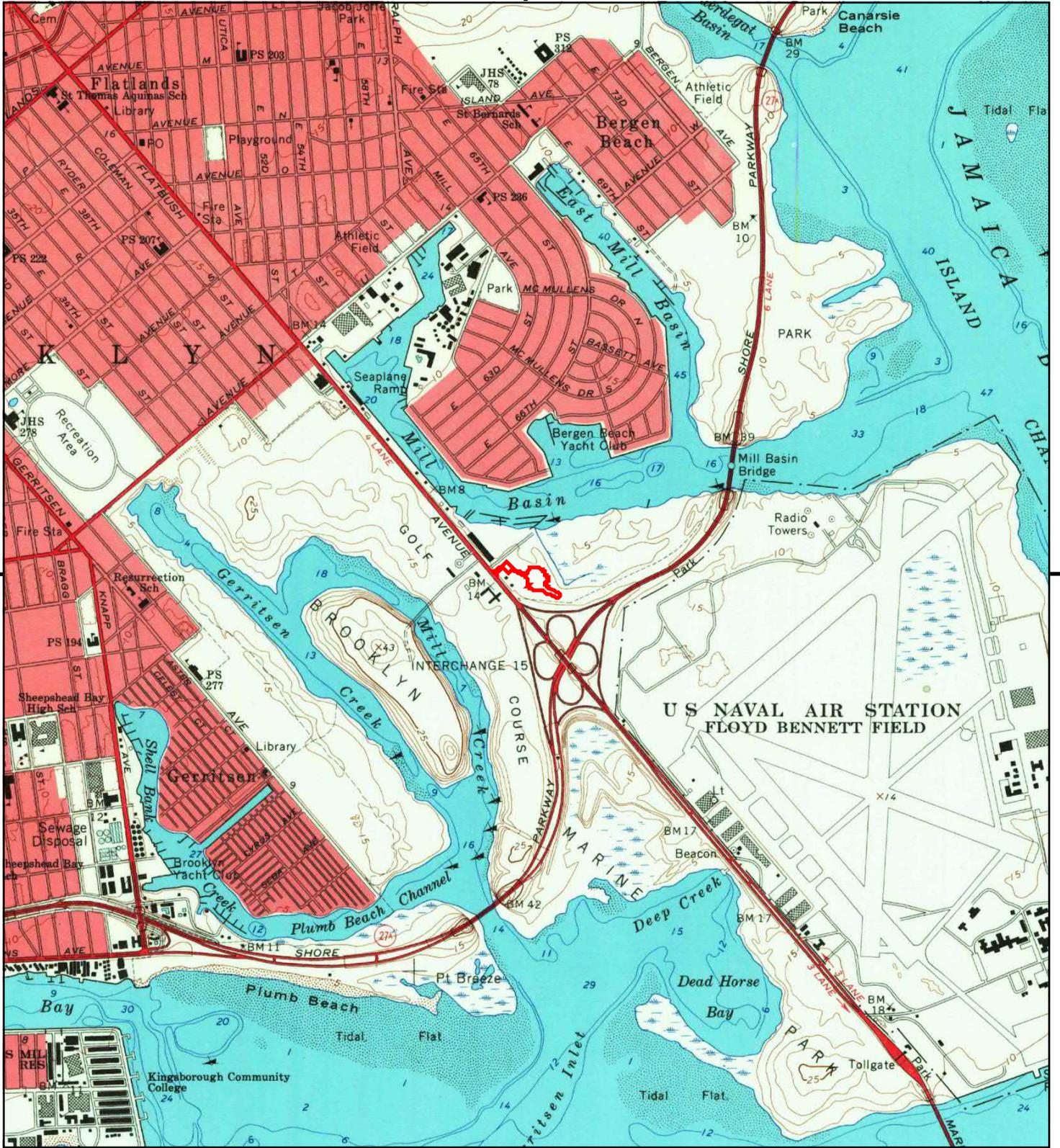


TP, Coney Island, 1979, 7.5-minute

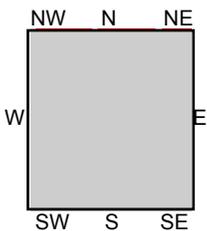
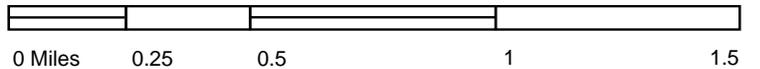
SITE NAME: WTM4SPRW Ph I CAR
 ADDRESS: 2879 Flatbush Ave
 Brooklyn, NY 11234
 CLIENT: WSP USA, Inc

HAZ-97





This report includes information from the following map sheet(s).



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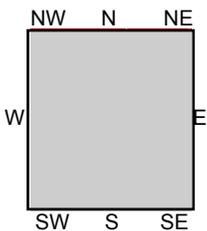
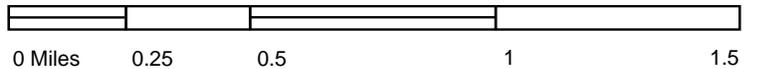
SITE NAME: WTM4SPRW Ph I CAR
 ADDRESS: 2879 Flatbush Ave
 Brooklyn, NY 11234
 CLIENT: WSP USA, Inc

HAZ-98



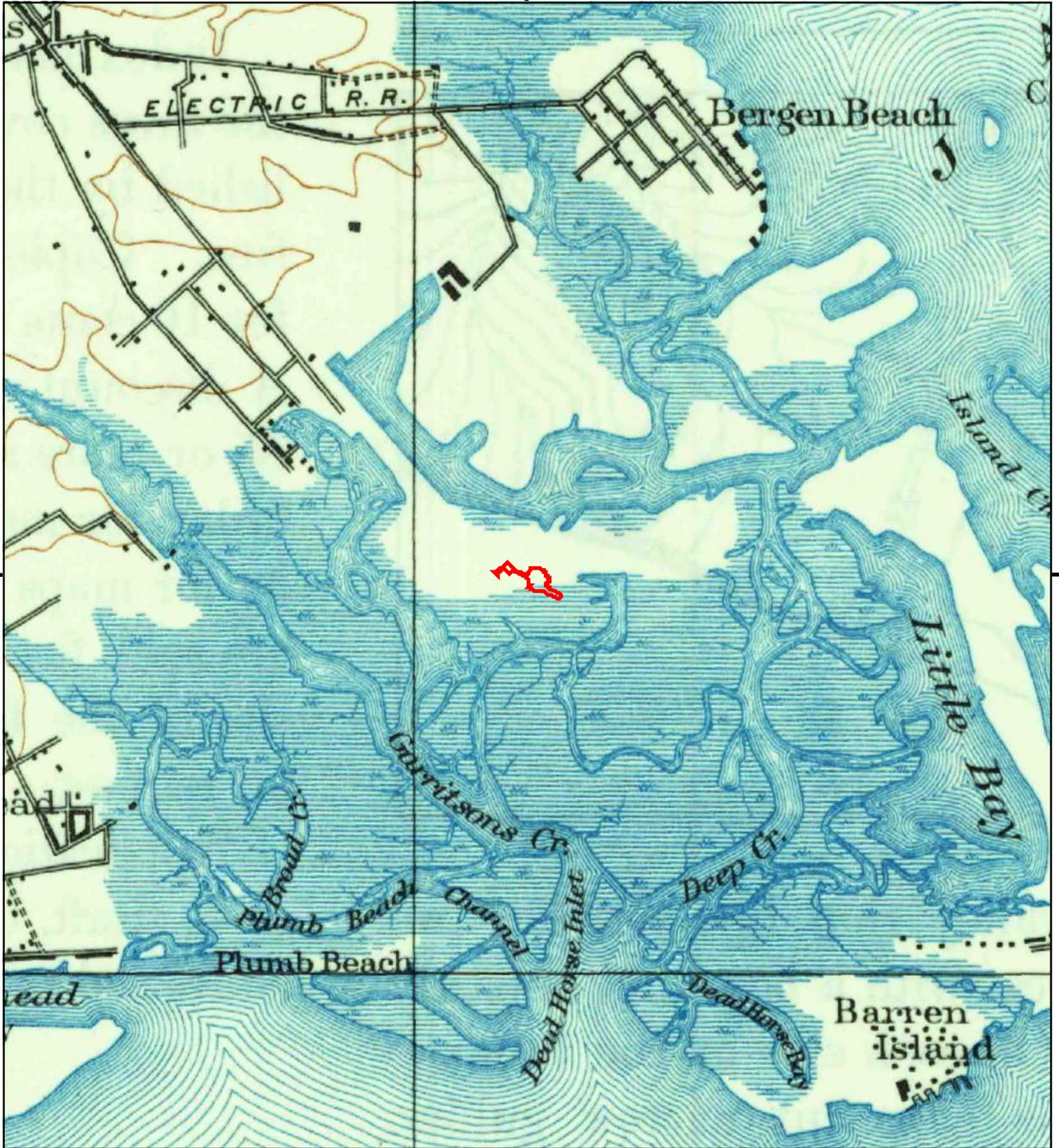


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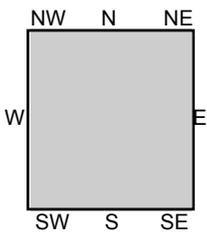
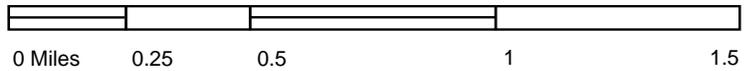


TP, Coney Island, 1947, 7.5-minute

SITE NAME: WTM4SPRW Ph I CAR
 ADDRESS: 2879 Flatbush Ave
 Brooklyn, NY 11234
 CLIENT: WSP USA, Inc

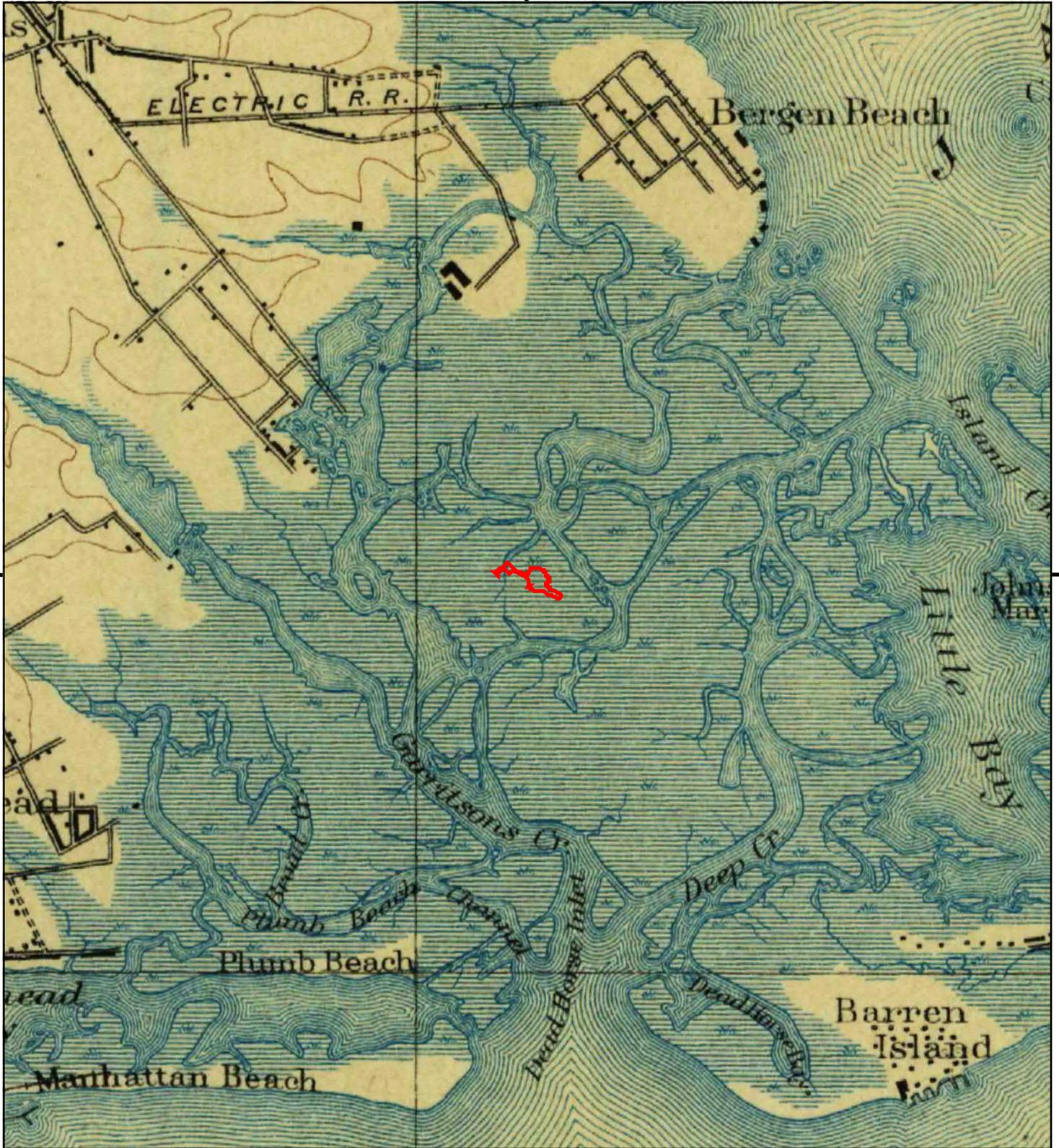


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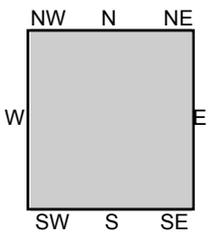
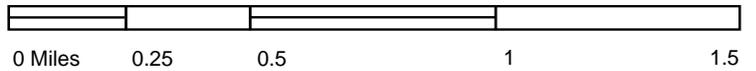


TP, Brooklyn, 1900, 15-minute

SITE NAME: WTM4SPRW Ph I CAR
 ADDRESS: 2879 Flatbush Ave
 Brooklyn, NY 11234
 CLIENT: WSP USA, Inc



This report includes information from the following map sheet(s).

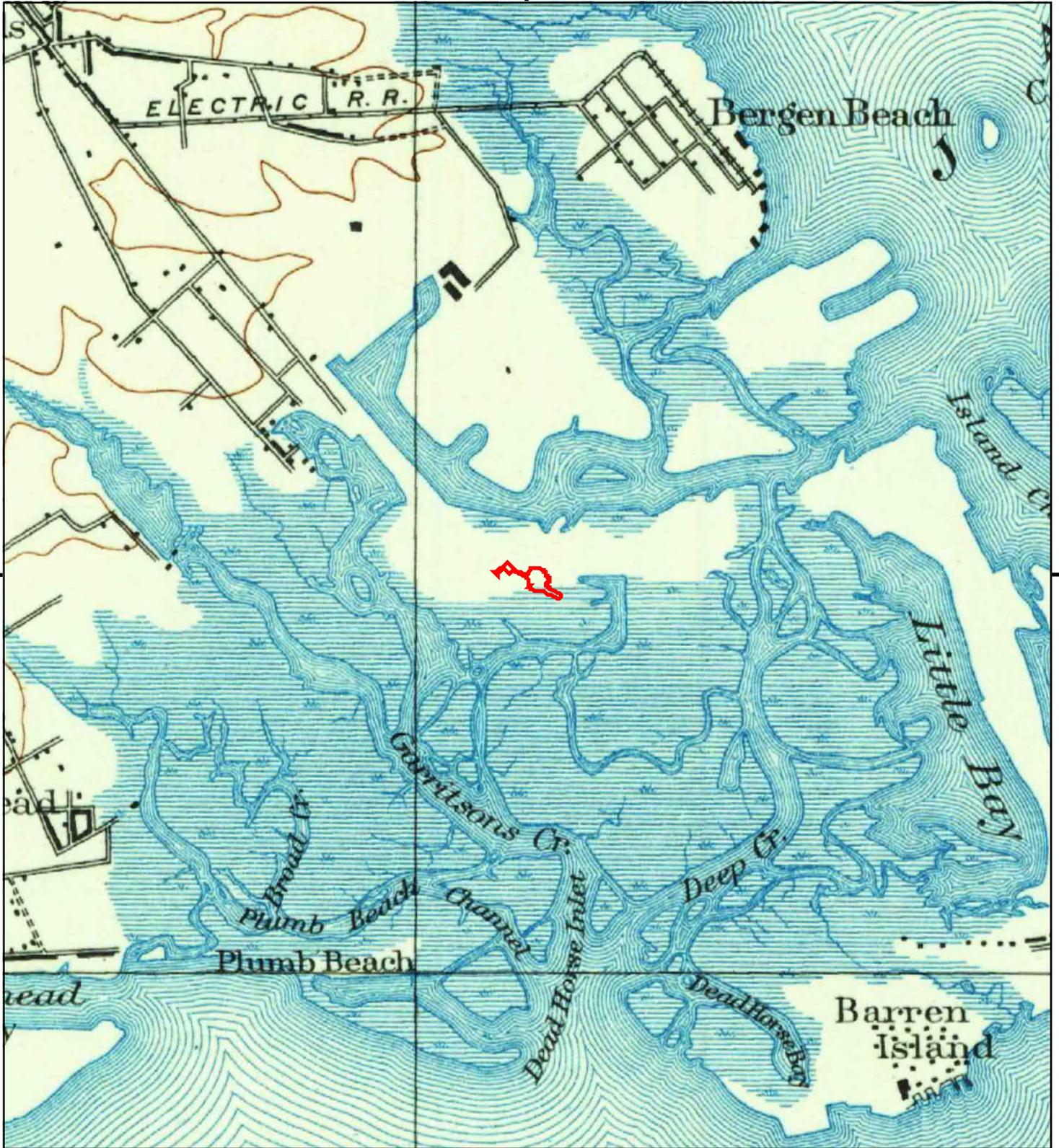


TP, Brooklyn, 1898, 15-minute

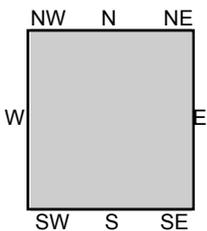
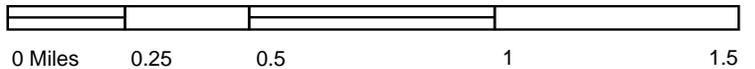
SITE NAME: WTM4SPRW Ph I CAR
 ADDRESS: 2879 Flatbush Ave
 Brooklyn, NY 11234
 CLIENT: WSP USA, Inc

HAZ.-102





This report includes information from the following map sheet(s).



TP, Brooklyn, 1897, 15-minute

SITE NAME: WTM4SPRW Ph I CAR
 ADDRESS: 2879 Flatbush Ave
 Brooklyn, NY 11234
 CLIENT: WSP USA, Inc

APPENDIX E
HISTORICAL AERIAL PHOTOGRAPHS



WTM4SPRW Ph I CAR

2879 Flatbush Ave

Brooklyn, NY 11234

Inquiry Number: 7220379.11

January 09, 2023

The EDR Aerial Photo Decade Package



6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

EDR Aerial Photo Decade Package

01/09/23

Site Name:

WTM4SPRW Ph I CAR
2879 Flatbush Ave
Brooklyn, NY 11234
EDR Inquiry # 7220379.11

Client Name:

WSP USA, Inc
412 Mt. Kemble Ave
Morristown, NJ 07962
Contact: Jonathan Ganz



Environmental Data Resources, Inc. (EDR) Aerial Photo Decade Package is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR's professional researchers provide digitally reproduced historical aerial photographs, and when available, provide one photo per decade.

Search Results:

<u>Year</u>	<u>Scale</u>	<u>Details</u>	<u>Source</u>
2019	1"=500'	Flight Year: 2019	USDA/NAIP
2015	1"=500'	Flight Year: 2015	USDA/NAIP
2011	1"=500'	Flight Year: 2011	USDA/NAIP
2006	1"=500'	Flight Year: 2006	USDA/NAIP
1994	1"=500'	Acquisition Date: April 04, 1994	USGS/DOQQ
1984	1"=500'	Flight Date: March 26, 1984	USDA
1976	1"=500'	Flight Date: October 29, 1976	USGS
1966	1"=500'	Flight Date: February 22, 1966	USGS
1961	1"=500'	Flight Date: April 12, 1961	EDR Proprietary Aerial Viewpoint
1954	1"=500'	Flight Date: January 04, 1954	USGS
1951	1"=500'	Flight Date: April 21, 1951	EDR Proprietary Aerial Viewpoint
1924	1"=500'	Flight Date: July 01, 1924	FAIR

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INQUIRY # 7220379.11

YEAR: 2019

— = 500'



HAZ.-107



INQUIRY # 7220379.11

YEAR: 2015

— = 500'



HAZ.-108



INQUIRY # 7220379.11

YEAR: 2011

— = 500'



HAZ.-109



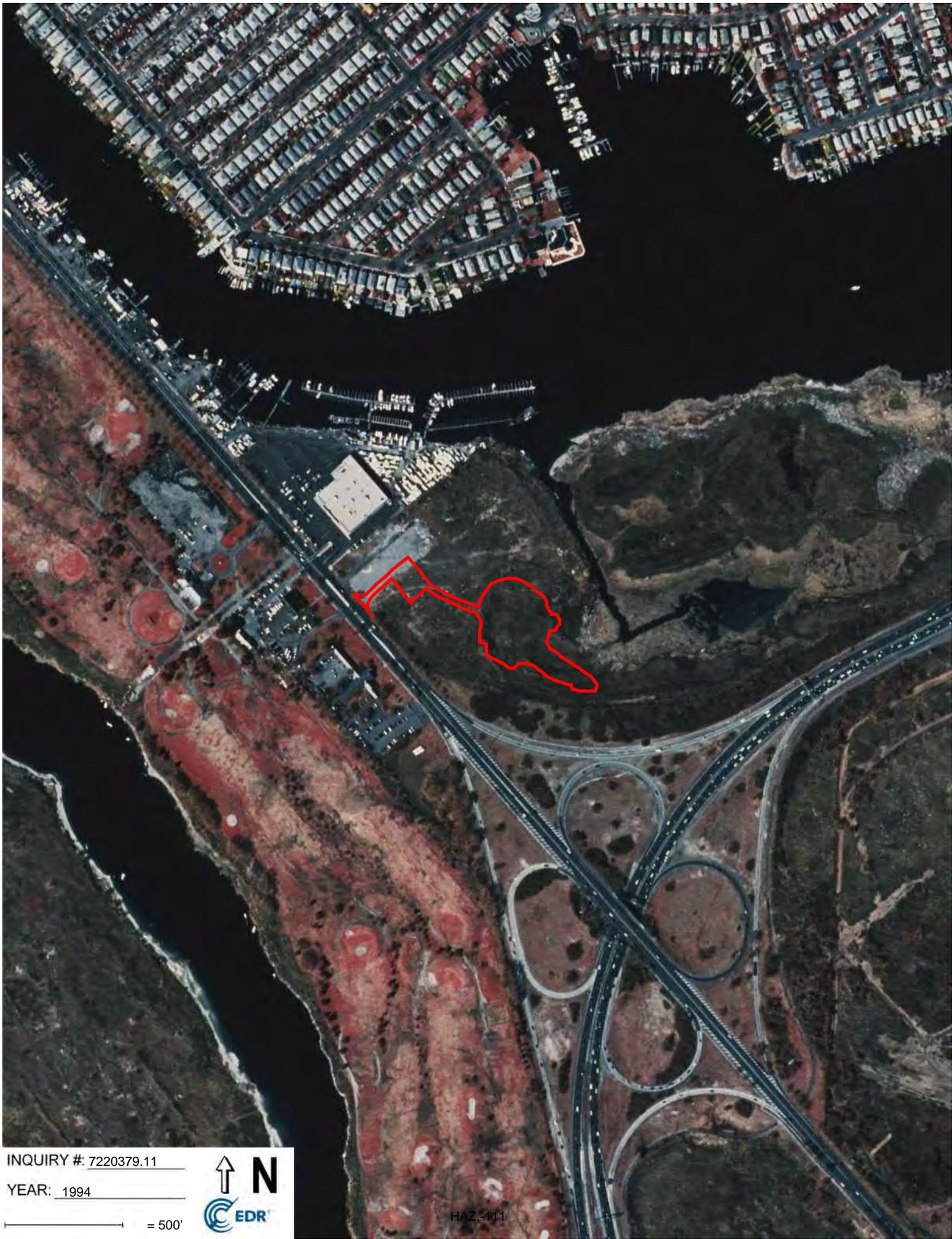
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YEAR: 2006

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HAZ-110



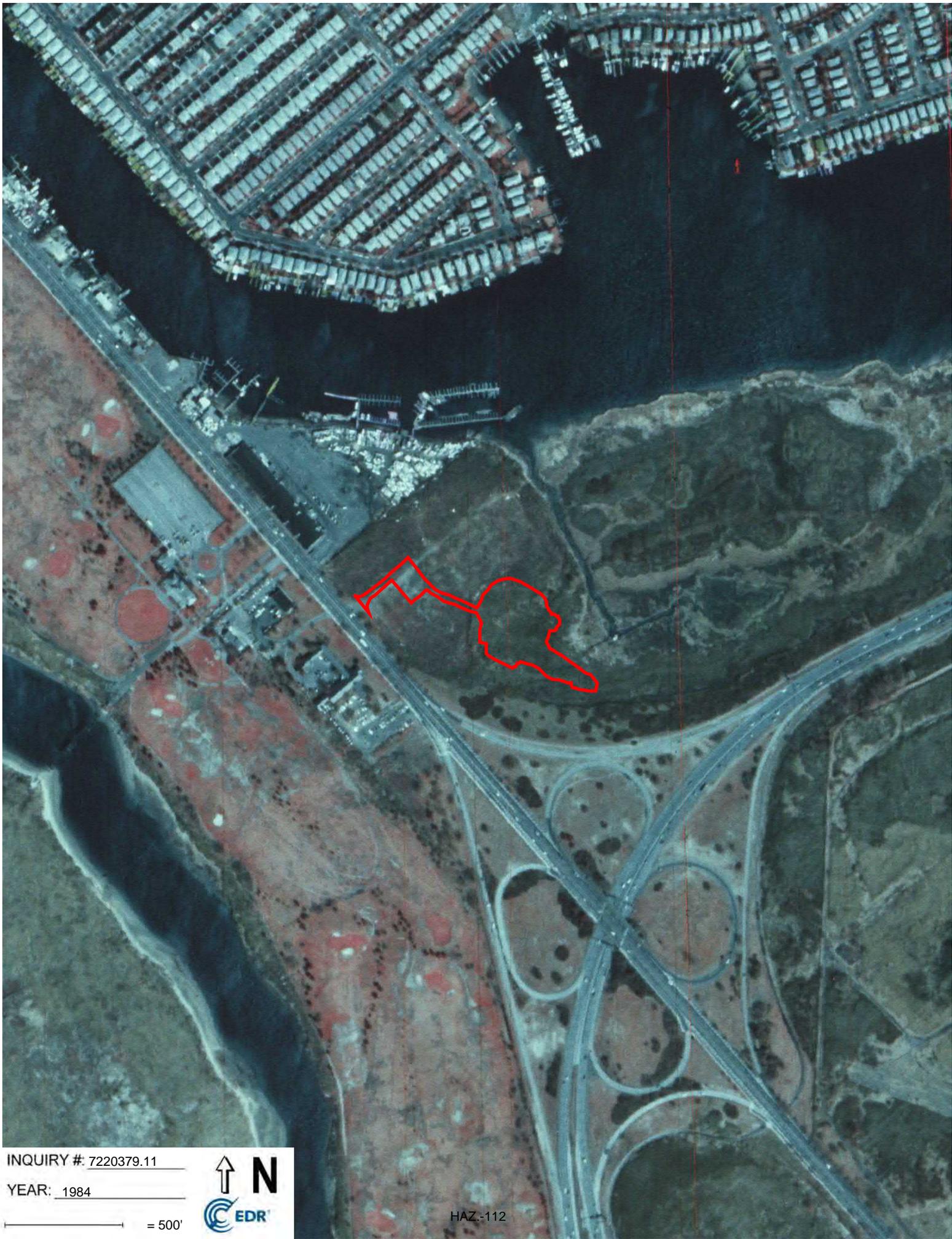
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HAZ-111



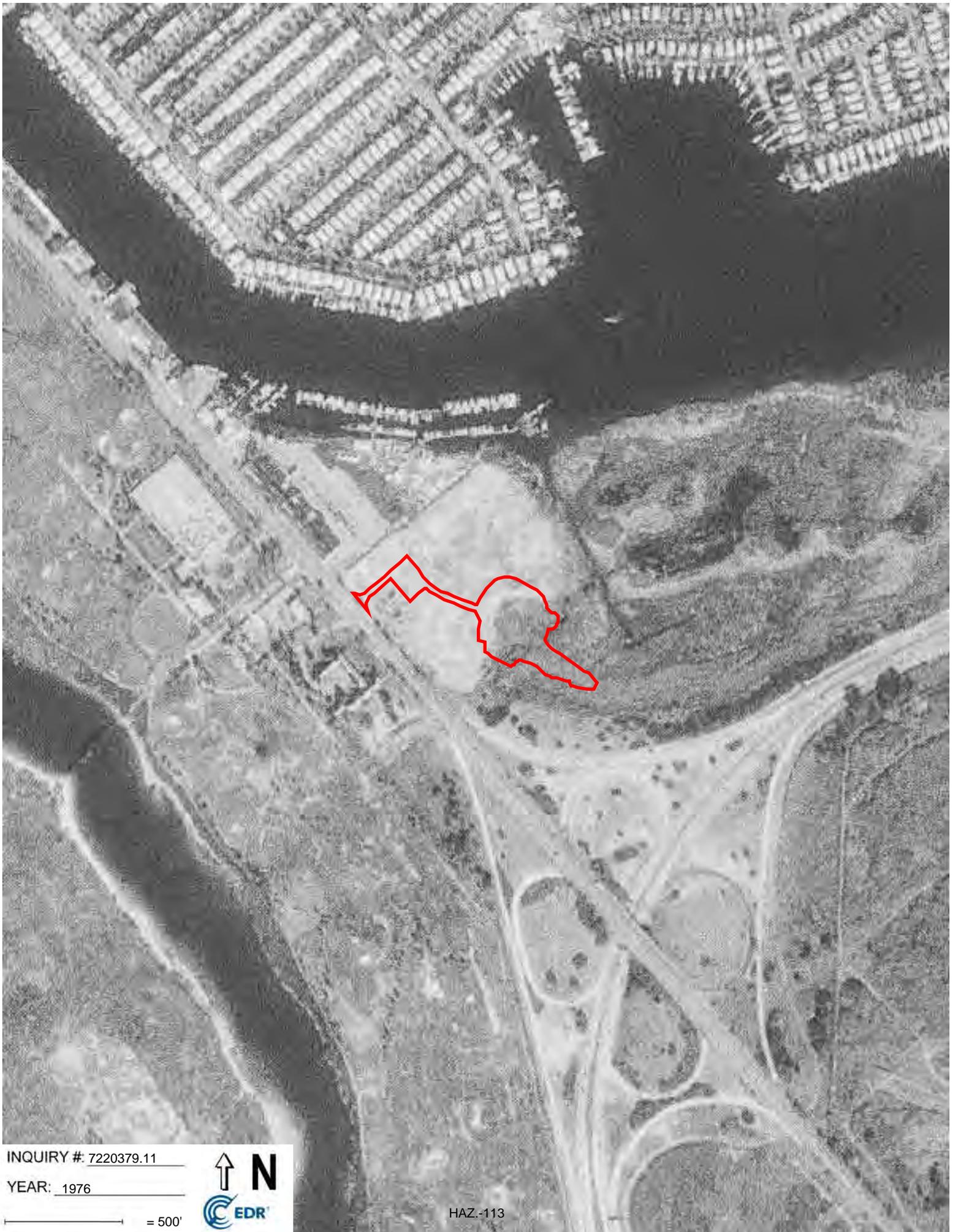
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HAZ-112



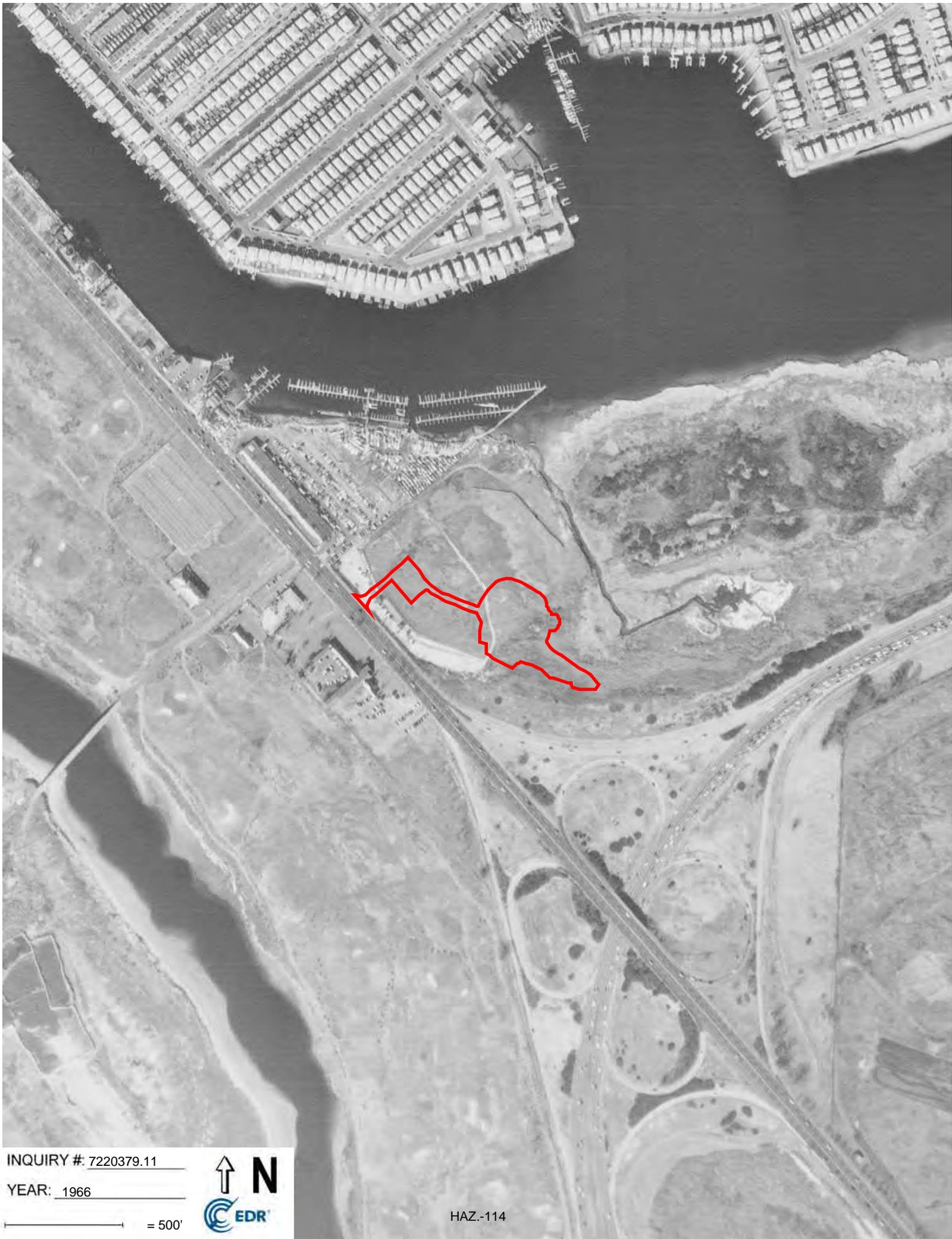
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HAZ-113



INQUIRY # 7220379.11

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HAZ-114



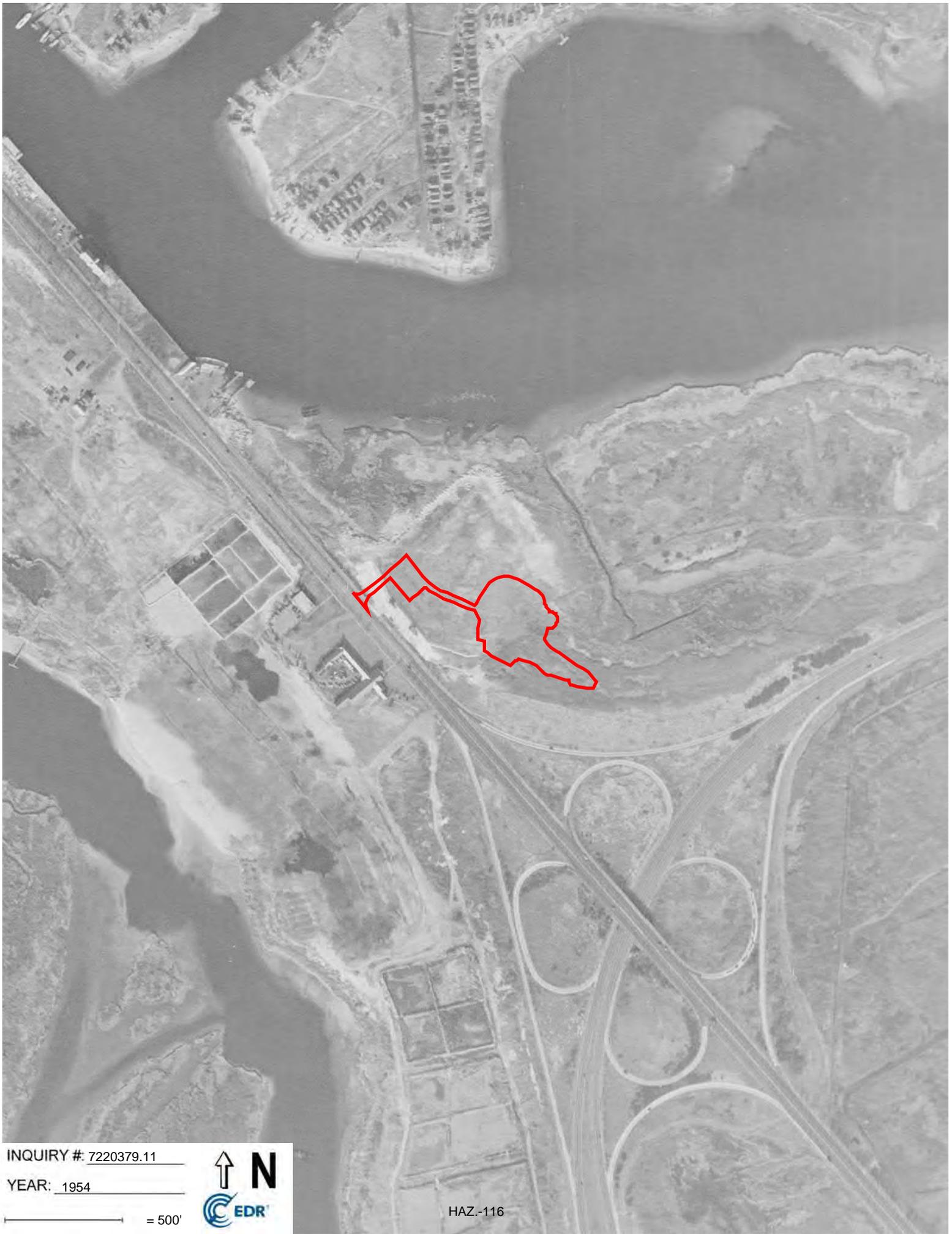
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HAZ-115



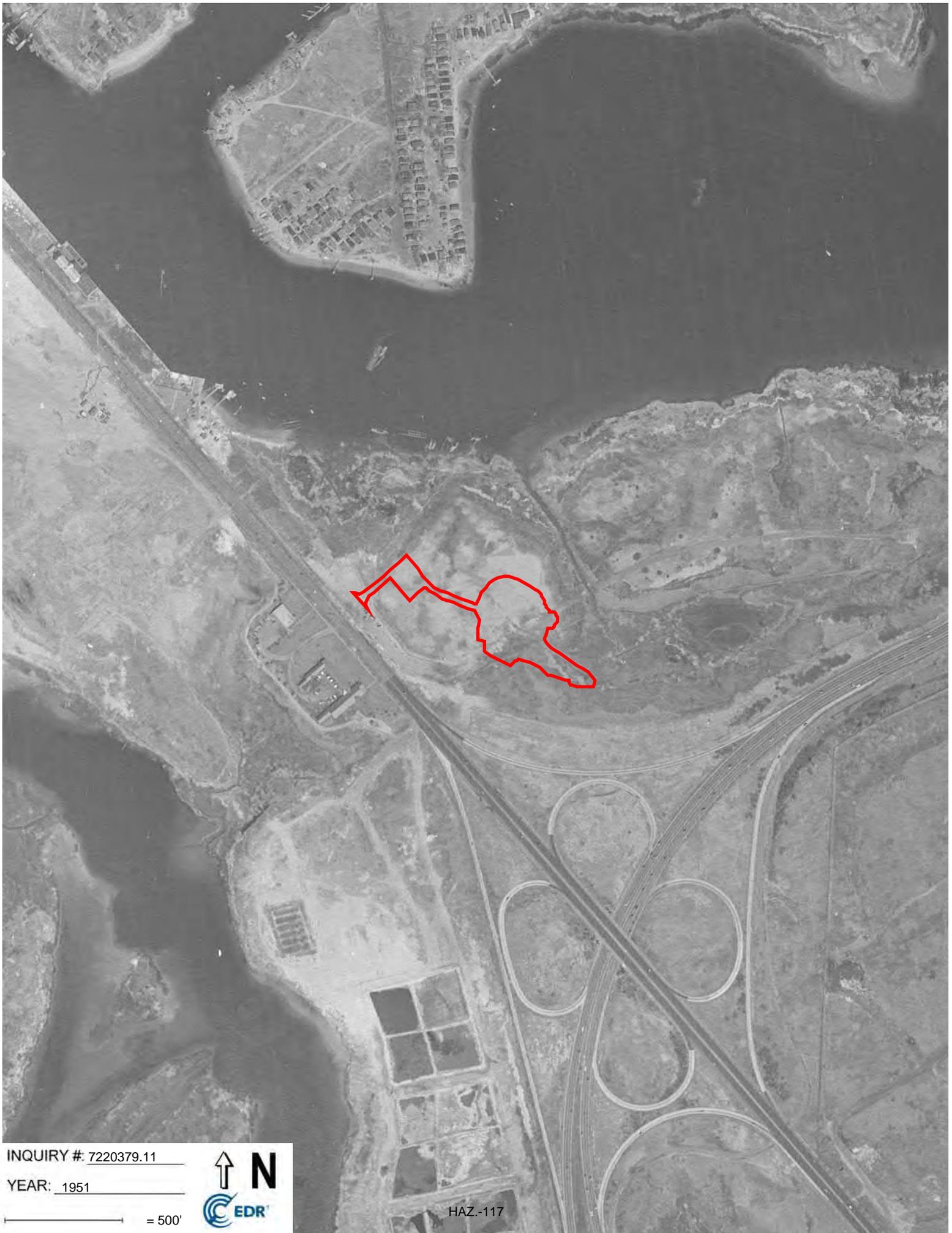
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YEAR: 1954

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HAZ-116



INQUIRY # 7220379.11

YEAR: 1951

— = 500'



HAZ.-117



INQUIRY # 7220379.11

YEAR: 1924

— = 500'



29 B
HAZ.-118

APPENDIX F
SANBORN FIRE INSURANCE MAPS

WTM4SPRW Ph I CAR

2879 Flatbush Ave

Brooklyn, NY 11234

Inquiry Number: 7220379.3

January 11, 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

01/11/23

Site Name:

WTM4SPRW Ph I CAR
2879 Flatbush Ave
Brooklyn, NY 11234
EDR Inquiry # 7220379.3

Client Name:

WSP USA, Inc
412 Mt. Kemble Ave
Morristown, NJ 07962
Contact: Jonathan Ganz



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Certified Sanborn Results:

Certification # 8F2A-4CD0-8AA6
PO # 31402661.298 Task 02
Project WTM4SPRW Ph I CAR

Maps Provided:

2007	1995	1977
2006	1993	1968
2005	1992	1950
2004	1991	1930
2003	1989	
2002	1986	
2001	1982	
1996	1981	



Sanborn® Library search results

Certification #: 8F2A-4CD0-8AA6

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- Library of Congress
- University Publications of America
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The Sanborn Library LLC Since 1866™

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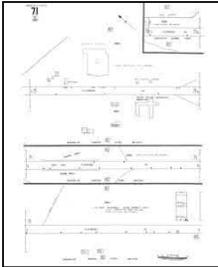
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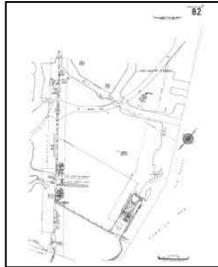
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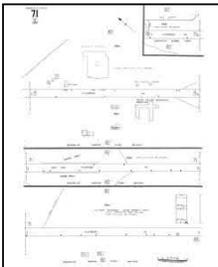


Volume 19, Sheet 71
2007

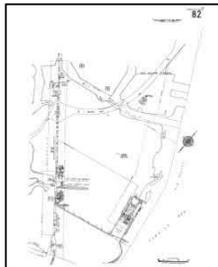


Volume 19, Sheet 82
2007

2006 Source Sheets

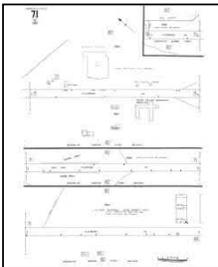


Volume 19, Sheet 71
2006

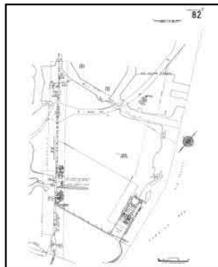


Volume 19, Sheet 82
2006

2005 Source Sheets

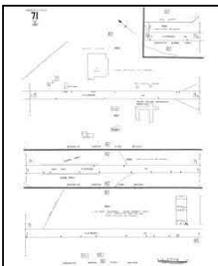


Volume 19, Sheet 71
2005

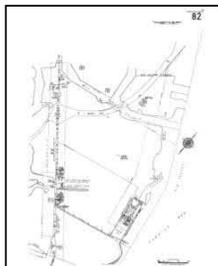


Volume 19, Sheet 82
2005

2004 Source Sheets



Volume 19, Sheet 71
2004



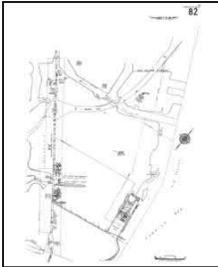
Volume 19, Sheet 82
2004

Sanborn Sheet Key

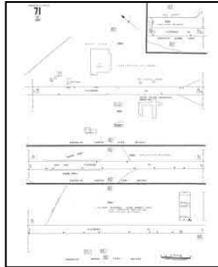
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2003 Source Sheets

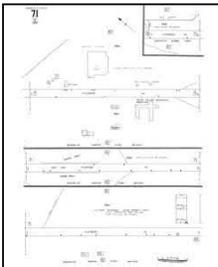


Volume 19, Sheet 82
2003

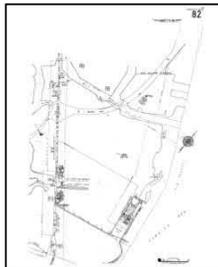


Volume 19, Sheet 71
2003

2002 Source Sheets

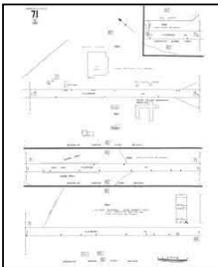


Volume 19, Sheet 71
2002

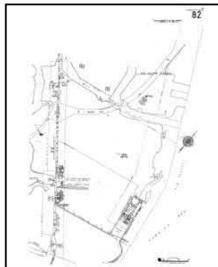


Volume 19, Sheet 82
2002

2001 Source Sheets



Volume 19, Sheet 71
2001



Volume 19, Sheet 82
2001

1996 Source Sheets



Volume 19, Sheet 82
1996

Sanborn Sheet Key

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1995 Source Sheets

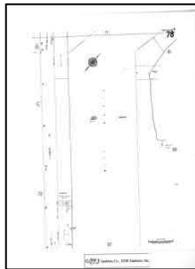


Volume 19, Sheet 82
1995

1993 Source Sheets



Volume 19, Sheet 82
1993



Volume 19, Sheet 78
1993

1992 Source Sheets



Volume 19, Sheet 82
1992

1991 Source Sheets



Volume 19, Sheet 82
1991

Sanborn Sheet Key

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1989 Source Sheets



Volume 19, Sheet 82
1989

1986 Source Sheets



Volume 19, Sheet 82
1986

1982 Source Sheets



Volume 19, Sheet 82
1982

1981 Source Sheets



Volume 19, Sheet 82
1981

Sanborn Sheet Key

This Certified Sanborn Map Report is based upon the following Sanborn Fire Insurance map sheets.



1977 Source Sheets



Volume 19, Sheet 82
1977

1968 Source Sheets



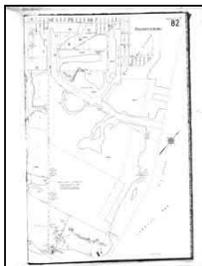
Volume 19, Sheet 82
1968

1950 Source Sheets



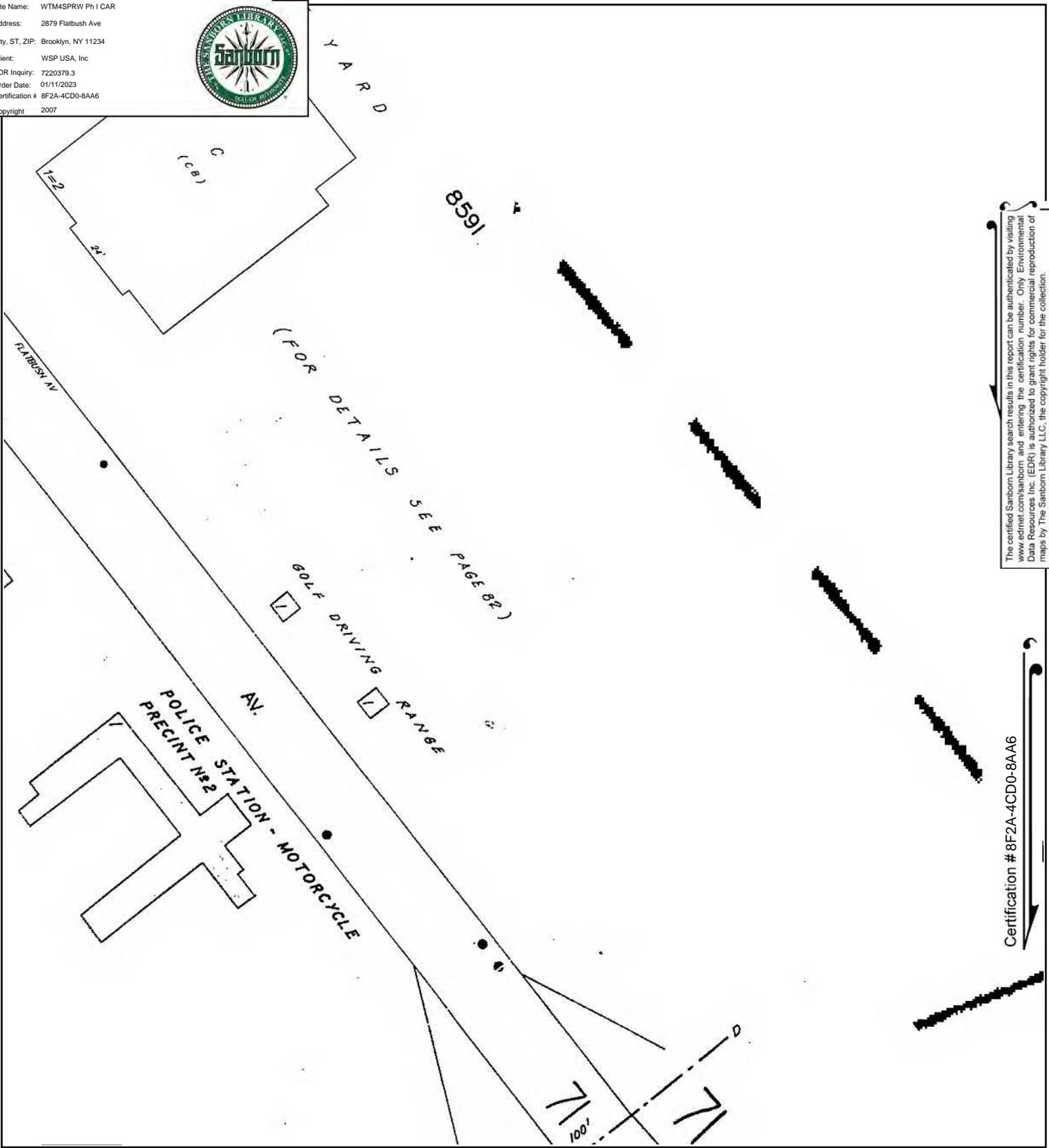
Volume 19, Sheet 82
1950

1930 Source Sheets



Volume 19, Sheet 82
1930

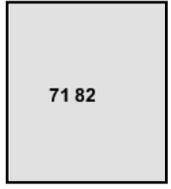
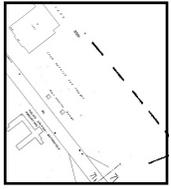
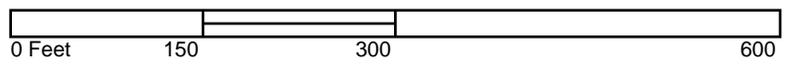
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 City, ST, ZIP: Brooklyn, NY 11234
 Client: WSP USA, Inc
 EDR Inquiry: 7220379.3
 Order Date: 01/11/2023
 Certification # 8F2A-4CD0-8AA6
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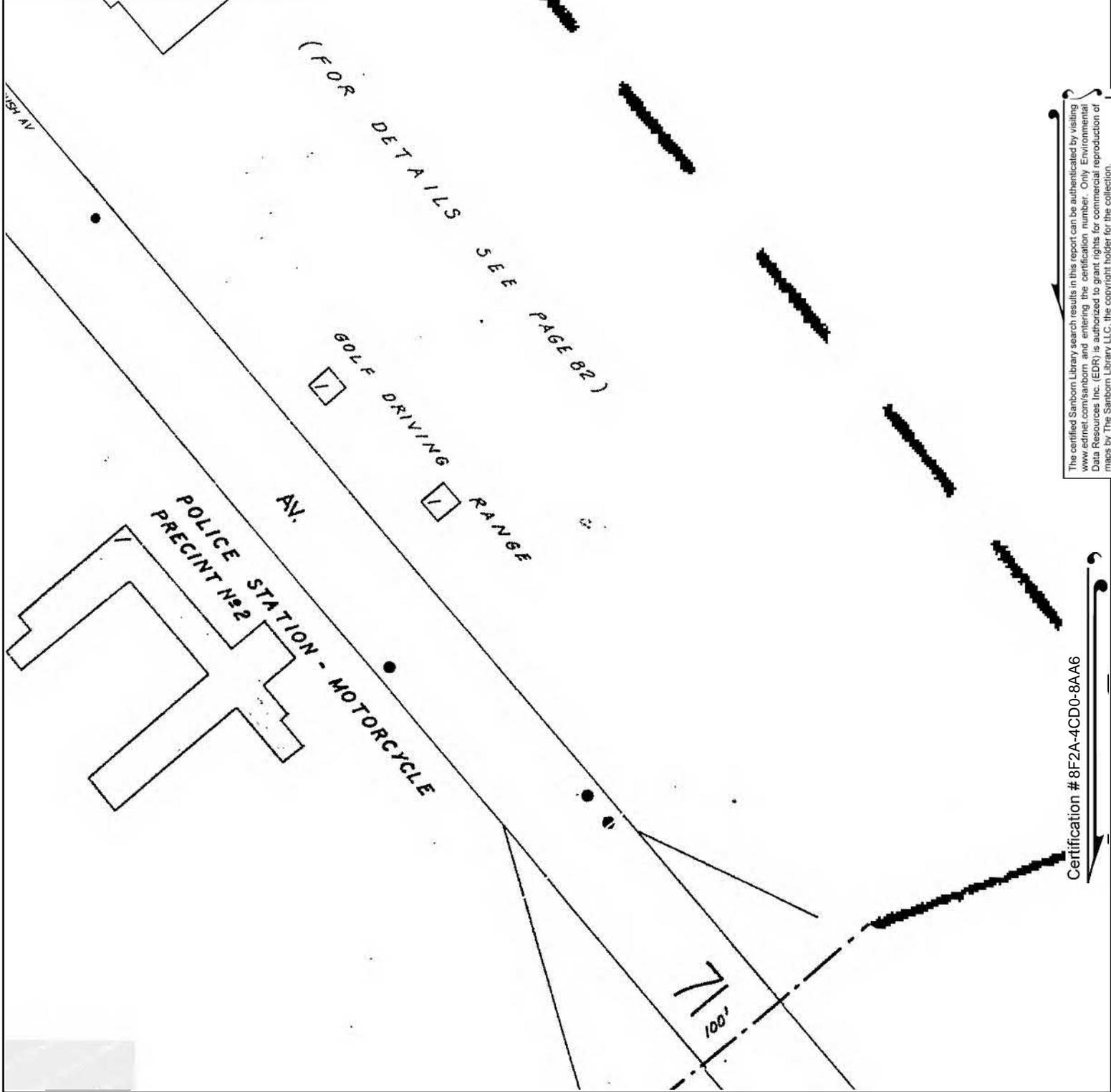
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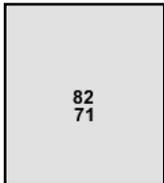
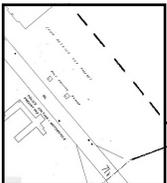
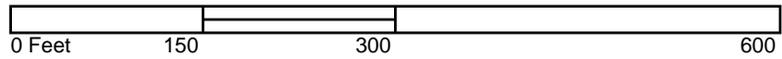
Volume 19, Sheet 82
 Volume 19, Sheet 71



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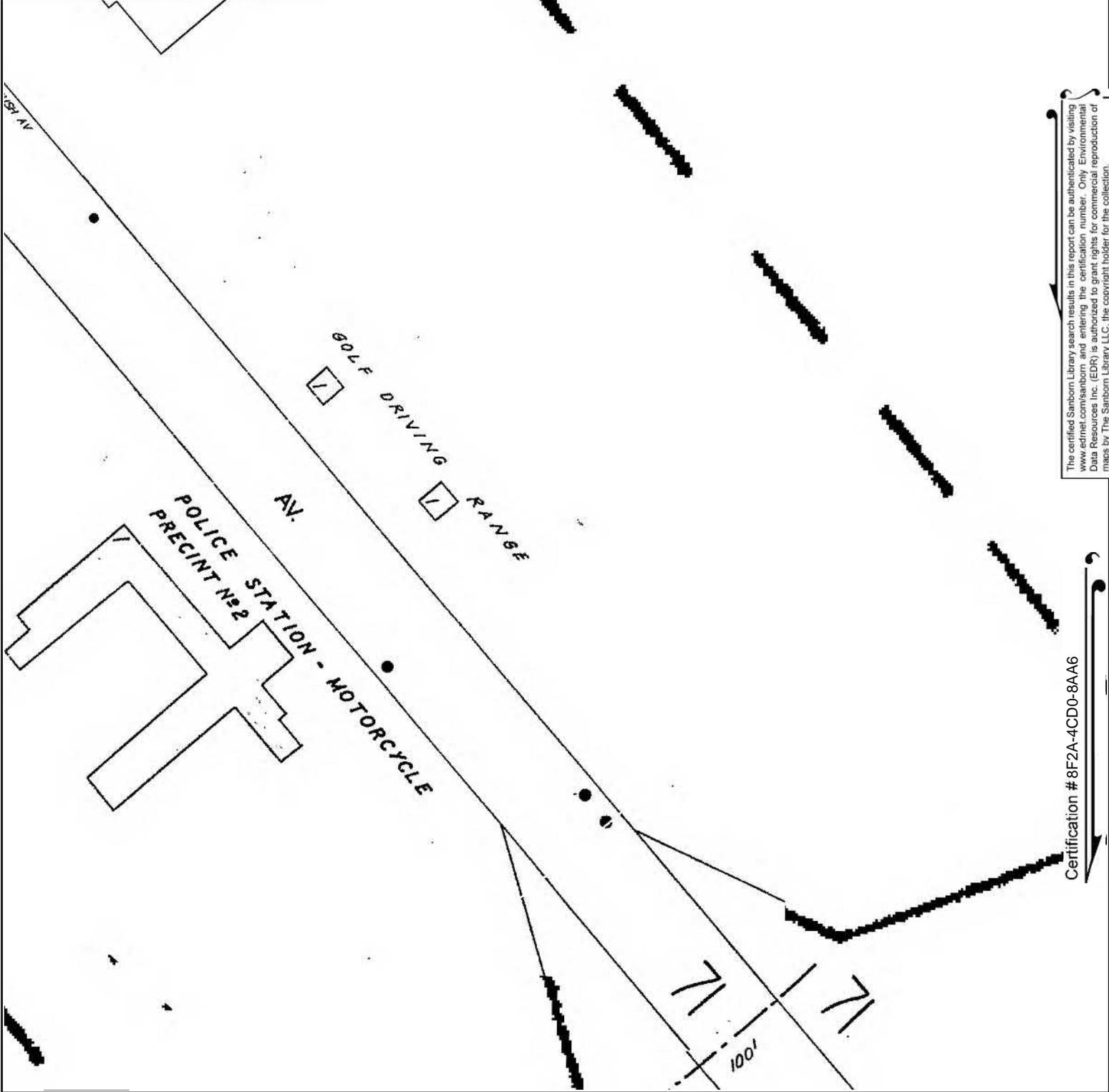


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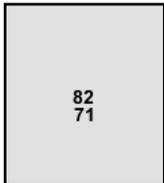
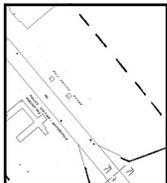
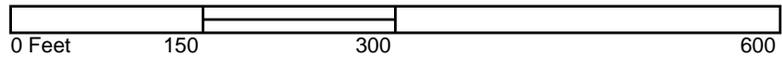
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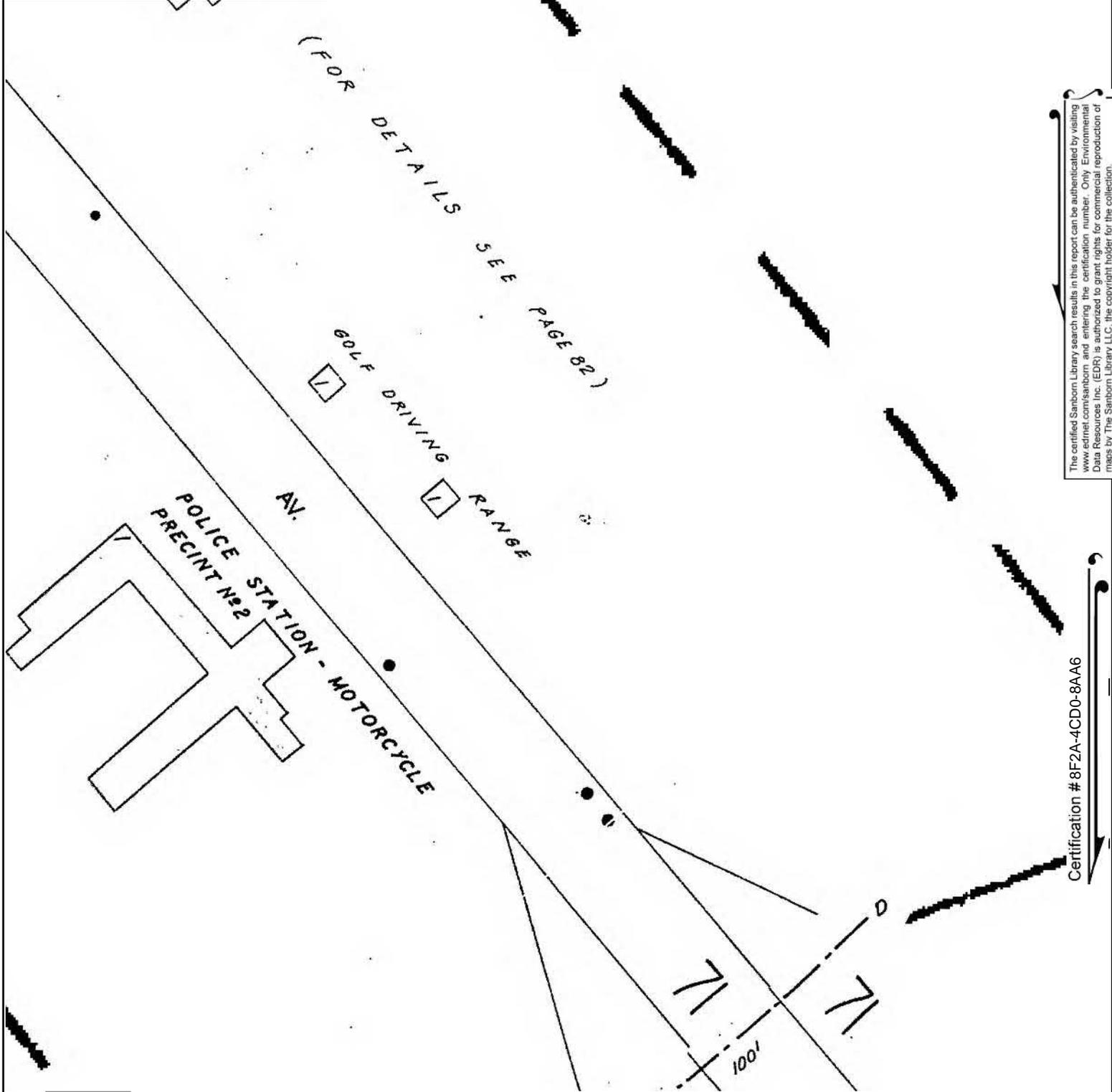
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Volume 19, Sheet 71



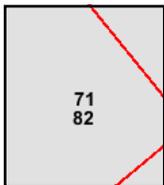
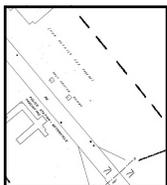
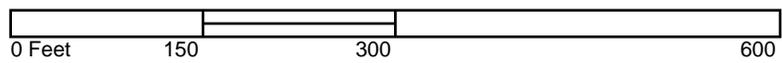
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City, ST, ZIP: Brooklyn, NY 11234
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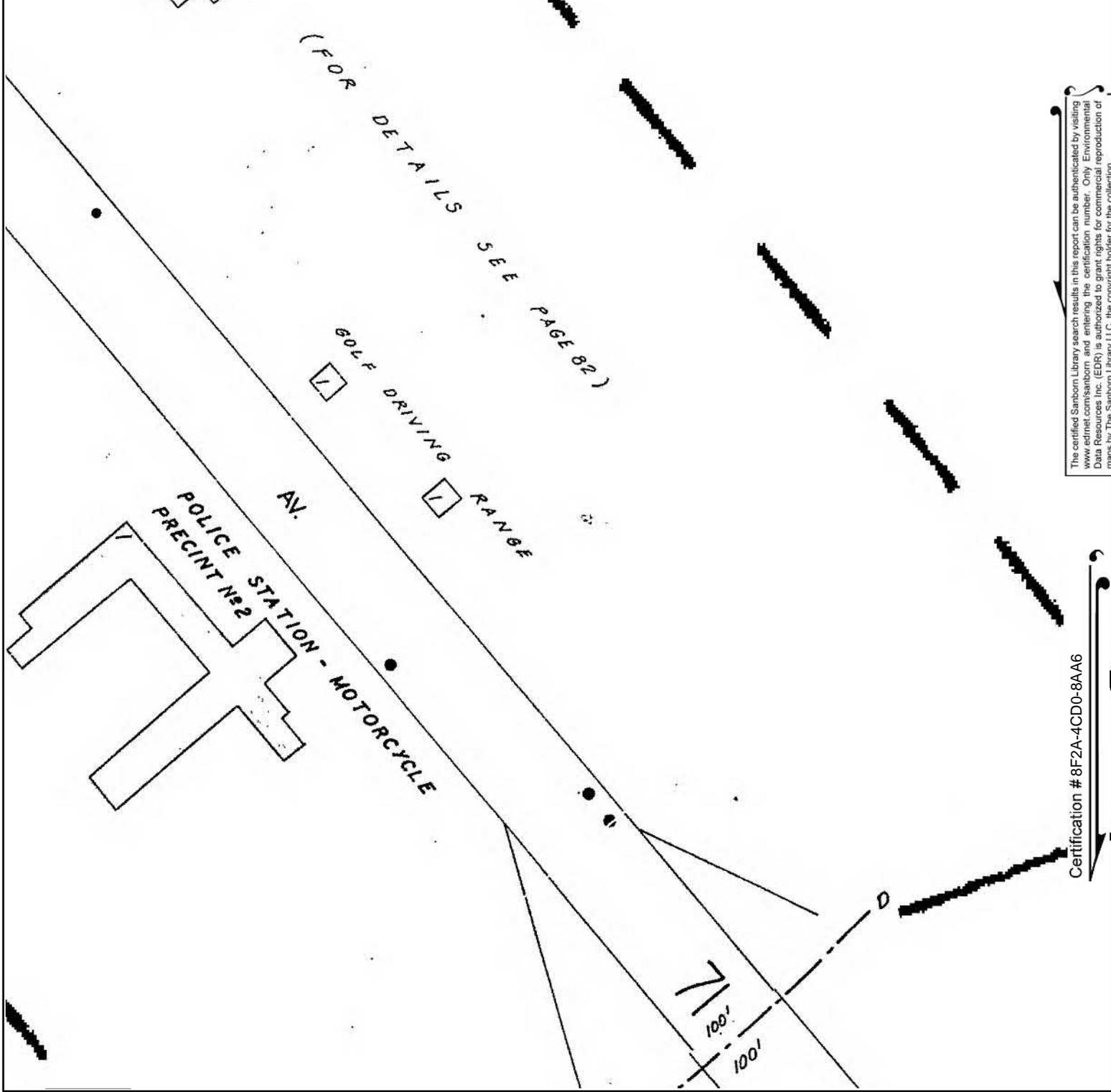
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Site Name: WTM4SPRW Ph I CAR
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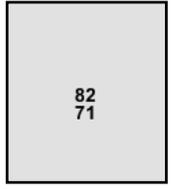
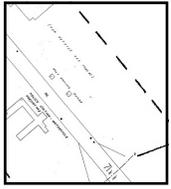
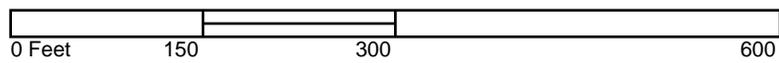


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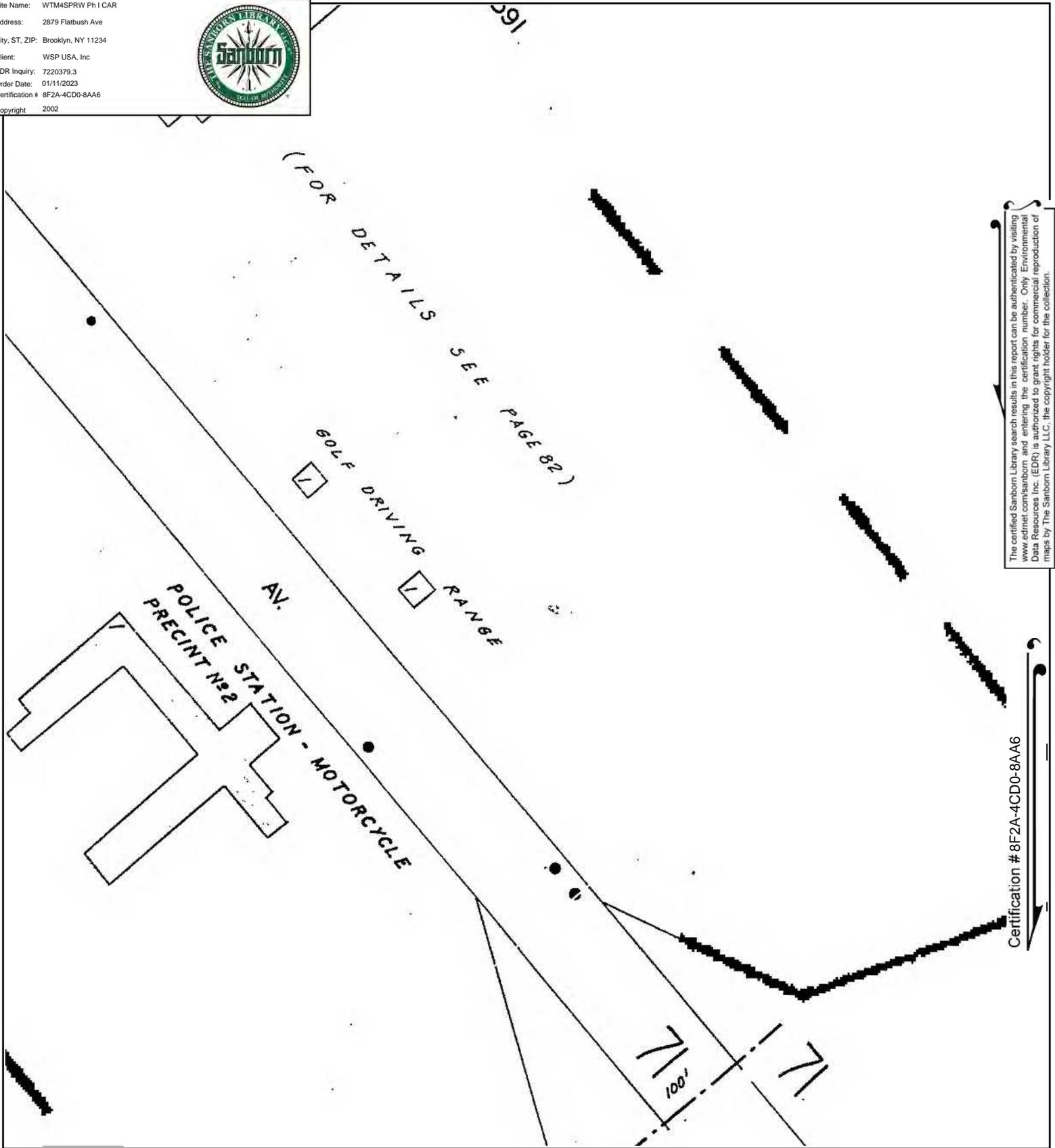
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Volume 19, Sheet 82



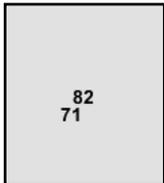
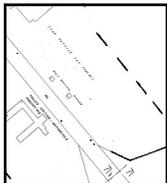
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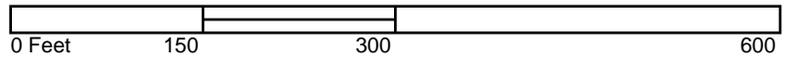
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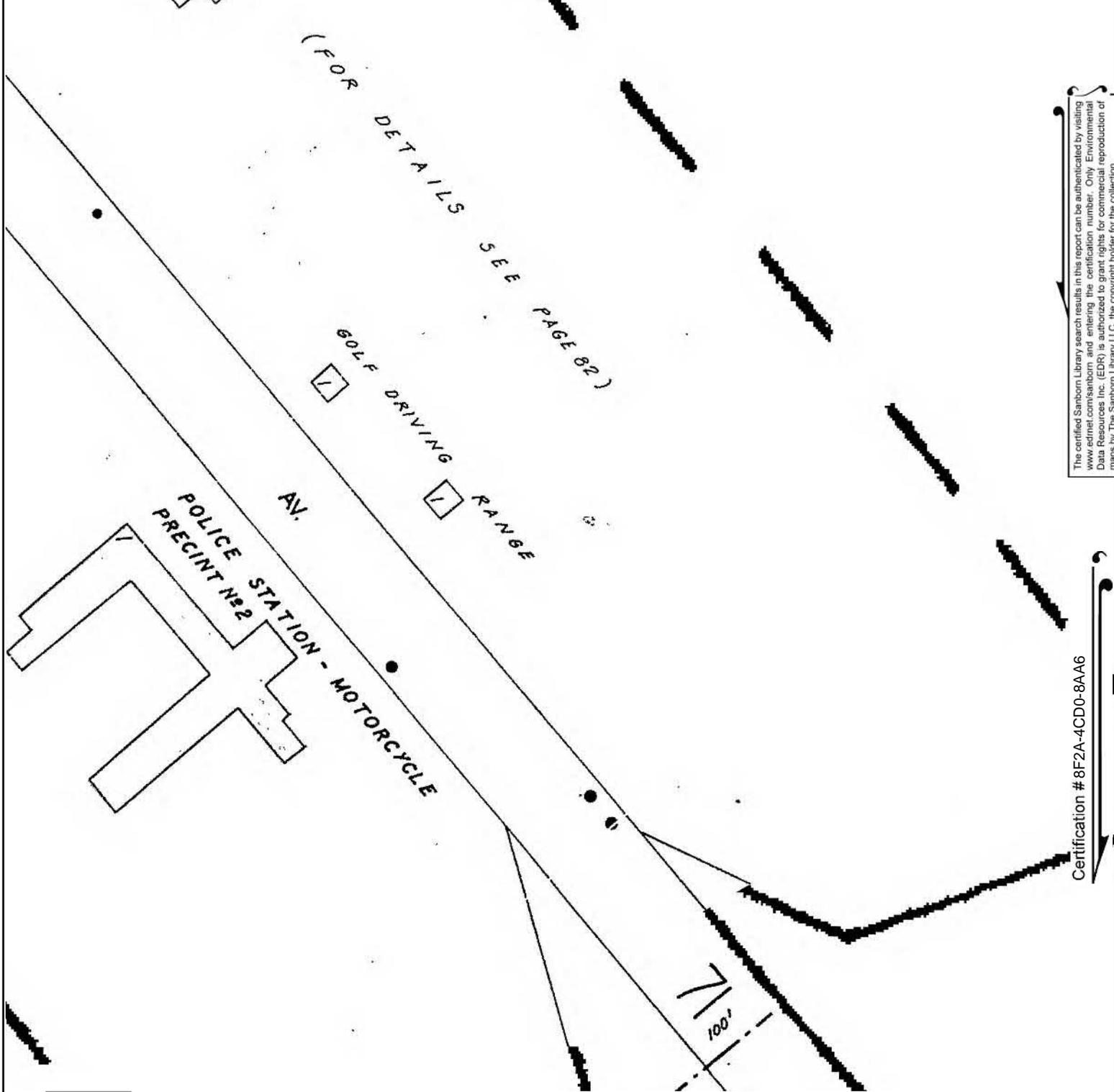
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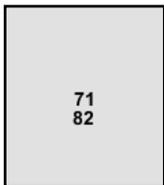
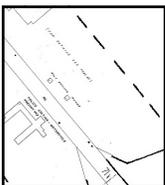
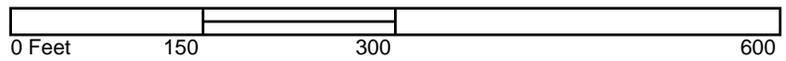
Volume 19, Sheet 82
Volume 19, Sheet 71



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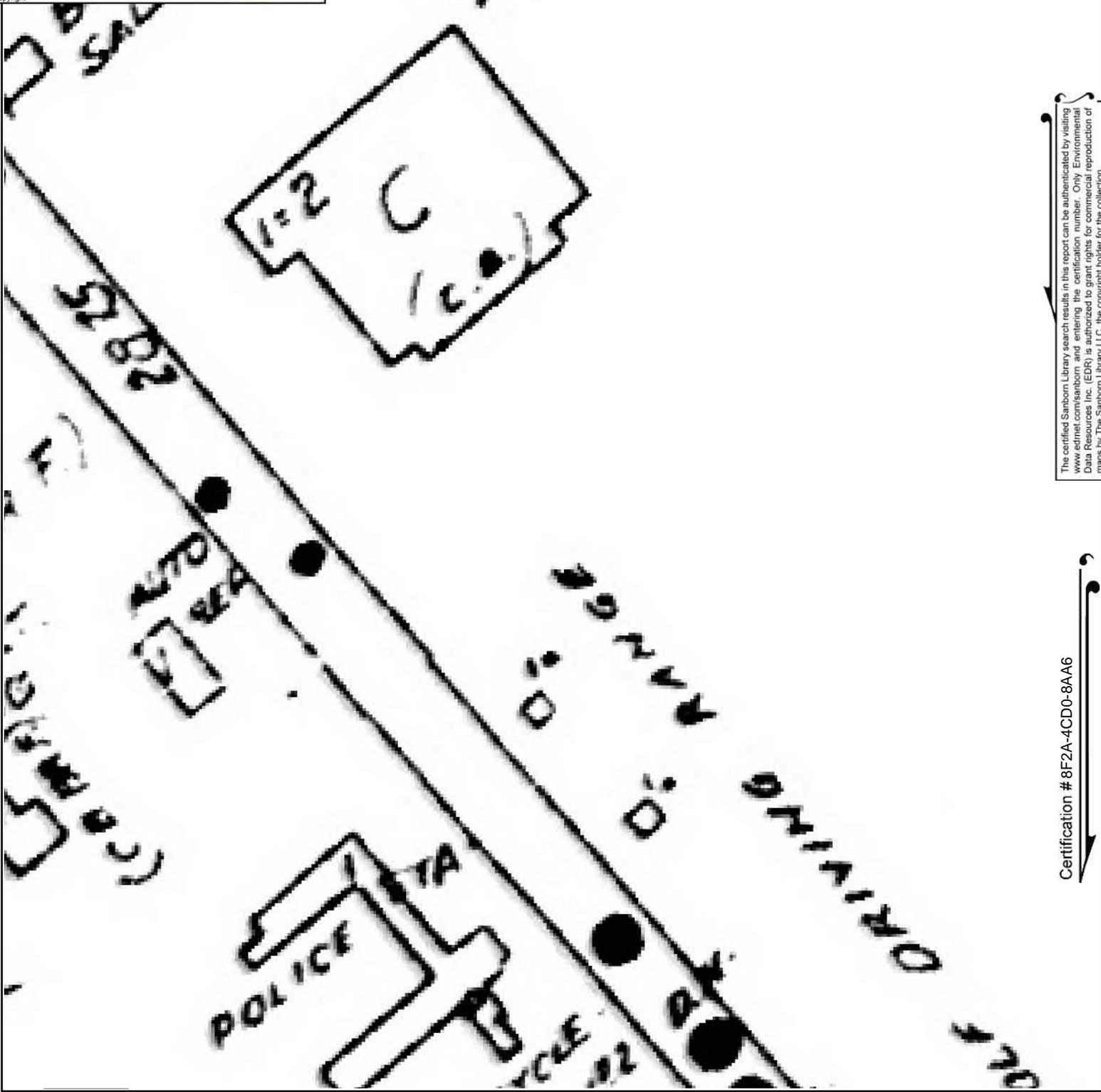


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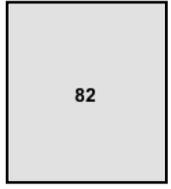
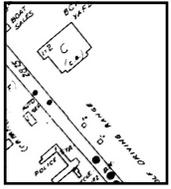
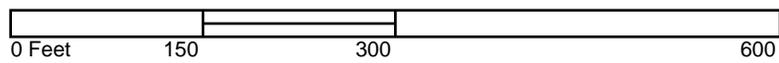
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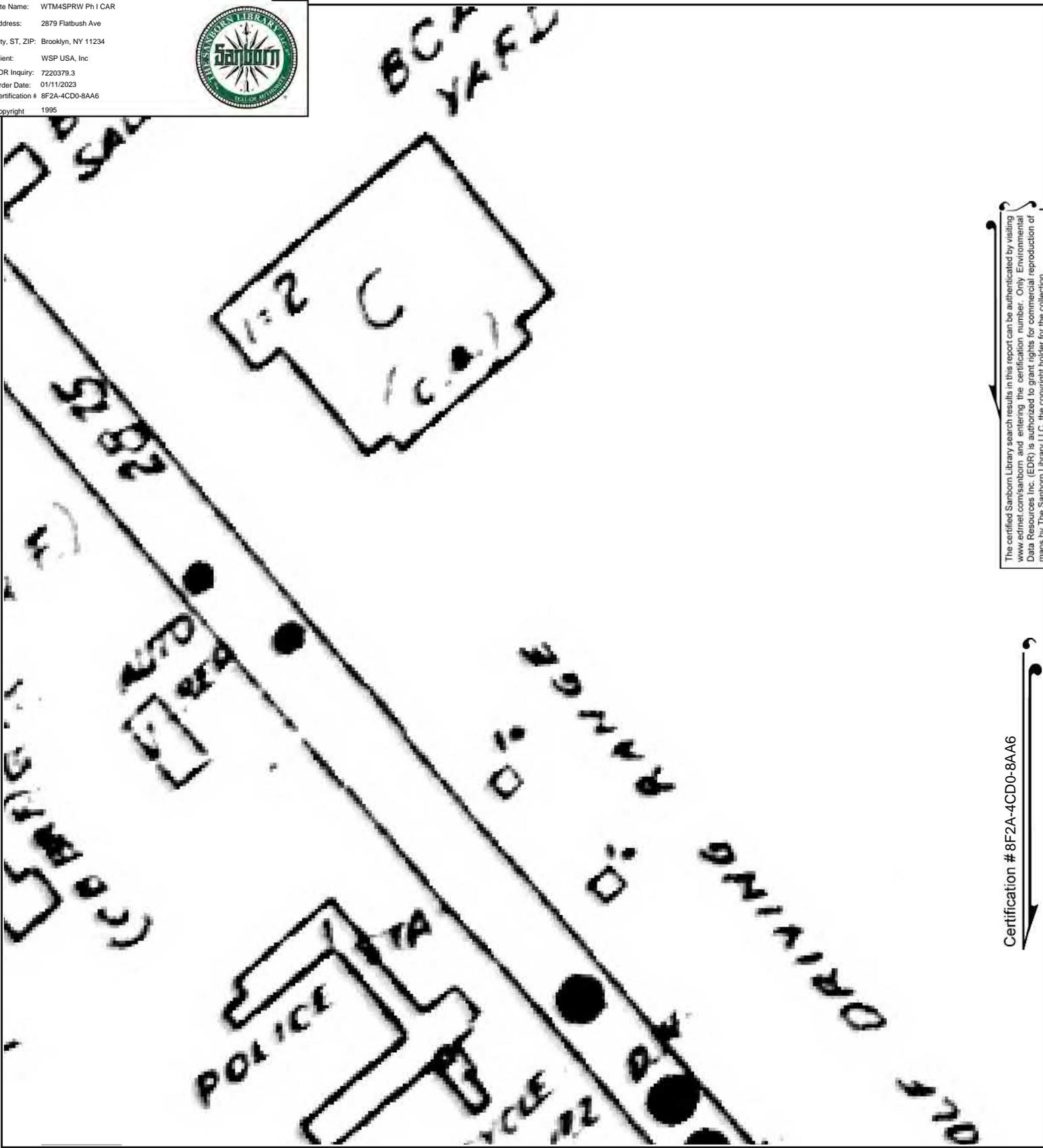
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HAZ.-134

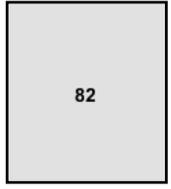
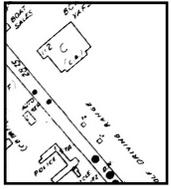
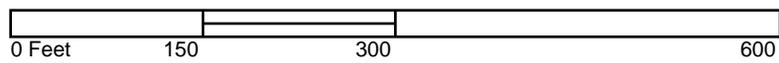
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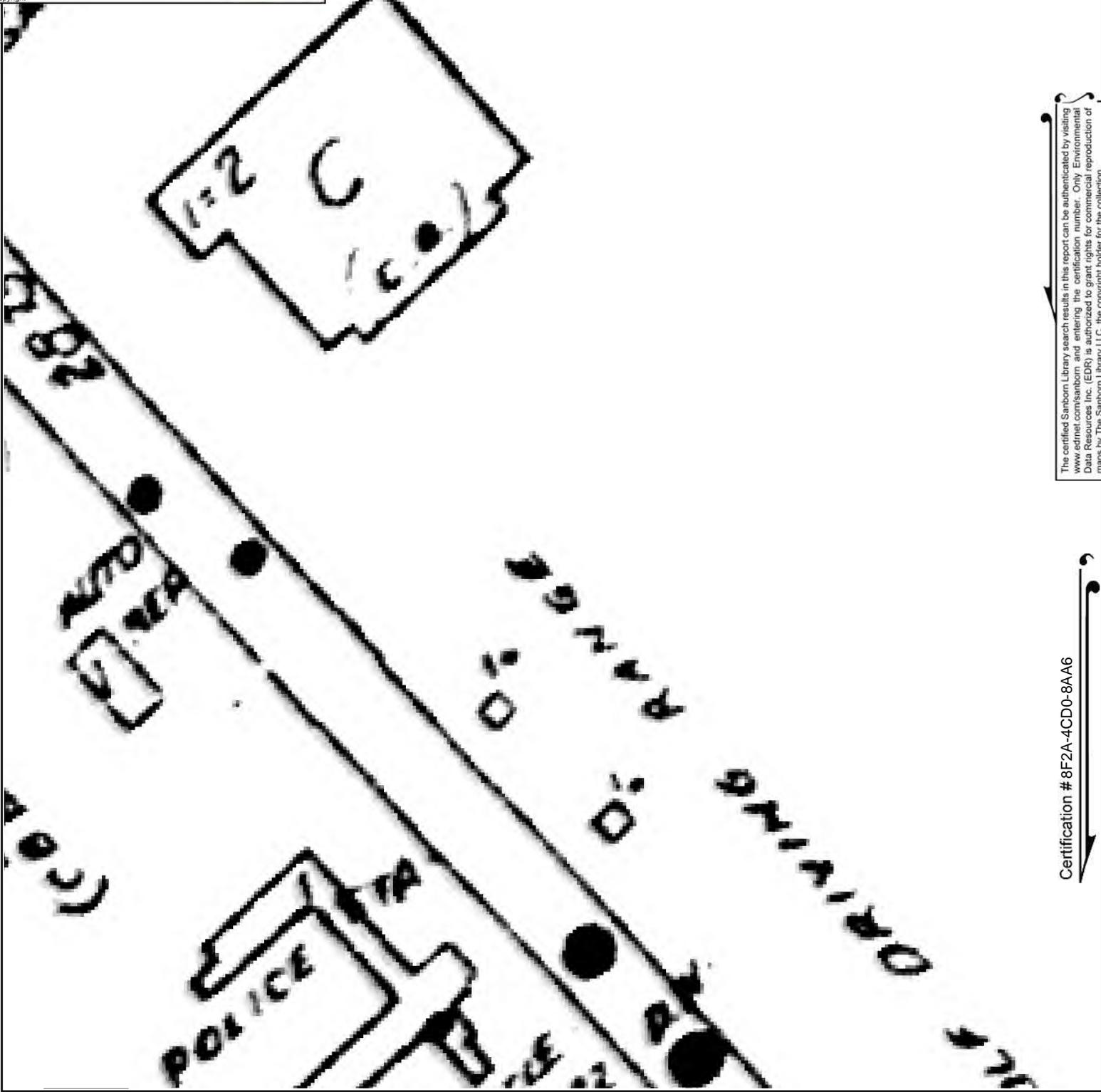
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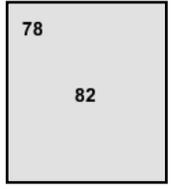
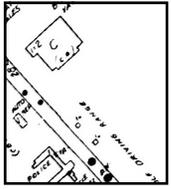
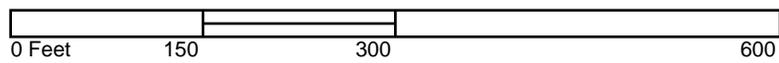
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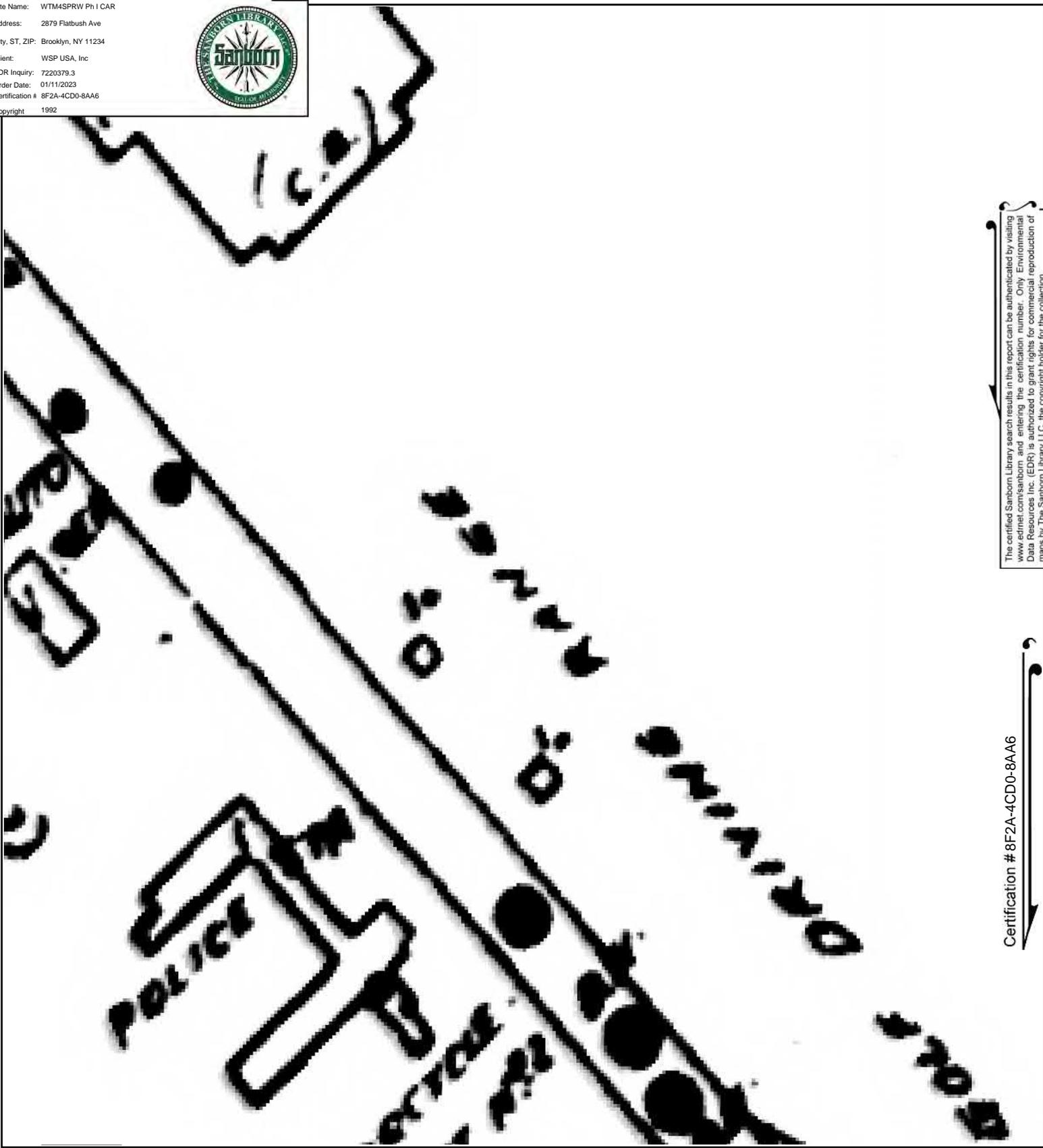
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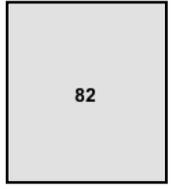
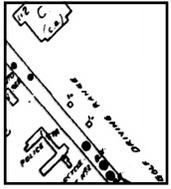
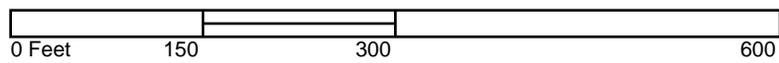
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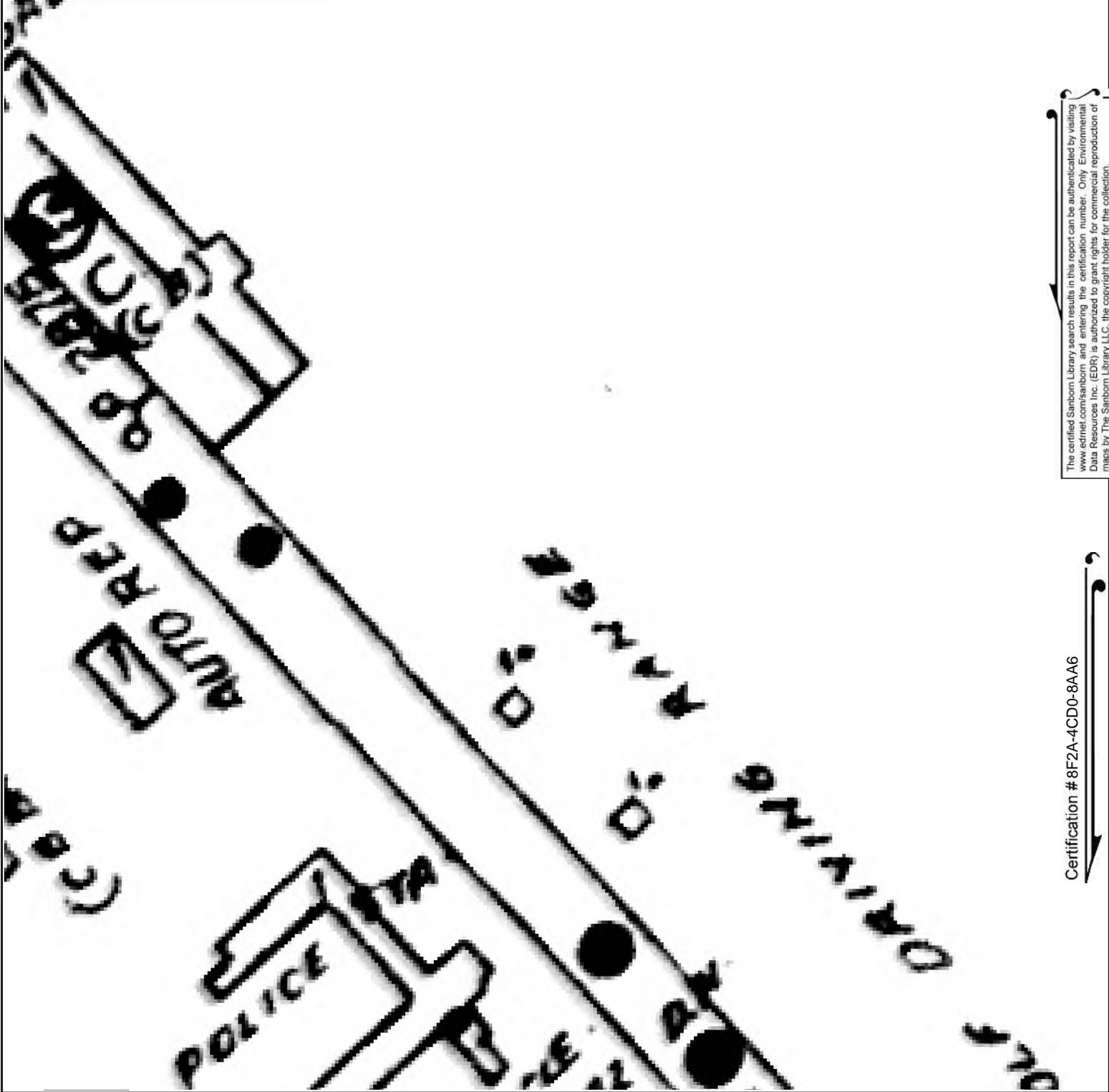
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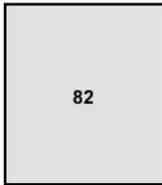
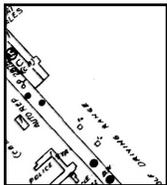
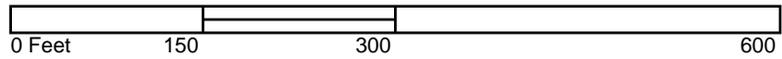
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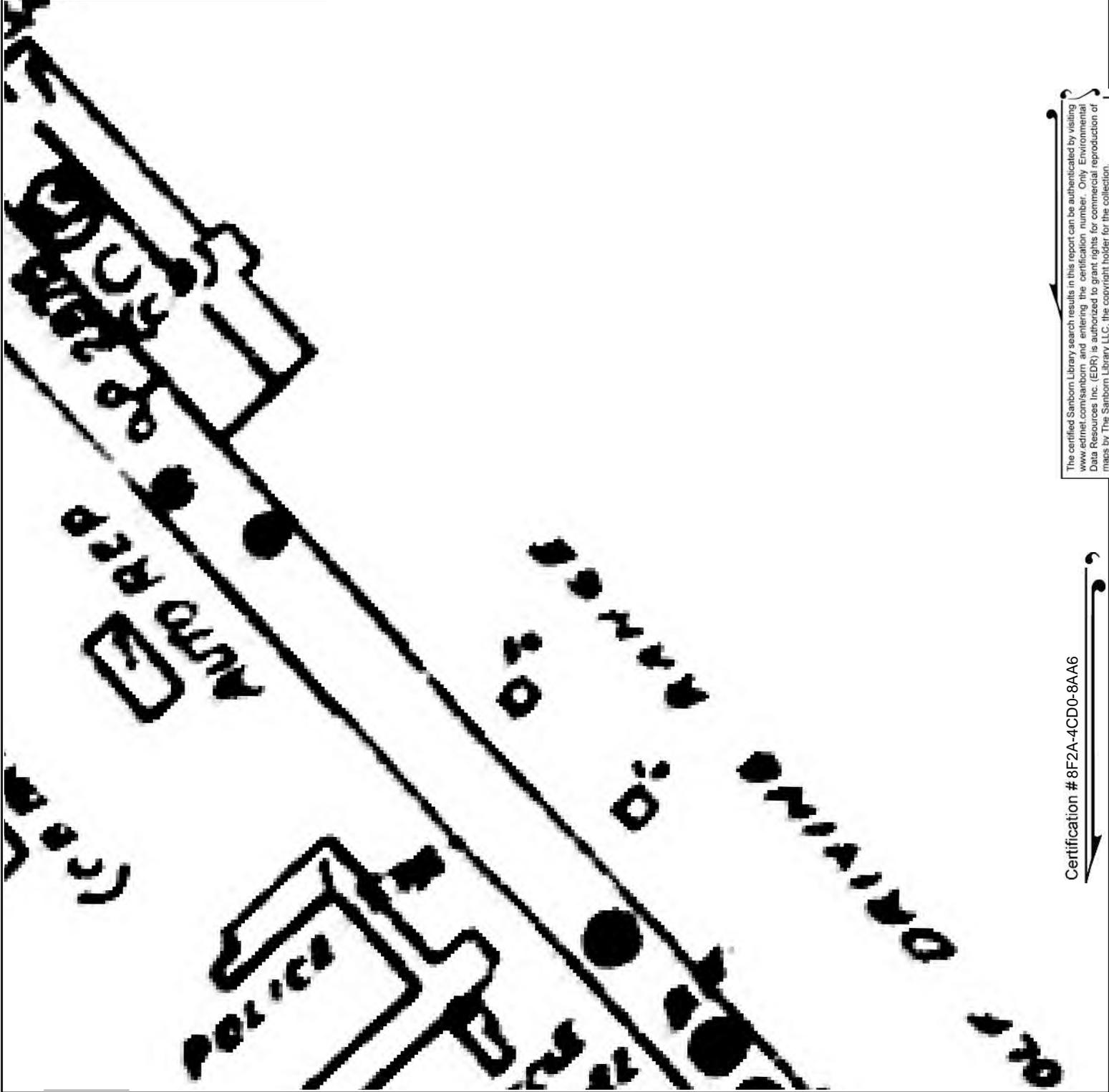
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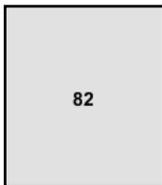
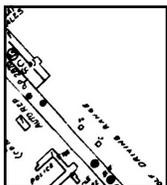
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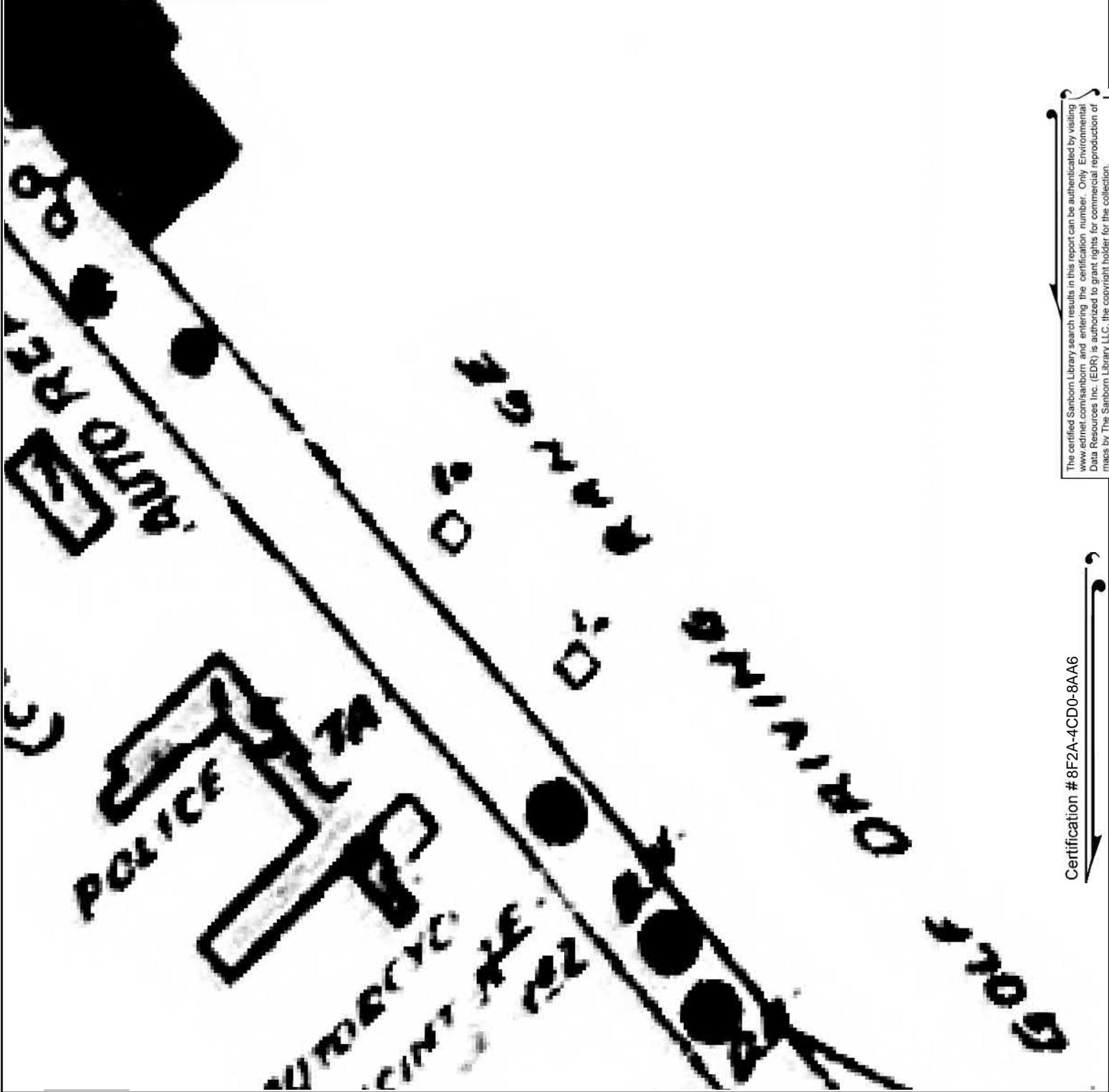
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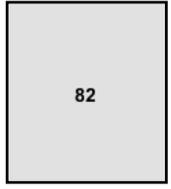
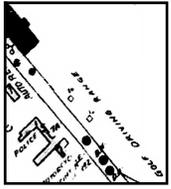
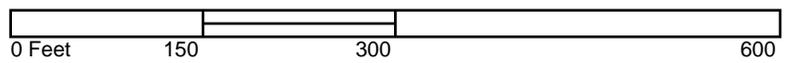
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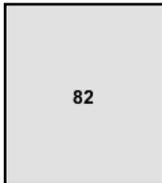
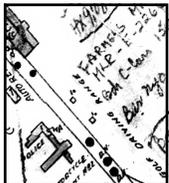
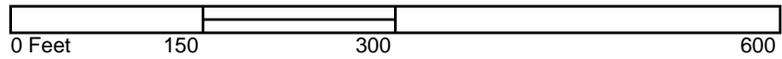
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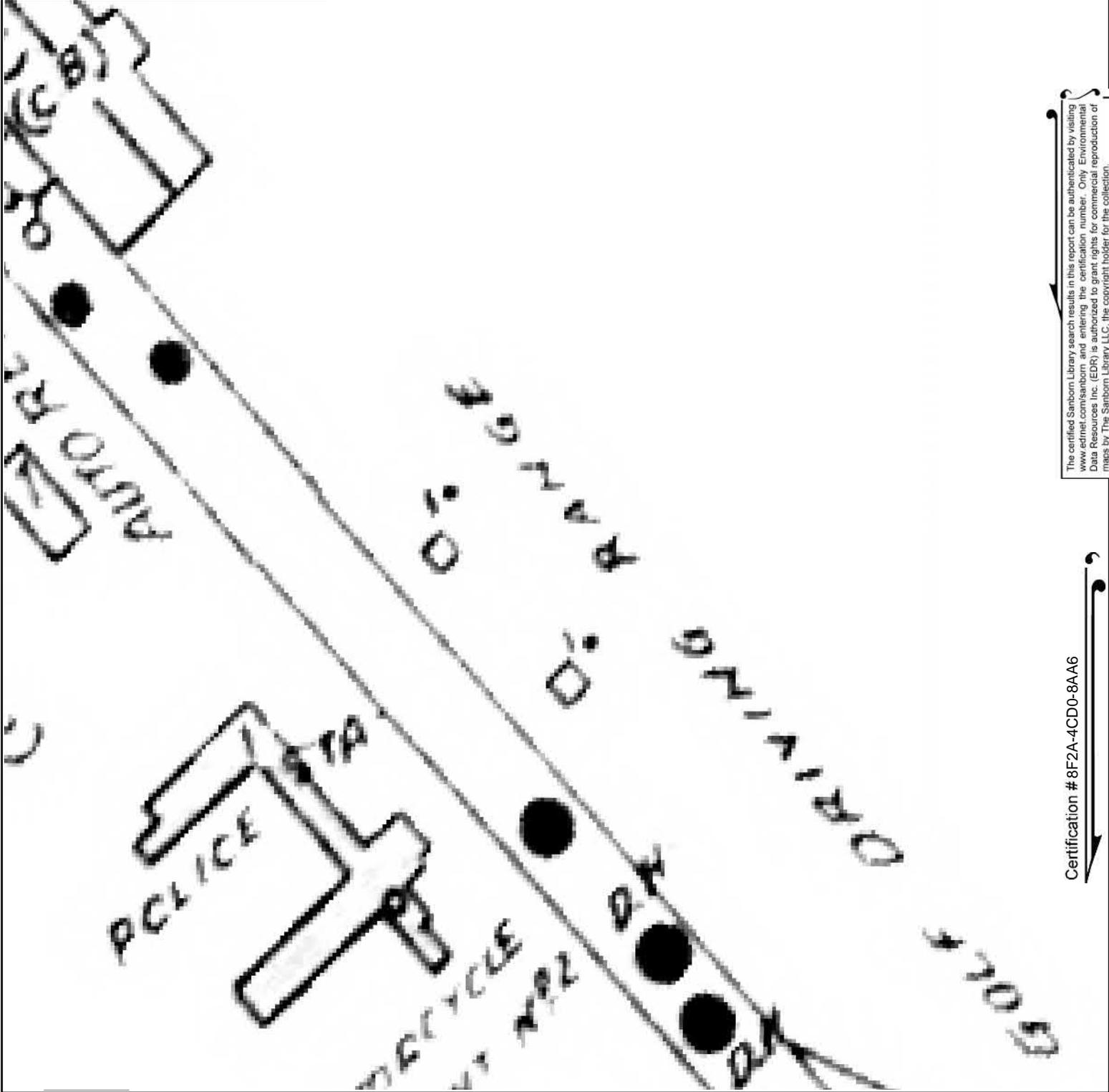
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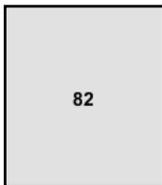
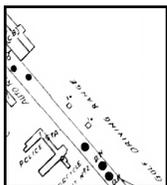
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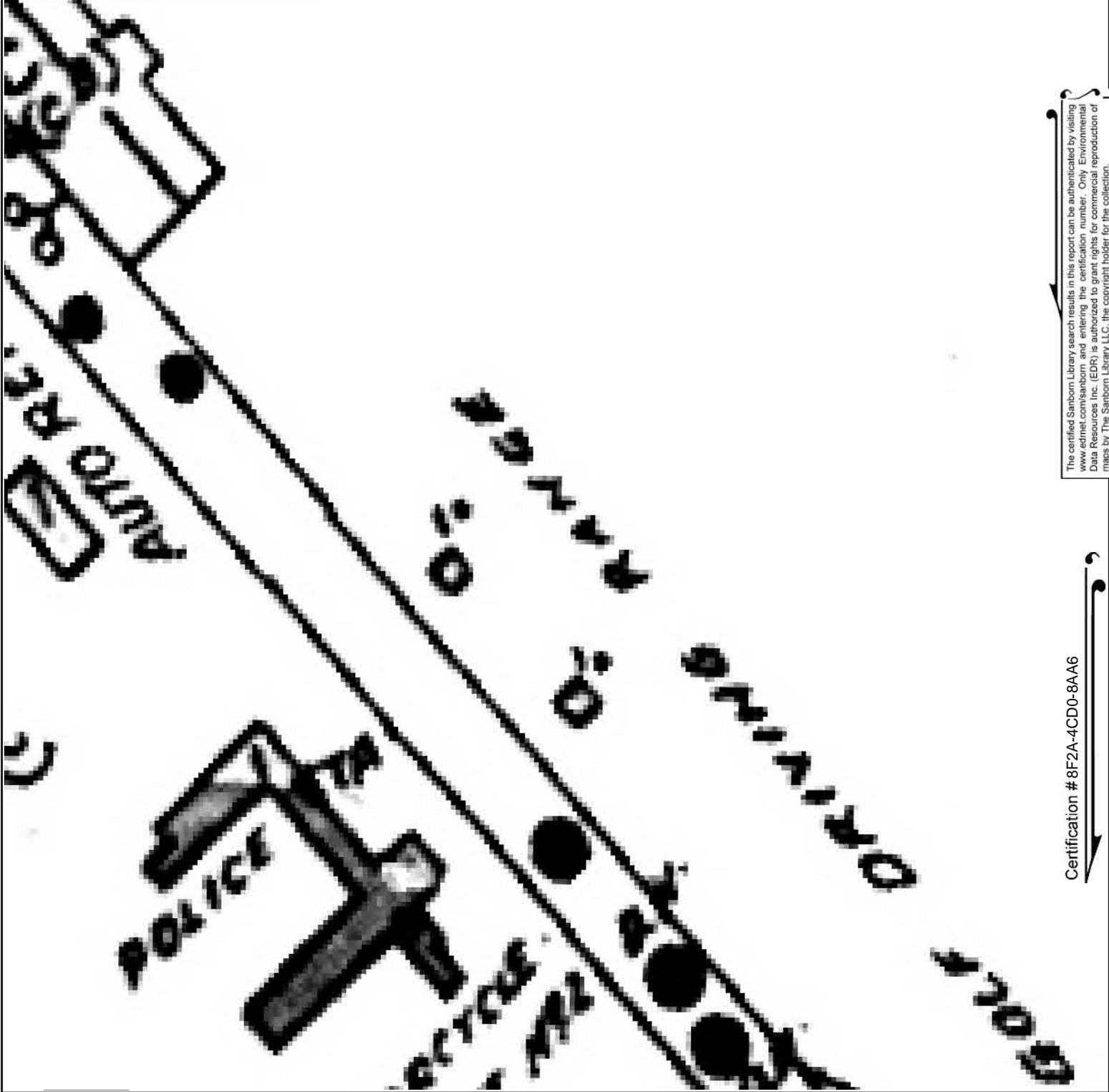
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page 23



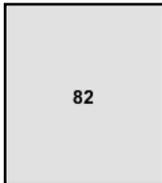
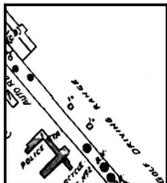
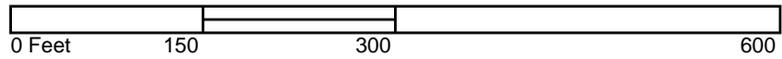
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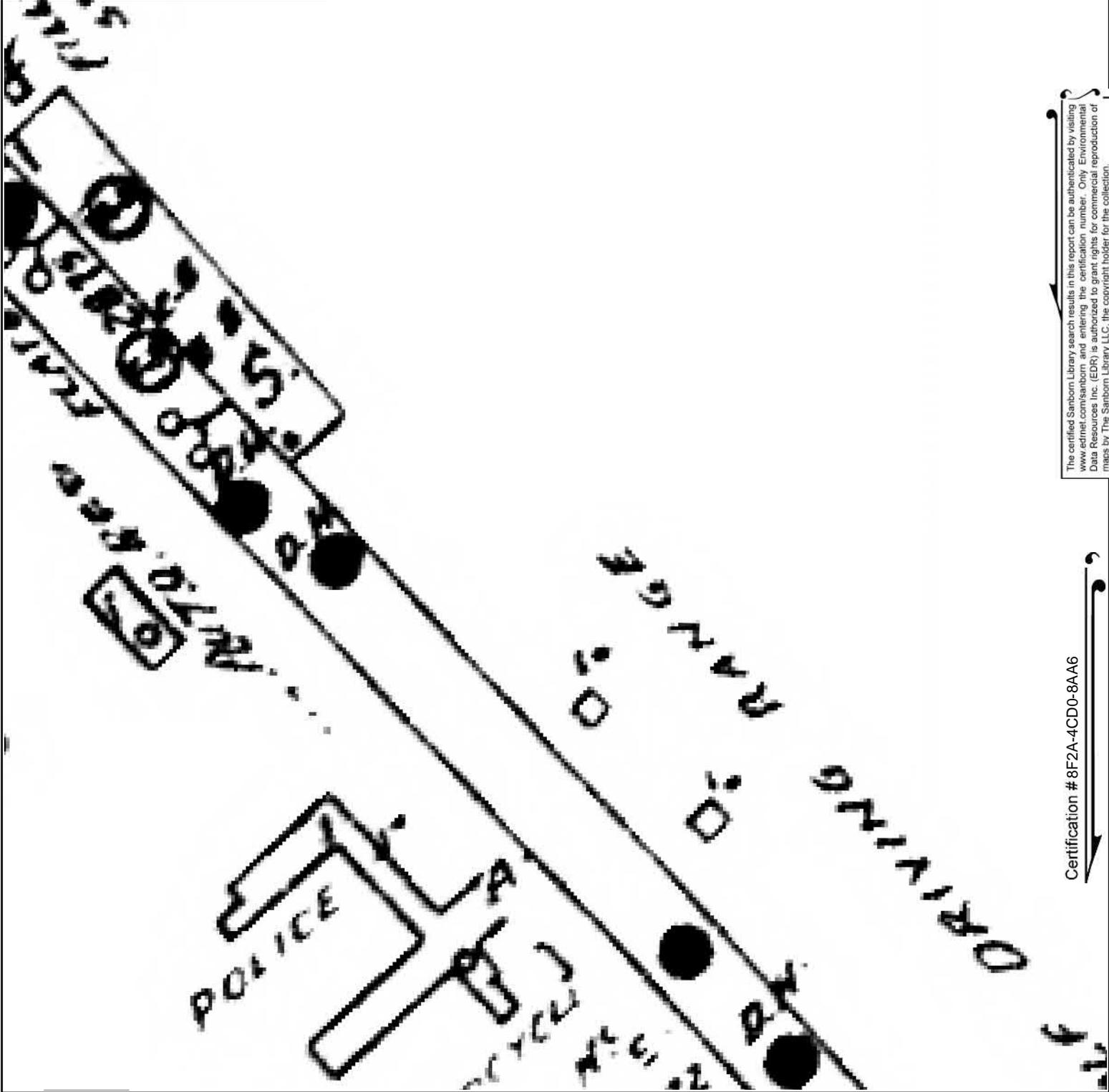
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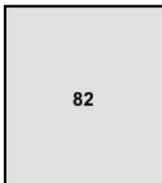
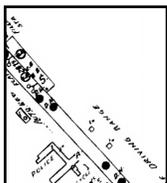
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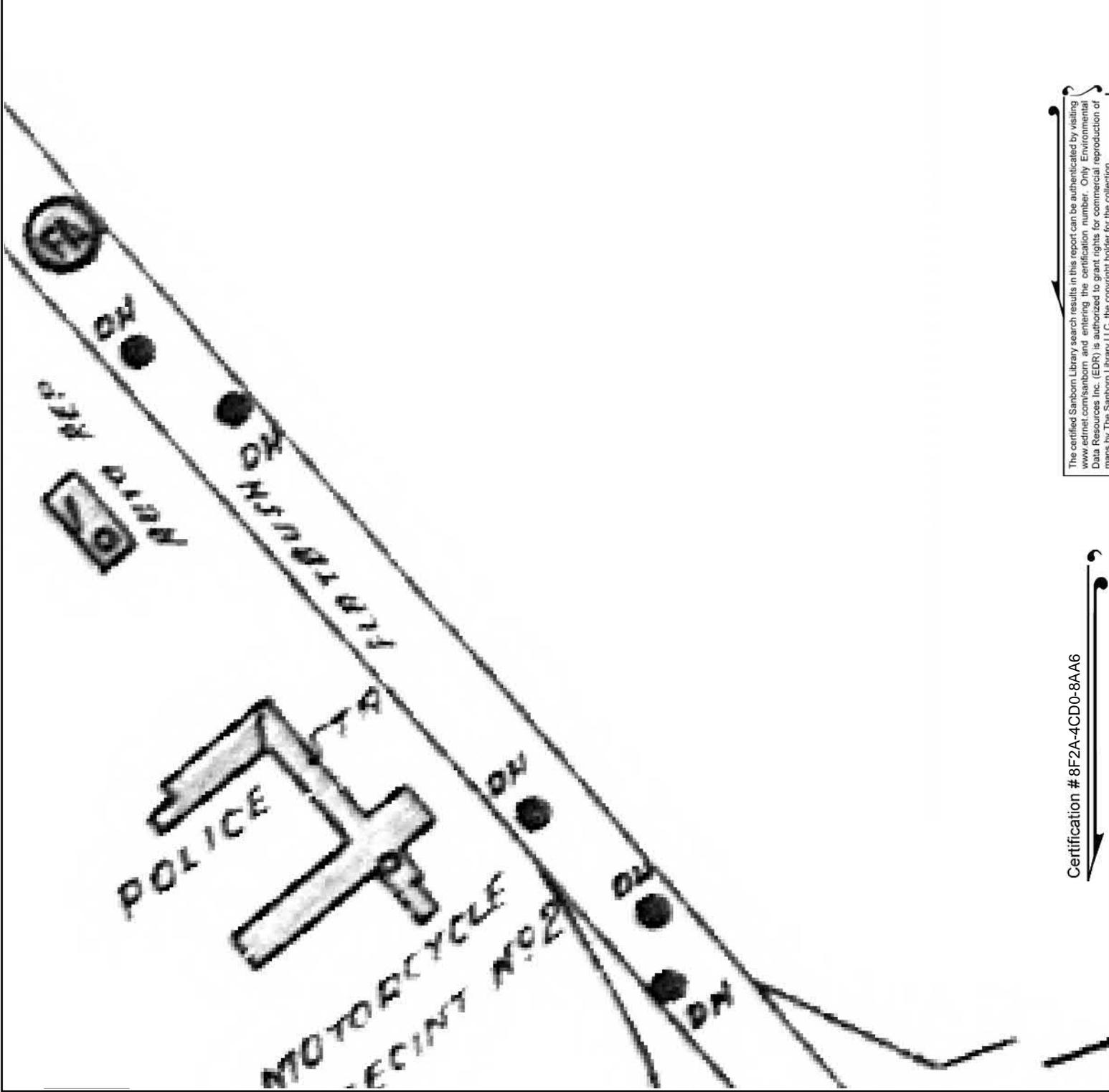
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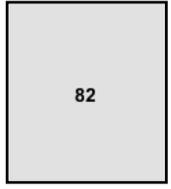
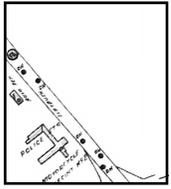
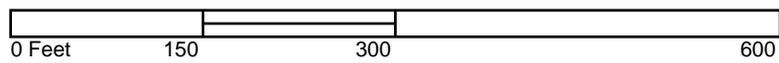
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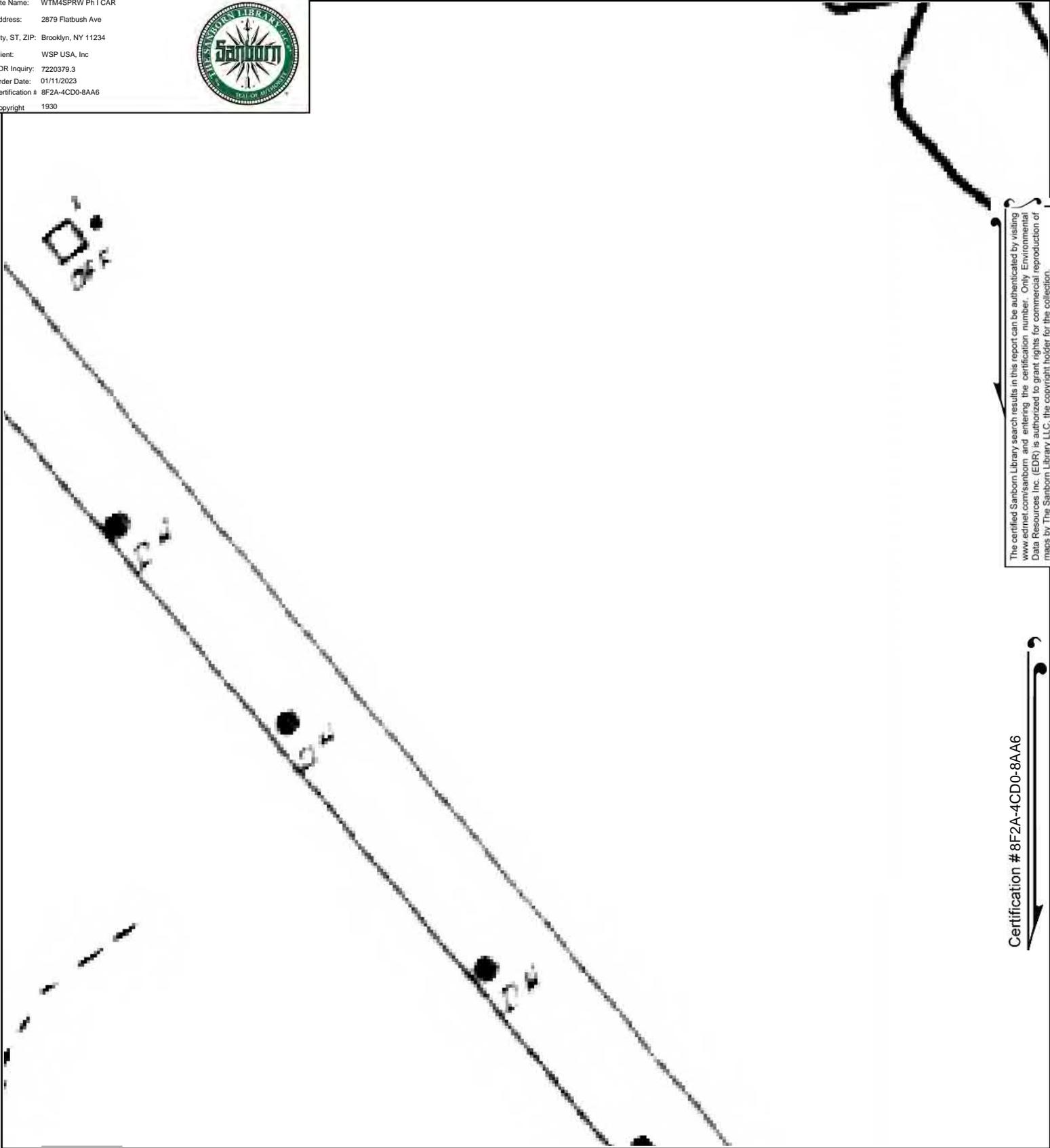
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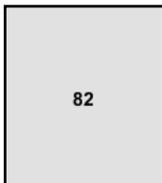
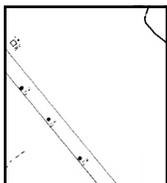
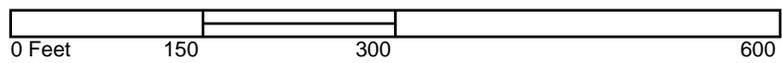
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Inquiry Number: 7220379.3

January 11, 2023

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2879 Flatbush Ave
Brooklyn, NY 11234
EDR Inquiry # 7220379.3

Client Name:

WSP USA, Inc
412 Mt. Kemble Ave
Morristown, NJ 07962
Contact: Jonathan Ganz



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2006	1993	1981
2005	1992	1977
2004	1991	1969
2003	1989	1968
2002	1987	1950
2001	1986	1930
1996	1983	



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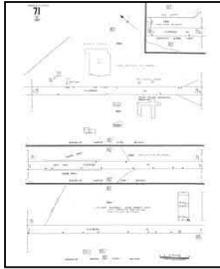
HAZ.-148

Sanborn Sheet Key

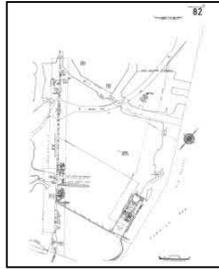
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2007 Source Sheets

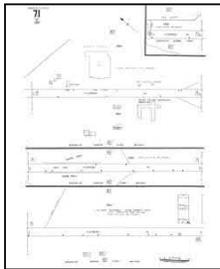


Volume 19, Sheet 71
2007

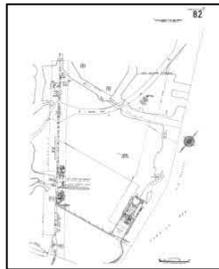


Volume 19, Sheet 82
2007

2006 Source Sheets

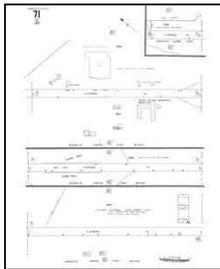


Volume 19, Sheet 71
2006

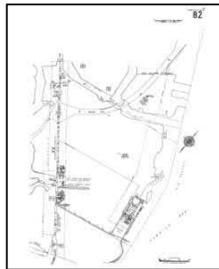


Volume 19, Sheet 82
2006

2005 Source Sheets

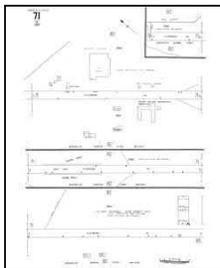


Volume 19, Sheet 71
2005



Volume 19, Sheet 82
2005

2004 Source Sheets



Volume 19, Sheet 71
2004



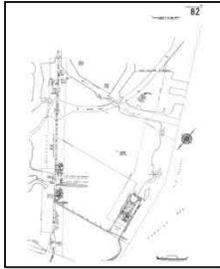
Volume 19, Sheet 82
2004

Sanborn Sheet Key

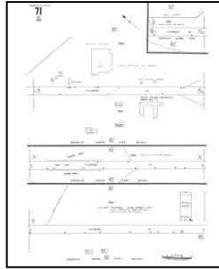
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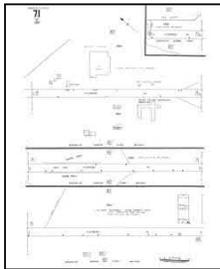


Volume 19, Sheet 82
2003

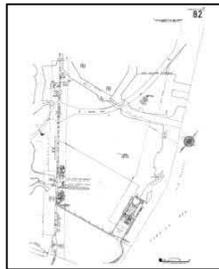


Volume 19, Sheet 71
2003

2002 Source Sheets

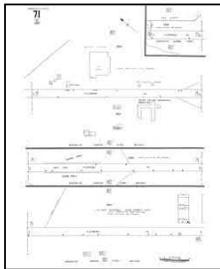


Volume 19, Sheet 71
2002

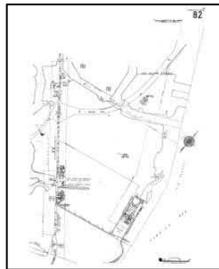


Volume 19, Sheet 82
2002

2001 Source Sheets



Volume 19, Sheet 71
2001



Volume 19, Sheet 82
2001

1996 Source Sheets



Volume 19, Sheet 82
1996

Sanborn Sheet Key

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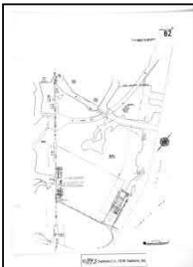


1995 Source Sheets

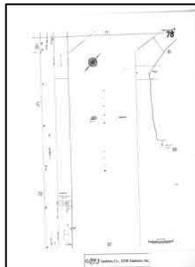


Volume 19, Sheet 82
1995

1993 Source Sheets



Volume 19, Sheet 82
1993



Volume 19, Sheet 78
1993

1992 Source Sheets



Volume 19, Sheet 82
1992

1991 Source Sheets



Volume 19, Sheet 82
1991

Sanborn Sheet Key

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1989 Source Sheets



Volume 19, Sheet 82
1989

1987 Source Sheets



Volume 19, Sheet 82
1987

1986 Source Sheets



Volume 19, Sheet 82
1986

1983 Source Sheets



Volume 19, Sheet 82
1983

Sanborn Sheet Key

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1982 Source Sheets



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1982

1981 Source Sheets



Volume 19, Sheet 82
1981

1977 Source Sheets



Volume 19, Sheet 82
1977

1969 Source Sheets



Volume 19, Sheet 82
1969

Sanborn Sheet Key

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1968 Source Sheets



Volume 19, Sheet 82
1968

1950 Source Sheets



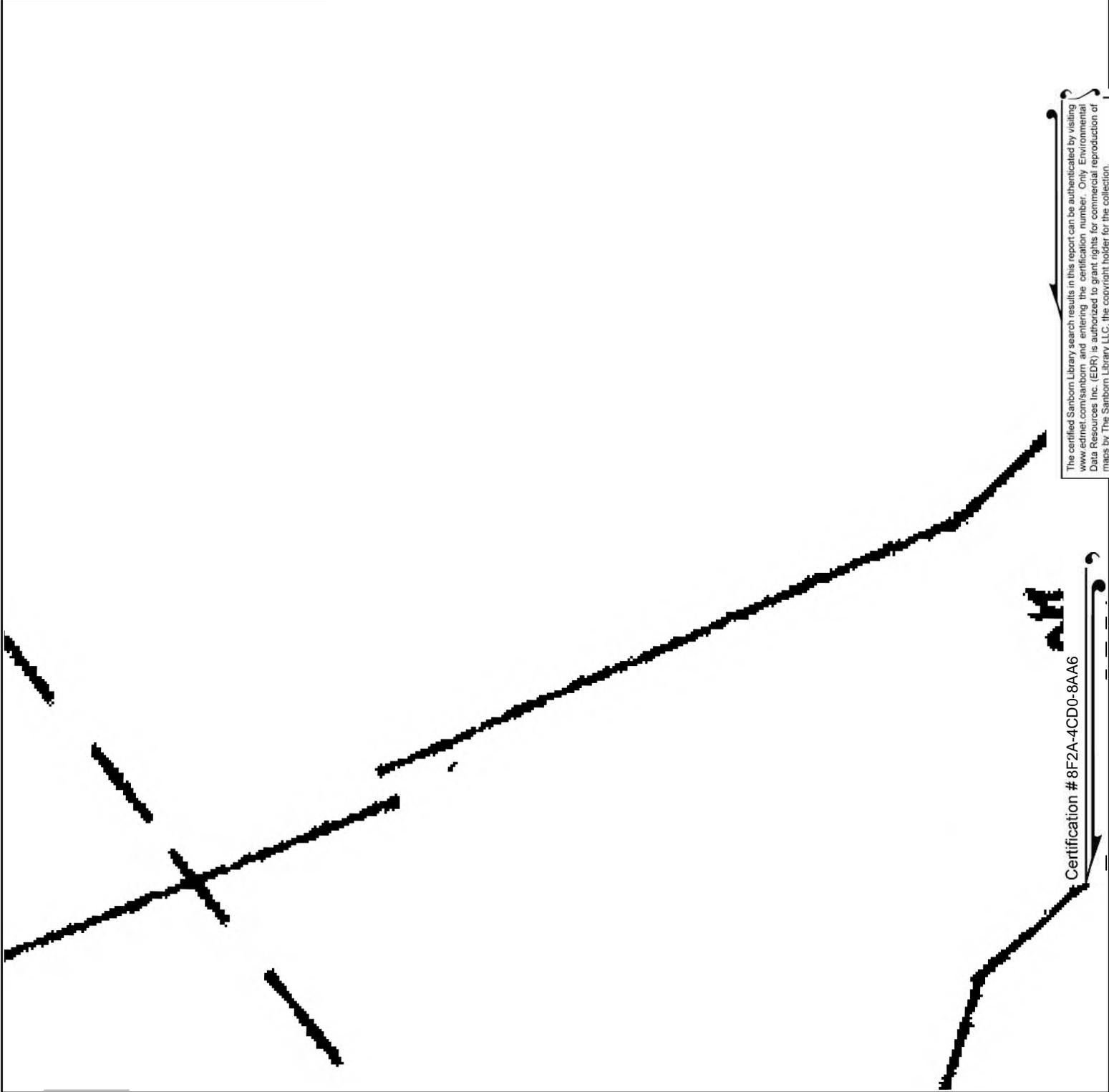
Volume 19, Sheet 82
1950

1930 Source Sheets



Volume 19, Sheet 82
1930

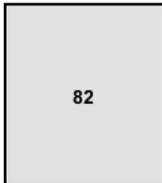
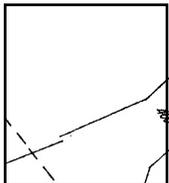
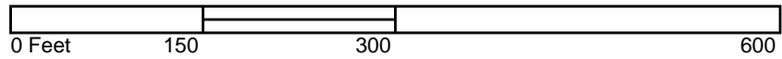
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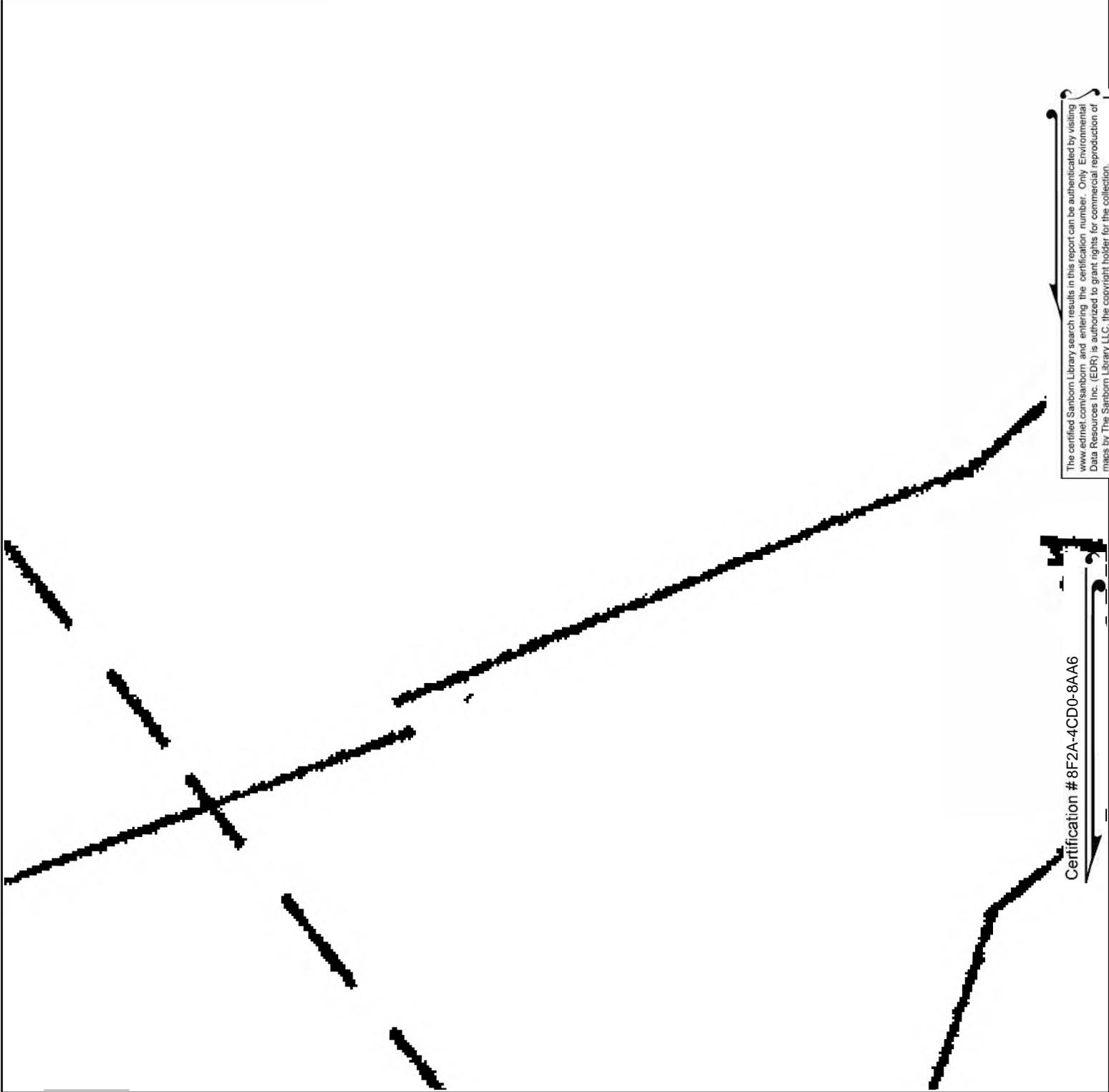
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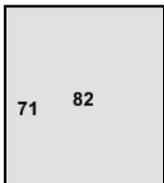
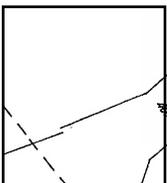
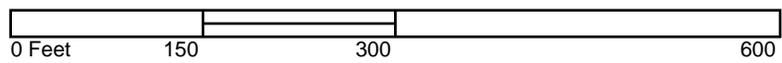
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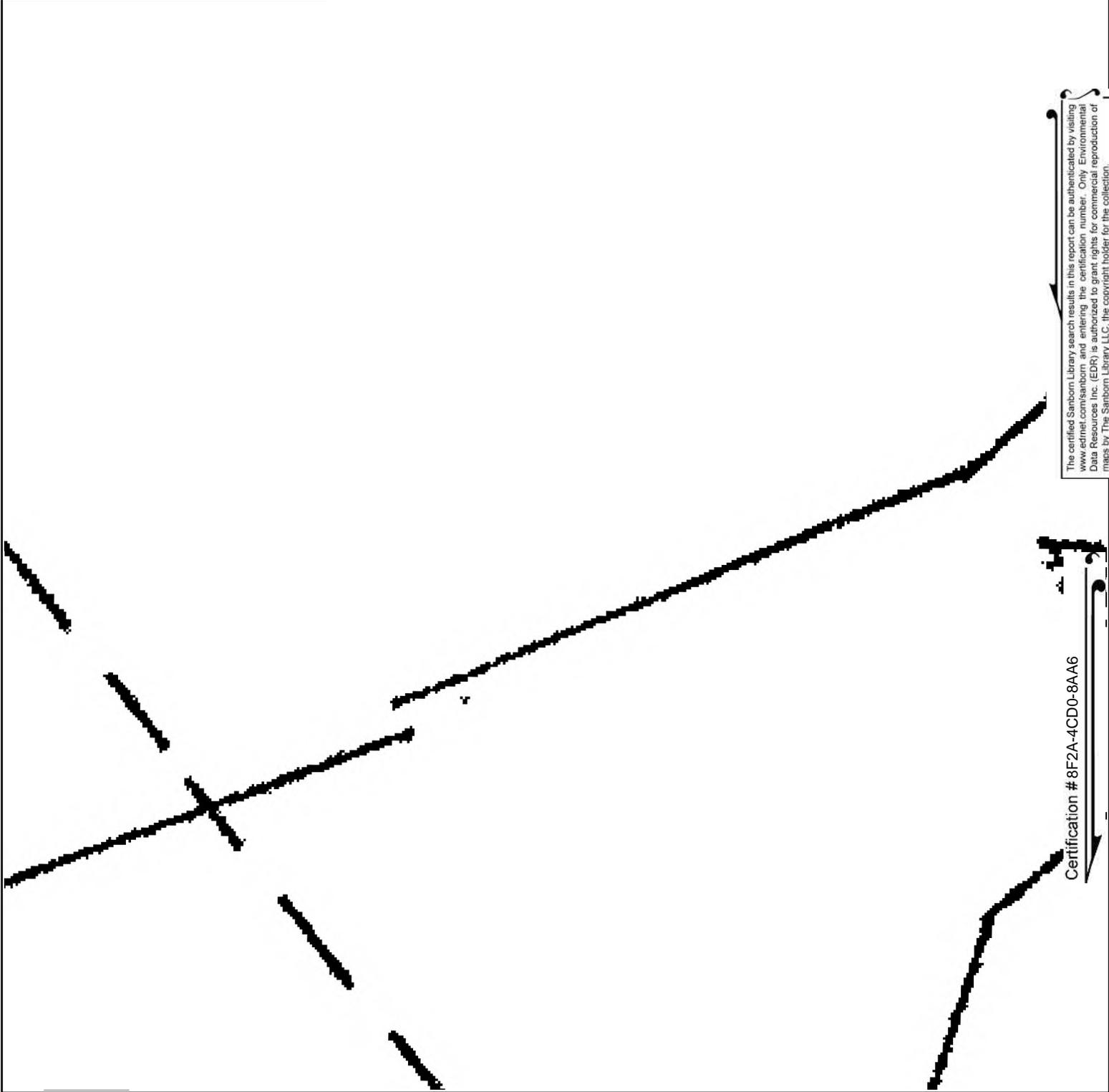
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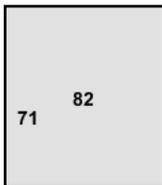
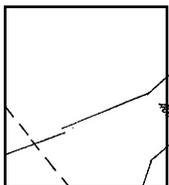
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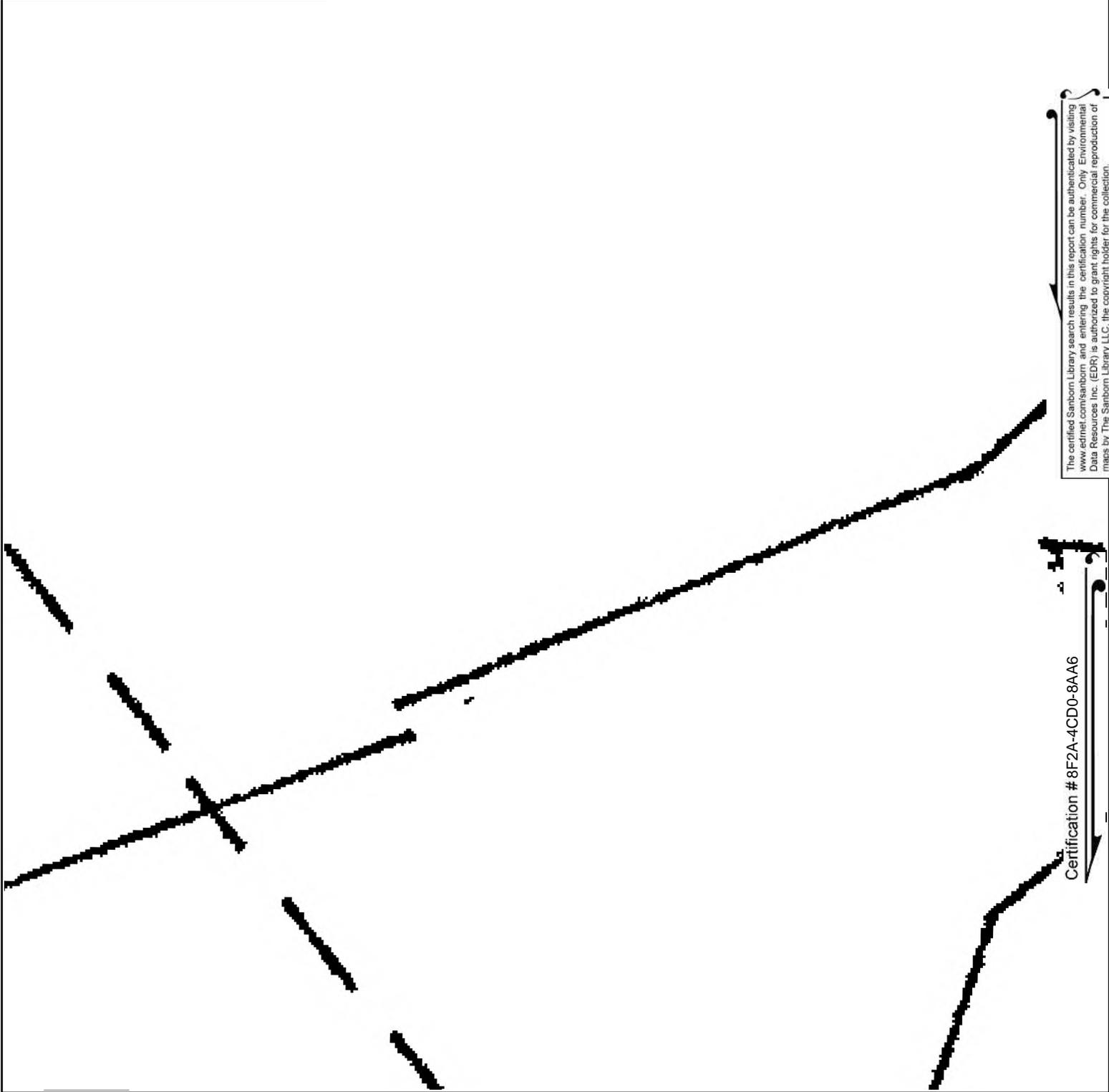
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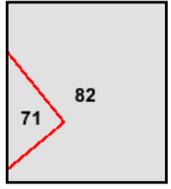
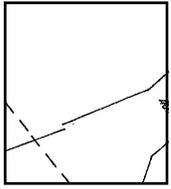
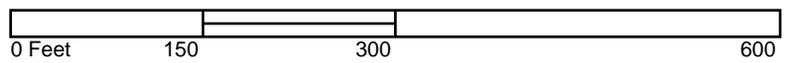
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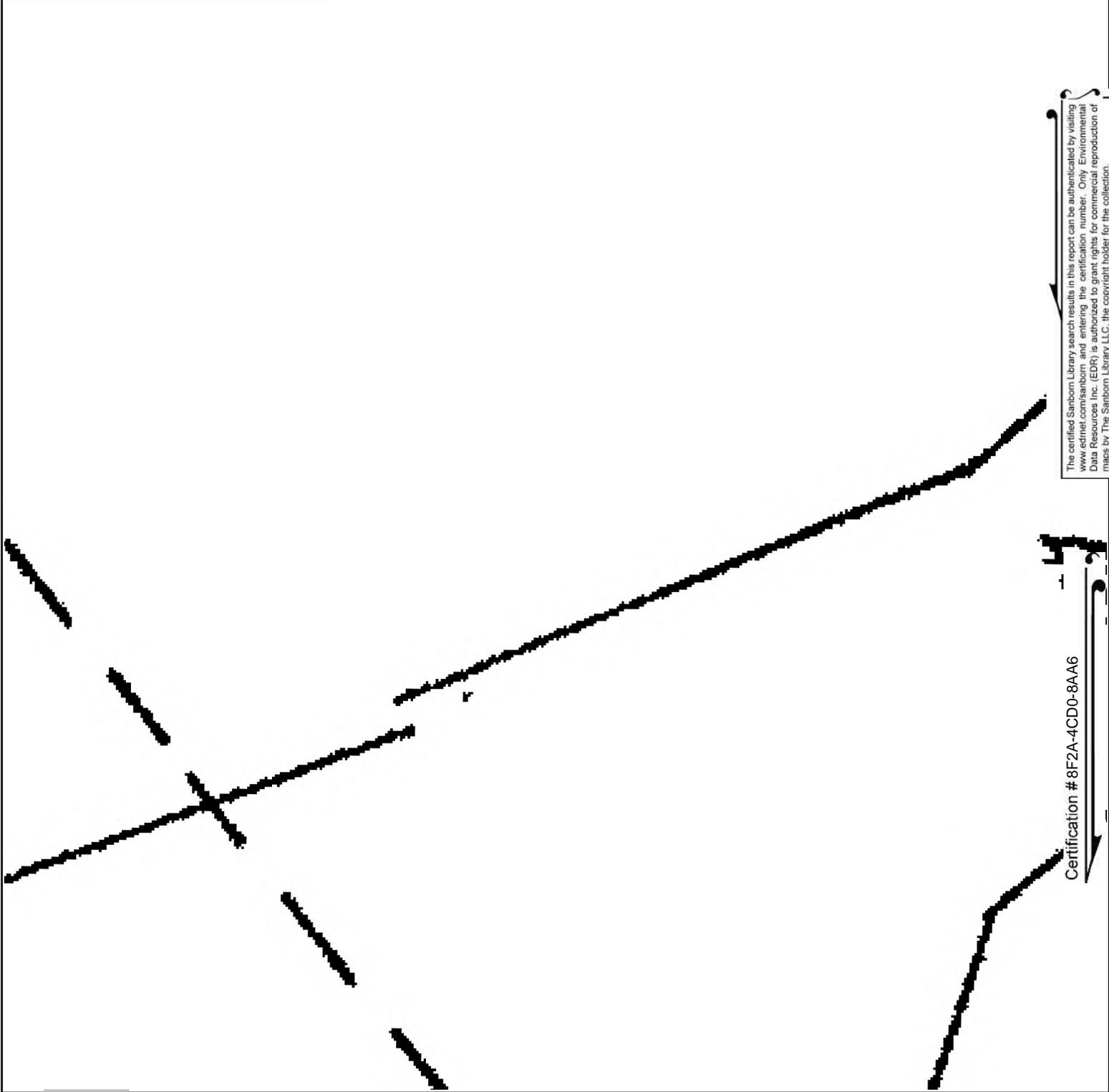
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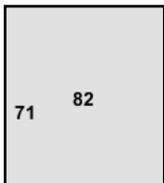
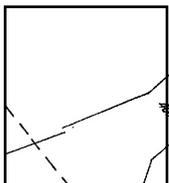
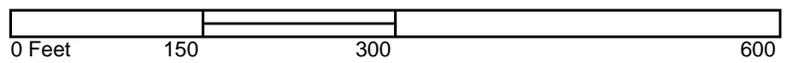
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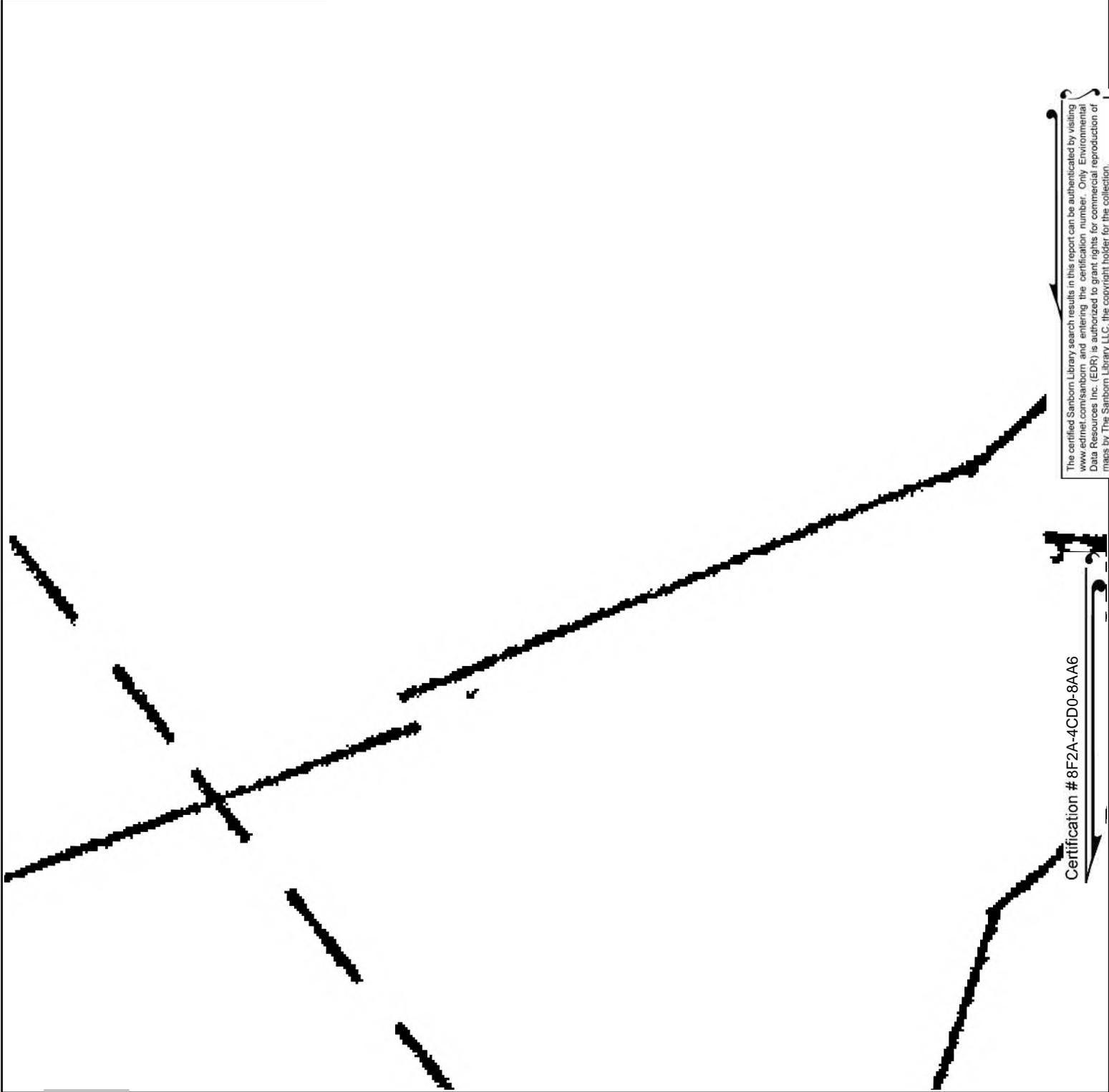
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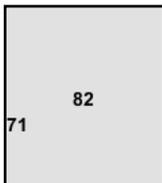
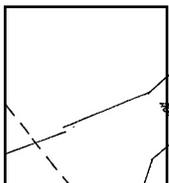
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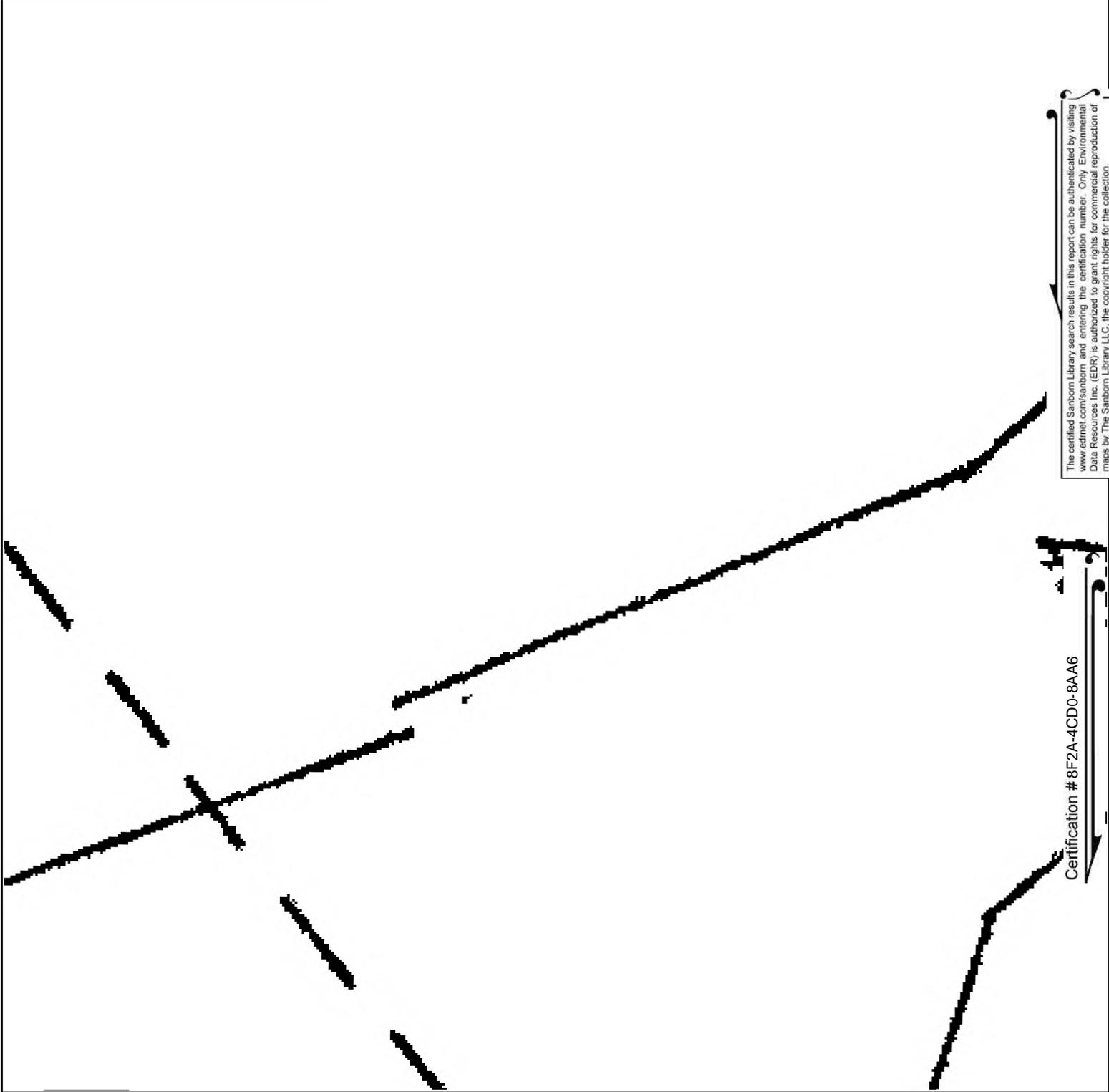
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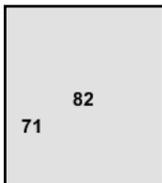
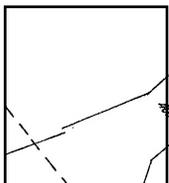
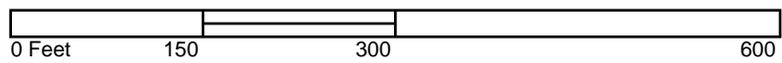
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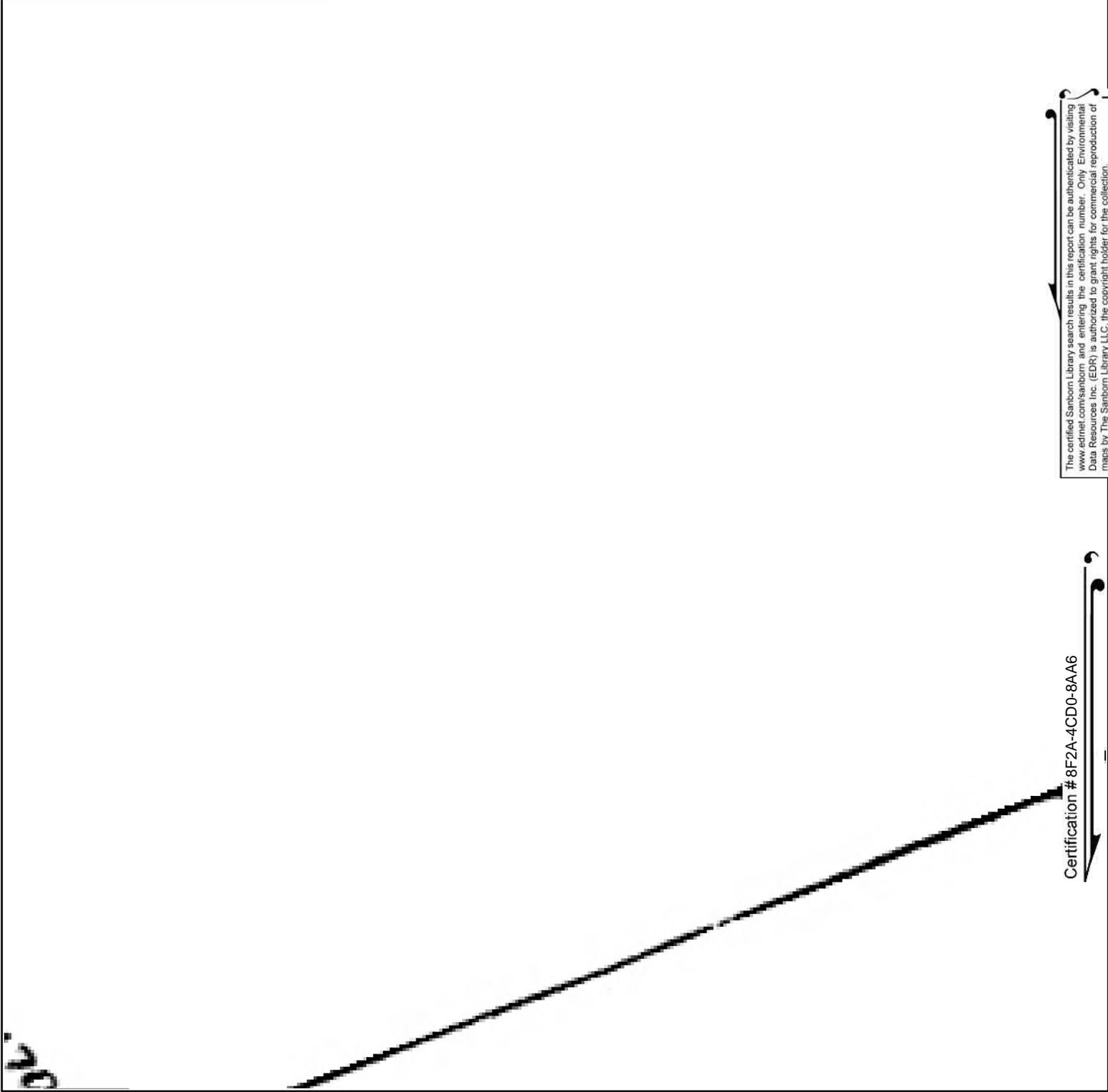
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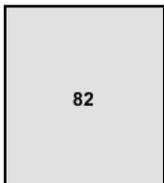
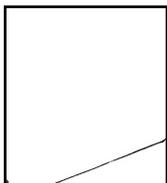
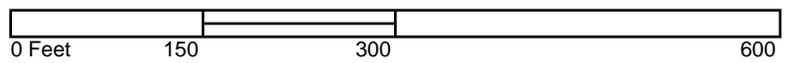
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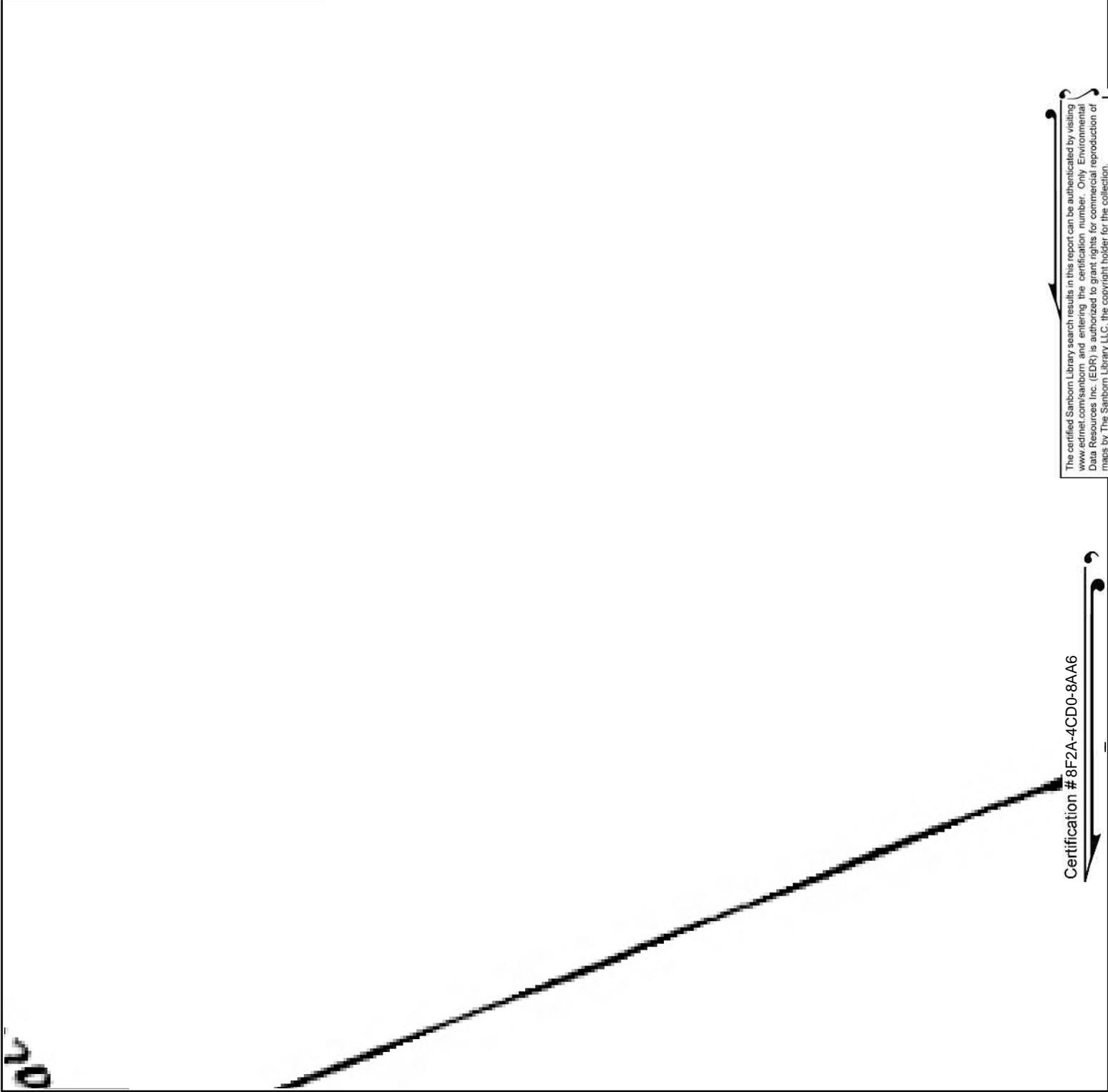


Volume 19, Sheet 82

HAZ.-162



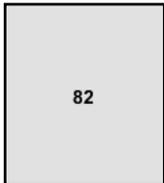
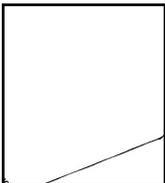
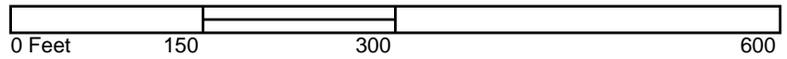
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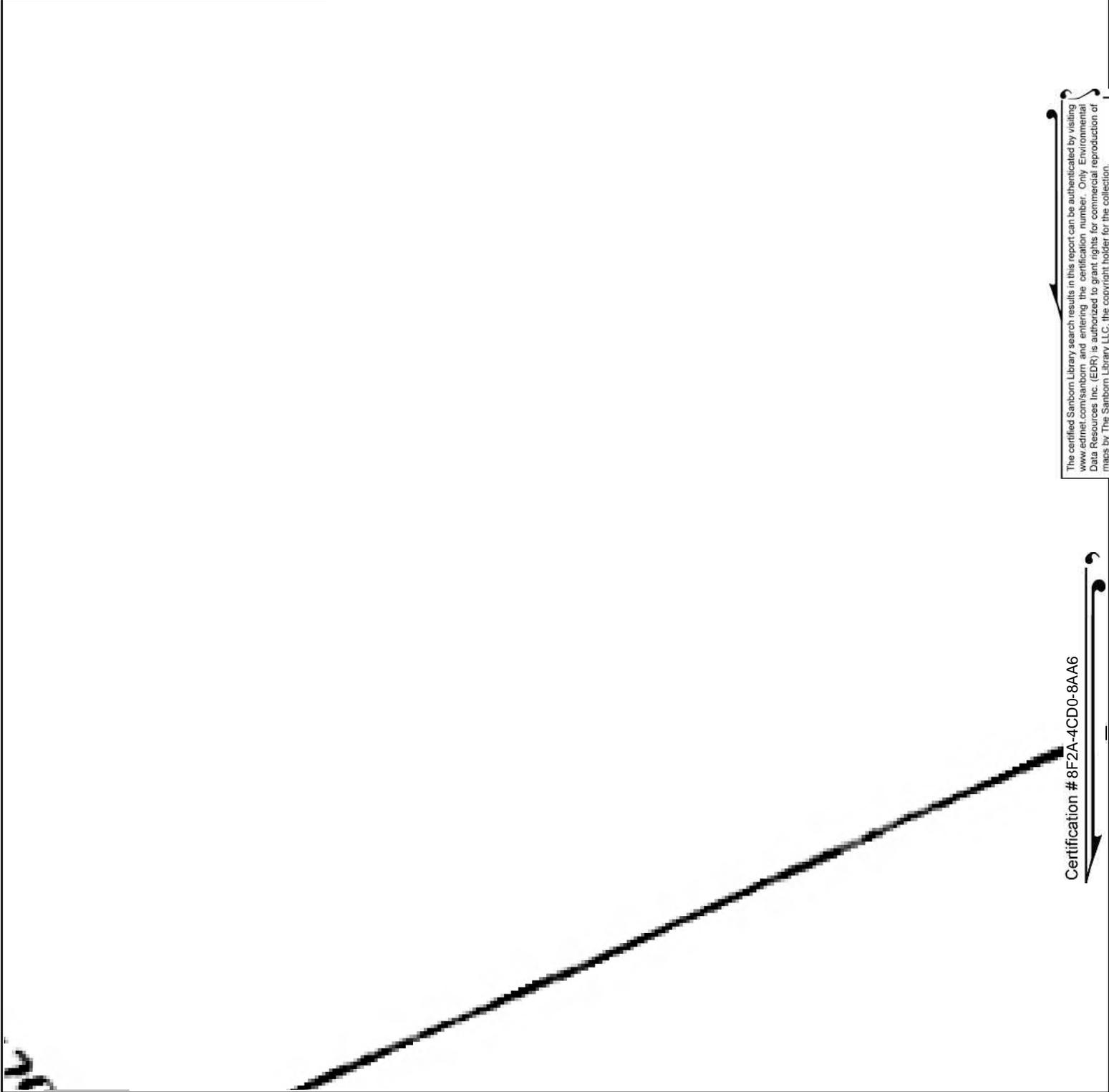
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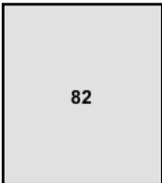
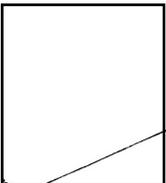
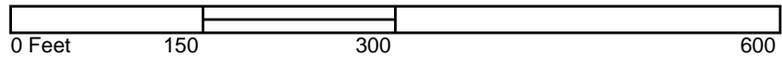
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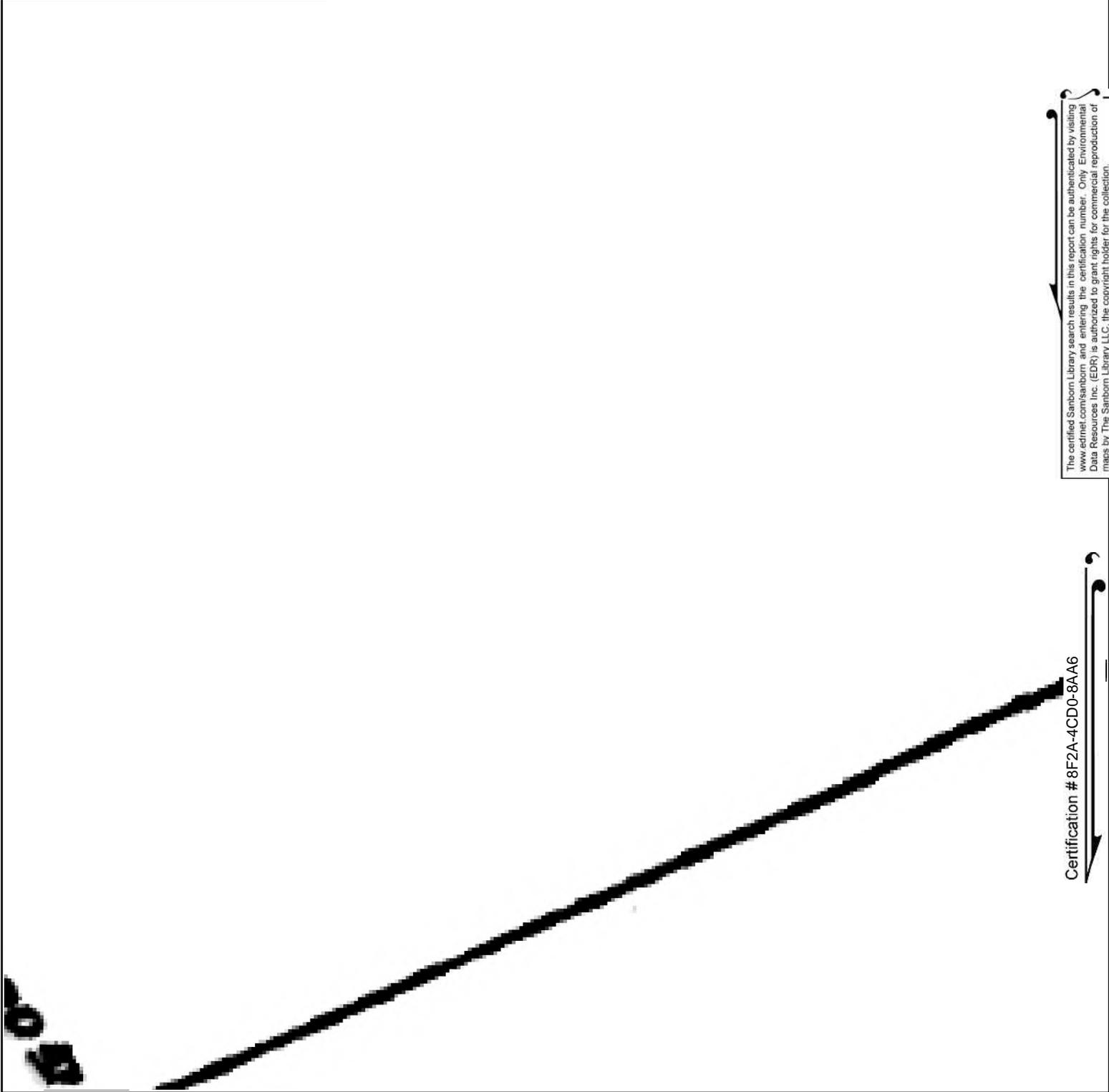
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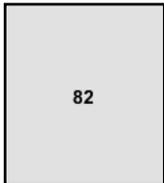
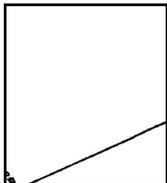
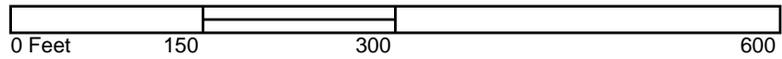
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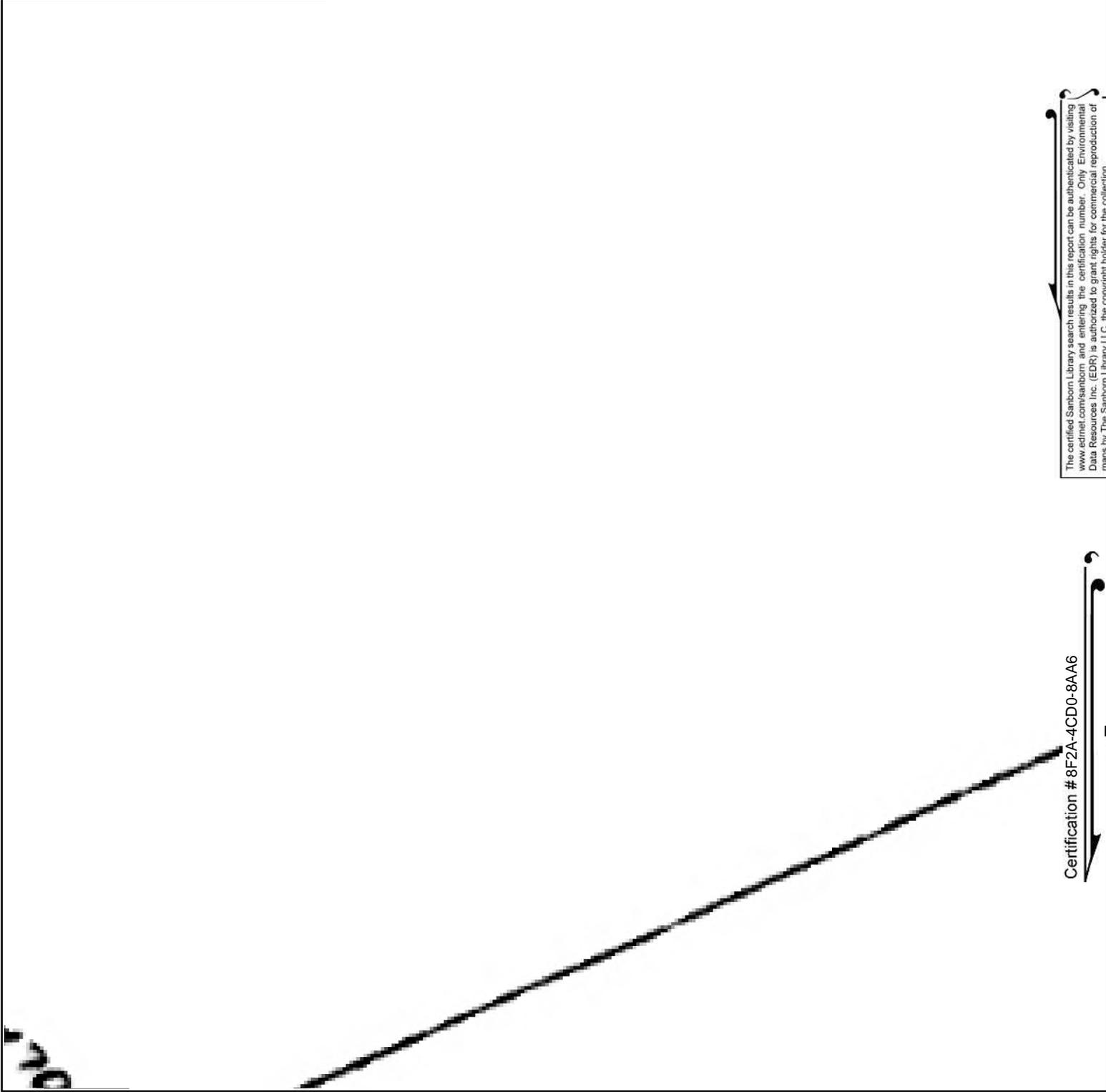
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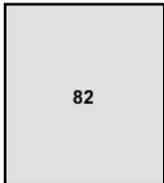
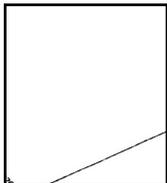
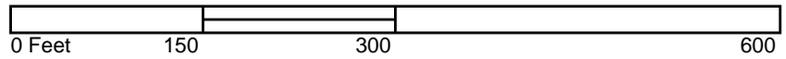
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 Address: 2879 Flatbush Ave
 City, ST, ZIP: Brooklyn, NY 11234
 Client: WSP USA, Inc
 EDR Inquiry: 7220379.3
 Order Date: 01/11/2023
 Certification # 8F2A-4CD0-8AA6
 Copyright 1991



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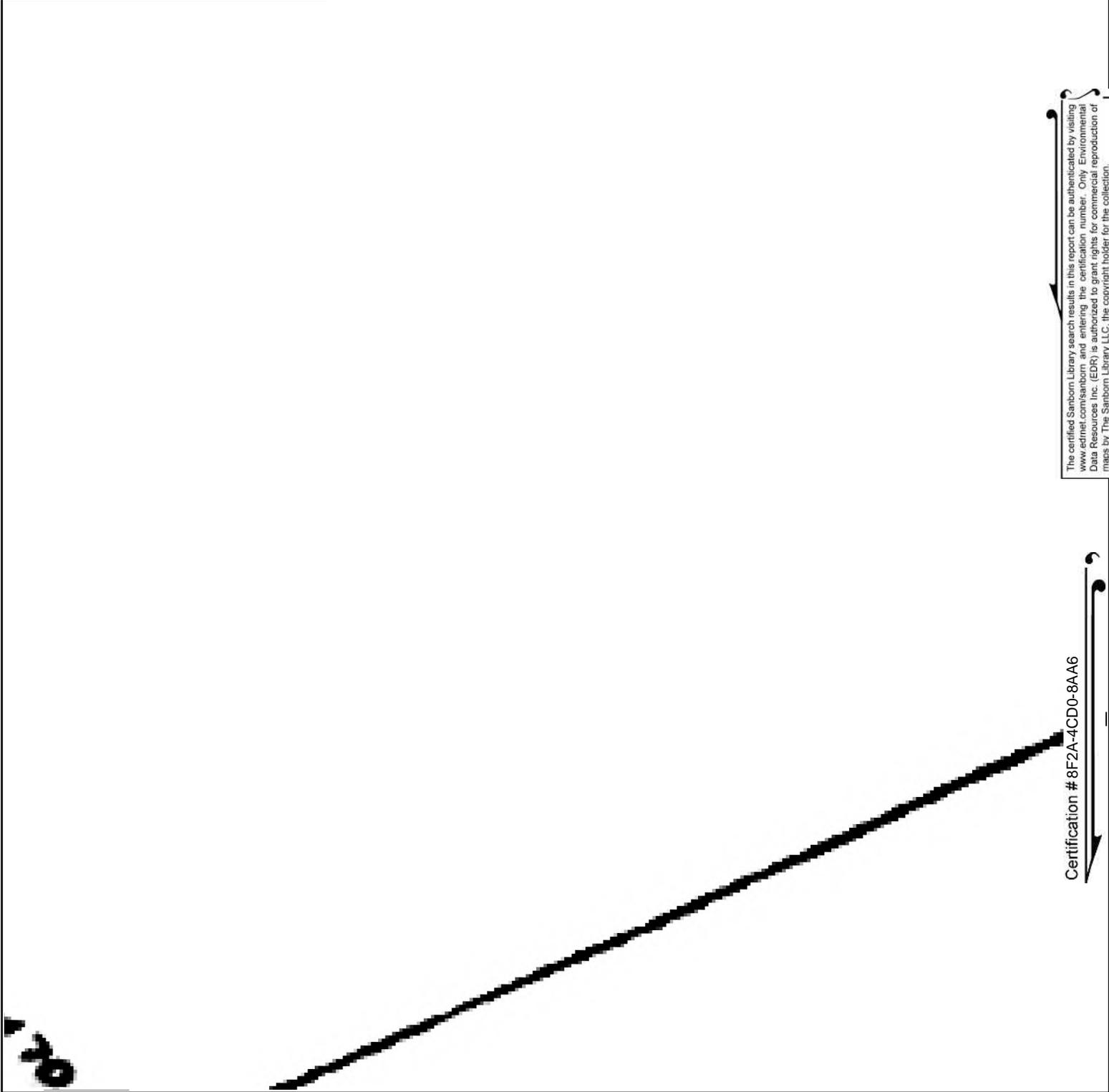
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 Copyright: 1989

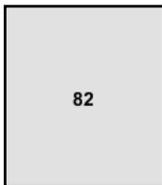
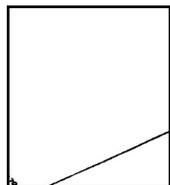
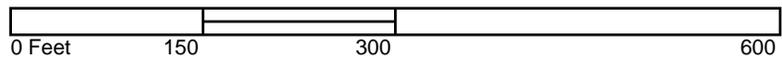


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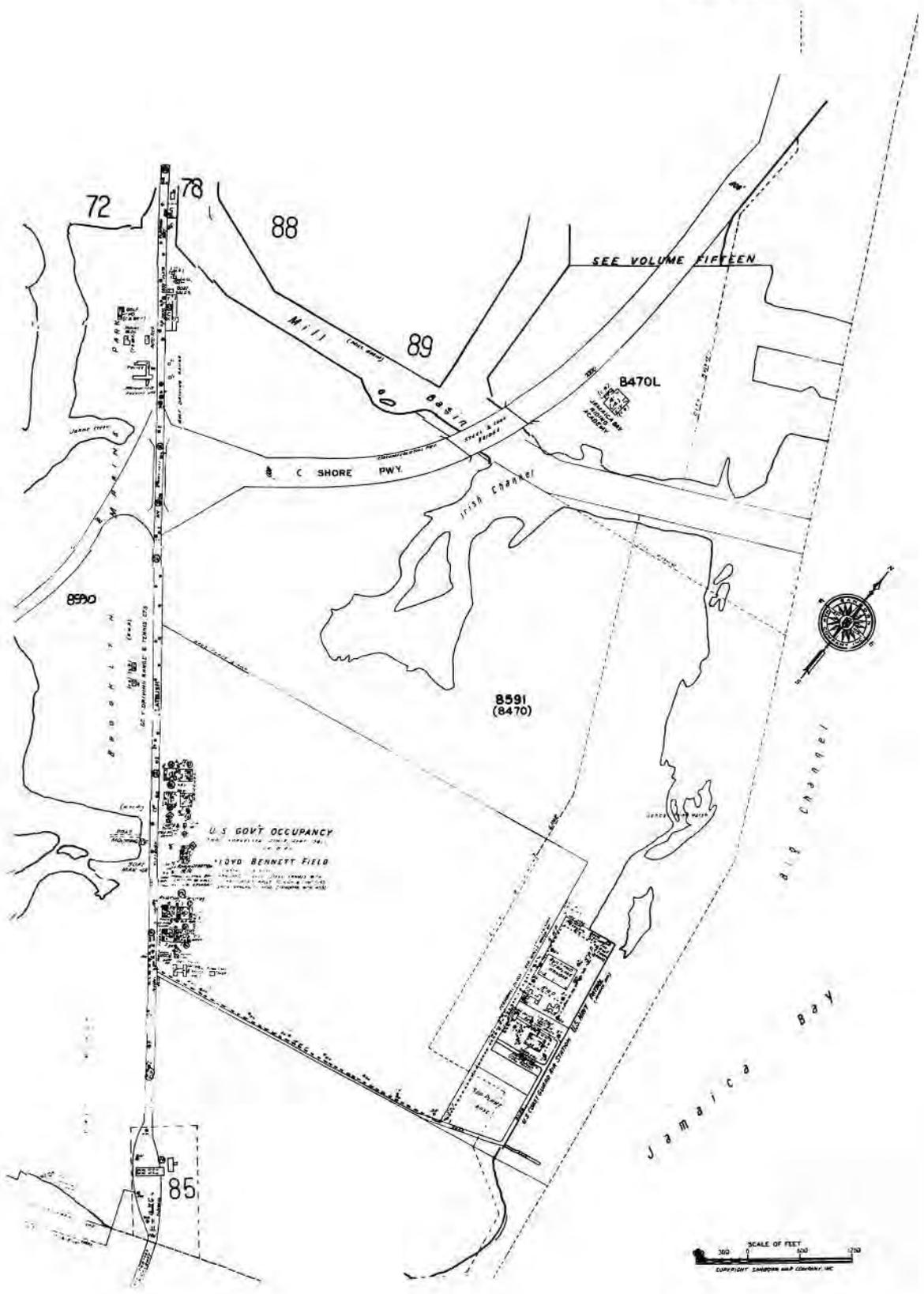


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EDR Inquiry: 7220379.3
Order Date: 01/11/2023
Certification # 8F2A-4CD0-8AA6
Copyright: 1987



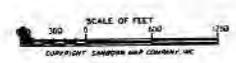
BROOKLYN, N.Y. VOL. 13
82

SCALE 60 FEET TO AN INCH

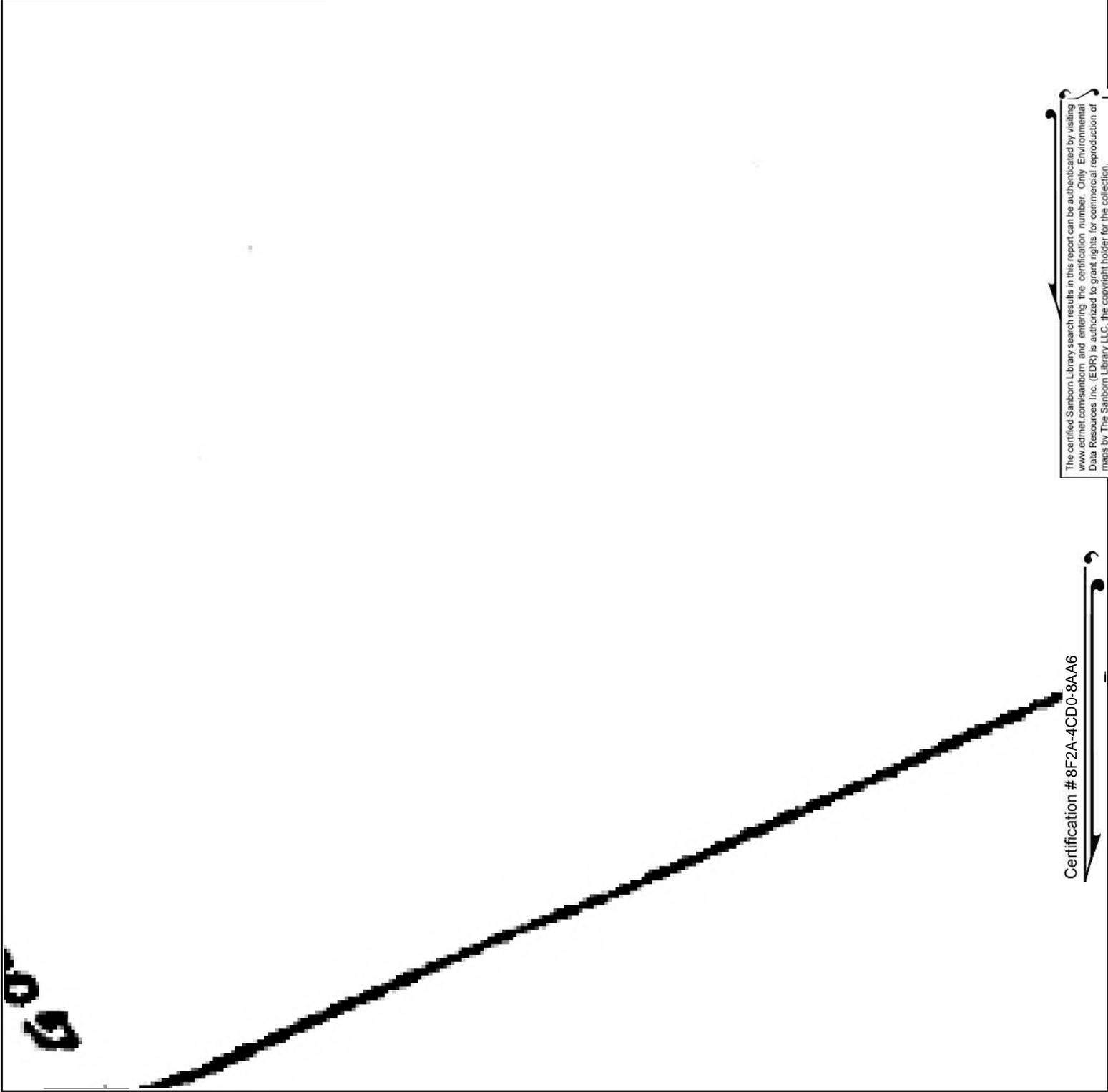


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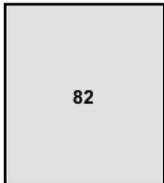
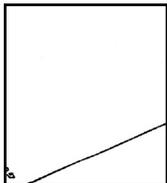
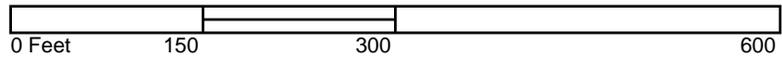
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 City, ST, ZIP: Brooklyn, NY 11234
 Client: WSP USA, Inc
 EDR Inquiry: 7220379.3
 Order Date: 01/11/2023
 Certification # 8F2A-4CD0-8AA6
 Copyright 1986



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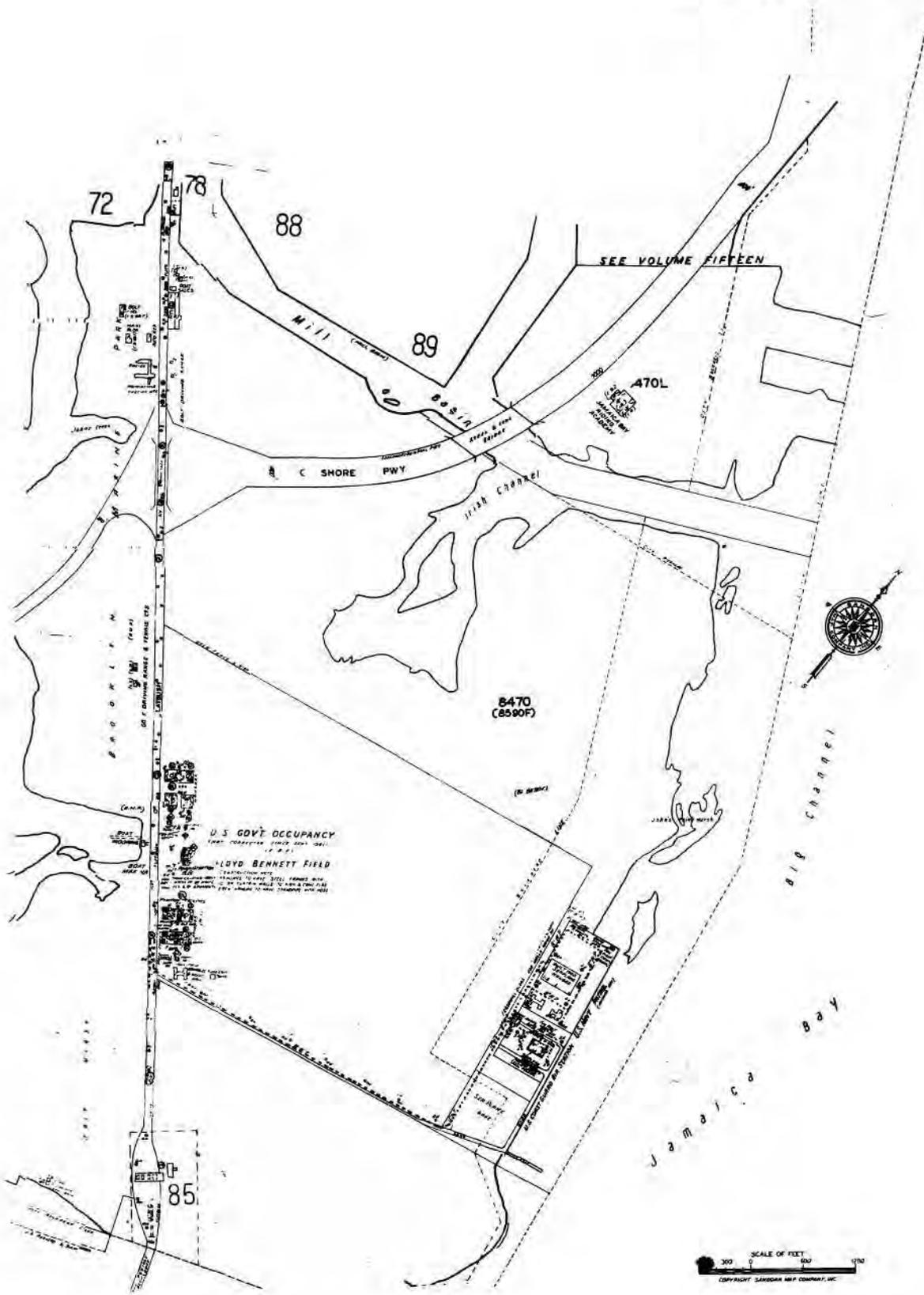


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City, ST, ZIP: Brooklyn, NY 11234
Client: WSP USA, Inc
EDR Inquiry: 7220379.3
Order Date: 01/11/2023
Certification #: 8F2A-4CD0-8AA6
Copyright: 1983



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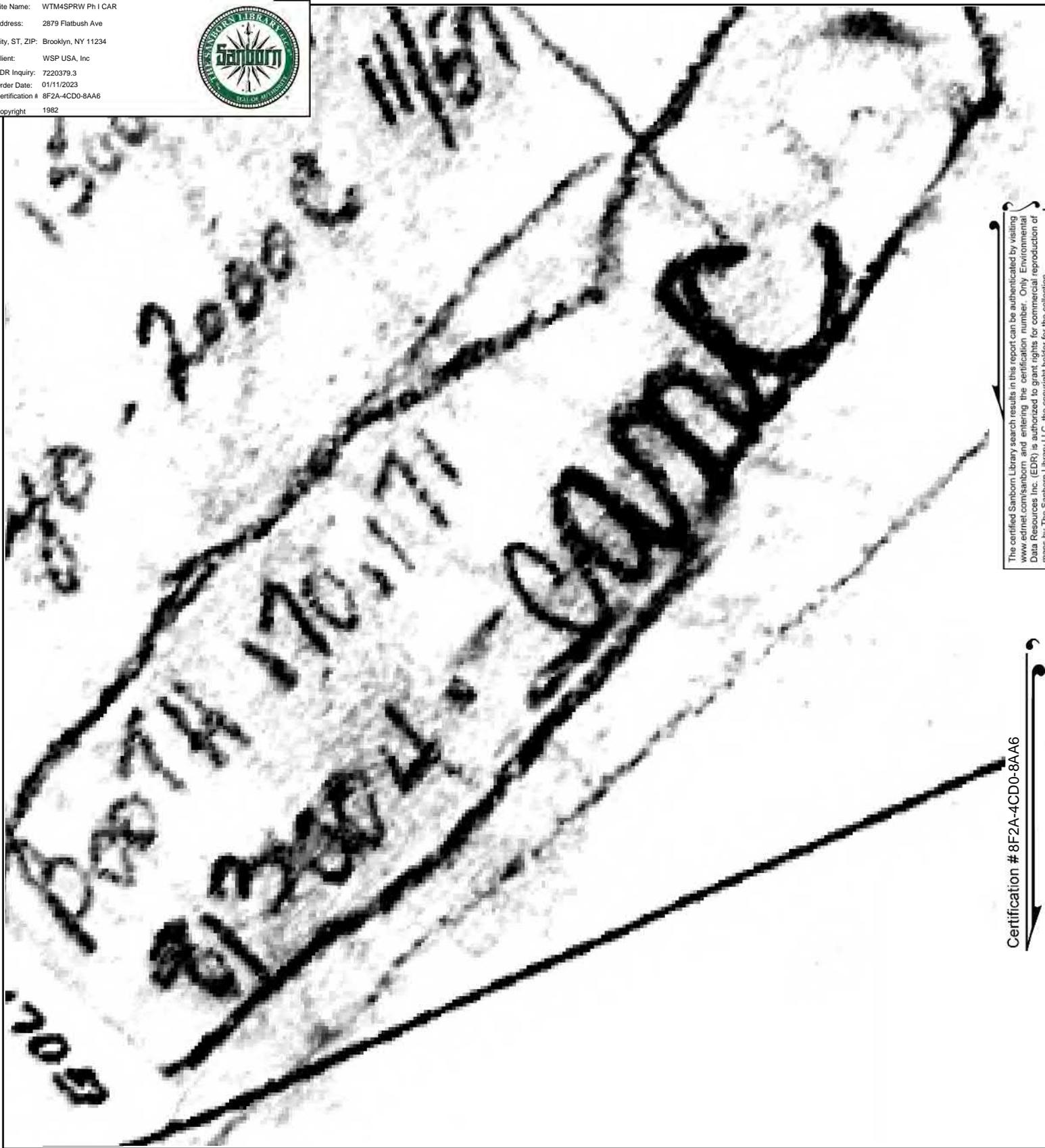
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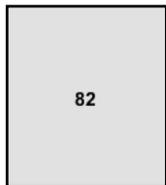
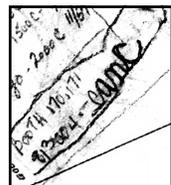
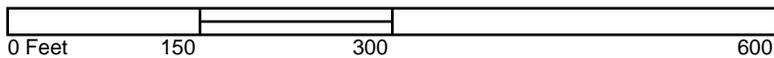
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 Client: WSP USA, Inc
 EDR Inquiry: 7220379.3
 Order Date: 01/11/2023
 Certification # 8F2A-4CD0-8AA6
 Copyright: 1982



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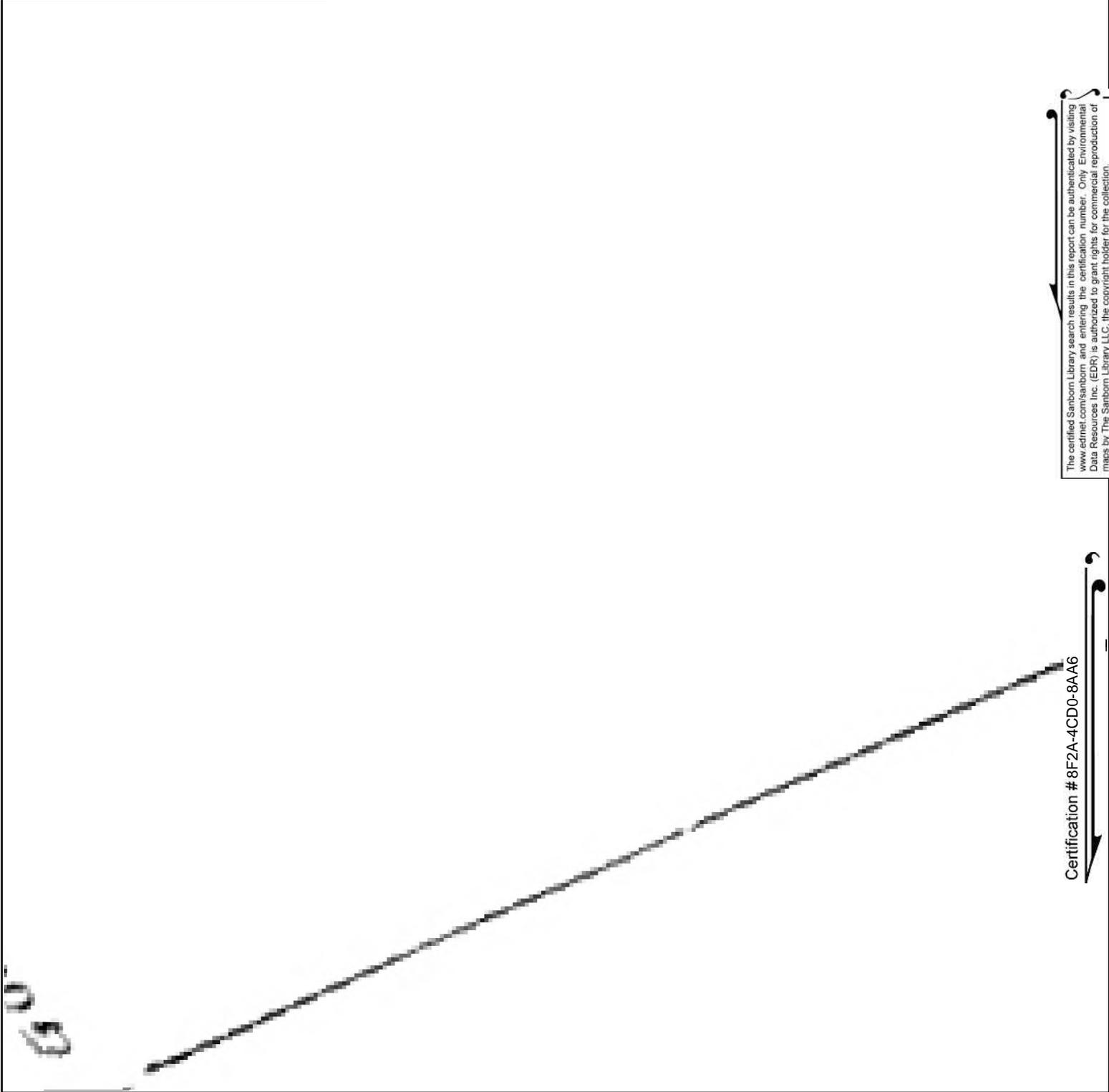
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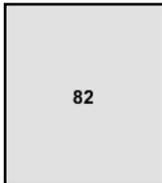
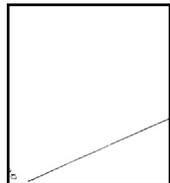
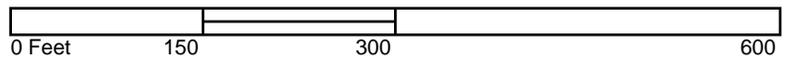
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 EDR Inquiry: 7220379.3
 Order Date: 01/11/2023
 Certification # 8F2A-4CD0-8AA6
 Copyright 1981



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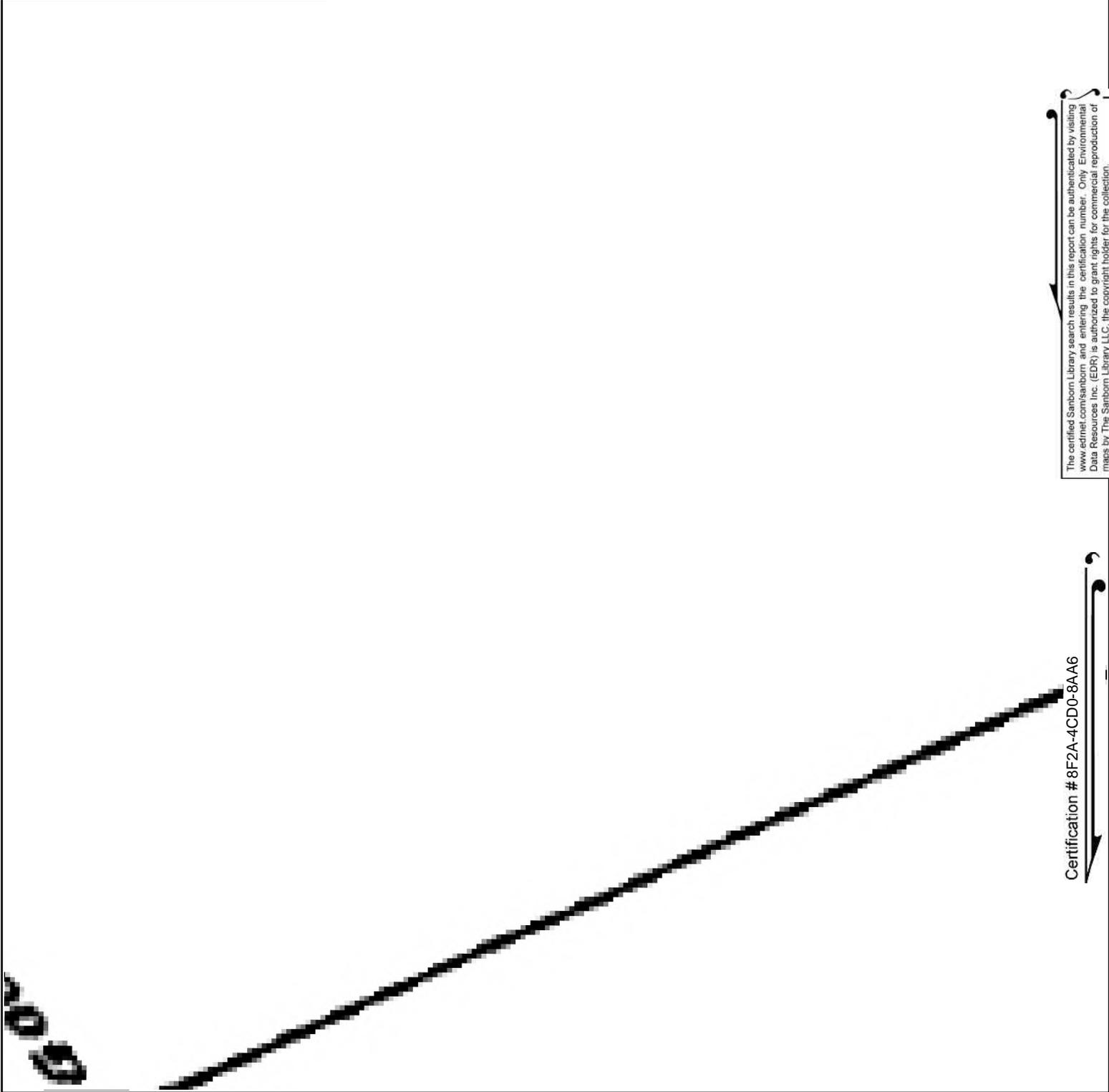
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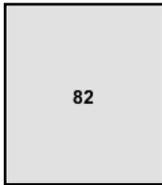
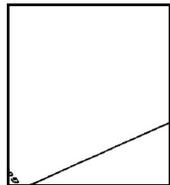
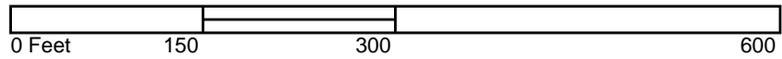
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 Copyright 1977



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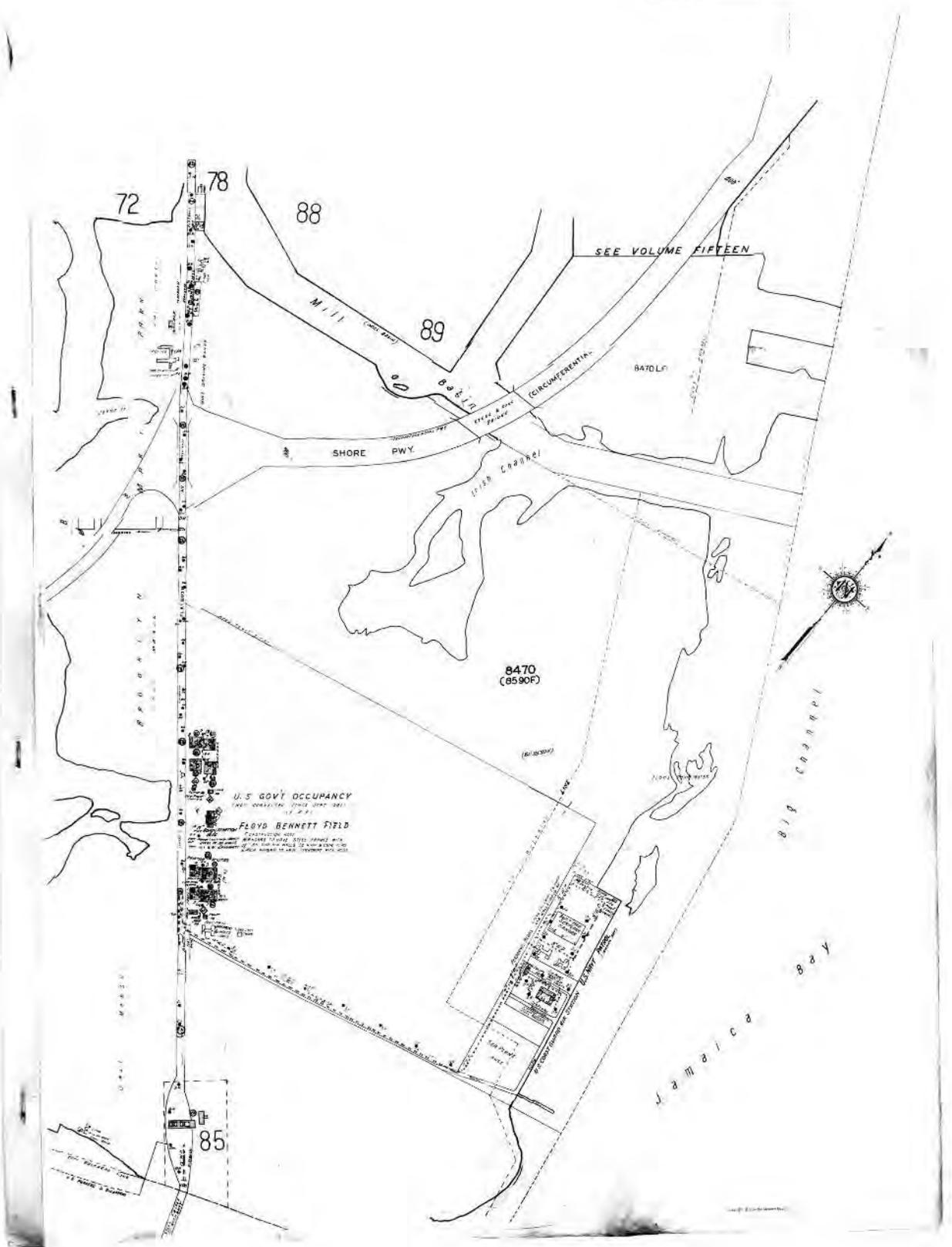


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Copyright: 1969



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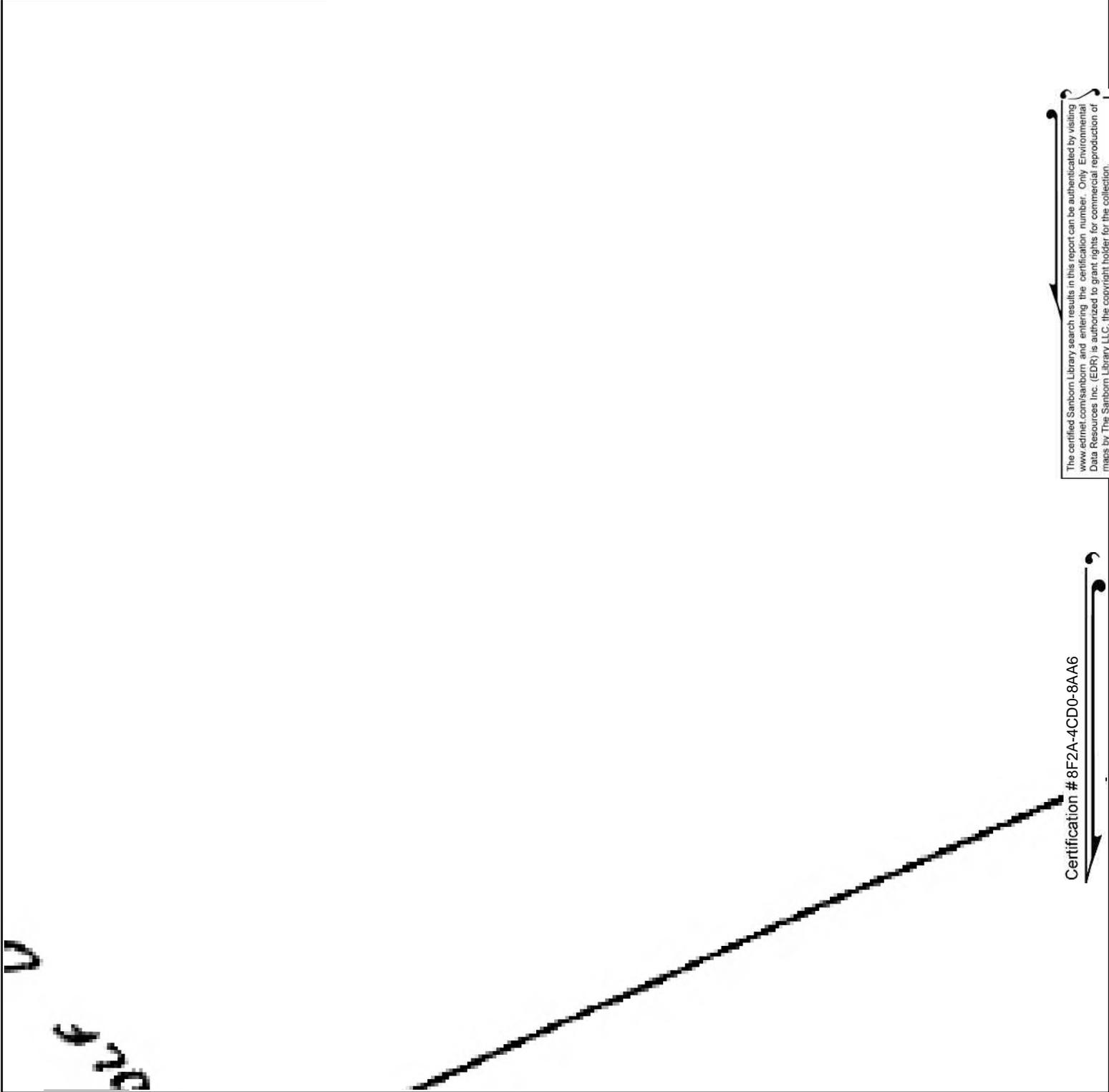
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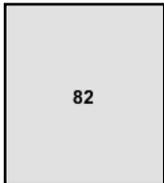
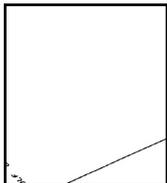
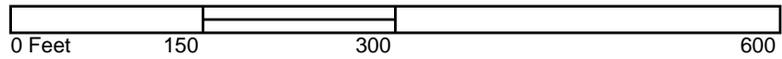
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 Copyright 1968



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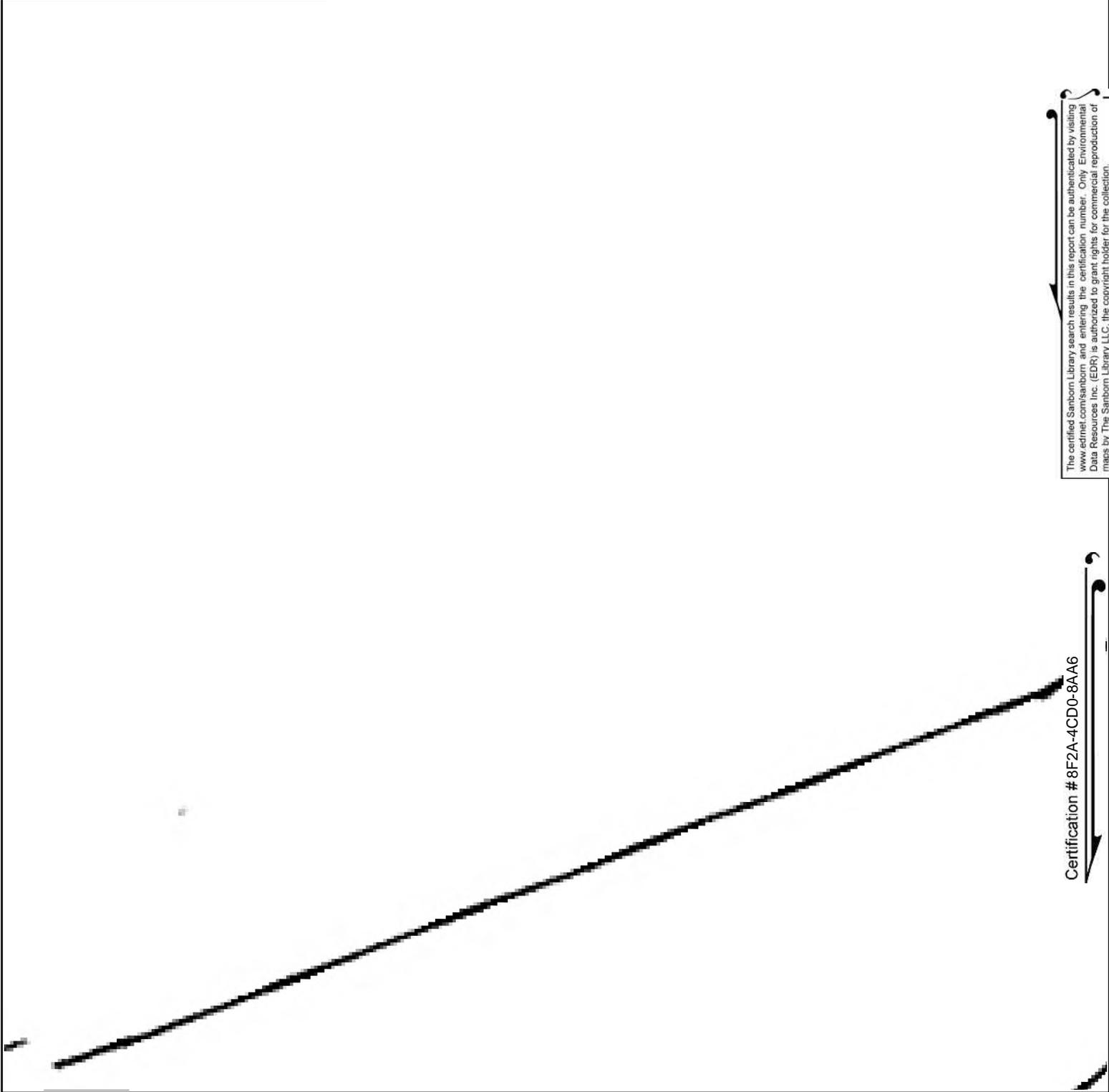
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 Order Date: 01/11/2023
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 Copyright: 1950

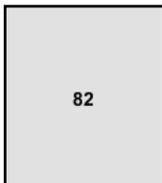
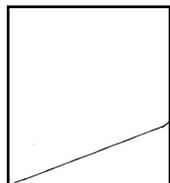
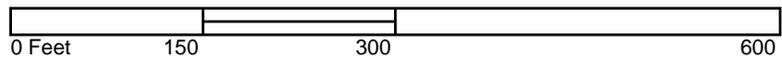


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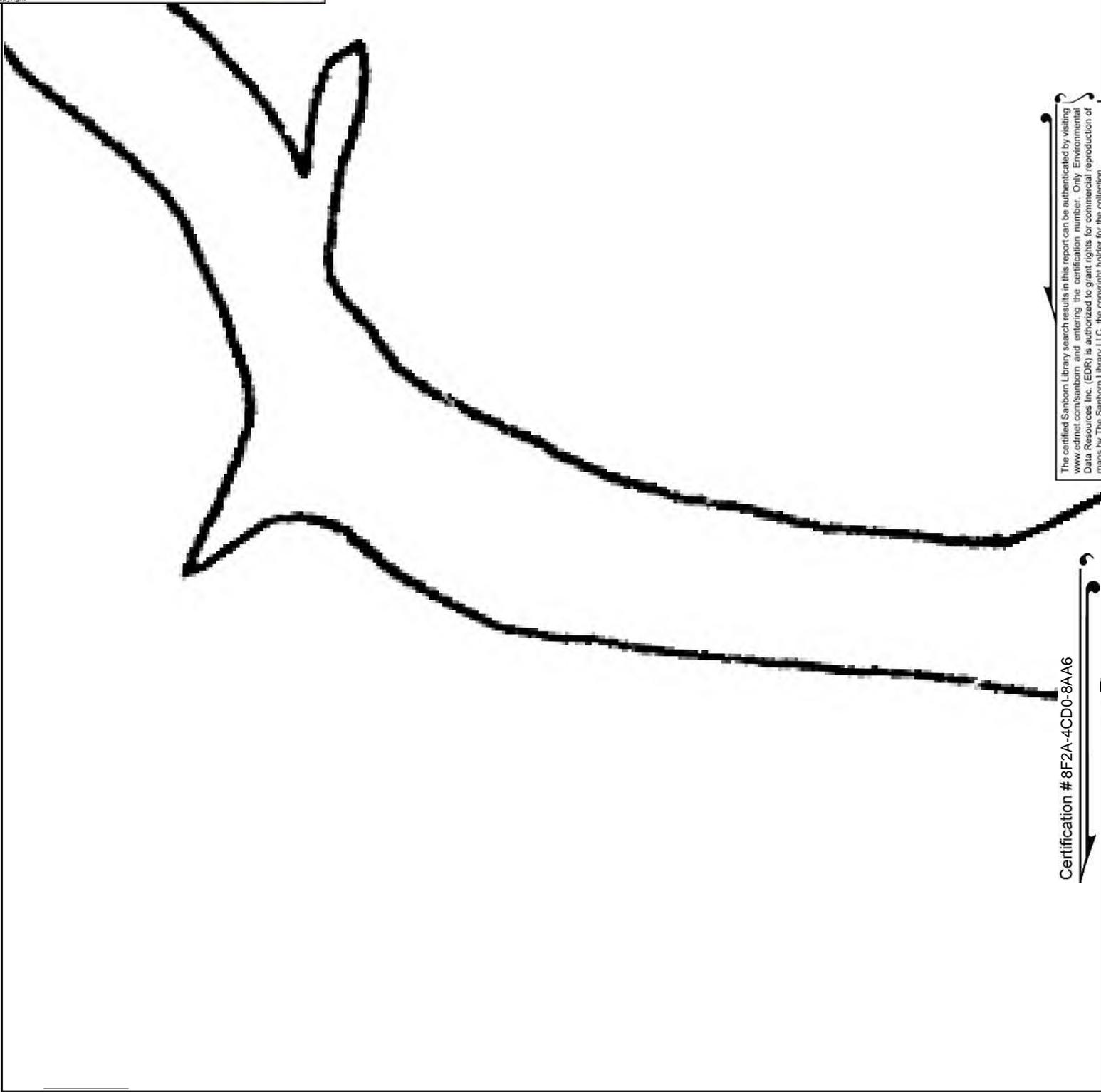
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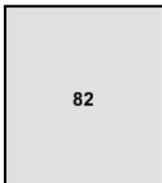
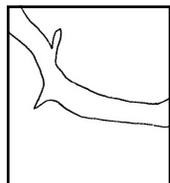
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 City, ST, ZIP: Brooklyn, NY 11234
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 EDR Inquiry: 7220379.3
 Order Date: 01/11/2023
 Certification # 8F2A-4CD0-8AA6
 Copyright: 1930



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APPENDIX G
CITY DIRECTORIES

WTM4SPRW Ph I CAR

2879 Flatbush Ave
Brooklyn, NY 11234

Inquiry Number: 7220379.5
January 09, 2023

The EDR-City Directory Abstract

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SECTION

Executive Summary

Findings

City Directory Images

Thank you for your business.

Please contact EDR at 1-800-352-0050
with any questions or comments.

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EXECUTIVE SUMMARY

DESCRIPTION

Environmental Data Resources, Inc.'s (EDR) City Directory Abstract is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR's City Directory Abstract includes a search and abstract of available city directory data. For each address, the directory lists the name of the corresponding occupant at five year intervals.

Business directories including city, cross reference and telephone directories were reviewed, if available, at approximately five year intervals for the years spanning 1928 through 2017. This report compiles information gathered in this review by geocoding the latitude and longitude of properties identified and gathering information about properties within 200 feet of the target property.

A summary of the information obtained is provided in the text of this report.

RECORD SOURCES

EDR's Digital Archive combines historical directory listings from sources such as Cole Information and Dun & Bradstreet. These standard sources of property information complement and enhance each other to provide a more comprehensive report.

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RESEARCH SUMMARY

The following research sources were consulted in the preparation of this report. An "X" indicates where information was identified in the source and provided in this report.

<u>Year</u>	<u>Source</u>	<u>TP</u>	<u>Adjoining</u>	<u>Text Abstract</u>	<u>Source Image</u>
2017	Cole Information Services	-	X	X	-
2014	Cole Information Services	-	X	X	-
2009	Cole Information Services	-	X	X	-
2005	Hill-Donnelly Corporation	-	X	X	-
2004	Cole Information Services	-	X	X	-
2000	Cole Information Services	-	X	X	-
1999	Cole Information Services	-	X	X	-
1997	NYNEX	-	X	X	-
1994	Cole Information Services	-	X	X	-
1992	NYNEX Informantion Resource Co.	-	X	X	-

EXECUTIVE SUMMARY

<u>Year</u>	<u>Source</u>	<u>TP</u>	<u>Adjoining</u>	<u>Text Abstract</u>	<u>Source Image</u>
1985	NYNEX Information Resources Company	-	X	X	-
1980	New York Telephone	-	-	-	-
1976	New York Telephone	-	X	X	-
	New York Telephone	X	X	X	-
1973	New York Telephone	-	X	X	-
1970	New York Telephone	-	X	X	-
1965	New York Telephone	-	X	X	-
1960	New York Telephone	-	X	X	-
	New York Telephone Company	-	X	X	-
1949	New York Telephone Company	-	-	-	-
1945	New York Telephone	-	-	-	-
1940	New York Telephone	-	-	-	-
1934	R. L. Polk & Co.	-	-	-	-
1928	New York Telephone	-	-	-	-

EXECUTIVE SUMMARY

SELECTED ADDRESSES

The following addresses were selected by the client, for EDR to research. An "X" indicates where information was identified.

<u>Address</u>	<u>Type</u>	<u>Findings</u>
2879 Flatbush Avenue	Client Entered	X

FINDINGS

TARGET PROPERTY INFORMATION

ADDRESS

2879 Flatbush Ave
Brooklyn, NY 11234

FINDINGS DETAIL

Target Property research detail.

FLATBUSH AVE

2879 FLATBUSH AVE

<u>Year</u>	<u>Uses</u>	<u>Source</u>
1976	KORVETTES SVCE STA	New York Telephone

Flatbush Avenue

2879 Flatbush Avenue

<u>Year</u>	<u>Uses</u>	<u>Source</u>
1976	KORVETTES SVCE STA	New York Telephone

FINDINGS

ADJOINING PROPERTY DETAIL

The following Adjoining Property addresses were researched for this report. Detailed findings are provided for each address.

FLATBUSH AVE

2875 FLATBUSH AVE

<u>Year</u>	<u>Uses</u>	<u>Source</u>
2017	TOYS R US	Cole Information Services
	CARLTON LAWRENCE	Cole Information Services
	TOYS R US NY	Cole Information Services
	SEA TRAVELERS MARINA INC	Cole Information Services
2014	SEA TRAVELERS MARINA INCORPORATED	Cole Information Services
	TOYS R US	Cole Information Services
	CARLTON LAWRENCE	Cole Information Services
2009	OCCUPANT UNKNOWN	Cole Information Services
	TOYS R US	Cole Information Services
	SEA TRAVELERS MARINA INC	Cole Information Services
2005	Sea Travelers Marina	Hill-Donnelly Corporation
	Toys R US	Hill-Donnelly Corporation
2004	BROOKLYN MARINE CORP	Cole Information Services
	SEA TRAVELERS REALTY CORP	Cole Information Services
	ONE STOP BAIT & FUEL	Cole Information Services
	SEA TRAVELERS MARINA INC	Cole Information Services
	OCCUPANT UNKNOWN	Cole Information Services
2000	ONE STOP BAIT & FL	Cole Information Services
	SEA TRVLRS MARINA	Cole Information Services
	TOYS R US	Cole Information Services
1999	TOYS R US	Cole Information Services
	SEA TRAVELERS MARINA INCORPORATED	Cole Information Services
1997	DANTONIO Julio	NYNEX
	Citycats Sailing Centre	NYNEX
	One Stop Bait & Fuel	NYNEX
	SEA TRAVELERS MARINE INC	NYNEX

FINDINGS

<u>Year</u>	<u>Uses</u>	<u>Source</u>
1997	Toys R Us	NYNEX
1994	ONE STOP BAIT & FUEL	Cole Information Services
	CITYCATS SAILING CENTER	Cole Information Services
	TOYS R US	Cole Information Services
	DENZER, VIVIAN	Cole Information Services
	SEA TRAVELERS MARINA INC	Cole Information Services
1992	CITY-CATS SAILING CENTER	NYNEX Informantion Resource Co.
	CITYCATS SAILING CENTER	NYNEX Informantion Resource Co.
	DENZER VIVIAN	NYNEX Informantion Resource Co.
	ONE STOP BAIT & FUEL	NYNEX Informantion Resource Co.
	SEA TRAVELERS MARINA INC	NYNEX Informantion Resource Co.
	TOYS-R-US	NYNEX Informantion Resource Co.
1985	CITYCATS SAILING CENTER	NYNEX Information Resources Company
	MILL BASIN BAIT INC	NYNEX Information Resources Company
	SEA TRAVELERS MARINA INC	NYNEX Information Resources Company
	TOYS R US	NYNEX Information Resources Company
1976	AMBROSTO MARINE CONSTR CORP	New York Telephone
	CORVETTS INBOARD BOAT REPRNG	New York Telephone
	CORVETTS SV/CE STA	New York Telephone
	GERRITSEN BROKERAGE	New York Telephone
	GREAT EASTERN AUTO DEPT	New York Telephone
	GREAT EASTERN CAMERAS DEPT	New York Telephone
	GREAT EASTERN MENS APPRL	New York Telephone
	GREAT EASTERN PETS DEPT	New York Telephone
	GREAT EASTERN SHOES DEPT	New York Telephone
	GREAT EASTERN TOYS DEPT	New York Telephone
	GREAT EASTERN APPAREL DEPT	New York Telephone
	GREAT EASTERN HARDWARE	New York Telephone
	GREAT EASTERN JEWELRY DEPT	New York Telephone
	GREAT EASTERN LINENS INC	New York Telephone
	GREAT EASTERN RECORD DEPT	New York Telephone
	GREAT EASTERN STATIONERY	New York Telephone

FINDINGS

<u>Year</u>	<u>Uses</u>	<u>Source</u>
1976	GREAT EASTERN STORES	New York Telephone
	METEOR MARINA INC	New York Telephone
	METEOR MARINA INC	New York Telephone
	ONE STOP BAIT & GAS BARGE	New York Telephone
	S & S MARINE SVCE INC	New York Telephone
1973	Bennett Toys	New York Telephone
	Corvetts Inboard Boat Reprng	New York Telephone
	Cormetts Svce Sta	New York Telephone
	Floyd Bennett Stores	New York Telephone
	Floyd Hsew rs Inc	New York Telephone
	Floyds Apparel Dept	New York Telephone
	Floyds Automotive Dept	New York Telephone
	Floyds Camera Dept	New York Telephone
	Floyds Jew elry Dept	New York Telephone
	Floyds Record Dept	New York Telephone
	Floyds Shoe Dept	New York Telephone
	Floyds Stationery Dept	New York Telephone
	Gerritsen Brokerage	New York Telephone
	Great Eastern Linens Inc	New York Telephone
	Meteor Marina Inc	New York Telephone
	Meteor Marina Inc	New York Telephone
	1970	Ambrosio Marine Const Corp
Bennett Toys		New York Telephone
Floyd Bennett Stores		New York Telephone
Floyd Hsew rs Inc		New York Telephone
Floyds Pet Dept		New York Telephone
Gerritsen Brokerage		New York Telephone
Great Eastern Linens Inc		New York Telephone
Meteor Marina Inc		New York Telephone
Neils Svce Sta		New York Telephone
Sloves Bros Inc		New York Telephone
United Shirt Shops Inc	New York Telephone	

FINDINGS

<u>Year</u>	<u>Uses</u>	<u>Source</u>
1965	Bennett Toy Corp	New York Telephone
	Floyd Bennett Stores	New York Telephone
	K & K Tradg Co linens	New York Telephone
	Meteor Marina Inc	New York Telephone
	Shangri La Gas Sta	New York Telephone
	Sloves Bros Inc	New York Telephone
	Sternbach Bernard ins	New York Telephone
1960	BENNETT S DISCOUNT DEPT STORE	New York Telephone
	BENNETT S DISCOUNT MART UNITED SHIRT SHOP	New York Telephone
	BENNETT S DISCOUNT MART UNITED SHIRT SHOP	New York Telephone
	BENNETT S DISCOUNT MART UNITED SHIRT SHOP	New York Telephone
	BENNETT S DISCOUNT MART UNITED SHIRT SHOP	New York Telephone
	BENNETT S DISCOUNT MART UNITED SHIRT SHOP	New York Telephone
	BENNETT S DISCOUNT MART UNITED SHIRT SHOP	New York Telephone
	BENNETT S DISCOUNT MART UNITED SHIRT SHOP	New York Telephone
	BENNETT S DISCOUNT MART UNITED SHIRT SHOP	New York Telephone
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	BENNETT S DISCOUNT MART UNITED SHIRT SHOP	New York Telephone
	BENNETT S DISCOUNT MART UNITED SHIRT SHOP	New York Telephone
	BENNETT S DISCOUNT MART UNITED SHIRT SHOP	New York Telephone
	BENNETT S DISCOUNT MART UNITED SHIRT SHOP	New York Telephone
	BENNETT S DISCOUNT MART UNITED SHIRT SHOP	New York Telephone
	DILBERT S BIG BEN MAIN OFFICE & WAREHSE GLNDL	New York Telephone
	JERICO NORTHERN CORN	New York Telephone
	K & K TRADG CO LINENS	New York Telephone
SHORE HRDSR	New York Telephone	
BENNETTS DISCOUNT DEPT STORE	New York Telephone Company	
BENNETTS DISCOUNT MART United Shirt Shop	New York Telephone Company	
BENNETTS DISCOUNT MART United Shirt Shop	New York Telephone Company	
Exec Office	New York Telephone Company	

FINDINGS

<u>Year</u>	<u>Uses</u>	<u>Source</u>
1960	BENNETTS DISCOUNT MART United Shirt Shop	New York Telephone Company
	Arena Hsew rs Inc	New York Telephone Company
	Bennett Toy Corp	New York Telephone Company
	Bennett Toy Corp	New York Telephone Company
	Burts Herald Sq Inc w omns appri	New York Telephone Company
	Bennett Toy Corp	New York Telephone Company
	Gabbee Cosmetic Inc	New York Telephone Company
	Bennett Toy Corp	New York Telephone Company
	Siegel Marvin cndy & nuts	New York Telephone Company
	Bennett Toy Corp	New York Telephone Company
	Sloves Bros Inc	New York Telephone Company
	Bennett Toy Corp	New York Telephone Company
	Sternbach Bernard ins	New York Telephone Company
	DILBERTS BIG BEN Main Office & Warehse	New York Telephone Company
	Jerico Northern Corn	New York Telephone Company
	K & K Tradg Co linens	New York Telephone Company
	Shore Hrdsr	New York Telephone Company

2880 FLATBUSH AVE

<u>Year</u>	<u>Uses</u>	<u>Source</u>
2017	MARINE PARK GOLF COURSE	Cole Information Services
2014	MARINE PARK GOLF COURSE	Cole Information Services
2004	GOLF MANAGEMENT CORP	Cole Information Services
	MARINE PARK GOLF COURSE	Cole Information Services
	THE TURN RESTAURANT INC	Cole Information Services
	WILMOT MORRIS	Cole Information Services
1999	NEW YORK CITY OF PARKS & RECREATION DEPARTMENT OF	Cole Information Services
	THE TURN RESTAURANT INCORPORATED	Cole Information Services
	MARINE PARK GOLF COURSE	Cole Information Services
	BANK RESTAURANT CORPORATION	Cole Information Services
1994	NYC DEPT OF PARKS & RECREATION-GOLF COURSES-MARINE PARK	Cole Information Services

FINDINGS

<u>Year</u>	<u>Uses</u>	<u>Source</u>
1994	BK RESTAURANT CORP	Cole Information Services

2882 FLATBUSH AVE

<u>Year</u>	<u>Uses</u>	<u>Source</u>
1999	GOLF MANAGMNT CORPORATION	Cole Information Services
1994	GOLF MANAGMNT CORP	Cole Information Services

FINDINGS

ADJOINING PROPERTY: ADDRESSES NOT IDENTIFIED IN RESEARCH SOURCE

The following Adjoining Property addresses were researched for this report, and the addresses were not identified in research source.

Address Researched

2875 FLATBUSH AVE

2875 FLATBUSH AVE

2880 FLATBUSH AVE

2882 FLATBUSH AVE

Address Not Identified in Research Source

2017, 2014, 2009, 2004, 1999, 1994, 1980, 1949, 1945, 1940, 1934, 1928

2005, 2000, 1997, 1992, 1985, 1980, 1976, 1973, 1970, 1965, 1960, 1949, 1945, 1940, 1934, 1928

2009, 2005, 2000, 1997, 1992, 1985, 1980, 1976, 1973, 1970, 1965, 1960, 1949, 1945, 1940, 1934, 1928

2017, 2014, 2009, 2005, 2004, 2000, 1997, 1992, 1985, 1980, 1976, 1973, 1970, 1965, 1960, 1949, 1945, 1940, 1934, 1928

TARGET PROPERTY: ADDRESS NOT IDENTIFIED IN RESEARCH SOURCE

The following Target Property addresses were researched for this report, and the addresses were not identified in the research source.

Address Researched

2879 Flatbush Ave

Address Not Identified in Research Source

2017, 2014, 2009, 2005, 2004, 2000, 1999, 1997, 1994, 1992, 1985, 1980, 1973, 1970, 1965, 1960, 1949, 1945, 1940, 1934, 1928

APPENDIX H
REGULATORY AGENCY DATABASE REPORT

WTM4SPRW Ph I CAR

2879 Flatbush Ave
Brooklyn, NY 11234

Inquiry Number: 7220379.2s
January 09, 2023

The EDR Radius Map™ Report with GeoCheck®



6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

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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

2879 FLATBUSH AVE
BROOKLYN, NY 11234

COORDINATES

Latitude (North): 40.6001140 - 40° 36' 0.41"
Longitude (West): 73.9100390 - 73° 54' 36.14"
Universal Transverse Mercator: Zone 18
UTM X (Meters): 592222.5
UTM Y (Meters): 4494727.0
Elevation: 6 ft. above sea level

USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property Map: 14105972 CONEY ISLAND, NY
Version Date: 2019

AERIAL PHOTOGRAPHY IN THIS REPORT

Portions of Photo from: 20150522
Source: USDA

MAPPED SITES SUMMARY

Target Property Address:
2879 FLATBUSH AVE
BROOKLYN, NY 11234

Click on Map ID to see full detail.

MAP ID	SITE NAME	ADDRESS	DATABASE ACRONYMS	RELATIVE ELEVATION	DIST (ft. & mi.) DIRECTION
1	TOYS 'R US	2875 & 2879 FLATBUSH	NY SPDES		TP
A2	MARINE PARK GOLF COU	2880 FLATBUSH AVE	NY SWF/LF	Higher	96, 0.018, WSW
A3	MARINE PARK GOLF COU	2880 FLATBUSH AVE	NY SWF/LF	Higher	96, 0.018, WSW
B4	CON EDISON MANHOLE:	2875 FLATBUSH AVE	NJ MANIFEST	Lower	343, 0.065, NW
B5	CON EDISON MANHOLE:	2875 FLATBUSH AVE	RCRA NonGen / NLR, NY MANIFEST	Lower	343, 0.065, NW
B6	SEA TRAVELERS MARINA	2875 FLATBUSH AVENUE	NY UST, NY AST, NY MANIFEST	Lower	343, 0.065, NW
B7	SEA TRAVELERS MARINA	2875 FLATBUSH AVE	NY Spills	Lower	343, 0.065, NW
B8	SOIL	2859 FLATBUSH AVE	NY Spills	Higher	449, 0.085, WNW
9	GATEWAY NAT'L RECREA	FLOYD BENNETT FIELD	NY LTANKS	Higher	798, 0.151, WNW
10	CON EDISON	FLATBUSH AVE & BELT	RCRA NonGen / NLR, NJ MANIFEST, NY MANIFEST	Higher	977, 0.185, SSE
11	MILL BASIN	MILL BASIN	NY LTANKS, NY Spills	Lower	2047, 0.388, NNE
C12	MARINE PARKWAY BRIDG	2901 FLATBUSH AVENUE	NY LTANKS, NY Spills	Higher	2163, 0.410, SSE
C13	MARINE PARK GARAGE D	2900 FLATBUSH AVE/MA	NY LTANKS, NY Spills	Higher	2186, 0.414, SSE
C14	HIGHWAY PATROL PRECI	2900 FLATBUSH AVENUE	NY LTANKS, NY Spills	Higher	2186, 0.414, SSE

EXECUTIVE SUMMARY

TARGET PROPERTY SEARCH RESULTS

The target property was identified in the following records. For more information on this property see page 8 of the attached EDR Radius Map report:

<u>Site</u>	<u>Database(s)</u>	<u>EPA ID</u>
TOYS 'R US 2875 & 2879 FLATBUSH BROOKLYN, NY 11234	NY SPDES Permit Number: NYR10W504	N/A

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

Lists of Federal RCRA generators

RCRA-LQG..... RCRA - Large Quantity Generators

EXECUTIVE SUMMARY

RCRA-SQG..... RCRA - Small Quantity Generators
RCRA-VSQG..... RCRA - Very Small Quantity Generators (Formerly Conditionally Exempt Small Quantity Generators)

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 hazardous waste facilities

NY SHWS..... Inactive Hazardous Waste Disposal Sites in New York State

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 CBS UST..... Chemical Bulk Storage Database
NY MOSF UST..... Major Oil Storage Facilities Database
NY CBS..... Chemical Bulk Storage Site Listing
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 Facility Listing

State and tribal institutional control / engineering control registries

NY RES DECL..... Restrictive Declarations Listing
NY ENG CONTROLS..... Registry of Engineering Controls
NY INST CONTROL..... Registry of Institutional Controls

Lists of state and tribal voluntary cleanup sites

NY VCP..... Voluntary Cleanup Agreements
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 Brownfield lists

US BROWNFIELDS..... A Listing of Brownfields Sites

EXECUTIVE SUMMARY

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
ICIS.....	Integrated Compliance Information 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

EXECUTIVE SUMMARY

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 AIRS.....	Aerometric Information Retrieval System Facility Subsystem
US MINES.....	Mines Master Index File
ABANDONED MINES.....	Abandoned Mines
FINDS.....	Facility Index System/Facility Registry System
UXO.....	Unexploded Ordnance Sites
ECHO.....	Enforcement & Compliance History Information
DOCKET HWC.....	Hazardous Waste Compliance Docket Listing
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 DRYCLEANERS.....	Registered Drycleaners
NY E DESIGNATION.....	E DESIGNATION SITE LISTING
NY Financial Assurance.....	Financial Assurance Information Listing
NY HSWDS.....	Hazardous Substance Waste Disposal Site Inventory
NY VAPOR REOPENED.....	Vapor Intrusion Legacy Site List
NY UIC.....	Underground Injection Control Wells
NY COOLING TOWERS.....	Registered Cooling Towers
NY LEAD.....	Lead-based Paint Testing Results
MINES MRDS.....	Mineral Resources Data System

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP.....	EDR Proprietary Manufactured Gas Plants
EDR Hist Auto.....	EDR Exclusive Historical Auto Stations
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
-----------------	--

EXECUTIVE SUMMARY

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 state and tribal landfills and solid waste disposal facilities

NY SWF/LF: The Solid Waste Facilities/Landfill Sites records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. The data come from the list.

A review of the NY SWF/LF list, as provided by EDR, and dated 12/21/2022 has revealed that there are 2 NY SWF/LF sites within approximately 0.5 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
MARINE PARK GOLF COU	2880 FLATBUSH AVE	WSW 0 - 1/8 (0.018 mi.)	A2	8
MARINE PARK GOLF COU	2880 FLATBUSH AVE	WSW 0 - 1/8 (0.018 mi.)	A3	9

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 08/08/2022 has revealed that there are 5 NY LTANKS sites within approximately 0.5 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
GATEWAY NAT'L RECREA Spill Number/Closed Date: 9911842 / 2005-12-23 Site ID: 295074 Spill Date: 2000-01-07	FLOYD BENNETT FIELD	WNW 1/8 - 1/4 (0.151 mi.)	9	35
MARINE PARKWAY BRIDG Spill Number/Closed Date: 9100096 / 2003-12-09 Spill Number/Closed Date: 9201989 / 2004-01-02 Spill Number/Closed Date: 9310215 / 2003-12-23 Site ID: 206385	2901 FLATBUSH AVENUE	SSE 1/4 - 1/2 (0.410 mi.)	C12	44

EXECUTIVE SUMMARY

Site ID: 206386
 Site ID: 206387
 Spill Date: 1991-04-02
 Spill Date: 1991-05-01
 Spill Date: 1993-11-22

MARINE PARK GARAGE D	2900 FLATBUSH AVE/MA	SSE 1/4 - 1/2 (0.414 mi.)	C13	51
Spill Number/Closed Date: 9609489 / 2003-10-31				
Spill Number/Closed Date: 9814401 / 2003-10-31				
Spill Number/Closed Date: 0101836 / 2009-04-14				
Site ID: 121506				
Site ID: 121507				
Site ID: 251422				
Spill Date: 1996-10-29				
Spill Date: 1999-03-02				
Spill Date: 2001-05-17				

HIGHWAY PATROL PRECI	2900 FLATBUSH AVENUE	SSE 1/4 - 1/2 (0.414 mi.)	C14	67
Spill Number/Closed Date: 9815454 / 2003-04-24				
Site ID: 302212				
Spill Date: 1999-03-29				

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
MILL BASIN	MILL BASIN	NNE 1/4 - 1/2 (0.388 mi.)	11	41
Spill Number/Closed Date: 9503227 / 1995-06-15				
Site ID: 203701				
Spill Date: 1995-06-15				

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 is 1 NY UST site within approximately 0.25 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
SEA TRAVELERS MARINA	2875 FLATBUSH AVENUE	NW 0 - 1/8 (0.065 mi.)	B6	15
Database: UST, Date of Government Version: 09/19/2022				

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 is 1 NY AST site within approximately 0.25 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
SEA TRAVELERS MARINA	2875 FLATBUSH AVENUE	NW 0 - 1/8 (0.065 mi.)	B6	15
Database: AST, Date of Government Version: 09/19/2022				

EXECUTIVE SUMMARY

Facility Id: 2-329231

ADDITIONAL ENVIRONMENTAL RECORDS

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 08/08/2022 has revealed that there are 2 NY Spills sites within approximately 0.125 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
SOIL Spill Number/Closed Date: 1503331 / 2015-08-21 Site ID: 509630 Spill Date: 2015-06-25	2859 FLATBUSH AVE	WNW 0 - 1/8 (0.085 mi.)	B8	33

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
SEA TRAVELERS MARINA Spill Number/Closed Date: 1501372 / 2015-05-07 Site ID: 507571 Spill Date: 2015-05-07	2875 FLATBUSH AVE	NW 0 - 1/8 (0.065 mi.)	B7	32

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 2 RCRA NonGen / NLR sites within approximately 0.25 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
CON EDISON EPA ID:: NYP004197547	FLATBUSH AVE & BELT	SSE 1/8 - 1/4 (0.185 mi.)	10	36

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
CON EDISON MANHOLE: EPA ID:: NYP004278024	2875 FLATBUSH AVE	NW 0 - 1/8 (0.065 mi.)	B5	11

EXECUTIVE SUMMARY

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 3 NY MANIFEST sites within approximately 0.25 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
CON EDISON EPA ID: NYP004197547	FLATBUSH AVE & BELT	SSE 1/8 - 1/4 (0.185 mi.)	10	36
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
CON EDISON MANHOLE: EPA ID: NYP004278024	2875 FLATBUSH AVE	NW 0 - 1/8 (0.065 mi.)	B5	11
SEA TRAVELERS MARINA EPA ID: NYP004519427	2875 FLATBUSH AVENUE	NW 0 - 1/8 (0.065 mi.)	B6	15

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 2 NJ MANIFEST sites within approximately 0.25 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
CON EDISON EPA ID: NYP004197547	FLATBUSH AVE & BELT	SSE 1/8 - 1/4 (0.185 mi.)	10	36
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
CON EDISON MANHOLE: EPA ID: NYP004278024	2875 FLATBUSH AVE	NW 0 - 1/8 (0.065 mi.)	B4	10

EXECUTIVE SUMMARY

Due to poor or inadequate address information, the following sites were not mapped. Count: 14 records.

<u>Site Name</u>	<u>Database(s)</u>
DAVIDSON PIPE SUPPLY COMPANY	NY SHWS
BRAGG STREET AVENUE W GW	NY SHWS
DEAD HORSE BAY	SEMS
GOLDEN TOUCH CLEANERS	NY DRYCLEANERS
RALPH AVE	NY SWF/LF
CRESCENT STREET - SHERIDAN & FAIRF	NY SWF/LF
MARINE PARK	NY SWF/LF
STRICKLAND AVE	NY SWF/LF
SEAVIEW PARK	NY SWF/LF
SOUTH SHORE INCINERATOR	NY SWF/LF
FOUNTAIN AVE	NY SWF/LF
CALVER VAUX/DRIER OFFERMAN	NY SWF/LF
PENNSYLVANIA AVE	NY SWF/LF
MILL AVE. / BROOKLYN, NEW	NY LTANKS

OVERVIEW MAP - 7220379.2S



 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

 Pipelines

 Special Flood Hazard Area (1%)

 0.2% Annual Chance Flood Hazard

 National Wetland Inventory

 State Wetlands

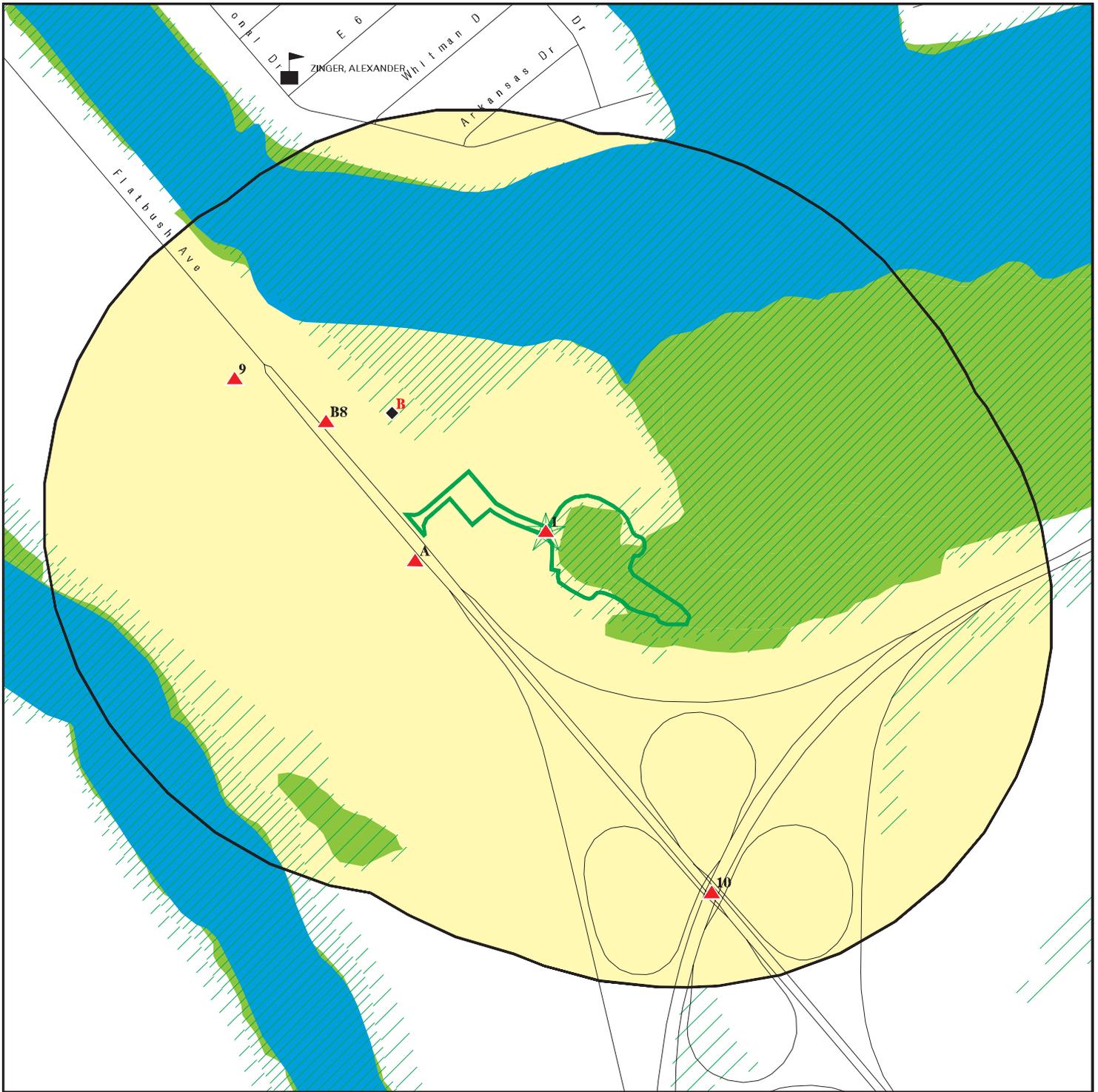


This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: WTM4SPRW Ph I CAR
 ADDRESS: 2879 Flatbush Ave
 Brooklyn NY 11234
 LAT/LONG: 40.600114 / 73.910039

CLIENT: WSP USA, Inc
 CONTACT: Jonathan Ganz
 INQUIRY #: 7220379.2s
 DATE: January 09, 2023 3:41 pm

DETAIL MAP - 7220379.2S



-  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

-  Indian Reservations BIA
-  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: WTM4SPRW Ph I CAR
 ADDRESS: 2879 Flatbush Ave
 Brooklyn NY 11234
 LAT/LONG: 40.600114 / 73.910039

CLIENT: WSP USA, Inc
 CONTACT: Jonathan Ganz
 HAZ-106 INQUIRY #: 7220379.2s
 DATE: January 09, 2023 3:44 pm

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								
<i>Lists of Federal NPL (Superfund) sites</i>								
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
<i>Lists of Federal Delisted NPL sites</i>								
Delisted NPL	1.000		0	0	0	0	NR	0
<i>Lists of Federal sites subject to CERCLA removals and CERCLA orders</i>								
FEDERAL FACILITY	0.500		0	0	0	NR	NR	0
SEMS	0.500		0	0	0	NR	NR	0
<i>Lists of Federal CERCLA sites with NFRAP</i>								
SEMS-ARCHIVE	0.500		0	0	0	NR	NR	0
<i>Lists of Federal RCRA facilities undergoing Corrective Action</i>								
CORRACTS	1.000		0	0	0	0	NR	0
<i>Lists of Federal RCRA TSD facilities</i>								
RCRA-TSDF	0.500		0	0	0	NR	NR	0
<i>Lists of Federal RCRA generators</i>								
RCRA-LQG	0.250		0	0	NR	NR	NR	0
RCRA-SQG	0.250		0	0	NR	NR	NR	0
RCRA-VSQG	0.250		0	0	NR	NR	NR	0
<i>Federal institutional controls / engineering controls registries</i>								
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
<i>Federal ERNS list</i>								
ERNS	TP		NR	NR	NR	NR	NR	0
<i>Lists of state- and tribal hazardous waste facilities</i>								
NY SHWS	1.000		0	0	0	0	NR	0
<i>Lists of state and tribal landfills and solid waste disposal facilities</i>								
NY SWF/LF	0.500		2	0	0	NR	NR	2
<i>Lists of state and tribal leaking storage tanks</i>								
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		0	1	4	NR	NR	5
NY HIST LTANKS	0.500		0	0	0	NR	NR	0
<i>Lists of state and tribal registered storage tanks</i>								
FEMA UST	0.250		0	0	NR	NR	NR	0
NY UST	0.250		1	0	NR	NR	NR	1
NY CBS UST	0.250		0	0	NR	NR	NR	0
NY MOSF UST	0.500		0	0	0	NR	NR	0
NY CBS	0.250		0	0	NR	NR	NR	0
NY MOSF	0.500		0	0	0	NR	NR	0
NY AST	0.250		1	0	NR	NR	NR	1
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
<i>State and tribal institutional control / engineering control registries</i>								
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
<i>Lists of state and tribal voluntary cleanup sites</i>								
NY VCP	0.500		0	0	0	NR	NR	0
INDIAN VCP	0.500		0	0	0	NR	NR	0
<i>Lists of state and tribal brownfield sites</i>								
NY BROWNFIELDS	0.500		0	0	0	NR	NR	0
NY ERP	0.500		0	0	0	NR	NR	0
<u>ADDITIONAL ENVIRONMENTAL RECORDS</u>								
<i>Local Brownfield lists</i>								
US BROWNFIELDS	0.500		0	0	0	NR	NR	0
<i>Local Lists of Landfill / Solid Waste Disposal Sites</i>								
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
<i>Local Lists of Hazardous waste / Contaminated Sites</i>								
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
<i>Local Lists of Registered Storage Tanks</i>								
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		2	NR	NR	NR	NR	2
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		1	1	NR	NR	NR	2
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
UXO	1.000		0	0	0	0	NR	0
ECHO	TP		NR	NR	NR	NR	NR	0
DOCKET HWC	TP		NR	NR	NR	NR	NR	0
FUELS PROGRAM	0.250		0	0	NR	NR	NR	0

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s) EDR ID Number
EPA ID Number

1 **TOYS 'R US**
Target **2875 & 2879 FLATBUSH AVENUE**
Property **BROOKLYN, NY 11234**

NY SPDES **S122263130**
N/A

SPDES:

Actual:
6 ft.

Name: TOYS 'R US
Address: 2875 & 2879 FLATBUSH AVENUE
City,State,Zip: BROOKLYN, NY 11234-
Permit Number: NYR10W504
State-Region: 2
Expiration Date: Not reported
Current Major Minor Status: Not reported
Primary Facility SIC Code: Not reported
State Water Body Name: Not reported
Limit Set Status Flag: Not reported
Total Actual Average Flow(MGD): Not reported
Total App Design Flow(MGD): Not reported
UDF1: Not reported
Lat/Long: 592054 / 4495049
DMR Cognizant Official: Not reported
UDF2: Not reported
UDF3: Not reported
FIPS County Code: Not reported

Non-Gov Permit Affiliation Type Desc: Not reported
Non-Gov Permit Org Formal Name: Not reported
Non-Gov Permit Street Address: Not reported
Non-Gov Permit Supplemental Location: Not reported
Non-Gov Permit City: Not reported
Non-Gov Permit State Code: Not reported
Non-Gov Permit Zip Code: Not reported
Non-Gov Facility Affiliation Type Desc: Not reported
Non-Gov Facility Org Formal Name: Not reported
Non-Gov Facility Street Address: Not reported
Non-Gov Facility Supplemental Location: Not reported
Non-Gov Facility City: Not reported
Non-Gov Facility State Code: Not reported
Non-Gov Facility Zip Code: Not reported
State Water Body: Not reported
Region Permit Processed: Not reported
Dow Discharge Class Code: Not reported
SPDES Class Description: Not reported
Affiliation Type Description: Not reported
Name: Not reported
Contacts Title: Not reported
Contacts Email: Not reported
NOI Submission Date: Not reported

A2 **MARINE PARK GOLF COURS**
WSW **2880 FLATBUSH AVE**
< 1/8 **BROOKLYN, NY 11234**
0.018 mi.
96 ft. **Site 1 of 2 in cluster A**

NY SWF/LF **S128178440**
N/A

Relative:
Higher

SWF/LF:
Name: MARINE PARK GOLF COURS
Address: 2880 FLATBUSH AVE
City,State,Zip: BROOKLYN, NY 11234
Flag: INACTIVE
Region Code: 2

Actual:
9 ft.

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

MARINE PARK GOLF COURS (Continued)

S128178440

Phone Number: 7182524625
Owner Name: Michael Giordauo
Owner Type: Private
Owner Address: same
Owner Addr2: Not reported
Owner City,St,Zip: Not reported
Owner Email: Not reported
Owner Phone: 7182524625
Contact Name: Not reported
Contact Address: Not reported
Contact Addr2: Not reported
Contact City,St,Zip: Not reported
Contact Email: Not reported
Contact Phone: Not reported
Activity Desc: Composting - yard waste - permit
Activity Number: [24CG5]
Active: No
East Coordinate: 111111
North Coordinate: 111111
Accuracy Code: Not reported
Regulatory Status: Not reported
Waste Type: Not reported
Authorization #: Not reported
Authorization Date: Not reported
Expiration Date: Not reported
Operator Name: Not reported
Operator Type: Not reported
Laste Date: Not reported

A3
WSW
< 1/8
0.018 mi.
96 ft.

MARINE PARK GOLF COURSE
2880 FLATBUSH AVE
BROOKLYN, NY 11234

NY SWF/LF **S128178441**
N/A

Site 2 of 2 in cluster A

Relative:
Higher
Actual:
9 ft.

SWF/LF:
Name: MARINE PARK GOLF COURSE
Address: 2880 FLATBUSH AVE
City,State,Zip: BROOKLYN, NY 11234
Flag: ACTIVE
Region Code: 2
Phone Number: 9174009150
Owner Name: Michael Giordano
Owner Type: Not reported
Owner Address: 2880 Flatbush Avenue
Owner Addr2: Not reported
Owner City,St,Zip: Brooklyn, NY 11234
Owner Email: Not reported
Owner Phone: 7182524625
Contact Name: Michael Giordano
Contact Address: Not reported
Contact Addr2: Not reported
Contact City,St,Zip: Not reported
Contact Email: Not reported
Contact Phone: 7182524625
Activity Desc: Composting - source separated organic waste - registration
Activity Number: [24CG5]
Active: Yes

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

MARINE PARK GOLF COURSE (Continued)

S128178441

East Coordinate: 592078
North Coordinate: 4494913
Accuracy Code: 1 - No accuracy stated
Regulatory Status: Registration
Waste Type: Not reported
Authorization #: 24CG5
Authorization Date: Not reported
Expiration Date: Not reported
Operator Name: Not reported
Operator Type: Not reported
Last Date: Not reported

**B4
NW
< 1/8
0.065 mi.
343 ft.**

**CON EDISON MANHOLE: 26865
2875 FLATBUSH AVE
BROOKLYN, NY 11234**

**NJ MANIFEST S117986993
N/A**

Site 1 of 5 in cluster B

**Relative:
Lower**

NJ MANIFEST:

**Actual:
3 ft.**

EPA Id: NYP004278024
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: NY047
Municipal: Not reported
Previous EPA Id: Not reported
Gen Flag: Not reported
Trans Flag: Not reported
TSD Flag: Not reported
Name Change: Not reported
Date Change: Not reported

Manifest:

Manifest Number: 001674374GBF
EPA ID: NYP004278024
Date Shipped: 11/14/2012
TSD 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

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

CON EDISON MANHOLE: 26865 (Continued)

S117986993

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

Waste:
Manifest Year: Not reported
Waste Code: D008
Hand Code: Not reported
Quantity: 400.00 gallons

B5
NW
< 1/8
0.065 mi.
343 ft.

CON EDISON MANHOLE: 26865
2875 FLATBUSH AVE
BROOKLYN, NY 11234

RCRA NonGen / NLR **1016149144**
NY MANIFEST **NYP004278024**

Site 2 of 5 in cluster B

Relative:
Lower
Actual:
3 ft.

RCRA Listings:
Date Form Received by Agency: 20140602
Handler Name: CON EDISON MANHOLE: 26865
Handler Address: 2875 FLATBUSH AVE
Handler City,State,Zip: BROOKLYN, NY 11234
EPA ID: NYP004278024
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

Map ID
 Direction
 Distance
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
 EPA ID Number

CON EDISON MANHOLE: 26865 (Continued)

1016149144

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 GPRC Permit Baseline:		Not on the Baseline
2018 GPRC 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 GPRC Corrective Action Baseline:		No
Corrective Action Workload Universe:		No
Subject to Corrective Action Universe:		No
Non-TSDs Where RCRA CA has Been Imposed Universe:		No
TSDs Potentially Subject to CA Under 3004 (u)/(v) Universe:		No
TSDs 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 TSD 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

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

CON EDISON MANHOLE: 26865 (Continued)

1016149144

Recycler Activity Without Storage: Not reported
Manifest Broker: Not reported
Sub-Part P Indicator: No

Historic Generators:

Receive Date: 20140502
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: 20140502
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: 20140602
Handler Name: CON EDISON MANHOLE: 26865
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

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

CON EDISON MANHOLE: 26865 (Continued)

1016149144

NY MANIFEST:

Name: CON EDISON
Address: 2875 FLATBUSH AVE
City,State,Zip: BROOKLYN, NY 11234
Country: USA
EPA ID: NYP004278024
Facility Status: Not reported
Location Address 1: 2875 FLATBUSH AVE
Code: BP
Location Address 2: Not reported
Total Tanks: Not reported
Location City: BROOKLYN
Location State: NY
Location Zip: 11234
Location Zip 4: Not reported

NY MANIFEST:

EPAID: NYP004278024
Mailing Name: CON EDISON
Mailing Contact: CON EDISON
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: NJD003812047
Trans2 State ID: Not reported
Generator Ship Date: 11/14/2012
Trans1 Recv Date: 11/14/2012
Trans2 Recv Date: Not reported
TSD Site Recv Date: 11/16/2012
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYP004278024
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSD ID 1: NJD991291105
TSD ID 2: Not reported
Manifest Tracking Number: 001674374GBF
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

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

CON EDISON MANHOLE: 26865 (Continued)

1016149144

Alt Facility Sign Date: Not reported
MGMT Method Type Code: H141
Waste Code: Not reported
Quantity: 400
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 1
Container Type: TT - Cargo tank, tank trucks
Handling Method: L Landfill.
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

**B6
NW
< 1/8
0.065 mi.
343 ft.**

**SEA TRAVELERS MARINA
2875 FLATBUSH AVENUE
BROOKLYN, NY 11234
Site 3 of 5 in cluster B**

**NY UST U003065936
NY AST N/A
NY MANIFEST**

**Relative:
Lower
Actual:
3 ft.**

UST:
Name: SEA TRAVELERS MARINA
Address: 2875 FLATBUSH AVENUE
City,State,Zip: BROOKLYN, NY 11234
Id/Status: 2-602676 / Active
Program Type: PBS
Region: STATE
DEC Region: 2
Expiration Date: 03/14/2023
UTM X: 592039.85984
UTM Y: 4495055.50653
Site Type: Marina

Affiliation Records:
Site Id: 24632
Affiliation Type: Mail Contact
Company Name: BICAL DEVELOPMENT CORP.
Contact Type: Not reported
Contact Name: SAMMY BICAL
Address1: 2173 EAST 73RD STREET
Address2: Not reported
City: BROOKLYN
State: NY
Zip Code: 11234
Country Code: 001
Phone: (718) 253-7575
EMail: SAMMYBICAL@AOL.COM
Fax Number: Not reported
Modified By: DAFRANCI
Date Last Modified: 2021-12-30

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

SEA TRAVELERS MARINA (Continued)

U003065936

Site Id: 24632
Affiliation Type: Emergency Contact
Company Name: BICAL DEVELOPMENT
Contact Type: Not reported
Contact Name: EDWARD ECKHARDT
Address1: Not reported
Address2: Not reported
City: Not reported
State: NN
Zip Code: Not reported
Country Code: 999
Phone: (347) 486-1452
EMail: Not reported
Fax Number: Not reported
Modified By: DAFRANCI
Date Last Modified: 2017-05-25

Site Id: 24632
Affiliation Type: Facility Owner
Company Name: BICAL DEVELOPMENT CORP.
Contact Type: PRESIDENT
Contact Name: MICHAEL BULZOMI
Address1: 2173 EAST 73RD STREET
Address2: Not reported
City: BROOKLYN
State: NY
Zip Code: 11234
Country Code: 001
Phone: (718) 253-7575
EMail: Not reported
Fax Number: Not reported
Modified By: DAFRANCI
Date Last Modified: 2021-12-30

Site Id: 24632
Affiliation Type: Facility Operator
Company Name: SEA TRAVELERS MARINA
Contact Type: Not reported
Contact Name: EDWARD ECKHARDT
Address1: Not reported
Address2: Not reported
City: Not reported
State: NN
Zip Code: Not reported
Country Code: 001
Phone: (718) 377-0216
EMail: Not reported
Fax Number: Not reported
Modified By: DAFRANCI
Date Last Modified: 2018-03-29

Tank Info:

Tank Number: 01
Tank ID: 51084
Tank Status: Temporarily Out of Service
Material Name: Temporarily Out of Service

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

SEA TRAVELERS MARINA (Continued)

U003065936

Capacity Gallons: 4000
Install Date: 07/01/1996
Date Tank Closed: Not reported
Registered: True
Tank Location: Underground
Tank Type: 0
Material Code: 0009
Common Name of Substance: Gasoline

Tightness Test Method: 34
Date Test: 09/28/2021
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: TankSys
Last Modified: 06/15/2022

Equipment Records:

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
E04 - Piping Secondary Containment - Double walled UG
F00 - Pipe External Protection - None
J01 - Dispenser - Pressurized Dispenser
L07 - Piping Leak Detection - Pressurized Piping Leak Detector
B05 - Tank External Protection - Jacketed
D11 - Pipe Type - Flexible Piping
G04 - Tank Secondary Containment - Double-Walled (Underground)
C02 - Pipe Location - Underground/On-ground

Tank Number: 02
Tank ID: 51085
Tank Status: Temporarily Out of Service
Material Name: Temporarily Out of Service
Capacity Gallons: 4000
Install Date: 07/01/1996
Date Tank Closed: 12/20/2021
Registered: True
Tank Location: Underground
Tank Type: 0
Material Code: 0009
Common Name of Substance: Gasoline

Tightness Test Method: 34
Date Test: 09/28/2021
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: TankSys
Last Modified: 06/15/2022

Equipment Records:

A00 - Tank Internal Protection - None
H01 - Tank Leak Detection - Interstitial - Electronic Monitoring
I03 - Overfill - Automatic Shut-Off
I02 - Overfill - High Level Alarm
K01 - Spill Prevention - Catch Basin

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

SEA TRAVELERS MARINA (Continued)

U003065936

L07 - Piping Leak Detection - Pressurized Piping Leak Detector
E04 - Piping Secondary Containment - Double walled UG
F00 - Pipe External Protection - None
J01 - Dispenser - Pressurized Dispenser
B05 - Tank External Protection - Jacketed
D11 - Pipe Type - Flexible Piping
G04 - Tank Secondary Containment - Double-Walled (Underground)
C02 - Pipe Location - Underground/On-ground

Tank Number: 1
Tank ID: 51072
Tank Status: Closed - Removed
Material Name: Closed - Removed
Capacity Gallons: 550
Install Date: Not reported
Date Tank Closed: 04/01/1996
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:

D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
J01 - Dispenser - Pressurized Dispenser
H00 - Tank Leak Detection - None
I00 - Overfill - None
A00 - Tank Internal Protection - None
B01 - Tank External Protection - Painted/Asphalt Coating
C03 - Pipe Location - Aboveground/Underground Combination
G00 - Tank Secondary Containment - None

Tank Number: 10
Tank ID: 51081
Tank Status: Closed - Removed
Material Name: Closed - Removed
Capacity Gallons: 550
Install Date: Not reported
Date Tank Closed: 04/01/1996
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

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

SEA TRAVELERS MARINA (Continued)

U003065936

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
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
J01 - Dispenser - Pressurized Dispenser
C03 - Pipe Location - Aboveground/Underground Combination
G00 - Tank Secondary Containment - None

Tank Number: 11
Tank ID: 51082
Tank Status: Closed - Removed
Material Name: Closed - Removed
Capacity Gallons: 550
Install Date: Not reported
Date Tank Closed: 04/01/1996
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
B01 - Tank External Protection - Painted/Asphalt Coating
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
J01 - Dispenser - Pressurized Dispenser
C03 - Pipe Location - Aboveground/Underground Combination
G00 - Tank Secondary Containment - None

Tank Number: 12
Tank ID: 51083
Tank Status: Closed - Removed
Material Name: Closed - Removed
Capacity Gallons: 550
Install Date: Not reported
Date Tank Closed: 04/01/1996
Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

SEA TRAVELERS MARINA (Continued)

U003065936

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
B01 - Tank External Protection - Painted/Asphalt Coating
H00 - Tank Leak Detection - None
I00 - Overfill - None
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
J01 - Dispenser - Pressurized Dispenser
G00 - Tank Secondary Containment - None
C03 - Pipe Location - Aboveground/Underground Combination

Tank Number: 2
Tank ID: 51073
Tank Status: Closed - Removed
Material Name: Closed - Removed
Capacity Gallons: 550
Install Date: Not reported
Date Tank Closed: 04/01/1996
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
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
J01 - Dispenser - Pressurized Dispenser
A00 - Tank Internal Protection - None
B01 - Tank External Protection - Painted/Asphalt Coating
C03 - Pipe Location - Aboveground/Underground Combination
G00 - Tank Secondary Containment - None

Tank Number: 3
Tank ID: 51074
Tank Status: Closed - Removed
Material Name: Closed - Removed

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

SEA TRAVELERS MARINA (Continued)

U003065936

Capacity Gallons: 550
Install Date: Not reported
Date Tank Closed: 04/01/1996
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
B01 - Tank External Protection - Painted/Asphalt Coating
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
J01 - Dispenser - Pressurized Dispenser
C03 - Pipe Location - Aboveground/Underground Combination
G00 - Tank Secondary Containment - None

Tank Number: 4
Tank ID: 51075
Tank Status: Closed - Removed
Material Name: Closed - Removed
Capacity Gallons: 550
Install Date: Not reported
Date Tank Closed: 04/01/1996
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
B01 - Tank External Protection - Painted/Asphalt Coating
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
J01 - Dispenser - Pressurized Dispenser
C03 - Pipe Location - Aboveground/Underground Combination
G00 - Tank Secondary Containment - None

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

SEA TRAVELERS MARINA (Continued)

U003065936

Tank Number: 5
Tank ID: 51076
Tank Status: Closed - Removed
Material Name: Closed - Removed
Capacity Gallons: 550
Install Date: Not reported
Date Tank Closed: 04/01/1996
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:

D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
J01 - Dispenser - Pressurized Dispenser
A00 - Tank Internal Protection - None
B01 - Tank External Protection - Painted/Asphalt Coating
H00 - Tank Leak Detection - None
I00 - Overfill - None
C03 - Pipe Location - Aboveground/Underground Combination
G00 - Tank Secondary Containment - None

Tank Number: 6
Tank ID: 51077
Tank Status: Closed - Removed
Material Name: Closed - Removed
Capacity Gallons: 550
Install Date: Not reported
Date Tank Closed: 04/01/1996
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
B01 - Tank External Protection - Painted/Asphalt Coating
H00 - Tank Leak Detection - None
I00 - Overfill - None
D02 - Pipe Type - Galvanized Steel

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

SEA TRAVELERS MARINA (Continued)

U003065936

F00 - Pipe External Protection - None
J01 - Dispenser - Pressurized Dispenser
C03 - Pipe Location - Aboveground/Underground Combination
G00 - Tank Secondary Containment - None

Tank Number: 7
Tank ID: 51078
Tank Status: Closed - Removed
Material Name: Closed - Removed
Capacity Gallons: 550
Install Date: Not reported
Date Tank Closed: 04/01/1996
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
B01 - Tank External Protection - Painted/Asphalt Coating
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
J01 - Dispenser - Pressurized Dispenser
C03 - Pipe Location - Aboveground/Underground Combination
G00 - Tank Secondary Containment - None

Tank Number: 8
Tank ID: 51079
Tank Status: Closed - Removed
Material Name: Closed - Removed
Capacity Gallons: 550
Install Date: Not reported
Date Tank Closed: 04/01/1996
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

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

SEA TRAVELERS MARINA (Continued)

U003065936

Equipment Records:

A00 - Tank Internal Protection - None
B01 - Tank External Protection - Painted/Asphalt Coating
H00 - Tank Leak Detection - None
I00 - Overfill - None
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
J01 - Dispenser - Pressurized Dispenser
C03 - Pipe Location - Aboveground/Underground Combination
G00 - Tank Secondary Containment - None

Tank Number: 9
Tank ID: 51080
Tank Status: Closed - Removed
Material Name: Closed - Removed
Capacity Gallons: 550
Install Date: Not reported
Date Tank Closed: 04/01/1996
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: MJGRIFI
Last Modified: 05/09/2022

Equipment Records:

A00 - Tank Internal Protection - None
B01 - Tank External Protection - Painted/Asphalt Coating
H00 - Tank Leak Detection - None
I00 - Overfill - None
D02 - Pipe Type - Galvanized Steel
F00 - Pipe External Protection - None
J01 - Dispenser - Pressurized Dispenser
C03 - Pipe Location - Aboveground/Underground Combination
G00 - Tank Secondary Containment - None

AST:

Name: TOYS "R" US
Address: 2875 FLATBUSH AVENUE
City, State, Zip: BROOKLYN, NY 11234
Region: STATE
DEC Region: 2
Site Status: Unregulated/Closed
Facility Id: 2-329231
Program Type: PBS
UTM X: 592039.99034
UTM Y: 4495054.63527
Expiration Date: N/A
Site Type: Other Wholesale/Retail Sales

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

SEA TRAVELERS MARINA (Continued)

U003065936

Affiliation Records:

Site Id: 15455
Affiliation Type: Facility Owner
Company Name: NYC DEPT. OF BUSINESS SERVICES/PORTS & TRADES
Contact Type: Not reported
Contact Name: Not reported
Address1: 110 WILLIAM STREET
Address2: Not reported
City: NEW YORK
State: NY
Zip Code: 10038
Country Code: 001
Phone: (718) 806-6740
EMail: Not reported
Fax Number: Not reported
Modified By: TRANSLAT
Date Last Modified: 2004-03-04

Site Id: 15455
Affiliation Type: Mail Contact
Company Name: WALTER T. GORMAN, P.E., P.C.
Contact Type: Not reported
Contact Name: PAUL PLUNKETT
Address1: 115-14 BEACH CHANNEL DRIVE
Address2: Not reported
City: ROCKAWAY PARK
State: NY
Zip Code: 11694
Country Code: 001
Phone: (718) 474-3400
EMail: Not reported
Fax Number: Not reported
Modified By: TRANSLAT
Date Last Modified: 2004-03-04

Site Id: 15455
Affiliation Type: Facility Operator
Company Name: TOYS "R" US
Contact Type: Not reported
Contact Name: TOYS "R" US
Address1: Not reported
Address2: Not reported
City: Not reported
State: NN
Zip Code: Not reported
Country Code: 001
Phone: (718) 258-2061
EMail: Not reported
Fax Number: Not reported
Modified By: TRANSLAT
Date Last Modified: 2004-03-04

Site Id: 15455
Affiliation Type: Emergency Contact
Company Name: NYC DEPT. OF BUSINESS SERVICES/PORTS & TRADES
Contact Type: Not reported
Contact Name: DEBBIE LANGDON

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

SEA TRAVELERS MARINA (Continued)

U003065936

Address1: Not reported
Address2: Not reported
City: Not reported
State: NN
Zip Code: Not reported
Country Code: 001
Phone: (516) 731-1297
EMail: Not reported
Fax Number: Not reported
Modified By: TRANSLAT
Date Last Modified: 2004-03-04

Tank Info:

Tank Number: 001
Tank Id: 25707
Material Code: 0001
Common Name of Substance: #2 Fuel Oil (On-Site Consumption)

Equipment Records:

A00 - Tank Internal Protection - None
D01 - Pipe Type - Steel/Carbon Steel/Iron
H00 - Tank Leak Detection - None
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
F00 - Pipe External Protection - None
I04 - Overfill - Product Level Gauge (A/G)
G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser

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: 275
Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Date Tank Closed: 06/01/1991
Register: True
Modified By: MJGRIFFI
Last Modified: 05/09/2022
Material Name: #2 fuel oil (on-site consumption)

Tank Number: 002
Tank Id: 25708
Material Code: 0001
Common Name of Substance: #2 Fuel Oil (On-Site Consumption)

Equipment Records:

A00 - Tank Internal Protection - None
D01 - Pipe Type - Steel/Carbon Steel/Iron
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

SEA TRAVELERS MARINA (Continued)

U003065936

F00 - Pipe External Protection - None
H00 - Tank Leak Detection - None
I04 - Overfill - Product Level Gauge (A/G)
G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser
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: 275
Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Date Tank Closed: 06/01/1991
Register: True
Modified By: MJGRIFFI
Last Modified: 05/09/2022
Material Name: #2 fuel oil (on-site consumption)

Tank Number: 003
Tank Id: 25709
Material Code: 0001
Common Name of Substance: #2 Fuel Oil (On-Site Consumption)

Equipment Records:

H00 - Tank Leak Detection - None
I04 - Overfill - Product Level Gauge (A/G)
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
F00 - Pipe External Protection - None
A00 - Tank Internal Protection - None
D01 - Pipe Type - Steel/Carbon Steel/Iron
G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser
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: 275
Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Date Tank Closed: 06/01/1991
Register: True
Modified By: MJGRIFFI
Last Modified: 05/09/2022
Material Name: #2 fuel oil (on-site consumption)

Tank Number: 004
Tank Id: 25710
Material Code: 0001

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

SEA TRAVELERS MARINA (Continued)

U003065936

Common Name of Substance: #2 Fuel Oil (On-Site Consumption)

Equipment Records:

A00 - Tank Internal Protection - None
D01 - Pipe Type - Steel/Carbon Steel/Iron
H00 - Tank Leak Detection - None
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
F00 - Pipe External Protection - None
I04 - Overfill - Product Level Gauge (A/G)
G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser

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: 275
Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Date Tank Closed: 06/01/1991
Register: True
Modified By: MJGRIFFI
Last Modified: 05/09/2022
Material Name: #2 fuel oil (on-site consumption)

Tank Number: 005
Tank Id: 25711
Material Code: 0001
Common Name of Substance: #2 Fuel Oil (On-Site Consumption)

Equipment Records:

A00 - Tank Internal Protection - None
D01 - Pipe Type - Steel/Carbon Steel/Iron
H00 - Tank Leak Detection - None
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
F00 - Pipe External Protection - None
I04 - Overfill - Product Level Gauge (A/G)
G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser

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: 275
Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Date Tank Closed: 06/01/1991
Register: True

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

SEA TRAVELERS MARINA (Continued)

U003065936

Modified By: MJGRIFFI
Last Modified: 05/09/2022
Material Name: #2 fuel oil (on-site consumption)

Tank Number: 006
Tank Id: 25712
Material Code: 0001
Common Name of Substance: #2 Fuel Oil (On-Site Consumption)

Equipment Records:

B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
F00 - Pipe External Protection - None
A00 - Tank Internal Protection - None
D01 - Pipe Type - Steel/Carbon Steel/Iron
H00 - Tank Leak Detection - None
I04 - Overfill - Product Level Gauge (A/G)
G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser

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: 275
Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Date Tank Closed: 06/01/1991
Register: True
Modified By: MJGRIFFI
Last Modified: 05/09/2022
Material Name: #2 fuel oil (on-site consumption)

Tank Number: 007
Tank Id: 25713
Material Code: 0001
Common Name of Substance: #2 Fuel Oil (On-Site Consumption)

Equipment Records:

A00 - Tank Internal Protection - None
D01 - Pipe Type - Steel/Carbon Steel/Iron
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
F00 - Pipe External Protection - None
H00 - Tank Leak Detection - None
I04 - Overfill - Product Level Gauge (A/G)
G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser

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

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

SEA TRAVELERS MARINA (Continued)

U003065936

Pipe Model: Not reported
Install Date: Not reported
Capacity Gallons: 275
Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Date Tank Closed: 06/01/1991
Register: True
Modified By: MJGRIFFI
Last Modified: 05/09/2022
Material Name: #2 fuel oil (on-site consumption)

Tank Number: 008
Tank Id: 25714
Material Code: 0001
Common Name of Substance: #2 Fuel Oil (On-Site Consumption)

Equipment Records:

H00 - Tank Leak Detection - None
A00 - Tank Internal Protection - None
D01 - Pipe Type - Steel/Carbon Steel/Iron
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
F00 - Pipe External Protection - None
I04 - Overfill - Product Level Gauge (A/G)
G00 - Tank Secondary Containment - None
J02 - Dispenser - Suction Dispenser

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: 275
Tightness Test Method: NN
Date Test: Not reported
Next Test Date: Not reported
Date Tank Closed: 06/01/1991
Register: True
Modified By: MJGRIFFI
Last Modified: 05/09/2022
Material Name: #2 fuel oil (on-site consumption)

NY MANIFEST:

Name: CON EDISON
Address: 2875 FLATBUSH AV
City,State,Zip: BROOKLYN, NY 11215
Country: USA
EPA ID: NYP004519427
Facility Status: Not reported
Location Address 1: 2875 FLATBUSH AV
Code: BP
Location Address 2: Not reported
Total Tanks: Not reported
Location City: BROOKLYN

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

SEA TRAVELERS MARINA (Continued)

U003065936

Location State: NY
Location Zip: 11215
Location Zip 4: Not reported

NY MANIFEST:
EPAID: NYP004519427
Mailing Name: CON EDISON
Mailing Contact: CON EDISON
Mailing Address 1: 4 IRVING PL
Mailing Address 2: 15TH ST
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: MAD039322250
Trans2 State ID: Not reported
Generator Ship Date: 05/02/2014
Trans1 Recv Date: 05/02/2014
Trans2 Recv Date: Not reported
TSD Site Recv Date: 05/05/2014
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYP004519427
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSD ID 1: NJD991291105
TSD ID 2: Not reported
Manifest Tracking Number: 007021463FLE
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: Y
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
Quantity: 1200
Units: P - Pounds
Number of Containers: 1
Container Type: TT - Cargo tank, tank trucks

Map ID
 Direction
 Distance
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
 EPA ID Number

SEA TRAVELERS MARINA (Continued)

U003065936

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

**B7
 NW
 < 1/8
 0.065 mi.
 343 ft.**

**SEA TRAVELERS MARINA
 2875 FLATBUSH AVE
 BROOKLYN, NY
 Site 4 of 5 in cluster B**

**NY Spills S117852953
 N/A**

**Relative:
 Lower
 Actual:
 3 ft.**

SPILLS:
 Name: SEA TRAVELERS MARINA
 Address: 2875 FLATBUSH AVE
 City,State,Zip: BROOKLYN, NY
 Spill Number/Closed Date: 1501372 / 2015-05-07
 Facility ID: 1501372
 Facility Type: ER
 DER Facility ID: 462322
 Site ID: 507571
 DEC Region: 2
 Spill Cause: Equipment Failure
 Spill Class: C4
 SWIS: 2401
 Spill Date: 2015-05-07
 Investigator: TJDEMEO
 Referred To: Not reported
 Reported to Dept: 2015-05-07
 CID: Not reported
 Water Affected: ATLANTIC
 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: 2015-05-07
 Spill Record Last Update: 2015-05-07
 Spiller Name: Not reported
 Spiller Company: SEA TRAVELERS MARINA
 Spiller Address: Not reported
 Spiller Company: 999
 Contact Name: WILLIAM BURT
 DEC Memo: "5/7/15 TJD Teleconference with Frank Cifuentes at FDNY - prevention unit. Frank states his inspector (William Burt) is onsite at the marina for scheduled functionality testing when a small pinhole was observed in a flex hose at the end of the piping run at the floating dock. The inspector immediately isolated the pressurized piping by closing a ball valve which stopped the leak. The marina owner retained the services of Energy Fueling (898 E92nd Street - Bklyn 718.257.8470) for repair. The contractor has already responded to the

Map ID
 Direction
 Distance
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
 EPA ID Number

SEA TRAVELERS MARINA (Continued)

S117852953

location and replaced the leaking flex pipe in the presence of the FDNY inspector. The inspector has required the marina owner to perform an isolation test of the affected piping and is awaiting arrival of an unnamed testing contractor to perform this test. DeMeo directed FDNY to report condition to NRC - the report was made within minutes (NRC report #1115775). The reported impacts to the surface water was described as a few drops that have disapated and are unrecoverable. Based upon the information provided by the FDNY inspector, the reported discharge was minor, was stopped and repairs and retesting were supervised by the FDNY inspector. No further action is required. Spill closed."

Remarks: "fill line leak dripping into water/ pump has been taken out of service"

All Materials:

Site ID: 507571
 Operable Unit ID: 1256901
 Operable Unit: 01
 Material ID: 2259870
 Material Code: 0009
 Material Name: gasoline
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: Not reported
 Units: G
 Recovered: Not reported
 Oxygenate: Not reported

**B8
 WNW
 < 1/8
 0.085 mi.
 449 ft.**

**SOIL
 2859 FLATBUSH AVE
 BROOKLYN, NY
 Site 5 of 5 in cluster B**

**NY Spills S117974872
 N/A**

**Relative:
 Higher
 Actual:
 9 ft.**

SPILLS:
 Name: SOIL
 Address: 2859 FLATBUSH AVE
 City,State,Zip: BROOKLYN, NY
 Spill Number/Closed Date: 1503331 / 2015-08-21
 Facility ID: 1503331
 Facility Type: ER
 DER Facility ID: 464250
 Site ID: 509630
 DEC Region: 2
 Spill Cause: Unknown
 Spill Class: Not reported
 SWIS: 2401
 Spill Date: 2015-06-25
 Investigator: SXMAHAT
 Referred To: Not reported
 Reported to Dept: 2015-06-25
 CID: Not reported
 Water Affected: Not reported
 Spill Source: Commercial/Industrial
 Spill Notifier: Other
 Cleanup Ceased: Not reported
 Cleanup Meets Std: False

MAP FINDINGS

SOIL (Continued)

S117974872

Last Inspection: Not reported
Recommended Penalty: False
UST Trust: False
Remediation Phase: 0
Date Entered In Computer: 2015-06-25
Spill Record Last Update: 2015-10-28
Spiller Name: Not reported
Spiller Company: UNKNOWN
Spiller Address: Not reported
Spiller Company: 999
Contact Name: RYAN MORLEY
DEC Memo: "6/25/2015 - Feng - Duty Desk. Talked to Ryan Morley of PW Grosser (516-424-4603, RyanM@PWGrosser.com). It is a development site and they have started the excavation. USTs were encountered during the excavation, i.e. (2) USTs in one area and (1) UST in another area. They have removed the USTs before PW Grosser got involved and PW Grosser collected endpoint samples. PW Grosser did two test pits to water table at 6 feet and noted product on top of the water for both test pits. It looks like #2 or #4 fuel oil. He is not aware of any kind of investigation such as Phase 1 or Phase 2 before the excavation. They are building a GM facility with building and parking and showroom. The site is used to be a parking lot and the NYC owned it and now it is vacant. The USTs were located about 100 feet away from the nearby waterbody. They plan to excavate the impacted soil, skim the water/product, then collect endpoint samples, and groundwater samples. The excavation for the development is to be 6 feet where above/at water table and no dewatering is planned. Staff advised him that vapor mitigation effort such as vapor barrier and SSDS might be required for the new building. the owner: Sammy Bical Bical Development Corporation 2173 East 73rd Street Brooklyn, NY 11234 (718)-253-7575 sent CSL letter to Bical Development requiring the removal of the contamination and also the development plan. report is due by the end of 7/2015. 8/21/15: Mahat DEC Mahat received a closure report from Mr. Ryan Morley and it has been uploaded on D2 for reference. Report Recommendation and Conclusion: Soil and groundwater remediation efforts involved the removal of approximately 105 yards of LNAPL impacted soil and 6,937 gallons of oily water from the three excavations. Following remedial activity, soil and exposed groundwater was inspected for signs of petroleum impact using a PID. The exposed groundwater was left undisturbed for 24 hours in order to confirm LNAPL was no longer present. Once it was determined that remedial efforts were satisfactory, PWGC collected a total of fourteen sidewall samples and three groundwater samples from the three remediated excavations. Analytical results for soil and groundwater did not yield concentrations of VOCs above CP?51 Soil Cleanup Guidance Values. Several SVOCs were detected above cleanup goals in samples collected from both excavations. Analytical data has been collected to characterize excess soil/fill material at the site to support off?site disposal. The sampling represents soil/fill quality from across the site. These samples represent a background for the SVOCs present within the soil/fill at the site. This waste characterization data is provided on Tables 1 and 2. The concentrations of SVOCs that were detected above CP?51 Soil Cleanup Guidance Values from the end?point samples are consistent with sample results collected from the waste characterization samples. The levels of SVOCs detected in the end?point samples are interpreted to be present at concentrations consistent with those found in the

Map ID
 Direction
 Distance
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
 EPA ID Number

SOIL (Continued)

S117974872

soil/fill material across the site and are not indicative of a petroleum release. Based on the conclusion that is submitted the recommendation for the closure of the spill has been granted. No further investigation is warranted for the spill case. Spill case is closed in NYSDEC Spill database. "

Remarks: "Caller advised found oil in the soil during excavating. Clean up is pending. second contact person: Andy Lockwood ph# 631-589-6353"

All Materials:

Site ID: 509630
 Operable Unit ID: 1258912
 Operable Unit: 01
 Material ID: 2262142
 Material Code: 0066A
 Material Name: unknown petroleum
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: Not reported
 Units: Not reported
 Recovered: Not reported
 Oxygenate: Not reported

9
WNW
1/8-1/4
0.151 mi.
798 ft.

GATEWAY NAT'L RECREATION
FLOYD BENNETT FIELD B-62
BROOKLYN, NY

NY LTANKS **S104516307**
N/A

Relative:
Higher
Actual:
11 ft.

LTANKS:
 Name: GATEWAY NAT'L RECREATION
 Address: FLOYD BENNETT FIELD B-62
 City,State,Zip: BROOKLYN, NY
 Spill Number/Closed Date: 9911842 / 2005-12-23
 Facility ID: 9911842
 Site ID: 295074
 Spill Date: 2000-01-07
 Spill Cause: Tank Failure
 Spill Source: Commercial/Industrial
 Spill Class: C4
 Cleanup Ceased: Not reported
 SWIS: 2401
 Investigator: RHFILKIN
 Referred To: Not reported
 Reported to Dept: 2000-01-11
 CID: 252
 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: 2000-01-11
 Spill Record Last Update: 2006-02-10
 Spiller Name: XERXES ANTIA
 Spiller Company: GATEWAY NAT'L RECREATION
 Spiller Address: FLOYD BENNETT FIELD B-62

Map ID
 Direction
 Distance
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
 EPA ID Number

GATEWAY NAT'L RECREATION (Continued)

S104516307

Spiller County: 001
 Spiller Contact: XERXES ANTIA
 Spiller Phone: (908) 757-9700
 Spiller Extention: Not reported
 DEC Region: 2
 DER Facility ID: 238770
 DEC Memo: "Prior to Sept, 2004 data translation this spill Lead_DEC Field was M TIBBE Received the portion of a report on the cleanup that was relavent to this spill. Tanks and contaminated soil were removed in January 2000. End point samples were well below TAGM 4046 levels. Site closed 12/23/05. - Filkins "
 Remarks: "LONG TERM TANK FAILURE-4 ABOVE GROUND PARTIALLY COVERED STORAGE TANKS WERE PULLED. 1 TANK (10,000 GAL) 3 TANKS (1,000) GAL. PBS #2-406929."

All Materials:
 Site ID: 295074
 Operable Unit ID: 1086406
 Operable Unit: 01
 Material ID: 566271
 Material Code: 0001A
 Material Name: #2 fuel oil
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: G
 Recovered: .00
 Oxygenate: Not reported

10
SSE
1/8-1/4
0.185 mi.
977 ft.

CON EDISON
FLATBUSH AVE & BELT PKWY
BROOKLYN, NY 11217

RCRA NonGen / NLR **1014397434**
NJ MANIFEST **NYP004197547**
NY MANIFEST

Relative:
Higher
Actual:
21 ft.

RCRA Listings:
 Date Form Received by Agency: 20160601
 Handler Name: CON EDISON
 Handler Address: FLATBUSH AVE & BELT PKWY
 Handler City,State,Zip: BROOKLYN, NY 11217
 EPA ID: NYP004197547
 Contact Name: CAROLINE ISKANDER
 Contact Address: Not reported
 Contact City,State,Zip: Not reported
 Contact Telephone: 718-666-4714
 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

Map ID
 Direction
 Distance
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
 EPA ID Number

CON EDISON (Continued)

1014397434

Mailing Address:		4 IRVING PL, RM 828
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:		20160623
Recognized Trader-Importer:		No
Recognized Trader-Exporter:		No
Importer of Spent Lead Acid Batteries:		No

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

CON EDISON (Continued)

1014397434

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: 20091002
Handler Name: CON EDISON
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: 20160601
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

NJ MANIFEST:

EPA Id: NYP004197547
Mail Address: 4 IRVING PL, RM 828
Mail City/State/Zip: NEW YORK, NY 10003
Facility Phone: Not reported
Emergency Phone: Not reported
Contact: CAROLINE ISKANDER
Comments: Not reported
SIC Code: Not reported
County: NY047
Municipal: Not reported
Previous EPA Id: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

CON EDISON (Continued)

1014397434

Gen Flag: Not reported
Trans Flag: Not reported
TSD Flag: Not reported
Name Change: Not reported
Date Change: Not reported

Manifest:

Manifest Number: 000894594GBF
EPA ID: NYP004197547
Date Shipped: 10/05/2009
TSD 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: 10/05/2009
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 TSD Received Waste: 10/05/2009
TSD 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: D008
Hand Code: H141
Quantity: 100 G

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

CON EDISON (Continued)

1014397434

NY MANIFEST:

Name: CONSOLIDATED EDISON
Address: FLATBUSH AVE & BELT PKWY
City,State,Zip: BROOKLYN, NY 11217
Country: USA
EPA ID: NYP004197547
Facility Status: Not reported
Location Address 1: FLATBUSH AVE & BELT PKWY - MH26884
Code: BP
Location Address 2: Not reported
Total Tanks: Not reported
Location City: BROOKLYN
Location State: NY
Location Zip: 11201
Location Zip 4: Not reported

NY MANIFEST:

EPAID: NYP004197547
Mailing Name: CONSOLIDATED EDISON
Mailing Contact: FRANKLYN MURRAY
Mailing Address 1: 4 IRVING PLACE 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

NY MANIFEST:

Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: 2018
Trans1 State ID: NJD003812047
Trans2 State ID: Not reported
Generator Ship Date: 10/05/2009
Trans1 Recv Date: 10/05/2009
Trans2 Recv Date: Not reported
TSD Site Recv Date: 10/05/2009
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYP004197547
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSD ID 1: NJD991291105
TSD ID 2: Not reported
Manifest Tracking Number: 000894594GBF
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

Map ID
 Direction
 Distance
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
 EPA ID Number

CON EDISON (Continued)

1014397434

Alt Facility Sign Date: Not reported
 MGMT Method Type Code: H141
 Waste Code: Not reported
 Quantity: 100
 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: 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

11
NNE
1/4-1/2
0.388 mi.
2047 ft.

MILL BASIN
MILL BASIN
BROOKLYN, NY

NY LTANKS **S100781710**
NY Spills **N/A**

Relative:
Lower
Actual:
0 ft.

LTANKS:
 Name: MILL BASIN
 Address: MILL BASIN
 City,State,Zip: BROOKLYN, NY
 Spill Number/Closed Date: 9503227 / 1995-06-15
 Facility ID: 9503227
 Site ID: 203701
 Spill Date: 1995-06-15
 Spill Cause: Tank Overfill
 Spill Source: Gasoline Station or other PBS Facility
 Spill Class: C4
 Cleanup Ceased: 1995-06-15
 SWIS: 2401
 Investigator: SMMARTIN
 Referred To: Not reported
 Reported to Dept: 1995-06-15
 CID: Not reported
 Water Affected: Not reported
 Spill Notifier: Other
 Last Inspection: Not reported
 Recommended Penalty: False
 Meets Standard: True
 UST Involvement: True
 Remediation Phase: 0
 Date Entered In Computer: 1995-06-21
 Spill Record Last Update: 1996-05-16
 Spiller Name: Not reported
 Spiller Company: UNKNOWN
 Spiller Address: Not reported
 Spiller County: 999

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

MILL BASIN (Continued)

S100781710

Spiller Contact: Not reported
Spiller Phone: Not reported
Spiller Extention: Not reported
DEC Region: 2
DER Facility ID: 169392
DEC Memo: "Prior to Sept, 2004 data translation this spill Lead_DEC Field was
MARTINKAT "
Remarks: "CALLER HAD VERY LITTLE INFORMATION - 06/15/95 - C.G. WAS NOTIFIED -
SPILL DISIPATED - CALLED FD DISPATCHER - SEE 95032566"

All Materials:

Site ID: 203701
Operable Unit ID: 1014446
Operable Unit: 01
Material ID: 368278
Material Code: 0009
Material Name: gasoline
Case No.: Not reported
Material FA: Petroleum
Quantity: -1.00
Units: G
Recovered: .00
Oxygenate: Not reported

SPILLS:

Name: MILL BASIN
Address: MILL BASIN
City,State,Zip: BROOKLYN, NY
Spill Number/Closed Date: 0005953 / 2000-09-13
Facility ID: 0005953
Facility Type: ER
DER Facility ID: 169392
Site ID: 203699
DEC Region: 2
Spill Cause: Other
Spill Class: B1
SWIS: 2401
Spill Date: 2000-08-18
Investigator: SIGONA
Referred To: Not reported
Reported to Dept: 2000-08-18
CID: 382
Water Affected: MILL BASIN
Spill Source: Vessel
Spill Notifier: Federal Government
Cleanup Ceased: Not reported
Cleanup Meets Std: True
Last Inspection: Not reported
Recommended Penalty: False
UST Trust: False
Remediation Phase: 0
Date Entered In Computer: 2000-08-18
Spill Record Last Update: 2000-09-13
Spiller Name: Not reported
Spiller Company: NICKS LOBSTER HOUSE
Spiller Address: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

MILL BASIN (Continued)

S100781710

Spiller Company: 001
Contact Name: OFFICER SAMPSON
DEC Memo: ""
Remarks: "sunken boat from above location is leaking causing spill."

All Materials:

Site ID: 203699
Operable Unit ID: 826862
Operable Unit: 01
Material ID: 547086
Material Code: 0008
Material Name: diesel
Case No.: Not reported
Material FA: Petroleum
Quantity: 30.00
Units: G
Recovered: .00
Oxygenate: Not reported

Name: MILL BASIN
Address: MILL BASIN
City,State,Zip: BROOKLYN, NY
Spill Number/Closed Date: 9315021 / 1994-03-23
Facility ID: 9315021
Facility Type: ER
DER Facility ID: 169392
Site ID: 203700
DEC Region: 2
Spill Cause: Unknown
Spill Class: C4
SWIS: 2401
Spill Date: 1994-03-23
Investigator: SMMARTIN
Referred To: Not reported
Reported to Dept: 1994-03-23
CID: Not reported
Water Affected: Not reported
Spill Source: Unknown
Spill Notifier: Federal Government
Cleanup Ceased: 1994-03-23
Cleanup Meets Std: True
Last Inspection: Not reported
Recommended Penalty: False
UST Trust: False
Remediation Phase: 0
Date Entered In Computer: 1994-03-25
Spill Record Last Update: 2004-09-30
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 MARTINKAT 10/10/95: This is additional information about material spilled from the translation of the old spill file: 30'X 250 YDS."
Remarks: "SOURCE NOT FOUND - TO LET DISSIPATE."

Map ID
 Direction
 Distance
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
 EPA ID Number

MILL BASIN (Continued)

S100781710

All Materials:
 Site ID: 203700
 Operable Unit ID: 996949
 Operable Unit: 01
 Material ID: 386798
 Material Code: 0008
 Material Name: diesel
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: -1.00
 Units: Not reported
 Recovered: .00
 Oxygenate: Not reported

C12
SSE
 1/4-1/2
 0.410 mi.
 2163 ft.

MARINE PARKWAY BRIDGE
2901 FLATBUSH AVENUE
BROOKLYN, NY

NY LTANKS **S106703533**
NY Spills **N/A**

Site 1 of 3 in cluster C

Relative:
Higher
Actual:
14 ft.

LTANKS:
 Name: MARINE PARKWAY BRIDGE
 Address: 2901 FLATBUSH AVENUE
 City,State,Zip: BROOKLYN, NY
 Spill Number/Closed Date: 9100096 / 2003-12-09
 Facility ID: 9100096
 Site ID: 206385
 Spill Date: 1991-04-02
 Spill Cause: Tank Test Failure
 Spill Source: Non Major Facility > 1,100 gal
 Spill Class: B3
 Cleanup Ceased: Not reported
 SWIS: 2401
 Investigator: SIGONA
 Referred To: Not reported
 Reported to Dept: 1991-04-02
 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: 1991-04-16
 Spill Record Last Update: 2003-12-09
 Spiller Name: GEORGE BASIL
 Spiller Company: MTA BRIDGES & TUNNEL
 Spiller Address: RANDALLS ISLAND
 Spiller County: 001
 Spiller Contact: Not reported
 Spiller Phone: Not reported
 Spiller Extention: Not reported
 DEC Region: 2
 DER Facility ID: 171368
 DEC Memo: ""

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

MARINE PARKWAY BRIDGE (Continued)

S106703533

Remarks: "3K TANK FAILED PETRO TITE WITH A GROSS LEAK,WILL PUMP TANK & TAKE OUT OF SERVICE. 550 GAL TANK- AIR TEST FAILURE. TANK TAKEN OUT OF SERVICE"

All TTF:

Facility ID: 9100096
Spill Number: 9100096
Spill Tank Test: 1538401
Site ID: 206385
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: 206385
Operable Unit ID: 953616
Operable Unit: 01
Material ID: 426309
Material Code: 0001A
Material Name: #2 fuel oil
Case No.: Not reported
Material FA: Petroleum
Quantity: .00
Units: G
Recovered: .00
Oxygenate: Not reported

Name: MARINE PARKWAY BRIDGE
Address: 2901 FLATBUSH AVENUE
City,State,Zip: BROOKLYN, NY
Spill Number/Closed Date: 9201989 / 2004-01-02
Facility ID: 9201989
Site ID: 206386
Spill Date: 1991-05-01
Spill Cause: Tank Failure
Spill Source: Non Major Facility > 1,100 gal
Spill Class: B3
Cleanup Ceased: Not reported
SWIS: 2401
Investigator: SIGONA
Referred To: Not reported
Reported to Dept: 1992-01-13
CID: Not reported
Water Affected: Not reported
Spill Notifier: Responsible Party
Last Inspection: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

MARINE PARKWAY BRIDGE (Continued)

S106703533

Recommended Penalty: False
Meets Standard: False
UST Involvement: False
Remediation Phase: 0
Date Entered In Computer: 1992-05-20
Spill Record Last Update: 2004-01-02
Spiller Name: GEORGE BASIL
Spiller Company: MTA BRIDGES & TUNNELS
Spiller Address: RANDALLS ISLAND
Spiller County: 001
Spiller Contact: Not reported
Spiller Phone: Not reported
Spiller Extention: Not reported
DEC Region: 2
DER Facility ID: 171368
DEC Memo: ""
Remarks: ""

All Materials:

Site ID: 206386
Operable Unit ID: 966086
Operable Unit: 01
Material ID: 413269
Material Code: 0022
Material Name: waste oil/used oil
Case No.: Not reported
Material FA: Petroleum
Quantity: .00
Units: G
Recovered: .00
Oxygenate: Not reported

Name: MARINE PARKWAY GIL HODGES
Address: 2901 FLATBUSH AVENUE
City,State,Zip: BROOKLYN, NY
Spill Number/Closed Date: 9310215 / 2003-12-23
Facility ID: 9310215
Site ID: 206387
Spill Date: 1993-11-22
Spill Cause: Tank Failure
Spill Source: Non Major Facility > 1,100 gal
Spill Class: C3
Cleanup Ceased: Not reported
SWIS: 2401
Investigator: SIGONA
Referred To: Not reported
Reported to Dept: 1993-11-22
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: 1993-11-23
Spill Record Last Update: 2003-12-23

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

MARINE PARKWAY BRIDGE (Continued)

S106703533

Spiller Name: GEORGE BASSIL
Spiller Company: MTA BRIDGES & TUNNELS
Spiller Address: RANDALLS ISLAND
Spiller County: 001
Spiller Contact: Not reported
Spiller Phone: Not reported
Spiller Extention: Not reported
DEC Region: 2
DER Facility ID: 171368
DEC Memo: ""
Remarks: "EXCAV. ABOVE TANK NEAR TANK TOP FUMES DISCOV. 2'-3' BELOW GRADE - MR. BRIAN COLLIER (718)318-4316 IS THE SUPER OF THE SITE HE HAS PROBLEM W/ THE PUMP OF THE GASOLINE FUELING SYS. SO HE STARTED THE EXC"

All Materials:

Site ID: 206387
Operable Unit ID: 989157
Operable Unit: 01
Material ID: 392843
Material Code: 0009
Material Name: gasoline
Case No.: Not reported
Material FA: Petroleum
Quantity: .00
Units: G
Recovered: .00
Oxygenate: Not reported

SPILLS:

Name: MARINE PARKWAY BRIDGE
Address: 2901 FLATBUSH AVENUE
City,State,Zip: BROOKLYN, NY
Spill Number/Closed Date: 8908116 / 1989-11-15
Facility ID: 8908116
Facility Type: ER
DER Facility ID: 171368
Site ID: 206384
DEC Region: 2
Spill Cause: Equipment Failure
Spill Class: B3
SWIS: 2401
Spill Date: 1989-11-14
Investigator: SIGONA
Referred To: Not reported
Reported to Dept: 1989-11-15
CID: Not reported
Water Affected: ROCKAWAY INLET
Spill Source: Non Major Facility > 1,100 gal
Spill Notifier: Responsible Party
Cleanup Ceased: 1989-11-15
Cleanup Meets Std: True
Last Inspection: Not reported
Recommended Penalty: False
UST Trust: False
Remediation Phase: 0

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

MARINE PARKWAY BRIDGE (Continued)

S106703533

Date Entered In Computer: 1989-11-24
Spill Record Last Update: 2003-11-17
Spiller Name: Not reported
Spiller Company: DYNAMIC PAINTING
Spiller Address: 7 WILLIS CT
Spiller Company: 001
Contact Name: Not reported
DEC Memo: ""
Remarks: "DEC(W REED) OBSERVES SPILLAGE & ORDERS DYNAMIC TO REPORT IT - PAINT FEED LINE BROKE, DRAINING INTO INLET - SPILLER PUT DOWN BOOMS & SWEPT AREA OF SPILL."

All Materials:

Site ID: 206384
Operable Unit ID: 933164
Operable Unit: 01
Material ID: 444879
Material Code: 0055A
Material Name: paint
Case No.: Not reported
Material FA: Other
Quantity: .00
Units: G
Recovered: .00
Oxygenate: Not reported

Site ID: 206384
Operable Unit ID: 933164
Operable Unit: 01
Material ID: 444880
Material Code: 0059A
Material Name: solvents
Case No.: Not reported
Material FA: Other
Quantity: .00
Units: G
Recovered: .00
Oxygenate: Not reported

Name: MARINE PARKWAY GIL HODGES
Address: 2901 FLATBUSH AVENUE
City,State,Zip: BROOKLYN, NY
Spill Number/Closed Date: 9609100 / 2003-12-23
Facility ID: 9609100
Facility Type: ER
DER Facility ID: 171368
Site ID: 206388
DEC Region: 2
Spill Cause: Equipment Failure
Spill Class: C3
SWIS: 2401
Spill Date: 1996-10-21
Investigator: SIGONA
Referred To: Not reported
Reported to Dept: 1996-10-21
CID: 266
Water Affected: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

MARINE PARKWAY BRIDGE (Continued)

S106703533

Spill Source: Non Major Facility > 1,100 gal
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: 1996-10-21
Spill Record Last Update: 2003-12-23
Spiller Name: LISA PRIMEGGIA
Spiller Company: CON EDISON
Spiller Address: 4 IRVING PLACE
Spiller Company: 001
Contact Name: Not reported
DEC Memo: ""
Remarks: "TRANSFORMER BUSHING FAILED. ONTO CONCRETE AND SOIL. SAMPLES TAKEN FOR PCB'S. CLEAN UP TO FOLLOW."

All Materials:

Site ID: 206388
Operable Unit ID: 1040312
Operable Unit: 01
Material ID: 344830
Material Code: 0020A
Material Name: transformer oil
Case No.: Not reported
Material FA: Petroleum
Quantity: 15.00
Units: G
Recovered: 15.00
Oxygenate: Not reported

Name: MARINE PARKWAY GIL HODGES
Address: 2901 FLATBUSH AVENUE
City,State,Zip: BROOKLYN, NY
Spill Number/Closed Date: 9903021 / 1999-11-19
Facility ID: 9903021
Facility Type: ER
DER Facility ID: 171368
Site ID: 206389
DEC Region: 2
Spill Cause: Human Error
Spill Class: C3
SWIS: 2401
Spill Date: 1999-06-15
Investigator: SIGONA
Referred To: Not reported
Reported to Dept: 1999-06-16
CID: 205
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

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

MARINE PARKWAY BRIDGE (Continued)

S106703533

UST Trust: False
Remediation Phase: 0
Date Entered In Computer: 1999-06-16
Spill Record Last Update: 2003-12-23
Spiller Name: Not reported
Spiller Company: TAYLOR FUEL OIL
Spiller Address: Not reported
Spiller Company: 001
Contact Name: Not reported
DEC Memo: ""
Remarks: "CALLER REPORTED THAT CONSTRUCTION UNDER BRIDGE IS HAVING A FUEL TRUCK DELIVERY SEVERAL TIMES A WEEK. THE TRUCK THAT DELIVERS THE FUEL IS SPILLING ON THE BRIDGE. UNKNOWN IF ANY IS GETTING INTO RIVER."

All Materials:

Site ID: 206389
Operable Unit ID: 1081950
Operable Unit: 01
Material ID: 302948
Material Code: 0009
Material Name: gasoline
Case No.: Not reported
Material FA: Petroleum
Quantity: .00
Units: G
Recovered: .00
Oxygenate: Not reported

Name: MARINE PARKWAY BRIDGE
Address: 2901 FLATBUSH AVENUE
City,State,Zip: BROOKLYN, NY
Spill Number/Closed Date: 0211479 / 2003-12-09
Facility ID: 0211479
Facility Type: ER
DER Facility ID: 171368
Site ID: 123644
DEC Region: 2
Spill Cause: Unknown
Spill Class: C4
SWIS: 2401
Spill Date: 2003-02-19
Investigator: SMSANGES
Referred To: Not reported
Reported to Dept: 2003-02-19
CID: 205
Water Affected: Not reported
Spill Source: Commercial Vehicle
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: 2003-02-19
Spill Record Last Update: 2003-12-09
Spiller Name: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

MARINE PARKWAY BRIDGE (Continued)

S106703533

Spiller Company: UNKNOWN
Spiller Address: Not reported
Spiller Company: 001
Contact Name: CALLER
DEC Memo: "Prior to Sept, 2004 data translation this spill Lead_DEC Field was SANGESLAND "
Remarks: "caller had little info, poss a tank overflow. cleanup completed with speedy dry."

All Materials:
Site ID: 123644
Operable Unit ID: 862638
Operable Unit: 01
Material ID: 511265
Material Code: 0008
Material Name: diesel
Case No.: Not reported
Material FA: Petroleum
Quantity: 1.00
Units: G
Recovered: .00
Oxygenate: Not reported

C13
SSE
1/4-1/2
0.414 mi.
2186 ft.

MARINE PARK GARAGE DPR -DDC
2900 FLATBUSH AVE/MARINE PARK GOLF COURSE
BROOKLYN, NY
Site 2 of 3 in cluster C

NY LTANKS **S102233199**
NY Spills **N/A**

Relative:
Higher
Actual:
14 ft.

LTANKS:
Name: MARINE PARK GARAGE DPR -DDC
Address: 2900 FLATBUSH AVE/MARINE PARK GOLF COURSE
City,State,Zip: BROOKLYN, NY
Spill Number/Closed Date: 9609489 / 2003-10-31
Facility ID: 9609489
Site ID: 121506
Spill Date: 1996-10-29
Spill Cause: Tank Test Failure
Spill Source: Commercial/Industrial
Spill Class: B3
Cleanup Ceased: Not reported
SWIS: 2401
Investigator: JMKRIMGO
Referred To: Not reported
Reported to Dept: 1996-10-29
CID: 312
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: 1996-10-29
Spill Record Last Update: 2004-12-28
Spiller Name: AL HUMMER
Spiller Company: MARINE PARK GARAGE/GOLF C

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

MARINE PARK GARAGE DPR -DDC (Continued)

S102233199

Spiller Address: 2880 FLATBUSH AVE
Spiller County: 001
Spiller Contact: AL HUMMER
Spiller Phone: (718) 253-8452
Spiller Extention: Not reported
DEC Region: 2
DER Facility ID: 244170
DEC Memo: "Prior to Sept, 2004 data translation this spill Lead_DEC Field was KRIMGOLD TANK RETESTED ON 11/01/96 AND PASSED "
Remarks: "nde 1000 was the method - tank located at the garage for the golf course - filled with unleaded gasoline. Same as spill #s 9606640, 9814401."

All TTF:

Facility ID: 9609489
Spill Number: 9609489
Spill Tank Test: 1544850
Site ID: 121506
Tank Number: Not reported
Tank Size: 1000
Material: Not reported
EPA UST: Not reported
UST: Not reported
Cause: Not reported
Source: Not reported
Test Method: 99
Test Method 2: Alternate Test per former 613.5(a)(2)(v)
Leak Rate: .40
Gross Fail: Not reported
Modified By: Spills
Last Modified Date: Not reported

Name: MARINE PARK GARAGE DPR -DDC
Address: 2900 FLATBUSH AVE/MARINE PARK GOLF COURSE
City,State,Zip: BROOKLYN, NY
Spill Number/Closed Date: 9814401 / 2003-10-31
Facility ID: 9814401
Site ID: 121507
Spill Date: 1999-03-02
Spill Cause: Tank Overfill
Spill Source: Commercial/Industrial
Spill Class: C4
Cleanup Ceased: Not reported
SWIS: 2401
Investigator: JMKRIMGO
Referred To: Not reported
Reported to Dept: 1999-03-02
CID: 281
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: 1999-03-02
Spill Record Last Update: 2004-12-28

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

MARINE PARK GARAGE DPR -DDC (Continued)

S102233199

Spiller Name: AL HUMMER
Spiller Company: MARINE PARK GOLF COURSE
Spiller Address: 2880 FLATBUSH AVE
Spiller County: 001
Spiller Contact: AL HUMMER
Spiller Phone: (718) 253-8452
Spiller Extention: Not reported
DEC Region: 2
DER Facility ID: 244170
DEC Memo: "Prior to Sept, 2004 data translation this spill Lead_DEC Field was

KRIMGOLD TANK OWNED BY GOLF COURSE CONCESSIONAIRE, NOT BY CITY DDC. TANK TOP EXPOSED FOR UPGRADE MODIFICATIONS, CONTAM. SOIL REMOVED, WARREN & PANZER TOOK END-POINT SAMPLES, CAME BACK HOT. HOWEVER, LIMITED SPACE TO DO ADDITIONAL SOIL EXCAVATION, WITH BUILDING AND SUBSURFACE UTILITY NEARBY. ENTIRE SITE WILL HAVE REMEDIAL PROPOSAL FOR SOIL & GROUNDWATER CONTAM. (J. KOLLEENY, 3/17/99)"

Remarks: "CALLER RESPONDED FOR TANK TOP UPGRADE. SOIL CONTAMINATION DISCOVERED. APPROX.5 YARDS SOIL REMOVED AND STORED ON SITE. PROPERTY OWNER ADVISED. CALLER REQUESTING CALL BACK. Same as spill # 9609489."

All Materials:

Site ID: 121507
Operable Unit ID: 1075435
Operable Unit: 01
Material ID: 311092
Material Code: 0009
Material Name: gasoline
Case No.: Not reported
Material FA: Petroleum
Quantity: .00
Units: G
Recovered: .00
Oxygenate: Not reported

Name: MARINE PARK GARAGE DPR -DDC
Address: 2900 FLATBUSH AVE/MARINE PARK GOLF COURSE
City,State,Zip: BROOKLYN, NY
Spill Number/Closed Date: 0101836 / 2009-04-14
Facility ID: 0101836
Site ID: 251422
Spill Date: 2001-05-17
Spill Cause: Tank Test Failure
Spill Source: Commercial/Industrial
Spill Class: B3
Cleanup Ceased: Not reported
SWIS: 2401
Investigator: ADZHITOM
Referred To: Not reported
Reported to Dept: 2001-05-17
CID: 396
Water Affected: Not reported
Spill Notifier: Tank Tester
Last Inspection: Not reported
Recommended Penalty: False
Meets Standard: False
UST Involvement: False
Remediation Phase: 0

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EPA ID Number

MARINE PARK GARAGE DPR -DDC (Continued)

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Date Entered In Computer: 2001-05-17
Spill Record Last Update: 2009-04-14
Spiller Name: Not reported
Spiller Company: NYC DPR
Spiller Address: Not reported
Spiller County: 001
Spiller Contact: TED MAFFEY
Spiller Phone: (718) 361-9910
Spiller Extention: Not reported
DEC Region: 2
DER Facility ID: 244170
DEC Memo: "Prior to Sept, 2004 data translation this spill Lead_DEC Field was ZHITOMIRSKY 01/26/04 Transferred from Rommel to Austin 02/17/04: Reassigned from AUSTIN to KRIMGOLD. 5/26/04. As per management direction reassigned from KRIMGOLD to ZHITOMIRSKY. 6-7-2005 This spill is addressed under NYCDDC CO. AZ 10-06-05 AS/SVE system was installed at the site.AZ 11-16-2006 Received and reviewed a monitoring report by Greyhawk/Roux which covers period from April to June 2006 and received on September 27, 2006. On January 1, 2006, Greyhawk was assigned responsibility by NYCDDC to replace PMS as construction manager for the site. No monitoring reports were received between January 23, 2006 and September 26, 2006, due to the site transition from PMS to Greyhawk. According to the report product sheen was observed in wells MW-05, DPE-11 and DPE-13/MW-07 during May 16, 2006 sampling event. VOC concentrations ranged from 88 ppb to 2,949 ppb. Compared to the previous sampling round VOC concentrations remained about the same in 7 wells, decreased in 7 wells and increased in 4 wells. SVOC contaminants were detected for the first time in 4 monitoring wells. Two wells are destroyed, two wells could not be located, and MW-10 could not be opened. During the reporting period (April 2006 to June 2006) had an uptime of approximately 48% and 52% downtime. The DPE system is not currently effective in reducing groundwater quality impacts. Significant VOC contamination remains in nine of the 18 wells with five wells above 1,500 ppb total VOCs. Roux recommended evaluation of DPE system operations, removal of SVOC from the sampling list, reduce frequency of gaging to quarterly, locate and open all existing wells, install absorbent socks in wells with sheen. DEC approved all recommendations except removing SVOCs from the sampling list. AZ 6-13-2008 Received an e-mail from Renee Wong (Roux). She notified DEC that there is the 1500-gallon heating oil UST that was removed from the north side of the field house. The field house will be demolished soon and a community center built in its place. The area around the field house will be excavated and the soil reused on the site. The former tank area will be in the footprint of this new building. I have replied with the following e-mail to Roux/DDC/V.Brevdo: The area around the tank should be thoroughly investigated. After the excavation is completed, the end point samples should be taken. Groundwater samples should be collected. A work plan for the site investigation and excavation should submitted to DEC and approved prior to commencing the work. Most importantly, DPR can not build the community center if the contamination is still in place. The site should be cleaned up prior to the construction of the community center. The clean up should be certified by an environmental/engineering consulting firm and approved by DEC. The soil around the tank area can not be reused at the site unless it sampled and certified by the consultant as clean soil. Soil sampling procedures should be submitted to DEC for

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MARINE PARK GARAGE DPR -DDC (Continued)

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review and approval as part of investigation and/or remedial action work plan. Only if DEC deems the soil sampling procedures adequate and determines that the soil is clean it can be reused at the construction site. AZ 6-20-2008 Discussed the site with John Urda and Vadim Brevdo. John Urda contacted Gail Saunders (NYC Legal). AZ 7-1-2008 An e-mail was sent to B. Morrissey/Greyhawk/V.B./DDC: I expedited the review of the Work Plan for the above site. Below are my comments. 1. Clarification on the planned well development is needed. All wells should be developed (this is different from well purging before sampling). Development should not take place immediately after the well installation. See TAGM-4047 for detailed procedures. Procedures of planned well development should be included in the Work Plan. 2. Three soil samples should be selected for lab analysis from each boring: a shallow soil sample 0'-2'; the highest PID reading soil sample; a soil sample from the interval immediately above the groundwater table 3. A summary table with laboratory results for soil and groundwater and a plan showing sampling locations from the previous investigation (tank closure report) should be included in the Work Plan. It's Roux's obligation to follow all appropriate field sampling procedures, health and safety requirements and QA/QC requirements. Investigation summary report will have to certify that all aforementioned procedures were followed by Roux. An updated Work Plan should be submitted to DEC. AZ 8-20-2008 An e-mail was sent to Mr. Natoli (DPR): I was informed by Renee Wong (NYCDDC) that NYCDDC will not screen soil and take endpoint samples from within the excavation at the site. She informed me that DPR will follow up with NYSDEC on NYSDEC's requirements. Based on the above, I understand that DPR will be a leading agency in implementation of the following NYSDEC's requirements: - an environmental professional be present to screen the soil with a PID meter during the excavation, - any sign of contamination visual or olfactory should be observed, contaminated area sampled and a spill reported to NYSDEC Hotline -800-457-7362, - endpoint samples should be collected from the excavation. Number and location of end point samples should be discussed with NYSDEC prior to the sampling, - a report including lab data, tables, site plans with sampling locations should be submitted to NYSDEC for review, - NYSDEC should be informed about sampling date five working days in advance. NYSDEC should be notified about the work progress via e-mail. AZ 8-21-2008 Bill Walsh (DPR 718-760-6733) contacted me. DPR is not taking responsibility of the soil monitoring and sampling during the excavation as of yet. He will contact his superiors for further instructions. I have reiterated DEC's requests. AZ 9-18-2008 Phone conversation with Bill Walsh. They will begin the excavation for the foundation Tuesday or Wednesday. The contractor's name is Bing Liang (Niche Analyses Inc.). AZ 10-10-2008 Bing Liang (Niche Analysis c.#917-863-5848, off.#914-663-8937). They are will be performing the end point sampling. The building was demolished around September 29, 2008. They started excavating the soil on 10-10-2008 at 7 AM. The excavation is around 100' in diameter. It's now about 9' deep and will be excavated to the groundwater level (13'?). They have the PID meter at the site. The highest level of the excavated soil sample taken from north east wall was 4.2 ppm. They will take around 5 bottom samples and five wall samples. They will complete the excavation on Monday on 10/13/2008. No visible signs of contamination, no petro odor in the excavated soil was observed. AZ 2-26-2009 Reviewed Excavation Screening Spill Closure Report prepared by Niche Analysis Bing Liang

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ph.\$914-663-8937 dated October 31, 2008 and received on November 13, 2008. Spill 0101836 was issued when a 1,500 gal UST containing #2 fuel failed Horner EZ Check Test. The spill was classified as an ullage (dry) portion leak and the tank was removed by Fenley and Nicol on April 18, 2003. post Excavation samples were collected within the excavation 20'x8'x8'. Elevated SVOC were reported from the bottom of the excavation pit. At NYSDEC's request, Roux Ass. conducted a site investigation of the former tank area in July 2008. Six soil borings were advanced around the former UST areas to depths of approximately 20' below land surface. Six wells were installed. No VOCs or SVOCs were detected in groundwater samples. NYCDEP planned to build a new Community Center at the location of the former Field house foundation. NYSDEC requested that the City screen the excavation with PID meter and obtain post excavation samples. The excavation was completed on October 13, 2008 and the endpoint sampling performed on October 14, 2008. The excavation pit sized about 100' in diameter at the surface and 75' at the bottom of the excavation with about 9'-10' depth. 9 grab samples were collected from the walls and 7 grab samples were collected from the bottom. There was no visual or olfactory evidence of contamination in the demolition/excavation area. VOC were not collected in any of the soil samples. SVOC concentrations insignificantly exceeded Recommended Soil Cleanup Objectives in 3 locations: East Side (W5), Southeast corner (W6), and Southwest side of the excavation (W8). These sampling locations were far from the former UST; and the SVOC exceedances could be explained by the presence of paving materials, brick and concrete debris in the excavation zone. 2-27-2009 I contacted Bing Liang of Niche Analysis and requested the following: 1. E-copy of the report in PDF format should be submitted to DEC 2. Amount of the removed soil should be described 3. Soil sampling results of the excavated material intended for the backfill should be submitted to DEC together with the description of sampling methods prior to the using this material as backfill 4. Fate, transport and exposure pathways of the SVOC contamination should be discussed in relation to a construction of the Community Center. Risk based analysis should be performed and engineering controls implemented. AZ 2-3-2009 Contacted Kevin Gallen (Dewberry 212-685-0900). I repeated to him requirements for the site closure. AZ 4-3-2009 Reviewed a letter dated March 31, 2009, submitted by Marty Rowland (Senior PM for Environmental Remediation NYC Parks 718-760-6922. The letter states that low concentrations of semi-volatile contaminants were detected. Previous report by Niche Analysis dated Oct. 31, 2008, stated that these samples were taken far from the former UST. Also, samples were taken from the excavation where paving materials, brick, cinders, ash, wood fragments and concrete debris were present. 16 samples were collected. According to the Niche report some semi-volatile components slightly exceeded TAGM 4046 values. In Dr. Rowland evaluation, the semi-volatile contaminants pose a negligible risk of exposure at ground level and for infrequent occupants in the storage room of the new structure. The engineering control features of the building that isolate from the impacted soils include waterproofing and a vapor barrier. The vapor barrier is 16 mils thick known as moistop under slab vapor retarder. It's a fiberglass reinforced membrane embedded between two layers of polyethylene. The water proofing material (vertical) is 10 mils thick, a polymeric material known as Belzona-5811. The horizontal water proofing material is 16 mils thick. AZ 4-14-2009 An e-mail was sent to Martin

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Rowland (NYC Parks), Fatemeh Ashkan (NYCDDC), Vadim Brevdo (DEC):
Spill 0101836 was issued when a 1,500 gal UST containing #2 fuel failed Horner EZ Check Test. The spill was classified as an ullage (dry) portion leak and the tank was removed by Fenley and Nicol on April 18, 2003. At NYSDEC's request, Roux Ass. conducted an investigation of the former tank area at the above site in July 2008. Six soil borings were advanced around the former UST areas to depths of approximately 20' below land surface. Six wells were installed. No VOCs or SVOCs were detected in groundwater samples. Excavation in the area of the former USTs location was completed on October 13, 2008, by Niche Analysis, Inc. and the endpoint sampling performed on October 14, 2008. Excavation Screening Spill Closure Report prepared by Niche Analysis and dated October 31, 2008, was submitted to DEC. The excavation pit was in size about 100' in diameter at the surface and 75' at the bottom of the excavation and about 9'-10' deep. 9 grab samples were collected from the walls and 7 grab samples were collected from the bottom. There was no visual or olfactory evidence of contamination in the demolition/excavation area. VOCs were not detected in any of the soil samples. SVOC concentrations insignificantly exceeded Recommended Soil Cleanup Objectives in 3 locations: East side (W-5), Southeast corner (W-6), and Southwest side of the excavation (W-8). The SVOCs exceedances could be explained by the presence of paving materials, brick, cinders, ash, wood fragments and concrete debris in the excavation zone. I also have received and reviewed your letter dated April 8, 2009. In your evaluation, the remaining semi-volatile contaminants pose a negligible risk of exposure at ground level and for infrequent occupants in the storage room of the new structure. The engineering control features of the building that isolate from the impacted soils include waterproofing and a vapor barrier. The vapor barrier is 16 mils thick known as moistop under slab vapor retarder. It's a fiberglass reinforced membrane embedded between two layers of polyethylene. The water proofing material (vertical) is 10 mils thick, a polymeric material known as Belzona-5811. The horizontal water proofing material is 16 mils thick. Niche Analysis, Inc. recommended closure of spill#0101836. Based on the above information, this spill is closed. AZ "

Remarks:

""

All TTF:

Facility ID: 0101836
Spill Number: 0101836
Spill Tank Test: 1526304
Site ID: 251422
Tank Number: 1
Tank Size: 1500
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: F
Modified By: Spills
Last Modified Date: Not reported

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All Materials:

Site ID: 251422
Operable Unit ID: 838707
Operable Unit: 01
Material ID: 537534
Material Code: 0001A
Material Name: #2 fuel oil
Case No.: Not reported
Material FA: Petroleum
Quantity: .00
Units: G
Recovered: .00
Oxygenate: Not reported

SPILLS:

Name: MARINE PARK GARAGE DPR -DDC
Address: 2900 FLATBUSH AVE/MARINE PARK GOLF COURSE
City,State,Zip: BROOKLYN, NY
Spill Number/Closed Date: 9609203 / 1996-10-28
Facility ID: 9609203
Facility Type: ER
DER Facility ID: 244170
Site ID: 302210
DEC Region: 2
Spill Cause: Unknown
Spill Class: C3
SWIS: 2401
Spill Date: 1996-10-23
Investigator: WEISSMAN
Referred To: Not reported
Reported to Dept: 1996-10-23
CID: 311
Water Affected: Not reported
Spill Source: Commercial/Industrial
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: 1996-10-23
Spill Record Last Update: 2004-12-28
Spiller Name: Not reported
Spiller Company: UNKNOWN
Spiller Address: Not reported
Spiller Company: 999
Contact Name: JOHN KIRBY
DEC Memo: ""
Remarks: "sheen in sewer near golf course garage."

All Materials:

Site ID: 302210
Operable Unit ID: 1040527
Operable Unit: 01
Material ID: 344931

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Material Code: 0001A
Material Name: #2 fuel oil
Case No.: Not reported
Material FA: Petroleum
Quantity: .00
Units: G
Recovered: .00
Oxygenate: Not reported

Name: MARINE PARK GARAGE DPR -DDC
Address: 2900 FLATBUSH AVE/MARINE PARK GOLF COURSE
City,State,Zip: BROOKLYN, NY
Spill Number/Closed Date: 9606640 / Not Reported
Facility ID: 9606640
Facility Type: ER
DER Facility ID: 244170
Site ID: 121505
DEC Region: 2
Spill Cause: Unknown
Spill Class: C4
SWIS: 2401
Spill Date: 1996-08-23
Investigator: ADZHITOM
Referred To: TWO MONITORING WELLS TO BE INSTALLED
Reported to Dept: 1996-08-23
CID: 322
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: False
UST Trust: True
Remediation Phase: 5
Date Entered In Computer: 1996-08-23
Spill Record Last Update: 2022-02-03
Spiller Name: GABE RAMOS
Spiller Company: NYC PARKS DEPT -MARINE PAR
Spiller Address: FLATBUSH AVE
Spiller Company: 999
Contact Name: GABE RAMOS
DEC Memo: "Prior to Sept, 2004 data translation this spill Lead_DEC Field was ZHITOMIRSKY TRANSFERRED FROM Y.KRIMGOLD. 5-5-2005 Quaterly monitoring report was reviewed. There is a general increase in total dissolved phase VOC concentrations. Fluctuations of gw or a new release may have contributed to the unexplained increase. DEC approved quaterly reporting frequency since the system technical complications appear to have been remediated. AZ 6-7-2005 At the meeting with NYCDDC DEC requested to test the tanks and perform tank inventory at the site. AZ 11-16-2006 Received and reviewed a monitoring report by Greyhawk/Roux which covers period from April to June 2006 and received on September 27, 2006. On January 1, 2006, Greyhawk was assigned responsibility by NYCDDC to replace PMS as construction manager for the site. No monitoring reports were received between January 23, 2006 and September 26, 2006, due to the site transition

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from PMS to Greyhawk. According to the report product sheen was observed in wells MW-05, DPE-11 and DPE-13/MW-07 during May 16, 2006 sampling event. VOC concentrations ranged from 88 ppb to 2,949 ppb. Compared to the previous sampling round VOC concentrations remained about the same in 7 wells, decreased in 7 wells and increased in 4 wells. SVOC contaminants were detected for the first time in 4 monitoring wells. Two wells are destroyed, two wells could not be located, and MW-10 could not be opened. During the reporting period (April 2006 to June 2006) had an uptime of approximately 48% and 52% downtime. The DPE system is not currently effective in reducing groundwater quality impacts. Significant VOC contamination remains in nine of the 18 wells with five wells above 1,500 ppb total VOCs. Roux recommended evaluation of DPE system operations, removal of SVOC from the sampling list, reduce frequency of gaging to quarterly, locate and open all existing wells, install absorbent socks in wells with sheen. DEC approved all recommendations except removing SVOCs from the sampling list. A letter to DDC was issued. AZ 12/22/2006 At the meeting with DDC/Greyhawk on 12/12/2006 the remedial progress was discussed. Greyhawk will bring a larger blower. Carbon vessel will be changed. More evaluation by Greyhawk of the site status is needed. AZ 4/13/2007 Reviewed Monitoring Reports dated December 2006 and March 15 2007. The DPE system has been shut since May 26, 2006 due to the failure of a liquid phase carbon. MW-1, MW-02 have been destroyed, M-09,MW-10,AND MW-15 could not be found. DPE 13/MW-07 could not be opened. DP-5 which had exceedances in the past was not sampled. Significant concentrations of VOC remain in 8 of the 18 site wells.4,008 ppb of total VOC was detected in MW-08.The following e-mail was sent to Greyhawk, Roux, DDC and V. Brevdo: I have reviewed Monitoring Report for this site dated March 15, 2007. In spite the fact that significant residual VOC contamination remain in 8 wells sampled, the system has not been operating since May 26, 2006. Also, DPE-05, where VOCs were detected at a total concentration of 8,019 ppb the last time it was sampled, was not sampled for the previous two rounds. Three wells were not located and two wells were destroyed. Based on these findings DEC requests the following: The system should be repaired and restarted as soon as possible. All wells should located. Destroyed wells should be replaced and sampled. DPE-05 should be sampled. AZ 1/3/2008 An e-mail was sent to Roux/DDC: I have reviewed report for the above site covering the period of January 2007 - June 2007 and submitted on October 17, 2007. The report stated that five monitoring wells will be replaced, as per DEC request, dated April 2007. The Work Plan for this replacement is approved. Wellhead vacuum levels are very low and should be increased. Significant residual VOC contamination remains in six wells. Roux proposed groundwater sampling for analysis of bioremediation parameters. This proposal is approved. Also, Roux suggested removing some wells from the groundwater sampling program. These wells, except for well MW-08, could be removed from the sampling program. Well MW-08 should remain in the sampling program. SVOCs could be removed from the sampling program, but sampling for naphthalene should be continued. AZ 8-27-2008 An e-mail was sent to Roux/DDC/Greyhawk/V. Brevdo: I have reviewed quarterly O&M and monitoring report for the above site covering period from July 2007 through March 2008 ad dated June 24, 2008. The report stated that as per DEC's request, five monitoring wells (RXMW1- through RXMW-5) were installed in February 2008. RXMW-05 exhibited 3,376 ppb of total VOC. Significant VOC concentrations were detected in soil boring RXMW-05

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at 5 to 7 BLS - 87,800 ppb. Product sheen was detected in DPE-03 and DPE-11 wells during the October 2007 monitoring round. VOC concentrations in groundwater ranged from non-detect to 3,376 ppb. Residual soil and groundwater contamination remains at the site. Roux proposed implementing Enhanced Bioremediation using nitrate injections and shut down the DPE system. Roux stated that the DPE system has reached asymptotic removal rates, however, the DPE system does not induce vacuum in the radius of influence. Therefore, I can not agree that the system reached asymptotic levels. The system is inefficient. DEC requested system modification and increase of the wellhead vacuum levels in the past. In 2006 Greyhawk stated that a larger blower will be installed. However, the blower was not installed. Proposed nitrogen injection will not be very effective remediating existing high level soil contamination in the vadose zone. Existing high level soil contamination is a continuous source of the groundwater contamination at the site. We discussed the site with Brian Morrissey (Roux) in a telephone conversation on August 27, 2008. Additional soil investigation and hot spot removal might be a viable option for this site. The excavation might be combined with operation of the modified DPE system or other remedial strategies. Roux will prepare a Work Plan for this site and submit it to DEC. Also, DEC previously approved removal of DPE-03 from the sampling program. Since DPE-03 exhibited petroleum sheen it should be added to the quarterly monitoring and sampling schedule. Monitoring, sampling and reporting for this site should be done on quarterly basis. AZ 2-13-2009 Reviewed and approved additional investigation Work Plan dated October 3, 2008. 14 soil borings and one monitoring well will be installed. Depth to gw ranges between 3 and 5 feet bls. An e-mail was sent to Roux/V.B.: I have reviewed Additional Site Investigation Work Plan submitted on October 16, 2009. The work plan is approved. The responsible party and its contractors are solely responsible for the safe execution of this work. AZ 7-20-09 An e-mail was sent to Brian Morrissey/Fatemeh Ashkan, V. Brevdo: I have reviewed quarterly monitoring report covering the period from April 2008 through January 2009 and dated March 19, 2009. The report indicated that DPE system was active from April through June 2008 and inactive for the remainder of the reporting period due to unsuccessful attempts for system optimization, including blower failure. In DPE effluent air samples VOC concentrations were higher than influent concentrations. Either a sampling error or a spent carbon could be a cause for this irregularity. Carbon should be checked and replaced if necessary. Residual soil and groundwater contamination remains at the site. VOCs contaminants ranging from 117 ppb to 2,888 ppb were detected in 11 wells. DEC approved the Additional Site Investigation Plan on February 13, 2009, however, this plan has not been implemented. In 2006 Greyhawk stated that a larger blower will be installed. Apparently, the blower was not installed. Please confirm if the larger blower was installed at the site. Roux proposed implementing enhanced bioremediation work plan. This proposal is rejected. Proposed injection will not be very effective remediating existing high level soil contamination in the vadose zone. Existing high level soil contamination is a continuous source of the groundwater contamination at the site. As per our previous discussion, hot spot removal might be a viable option for this site. The excavation might be combined with operation of the modified DPE system or other remedial strategies. The Additional Site Investigation Plan approved by DEC should be implemented. The existing DPE system should be modified and repaired. AZ 9-28-2010

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Reviewed Site turn-over status report submitted by LiRo on 6-29-2010. Approved site investigation has not been performed. The system is inactive. Soil and groundwater contamination remain in the soil and groundwater. An e-mail was sent to DDC/LiRo/V.Brevdo: I have reviewed site turn-over status report received on 6/29/2010. The respite states that approved site investigation has not been performed. The system is inactive. Soil and groundwater contamination remain at the site. Hot spot excavation has not been performed. LiRo proposed installation of an additional well and boring. This proposal is approved. Approved site investigation plan should be implemented. Hot spot excavation plan should be submitted to DEC. The Responsible Party and Contractors are responsible for the safe execution of the Work Plan. AZ 2-4-2011 An e-mail was sent to S. Frank/F. Ashkan/V. Brevdo: I have reviewed Quarterly Monitoring and Supplemental Investigation Report dated September 20, 20110, for the above site. The Consultant recommends excavation of shallow impacted soils and the addition ORC into the excavated area. These recommendations are approved. The Responsible Party and Contractors are responsible for the safe execution of the Work Plan. AZ 6-2-2011 Reviewed QMR August - October 2010 dated 12/21/2011. The report stated that soil investigation completed in June 2010 indicated high level VOC impacted soil to depths of 6 ft bgs at numerous boring locations. Groundwater continues to be impacted by contaminated soil. DEC approved excavation of contaminated soils and addition of ORC material to the excavated area at the Quarterly meeting on October 19, 2010. Excavation activities will include removal of two 1,000 gal closed in place USTs. AZ 8-23-2011 Reviewed QMR November 2010 - January 2011 dated 3/22/2011. Excavation was performed at the site Dec. 15, 2010 - Jan. 28, 2011. Five areas were excavated;A,B,C,D,E. Four areas were planned and area E was added based upon soil results collected in area A. A total of 1,976.74 tons of soil in 62 truck loads were removed. ORC compound was placed in the excavation area. End point side samples in the excavation area A ranged from 43,390 ppb to 664,500 ppb. Bottom samples ranged from 274,300 ppb to 1,749,400 ppb. Excavation depth was not extended due to the presence of the groundwater at 7'. End point in the excavation area B ranged from 157,630 ppb to 642,300 ppb in side and bottom samples. Soil samples collected from Area C exhibited elevated PID readings and petroleum odors. Soil samples collected from Area D exhibited elevated PID readings and petroleum odors. evidence OF 100 gal gasoline and 1,000 gal diesel UST was not encountered during excavation. End point in the excavation area D ranged from 36,100 ppb to 38,900 ppb in side and bottom samples. Soil samples from area E exhibited elevated PID readings and light petroleum odors. BS-07 exhibited total VOC of 8,820 ppb. LrrO will perform the following: continue gw sampling, install 8 replacement wells, dismantle and remove remnants of the DPE system. AZ 1-13-2012 The following e-mail was sent to DDC/V.Brevdo/LiRo: Dear Steve, I have reviewed Quarterly Monitoring Report (February 2011 through June 2011) submitted in September 2011. The report stated that eight replacement wells were installed instead of wells destroyed during remedial excavation activities. Soil and groundwater analytical results obtained during this installation suggested that gross soil and groundwater contamination still exist at the site. The total VOC concentrations in soil ranged from 2,095 ppb to 182,300 ppb. The total VOC concentrations in groundwater was up to 12,459 ppb. These results showed that the performed excavation has not achieved the cleanup

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MARINE PARK GARAGE DPR -DDC (Continued)

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goals. However, the report did not suggest any remedial approach to address the remaining contamination. A remedial strategy should be developed and submitted to DEC. Also, this site should be discussed in the upcoming DEC/DDC meeting. AZ 5-29-2012 Reviewed QMR dated February 8, 2012. The report stated that of the 20 groundwater samples corrected, VOCs were reported above AWQSGVs in 12 samples and ranged from 2 ppb to 7,923 ppb. The following e-mail was sent to LiRo/DDC and V. Brevdo: Dear Steve, I have reviewed a Quarterly Monitoring Report for the period of July 2011 through November 2011. The report stated that of the 20 groundwater samples collected, VOCs were reported above AWQSGVs in 12 samples and ranged from 2 ppb to 7,923 ppb. The report stated that two monitoring wells RXMW-01 and RXMW-02 have not been located for two consecutive monitoring periods. LiRo assumes that these two wells have subsequently been destroyed/paved over and requested that these wells be removed from the monitoring program. Monitoring wells RXMW-01 and RXMW-02 were last tested in 2008 and exhibited dissolved VOC contamination. Therefore, I disagree with the LiRo's suggestion and request reinstallation of monitoring wells RXMW-01 and RXMW-02. Sincerely, Alexander Zhitomirsky Engineering Geologist 2 NYSDEC Region 2 Division of Environmental Remediation AZ 11-9-2012 Reviewed Remedial Alternative Evaluation received on June 27, 2012. The report stated that contamination is not migrating off-site. About 1,900 tons of soil was excavated in January 2011. About 63% of the site contamination was removed. About 37% of site soil contamination remains. The costs associated with excavation are not warranted. For removal of 37% of the site contamination. Further groundwater sampling will determine trend for dissolved-phase contamination and determine the success of the completed excavation. LiRo will re-install monitoring wells RXMW-1 and RXMW-02, as per DEC's request. AZ 4-9-2013 Reviewed Quarterly monitoring Report dated 9-11-2012. LiRo will re-install monitoring wells RXMW-1 and RXMW-02, as per DEC's request. Five wells reported increases in total VOCs. Total dissolved VOCs are up to 7,113 ppb. AZ 5-21-2013 Reviewed Quarterly monitoring Report dated 12-28-2012. Confirmation excavation sampling and monitoring well replacement soil sampling indicate that soil contamination remains below the groundwater table within the excavation footprint, concentrated at 7'-9' interval. To a lesser extent soil contamination remains in the 9'-13' bgs interval. Gw samples were collected from 19 wells VOC dissolved concentrations were reported above AWQSGVs in 13 wells ranging from 114 ppb to 6,846 ppb. LiRo completed a site reconnaissance using a metal detector and located the two monitoring wells RXMW-01 and RXMW-02. These wells will be added to the monitoring program. AZ 11-4-2013 Reviewed a quarterly monitoring report for the period of Jan. 13-March 13, 2013, dated May 30, 2013. During this monitoring period, total dissolved-phase groundwater VOC concentrations in 13 samples ranged from 54 ppb to 3,893 ppb. AZ 5-20-2014 Reviewed a quarterly monitoring report for the period of April 2013 - August 2013, dated October 21, 2013. During this monitoring period, total dissolved-phase groundwater VOC concentrations in 13 samples ranged from 12 ppb to 5,651 ppb. Soil contamination remains below the groundwater table within the excavation footprint, concentrated in the 7 to 9 ft bgs interval. LiRo will continue to perform EFR via vacuum truck. AZ 9-22-2014 Reviewed a quarterly monitoring report for the period of Sept. 2013 - Dec. 2013, dated Feb. 11, 2014. During this monitoring period, total dissolved-phase groundwater VOC concentrations in 14 samples ranged

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MARINE PARK GARAGE DPR -DDC (Continued)

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from 12 ppb to 6,064 ppb. Soil contamination remains below the groundwater table within the excavation footprint, concentrated in the 7 to 9 ft bgs interval. LiRo will continue to perform EFR via vacuum truck. Use of Phytoremediation will be studied. AZ 2-12-2015 Reviewed a quarterly monitoring report for the period of Mar. 14 2014 - June 2014, dated July 30, 2014. During this monitoring period, total dissolved-phase groundwater VOC concentrations in 14 samples ranged from 3 ppb to 3,948 ppb. Soil contamination remains below the groundwater table within the excavation footprint, concentrated in the 7 to 9 ft bgs interval. The trees were planted in May 2014. EFR has been suspended. AZ 4-1-2015 The following e-mail was sent to S. Frank and V. Brevdo: Dear Steve, I have reviewed a quarterly monitoring report for the period of July 2014 through October 2014 and dated December 30, 2014. The report stated that groundwater concentrations in wells with groundwater standards exceedances were reported between 3 ppb and 3,818 ppb (LM-08) of total VOCs. LiRo proposed to remove the following monitoring wells from the site sampling program, gauging however will continue: MW-11, MW-12, MW13 and MW-14. This proposal is approved. LiRo should continue maintaining these wells including well caps Alex Zhitomirsky - Engineering Geologist 2 NYS Department of Environmental Conservation 9-15-2015 Reviewed a report dated March 4, 2015. The report stated that LiRo will continue Phytoremediation program. ORC socks are maintained in wells LMW-06, LMW-07, LMW-08, and LMW-09. Also ORC socks will be installed in wells DPE-09 and MW-06. AZ 2-1-2016 Reviewed a report dated June 19, 2015. The report stated that LiRo will continue Phytoremediation program. LiRo has continued maintenance of the trees generally 1 TO 2 times a month between May 2014 and April 2015. Groundwater sampling was completed in April 2015. No free-phase product was measured. VOC concentrations ranged from 4 ppb to 4,042 ppb. ORC socks are maintained in wells LMW-06, LMW-07, LMW-08, and LMW-09. Also ORC socks will be installed in wells DPE-09 and MW-06. AZ 4-21-2016 Reviewed a report dated October 14, 2015. The report stated that LiRo will continue Phytoremediation program. Groundwater sampling was completed on July 7-8, 2015. No free-phase product was measured. VOC concentrations ranged from 70 ppb to 2,612 ppb. ORC socks were changed in wells LMW-06, LMW-07, LMW-08, and LMW-09, DPE-09 and MW-06. AZ 8-8-2016 Reviewed a report dated January 18, 2016. The report stated that LiRo will continue Phytoremediation program. Groundwater sampling was completed in October 2015. No free-phase product was measured. VOC concentrations ranged from 108 ppb to 3,202 ppb. ORC socks were maintained in wells LMW-06, LMW-07, LMW-08, and LMW-09, DPE-09 and MW-06. Phytoremediation program is being implemented at the site. AZ 11-30-2016 Reviewed a report dated June 24, 2016. The report stated that LiRo will continue Phytoremediation program. Groundwater sampling was completed in April 2016. No free-phase product was measured. VOC concentrations ranged from 24 ppb to 4,826 ppb. ORC socks were maintained in wells LMW-06, LMW-07, LMW-08, and LMW-09, DPE-09 and MW-06. Phytoremediation program is being implemented at the site. The following e-mail was sent to S. Frank and V. Brevdo: Dear Steve, I have reviewed a Quarterly Monitoring Report for this site. The report proposed reduction of the frequency of groundwater sampling from quarterly to semi-annual. I concur with this proposal. Sincerely, Alex Zhitomirsky - Engineering Geologist 2 NYS Department of Environmental Conservation 47-40 21st Street, Long Island City, NY 11101 Phone: 718.482.6387 - Fax: 718.482.6390 Email:

Map ID
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MARINE PARK GARAGE DPR -DDC (Continued)

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alexander.zhitomirsky@dec.ny.gov AZ 3-3-2017 Reviewed a report dated October 11, 2016. The following e-mail was sent to S. Frank and V. Brevdo: Dear Steve, I have reviewed a report for the above site dated October 11, 2016. The report stated that only five wells have dissolved phase VOC concentrations ranging between 1,000 ppb and 5,000 ppb.. The size of the dissolved-phase plume has remained stable. LiRo proposed to reduce the frequency of groundwater sampling from quarterly to semi-annual. This proposal is approved. Alex Zhitomirsky - Engineering Geologist 2 NYS Department of Environmental Conservation 47-40 21st Street, Long Island City, NY 11101 Phone: 718.482.6387 - Fax: 718.482.6390 Email: alexander.zhitomirsky@dec.ny.gov 09-25-2017 Reviewed a report dated 3/21/2017. Groundwater sampling was completed in October 2016. No free-phase product was measured. VOC concentrations ranged from 108 ppb to 1,569 ppb. ORC socks were maintained in wells LMW-06, LMW-07, LMW-08, and LMW-09, DPE-09 and MW-06. Phytoremediation program is being implemented at the site. AZ 3-1-2018 Reviewed a report dated 3/21/2017. Groundwater sampling was completed in October 2016. No free-phase product was measured. VOC concentrations ranged from 7 ppb to 3,681 ppb. ORC socks were maintained in wells LMW-06, LMW-07, LMW-08, and LMW-09, DPE-09 and MW-06. Phytoremediation program is being implemented at the site. According to published reports, the impacts of the Hybrid Poplar trees upon vadose zone soil and dissolved-phase groundwater is not expected to be observed for several years. until the tree root systems have matured. AZ 11-13-2018 Reviewed a report dated 3/5/2018. Groundwater sampling was completed in October 2017. No free-phase product was measured. VOC concentrations ranged from 29 ppb to 3,163 ppb. ORC socks were maintained in wells LMW-06, LMW-07, LMW-08, and LMW-09, DPE-09 and MW-06. Phytoremediation program is being implemented at the site. According to published reports, the impacts of the Hybrid Poplar trees upon vadose zone soil and dissolved-phase groundwater is not expected to be observed for several years until the tree root systems have matured. The trees are currently three years old. AZ 5-28-2018 Reviewed a report dated 10/11/2018. Groundwater sampling was completed in October 2017. No free-phase product was measured. VOC concentrations ranged from 6 ppb to 3,330 ppb. ORC socks were maintained in wells LMW-06, LMW-07, LMW-08, and LMW-09, DPE-09 and MW-06. Phytoremediation program is being implemented at the site. The trees were planted in 2014 in a grid-like pattern. The impacts on groundwater and soil concentrations will not likely be observed until after several years of tree growth and after a mature root system has developed. AZ 1-28-2020 Reviewed a report dated 6/28/2019 Groundwater sampling was completed in September 2018. No free-phase product was measured. VOC concentrations ranged from 15 ppb to 3,139 ppb. ORC socks were replaced in wells LMW-06, LMW-07, LMW-08, and LMW-09, DPE-09 and MW-06. Phytoremediation program is being implemented at the site. The trees were planted in 2014 in a grid-like pattern. The impacts on groundwater and soil concentrations will not likely be observed until after several years of tree growth and after a mature root system has developed. AZ 4-8-2020 Reviewed a report dated 3/27/2020. During this monitoring period, groundwater sampling was completed in November 2019. No free-phase product was measured in any gauged wells. Groundwater total VOCs concentrations in wells above AWQSGVs ranged from 60 ?g/L in well LMW-04 to 3,384 ?g/L in well LMW-08. Historically, VOC concentrations have been variable at the Site. During this monitoring period, VOC concentrations varied with

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MARINE PARK GARAGE DPR -DDC (Continued)

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some wells reporting increases and other wells reporting decreases when compared to the May 2019 sampling event. Groundwater data indicates seasonal variations in concentrations and groundwater levels. ORC socks were maintained in wells LMW-06 through LMW-10 and were last changed in January 2020. Since planting of the trees, VOC concentrations in wells LMW-08 and LMW-10 (located within the tree planting area) and LMW-07 and LMW-09 (located downgradient from tree planting area) have reported an overall decreasing trend in VOC concentrations. AZ 7-20-2021 Reviewed a report dated April 5, 2021. Groundwater samples were collected from sixteen of the seventeen wells (per the SMP) between August 24 and 26, 2020. The groundwater samples were submitted for laboratory analysis of NYSDEC CP-51 list VOCs. The groundwater results were compared to NYSDEC s AWQSGVs. No groundwater sample was collected from wells DPE-06 as this well was inaccessible. A total of 16 groundwater samples were collected and submitted for laboratory analysis of CP-51 list VOCs. Of the 16 groundwater samples, VOC concentrations greater than AWQSGVs were reported in 12 monitoring wells (DPE-09, DPE-11, LMW-02, LMW-03R, LMW-04 through LMW-08, LMW-09R, LMW-10, and MW-06). Total VOC concentrations in these 12 samples reported VOC concentrations above AWQSGVs ranging from 45 micrograms per Liter (ppb) in well DPE-09 to 3,111 ppb in well LMW-10. Overall, eight monitoring wells (MW-06, DPE-11, DPE-12, LMW-04, LMW-05, LMW-06, LMW-07, and LMW-10) reported increases in total VOC concentrations compared to the most recent sampling data (February 2020). Six wells (RXMW-04, DPE-09, LMW-02, LMW-03R, LMW-08, and LMW-09R) reported decreases and two wells (RXMW-01 and RXMW-03R) reported no change in total VOC concentrations compared to the most recent sampling data (February 2020). The ORC socks in wells LMW-06, LMW-07, LMW-08, LMW-09R, and LMW-10 were changed following sampling in August 2020. At this point, the trees have been planted for six years. Growth has varied between individual tree locations; however, all trees have shown overall growth ranging from 20 to 50 feet. Tree locations around wells LMW-08 and LMW-10 include TS-01, TS-05, TS-06, TS-07, TS-08 and TS-15. AZ 2-3-2022 Reviewed a report dated September 20, 2021. According to the report, during 2021, little growth was observed in a majority of the trees. At least five of the trees have been either destroyed and/or infected by a fungal disease (canker). While there are no treatments for this condition, care was taken in October 2020 to trim infected branches off and cleaning up leaves and debris associated with the trees suspected to be infected to prevent airborne spread of the fungi. If trimming of the trees and debris removal indicates continued disease of select trees, once the growing season begins, infected trees may need to be removed. Based on current conditions, trees TS-06, TS-19, and TS-20 should be removed in Fall 2021. During this monitoring period, groundwater sampling was completed in February 2021. No free-phase product was measured in any gauged wells. Groundwater total VOCs concentrations in wells that reported concentrations greater than AWQSGVs ranged from 15 ppb in well DPE-11 to 3,853 ppb in well LMW-08. LMW-08 ORC socks were maintained in wells LMW-06 through LMW-10 and were last changed following sampling of the wells in August 2020. Total VOC concentrations reported during this monitoring period were within historical ranges. AZ"

Remarks:

"lab results recieved today indicated contaminated soil around tanks. Also see spill # 9609489. "

All Materials:

Site ID:

121505

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Operable Unit ID: 1034449
 Operable Unit: 01
 Material ID: 345908
 Material Code: 0009
 Material Name: gasoline
 Case No.: Not reported
 Material FA: Petroleum
 Quantity: .00
 Units: G
 Recovered: .00
 Oxygenate: Not reported

C14
SSE
 1/4-1/2
 0.414 mi.
 2186 ft.

HIGHWAY PATROL PRECINCT # 2 NYPD -DDC
2900 FLATBUSH AVENUE
BROOKLYN, NY

NY LTANKS
NY Spills

S103824881
N/A

Site 3 of 3 in cluster C

Relative:
Higher
Actual:
14 ft.

LTANKS:
 Name: HIGHWAY PATROL PRECINCT # 2 NYPD -DDC
 Address: 2900 FLATBUSH AVENUE
 City,State,Zip: BROOKLYN, NY
 Spill Number/Closed Date: 9815454 / 2003-04-24
 Facility ID: 9815454
 Site ID: 302212
 Spill Date: 1999-03-29
 Spill Cause: Tank Test Failure
 Spill Source: Institutional, Educational, Gov., Other
 Spill Class: B3
 Cleanup Ceased: Not reported
 SWIS: 2401
 Investigator: JMKRIMGO
 Referred To: Not reported
 Reported to Dept: 1999-03-29
 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: 1999-03-29
 Spill Record Last Update: 2004-12-28
 Spiller Name: LT PATRISI
 Spiller Company: HIGHWAY PATROL #2
 Spiller Address: 2900 FLATBUSH AVE
 Spiller County: 001
 Spiller Contact: LT PATRISI
 Spiller Phone: (718) 377-0695
 Spiller Extention: Not reported
 DEC Region: 2
 DER Facility ID: 78450
 DEC Memo: "Prior to Sept, 2004 data translation this spill Lead_DEC Field was KRIMGOLD Remediation completed by DDC contractor."
 Remarks: "WILL ISOLATE AND RE-TEST"

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HIGHWAY PATROL PRECINCT # 2 NYPD -DDC (Continued)

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All TTF:

Facility ID: 9815454
Spill Number: 9815454
Spill Tank Test: 1546993
Site ID: 302212
Tank Number: Not reported
Tank Size: 2500
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: 302212
Operable Unit ID: 1073469
Operable Unit: 01
Material ID: 308559
Material Code: 0001A
Material Name: #2 fuel oil
Case No.: Not reported
Material FA: Petroleum
Quantity: .00
Units: G
Recovered: .00
Oxygenate: Not reported

SPILLS:

Name: FLATBUSH AVENUE YARD DOT -DDC
Address: 2900 FLATBUSH AVENUE
City,State,Zip: BROOKLYN, NY
Spill Number/Closed Date: 9507160 / 2014-09-10
Facility ID: 9507160
Facility Type: ER
DER Facility ID: 78450
Site ID: 302209
DEC Region: 2
Spill Cause: Unknown
Spill Class: B3
SWIS: 2401
Spill Date: 1995-09-12
Investigator: ADZHITOM
Referred To: INJECTIONS ARE PERFORMED
Reported to Dept: 1995-09-12
CID: Not reported
Water Affected: Not reported
Spill Source: Commercial/Industrial
Spill Notifier: Other
Cleanup Ceased: Not reported

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HIGHWAY PATROL PRECINCT # 2 NYPD -DDC (Continued)

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Cleanup Meets Std:	False
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	True
Remediation Phase:	0
Date Entered In Computer:	1948-12-27
Spill Record Last Update:	2014-09-10
Spiller Name:	Not reported
Spiller Company:	NYC DEPT OF TRANS
Spiller Address:	Not reported
Spiller Company:	001
Contact Name:	RALPH ROSSI
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was ZHITOMIRSKY TRANSFERRED FROM Y.KRIMGOLD. April 15, 2005. The site is being remediated under NYCDDC Consent Order. Air Sparging system is installed at the site. I reviewed quaterly remediation status report received February 2005. The report stated that various wellhead and system readings were collected. System adjustments were made. SVE lines were purged on a weekly basis, due to the shallow water table the SVE lines filled up with water. According to the report the system performance is satisfactory. Consultants recommended to eliminate semi-annual soil sampling. The Department proposed to perform soil sampling annually. Reporting frequency changed from monthly to quarterly. Alex Zhitomirsky 10/25/2006 The site was transferred to Greyhawk from PMS on January 1, 2006. A monitoring report was received on September 27, 2006. No reports were recieved between August 2005 and September 2006. AZ 10/30/2006 Reviewed a Monitoring Report dated September 22, 2006. The report presented remedial system performance and groundwater monitoring data. The report stated that the total VOC concentration in well VP-06 increased from non-detect to 306 ppb. In the report, Greyhawk proposed to reduce the frequency of well gauging from monthly to quarterly, reduce the frequency of groundwater sampling from quarterly to semi-annual, remove analysis of SVOCs from the groundwater sampling program and attempt to locate or replace well MW-07. The Department concured with Roux s recommendations. However, groundwater samples should be collected from all wells during each semi-annual monitoring event. A letter to DDC was issued. AZ 4/17/2007 Reviewed a Monitoring Report dated March 15, 2007 and received on March 23, 2007. The report presented remedial system performance and groundwater monitoring data for October through December 2006. The report stated that VOC were detected only in three of the eight monitoring wells sampled: MW-05(9 ppb), MW-9(1 ppb) and VP-01(10 ppb). Concentrations increased in VP-01 from non-detect to 19ppb, MW-05 from 5 ppb to 9 ppb. According to ROUX AS/SVE system is active and has reached asymptotic levels. Quarterly groundwater sampling was reduced to semi-annual with DEC approval(Oct.31, 2006). Roux recommended Temporarily shut down th AS/SVE system and collect confirmatory soil samples. A Work Plan will be submitted separately. Continue conducting semi-annual groundwater sampling. DEC approved these proposals.E-mail was sent to ROux/DDC:I have reviewed Monitoring Report for the period of October through December 2006 and dated March 15, 2007, for this site. There report recommends temporarily shutting down AS/SVE system and collect confirmatory soil samples. DEC concurs with these proposals. A Work Plan for the soil sampling should be submitted to DEC. Groundwater sampling should conducted semi-annually in all currently monitored wells. A full

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round of groundwater sampling should be performed in all wells prior to petitioning for the spill closure. AZ 2-8-2008 An e-mail was sent to DDC/Roux: I have reviewed semi-annual report for the above site submitted on November 13, 2007. I concur with Roux's proposal to reduce groundwater gauging frequency to semi-annual. Wells VP-06, MW-06 and MW-09 could be removed from the sampling program. Proposed soil borings are approved. AZ 1-21-2009 An e-mail was sent to DDC/Roux/V.Brevdo/Greyhawk: I have reviewed semi-annual monitoring report for the above site which covers the period from July 2007 to June 2008. Roux proposed performing the four-event RegenOx injections. This proposal is approved. Well MW-5 could be removed from the groundwater sampling program. AZ 12-03-09 Reviewed Semi-annual report fro the period July 2008 through January 2009 and dated May 6-09. VOCs exceedances were detected in three wells and ranged from 272 ppb to 1,298 ppb. Roux will preform four-event Regen-Ox injections approved by DEC after funding is obtained by NYC DDC and continue semi-annual groundwater monitoring. AZ 6-10-2011 Reviewed In Situ Chemical Oxidation (ISCO) Work Plan submitted by LiRo dated March 28, 2011. AS/SVE system was not effective and reached asymptotic removal levels for soil and groundwater as per Greyhawk/Roux. Two rounds of In Situ Chemical Oxidation injections using RegenOx were performed at the site in 2009. Originally 3-4 rounds of injections were planned. While installing injection points soil contamination was encountered in four samples from four points ranging from 19,880 ppb to 39,900 ppb. LiRo submitted proposal for ISCO using Klosur Persulfate. I contacted LiRo and requested information about this particular product. LiRo has not used it before but will provide DEC with the necessary information. EPA will be notified of the injection if they are performed. AZ 6-21-2011 An email was sent to S. Frank: Steve, I briefly looked at the case studies. Only one mentions this particular brand of ISCO. Do you have other ones? AZ 6-27-2011 LiRo submitted additional Klosur studies. I also consulted Jim Harrington. He confirmed that Klosur was used at other sites overseen by DEC and that Klosur is acceptable remedy. The following e-mail was sent to S. Frank/DDC/V. Brevdo: LiRo submitted proposal for implementation of ISCO using Klosur Persulfate. I contacted LiRo and requested additional information about this particular product. LiRo has not used it before but provided DEC with the necessary information. This remediation plan is approved. EPA should be notified of the injection. A temporary subsurface vapor recovery system should be installed, if necessary. Responsible Party and its contractors are solely responsible for the safe execution of all work performed at the site. Furthermore, the Responsible Party and its contractors are solely responsible for the implementation of the appropriate health and safety measures during the performance of this work. AZ 3-26-2012 Reviewed semi-annual monitoring report dated December 19, 2011. In September 2011 LiRo installed six injection points and injected 1,228 lbs of Klosur and 573 gallons of hydrogen peroxide. Groundwater monitoring performed in October 2011 showed a decrease in total VOC contaminate levels in monitoring wells by 14% to 95%. AZ 4-10-2013 Reviewed semi-annual monitoring report dated August 29, 2013. Second ISCO injection was performed on May 29-31, 2012. Post injection gw monitoring will be performed. AZ 10-28-2013 Reviewed semi-annual monitoring report dated March 12, 2013. Second ISCO injection was performed on May 29-31, 2012. Impacts to the site soils are localized around borings IP-01, IP-02, IP-09 and IP-12 based 2009 data. ISCO injections have reduced VOC concentrations in

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HIGHWAY PATROL PRECINCT # 2 NYPD -DDC (Continued)

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the highest concentrations wells (VP-03 and VP-04). residual dissolved-phase groundwater concentrations above standards are localized. AZ 3-4-2014 Reviewed semi-annual monitoring report (Feb. 2013--Aug. 2013) dated October 15, 2013. The report stated that ISCO injections have reduced VOC concentrations in the highest concentrations wells. However, the geometry of the dissolved-phase plume remained similar in size compared to pre-ISCO conditions. Impacts to site soils remain from 1.5 to 10 ft bgs based on 2009 data. Called S. Frank and discussed the site. It was agreed that another round of monitoring will be performed. If contaminant levels stay low the spill will be closed. AZ 9-9-2014 Reviewed groundwater sampling results and spill closure request dated July 17, 2014. According to the report, three gasoline and diesel USTs were located within one excavation area and were removed in September 1995. During removal of the USTs, petroleum impacted soil was encountered. In November 1997, two 550-gallon diesel USTs and the associated pump dispenser were removed. Petroleum impacted soil (as well as petroleum sheen) was encountered during tank removal activities. The Air Sparging System was constructed and operated between March 2003 and April 2007. The system was shut-down due to low VOC mass removal rates. Residual soil contamination ranging from 19,880 ppb to 39,900 ppb was reported at the site in 2009. In order to address residual soil and groundwater contamination, In-Situ Chemical Oxidation (ISCO) RegenOx injections were completed in 2009/2010. In addition, two Klosur injections were completed in September 2011 and May 2012. On July 2, 2014, groundwater samples were collected in all 19 site monitoring wells. Of the 19 groundwater samples analyzed, three wells reported VOC concentrations above groundwater standards and ranged from 33 ppb to 45 ppb. These results confirmed that site remedial measures have adequately addressed petroleum contamination. Based on the results of groundwater sampling this spill is closed. AZ 9-10-2014 The following e-mail was sent to S. Frank/V. Brevdo and F. Ashkan: Dear Steve, I have reviewed Groundwater Sampling Results and Spill Closure Request dated July 17, 2014. According to the report, three gasoline and diesel USTs were located within one excavation area and were removed in September 1995. During removal of the USTs, petroleum impacted soil was encountered. In November 1997, two 550-gallon diesel USTs and the associated pump dispenser were removed. Petroleum impacted soil (as well as petroleum sheen) was encountered during tank removal activities. The Air Sparging System was constructed and operated between March 2003 and April 2007. The system was shut-down due to low VOC mass removal rates. Residual soil contamination ranging from 19,880 ppb to 39,900 ppb was reported at the site in 2009. In order to address residual soil and groundwater contamination, In-Situ Chemical Oxidation (ISCO) RegenOx injections were completed in 2009/2010. In addition, two ISCO injections of Klosur were completed in September 2011 and May 2012. On July 2, 2014, groundwater samples were collected in all 19 site monitoring wells. Of the 19 groundwater samples analyzed, three wells reported VOC concentrations above groundwater standards and ranged from 33 ppb to 45 ppb. These results confirmed that site remedial measures have adequately addressed petroleum contamination. LiRo requested closure of this spill. Based on the above information, this spill is closed. All wells should be checked for the presence of free phase product prior to decommissioning. The Department hereby reserves all of its rights concerning, and such forbearance shall not extend to, any further investigation or remedial action the Department deems

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necessary due to: I. The off-site migration of petroleum contaminants that was unknown at the time of this closure. II. Environmental conditions related to this spill case which were unknown to the Department at the time of this closure. III. Information received, in whole or part, after the Department's spill case closure, which indicates that corrective action was not sufficiently protective of human health and/or the environment. IV. Fraud in obtaining this spill case closure determination. As a precaution, we must bring your attention to our concerns for the future use of this site. If subsurface contamination is encountered while excavating for any construction activity, appropriate remedial and vapor mitigation efforts must be taken to fully prevent vapor intrusion into any site development and to ensure human health and safety. This spill closure does not exempt the Responsible Parties from compliance with any applicable laws and regulations. Please be advised that you should maintain a permanent file of all documentation and correspondence regarding this case for future use as the Department's files may not be maintained indefinitely. Sincerely, Alexander Zhitomirsky - Engineering Geologist 2 New York State Department of Environmental Conservation 47-40 21st Street Long Island City, NY 11101 phone: 718.482-6387 - fax 718.482-6390 "

Remarks: "CALLER REMOVING TANKS AND FOUND SOIL CONTAMINATED WITH WITHER GASOLINE OR DEISEL, UNSURE WHICH"

All Materials:

Site ID: 302209
Operable Unit ID: 1021972
Operable Unit: 01
Material ID: 361587
Material Code: 0009
Material Name: gasoline
Case No.: Not reported
Material FA: Petroleum
Quantity: .00
Units: G
Recovered: .00
Oxygenate: Not reported

Site ID: 302209
Operable Unit ID: 1021972
Operable Unit: 01
Material ID: 361586
Material Code: 0008
Material Name: diesel
Case No.: Not reported
Material FA: Petroleum
Quantity: .00
Units: G
Recovered: .00
Oxygenate: Not reported

Name: FLATBUSH AVENUE YARD DOT -DDC
Address: 2900 FLATBUSH AVENUE
City,State,Zip: BROOKLYN, NY
Spill Number/Closed Date: 0013596 / 2003-02-13
Facility ID: 0013596
Facility Type: ER

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

HIGHWAY PATROL PRECINCT # 2 NYPD -DDC (Continued)

S103824881

DER Facility ID: 78450
Site ID: 302208
DEC Region: 2
Spill Cause: Unknown
Spill Class: C4
SWIS: 2401
Spill Date: 2000-04-21
Investigator: TJDEMEO
Referred To: Not reported
Reported to Dept: 2001-03-28
CID: 207
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: 2001-03-28
Spill Record Last Update: 2004-12-24
Spiller Name: Not reported
Spiller Company: Not reported
Spiller Address: Not reported
Spiller Company: 001
Contact Name: POWERS
DEC Memo: "Prior to Sept, 2004 data translation this spill Lead_DEC Field was DEMEO 2/13/2003 - Closed Due To The Nature / Extent Of The Spill Report"

Remarks: ""

All Materials:

Site ID: 302208
Operable Unit ID: 835702
Operable Unit: 01
Material ID: 540304
Material Code: 0064A
Material Name: unknown material
Case No.: Not reported
Material FA: Other
Quantity: .00
Units: G
Recovered: .00
Oxygenate: Not reported

Name: HIGHWAY PATROL PRECINCT # 2 NYPD -DDC
Address: 2900 FLATBUSH AVENUE
City,State,Zip: BROOKLYN, NY
Spill Number/Closed Date: 9612421 / 2003-11-03
Facility ID: 9612421
Facility Type: ER
DER Facility ID: 78450
Site ID: 302211
DEC Region: 2
Spill Cause: Unknown
Spill Class: B3

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

HIGHWAY PATROL PRECINCT # 2 NYPD -DDC (Continued)

S103824881

SWIS: 2401
Spill Date: 1997-01-17
Investigator: JMKRIMGO
Referred To: Not reported
Reported to Dept: 1997-01-17
CID: 369
Water Affected: Not reported
Spill Source: Institutional, Educational, Gov., Other
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: 1997-01-17
Spill Record Last Update: 2004-12-28
Spiller Name: GABE RAMOS
Spiller Company: NYPD HIGHWAY PATROL
Spiller Address: FLATBUSH AVE
Spiller Company: 001
Contact Name: GABE RAMOS
DEC Memo: "Prior to Sept, 2004 data translation this spill Lead_DEC Field was
KRIMGOLD Same as spill # 9512582."
Remarks: "RECIEVED LAB RESULTS TODAY AND REPORTED UNDERGROUND STORAGE TANKS IN
A GEOPROBE INVESTIGATION"

All Materials:

Site ID: 302211
Operable Unit ID: 1043932
Operable Unit: 01
Material ID: 341066
Material Code: 0009
Material Name: gasoline
Case No.: Not reported
Material FA: Petroleum
Quantity: .00
Units: G
Recovered: .00
Oxygenate: Not reported

Site ID: 302211
Operable Unit ID: 1043932
Operable Unit: 01
Material ID: 2096842
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
Oxygenate: Not reported

Name: HIGHWAY PATROL PRECINCT # 2 NYPD -DDC
Address: 2900 FLATBUSH AVENUE
City,State,Zip: BROOKLYN, NY

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

HIGHWAY PATROL PRECINCT # 2 NYPD -DDC (Continued)

S103824881

Spill Number/Closed Date: 9512582 / 2003-04-25
Facility ID: 9512582
Facility Type: ER
DER Facility ID: 78450
Site ID: 85381
DEC Region: 2
Spill Cause: Unknown
Spill Class: B3
SWIS: 2401
Spill Date: 1996-01-10
Investigator: JMKRIMGO
Referred To: Not reported
Reported to Dept: 1996-01-10
CID: 204
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: 1996-01-10
Spill Record Last Update: 2004-12-28
Spiller Name: UNKNOWN
Spiller Company: NEW YORK CITY POLICE DEPT
Spiller Address: 2900 FLATBUSH AVENUE
Spiller Company: 001
Contact Name: BOB KREUZER
DEC Memo: "Prior to Sept, 2004 data translation this spill Lead_DEC Field was KRIMGOLD 4/25/03. Soil and GW analytical data show no exceedances of the State standards at this site anymore. NFA. (See DDC file). See also spill # 9612421."

Remarks: "LABRATORY SAMPLES SHOW SOIL CONTAMINATION"

All Materials:

Site ID: 85381
Operable Unit ID: 1026911
Operable Unit: 01
Material ID: 356330
Material Code: 0009
Material Name: gasoline
Case No.: Not reported
Material FA: Petroleum
Quantity: .00
Units: G
Recovered: .00
Oxygenate: Not reported

Name: NYCDOT EQUIP YARD
Address: 2900 FLATBUSH AVENUE
City,State,Zip: BROOKLYN, NY
Spill Number/Closed Date: 0410621 / 2004-12-28
Facility ID: 0410621
Facility Type: ER
DER Facility ID: 78450

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

HIGHWAY PATROL PRECINCT # 2 NYPD -DDC (Continued)

S103824881

Site ID: 335645
DEC Region: 2
Spill Cause: Equipment Failure
Spill Class: C4
SWIS: 2401
Spill Date: 2004-12-23
Investigator: TJDEMEO
Referred To: Not reported
Reported to Dept: 2004-12-27
CID: 407
Water Affected: Not reported
Spill Source: Commercial/Industrial
Spill Notifier: Other
Cleanup Ceased: Not reported
Cleanup Meets Std: True
Last Inspection: Not reported
Recommended Penalty: False
UST Trust: False
Remediation Phase: 0
Date Entered In Computer: 2004-12-28
Spill Record Last Update: 2004-12-28
Spiller Name: Not reported
Spiller Company: NYC DOT
Spiller Address: Not reported
Spiller Company: 999
Contact Name: ROB SZCZEPANSKI
DEC Memo: "Sangesland spoke to Envirotrack rep. He said there was a minor hydraulic oil spill from some equipment parked in a DOT equipment yard. Speedie dry was used to absorb the oil and the area was cleaned up."
Remarks: "Spill has been cleaned up"

All Materials:

Site ID: 335645
Operable Unit ID: 1097707
Operable Unit: 01
Material ID: 577733
Material Code: 0010
Material Name: hydraulic oil
Case No.: Not reported
Material FA: Petroleum
Quantity: 5.00
Units: G
Recovered: 5.00
Oxygenate: Not reported

Count: 14 records.

ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)
BROOKLYN	S113916585	DAVIDSON PIPE SUPPLY COMPANY	3RD AVE & 37TH STREET		NY SHWS
BROOKLYN	S126023659	RALPH AVE	BOUNDED BY AVE T, E 66TH STREE		NY SWF/LF
BROOKLYN	S126022792	CRESCENT STREET - SHERIDAN & FAIRF	BOUNDED BY ATKINS AVE, COZINE		NY SWF/LF
BROOKLYN	S126023326	MARINE PARK	BOUNDED BY FLATBUSH AVENUE, RO		NY SWF/LF
BROOKLYN	S126023861	STRICKLAND AVE	BOUNDED BY STRICKLAND AVENUE,		NY SWF/LF
BROOKLYN	S126023777	SEAVIEW PARK	BOUNDED BY FRESH CREEK, SEAVIE		NY SWF/LF
BROOKLYN	S126023819	SOUTH SHORE INCINERATOR	BOUNDED BY STANLEY AVENUE, 79T		NY SWF/LF
BROOKLYN	S128781725	GOLDEN TOUCH CLEANERS	326 FLATBUSH AVE		NY DRYCLEANERS
BROOKLYN	1026655073	DEAD HORSE BAY	FLATBUSH AVENUE	11234	SEMS
BROOKLYN	S126022983	FOUNTAIN AVE	FOUNTAIN AVE. AND SHORE PKWY		NY SWF/LF
BROOKLYN	S126022660	CALVER VAUX/DRIER OFFERMAN	10 HUTCHINSON RIVER PKWY CROPS		NY SWF/LF
BROOKLYN	S113916803	BRAGG STREET AVENUE W GW	INTERSECTION OF BRAGG STREET A	11229	NY SHWS
BROOKLYN	S102662541	MILL AVE. / BROOKLYN, NEW	MILL AVENUE		NY LTANKS
BROOKLYN	S126023581	PENNSYLVANIA AVE	PENINSULA PROJECTING INTO JAMA		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	Source: EPA
Date Data Arrived at EDR: 11/01/2022	Telephone: N/A
Date Made Active in Reports: 11/15/2022	Last EDR Contact: 01/03/2023
Number of Days to Update: 14	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 6
Telephone: 214-655-6659

EPA Region 3
Telephone 215-814-5418

EPA Region 7
Telephone: 913-551-7247

EPA Region 4
Telephone 404-562-8033

EPA Region 8
Telephone: 303-312-6774

EPA Region 5
Telephone 312-886-6686

EPA Region 9
Telephone: 415-947-4246

EPA Region 10
Telephone 206-553-8665

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	Source: EPA
Date Data Arrived at EDR: 11/01/2022	Telephone: N/A
Date Made Active in Reports: 11/15/2022	Last EDR Contact: 01/03/2023
Number of Days to Update: 14	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.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

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: 01/03/2023
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 known 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: 01/03/2023
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

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

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	Source: EPA
Date Data Arrived at EDR: 11/01/2022	Telephone: 800-424-9346
Date Made Active in Reports: 11/15/2022	Last EDR Contact: 01/03/2023
Number of Days to Update: 14	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	Source: EPA
Date Data Arrived at EDR: 11/21/2022	Telephone: 800-424-9346
Date Made Active in Reports: 12/05/2022	Last EDR Contact: 12/21/2022
Number of Days to Update: 14	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	Source: Environmental Protection Agency
Date Data Arrived at EDR: 11/21/2022	Telephone: (212) 637-3660
Date Made Active in Reports: 12/05/2022	Last EDR Contact: 12/21/2022
Number of Days to Update: 14	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	Source: Environmental Protection Agency
Date Data Arrived at EDR: 11/21/2022	Telephone: (212) 637-3660
Date Made Active in Reports: 12/05/2022	Last EDR Contact: 12/21/2022
Number of Days to Update: 14	Next Scheduled EDR Contact: 04/03/2023
	Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

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	Source: Environmental Protection Agency
Date Data Arrived at EDR: 11/21/2022	Telephone: (212) 637-3660
Date Made Active in Reports: 12/05/2022	Last EDR Contact: 12/21/2022
Number of Days to Update: 14	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	Source: Environmental Protection Agency
Date Data Arrived at EDR: 11/21/2022	Telephone: (212) 637-3660
Date Made Active in Reports: 12/05/2022	Last EDR Contact: 12/21/2022
Number of Days to Update: 14	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: 08/16/2022	Source: Department of the Navy
Date Data Arrived at EDR: 08/22/2022	Telephone: 843-820-7326
Date Made Active in Reports: 10/24/2022	Last EDR Contact: 11/01/2022
Number of Days to Update: 63	Next Scheduled EDR Contact: 02/20/2023
	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: 08/15/2022	Source: Environmental Protection Agency
Date Data Arrived at EDR: 08/17/2022	Telephone: 703-603-0695
Date Made Active in Reports: 10/24/2022	Last EDR Contact: 11/16/2022
Number of Days to Update: 68	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: 08/15/2022	Source: Environmental Protection Agency
Date Data Arrived at EDR: 08/17/2022	Telephone: 703-603-0695
Date Made Active in Reports: 10/24/2022	Last EDR Contact: 11/16/2022
Number of Days to Update: 68	Next Scheduled EDR Contact: 03/06/2023
	Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

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	Source: National Response Center, United States Coast Guard
Date Data Arrived at EDR: 12/14/2022	Telephone: 202-267-2180
Date Made Active in Reports: 12/19/2022	Last EDR Contact: 12/14/2022
Number of Days to Update: 5	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: 08/08/2022	Source: Department of Environmental Conservation
Date Data Arrived at EDR: 08/08/2022	Telephone: 518-402-9622
Date Made Active in Reports: 10/24/2022	Last EDR Contact: 11/07/2022
Number of Days to Update: 77	Next Scheduled EDR Contact: 02/20/2023
	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	Source: Department of Environmental Conservation
Date Data Arrived at EDR: 12/22/2022	Telephone: 518-402-8678
Date Made Active in Reports: 12/30/2022	Last EDR Contact: 12/20/2022
Number of Days to Update: 8	Next Scheduled EDR Contact: 04/10/2023
	Data Release Frequency: Quarterly

Lists of state and tribal leaking storage tanks

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	Source: Environmental Protection Agency
Date Data Arrived at EDR: 06/13/2022	Telephone: 415-972-3372
Date Made Active in Reports: 08/16/2022	Last EDR Contact: 12/06/2022
Number of Days to Update: 64	Next Scheduled EDR Contact: 01/30/2023
	Data Release Frequency: Varies

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	Source: EPA Region 8
Date Data Arrived at EDR: 06/13/2022	Telephone: 303-312-6271
Date Made Active in Reports: 08/16/2022	Last EDR Contact: 12/06/2022
Number of Days to Update: 64	Next Scheduled EDR Contact: 01/30/2023
	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.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 04/28/2021	Source: EPA Region 1
Date Data Arrived at EDR: 06/11/2021	Telephone: 617-918-1313
Date Made Active in Reports: 09/07/2021	Last EDR Contact: 10/06/2022
Number of Days to Update: 88	Next Scheduled EDR Contact: 01/30/2023
	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	Source: EPA, Region 5
Date Data Arrived at EDR: 06/13/2022	Telephone: 312-886-7439
Date Made Active in Reports: 08/16/2022	Last EDR Contact: 12/06/2022
Number of Days to Update: 64	Next Scheduled EDR Contact: 01/30/2023
	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	Source: EPA Region 6
Date Data Arrived at EDR: 06/13/2022	Telephone: 214-665-6597
Date Made Active in Reports: 08/16/2022	Last EDR Contact: 12/06/2022
Number of Days to Update: 64	Next Scheduled EDR Contact: 01/30/2023
	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	Source: EPA Region 10
Date Data Arrived at EDR: 06/13/2022	Telephone: 206-553-2857
Date Made Active in Reports: 08/16/2022	Last EDR Contact: 12/06/2022
Number of Days to Update: 64	Next Scheduled EDR Contact: 01/30/2023
	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	Source: EPA Region 4
Date Data Arrived at EDR: 06/13/2022	Telephone: 404-562-8677
Date Made Active in Reports: 08/31/2022	Last EDR Contact: 12/06/2022
Number of Days to Update: 79	Next Scheduled EDR Contact: 01/30/2023
	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	Source: EPA Region 7
Date Data Arrived at EDR: 06/13/2022	Telephone: 913-551-7003
Date Made Active in Reports: 08/16/2022	Last EDR Contact: 12/06/2022
Number of Days to Update: 64	Next Scheduled EDR Contact: 01/30/2023
	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: 08/08/2022	Source: Department of Environmental Conservation
Date Data Arrived at EDR: 08/08/2022	Telephone: 518-402-9549
Date Made Active in Reports: 10/26/2022	Last EDR Contact: 11/07/2022
Number of Days to Update: 79	Next Scheduled EDR Contact: 02/20/2023
	Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

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	Source: Department of Environmental Conservation
Date Data Arrived at EDR: 07/08/2005	Telephone: 518-402-9549
Date Made Active in Reports: 07/14/2005	Last EDR Contact: 07/07/2005
Number of Days to Update: 6	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	Source: FEMA
Date Data Arrived at EDR: 11/05/2021	Telephone: 202-646-5797
Date Made Active in Reports: 02/01/2022	Last EDR Contact: 12/28/2022
Number of Days to Update: 88	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	Source: Department of Environmental Conservation
Date Data Arrived at EDR: 09/20/2022	Telephone: 518-402-9549
Date Made Active in Reports: 12/01/2022	Last EDR Contact: 12/19/2022
Number of Days to Update: 72	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	Source: NYSDEC
Date Data Arrived at EDR: 02/20/2002	Telephone: 518-402-9549
Date Made Active in Reports: 03/22/2002	Last EDR Contact: 10/24/2005
Number of Days to Update: 30	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	Source: NYSDEC
Date Data Arrived at EDR: 02/20/2002	Telephone: 518-402-9549
Date Made Active in Reports: 03/22/2002	Last EDR Contact: 07/25/2005
Number of Days to Update: 30	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	Source: Department of Environmental Conservation
Date Data Arrived at EDR: 09/20/2022	Telephone: 518-402-9549
Date Made Active in Reports: 12/01/2022	Last EDR Contact: 12/19/2022
Number of Days to Update: 72	Next Scheduled EDR Contact: 04/03/2023
	Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

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: 12/06/2022
Next Scheduled EDR Contact: 01/30/2023
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: 12/06/2022
Next Scheduled EDR Contact: 01/30/2023
Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

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	Source: EPA Region 7
Date Data Arrived at EDR: 06/13/2022	Telephone: 913-551-7003
Date Made Active in Reports: 08/16/2022	Last EDR Contact: 12/06/2022
Number of Days to Update: 64	Next Scheduled EDR Contact: 01/30/2023
	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	Source: EPA Region 10
Date Data Arrived at EDR: 06/13/2022	Telephone: 206-553-2857
Date Made Active in Reports: 08/16/2022	Last EDR Contact: 12/06/2022
Number of Days to Update: 64	Next Scheduled EDR Contact: 01/30/2023
	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	Source: EPA, Region 1
Date Data Arrived at EDR: 06/13/2022	Telephone: 617-918-1313
Date Made Active in Reports: 08/16/2022	Last EDR Contact: 12/06/2022
Number of Days to Update: 64	Next Scheduled EDR Contact: 01/30/2023
	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	Source: EPA Region 5
Date Data Arrived at EDR: 06/13/2022	Telephone: 312-886-6136
Date Made Active in Reports: 08/16/2022	Last EDR Contact: 12/06/2022
Number of Days to Update: 64	Next Scheduled EDR Contact: 01/30/2023
	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	Source: EPA Region 6
Date Data Arrived at EDR: 06/13/2022	Telephone: 214-665-7591
Date Made Active in Reports: 08/16/2022	Last EDR Contact: 12/06/2022
Number of Days to Update: 64	Next Scheduled EDR Contact: 01/30/2023
	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	Source: EPA Region 4
Date Data Arrived at EDR: 06/13/2022	Telephone: 404-562-9424
Date Made Active in Reports: 08/31/2022	Last EDR Contact: 12/06/2022
Number of Days to Update: 79	Next Scheduled EDR Contact: 01/30/2023
	Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

TANKS: Storage Tank Facility 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	Source: Department of Environmental Conservation
Date Data Arrived at EDR: 09/20/2022	Telephone: 518-402-9543
Date Made Active in Reports: 12/01/2022	Last EDR Contact: 12/19/2022
Number of Days to Update: 72	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	Source: NYC Department of City Planning
Date Data Arrived at EDR: 09/12/2022	Telephone: 212-720-3401
Date Made Active in Reports: 12/01/2022	Last EDR Contact: 12/12/2022
Number of Days to Update: 80	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	Source: New York City Department of City Planning
Date Data Arrived at EDR: 09/21/2022	Telephone: 212-720-3300
Date Made Active in Reports: 12/01/2022	Last EDR Contact: 12/12/2022
Number of Days to Update: 71	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: 08/08/2022	Source: Department of Environmental Conservation
Date Data Arrived at EDR: 08/08/2022	Telephone: 518-402-9553
Date Made Active in Reports: 10/24/2022	Last EDR Contact: 11/07/2022
Number of Days to Update: 77	Next Scheduled EDR Contact: 02/20/2023
	Data Release Frequency: Quarterly

INST CONTROL: Registry of Institutional Controls

Environmental Remediation sites that have institutional controls in place.

Date of Government Version: 08/08/2022	Source: Department of Environmental Conservation
Date Data Arrived at EDR: 08/08/2022	Telephone: 518-402-9553
Date Made Active in Reports: 10/24/2022	Last EDR Contact: 11/07/2022
Number of Days to Update: 77	Next Scheduled EDR Contact: 02/20/2023
	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.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 08/08/2022
Date Data Arrived at EDR: 08/08/2022
Date Made Active in Reports: 10/24/2022
Number of Days to Update: 77

Source: Department of Environmental Conservation
Telephone: 518-402-9711
Last EDR Contact: 11/07/2022
Next Scheduled EDR Contact: 02/20/2023
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 Listing

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: 08/08/2022
Date Data Arrived at EDR: 08/08/2022
Date Made Active in Reports: 10/24/2022
Number of Days to Update: 77

Source: Department of Environmental Conservation
Telephone: 518-402-9764
Last EDR Contact: 11/07/2022
Next Scheduled EDR Contact: 02/20/2023
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: 08/08/2022
Date Data Arrived at EDR: 08/08/2022
Date Made Active in Reports: 10/24/2022
Number of Days to Update: 77

Source: Department of Environmental Conservation
Telephone: 518-402-9622
Last EDR Contact: 11/07/2022
Next Scheduled EDR Contact: 02/20/2023
Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

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	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/10/2022	Telephone: 202-566-2777
Date Made Active in Reports: 03/10/2022	Last EDR Contact: 12/07/2022
Number of Days to Update: 0	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	Source: Department of Environmental Conservation
Date Data Arrived at EDR: 04/06/2018	Telephone: 518-402-8694
Date Made Active in Reports: 06/08/2018	Last EDR Contact: 12/01/2022
Number of Days to Update: 63	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	Source: Department of Environmental Conservation
Date Data Arrived at EDR: 12/22/2022	Telephone: 518-402-8678
Date Made Active in Reports: 12/30/2022	Last EDR Contact: 12/20/2022
Number of Days to Update: 8	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	Source: Environmental Protection Agency
Date Data Arrived at EDR: 12/03/2007	Telephone: 703-308-8245
Date Made Active in Reports: 01/24/2008	Last EDR Contact: 10/20/2022
Number of Days to Update: 52	Next Scheduled EDR Contact: 02/06/2023
	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	Source: Environmental Protection Agency
Date Data Arrived at EDR: 08/09/2004	Telephone: 800-424-9346
Date Made Active in Reports: 09/17/2004	Last EDR Contact: 06/09/2004
Number of Days to Update: 39	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.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

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: 10/11/2022
Next Scheduled EDR Contact: 01/30/2023
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 Services, Indian Health Service
Telephone: 301-443-1452
Last EDR Contact: 10/28/2022
Next Scheduled EDR Contact: 02/06/2023
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: 07/29/2022
Date Data Arrived at EDR: 08/18/2022
Date Made Active in Reports: 10/24/2022
Number of Days to Update: 67

Source: Drug Enforcement Administration
Telephone: 202-307-1000
Last EDR Contact: 11/16/2022
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: 08/08/2022
Date Data Arrived at EDR: 08/08/2022
Date Made Active in Reports: 10/24/2022
Number of Days to Update: 77

Source: Department of Environmental Conservation
Telephone: 518-402-9622
Last EDR Contact: 11/07/2022
Next Scheduled EDR Contact: 02/20/2023
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: 07/29/2022
Date Data Arrived at EDR: 08/18/2022
Date Made Active in Reports: 10/24/2022
Number of Days to Update: 67

Source: Drug Enforcement Administration
Telephone: 202-307-1000
Last EDR Contact: 11/16/2022
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

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

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: 07/27/2022
Date Data Arrived at EDR: 07/27/2022
Date Made Active in Reports: 10/12/2022
Number of Days to Update: 77

Source: Office of the State Comptroller
Telephone: 518-474-9034
Last EDR Contact: 10/27/2022
Next Scheduled EDR Contact: 02/16/2023
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: 01/03/2023
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: 08/08/2022
Date Data Arrived at EDR: 08/08/2022
Date Made Active in Reports: 10/26/2022
Number of Days to Update: 79

Source: Department of Environmental Conservation
Telephone: 518-402-9549
Last EDR Contact: 11/07/2022
Next Scheduled EDR Contact: 02/20/2023
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.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

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: 08/11/2022
Date Data Arrived at EDR: 08/11/2022
Date Made Active in Reports: 09/30/2022
Number of Days to Update: 50

Source: U.S. Army Corps of Engineers
Telephone: 202-528-4285
Last EDR Contact: 11/10/2022
Next Scheduled EDR Contact: 02/27/2023
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: 10/13/2022
Next Scheduled EDR Contact: 01/23/2023
Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

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	Source: U.S. Geological Survey
Date Data Arrived at EDR: 04/11/2018	Telephone: 888-275-8747
Date Made Active in Reports: 11/06/2019	Last EDR Contact: 01/03/2023
Number of Days to Update: 574	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: 01/01/2017	Source: Environmental Protection Agency
Date Data Arrived at EDR: 02/03/2017	Telephone: 615-532-8599
Date Made Active in Reports: 04/07/2017	Last EDR Contact: 11/03/2022
Number of Days to Update: 63	Next Scheduled EDR Contact: 02/20/2023
	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	Source: Environmental Protection Agency
Date Data Arrived at EDR: 09/20/2022	Telephone: 202-566-1917
Date Made Active in Reports: 12/22/2022	Last EDR Contact: 12/14/2022
Number of Days to Update: 93	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	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/21/2014	Telephone: 617-520-3000
Date Made Active in Reports: 06/17/2014	Last EDR Contact: 10/28/2022
Number of Days to Update: 88	Next Scheduled EDR Contact: 02/16/2023
	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	Source: Environmental Protection Agency
Date Data Arrived at EDR: 05/08/2018	Telephone: 703-308-4044
Date Made Active in Reports: 07/20/2018	Last EDR Contact: 10/28/2022
Number of Days to Update: 73	Next Scheduled EDR Contact: 02/16/2023
	Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

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	Source: EPA
Date Data Arrived at EDR: 06/17/2020	Telephone: 202-260-5521
Date Made Active in Reports: 09/10/2020	Last EDR Contact: 12/12/2022
Number of Days to Update: 85	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: 12/31/2018	Source: EPA
Date Data Arrived at EDR: 08/14/2020	Telephone: 202-566-0250
Date Made Active in Reports: 11/04/2020	Last EDR Contact: 11/01/2022
Number of Days to Update: 82	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: 07/18/2022	Source: EPA
Date Data Arrived at EDR: 07/18/2022	Telephone: 202-564-4203
Date Made Active in Reports: 07/29/2022	Last EDR Contact: 10/18/2022
Number of Days to Update: 11	Next Scheduled EDR Contact: 01/30/2023
	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	Source: EPA
Date Data Arrived at EDR: 11/01/2022	Telephone: 703-416-0223
Date Made Active in Reports: 11/15/2022	Last EDR Contact: 01/03/2023
Number of Days to Update: 14	Next Scheduled EDR Contact: 03/13/2023
	Data Release Frequency: Annually

RMP: Risk Management Plans

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

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	Source: Environmental Protection Agency
Date Data Arrived at EDR: 05/04/2022	Telephone: 202-564-8600
Date Made Active in Reports: 05/10/2022	Last EDR Contact: 10/27/2022
Number of Days to Update: 6	Next Scheduled EDR Contact: 01/30/2023
	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	Source: EPA
Date Data Arrived at EDR: 07/03/1995	Telephone: 202-564-4104
Date Made Active in Reports: 08/07/1995	Last EDR Contact: 06/02/2008
Number of Days to Update: 35	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	Source: EPA
Date Data Arrived at EDR: 11/01/2022	Telephone: 202-564-6023
Date Made Active in Reports: 11/15/2022	Last EDR Contact: 01/03/2023
Number of Days to Update: 14	Next Scheduled EDR Contact: 02/16/2023
	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	Source: EPA
Date Data Arrived at EDR: 01/20/2022	Telephone: 202-566-0500
Date Made Active in Reports: 03/25/2022	Last EDR Contact: 01/04/2023
Number of Days to Update: 64	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	Source: Environmental Protection Agency
Date Data Arrived at EDR: 11/23/2016	Telephone: 202-564-2501
Date Made Active in Reports: 02/10/2017	Last EDR Contact: 12/28/2022
Number of Days to Update: 79	Next Scheduled EDR Contact: 04/17/2023
	Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

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	Source: EPA/Office of Prevention, Pesticides and Toxic Substances
Date Data Arrived at EDR: 04/16/2009	Telephone: 202-566-1667
Date Made Active in Reports: 05/11/2009	Last EDR Contact: 08/18/2017
Number of Days to Update: 25	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	Source: EPA
Date Data Arrived at EDR: 04/16/2009	Telephone: 202-566-1667
Date Made Active in Reports: 05/11/2009	Last EDR Contact: 08/18/2017
Number of Days to Update: 25	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	Source: Nuclear Regulatory Commission
Date Data Arrived at EDR: 11/22/2022	Telephone: 301-415-7169
Date Made Active in Reports: 12/05/2022	Last EDR Contact: 10/11/2022
Number of Days to Update: 13	Next Scheduled EDR Contact: 01/30/2023
	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	Source: Department of Energy
Date Data Arrived at EDR: 11/30/2021	Telephone: 202-586-8719
Date Made Active in Reports: 02/22/2022	Last EDR Contact: 11/29/2022
Number of Days to Update: 84	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	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/05/2019	Telephone: N/A
Date Made Active in Reports: 11/11/2019	Last EDR Contact: 11/23/2022
Number of Days to Update: 251	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	Source: Environmental Protection Agency
Date Data Arrived at EDR: 11/06/2019	Telephone: 202-566-0517
Date Made Active in Reports: 02/10/2020	Last EDR Contact: 11/03/2022
Number of Days to Update: 96	Next Scheduled EDR Contact: 02/13/2023
	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.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

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 Transportation, 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 Transportation, Office of Pipeline Safety
Telephone: 202-366-4595
Last EDR Contact: 10/24/2022
Next Scheduled EDR Contact: 02/06/2023
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: 06/30/2022
Date Data Arrived at EDR: 07/21/2022
Date Made Active in Reports: 09/30/2022
Number of Days to Update: 71

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

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

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	Source: USGS
Date Data Arrived at EDR: 07/14/2015	Telephone: 202-208-3710
Date Made Active in Reports: 01/10/2017	Last EDR Contact: 01/06/2023
Number of Days to Update: 546	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	Source: Department of Energy
Date Data Arrived at EDR: 07/27/2021	Telephone: 202-586-3559
Date Made Active in Reports: 10/22/2021	Last EDR Contact: 10/27/2022
Number of Days to Update: 87	Next Scheduled EDR Contact: 02/16/2023
	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	Source: Department of Energy
Date Data Arrived at EDR: 11/15/2019	Telephone: 505-845-0011
Date Made Active in Reports: 01/28/2020	Last EDR Contact: 11/09/2022
Number of Days to Update: 74	Next Scheduled EDR Contact: 02/27/2023
	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	Source: Environmental Protection Agency
Date Data Arrived at EDR: 11/01/2022	Telephone: 703-603-8787
Date Made Active in Reports: 11/15/2022	Last EDR Contact: 01/03/2023
Number of Days to Update: 14	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 1931 and 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	Source: American Journal of Public Health
Date Data Arrived at EDR: 10/27/2010	Telephone: 703-305-6451
Date Made Active in Reports: 12/02/2010	Last EDR Contact: 12/02/2009
Number of Days to Update: 36	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.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

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

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: 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: 08/03/2022
Date Data Arrived at EDR: 08/17/2022
Date Made Active in Reports: 08/31/2022
Number of Days to Update: 14

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

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.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

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: 12/31/2020
Date Data Arrived at EDR: 01/11/2022
Date Made Active in Reports: 02/14/2022
Number of Days to Update: 34

Source: Department of Defense
Telephone: 703-704-1564
Last EDR Contact: 10/05/2022
Next Scheduled EDR Contact: 01/23/2023
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: 08/11/2022
Date Data Arrived at EDR: 08/11/2022
Date Made Active in Reports: 09/30/2022
Number of Days to Update: 50

Source: EPA
Telephone: 800-385-6164
Last EDR Contact: 11/10/2022
Next Scheduled EDR Contact: 02/27/2023
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.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

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: 01/05/2023
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: 10/28/2022
Next Scheduled EDR Contact: 02/06/2023
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.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

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 facilities 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

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

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	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/31/2022	Telephone: 202-272-0167
Date Made Active in Reports: 11/08/2022	Last EDR Contact: 01/05/2023
Number of Days to Update: 222	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: 08/08/2022	Source: Department of Environmental Conservation
Date Data Arrived at EDR: 08/08/2022	Telephone: 518-402-9759
Date Made Active in Reports: 11/15/2022	Last EDR Contact: 11/07/2022
Number of Days to Update: 99	Next Scheduled EDR Contact: 02/20/2023
	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	Source: Department of Environmental Conservation
Date Data Arrived at EDR: 05/08/2019	Telephone: 518-402-9020
Date Made Active in Reports: 06/24/2019	Last EDR Contact: 11/03/2022
Number of Days to Update: 47	Next Scheduled EDR Contact: 02/13/2023
	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: 10/29/2021	Source: Department of Environmental Conservation
Date Data Arrived at EDR: 11/19/2021	Telephone: 518-402-9662
Date Made Active in Reports: 04/26/2022	Last EDR Contact: 10/27/2022
Number of Days to Update: 158	Next Scheduled EDR Contact: 02/16/2023
	Data Release Frequency: Varies

AIRS: Air Emissions Data

Point source emissions inventory data.

Date of Government Version: 07/27/2022	Source: Department of Environmental Conservation
Date Data Arrived at EDR: 07/27/2022	Telephone: 518-402-8452
Date Made Active in Reports: 08/04/2022	Last EDR Contact: 10/11/2022
Number of Days to Update: 8	Next Scheduled EDR Contact: 01/30/2023
	Data Release Frequency: Annually

COAL ASH: Coal Ash Disposal Site Listing

A listing of coal ash disposal site locations.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

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.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

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 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: 08/01/2022
Date Data Arrived at EDR: 08/02/2022
Date Made Active in Reports: 10/18/2022
Number of Days to Update: 77

Source: New York City Department of Housing Preservation & Development
Telephone: 212-863-8200
Last EDR Contact: 10/31/2022
Next Scheduled EDR Contact: 02/16/2023
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: 10/28/2022
Next Scheduled EDR Contact: 02/06/2023
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: 03/25/2022
Date Data Arrived at EDR: 05/05/2022
Date Made Active in Reports: 05/18/2022
Number of Days to Update: 13

Source: Department of Environmental Conservation
Telephone: 518-402-8233
Last EDR Contact: 10/11/2022
Next Scheduled EDR Contact: 01/30/2023
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 Environmental Conservation
Telephone: 518-402-9814
Last EDR Contact: 11/10/2022
Next Scheduled EDR Contact: 02/20/2023
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

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

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	Source: Department of Health
Date Data Arrived at EDR: 10/10/2022	Telephone: 518-402-7650
Date Made Active in Reports: 01/04/2023	Last EDR Contact: 10/10/2022
Number of Days to Update: 86	Next Scheduled EDR Contact: 01/23/2023
	Data Release Frequency: Varies

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: 04/04/2022	Source: New York City Department of Education
Date Data Arrived at EDR: 05/04/2022	Telephone: 212-374-5141
Date Made Active in Reports: 07/26/2022	Last EDR Contact: 10/31/2022
Number of Days to Update: 83	Next Scheduled EDR Contact: 02/16/2023
	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	Source: EPA, Office of Water
Date Data Arrived at EDR: 08/05/2011	Telephone: 202-564-2496
Date Made Active in Reports: 09/29/2011	Last EDR Contact: 12/28/2022
Number of Days to Update: 55	Next Scheduled EDR Contact: 04/17/2023
	Data Release Frequency: Semi-Annually

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	Source: EPA
Date Data Arrived at EDR: 01/06/2015	Telephone: 202-564-2496
Date Made Active in Reports: 05/06/2015	Last EDR Contact: 12/28/2022
Number of Days to Update: 120	Next Scheduled EDR Contact: 04/17/2023
	Data Release Frequency: Semi-Annually

PCS ENF: Enforcement data

No description is available for this data

Date of Government Version: 12/31/2014	Source: EPA
Date Data Arrived at EDR: 02/05/2015	Telephone: 202-564-2497
Date Made Active in Reports: 03/06/2015	Last EDR Contact: 12/28/2022
Number of Days to Update: 29	Next Scheduled EDR Contact: 04/17/2023
	Data Release Frequency: Varies

MINES MRDS: Mineral Resources Data System

Mineral Resources Data System

Date of Government Version: 04/06/2018	Source: USGS
Date Data Arrived at EDR: 10/21/2019	Telephone: 703-648-6533
Date Made Active in Reports: 10/24/2019	Last EDR Contact: 11/22/2022
Number of Days to Update: 3	Next Scheduled EDR Contact: 03/06/2023
	Data Release Frequency: Varies

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.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

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: 10/20/2022
Next Scheduled EDR Contact: 02/06/2023
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: 10/20/2022
Next Scheduled EDR Contact: 02/06/2023
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: 11/02/2022
Next Scheduled EDR Contact: 02/06/2023
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: 10/20/2022
Next Scheduled EDR Contact: 02/06/2023
Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

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	Source: Nassau County Department of Health
Date Data Arrived at EDR: 01/11/2017	Telephone: 516-227-9691
Date Made Active in Reports: 02/15/2017	Last EDR Contact: 11/02/2022
Number of Days to Update: 35	Next Scheduled EDR Contact: 02/06/2023
	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	Source: Nassau County Health Department
Date Data Arrived at EDR: 01/11/2017	Telephone: 516-571-3314
Date Made Active in Reports: 02/15/2017	Last EDR Contact: 11/02/2022
Number of Days to Update: 35	Next Scheduled EDR Contact: 02/06/2023
	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	Source: Nassau County Office of the Fire Marshal
Date Data Arrived at EDR: 02/23/2011	Telephone: 516-572-1000
Date Made Active in Reports: 03/29/2011	Last EDR Contact: 10/20/2022
Number of Days to Update: 34	Next Scheduled EDR Contact: 02/06/2023
	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	Source: Rockland County Health Department
Date Data Arrived at EDR: 03/17/2017	Telephone: 914-364-2605
Date Made Active in Reports: 09/22/2017	Last EDR Contact: 11/22/2022
Number of Days to Update: 189	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	Source: Rockland County Health Department
Date Data Arrived at EDR: 03/17/2017	Telephone: 914-364-2605
Date Made Active in Reports: 09/22/2017	Last EDR Contact: 11/22/2022
Number of Days to Update: 189	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	Source: Suffolk County Department of Health Services
Date Data Arrived at EDR: 12/06/2018	Telephone: 631-854-2521
Date Made Active in Reports: 02/07/2019	Last EDR Contact: 10/20/2022
Number of Days to Update: 63	Next Scheduled EDR Contact: 02/06/2023
	Data Release Frequency: No Update Planned

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

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	Source: Department of Health Services
Date Data Arrived at EDR: 02/05/2019	Telephone: 631-854-2516
Date Made Active in Reports: 03/08/2019	Last EDR Contact: 10/20/2022
Number of Days to Update: 31	Next Scheduled EDR Contact: 02/06/2023
	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	Source: Suffolk County Department of Health Services
Date Data Arrived at EDR: 12/06/2018	Telephone: 631-854-2521
Date Made Active in Reports: 02/07/2019	Last EDR Contact: 10/20/2022
Number of Days to Update: 63	Next Scheduled EDR Contact: 02/06/2023
	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	Source: Westchester County Department of Health
Date Data Arrived at EDR: 08/23/2022	Telephone: 914-813-5161
Date Made Active in Reports: 11/14/2022	Last EDR Contact: 10/24/2022
Number of Days to Update: 83	Next Scheduled EDR Contact: 02/06/2023
	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	Source: Westchester County Department of Health
Date Data Arrived at EDR: 08/23/2022	Telephone: 914-813-5161
Date Made Active in Reports: 11/14/2022	Last EDR Contact: 10/24/2022
Number of Days to Update: 83	Next Scheduled EDR Contact: 02/06/2023
	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: 08/08/2022	Source: Department of Energy & Environmental Protection
Date Data Arrived at EDR: 08/08/2022	Telephone: 860-424-3375
Date Made Active in Reports: 10/21/2022	Last EDR Contact: 11/16/2022
Number of Days to Update: 74	Next Scheduled EDR Contact: 02/20/2023
	Data Release Frequency: No Update Planned

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

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: 12/20/2022
Next Scheduled EDR Contact: 02/27/2023
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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GEOCHECK[®] - PHYSICAL SETTING SOURCE ADDENDUM

TARGET PROPERTY ADDRESS

WTM4SPRW PH I CAR
2879 FLATBUSH AVE
BROOKLYN, NY 11234

TARGET PROPERTY COORDINATES

Latitude (North):	40.600114 - 40° 36' 0.41"
Longitude (West):	73.910039 - 73° 54' 36.14"
Universal Tranverse Mercator:	Zone 18
UTM X (Meters):	592222.5
UTM Y (Meters):	4494727.0
Elevation:	6 ft. above sea level

USGS TOPOGRAPHIC MAP

Target Property Map:	14105972 CONEY ISLAND, NY
Version Date:	2019

EDR's GeoCheck Physical Setting Source Addendum is provided to assist the environmental professional in forming an opinion about the impact of potential contaminant migration.

Assessment of the impact of contaminant migration generally has two principle investigative components:

1. Groundwater flow direction, and
2. Groundwater flow velocity.

Groundwater flow direction may be impacted by surface topography, hydrology, hydrogeology, characteristics of the soil, and nearby wells. Groundwater flow velocity is generally impacted by the nature of the geologic strata.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

GROUNDWATER FLOW DIRECTION INFORMATION

Groundwater flow direction for a particular site is best determined by a qualified environmental professional using site-specific well data. If such data is not reasonably ascertainable, it may be necessary to rely on other sources of information, such as surface topographic information, hydrologic information, hydrogeologic data collected on nearby properties, and regional groundwater flow information (from deep aquifers).

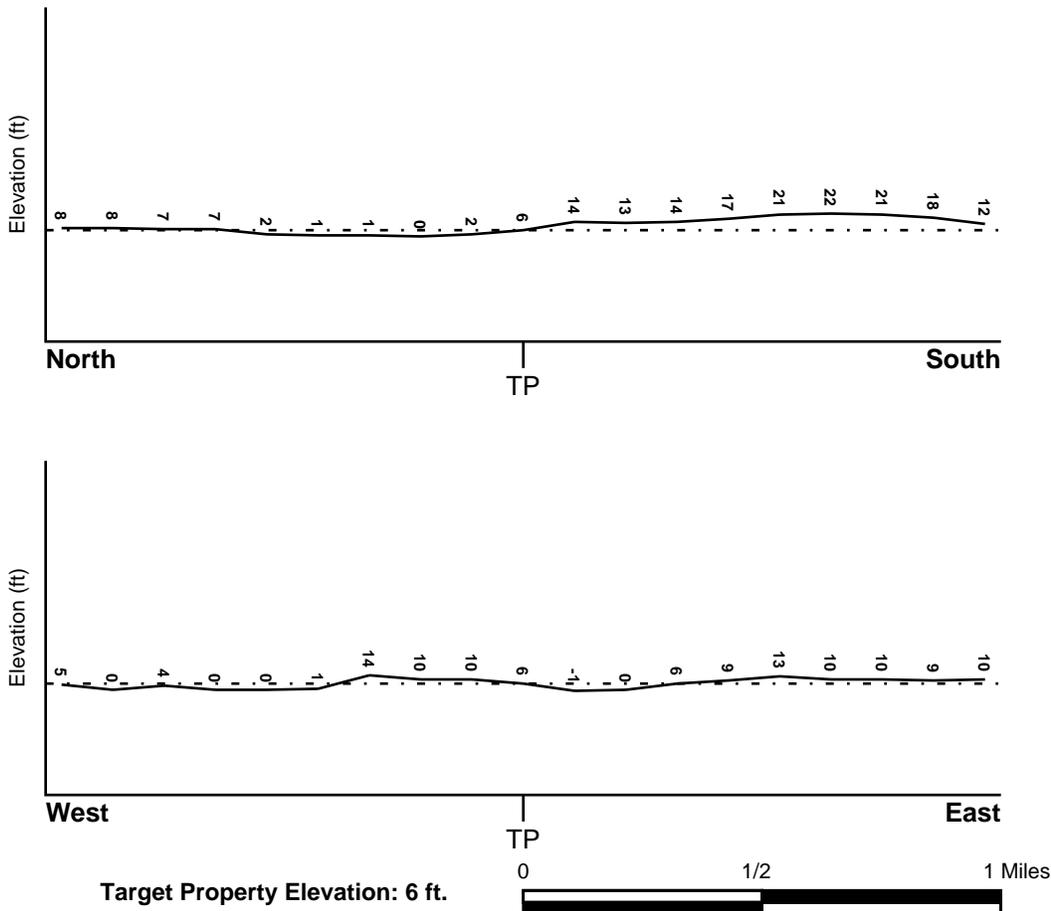
TOPOGRAPHIC INFORMATION

Surface topography may be indicative of the direction of surficial groundwater flow. This information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

TARGET PROPERTY TOPOGRAPHY

General Topographic Gradient: General NNE

SURROUNDING TOPOGRAPHY: ELEVATION PROFILES



Source: Topography has been determined from the USGS 7.5' 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.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

HYDROLOGIC INFORMATION

Surface water can act as a hydrologic barrier to groundwater flow. Such hydrologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Refer to the Physical Setting Source Map following this summary for hydrologic information (major waterways and bodies of water).

FEMA FLOOD ZONE

<u>Flood Plain Panel at Target Property</u>	<u>FEMA Source Type</u>
3604970356F	FEMA FIRM Flood data
<u>Additional Panels in search area:</u>	<u>FEMA Source Type</u>
3604970357F	FEMA FIRM Flood data
3604970358F	FEMA FIRM Flood data
3604970359F	FEMA FIRM Flood data

NATIONAL WETLAND INVENTORY

<u>NWI Quad at Target Property</u>	<u>NWI Electronic</u>
CONEY ISLAND	<u>Data Coverage</u>
	YES - refer to the Overview Map and Detail Map

HYDROGEOLOGIC INFORMATION

Hydrogeologic information obtained by installation of wells on a specific site can often be an indicator of groundwater flow direction in the immediate area. Such hydrogeologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Site-Specific Hydrogeological Data*:

Search Radius:	1.25 miles
Status:	Not found

AQUIFLOW®

Search Radius: 1.000 Mile.

EDR has developed the AQUIFLOW Information System to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted by environmental professionals to regulatory authorities at select sites and has extracted the date of the report, groundwater flow direction as determined hydrogeologically, and the depth to water table.

<u>MAP ID</u>	<u>LOCATION</u>	<u>GENERAL DIRECTION</u>
	<u>FROM TP</u>	<u>GROUNDWATER FLOW</u>
Not Reported		

* ©1996 Site-specific hydrogeological data gathered by CERCLIS Alerts, Inc., Bainbridge Island, WA. All rights reserved. All of the information and opinions presented are those of the cited EPA report(s), which were completed under a Comprehensive Environmental Response Compensation and Liability Information System (CERCLIS) investigation.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

GROUNDWATER FLOW VELOCITY INFORMATION

Groundwater flow velocity information for a particular site is best determined by a qualified environmental professional using site specific geologic and soil strata data. If such data are not reasonably ascertainable, it may be necessary to rely on other sources of information, including geologic age identification, rock stratigraphic unit and soil characteristics data collected on nearby properties and regional soil information. In general, contaminant plumes move more quickly through sandy-gravelly types of soils than silty-clayey types of soils.

GEOLOGIC INFORMATION IN GENERAL AREA OF TARGET PROPERTY

Geologic information can be used by the environmental professional in forming an opinion about the relative speed at which contaminant migration may be occurring.

ROCK STRATIGRAPHIC UNIT

Era: Cenozoic
System: Quaternary
Series: Pleistocene
Code: Qp (decoded above as Era, System & Series)

GEOLOGIC AGE IDENTIFICATION

Category: Stratified Sequence

Geologic Age and Rock Stratigraphic Unit Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - a digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

DOMINANT SOIL COMPOSITION IN GENERAL AREA OF TARGET PROPERTY

The U.S. Department of Agriculture's (USDA) Soil Conservation Service (SCS) leads the National Cooperative Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. Soil maps for STATSGO are compiled by generalizing more detailed (SSURGO) soil survey maps. The following information is based on Soil Conservation Service STATSGO data.

Soil Component Name: URBAN LAND

Soil Surface Texture: variable

Hydrologic Group: Not reported

Soil Drainage Class: Not reported

Hydric Status: Soil does not meet the requirements for a hydric soil.

Corrosion Potential - Uncoated Steel: Not Reported

Depth to Bedrock Min: > 10 inches

Depth to Bedrock Max: > 10 inches

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Soil Layer Information							
Layer	Boundary		Soil Texture Class	Classification		Permeability Rate (in/hr)	Soil Reaction (pH)
	Upper	Lower		AASHTO Group	Unified Soil		
1	0 inches	6 inches	variable	Not reported	Not reported	Max: 0.00 Min: 0.00	Max: 0.00 Min: 0.00

OTHER SOIL TYPES IN AREA

Based on Soil Conservation Service STATSGO data, the following additional subordinant soil types may appear within the general area of target property.

Soil Surface Textures: sandy loam
sand
mucky - loamy sand

Surficial Soil Types: sandy loam
sand
mucky - loamy sand

Shallow Soil Types: sand
loamy sand

Deeper Soil Types: stratified
gravelly - coarse sand
sand

LOCAL / REGIONAL WATER AGENCY RECORDS

EDR Local/Regional Water Agency records provide water well information to assist the environmental professional in assessing sources that may impact ground water flow direction, and in forming an opinion about the impact of contaminant migration on nearby drinking water wells.

WELL SEARCH DISTANCE INFORMATION

<u>DATABASE</u>	<u>SEARCH DISTANCE (miles)</u>
Federal USGS	1.000
Federal FRDS PWS	Nearest PWS within 1 mile
State Database	1.000

FEDERAL USGS WELL INFORMATION

<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>
1	USGS40000826096	1/2 - 1 Mile NW

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

FEDERAL USGS WELL INFORMATION

<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>
2	USGS40000826129	1/2 - 1 Mile NNW
7	USGS40000826122	1/2 - 1 Mile NNW

FEDERAL FRDS PUBLIC WATER SUPPLY SYSTEM INFORMATION

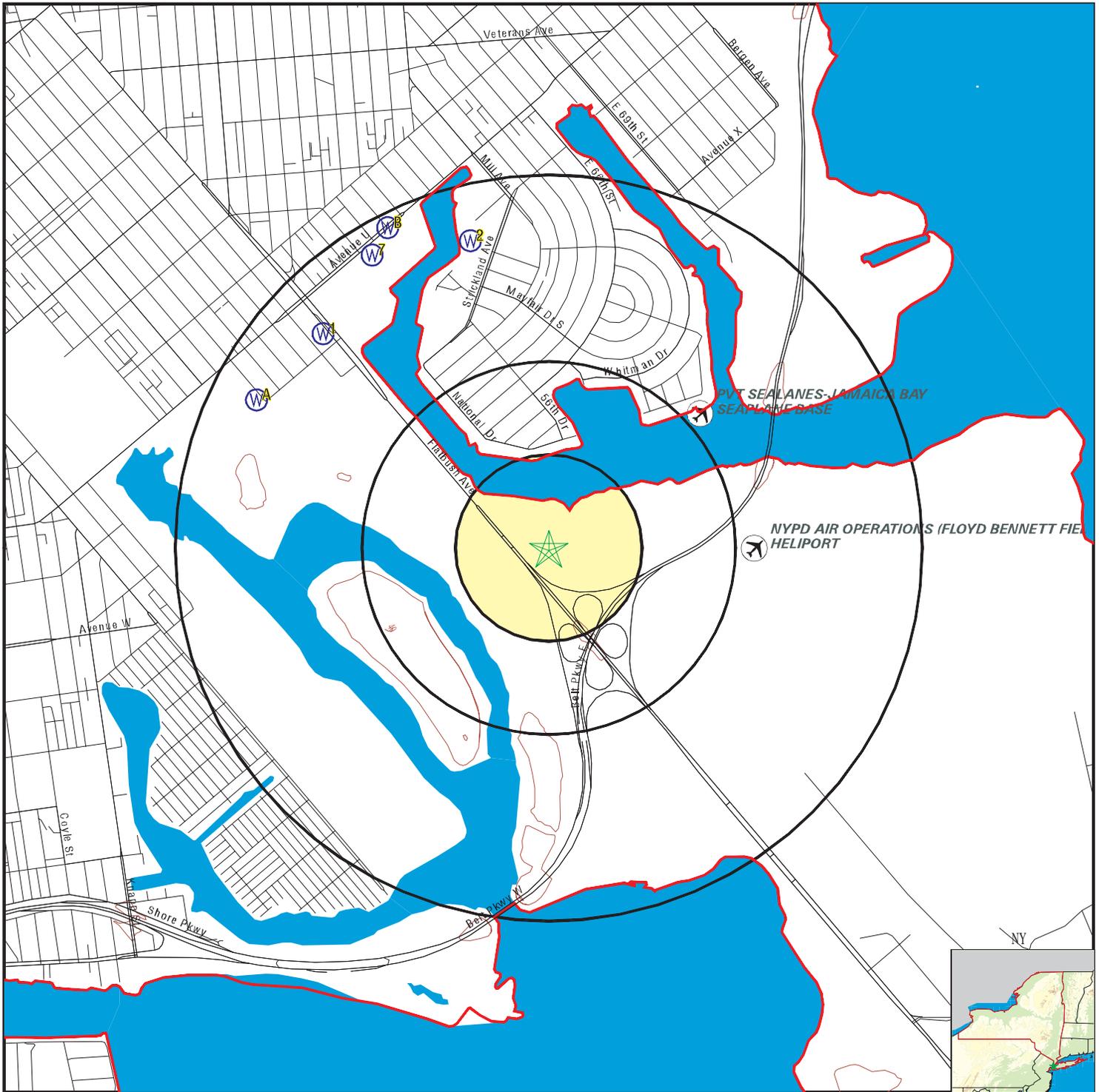
<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>
No PWS System Found		

Note: PWS System location is not always the same as well location.

STATE DATABASE WELL INFORMATION

<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>
A3	NYWS40000049681	1/2 - 1 Mile WNW
A4	NYREG1000000258	1/2 - 1 Mile WNW
A5	NYREG1000000257	1/2 - 1 Mile WNW
A6	NYREG1000000256	1/2 - 1 Mile WNW
B8	NYREG1000000101	1/2 - 1 Mile NNW
B9	NYREG1000000102	1/2 - 1 Mile NNW

PHYSICAL SETTING SOURCE MAP - 7220379.2s



- County Boundary
- Major Roads
- Contour Lines
- Airports
- Earthquake epicenter, Richter 5 or greater
- Water Wells
- Public Water Supply Wells
- Cluster of Multiple Icons

- Groundwater Flow Direction
- Indeterminate Groundwater Flow at Location
- Groundwater Flow Varies at Location
- Closest Hydrogeological Data
- Oil, gas or related wells

SITE NAME: WTM4SPRW Ph I CAR
 ADDRESS: 2879 Flatbush Ave
 Brooklyn NY 11234
 LAT/LONG: 40.600114 / 73.910039

CLIENT: WSP USA, Inc
 CONTACT: Jonathan Ganz
 HAZ-360 INQUIRY #: 7220379.2s
 DATE: January 09, 2023 3:45 pm

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

1
NW
1/2 - 1 Mile
Higher

FED USGS USGS40000826096

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	K 2326. 1	Type:	Well
Description:	1901	HUC:	02030202
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	Not Reported
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	200	Well Hole Depth Units:	ft

2
NNW
1/2 - 1 Mile
Lower

FED USGS USGS40000826129

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	K 464. 1	Type:	Well
Description:	Not Reported	HUC:	02030202
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	Not Reported
Well Depth:	555	Well Depth Units:	ft
Well Hole Depth:	Not Reported	Well Hole Depth Units:	Not Reported

A3
WNW
1/2 - 1 Mile
Higher

NY WELLS NYWS40000049681

DEC Well #:	K003606	Well Depth (ft):	50
Bedrock Depth (ft):	Not Reported	Groundwater Depth (ft):	8
Casing Depth (ft):	Not Reported	Casing 1 Diameter (in):	6
Casing 1 Length (ft):	31.5	Casing 2 Diameter (in):	Not Reported
Casing 2 Length (ft):	Not Reported	Screened Well:	Y
Screen Length (ft):	20	Avg Discharge Rate (gpm):	0
Well Purpose:	Irrigation	Driller Registration #:	NYRD10395

A4
WNW
1/2 - 1 Mile
Higher

NY WELLS NYREG1000000258

Well Number:	K003606	Owner:	Marine Park Golf Course
Well Depth:	50	Diameter:	6
Casing Length:	0	Screen Diameter:	6
Screen Length:	20		

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

A5
WNW
1/2 - 1 Mile
Higher

NY WELLS NYREG1000000257

Well Number:	K003605	Owner:	Marine Park Golf Course
Well Depth:	60	Diameter:	4
Casing Length:	0	Screen Diameter:	4
Screen Length:	20		

A6
WNW
1/2 - 1 Mile
Higher

NY WELLS NYREG1000000256

Well Number:	K003604	Owner:	Marine Park Golf Course
Well Depth:	50	Diameter:	6
Casing Length:	0	Screen Diameter:	6
Screen Length:	20		

7
NNW
1/2 - 1 Mile
Higher

FED USGS USGS40000826122

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	K 2342. 1	Type:	Well
Description:	1001	HUC:	02030202
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	Not Reported
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	154	Well Hole Depth Units:	ft

B8
NNW
1/2 - 1 Mile
Higher

NY WELLS NYREG1000000101

Well Number:	K003456	Owner:	Sun Plaza Enterprise Corp
Well Depth:	20	Diameter:	4
Casing Length:	0	Screen Diameter:	0
Screen Length:	0		

B9
NNW
1/2 - 1 Mile
Higher

NY WELLS NYREG1000000102

Well Number:	K003457	Owner:	Sun Plaza Enterprise Corp
Well Depth:	20	Diameter:	4

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Casing Length: 0
Screen Length: 0

Screen Diameter: 0

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS RADON

AREA RADON INFORMATION

Federal EPA Radon Zone for KINGS County: 3

- Note: Zone 1 indoor average level > 4 pCi/L.
: Zone 2 indoor average level \geq 2 pCi/L and \leq 4 pCi/L.
: Zone 3 indoor average level < 2 pCi/L.

Federal Area Radon Information for KINGS COUNTY, NY

Number of sites tested: 51

<u>Area</u>	<u>Average Activity</u>	<u>% <4 pCi/L</u>	<u>% 4-20 pCi/L</u>	<u>% >20 pCi/L</u>
Living Area	0.750 pCi/L	100%	0%	0%
Basement	1.370 pCi/L	88%	10%	2%

PHYSICAL SETTING SOURCE RECORDS SEARCHED

TOPOGRAPHIC INFORMATION

USGS 7.5' Digital Elevation Model (DEM)

Source: United States Geologic Survey

EDR acquired the USGS 7.5' Digital Elevation Model in 2002 and updated it in 2006. The 7.5 minute DEM corresponds to the USGS 1:24,000- and 1:25,000-scale topographic quadrangle maps. The DEM provides elevation data with consistent elevation units and projection.

Current USGS 7.5 Minute Topographic Map

Source: U.S. Geological Survey

HYDROLOGIC INFORMATION

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

HYDROGEOLOGIC INFORMATION

AQUIFLOW^R Information System

Source: EDR proprietary database of groundwater flow information

EDR has developed the AQUIFLOW Information System (AIS) to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted to regulatory authorities at select sites and has extracted the date of the report, hydrogeologically determined groundwater flow direction and depth to water table information.

GEOLOGIC INFORMATION

Geologic Age and Rock Stratigraphic Unit

Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - A digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

STATSGO: State Soil Geographic Database

Source: Department of Agriculture, Natural Resources Conservation Service (NRCS)

The U.S. Department of Agriculture's (USDA) Natural Resources Conservation Service (NRCS) leads the national Conservation Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. Soil maps for STATSGO are compiled by generalizing more detailed (SSURGO) soil survey maps.

SSURGO: Soil Survey Geographic Database

Source: Department of Agriculture, Natural Resources Conservation Service (NRCS)

Telephone: 800-672-5559

SSURGO is the most detailed level of mapping done by the Natural Resources Conservation Service, mapping scales generally range from 1:12,000 to 1:63,360. Field mapping methods using national standards are used to construct the soil maps in the Soil Survey Geographic (SSURGO) database. SSURGO digitizing duplicates the original soil survey maps. This level of mapping is designed for use by landowners, townships and county natural resource planning and management.

PHYSICAL SETTING SOURCE RECORDS SEARCHED

LOCAL / REGIONAL WATER AGENCY RECORDS

FEDERAL WATER WELLS

PWS: Public Water Systems

Source: EPA/Office of Drinking Water

Telephone: 202-564-3750

Public Water System data from the Federal Reporting Data System. A PWS is any water system which provides water to at least 25 people for at least 60 days annually. PWSs provide water from wells, rivers and other sources.

PWS ENF: Public Water Systems Violation and Enforcement Data

Source: EPA/Office of Drinking Water

Telephone: 202-564-3750

Violation and Enforcement data for Public Water Systems from the Safe Drinking Water Information System (SDWIS) after August 1995. Prior to August 1995, the data came from the Federal Reporting Data System (FRDS).

USGS Water Wells: USGS National Water Inventory System (NWIS)

This database contains descriptive information on sites where the USGS collects or has collected data on surface water and/or groundwater. The groundwater data includes information on wells, springs, and other sources of groundwater.

STATE RECORDS

New York Public Water Wells

Source: New York Department of Health

Telephone: 518-458-6731

OTHER STATE DATABASE INFORMATION

Oil and Gas Well Database

Source: Department of Environmental Conservation

Telephone: 518-402-8072

These files contain records, in the database, of wells that have been drilled.

RADON

State Database: NY Radon

Source: Department of Health

Telephone: 518-402-7556

Radon Test Results

Area Radon Information

Source: USGS

Telephone: 703-356-4020

The National Radon Database has been developed by the U.S. Environmental Protection Agency (USEPA) and is a compilation of the EPA/State Residential Radon Survey and the National Residential Radon Survey. The study covers the years 1986 - 1992. Where necessary data has been supplemented by information collected at private sources such as universities and research institutions.

EPA Radon Zones

Source: EPA

Telephone: 703-356-4020

Sections 307 & 309 of IRAA directed EPA to list and identify areas of U.S. with the potential for elevated indoor radon levels.

OTHER

Airport Landing Facilities: Private and public use landing facilities

Source: Federal Aviation Administration, 800-457-6656

Epicenters: World earthquake epicenters, Richter 5 or greater

Source: Department of Commerce, National Oceanic and Atmospheric Administration

Earthquake Fault Lines: The fault lines displayed on EDR's Topographic map are digitized quaternary faultlines, prepared in 1975 by the United State Geological Survey

PHYSICAL SETTING SOURCE RECORDS SEARCHED

STREET AND ADDRESS INFORMATION

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APPENDIX I
RECORD OF AGENCY CORRESPONDENCE

MyProperty Search Results

NO INFORMATION FOUND FOR THE SUBMITTED ADDRESS

No records were found within the EPA's Facility Registry System (FRS) list of address records for the provided search location. The [No Records Certificate](#) is a link to a printable document stating that no record(s) were found for the provided search location.

Search Criteria

Address Searched: 2879 Flatbush Avenue

City Searched: Brooklyn

State Searched: NY

WARNING:

The address entered could not be matched exactly against the EPA's Facility Registry System (FRS) list of address records. Please make sure you have entered the address correctly for the location you are interested in.

If you would like to utilize additional search tools to investigate areas of interest, please visit the [Envirofacts](#) or the [Facility Registry System](#) search tools.

Query executed on 01/30/2023 01:50 PM

Disclaimer: The MyProperty reports are provided solely for informational purposes. They do not provide legal advice, have legal binding effect, or expressly or implicitly create, expand, or limit any legal rights, obligations, responsibilities, expectations, or benefits in regard to any person. EPA maintains the application to enhance public access to environmental information. This service has continual data updates, and we will correct errors brought to our attention, as appropriate.

LAST UPDATED ON {MONTH DAY, YYYY}

Locke, Michelle

From: New York DEC FOIL Center <newyorkdec@govqa.us>
Sent: Tuesday, January 31, 2023 12:41 PM
To: Locke, Michelle
Subject: Freedom of Information Law Request :: W111529-013023



Region 2 - Long Island City
P: (718) 482-4912 | F:
www.dec.ny.gov

RE: PUBLIC RECORDS REQUEST of 1/30/2023, Reference # W111529-013023

Date: 01/31/2023

Dear Michelle Locke,

I write in response to your Freedom of Information Law (FOIL) request seeking:

For the property at 2879 Flatbush Avenue, Brooklyn, NY 11234 (Block 8591, Lot 100). Any records associated with environmental concerns, including UST/AST records, Spills/Releases, complaints/violations, solid or hazardous waste or materials, permits, investigations, etc. pertaining to the property listed above. The site is also referred to as Four Sparrow Marsh.

Please be advised that a diligent search of the files maintained by DEC produced no responsive records.

If you believe you have been unlawfully denied access to responsive records, you have the right to appeal. Any such appeal must be submitted in writing and within thirty (30) days of the date of this email. Appeals must be directed to:

FOIL Appeals Officer
Office of General Counsel
New York State Department of Environmental Conservation
625 Broadway, 14th Floor
Albany, NY 12233-1500

Your FOIL request is now closed. If I can be of further assistance, please contact me at (718) 482-4912 and reference FOIL #W111529-013023, or simply reply to this email. Thank you.

Sincerely,

Region 2 FOIL Coordinator



Department of Health

KATHY HOCHUL
Governor

JAMES V. McDONALD, M.D., M.P.H.
Acting Commissioner

MEGAN E. BALDWIN
Acting Executive Deputy Commissioner

January 30, 2023

Michelle Locke
WSP
350 Mount Kemble Avenue, 2nd Floor
Morristown, NJ 07960

FOIL #: 23-01-483
RE: 2789 Flatbush Avenue, Brooklyn, NY

Dear Michelle Locke:

This will acknowledge receipt of your request for records under the Freedom of Information Law (FOIL), received by this office on January 30, 2023.

Your request has been forwarded to the appropriate Department program area(s) to identify documents that are responsive to your request, and which may be made available pursuant to all applicable provisions of the Freedom of Information Law.

A determination as to whether your request is granted or denied will be reached in approximately 20 business days or we will notify you in writing if the responsible program area(s) should require additional time to locate, assemble, and review documents that may be responsive to your request.

Please note that, pursuant to Article 6 of the Public Officers Law, a charge may be applied to your request, including the actual cost of the medium used to respond to your Freedom of Information Law request and/or other related costs. When responsive records have been identified, you will be informed of any cost and how payment should be made.

Sincerely,

Rosemarie Hewig, Esq.
Records Access Officer

RH/sjp



[CLICK HERE TO SIGN UP FOR BUILDINGS NEWS](#)

NYC Department of Buildings
Property Profile Overview

2879 FLATBUSH AVENUE		BROOKLYN 11234	BIN# 3398173
FLATBUSH AVENUE	2879 - 2879		Tax Block : 8591 Tax Lot : 100
		Community Board : 318	

[View DCP Addresses...](#) [Browse Block](#)

[View Zoning Documents](#) [View Challenge Results](#) [Pre - BIS PA](#) [View Certificates of Occupancy](#)

DOB Special Place Name:			
DOB Building Remarks:	BLOCK 8591 LOT # 100...(5/12)		
Landmark Status:		Special Status:	N/A
Local Law:	NO	Loft Law:	NO
SRO Restricted:	NO	TA Restricted:	NO
UB Restricted:	NO		
Environmental Restrictions:	N/A	Grandfathered Sign:	NO
Legal Adult Use:	NO	City Owned:	YES

Additional BINs for Building: NONE
Additional Designation(s): MS4 - MS4 AREA

HPD Multiple Dwelling: No

Special District: UNKNOWN

This property is located in an area that may be affected by the following:

Tidal Wetlands Map Check:	Yes	
Freshwater Wetlands Map Check:	No	Click here for more information
Coastal Erosion Hazard Area Map Check:	No	
Special Flood Hazard Area Check:	Yes	

Department of Finance Building Classification: V3-VACANT LAND

Please Note: The Department of Finance's building classification information shows a building's tax status, which may not be the same as the legal use of the structure. To determine the legal use of a structure, research the records of the Department of Buildings.

	Total	Open	
Complaints	0	0	Elevator Records
Violations-DOB	0	0	Electrical Applications
Violations-OATH/ECB	0	0	Permits In-Process / Issued
Jobs/Filings	4		Illuminated Signs Annual Permits
ARA / LAA Jobs	0		Plumbing Inspections
Total Jobs	4		Open Plumbing Jobs / Work Types
Total Actions	0		Facades
OR Enter Action Type: <input type="text"/>			Marquee Annual Permits
OR Select from List: <input type="text"/>			Boiler Records
AND <input type="button" value="Show Actions"/>			DEP Boiler Information
			Crane Information
			After Hours Variance Permits

If you have any questions please review these [Frequently Asked Questions](#), the [Glossary](#), or call the 311 Citizen Service Center by dialing 311 or (212) NEW YORK outside of New York City.

Locke, Michelle

From: donotreply@records.nyc.gov
Sent: Tuesday, January 31, 2023 12:05 PM
To: Locke, Michelle
Subject: [OpenRecords] Response Added to FOIL-2023-810-00405 - Note

The Department of Buildings (DOB) has responded to your FOIL request [FOIL-2023-810-00405](#) with the following note.

A search of the Department of Buildings files has revealed no documents responsive to your request for Any records associated with environmental concerns, including UST/AST records, Spills/Releases, complaints/violations, solid or hazardous waste or materials, permits, investigations for the property at 2879 Flatbush Avenue, Brooklyn, NY 11234 (Block 8591, Lot 100).

Please refer to the Property Profile Overview link sent you in the previous email.

Please visit [FOIL-2023-810-00405](#) to view additional information and take any necessary action.

Locke, Michelle

From: donotreply@records.nyc.gov
Sent: Tuesday, January 31, 2023 8:57 AM
To: Locke, Michelle
Subject: [OpenRecords] Request FOIL-2023-826-00434 Closed

The Department of Environmental Protection (DEP) has closed your FOIL request [FOIL-2023-826-00434](#) for the following reasons:

- A diligent search for records responsive to your request did not locate any such records. Accordingly, your request is denied.

You may appeal the decision to deny access to material that was redacted in part or withheld in entirety by contacting the agency's FOIL Appeals Officer: foilappeals@dep.nyc.gov within 30 days.

Locke, Michelle

From: donotreply@records.nyc.gov
Sent: Wednesday, February 1, 2023 10:44 AM
To: Locke, Michelle
Subject: [OpenRecords] FOIL Request Submitted to Department of Health and Mental Hygiene (DOHMH)

Your request has been emailed to the Department of Health and Mental Hygiene (DOHMH) because that agency is not yet using the portal to respond to FOIL requests. The details of your request are shown below. No further information will be available on the OpenRecords portal regarding this request.

Request Title: Records Pertaining to 2879 Flatbush Avenue, Brooklyn, NY

Request Description: For the property at 2879 Flatbush Avenue, Brooklyn, NY 11234 (Block 8591, Lot 100). Any records associated with environmental concerns, including UST/AST records, Spills/Releases, complaints/violations, solid or hazardous waste or materials, permits, investigations, etc. pertaining to the property listed above. The site is also referred to as Four Sparrow Marsh.

Attached File: Block_8591_Lot_100_Site_Boundary.pdf: [Block_8591_Lot_100_Site_Boundary.pdf](#)

Requester's Contact Information

Name:

Michelle Locke

Title:

Environmental Engineer

Organization:

WSP

Email:

michelle.locke@wsp.com

Phone Number:

(212) 612-7907

Fax Number:

Not provided

Street Address (line 1):

350 Mount Kemble Avenue

Street Address (line 2):

2nd Floor

City:

Morristown

State:

NJ

Zip Code:

07960

Please contact the Department of Health and Mental Hygiene (DOHMH) via email at foil@health.nyc.gov for any further information.

Locke, Michelle

From: donotreply@records.nyc.gov
Sent: Wednesday, February 1, 2023 10:43 AM
To: Locke, Michelle
Subject: [OpenRecords] Request FOIL-2023-057-01596 Submitted to New York City Fire Department (FDNY)

Your request FOIL-2023-057-01596 has been successfully submitted to the New York City Fire Department (FDNY). The details of your request are shown below.

Request Title: Records Pertaining to 2879 Flatbush Avenue, Brooklyn, NY

Request Description: Fuel Tank Special Report (Environmental Assessment Report)

Request Type: Fuel Tank Special Report (Environmental Assessment Report)

Fuel Tank Special Report (Environmental Assessment Report)

Submission Method: Online/At Home

Description of Records: For the property at 2879 Flatbush Avenue, Brooklyn, NY 11234 (Block 8591, Lot 100). Any records associated with environmental concerns, including UST/AST records, Spills/Releases, complaints/violations, solid or hazardous waste or materials, permits, investigations, etc. pertaining to the property listed above. The site is also referred to as Four Sparrow Marsh.

Building Address: 2879 Flatbush Avenue

Borough: Brooklyn

Account Info: 412 Mount Kemble Avenue

Incident Date:

Attached File: Block_8591_Lot_100_Site_Boundary.pdf: [Block_8591_Lot_100_Site_Boundary.pdf](#)

Requester's Contact Information

Name:

Michelle Locke

Title:

Not provided

Organization:

WSP

Email:

michelle.locke@wsp.com

Phone Number:

(212) 612-7907

Fax Number:

Not provided

Street Address (line 1):

350 Mount Kemble Avenue

Street Address (line 2):

2nd Floor

City:

Morristown

State:

NJ

Zip Code:

07960

You can view the request and take any necessary action at the following webpage: <https://a860-openrecords.nyc.gov/request/view/FOIL-2023-057-01596>.

APPENDIX J
LIEN AND AUL SEARCH

WTM4SPRW Ph I CAR

2879 Flatbush Ave
Brooklyn, NY 11234

Inquiry Number: 7220379.7
January 10, 2023

EDR Environmental Lien and AUL Search

The EDR Environmental LienSearch™ Report

The EDR Environmental Lien and AUL Search Report provides results from a search of available current land title records for environmental cleanup liens and other activity and use limitations, such as engineering controls and institutional controls.

A network of professional, trained researchers, following established procedures, uses client supplied address information to:

- search for parcel information and/or legal description;
- search for ownership information;
- research official land title documents recorded at jurisdictional agencies such as recorders' offices, registries of deeds, county clerks' offices, etc.;
- access a copy of the deed;
- search for environmental encumbering instrument(s) associated with the deed;
- provide a copy of any environmental encumbrance(s) based upon a review of key words in the instrument(s) (title, parties involved, and description); and
- provide a copy of the deed or cite documents reviewed.

Thank you for your business.

Please contact EDR at 1-800-352-0050
with any questions or comments.

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EDR Environmental Lien and AUL Search

TARGET PROPERTY INFORMATION

ADDRESS

2879 Flatbush Ave
WTM4SPRW Ph I CAR
Brooklyn, NY 11234

ENVIRONMENTAL LIEN

Environmental Lien: Found Not Found

OTHER ACTIVITY AND USE LIMITATIONS (AULs)

AULs: Found Not Found

RESEARCH SOURCE

Source 1:

New York City Register of Deeds
Kings, NY

PROPERTY INFORMATION

Deed 1:

Type of Deed:	None
Title is vested in:	City of New York Department of Small Business Serv
Title received from:	unknown
Deed Dated	1/1/1980
Deed Recorded:	1/1/1980
Book:	NA
Page:	NA
Volume:	NA
Instrument:	NA
Docket:	NA
Land Record Comments:	NO DEED FOUND IN SEARCH 1/1/1980 TO CURRENT
Miscellaneous Comments:	SEARCHED AULS 1/1/1980 TO CURRENT AND NONE FOUND
Legal Description:	NO DEED FOUND IN SEARCH 1/1/1980 TO CURRENT
Legal Current Owner:	City of New York Department of Small Business Services
Parcel # / Property Identifier:	Block 8591 Lot 100
Comments:	SEARCHED AULS 1/1/1980 TO CURRENT AND NONE FOUND

Deed Exhibit 1

Based on client supplied address and/or Assessors Number, no deed was available from the source(s) accessed. See comments section for any additional information.

APPENDIX K
1940 CHAIN OF TITLE

WTM4SPRW PH I CAR
2879 FLATBUSH AVE
BROOKLYN, NY 11234

Inquiry Number: 7220379.13S
JANUARY 11, 2023

The EDR 1940 Chain of Title



6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

EDR Chain of Title

The EDR Chain of Title Report tracks a line of successive owners from the present back to 1940 of a particular parcel of property, linked together by recorded transactions which pass title. Available nationwide, this report provides a summary of a property's ownership history and is a valuable source for determining the prior uses of a property.

A network of professional abstractors following established procedures, uses client supplied address information to locate:

- Historical Chain of Title research

Thank you for your business.

Please contact EDR at 1-800-352-0050
with any questions or comments.

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EDR Chain of Title

TARGET PROPERTY INFORMATION

ADDRESS

WTM4SPRW PH I CAR
2879 FLATBUSH AVE
BROOKLYN, NY 11234

RESEARCH SOURCE

SOURCE 1: BROOKLYN COUNTY RECORDER'S OFFICE

SOURCE 2: BROOKLYN COUNTY ASSESSOR'S OFFICE

EXAMINER'S NOTE: PUBLIC RECORDS OF BROOKLYN COUNTY, NY WERE SEARCHED FROM JANUARY 1, 1940 TO JANUARY 4, 2023, AND NO OTHER DEEDS VESTING TITLE IN THE SUBJECT PROPERTY WERE FOUND OF RECORD DURING THE PERIOD SEARCHED.

PROPERTY DESCRIPTION

CURRENT OWNER: THE CITY OF NEW YORK
LEGAL DESCRIPTION: AS RECORDED IN THE DEED ATTACHED.
PROPERTY IDENTIFIERS: 08591-0100
08591-00100
GENERAL COMMENTS: NA

HISTORICAL CHAIN OF TITLE

SEE EXHIBIT "A"

MISCELLANEOUS

SEE EXHIBIT "B"

EDR Chain of Title

CHAIN OF TITLE

EXHIBIT "A"

EDR Chain of Title

HISTORICAL CHAIN OF TITLE

PARCEL 08591-0100

CHAIN 1

TYPE OF DEED: DEED
TITLE IS VESTED IN: THE CITY OF NEW YORK
TITLE RECEIVED FROM: HILDA SCHWARTZ, DIRECTOR OF FINANCE, CITY OF NEW YORK
DATE EXECUTED: 12/01/1965
DATE RECORDED: 12/09/1965
BOOK: 9461
PAGE: 102
VOLUME: NA
INSTRUMENT #: NA
DOCKET: NA
LAND RECORD COMMENTS: DEED CONTAINS ADDITIONAL PROPERTY.

CHAIN 2

TYPE OF DEED: DEED
TITLE IS VESTED IN: THE CITY OF NEW YORK
TITLE RECEIVED FROM: HILDA SCHWARTZ, DIRECTOR OF FINANCE, CITY OF NEW YORK
DATE EXECUTED: 12/30/1963
DATE RECORDED: 01/03/1964
BOOK: 9208
PAGE: 28
VOLUME: NA
INSTRUMENT #: NA
DOCKET: NA
LAND RECORD COMMENTS: SEARCHED BACK TO 1940, COUNTY RECORDS SHOW GRANTOR OWNED BEFORE 1939.

EDR Chain of Title

MISCELLANEOUS

EXHIBIT "B"

EDR Chain of Title

MISCELLANEOUS

COMMENTS:

NONE IDENTIFIED.

CCN 3461-102

THIS DEED, made the 19th day of December,
nineteen hundred and sixty-five,

BETWEEN HILDA G. SCHWARTZ, Director of
Finance of The City of New York, having her principal office
at Room 500, Municipal Building, Borough of Manhattan, County,
City and State of New York, Grantor, and THE CITY OF NEW YORK,
a Municipal Corporation, having its principal office at City
Hall, Borough of Manhattan, City and State of New York,
Grantee,

WITNESSETH that the Grantor, duly
empowered by a judgment entered at a Special Term, Part II of
the Supreme Court, Kings County, on November 21, 1965, in an
action to foreclose certain tax liens owned and held by the
City of New York, entitled "In the Matter of the Foreclosure
of Tax Liens pursuant to Title D of Chapter 17 of the Adminis-
trative Code of The City of New York, List of Delinquent Taxes,
Sections 13 to 26, all inclusive, Borough of Brooklyn, Action
No. 21," and in pursuance of the provisions of Section D17-12.0
of the Administrative Code of The City of New York, does
thereby grant and convey unto the Grantee, its successors and
assigns:

CGM 9461-103

ALL those certain lots, pieces or parcels of land with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, more particularly designated on the Tax Map of The City of New York for the Borough of Brooklyn as Sections 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26 as the Tax Map was on the 1st day of December, 1964.

<u>Serial No.</u>	<u>Section</u>	<u>Block</u>	<u>Lot</u>
4	13	3919	2
9	13	3940	127
10	13	3944	6
19	13	3969	6
20	13	3969	20
21	13	3969	22
29	13	3980	21
50	13	4013	26
74	13	4062	31
79	13	4074	16
88	13	4129	29
99	13	4191	47
123	14	4300	39
126	14	4308	26
139	14	4332	45
142	14	4332	59
219	15	4714	38
237	15	4805	47
238	15	4805	48
265	15	4986	66
278	16	5088	80

BOX 9461 No. 104

<u>Serial No.</u>	<u>Section</u>	<u>Block</u>	<u>Lot</u>
285	16	5127	46
301	16	5228	21
329	16	5288	7
382	17	5459	48
398	17	5512	135
426	17	5586	13
456	17	5677	52
516	18	5780	134
543	18	5893	44
586	18	6064	58
761	19	6429	133
821	20	6630	47
850	20	6691	1
889	21	6882	154
903	21	6914	75
904	21	6914	76
905	21	6914	78
907	21	6915	156
919	21	6927	55
922	21	6947	138
928	21	6949	33
929	21	6949	81
931	21	6950	113
933	21	6950	173
956	21	6979	127
960	21	6995	73
1007	21	7016	62

CON 9461 PG 105

<u>Serial No.</u>	<u>Section</u>	<u>Block</u>	<u>Lot</u>
1016	21	7021	79
1019A	21	7024	2
1025	21	7029	74
1026	21	7029	77
1031	21	7045	40
1032	21	7046	214
1040	21	7049	5
1044	21	7050	37
1046	21	7051	25
1049	21	7051	145
1051	21	7052	33
1054	21	7053	19
1055	21	7053	28
1056	21	7053	32
1069	21	7058	60
1070	21	7058	61
1084	21	7089	137
1085	21	7089	166
1106	21	7122	164
1112	21	7149	48
1117	21	7155	132
1123	21	7161	27
1139	21	7208	300
1140	21	7208	325
1150	21	7243	137
1175	22	7328	77

COM 9401 NIGS

<u>Serial No.</u>	<u>Section</u>	<u>Block</u>	<u>Lot</u>
1187	22	7372	68
1211	22	7442	28
1217	22	7465	66
1239	23	7665	117
1241	23	7665	161
1298	23	7803	51
1415	24	8036	48
1428	24	8071	38
1429	24	8071	39
1458	24	8206	22
1482	24	8246	29
1483	24	8246	39
1496	24	8261	14
1651	25	8602	34
1656	25	8616	46
1697	26	8796	40
1710	26	8815	31
1719	26	8835	175
1726	26	8845	2082
1742	26	8866	1454
1759	26	8900	106
1779	26	8914	484
1806	18	5818	Ident.No.1700
1813	25	8591	Ident.No.1886

100 9461 407

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, its successors and assigns forever:

SUBJECT to any state of facts an accurate survey would show;

SUBJECT, also, to unpaid taxes, assessments and water rates affecting said premises which have accrued and become liens subsequent to those contained in the List of Delinquent Taxes filed in the above mentioned action on December 1, 1964.

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal.

Hilda G. Schwartz

DIRECTOR OF FINANCE OF THE CITY OF NEW YORK

IN PRESENCE OF:

STATE OF NEW YORK } ss.
COUNTY OF NEW YORK }

On the 15th day of December, 1965, before me came HILDA G. SCHWARTZ, Director of Finance of the City of New York, to me known to be the individual described in and who executed the foregoing instrument and duly acknowledged that she executed the same.

Philip A. ...

Notary Public
Certificate filed New York Co. No. 2113
Commission Expires 3/31/74

79 blocks.

I hereby request the City Register,
Kings County, to index the within instru-
ment according to the following Sections
Blocks and Lots on the Map for the
Borough and County of Kings:-

<u>Serial No.</u>	<u>Section</u>	<u>Block</u>	<u>Lot</u>
4	13	3929/	2
9	13	3940/	127
10	13	3944/	6
19	13	3969/	6
20	13	3969/	20
21	13	3969/	22
29	13	3980/	21
50	13	4013/	26
74	13	4062/	31
79	13	4074/	16
88	13	4129/	29
99	13	4191/	47
123	14	4300/	39
126	14	4308/	26
139	14	4332/	45
142	14	4332/	59
219	15	4714/	38
237	15	4805/	47
238	15	4805/	48
265	15	4986/	66
278	16	5088/	80

CON 9461 109

<u>Serial No.</u>	<u>Section</u>	<u>Block</u>	<u>Lot</u>
285	16	5127 ✓	46 /
301	16	5228 ✓	21 /
329	16	5288 /	7 /
382	17	5459 ✓	48 /
398	17	5512 ✓	135 /
426	17	5586 /	13 /
456	17	5677 ✓	52 /
516	18	5780 ✓	134 /
543	18	5893 ✓	44 /
586	18	6064 ✓	58 /
761	19	6429 ✓	138 /
821	20	6630 /	47 /
850	20	6691 ✓	1 /
889	21	6882 ✓	154 /
903	21	6914 /	75 /
904	21	6914 /	76 /
905	21	6914 /	78 /
907	21	6915 /	156 /
919	21	6927 /	55 /
922	21	6947 /	138 /
928	21	6949 /	33 /
929	21	6949 /	81 /
931	21	6950 /	113 /
933	21	6950 /	173 /
956	21	6979 ✓	127 /
960	21	6995 ✓	73 /
1007	21	7016 /	62 /

27

27

CGN 9461 110

<u>Serial No.</u>	<u>Section</u>	<u>Block</u>	<u>Lot</u>
1016	21	7021/	79
1019A	21	7024/	2
1025	21	7029/	74
1026	21	7029/	77
1031	21	7045/	40
1032	21	7046/	214
1040	21	7049/	5
1044	21	7050/	37
1046	21	7051/	25
1049	21	7051/	145
1051	21	7052/	33
1054	21	7053/	19
1055	21	7053/	28
1056	21	7053/	32
1069	21	7058/	60
1070	21	7058/	61
1084	21	7089/	137
1085	21	7089/	166
1106	21	7122/	164
1112	21	7149/	48
1117	21	7155/	132
1123	21	7161/	27
1139	21	7208/	300
1140	21	7208/	325
1150	21	7243/	137
1175	22	7328/	77

14

CON 9461 2111

Serial No.	Section	Block	Lot
1187	22	7372 ✓	68 ✓
1211	22	7442 ✓	28
1217	22	7465 ✓	66
1239	23	7665 ✓	117
1241	23	7665 ✓	161
1298	23	7803 7802 ✓	51
1415	24	8036 /	48
1428	24	8071 /	38
1429	24	8071 /	39
1458	24	8206 /	22
1482	24	8246 /	29
1483	24	8246 /	39
1496	24	8261 /	14
1651	25	→ 8602 ✓	34
1656	25	8616 ✓	46
1697	26	8796 ✓	40
1710	26	8815 ✓	32
1719	26	8835 ✓	175
1726	26	8845 ✓	2082
1742	26	8866 ✓	1454
1759	26	8900 ✓	106
1779	26	8914 ✓	484
1806	18	→ 5818 ✓	Ident.No.1700
1813	25	→ 8591 ✓	Ident.No.1886

LEO A. LARKIE,

Corporation Counsel

by *Franklin Porcari*
Assistant Corporation
Counsel

640

11/253

D 27454

1965 DEC -9 AM 11:14

HILDA G. SCHWARTZ, Director
of Finance of The City of New York,

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10 NOV 21 1965

Handwritten initials

THE CITY OF NEW YORK

Handwritten scribble
D E E D

Pursuant to Administrative Code, § 217 - 12.0

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11 NOV 1965
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109 9461 112

OFFICE OF THE COMPTROLLER
RECEIVED
11 NOV 1965

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NEW YORK

RECORD & RETURN TO
LEO A. LARKIN
CORPORATION COUNSEL
MUNICIPAL BUILDING
NEW YORK 7, N. Y.

APPENDIX L
BUILDING PERMIT REPORT

WTM4SPRW Ph I CAR

2879 Flatbush Ave
Brooklyn, NY 11234

Inquiry Number: 7220379.8
January 09, 2023

EDR Building Permit Report

Target Property and Adjoining Properties

TABLE OF CONTENTS

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About This Report

Executive Summary

Findings

Glossary

Thank you for your business.

Please contact EDR at 1-800-352-0050
with any questions or comments.

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This Report contains certain information obtained from a variety of public and other sources reasonably available to Environmental Data Resources, Inc. It cannot be concluded from this Report that coverage information for the target and surrounding properties does not exist from other sources. **NO WARRANTY EXPRESSED OR IMPLIED, IS MADE WHATSOEVER IN CONNECTION WITH THIS REPORT. ENVIRONMENTAL DATA RESOURCES, INC. SPECIFICALLY DISCLAIMS THE MAKING OF ANY SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ALL RISK IS ASSUMED BY THE USER. IN NO EVENT SHALL ENVIRONMENTAL DATA RESOURCES, INC. BE LIABLE TO ANYONE, WHETHER ARISING OUT OF ERRORS OR OMISSIONS, NEGLIGENCE, ACCIDENT OR ANY OTHER CAUSE, FOR ANY LOSS OR DAMAGE, INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. ANY LIABILITY ON THE PART OF ENVIRONMENTAL DATA RESOURCES, INC. IS STRICTLY LIMITED TO A REFUND OF THE AMOUNT PAID FOR THIS REPORT.** Purchaser accepts this Report "AS IS". Any analyses, estimates, ratings, environmental risk levels or risk codes provided in this Report are provided for illustrative purposes only, and are not intended to provide, nor should they be interpreted as providing any facts regarding, or prediction or forecast of, any environmental risk for any property. Only a Phase I Environmental Site Assessment performed by an environmental professional can provide information regarding the environmental risk for any property. Additionally, the information provided in this Report is not to be construed as legal advice.

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EDR BUILDING PERMIT REPORT

About This Report

The EDR Building Permit Report provides a practical and efficient method to search building department records for indications of environmental conditions. Generated via a search of municipal building permit records gathered from more than 1,600 cities nationwide, this report will assist you in meeting 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 (E 1527-13), or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

Building permit data can be used to identify current and/or former operations and structures/features of environmental concern. The data can provide information on a target property and adjoining properties such as the presence of underground storage tanks, pump islands, sumps, drywells, etc., as well as information regarding water, sewer, natural gas, electrical connection dates, and current/former septic tanks.

ASTM and EPA Requirements

ASTM E 1527-13 lists building department records as a "standard historical source," as detailed in § 8.3.4.7: "Building Department Records - The term building department records means those records of the local government in which the property is located indicating permission of the local government to construct, alter, or demolish improvements on the property." ASTM also states that "Uses in the area surrounding the property shall be identified in the report, but this task is required only to the extent that this information is revealed in the course of researching the property itself."

EPA's Standards and Practices for All Appropriate Inquiries (AAI) states: "§312.24: Reviews of historical sources of information. (a) Historical documents and records must be reviewed for the purposes of achieving the objectives and performance factors of §312.20(e) and (f). Historical documents and records may include, but are not limited to, aerial photographs, fire insurance maps, building department records, chain of title documents, and land use records."

Methodology

EDR has developed the EDR Building Permit Report through our partnership with BuildFax, the nation's largest repository of building department records. BuildFax collects, updates, and manages building department records from local municipal governments. The database now includes 30 million permits, on more than 10 million properties across 1,600 cities in the United States.

The EDR Building Permit Report comprises local municipal building permit records, gathered directly from local jurisdictions, including both target property and adjoining properties. Years of coverage vary by municipality. Data reported includes (where available): date of permit, permit type, permit number, status, valuation, contractor company, contractor name, and description.

Incoming permit data is checked at seven stages in a regimented quality control process, from initial data source interview, to data preparation, through final auditing. To ensure the building department is accurate, each of the seven quality control stages contains, on average, 15 additional quality checks, resulting in a process of approximately 105 quality control "touch points."

For more information about the EDR Building Permit Report, please contact your EDR Account Executive at (800) 352-0050.



EXECUTIVE SUMMARY: SEARCH DOCUMENTATION

A search of building department records was conducted by Environmental Data Resources, Inc (EDR) on behalf of WSP USA, Inc on Jan 09, 2023.

TARGET PROPERTY

2879 Flatbush Ave
Brooklyn, NY 11234

SEARCH METHODS

EDR searches available lists for both the Target Property and Surrounding Properties.

RESEARCH SUMMARY

Building permits identified: **YES**

The following research sources were consulted in the preparation of this report. An "X" indicates where information was identified in the source and provided in this report.

P//New York City, NY

<u>Year</u>	<u>Source</u>	<u>TP</u>	<u>Adjoining</u>
2022	New York City, Department of Buildings		X
2021	New York City, Department of Buildings		X
2020	New York City, Department of Buildings		X
2019	New York City, Department of Buildings		X
2018	New York City, Department of Buildings		X
2017	New York City, Department of Buildings		X
2016	New York City, Department of Buildings		X
2015	New York City, Department of Buildings		X
2014	New York City, Department of Buildings		X
2013	New York City, Department of Buildings		X
	New York City, Department of Buildings	X	
2012	New York City, Department of Buildings		X
2011	New York City, Department of Buildings		
2010	New York City, Department of Buildings		
2009	New York City, Department of Buildings		
2008	New York City, Department of Buildings		X
2007	New York City, Department of Buildings		
2006	New York City, Department of Buildings		X
2005	New York City, Department of Buildings		
2004	New York City, Department of Buildings		
2003	New York City, Department of Buildings		X
2002	New York City, Department of Buildings		
2001	New York City, Department of Buildings		X
2000	New York City, Department of Buildings		
1999	New York City, Department of Buildings		
1998	New York City, Department of Buildings		
1997	New York City, Department of Buildings		
1996	New York City, Department of Buildings		

EXECUTIVE SUMMARY: SEARCH DOCUMENTATION

<u>Year</u>	<u>Source</u>	<u>TP</u>	<u>Adjoining</u>
1995	New York City, Department of Buildings		X
1994	New York City, Department of Buildings		
1993	New York City, Department of Buildings		X
1992	New York City, Department of Buildings		
1991	New York City, Department of Buildings		X
1990	New York City, Department of Buildings		X
1989	New York City, Department of Buildings		X
1988	New York City, Department of Buildings		X
1987	New York City, Department of Buildings		
1986	New York City, Department of Buildings		X
1985	New York City, Department of Buildings		X
1984	New York City, Department of Buildings		X
1983	New York City, Department of Buildings		
1982	New York City, Department of Buildings		
1981	New York City, Department of Buildings		
1980	New York City, Department of Buildings		
1979	New York City, Department of Buildings		
1978	New York City, Department of Buildings		
1977	New York City, Department of Buildings		
1976	New York City, Department of Buildings		
1975	New York City, Department of Buildings		
1974	New York City, Department of Buildings		

Name: JurisdictionName
Years: Years
Source: Source
Phone: Phone

BUILDING DEPARTMENT RECORDS SEARCHED

Name: P//New York City, NY

Years: 1974-2022

Source: New York City, Department of Buildings, New York City, NY

Phone: (212) 566-5000

TARGET PROPERTY FINDINGS

TARGET PROPERTY DETAIL

**2879 Flatbush Ave
Brooklyn, NY 11234**

2879 FLATBUSH AVE

Date: **5/21/2013**
Permit Type: **PL**
Description: **IT IS PROPOSED TO PROVIDE OFFSITE REQUIRED PARKING FOR ADJACENT LOT (LOT 125) AS SHOWN ON PLANS.**

Permit Description: **PLUMBING**
Work Class: **A1 - ALTERATION TYPE 1**
Proposed Use:
Permit Number: **320493159-01-PL**
Status: **ISSUED**
Valuation: **\$0.00**
Contractor Company:
Contractor Name: **BEDROCK PLBG. & HTG.,INC**

Date: **5/3/2013**
Permit Type: **AL**
Description: **IT IS PROPOSED TO PROVIDE OFFSITE REQUIRED PARKING FOR ADJACENT LOT (LOT 125) AS SHOWN ON PLANS.**

Permit Description: **ALTERATION**
Work Class: **A1 - ALTERATION TYPE 1**
Proposed Use:
Permit Number: **320493159-01-AL**
Status: **ISSUED**
Valuation: **\$0.00**
Contractor Company:
Contractor Name: **EASTMAN COOKE & ASSOCIATE**

ADJOINING PROPERTY FINDINGS

ADJOINING PROPERTY DETAIL

The following Adjoining Property addresses were researched for this report. Detailed findings are provided for each address.

FLATBUSH AVE

2859 FLATBUSH AVE

Date: **6/27/2022**
Permit Type: **EW**
Description: **INSTALLATION OF BOILERS FOR SNOW MELT AND RADIANT HEAT ONLY AS SHOWN ON DRAWING FILED HEREWITH. NO CHANGE IN USE, EGRESS OR OCCUPANCY. IN CONJUNCTION WITH NB# 320625560**

Permit Description: **EQUIPMENT WORK**
Work Class: **A2 - ALTERATION TYPE 2**
Proposed Use: **BOILER**
Permit Number: **340555287-01-EW-BL**
Status: **ISSUED**
Valuation: **\$0.00**
Contractor Company:
Contractor Name: **JL PLUMBING, LLC**

Date: **6/27/2022**
Permit Type: **PL**
Description: **INSTALLATION OF BOILERS FOR SNOW MELT AND RADIANT HEAT ONLY AS SHOWN ON DRAWING FILED HEREWITH. NO CHANGE IN USE, EGRESS OR OCCUPANCY. IN CONJUNCTION WITH NB# 320625560**

Permit Description: **PLUMBING**
Work Class: **A2 - ALTERATION TYPE 2**
Proposed Use:
Permit Number: **340555287-01-PL**
Status: **ISSUED**
Valuation: **\$0.00**
Contractor Company:
Contractor Name: **JL PLUMBING, LLC**

ADJOINING PROPERTY FINDINGS

Date: **6/14/2022**

Permit Type:

Description:

Permit Description: **Electrical Permit**

Work Class:

Proposed Use:

Permit Number: B0075677811EL

Status: Permit Issued

Valuation: \$0.00

Contractor Company:

Contractor Name: KILO WATT ELECTRIC CORP

Date: **11/23/2021**

Permit Type:

Description:

Permit Description: **Electrical Permit**

Work Class:

Proposed Use:

Permit Number: B0063563911EL

Status: Permit Issued

Valuation: \$0.00

Contractor Company:

Contractor Name: KILO WATT ELECTRIC CORP

ADJOINING PROPERTY FINDINGS

Date: **6/22/2020**
Permit Type: **EW**
Description: **INSTALLATION OF NON-EMERGENCY NATURAL GAS GENERATOR ON EQUIPMENT PLATFORM ON THE ROOF FILED UNDER SEPARATE APPLICATION (B00062690). INSTALLATION OF RELATED GAS PIPING AS PER PLANS AND RELATED GAS METER IN 1ST FLOOR. NO CHANGE IN USE, EGRESS OR OCCUPANCY.**

Permit Description: **EQUIPMENT WORK**
Work Class: **A2 - ALTERATION TYPE 2**
Proposed Use: **MECHANICAL/HVAC**
Permit Number: **321929213-01-EW-MH**
Status: **ISSUED**
Valuation: **\$0.00**
Contractor Company:
Contractor Name: **RC3 ELECTRIC,LLC**

Date: **6/17/2020**
Permit Type:
Description:

Permit Description: **Electrical Permit**
Work Class:
Proposed Use:
Permit Number: **B0035871411EL**
Status: **Permit Issued**
Valuation: **\$0.00**
Contractor Company:
Contractor Name: **SPECTRUM ON BROADWAY-ELEC**

ADJOINING PROPERTY FINDINGS

Date: **2/27/2020**

Permit Type:

Description:

Permit Description: **Sign Permit**

Work Class:

Proposed Use:

Permit Number: B0030596811SG

Status: Issued

Valuation: \$0.00

Contractor Company:

Contractor Name: NY SIGN ART

Date: **10/11/2019**

Permit Type:

Description:

Permit Description: **Electrical Permit**

Work Class:

Proposed Use:

Permit Number: B0024415611EL

Status: Permit Issued

Valuation: \$0.00

Contractor Company:

Contractor Name: A J IANNI ELECL CONTS INC

ADJOINING PROPERTY FINDINGS

Date: **10/10/2019**
Permit Type: **EW**
Description: **INSTALLATION OF PREFABRICATED PAINT SPRAY BOOTH AND MIXING ROOM. SPRINKLER DOB NOW JOB #B0021950 PLUMBING DOB NOW JOB #B00219426 MS-MECHANICAL DOB NOW JOB #B00219399. NO CHANGE EGRESS, CO, ZONING.**

Permit Description: **EQUIPMENT WORK**
Work Class: **A2 - ALTERATION TYPE 2**
Proposed Use: **OTHER CONSTRUCTION EQUIPMENT**
Permit Number: **321984796-01-EW-OT**
Status: **ISSUED**
Valuation: **\$0.00**
Contractor Company:
Contractor Name: **AUTOMOTIVE FACILITY SVCS**

Date: **5/7/2019**
Permit Type: **PL**
Description: **INSTALLATION OF NON-EMERGENCY NATURAL GAS GENERATOR ON EQUIPMENT PLATFORM ON THE ROOF FILED UNDER SEPARATE APPLICATION (B00062690). INSTALLATION OF RELATED GAS PIPING AS PER PLANS AND RELATED GAS METER IN 1ST FLOOR. NO CHANGE IN USE, EGRESS OR OCCUPANCY.**

Permit Description: **PLUMBING**
Work Class: **A2 - ALTERATION TYPE 2**
Proposed Use:
Permit Number: **321929213-01-PL**
Status: **ISSUED**
Valuation: **\$0.00**
Contractor Company:
Contractor Name: **HUDSON PLMBING & MCH,LLC**

ADJOINING PROPERTY FINDINGS

Date: **1/16/2019**

Permit Type:

Description:

Permit Description: **Electrical Permit**

Work Class:

Proposed Use:

Permit Number: B0011966511EL

Status: Permit Issued

Valuation: \$0.00

Contractor Company:

Contractor Name: CITY ELEC'L SIGN ERECTORS

Date: **1/16/2019**

Permit Type:

Description:

Permit Description: **Electrical Permit**

Work Class:

Proposed Use:

Permit Number: B0011966911EL

Status: Permit Issued

Valuation: \$0.00

Contractor Company:

Contractor Name: CITY ELEC'L SIGN ERECTORS

Date: **1/16/2019**

Permit Type:

Description:

Permit Description: **Electrical Permit**

Work Class:

Proposed Use:

Permit Number: B0011967411EL

Status: Permit Issued

Valuation: \$0.00

Contractor Company:

Contractor Name: CITY ELEC'L SIGN ERECTORS

ADJOINING PROPERTY FINDINGS

Date: **1/16/2019**

Permit Type:

Description:

Permit Description: **Electrical Permit**

Work Class:

Proposed Use:

Permit Number: B001196771EL

Status: Permit Issued

Valuation: \$0.00

Contractor Company:

Contractor Name: CITY ELEC'L SIGN ERECTORS

Date: **1/15/2019**

Permit Type:

Description:

Permit Description: **Electrical Permit**

Work Class:

Proposed Use:

Permit Number: B001196261EL

Status: Permit Issued

Valuation: \$0.00

Contractor Company:

Contractor Name: CITY ELEC'L SIGN ERECTORS

Date: **1/15/2019**

Permit Type:

Description:

Permit Description: **Electrical Permit**

Work Class:

Proposed Use:

Permit Number: B001196601EL

Status: Permit Issued

Valuation: \$0.00

Contractor Company:

Contractor Name: CITY ELEC'L SIGN ERECTORS

ADJOINING PROPERTY FINDINGS

Date: **10/13/2018**

Permit Type:

Description:

Permit Description: **Electrical Permit**

Work Class:

Proposed Use:

Permit Number: B000874661EL

Status: Permit Issued

Valuation: \$0.00

Contractor Company:

Contractor Name: FLEETWOOD ELECTRIC CO. INC.

Date: **8/6/2018**

Permit Type: **EW**

Description: **FILING FOR FUEL STORAGE TANK IN CONJUNCTION WITH EMERGENCY GENERATOR FILED UNDER NB 3206225560**

Permit Description: **EQUIPMENT WORK**

Work Class: A2 - ALTERATION TYPE 2

Proposed Use: FUEL STORAGE

Permit Number: 340564687-01-EW-FS

Status: ISSUED

Valuation: \$0.00

Contractor Company:

Contractor Name: APPROVED OIL CO OF BKLYN

Date: **6/5/2018**

Permit Type: **EW**

Description: **FILING OCCUPANT PROTECTION PLAN IN CONJUNCTION WITH NB APPLICATION 320625560**

Permit Description: **EQUIPMENT WORK**

Work Class: A2 - ALTERATION TYPE 2

Proposed Use: OTHER CONSTRUCTION EQUIPMENT

Permit Number: 340608809-01-EW-OT

Status: ISSUED

Valuation: \$0.00

Contractor Company:

Contractor Name: REDCOM DESIGN & CONSTRUCT

ADJOINING PROPERTY FINDINGS

Date: **5/30/2018**
Permit Type: **NB**
Description:

Permit Description: **NEW BUILDING**
Work Class: **NB - NEW BUILDING**
Proposed Use:
Permit Number: **320625560-01-NB**
Status: **ISSUED, RE-ISSUED**
Valuation: **\$0.00**
Contractor Company:
Contractor Name: **REDCOM DESIGN & CONSTRUCT**

Date: **4/19/2018**
Permit Type: **AL**
Description: **FILING FOR INSTALLATION OF CURB CUT AS SHOWN ON DRAWINGS FILED
HEREWITH. RELATED CURB CUTS FILED UNDER NB 320625560 AND B00002174.**

Permit Description: **ALTERATION**
Work Class: **A3 - ALTERATION TYPE 3**
Proposed Use:
Permit Number: **340496396-01-AL**
Status: **ISSUED**
Valuation: **\$0.00**
Contractor Company:
Contractor Name: **REDCOM DESIGN & CONSTRUCT**

ADJOINING PROPERTY FINDINGS

Date: **3/30/2018**
Permit Type: **EW**
Description: **INSTALLATION OF STANDPIPE AND SPRINKLER SYSTEM IN CONJUNCTION WITH NB #320625560 AS SHOWN ON DRAWINGS FILED HEREWITH. NO CHANGE IN USE, EGRESS OR OCCUPANCY.**

Permit Description: **EQUIPMENT WORK**
Work Class: **A2 - ALTERATION TYPE 2**
Proposed Use: **STAND PIPE**
Permit Number: **340309035-01-EW-SD**
Status: **ISSUED**
Valuation: **\$0.00**
Contractor Company:
Contractor Name: **TRISTATE FIRE SPRINKLER**

Date: **3/30/2018**
Permit Type: **EW**
Description: **INSTALLATION OF STANDPIPE AND SPRINKLER SYSTEM IN CONJUNCTION WITH NB #320625560 AS SHOWN ON DRAWINGS FILED HEREWITH. NO CHANGE IN USE, EGRESS OR OCCUPANCY.**

Permit Description: **EQUIPMENT WORK**
Work Class: **A2 - ALTERATION TYPE 2**
Proposed Use: **SPRINKLER**
Permit Number: **340309035-01-EW-SP**
Status: **ISSUED**
Valuation: **\$0.00**
Contractor Company:
Contractor Name: **TRISTATE FIRE SPRINKLER**

ADJOINING PROPERTY FINDINGS

Date: **3/19/2018**

Permit Type:

Description:

Permit Description: **Electrical Permit**

Work Class:

Proposed Use:

Permit Number: B000283081EL

Status: Permit Issued

Valuation: \$0.00

Contractor Company:

Contractor Name: AMPERE ELECTRIC CORP

Date: **2/15/2018**

Permit Type:

Description:

Permit Description: **Sign Permit**

Work Class:

Proposed Use:

Permit Number: B000124391SG

Status: Signed Off

Valuation: \$0.00

Contractor Company:

Contractor Name: CAD SIGNS NYC CORP

Date: **2/14/2018**

Permit Type: **AL**

Description:

Permit Description: **ALTERATION**

Work Class: A3 - ALTERATION TYPE 3

Proposed Use:

Permit Number: 340579190-01-AL

Status: ISSUED

Valuation: \$0.00

Contractor Company:

Contractor Name: CAD SIGNS NYC CORP

ADJOINING PROPERTY FINDINGS

Date: **12/29/2017**
Permit Type: **FO**
Description:

Permit Description: **FOUNDATION/EARTHWORK**
Work Class: **NB - NEW BUILDING**
Proposed Use:
Permit Number: **320625560-01-FO**
Status: **ISSUED, RE-ISSUED**
Valuation: **\$0.00**
Contractor Company:
Contractor Name: **REDCOM DESIGN & CONSTRUCT**

Date: **12/29/2017**
Permit Type: **FO**
Description:

Permit Description: **FOUNDATION/EARTHWORK**
Work Class: **NB - NEW BUILDING**
Proposed Use:
Permit Number: **320625560-01-FO-EA**
Status: **ISSUED, RE-ISSUED**
Valuation: **\$0.00**
Contractor Company:
Contractor Name: **REDCOM DESIGN & CONSTRUCT**

Date: **11/3/2017**
Permit Type: **PL**
Description: **FILING FOR SANITARY SITE DRAINAGE IN CONJUNCTION WITH NB AS SHOWN ON DRAWINGS FILED HEREWITH. NO CHANGE IN USE, EGRESS OR OCCUPANCY**

Permit Description: **PLUMBING**
Work Class: **A2 - ALTERATION TYPE 2**
Proposed Use:
Permit Number: **340542997-01-PL**
Status: **ISSUED**
Valuation: **\$0.00**
Contractor Company:
Contractor Name: **MAJOR SUBSURFACE PLBG COR**

ADJOINING PROPERTY FINDINGS

Date: **10/26/2017**
Permit Type: **PL**
Description: **FILING FOR STORM SITE DRAINAGE IN CONJUNCTION WITH NB AS SHOWN ON DRAWINGS FILED HEREWITH. NO CHANGE IN USE, EGRESS OR OCCUPANCY.**

Permit Description: **PLUMBING**
Work Class: **A2 - ALTERATION TYPE 2**
Proposed Use:
Permit Number: **340524659-01-PL**
Status: **ISSUED**
Valuation: **\$0.00**
Contractor Company:
Contractor Name: **PIPING&PLUMBING SOLUTION**

Date: **10/24/2017**
Permit Type:
Description:

Permit Description: **Electrical Permit**
Work Class:
Proposed Use:
Permit Number: **B436075**
Status: **CLOSED/CANCELLED**
Valuation: **\$0.00**
Contractor Company:
Contractor Name: **CITY ELEC'L SIGN ERECTORS**

Date: **10/24/2017**
Permit Type:
Description:

Permit Description: **Electrical Permit**
Work Class:
Proposed Use:
Permit Number: **B436077**
Status: **CLOSED/CANCELLED**
Valuation: **\$0.00**
Contractor Company:
Contractor Name: **CITY ELEC'L SIGN ERECTORS**

ADJOINING PROPERTY FINDINGS

Date: **10/24/2017**

Permit Type:

Description:

Permit Description: **Electrical Permit**

Work Class:

Proposed Use:

Permit Number: B436079

Status: ASSIGNED TO INSPECTOR

Valuation: \$0.00

Contractor Company:

Contractor Name: CITY ELEC'L SIGN ERECTORS

Date: **10/24/2017**

Permit Type:

Description:

Permit Description: **Electrical Permit**

Work Class:

Proposed Use:

Permit Number: B436081

Status: CLOSED/CANCELLED

Valuation: \$0.00

Contractor Company:

Contractor Name: CITY ELEC'L SIGN ERECTORS

Date: **10/24/2017**

Permit Type:

Description:

Permit Description: **Electrical Permit**

Work Class:

Proposed Use:

Permit Number: B436082

Status: CLOSED/CANCELLED

Valuation: \$0.00

Contractor Company:

Contractor Name: CITY ELEC'L SIGN ERECTORS

ADJOINING PROPERTY FINDINGS

Date: **10/24/2017**

Permit Type:

Description:

Permit Description: **Electrical Permit**

Work Class:

Proposed Use:

Permit Number: B436084

Status: CLOSED/CANCELLED

Valuation: \$0.00

Contractor Company:

Contractor Name: CITY ELEC'L SIGN ERECTORS

Date: **10/11/2017**

Permit Type:

Description:

Permit Description: **Sign Permit**

Work Class:

Proposed Use:

Permit Number: 32160963901SG

Status: Issued

Valuation: \$0.00

Contractor Company:

Contractor Name: NORTH SHORE NEON SIGN CO

Date: **10/11/2017**

Permit Type:

Description:

Permit Description: **Sign Permit**

Work Class:

Proposed Use:

Permit Number: 32160964801SG

Status: Issued

Valuation: \$0.00

Contractor Company:

Contractor Name: NORTH SHORE NEON SIGN CO

ADJOINING PROPERTY FINDINGS

Date: **10/11/2017**

Permit Type:

Description:

Permit Description: **Sign Permit**

Work Class:

Proposed Use:

Permit Number: 32160965701SG

Status: Issued

Valuation: \$0.00

Contractor Company:

Contractor Name: NORTH SHORE NEON SIGN CO

Date: **10/11/2017**

Permit Type:

Description:

Permit Description: **Sign Permit**

Work Class:

Proposed Use:

Permit Number: 32160966601SG

Status: Issued

Valuation: \$0.00

Contractor Company:

Contractor Name: NORTH SHORE NEON SIGN CO

Date: **10/11/2017**

Permit Type:

Description:

Permit Description: **Sign Permit**

Work Class:

Proposed Use:

Permit Number: 32160967501SG

Status: Issued

Valuation: \$0.00

Contractor Company:

Contractor Name: NORTH SHORE NEON SIGN CO

ADJOINING PROPERTY FINDINGS

Date: **10/11/2017**

Permit Type:

Description:

Permit Description: **Sign Permit**

Work Class:

Proposed Use:

Permit Number: 32160968401SG

Status: Issued

Valuation: \$0.00

Contractor Company:

Contractor Name: NORTH SHORE NEON SIGN CO

Date: **10/11/2017**

Permit Type: **SG**

Description:

Permit Description: **SIGN**

Work Class: SG - SIGN

Proposed Use:

Permit Number: 321609639-01-SG

Status: ISSUED

Valuation: \$0.00

Contractor Company:

Contractor Name: NORTH SHORE NEON SIGN CO

Date: **10/11/2017**

Permit Type: **SG**

Description:

Permit Description: **SIGN**

Work Class: SG - SIGN

Proposed Use:

Permit Number: 321609648-01-SG

Status: ISSUED

Valuation: \$0.00

Contractor Company:

Contractor Name: NORTH SHORE NEON SIGN CO

ADJOINING PROPERTY FINDINGS

Date: **10/11/2017**
Permit Type: **SG**
Description:

Permit Description: **SIGN**
Work Class: SG - SIGN
Proposed Use:
Permit Number: 321609657-01-SG
Status: ISSUED
Valuation: \$0.00
Contractor Company:
Contractor Name: NORTH SHORE NEON SIGN CO

Date: **10/11/2017**
Permit Type: **SG**
Description:

Permit Description: **SIGN**
Work Class: SG - SIGN
Proposed Use:
Permit Number: 321609666-01-SG
Status: ISSUED
Valuation: \$0.00
Contractor Company:
Contractor Name: NORTH SHORE NEON SIGN CO

Date: **10/11/2017**
Permit Type: **SG**
Description:

Permit Description: **SIGN**
Work Class: SG - SIGN
Proposed Use:
Permit Number: 321609675-01-SG
Status: ISSUED
Valuation: \$0.00
Contractor Company:
Contractor Name: NORTH SHORE NEON SIGN CO

ADJOINING PROPERTY FINDINGS

Date: **10/11/2017**
Permit Type: **SG**
Description:

Permit Description: **SIGN**
Work Class: SG - SIGN
Proposed Use:
Permit Number: 321609684-01-SG
Status: ISSUED
Valuation: \$0.00
Contractor Company:
Contractor Name: NORTH SHORE NEON SIGN CO

Date: **10/10/2017**
Permit Type: **PL**
Description: **INSTALLATION OF MECHANICAL EQUIPMENT AND DUCTWORK. INSTALL NEW PLUMBING FIXTURES AND RELATED PIPING.**

Permit Description: **PLUMBING**
Work Class: NB - NEW BUILDING
Proposed Use:
Permit Number: 320625560-04-PL
Status: ISSUED
Valuation: \$0.00
Contractor Company:
Contractor Name: TRUE NORTH MECHANICAL LLC

Date: **2/28/2017**
Permit Type:
Description:

Permit Description: **Electrical Permit**
Work Class:
Proposed Use:
Permit Number: B424667
Status: AWAITING INSPECTION REQUEST
Valuation: \$0.00
Contractor Company:
Contractor Name: POWER SURGE ELECTRIC, INC

ADJOINING PROPERTY FINDINGS

Date: **1/11/2017**

Permit Type:

Description:

Permit Description: **Electrical Permit**

Work Class:

Proposed Use:

Permit Number: B422420

Status: CLOSED/CANCELLED

Valuation: \$0.00

Contractor Company:

Contractor Name: WIZARD ELEC'L CONSTR LLC

Date: **12/29/2016**

Permit Type: **EQ**

Description: **INSTALLATION OF HEAVY DUTY SIDEWALK SHED AS PER PLANS. LIVE LOAD 300 PSF. SIDEWALK SHED SHALL COMPLY WITH CHAPTER #33 OF THE 2014 CODE NO CHANGE TO USE, EGRESS OR OCCUPANCY UNDER THIS APPLICATION.**

Permit Description: **CONSTRUCTION EQUIPMENT**

Work Class: A3 - ALTERATION TYPE 3

Proposed Use: SIDEWALK SHED

Permit Number: 340458132-01-EQ-SH

Status: ISSUED

Valuation: \$0.00

Contractor Company:

Contractor Name: ROCK GROUP NY CORP

ADJOINING PROPERTY FINDINGS

Date: **12/27/2016**
Permit Type: **EW**
Description: **GENERAL CONSTRUCTION WORK FOR SITE PREPARATION AND SITE GRADING AS SHOWN ON DRAWINGS FILED HEREWITH. NO CHANGE IN USE, EGRESS OR OCCUPANCY.**

Permit Description: **EQUIPMENT WORK**
Work Class: **A2 - ALTERATION TYPE 2**
Proposed Use: **OTHER CONSTRUCTION EQUIPMENT**
Permit Number: **340204004-01-EW-OT**
Status: **ISSUED**
Valuation: **\$0.00**
Contractor Company:
Contractor Name: **REDCOM DESIGN & CONSTRUCT**

Date: **12/27/2016**
Permit Type: **EW**
Description: **FILING FOR SUPPORT OF EXCAVATION IN CONJUNCTION WITH NB #320625560 AS SHOWN ON DRAWINGS FILED HEREWITH. NO CHANGE IN USE, EGRESS OR OCCUPANCY.**

Permit Description: **EQUIPMENT WORK**
Work Class: **A2 - ALTERATION TYPE 2**
Proposed Use: **OTHER CONSTRUCTION EQUIPMENT**
Permit Number: **321308928-01-EW-OT**
Status: **ISSUED**
Valuation: **\$0.00**
Contractor Company:
Contractor Name: **REDCOM DESIGN & CONSTRUCT**

ADJOINING PROPERTY FINDINGS

Date: **12/24/2016**

Permit Type:

Description:

Permit Description: **Electrical Permit**

Work Class:

Proposed Use:

Permit Number: B421862

Status: COMPLETED

Valuation: \$0.00

Contractor Company:

Contractor Name: LINTECH ELECTRIC,INC.

Date: **12/16/2016**

Permit Type: **EQ**

Description: **GENERAL CONSTRUCTION WORK FOR SITE PREPARATION AND SITE GRADING AS SHOWN ON DRAWINGS FILED HEREWITH. NO CHANGE IN USE, EGRESS OR OCCUPANCY.**

Permit Description: **CONSTRUCTION EQUIPMENT**

Work Class: A2 - ALTERATION TYPE 2

Proposed Use: FENCE

Permit Number: 340204004-01-EQ-FN

Status: ISSUED

Valuation: \$0.00

Contractor Company:

Contractor Name: REDCOM DESIGN & CONSTRUCT

Date: **12/5/2016**

Permit Type:

Description:

Permit Description: **Electrical Permit**

Work Class:

Proposed Use:

Permit Number: B420970

Status: COMPLETED

Valuation: \$0.00

Contractor Company:

Contractor Name: JAM ELECTRICAL CORP

ADJOINING PROPERTY FINDINGS

2875 FLATBUSH AVE

Date: **9/7/2017**
Permit Type: **EW**
Description: **APPLICATION IS FILED FOR THE REPLACEMENT OF 5 EXISTING HVAC UNITS AT ROOF WITH 5 NEW UNITS AT SAME LOCATION. EXISTING SUPPORTS, DUNNAGE, CONTROLS AND ACCESSORIES TO REMAIN. OBTAINING OF EQUIPMENT USE PERMITS. NO CHANGE TO USE, EGRESS OR OCCUPANCY, DUE TO PROPOSED WORK.**

Permit Description: **EQUIPMENT WORK**
Work Class: **A2 - ALTERATION TYPE 2**
Proposed Use: **MECHANICAL/HVAC**
Permit Number: **321647125-01-EW-MH**
Status: **ISSUED**
Valuation: **\$0.00**
Contractor Company:
Contractor Name: **BRIGHTON INSTALLATION CO**

Date: **12/8/2016**
Permit Type: **PL**
Description: **SUBSEQUENT FILING FOR MECHANICAL AND PLUMBING WORK AS SHOWN ON PLANS.**

Permit Description: **PLUMBING**
Work Class: **A2 - ALTERATION TYPE 2**
Proposed Use:
Permit Number: **320450301-02-PL**
Status: **ISSUED**
Valuation: **\$0.00**
Contractor Company:
Contractor Name: **DESIGN PLBG & HTG SVC IN**

ADJOINING PROPERTY FINDINGS

Date: **7/5/2016**
Permit Type: **EW**
Description: **IT IS PROPOSED TO INSTALL AN INJECTION STATION AS SHOWN ON PLANS. NO CHANGE TO USE OR OCCUPANCY.**

Permit Description: **EQUIPMENT WORK**
Work Class: **A2 - ALTERATION TYPE 2**
Proposed Use: **OTHER CONSTRUCTION EQUIPMENT**
Permit Number: **320450301-01-EW-OT**
Status: **ISSUED**
Valuation: **\$0.00**
Contractor Company:
Contractor Name: **PASS CONSTRUCTION LLC**

Date: **7/5/2016**
Permit Type: **EW**
Description: **SUBSEQUENT FILING FOR MECHANICAL AND PLUMBING WORK AS SHOWN ON PLANS.**

Permit Description: **EQUIPMENT WORK**
Work Class: **A2 - ALTERATION TYPE 2**
Proposed Use: **MECHANICAL/HVAC**
Permit Number: **320450301-02-EW-MH**
Status: **ISSUED**
Valuation: **\$0.00**
Contractor Company:
Contractor Name: **PASS CONSTRUCTION LLC**

ADJOINING PROPERTY FINDINGS

Date: **8/14/2015**
Permit Type: **EW**
Description: **PROPOSED ACCESSORY STEEL BOAT RACKS ON GRADE FOR BOAT STORAGE
IN EXISTING BOAT YARD.**

Permit Description: **EQUIPMENT WORK**
Work Class: **A2 - ALTERATION TYPE 2**
Proposed Use: **OTHER CONSTRUCTION EQUIPMENT**
Permit Number: **321147745-01-EW-OT**
Status: **ISSUED**
Valuation: **\$0.00**
Contractor Company:
Contractor Name: **PARTINICO CONSTRUCTION CO**

Date: **11/10/2014**
Permit Type:
Description:

Permit Description: **ELECTRICAL**
Work Class: **UN-TAGGED SIGN**
Proposed Use:
Permit Number: **B387822**
Status: **Open**
Valuation: **\$0.00**
Contractor Company:
Contractor Name: **BESTCO GENERAL ELEC. MAIN**

Date: **10/3/2014**
Permit Type: **SG**
Description:

Permit Description: **SIGN**
Work Class: **SG - SIGN**
Proposed Use:
Permit Number: **320984066-01-SG**
Status: **ISSUED**
Valuation: **\$0.00**
Contractor Company:
Contractor Name: **SIGNSTAR NYC**

ADJOINING PROPERTY FINDINGS

Date: **6/12/2013**
Permit Type: **PL**
Description: **IT IS PROPOSED TO REVISE THE NUMBER OF REQUIRED AND PERMITTED OFFSTREET PARKING SPACES AND REFERENCE THE OFFSITE REQUIRED PARKING ON THE ADJACENT PROPERTY AS SHOWN ON PLANS.**

Permit Description: **PLUMBING**
Work Class: **A1 - ALTERATION TYPE 1**
Proposed Use:
Permit Number: **320506467-01-PL**
Status: **ISSUED**
Valuation: **\$0.00**
Contractor Company:
Contractor Name: **BEDROCK PLBG. & HTG.,INC**

Date: **5/10/2013**
Permit Type:
Description:

Permit Description: **ELECTRICAL**
Work Class: **REHABILITATION**
Proposed Use:
Permit Number: **B367306**
Status: **Closed**
Valuation: **\$0.00**
Contractor Company:
Contractor Name: **HIG ELECTRIC ASSC NYC INC**

ADJOINING PROPERTY FINDINGS

Date: **5/3/2013**
Permit Type: **AL**
Description: **IT IS PROPOSED TO REVISE THE NUMBER OF REQUIRED AND PERMITTED OFFSTREET PARKING SPACES AND REFERENCE THE OFFSITE REQUIRED PARKING ON THE ADJACENT PROPERTY AS SHOWN ON PLANS.**

Permit Description: **ALTERATION**
Work Class: **A1 - ALTERATION TYPE 1**
Proposed Use:
Permit Number: **320506467-01-AL**
Status: **ISSUED**
Valuation: **\$0.00**
Contractor Company:
Contractor Name: **EASTMAN COOKE & ASSOCIATE**

Date: **7/1/2008**
Permit Type: **EW**
Description: **ROOF REPLACEMENT AS INDICATED ON PLANS FILED HEREWITH. NO CHANGE IN USE, EGRESS OR OCCUPANCY,**

Permit Description: **EQUIPMENT WORK**
Work Class: **A2 - ALTERATION TYPE 2**
Proposed Use: **OTHER CONSTRUCTION EQUIPMENT**
Permit Number: **310158922-01-EW-OT**
Status: **ISSUED**
Valuation: **\$0.00**
Contractor Company:
Contractor Name: **NORTH AMERICAN ROOF SYS.**

ADJOINING PROPERTY FINDINGS

Date: **6/29/2006**
Permit Type: **EW**
Description: **APPLICATION IS FILED FOR REPLACEMENT OF THREE EXISTING AIR CONDITIONING UNITS AT ROOF WITH NEW UNITS AND OBTAINING OF EQUIPMENT USE PERMITS, AS PER PLANS SUBMITTED HEREWITH. EXISTING DUNNAGE, SUPPORTS, DUCTWORK, CONTROLS AND ACCESSORIES TO REMAIN. NO CHANGE TO USE, EGRESS OR OCCUPANCY OF BUILDING.**

Permit Description: **EQUIPMENT WORK**
Work Class: **A2 - ALTERATION TYPE 2**
Proposed Use: **MECHANICAL/HVAC**
Permit Number: **302188193-01-EW-MH**
Status: **ISSUED**
Valuation: **\$0.00**
Contractor Company:
Contractor Name: **COUNTRY FAIRAIR CONDITIONING CO**

Date: **11/29/1993**
Permit Type:
Description:

Permit Description: **Electrical**
Work Class:
Proposed Use:
Permit Number: **B121494**
Status: **CLOSED/CANCELLED**
Valuation: **\$0.00**
Contractor Company:
Contractor Name: **NARROWS ELEC'L CONTR'S IN**

ADJOINING PROPERTY FINDINGS

Date: **11/29/1993**

Permit Type:

Description:

Permit Description: **Electrical**

Work Class:

Proposed Use:

Permit Number: B121495

Status: CLOSED/CANCELLED

Valuation: \$0.00

Contractor Company:

Contractor Name: VIC CONSTRUCTION CORP.

Date: **11/29/1993**

Permit Type:

Description:

Permit Description: **Electrical**

Work Class:

Proposed Use:

Permit Number: B121496

Status: CLOSED/CANCELLED

Valuation: \$0.00

Contractor Company:

Contractor Name: NARROWS ELEC'L CONTR'S IN

Date: **11/29/1993**

Permit Type:

Description:

Permit Description: **Electrical**

Work Class:

Proposed Use:

Permit Number: B121497

Status: COMPLETED

Valuation: \$0.00

Contractor Company:

Contractor Name: CITILIGHTS ELECL CONTRS L

ADJOINING PROPERTY FINDINGS

Date: **11/29/1993**

Permit Type:

Description:

Permit Description: **Electrical**

Work Class:

Proposed Use:

Permit Number: B121498

Status: CLOSED/CANCELLED

Valuation: \$0.00

Contractor Company:

Contractor Name: NARROWS ELEC'L CONTR'S IN

Date: **11/29/1993**

Permit Type:

Description:

Permit Description: **Electrical**

Work Class:

Proposed Use:

Permit Number: B121500

Status: COMPLETED

Valuation: \$0.00

Contractor Company:

Contractor Name: CITILIGHTS ELECL CONTRS L

Date: **11/29/1993**

Permit Type:

Description:

Permit Description: **Electrical**

Work Class:

Proposed Use:

Permit Number: B121501

Status: CLOSED/CANCELLED

Valuation: \$0.00

Contractor Company:

Contractor Name: NARROWS ELEC'L CONTR'S IN

ADJOINING PROPERTY FINDINGS

Date: **11/29/1993**

Permit Type:

Description:

Permit Description: **Electrical**

Work Class:

Proposed Use:

Permit Number: B121503

Status: COMPLETED

Valuation: \$0.00

Contractor Company:

Contractor Name: CITILIGHTS ELECL CONTRS L

Date: **8/24/1993**

Permit Type:

Description:

Permit Description: **Electrical**

Work Class:

Proposed Use:

Permit Number: B116760

Status: COMPLETED

Valuation: \$0.00

Contractor Company:

Contractor Name: BORNA & SONS INC.

Date: **6/2/1993**

Permit Type:

Description:

Permit Description: **Electrical**

Work Class:

Proposed Use:

Permit Number: B112848

Status: COMPLETED

Valuation: \$0.00

Contractor Company:

Contractor Name: ARMAR ELEC'L CONTR'S INC.

ADJOINING PROPERTY FINDINGS

Date: **8/29/1991**

Permit Type:

Description:

Permit Description: **Electrical**

Work Class:

Proposed Use:

Permit Number: B088799

Status: COMPLETED

Valuation: \$0.00

Contractor Company:

Contractor Name: BEMUS ELEC'L CONTRS.

Date: **8/29/1991**

Permit Type:

Description:

Permit Description: **Electrical**

Work Class:

Proposed Use:

Permit Number: B088800

Status: COMPLETED

Valuation: \$0.00

Contractor Company:

Contractor Name: BEMUS ELEC'L CONTRS.

Date: **8/29/1991**

Permit Type:

Description:

Permit Description: **Electrical**

Work Class:

Proposed Use:

Permit Number: B088801

Status: COMPLETED

Valuation: \$0.00

Contractor Company:

Contractor Name: BEMUS ELEC'L CONTRS.

ADJOINING PROPERTY FINDINGS

Date: **8/29/1991**

Permit Type:

Description:

Permit Description: **Electrical**

Work Class:

Proposed Use:

Permit Number: B088802

Status: COMPLETED

Valuation: \$0.00

Contractor Company:

Contractor Name: BEMUS ELEC'L CONTRS.

Date: **8/29/1991**

Permit Type:

Description:

Permit Description: **Electrical**

Work Class:

Proposed Use:

Permit Number: B088803

Status: COMPLETED

Valuation: \$0.00

Contractor Company:

Contractor Name: BEMUS ELEC'L CONTRS.

Date: **8/29/1991**

Permit Type:

Description:

Permit Description: **Electrical**

Work Class:

Proposed Use:

Permit Number: B088804

Status: COMPLETED

Valuation: \$0.00

Contractor Company:

Contractor Name: BEMUS ELEC'L CONTRS.

ADJOINING PROPERTY FINDINGS

Date: **8/29/1991**

Permit Type:

Description:

Permit Description: **Electrical**

Work Class:

Proposed Use:

Permit Number: B088805

Status: COMPLETED

Valuation: \$0.00

Contractor Company:

Contractor Name: BEMUS ELEC'L CONTRS.

Date: **8/29/1991**

Permit Type:

Description:

Permit Description: **Electrical**

Work Class:

Proposed Use:

Permit Number: B088806

Status: COMPLETED

Valuation: \$0.00

Contractor Company:

Contractor Name: BEMUS ELEC'L CONTRS.

Date: **8/29/1991**

Permit Type:

Description:

Permit Description: **Electrical**

Work Class:

Proposed Use:

Permit Number: B088807

Status: COMPLETED

Valuation: \$0.00

Contractor Company:

Contractor Name: BEMUS ELEC'L CONTRS.

ADJOINING PROPERTY FINDINGS

Date: **8/29/1991**

Permit Type:

Description:

Permit Description: **Electrical**

Work Class:

Proposed Use:

Permit Number: B088808

Status: COMPLETED

Valuation: \$0.00

Contractor Company:

Contractor Name: BEMUS ELEC'L CONTRS.

Date: **8/29/1991**

Permit Type:

Description:

Permit Description: **Electrical**

Work Class:

Proposed Use:

Permit Number: B088809

Status: COMPLETED

Valuation: \$0.00

Contractor Company:

Contractor Name: BEMUS ELEC'L CONTRS.

Date: **8/29/1991**

Permit Type:

Description:

Permit Description: **Electrical**

Work Class:

Proposed Use:

Permit Number: B088810

Status: COMPLETED

Valuation: \$0.00

Contractor Company:

Contractor Name: BEMUS ELEC'L CONTRS.

ADJOINING PROPERTY FINDINGS

Date: **8/29/1991**

Permit Type:

Description:

Permit Description: **Electrical**

Work Class:

Proposed Use:

Permit Number: B088811

Status: COMPLETED

Valuation: \$0.00

Contractor Company:

Contractor Name: BEMUS ELEC'L CONTRS.

Date: **7/31/1991**

Permit Type:

Description:

Permit Description: **Electrical**

Work Class:

Proposed Use:

Permit Number: B088059

Status: COMPLETED

Valuation: \$0.00

Contractor Company:

Contractor Name: CUNARDI CONTRACTING INC.

Date: **7/31/1991**

Permit Type:

Description:

Permit Description: **Electrical**

Work Class:

Proposed Use:

Permit Number: B088058

Status: COMPLETED

Valuation: \$0.00

Contractor Company:

Contractor Name: CUNARDI CONTRACTING INC.

ADJOINING PROPERTY FINDINGS

Date: **1/15/1986**

Permit Type:

Description:

Permit Description: **Electrical**

Work Class:

Proposed Use:

Permit Number: K29041

Status: COMPLETED

Valuation: \$0.00

Contractor Company:

Contractor Name: BERNARD PASQUALE INC.

Date: **12/9/1985**

Permit Type:

Description:

Permit Description: **Electrical**

Work Class:

Proposed Use:

Permit Number: K27882

Status: COMPLETED

Valuation: \$0.00

Contractor Company:

Contractor Name: BERNARD PASQUALE INC.

Date: **5/14/1984**

Permit Type:

Description:

Permit Description: **Electrical**

Work Class:

Proposed Use:

Permit Number: K04866

Status: COMPLETED

Valuation: \$0.00

Contractor Company:

Contractor Name: ARTWILL ELECTRICAL CORP.

ADJOINING PROPERTY FINDINGS

2880 FLATBUSH AVE

Date: **6/14/2022**
Permit Type: **EW**
Description: **FILE APPLICATION FOR TEMPOARY PUBLIC PLACE OF ASSEMBLY UNDER A A TENT STRUCTURE. TENT= (106'X59')+(33'X33') FRAME: REINFORCED ALUMN.ALLOY 6061/T6 EXTRUDED PROFILE. COVER DOUBLE PVC CAOTED POLYESTER 850G/SQM, WATERPROOF, FIRE RETARDANT. SIDEWALLS: DOUBLE PVC CAED POLYESTER, 650G/SQM, RANSLUCENT, WAER PROOF, FRIRETARDANT. FLOORING: CONC. PAVERS**

Permit Description: **EQUIPMENT WORK**
Work Class: **A2 - ALTERATION TYPE 2**
Proposed Use: **OTHER CONSTRUCTION EQUIPMENT**
Permit Number: **321201141-01-EW-OT**
Status: **ISSUED**
Valuation: **\$0.00**
Contractor Company:
Contractor Name: **RD HOME CONSTRUCTION INC**

Date: **1/22/2018**
Permit Type: **EW**
Description: **PROPOSED INSTALLATION OF NEW DRY CHEMICAL FIRE SUPPRESSION SYSTEM OVER EXISTING FUEL DISPENSING ISLAND. NO CHANGE TO USE, EGRESS OR OCCUPANCY.**

Permit Description: **EQUIPMENT WORK**
Work Class: **A2 - ALTERATION TYPE 2**
Proposed Use: **FIRE SUPPRESSION**
Permit Number: **321369728-01-EW-FP**
Status: **ISSUED**
Valuation: **\$0.00**
Contractor Company:
Contractor Name: **ACTION FIRE SVC COMP INC**

ADJOINING PROPERTY FINDINGS

Date: **9/2/2016**

Permit Type:

Description:

Permit Description: **Electrical Permit**

Work Class:

Proposed Use:

Permit Number: B416647

Status: AWAITING INSPECTION REQUEST

Valuation: \$0.00

Contractor Company:

Contractor Name: LCJ ELEC'L CONTR'S INC

Date: **10/24/2013**

Permit Type: **EW**

Description: **FILING FOR KITCHEN FIRE SUPPRESSION SYSTEM IN CONJUNCTION WITH JOB#320365500, AS SHOWN ON PLAN. COOKING EQUIPMENT, COOKING EXHAUST SYSTEM AND FIRE SUPP SHUTOFF VALVE FILED UNDER JOB#320365500. NO CHANGE IN USE, OCCUPANCY, OR EGRESS.**

Permit Description: **EQUIPMENT WORK**

Work Class: A2 - ALTERATION TYPE 2

Proposed Use: FIRE SUPPRESSION

Permit Number: 320782248-01-EW-FP

Status: ISSUED

Valuation: \$0.00

Contractor Company:

Contractor Name: ACTION FIRE SVC COMP INC

ADJOINING PROPERTY FINDINGS

Date: **4/29/2013**
Permit Type: **PL**
Description: **PROPOSED RENOVATION TO AN EXISTING EATING AND DRINKING ESTABLISHMENT, MINOR PARTITION WORK. NO CHANGE IN USE, EGRESS OR OCCUPANCY WITH THIS APPLICATION.**

Permit Description: **PLUMBING**
Work Class: **A2 - ALTERATION TYPE 2**
Proposed Use:
Permit Number: **320365500-01-PL**
Status: **ISSUED**
Valuation: **\$0.00**
Contractor Company:
Contractor Name: **GRAFES ENDE INC**

Date: **9/25/2012**
Permit Type: **EW**
Description: **PROPOSED RENOVATION TO AN EXISTING EATING AND DRINKING ESTABLISHMENT, MINOR PARTITION WORK. NO CHANGE IN USE, EGRESS OR OCCUPANCY WITH THIS APPLICATION.**

Permit Description: **EQUIPMENT WORK**
Work Class: **A2 - ALTERATION TYPE 2**
Proposed Use: **MECHANICAL/HVAC**
Permit Number: **320365500-01-EW-MH**
Status: **ISSUED**
Valuation: **\$0.00**
Contractor Company:
Contractor Name: **D'ARANCIO & SANZONE CONTR**

ADJOINING PROPERTY FINDINGS

Date: **9/25/2012**
Permit Type: **EW**
Description: **PROPOSED RENOVATION TO AN EXISTING EATING AND DRINKING ESTABLISHMENT, MINOR PARTITION WORK. NO CHANGE IN USE, EGRESS OR OCCUPANCY WITH THIS APPLICATION.**

Permit Description: **EQUIPMENT WORK**
Work Class: **A2 - ALTERATION TYPE 2**
Proposed Use: **OTHER CONSTRUCTION EQUIPMENT**
Permit Number: **320365500-01-EW-OT**
Status: **ISSUED**
Valuation: **\$0.00**
Contractor Company:
Contractor Name: **D'ARANCIO & SANZONE CONTR**

Date: **6/16/2012**
Permit Type:
Description:

Permit Description: **ELECTRICAL**
Work Class:
Proposed Use:
Permit Number: **B351163**
Status: **OBJECTION PENDING AT OWNER**
Valuation: **\$0.00**
Contractor Company:
Contractor Name:

Date: **4/30/2012**
Permit Type:
Description:

Permit Description: **ELECTRICAL**
Work Class: **REHABILITATION**
Proposed Use:
Permit Number: **B349406**
Status: **COMPLETED**
Valuation: **\$0.00**
Contractor Company:
Contractor Name: **INTELOGIC ELECTRIC INC.**

ADJOINING PROPERTY FINDINGS

Date: **3/7/2006**
Permit Type: **PL**
Description: **Application filed to renovate an existing commercial building , to add interior partitions, relocate bathroom fixtures and to install a new HVAC system, No change in use, occupancy or egress.**

Permit Description: **PLUMBING**
Work Class: **A2 - ALTERATION TYPE 2**
Proposed Use:
Permit Number: **302083643-01-PL**
Status: **ISSUED**
Valuation: **\$0.00**
Contractor Company:
Contractor Name: **ATTACK PLUMBING INC.**

Date: **3/3/2006**
Permit Type: **EW**
Description: **Application filed to renovate an existing commercial building , to add interior partitions, relocate bathroom fixtures and to install a new HVAC system, No change in use, occupancy or egress.**

Permit Description: **EQUIPMENT WORK**
Work Class: **A2 - ALTERATION TYPE 2**
Proposed Use: **MECHANICAL/HVAC**
Permit Number: **302083643-01-EW-MH**
Status: **ISSUED**
Valuation: **\$0.00**
Contractor Company:
Contractor Name: **LOGOZZO BROS**

ADJOINING PROPERTY FINDINGS

Date: **3/3/2006**
Permit Type: **EW**
Description: **Application filed to renovate an existing commercial building , to add interior partitions, relocate bathroom fixtures and to install a new HVAC system, No change in use, occupancy or egress.**

Permit Description: **EQUIPMENT WORK**
Work Class: **A2 - ALTERATION TYPE 2**
Proposed Use: **OTHER CONSTRUCTION EQUIPMENT**
Permit Number: **302083643-01-EW-OT**
Status: **ISSUED**
Valuation: **\$0.00**
Contractor Company:
Contractor Name: **LOGOZZO BROS**

Date: **3/1/2006**
Permit Type:
Description:

Permit Description: **Electrical**
Work Class:
Proposed Use:
Permit Number: **B276387**
Status: **COMPLETED**
Valuation: **\$0.00**
Contractor Company:
Contractor Name: **GENERGY ELEC. SERV.CO.LLC**

Date: **10/1/2003**
Permit Type:
Description:

Permit Description: **Electrical**
Work Class:
Proposed Use:
Permit Number: **B245424**
Status: **COMPLETED**
Valuation: **\$0.00**
Contractor Company:
Contractor Name: **ARCADIA ELECT'L CO. INC.**

ADJOINING PROPERTY FINDINGS

Date: **11/1/2001**

Permit Type:

Description:

Permit Description: **Electrical**

Work Class:

Proposed Use:

Permit Number: B224837

Status: COMPLETED

Valuation: \$0.00

Contractor Company:

Contractor Name: SCHLESINGER ELECT'L CONTR

Date: **2/21/1995**

Permit Type:

Description:

Permit Description: **Electrical**

Work Class:

Proposed Use:

Permit Number: B137531

Status: COMPLETED

Valuation: \$0.00

Contractor Company:

Contractor Name: NEW WAVE ELECT. CO. INC.

Date: **9/30/1993**

Permit Type: **EW**

Description:

Permit Description: **EQUIPMENT WORK**

Work Class: A2 - ALTERATION TYPE 2

Proposed Use: MECHANICAL/HVAC

Permit Number: 300259235-01-EW-MH

Status: ISSUED

Valuation: \$0.00

Contractor Company:

Contractor Name: SCARAN PLUMBING INC.

ADJOINING PROPERTY FINDINGS

Date: **9/11/1990**

Permit Type:

Description:

Permit Description: **Electrical**

Work Class:

Proposed Use:

Permit Number: B073981

Status: CLOSED/CANCELLED

Valuation: \$0.00

Contractor Company:

Contractor Name: STAT ELECTRIC INC.

Date: **3/8/1989**

Permit Type:

Description:

Permit Description: **Electrical**

Work Class:

Proposed Use:

Permit Number: B049634

Status: COMPLETED

Valuation: \$0.00

Contractor Company:

Contractor Name: JUBILEE ELEC. CORP.

Date: **11/22/1988**

Permit Type:

Description:

Permit Description: **Electrical**

Work Class:

Proposed Use:

Permit Number: B046241

Status: COMPLETED

Valuation: \$0.00

Contractor Company:

Contractor Name: JUBILEE ELEC. CORP.

ADJOINING PROPERTY FINDINGS

Date: **5/5/1986**

Permit Type:

Description:

Permit Description: **Electrical**

Work Class:

Proposed Use:

Permit Number: B002643

Status: COMPLETED

Valuation: \$0.00

Contractor Company:

Contractor Name: MODICA & REILLY ELEC'L CR

Date: **5/5/1986**

Permit Type:

Description:

Permit Description: **Electrical**

Work Class:

Proposed Use:

Permit Number: B002716

Status: CLOSED/CANCELLED

Valuation: \$0.00

Contractor Company:

Contractor Name: REILLY ELECTRICAL INC.

Date: **11/25/1985**

Permit Type:

Description:

Permit Description: **Electrical**

Work Class:

Proposed Use:

Permit Number: K26797

Status: CLOSED/CANCELLED

Valuation: \$0.00

Contractor Company:

Contractor Name: LAMP ELEC'L CONTR'G. CORP

ADJOINING PROPERTY FINDINGS

FLATBUSH AVENUE

2890 FLATBUSH AVENUE

Date: **3/22/1984**

Permit Type:

Description:

Permit Description: **Electrical**

Work Class:

Proposed Use:

Permit Number: 005330

Status: COMPLETED

Valuation: \$0.00

Contractor Company:

Contractor Name:

GLOSSARY

General Building Department concepts

- **ICC:** The International Code Council. The governing body for the building/development codes used by all jurisdictions who've adopted the ICC guidelines. MOST of the US has done this. Canada, Mexico, and other countries use ICC codes books and guides as well. There are a few states who have added guidelines to the ICC codes to better fit their needs. For example, California has added seismic retrofit requirements for most commercial structures.
- **Building Department (Permitting Authority, Building Codes, Inspections Department, Building and Inspections):** This is the department in a jurisdiction where an owner or contractor goes to obtain permits and inspections for building, tearing down, remodeling, adding to, re-roofing, moving or otherwise making changes to any structure, Residential or Commercial.
- **Jurisdiction:** This is the geographic area representing the properties over which a Permitting Authority has responsibility.
- **GC:** General Contractor. Usually the primary contractor hired for any Residential or Commercial construction work.
- **Sub:** Subordinate contracting companies or subcontractors. Usually a "trades" contractor working for the GC. These contractors generally have an area of expertise in which they are licensed like Plumbing, Electrical, Heating and Air systems, Gas Systems, Pools etc. (called "trades").
- **Journeyman:** Sub contractors who have their own personal licenses in one or more trades and work for different contracting companies, wherever they are needed or there is work.
- **HVAC (Mechanical, Heating & Air companies):** HVAC = Heating, Ventilation, and Air Conditioning.
- **ELEC (Electrical, TempPole, TPole, TPower, Temporary Power, Panel, AMP Change, Power Release):** Electrical permits can be pulled for many reasons. The most common reason is to increase the AMPs of power in an electrical power panel. This requires a permit in almost every jurisdiction. Other common reasons for Electrical permits is to insert a temporary power pole at a new construction site. Construction requires electricity, and in a new development, power has yet to be run to the lot. The temporary power pole is usually the very first permit pulled for new development. The power is released to the home owner when construction is complete and this sometimes takes the form of a Power Release permit or inspection.
- **"Pull" a permit:** To obtain and pay for a building permit.
- **CBO:** Chief Building Official
- **Planning Department:** The department in the development process where the building /structural plans are reviewed for their completeness and compliance with building codes
- **Zoning Department:** The department in the development process where the site plans are reviewed for their compliance with the regulations associated with the zoning district in which they are situated.
- **Zoning District:** A pre-determined geographic boundary within a jurisdiction where certain types of structures are permitted / prohibited. Examples are Residential structure, Commercial/Retail structures, Industrial/Manufacturing structures etc. Each zoning district has regulations associated with it like the sizes of the lots, the density of the structures on the lots, the number of parking spaces required for certain types of structures on the lots etc.
- **PIN (TMS, GIS ID, Parcel#):** Property Identification Number and Tax Map System number.
- **State Card (Business license):** A license card issued to a contractor to conduct business.
- **Building Inspector (Inspector):** The inspector is a building department employee that inspects building construction for compliance to codes.
- **C.O.:** Certificate of Occupancy. This is the end of the construction process and designates that the owners now have permission to occupy a structure after its building is complete. Sometimes also referred to as a Certificate of Compliance.

GLOSSARY

Permit Content Definitions

- Permit Number: The alphanumeric designation assigned to a permit for tracking within the building department system. Sometimes the permit number gives clues to its role, e.g. a "PL" prefix may designate a plumbing permit.
- Description: A field on the permit form that allows the building department to give a brief description of the work being done. More often than not, this is the most important field for EP's to find clues to the prior use (s) of the property.
- Permit Type: Generally a brief designation of the type of job being done. For example BLDG-RES, BLDG-COM, ELEC, MECH etc.

Sample Building Permit Data

Date: Nov 09, 2000

Permit Type: Bldg -

New Permit Number: 101000000405

Status: Valuation: \$1,000,000.00

Contractor Company: OWNER-BUILDER

Contractor Name:

Description: New one store retail (SAV-ON) with drive-thru pharmacy. Certificate of Occupancy.

APPENDIX M
PROPERTY TAX MAP REPORT

WTM4SPRW Ph I CAR

2879 Flatbush Ave
Brooklyn, NY 11234

Inquiry Number: 7220379.6
January 09, 2023

The EDR Property Tax Map Report

EDR Property Tax Map Report

Environmental Data Resources, Inc.'s EDR Property Tax Map Report is designed to assist environmental professionals in evaluating potential environmental conditions on a target property by understanding property boundaries and other characteristics. The report includes a search of available property tax maps, which include information on boundaries for the target property and neighboring properties, addresses, parcel identification numbers, as well as other data typically used in property location and identification.

Thank you for your business.

Please contact EDR at 1-800-352-0050
with any questions or comments.

Disclaimer - Copyright and Trademark Notice

This Report contains certain information obtained from a variety of public and other sources reasonably available to Environmental Data Resources, Inc. It cannot be concluded from this Report that coverage information for the target and surrounding properties does not exist from other sources. **NO WARRANTY EXPRESSED OR IMPLIED, IS MADE WHATSOEVER IN CONNECTION WITH THIS REPORT. ENVIRONMENTAL DATA RESOURCES, INC. SPECIFICALLY DISCLAIMS THE MAKING OF ANY SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ALL RISK IS ASSUMED BY THE USER. IN NO EVENT SHALL ENVIRONMENTAL DATA RESOURCES, INC. BE LIABLE TO ANYONE, WHETHER ARISING OUT OF ERRORS OR OMISSIONS, NEGLIGENCE, ACCIDENT OR ANY OTHER CAUSE, FOR ANY LOSS OR DAMAGE, INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. ANY LIABILITY ON THE PART OF ENVIRONMENTAL DATA RESOURCES, INC. IS STRICTLY LIMITED TO A REFUND OF THE AMOUNT PAID FOR THIS REPORT.** Purchaser accepts this Report "AS IS". Any analyses, estimates, ratings, environmental risk levels or risk codes provided in this Report are provided for illustrative purposes only, and are not intended to provide, nor should they be interpreted as providing any facts regarding, or prediction or forecast of, any environmental risk for any property. Only a Phase I Environmental Site Assessment performed by an environmental professional can provide information regarding the environmental risk for any property. Additionally, the information provided in this Report is not to be construed as legal advice.

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Finance
NYC Digital Tax Map
 Effective Date : 10-28-2020 11:59:14
 End Date : Current
 Brooklyn Block: 8591



- Legend**
- Stroke
 - Miscellaneous Text
 - Possession Hooks
 - Boundary Lines
 - Lot Face Possession Hooks
 - Regular
 - Underwater
 - Tax Lot Polygon
 - Corda Number
 - Tax Block Polygon



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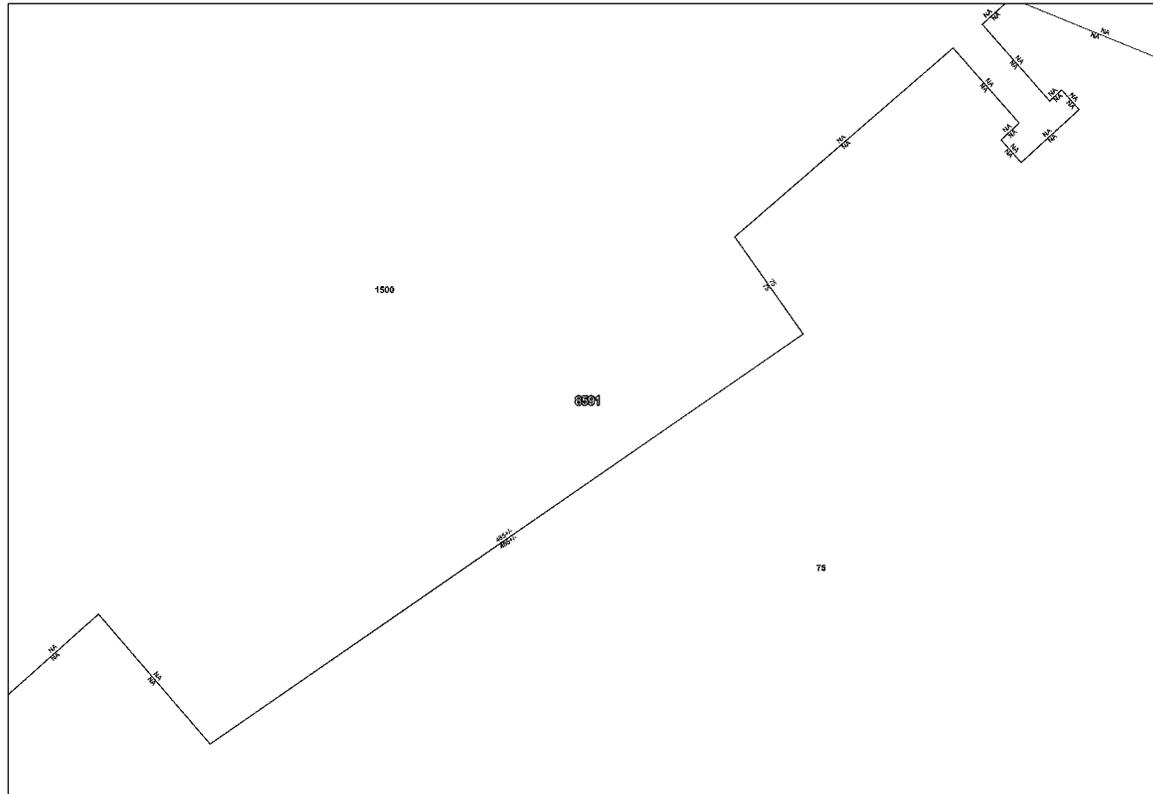
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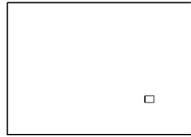


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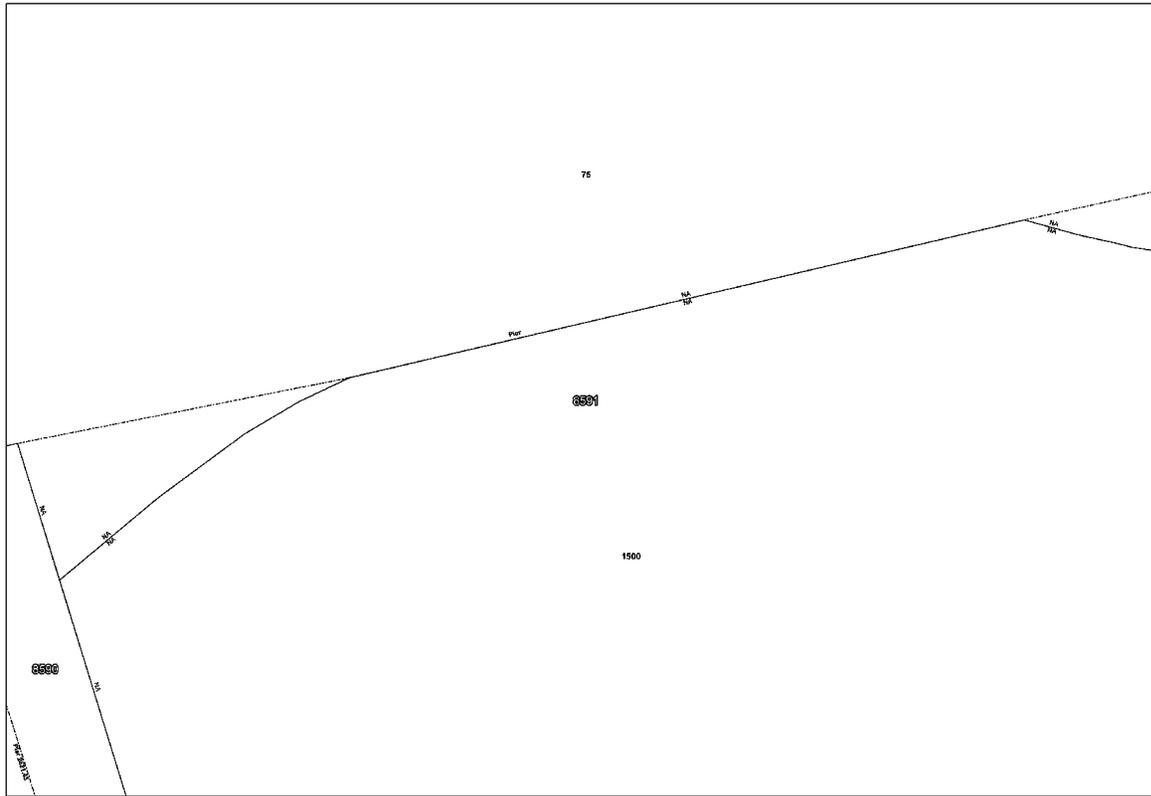
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- Tax Lot Polygon
- Condo Number
- Tax Block Polygon



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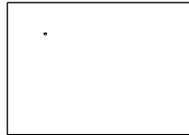


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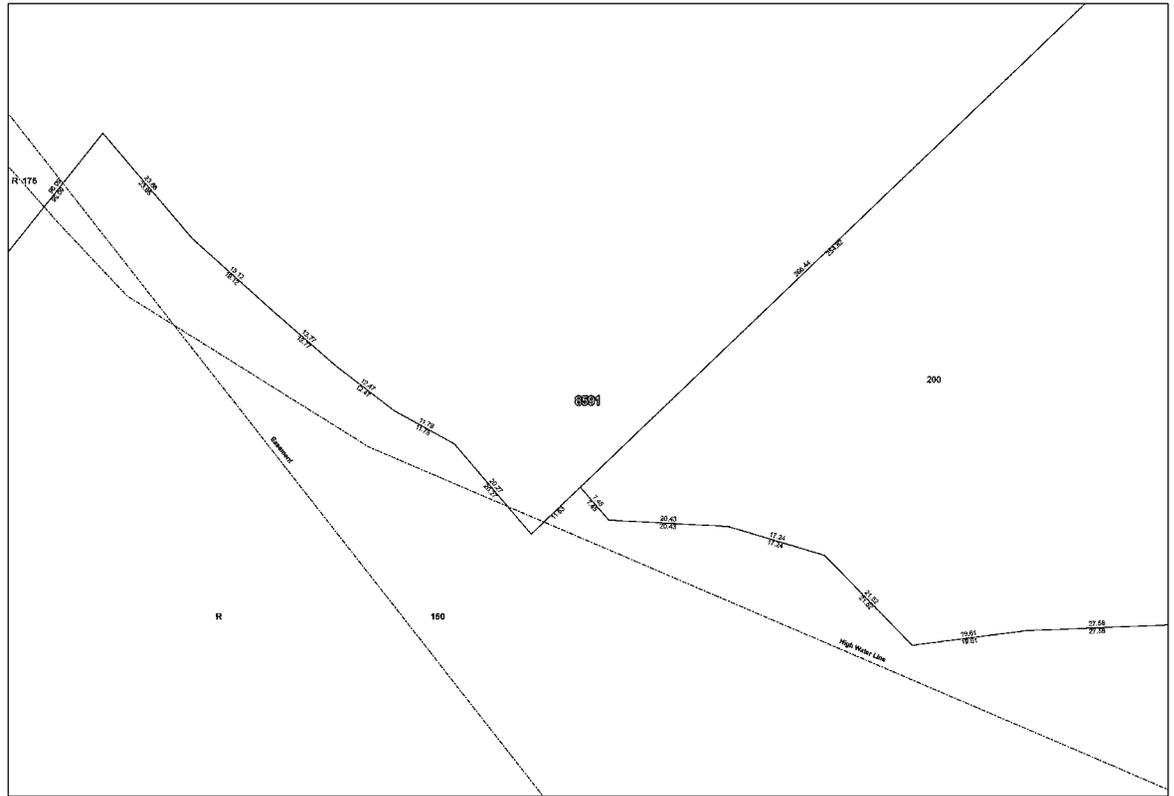


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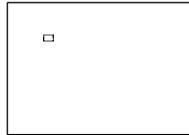
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 - Corda Number
 - Tax Block Polygon

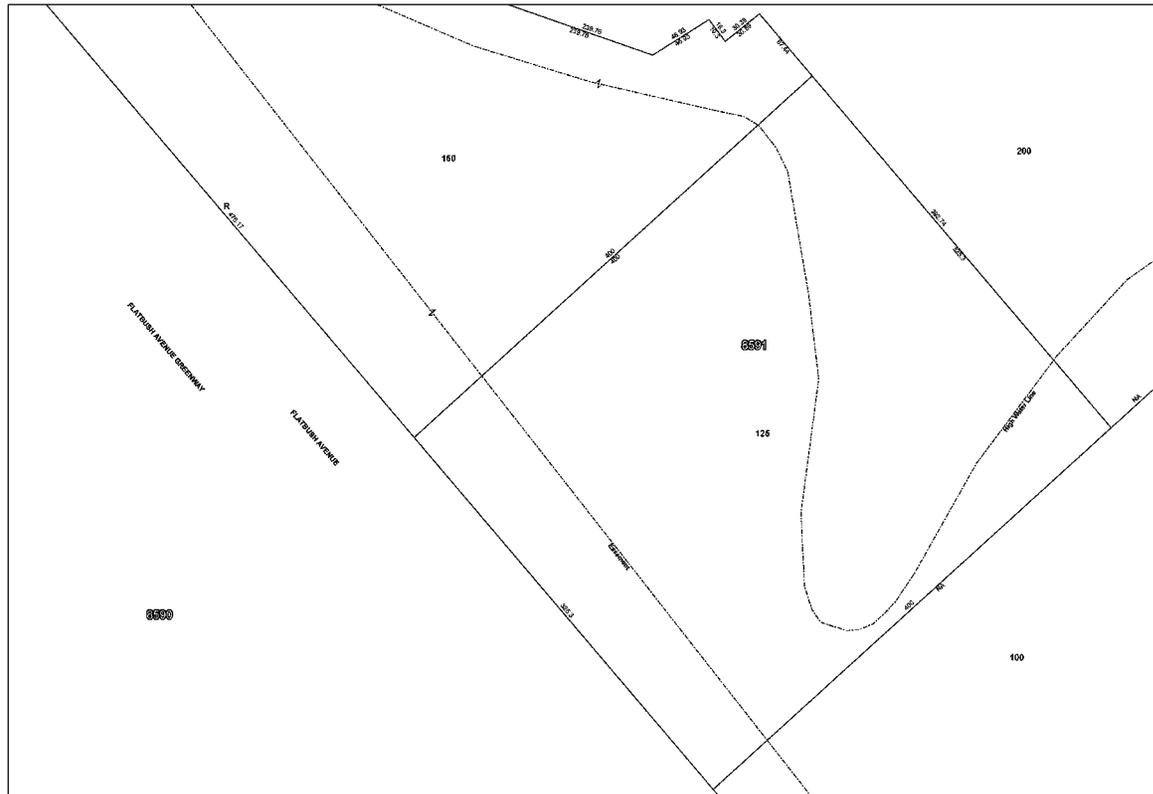


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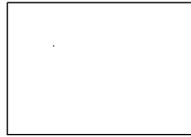
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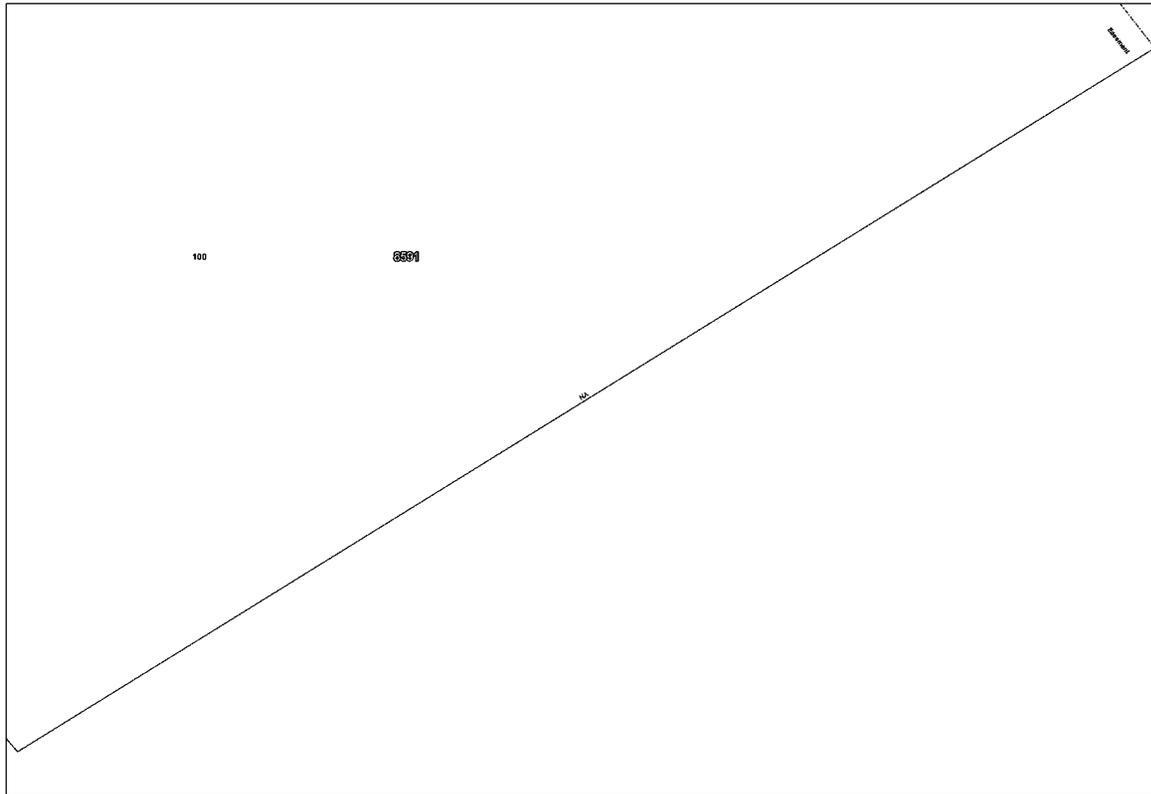


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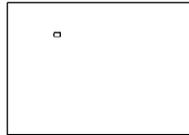
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 - Tax Block Polygon



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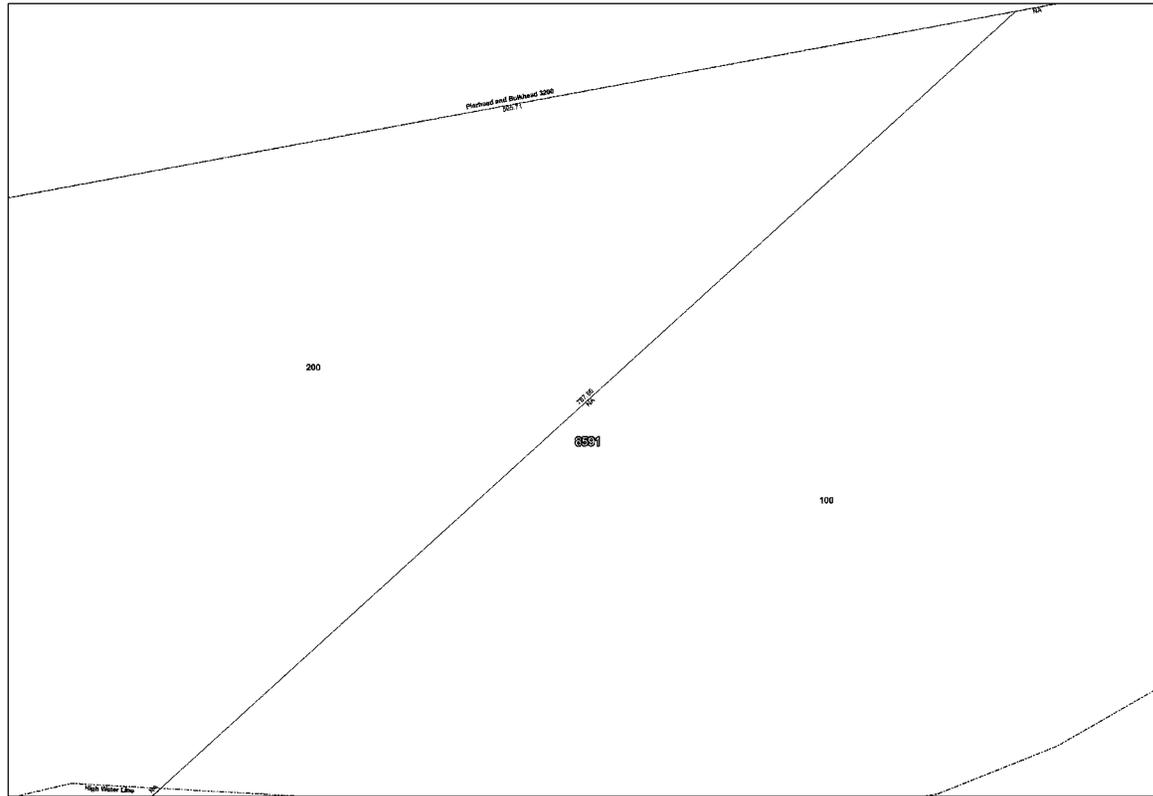
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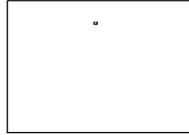
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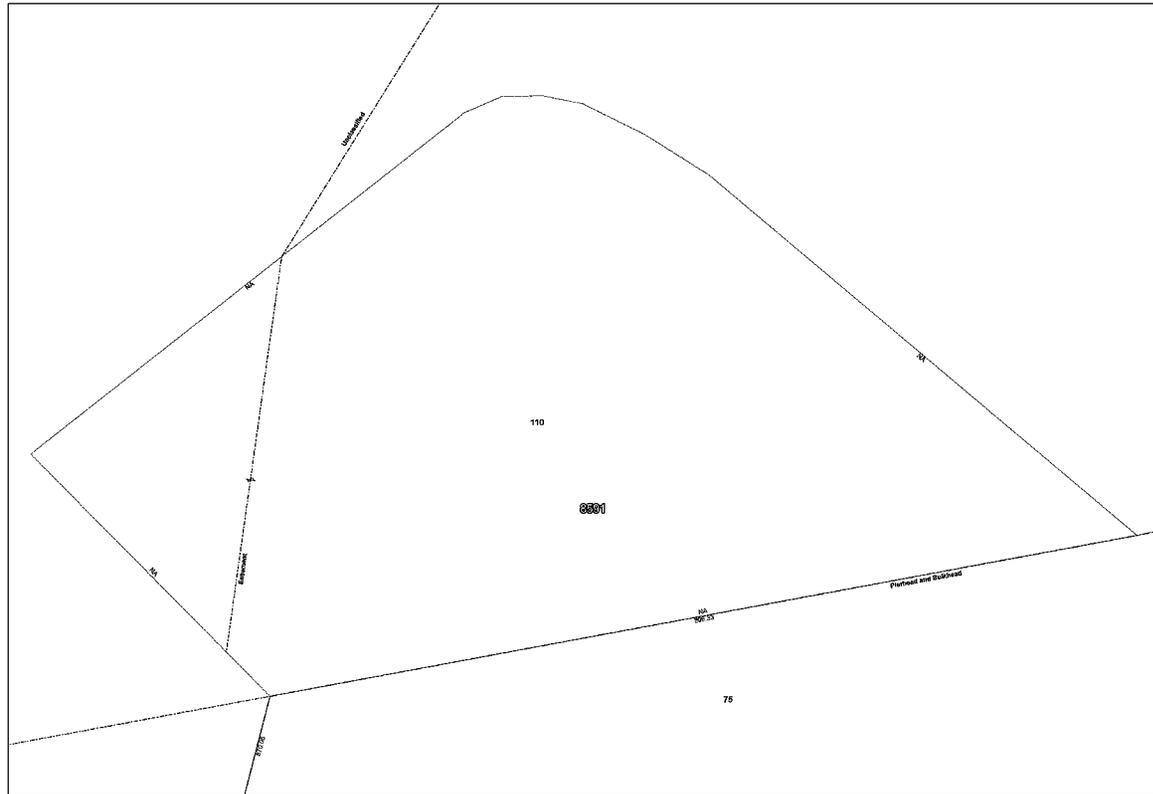
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Legend

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- Boundary Lines
- Lot Line Possession Hooks
- Regular
- Underwater
- Tax Lot Polygon
- Condo Number
- Tax Block Polygon



0 2.4 4.8 9.6 19.2 Feet

APPENDIX N
QUALIFICATIONS OF ENVIRONMENTAL PROFESSIONALS

Michelle Locke B.A.Sc., P.Eng

ENVIRONMENTAL ENGINEER

Firm

Louis Berger US, Inc., a WSP Company

Education

Queens University, Ontario, Canada
B.A.Sc, Chemical Engineering, 2011

Registrations/Certifications

Asbestos Inspector Certification, Environmental Education Associates
40 Hour HAZWOPER Training
OSHA 30 Hour Construction Training
ASTM Training of Phase I and II ESAs

Professional Designations

Licensed Engineer with Professional Engineers of Ontario

Years of Experience 11

Years with Firm 11

Professional Summary

Michelle Locke, P.Eng., is an Environmental Engineer with WSP. She obtained a Bachelor of Applied Science Degree from Queen's University and has worked on many contaminated sites providing Phase I and Phase II Environmental Site Assessments (ESAs), remediation and risk assessments. Michelle has continuously managed and monitored multiple sites with known soil and groundwater contamination. Michelle has also been involved in various Designated Substances & Hazardous Materials surveys. Technical duties include project management, supervision and training of junior staff, and report preparation and review associated with environmental assessments and investigations

Selected WSP/Louis Berger Experience

New York City Department of Design and Construction (NYCDDC) – Multiple Locations, New York City (2021-Present). Responsibilities included completion and oversight of Phase I and Phase II investigations related to various City infrastructure, public buildings, and site safety support projects for the Office of Environmental and Hazmat Services at NYCDDC. Phase I/II consisted of the investigation of contaminated media, including soil, groundwater, and soil gas. Types of contaminations investigated include volatile and semi-volatile organic compounds, metals, PCBs, pesticides, herbicides, and waste characterization parameters.

New York City Department of Design and Construction (NYCDDC) – Multiple Locations, New York City (2022-Present). Responsibilities included managing and completion of environmental audits for active NYCDDC City infrastructure, public buildings, and site safety support projects for the Office of Environmental and Hazmat Services at NYCDDC. Responsibilities included review of relevant construction documents including but not limited to Materials Handling Plans and Storm Water Pollution Prevent Plans, coordination with contractors and construction managers, on-site inspections and reporting of any deviations from the approved construction documents. Coordinated all audits for LB/WSP staff and reviewed all audits prior to submission and review by NYCDDC.

Private Clients - Phase I Environmental Site Assessment and Preliminary Assessments, NJ (2021-Present). Environmental Engineer responsible for performing Phase I ESAs in accordance with ASTM standards and client



guidelines, as well as Preliminary Assessments. Conducted site inspections, historical research, and report preparation for multiple private clients.

New York City Economic Development Corporation (NYCEDC), Brooklyn, New York, NY (2022). Environmental Engineer responsible for performing Phase I ESAs in accordance with ASTM standards and client guidelines for the MARSHEs initiative. Responsibilities included site inspections, historical research, and report preparation.

Metrolinx - Ontario Line and Scarborough Subway Expansion, Toronto, ON (2019-2020). Environmental coordinator responsible for carrying out the environmental component of the preliminary design of the field investigation for the Ontario Line and Scarborough Subway Expansion projects. Duties included preparation of environmental soil and groundwater sampling plans, coordination with environmental field staff and multiple disciplines, review and reporting of laboratory analysis and soil management.

Toronto Transit Commission - Various TTC Facilities, Toronto, ON (2017-2020). Conducted and supervised Environmental Site Assessments of various operational TTC facilities for purposes of completing a Human Health Risk Assessments (HHRA). Responsibilities included coordination with sub-contractors and TTC staff, conducting Phase II ESAs on multiple sites including the supervision during intrusive drilling investigations, collection of soil and groundwater samples and report preparation.

Toronto Transit Commission – Various TTC Facilities, Toronto, ON (2011-2016). Conducted Designated Substances & Hazardous Materials Surveys on a number of properties including garages and subway stations for the TTC for due diligence purposes. Responsible for field work and report writing. The project mandate was to conduct Designated Substances and Hazardous Materials Survey (DSS) for various TTC buildings and subway stations throughout the Greater Toronto Area, which involved inspecting areas proposed for renovations / demolition for asbestos, lead, mould and other designated substances.

Private Client - High-Rise Residential Development, Toronto, ON (2017-2019). Responsibilities included supervision and management of a Phase I and Phase II ESA for an historical industrial property proposed for residential redevelopment. Duties included the development of a remediation plan for soil impacts identified in the Phase II ESA to support the submission and successful filing of a Record of Site Condition with the Ontario Ministry of Environment, Conservation and Parks.

Region of Peel - Environmental Site Assessments and Site Investigations, Various Sites, Peel Region, ON (2011-2020). Responsibilities included completion and oversight of Phase I and Phase II ESAs, environmental soil and groundwater investigations, soil characterization projects and soil remediation for various projects for the Region of Peel. Responsibilities included conducting site visits, supervision during intrusive drilling investigations, collection of soil and groundwater samples as part of the Phase II ESAs, as well as report preparation, coordination with field staff, and consultation with the client.

Private Client – Multi-Use Residential and Commercial Development, Toronto, ON (2012-2015). Conducted a Phase I ESA, Phase II ESA, and remediation on a property proposed for redevelopment and Record of Site Condition (RSC) filing. Duties included advancing multiple boreholes and monitoring wells throughout the property as well as soil and groundwater sampling to delineate soil and groundwater impacts identified on-site. Aided in the development and implementation of the soil management plan including the excavation of impacted soils, and the importation of clean fill material and collection of confirmatory samples.

Private Client - Residential Subdivision, Pickering, ON (2014-2015). Conducted a Phase I ESA, Phase II ESA and soil remediation for the purposes of filing a Record of Site Condition. Duties included soil and groundwater sampling, overseeing the decommissioning of underground storage tanks, overseeing the excavation of impacted soils and importation of clean fill material and the collection of confirmatory sampling.

Ryerson University - Ryerson University Church Street Development, Toronto, ON (2013-2019). Conducted a Phase I ESA, Phase II ESA and Risk Assessment for the purpose of filing a Record of Site Condition for Ryerson University for a site with known soil and groundwater contamination. Duties included soil sampling, confirmatory sampling for soil remediation purposes and multiple stages of groundwater monitoring and sampling and producing a Risk Management Plan and Soil Management Plan for the associated contaminants. Additional duties included semi-annual inspections of engineering controls to report on Risk Management Measures.

Ryerson University – Asbestos Reassessment Surveys & Asbestos Management Plan Update, Toronto, ON (2011-2018). Field Technician responsible for conducting an annual reassessment and asbestos management plan update. Project Mandate: Conducted annual review and survey of approximately 35 buildings on campus, updating of all reports and the AMP document. Monitoring of asbestos abatement projects, implementation of air sampling program and required reporting.

Rockport Group - John Street Development, Toronto, ON (2013-2020). Conducted a Phase I ESA, Phase II ESA and Risk Assessment for the purpose of filing a Record of Site Condition for a site with known soil and groundwater contamination. The Redevelopment also included coordination with the City of Toronto and Artscape for lands to be developed as part of the revitalization of the “Weston Commons”. Duties included soil sampling and multiple stages of groundwater monitoring and sampling and producing an Risk Management Plan and Soil Management Plan for the associated contaminants, as well as monitoring soil movement and soil importation to comply with the Ontario Regulations. Additional duties included semi-annual inspections to ensure Risk Management Measures were in compliance with the Certificate of Property Use issued for the Site.

Fameeda Ali CHMM, ENV SP

SENIOR LEAD CONSULTANT, ENVIRONMENTAL ENGINEER

Firm

WSP USA Solutions, Inc.

Education

B.A., Physics, Rutgers University, 1993

M.S., Environmental Engineering, New Jersey Institute of Technology, 1996

Registrations/Certifications

Certified Hazardous Materials Manager

Envision™ Sustainability Professional

40-Hour HAZWOPER (Current)

10-hour and 30-hour OSHA Construction Safety

Years of Experience 23

Years with Firm 22

Professional Summary

Ms. Ali has 23 years of experience in environmental site assessment, investigation and remediation, including water, soil and air sampling; development of bid documents, proposals and project schedules; preparation of project workplans and reports; technical review; permitting; and litigation support. This experience also includes direct project interface with clients, subcontractors, internal personnel and regulatory agency representatives.

Selected WSP Experience

New Jersey Department of Treasury, Division of Property Management and Construction, Former Health & Agriculture Laboratory, Trenton, New Jersey. Project Manager responsible for multi-phased assessment efforts, followed by abatement/decontamination and sampling activities in support of decommissioning of the former laboratory and to assist in determining the future best use of the property.

New Jersey Department of Treasury, Division of Property Management and Construction, Parsippany, NJ. Project Manager responsible for PA and Site Investigation (SI) of 150-acre portion of the Greystone Park Psychiatric Hospital. Led project team for site inspection, historical site research, interviews and report preparation associated with PA. Managed field activities and report preparation for subsequent site investigation (SI).

New Jersey Department of Environmental Protection, RI/RASE Publicly Funded Term Contract, Trenton, NJ. Project Manager responsible for investigative activities, including Preliminary Assessments, Site Investigations and Remedial Investigations to address contamination and owner non-compliance issues at multiple industrial sites throughout New Jersey. Concerns included USTs/ASTs, and solvent and fuel-contaminated soil and groundwater.

New Jersey Department of Treasury, Division of Property Management and Construction, On-call Contract, Trenton, NJ. Project Manager responsible for investigative and assessment activities at multiple sites. Projects included UST closure at State Taxation Building in Trenton; ventilation system assessment at the film processing laboratory in the Record Storage Center, Trenton; review and assessment of deionized water treatment system at the New Jersey Public Health Environmental & Agricultural Laboratory, Trenton; an assessment of water and wastewater systems decommissioning and replacement at the Former Marlboro State Psychiatric Hospital,

Marlboro; and preparation of Remedial Action Workplan, Remedial Action Report, Remedial Action Soil Permit, Deed Notice and Receptor Evaluation Form for the Former Marlboro State Psychiatric Hospital.

New Jersey Turnpike Authority, Interchange 6 to 9 Widening Project, Multiple Site Locations. Principal Engineer responsible for conducting Phase I ESAs and Preliminary Assessments at over 20 properties in conjunction with the Widening Project. Responsibilities included site inspection, historical land usage research and report preparation, as well as technical review of approximately 15 reports prepared by a subcontractor.

New Jersey Turnpike Authority, Garden State Parkway Interchanges 9, 10 and 11, Cape May County, NJ. Senior Engineer involved in hazardous waste screening study of properties located proximal to the proposed improvements at Interchanges 9, 10 and 11. Principal Engineer responsible for Preliminary Assessments at two proposed wetland mitigation sites in conjunction with the proposed improvements project.

New Jersey Turnpike Authority, Multiple Site Locations. As *Environmental Engineer*, participated in three (3) Environmental Constraints analyses along sections of the New Jersey Turnpike. Responsibilities included investigation of existing data sources and databases to identify any known or suspected environmental constraints, as well as report preparation.

New Jersey Turnpike Authority, East Brunswick, New Jersey. *Senior Engineer* involved in preparation of a new specification standard for the proper evaluation, permitting and management of contaminated and other toxic and/or hazardous materials encountered during highway projects.

South Jersey Transportation Authority, Atlantic City Expressway, NJ. As *Senior Engineer*, assisted in Phase I ESA of 3-mile long section of roadway in Atlantic City prior to proposed improvements. Responsibilities included historical site research and report preparation.

New Jersey Department of Transportation, Multiple Locations, NJ. *Senior Engineer* responsible for technical report review, including Material Handling Plans, Pollution Prevention and Control Plans, Health and Safety Plans, Remedial Action Workplans, Remedial Action Reports and Deed Notices, at various locations.

New Jersey School Development Authority (former School Construction Corporation), Multiple Site Locations. Project Manager responsible for various activities, including remedial investigations, preparation of remedial investigation/action workplans and reports; preparation of schedules and budgets; coordination of construction oversight. Senior Engineer involved in Preliminary Assessment (PA) at multiple locations. Responsibilities included historical site research, interviews and report preparation. Responsible for utility analysis and report preparation at one location.

New Jersey Transit, Princeton, NJ. Project Manager responsible for hazardous waste screening study of the NJ Transit Dinky Right-of-Way within Princeton Township in association with the proposed Dinky Bus Rapid Transit Component Project. Responsibilities included historical site research, site reconnaissance and report preparation.

NJDOT/PANYNJ/FHWA/City of Elizabeth/Linden, New Jersey. Principal Engineer responsible for hazardous waste technical study (HWTS) in association with the proposed advancement of the U.S. Route 1 & 9/I-278 Interchange Ramps Studies in order to construct the missing ramp links at the existing partial interchange of I-278 and U.S. Route 1 & 9 (Route 1 & 9), located near the border of the cities of Elizabeth and Linden, NJ.

New Brunswick Development Corporation (DEVCO), Multiple Site Locations, New Brunswick. Project Manager/Principal Engineer responsible for conducting Phase I ESAs and Preliminary Assessments at multiple properties in conjunction with DEVCO's Transit Village, Wellness Plaza and Rutgers University College Avenue Campus redevelopment projects, among others. Responsibilities included site inspection, historical land usage research and report preparation.

New York City Department of Design and Construction, Multiple Locations, New York, NY. Project Manager. Responsible for Phase I Corridor Assessment Reports, ASTM-compliant Phase I Environmental Site Assessment (ESA) Reports and Phase II Subsurface Corridor Investigation (SCI) Reports at multiple locations in Manhattan, Brooklyn, Bronx, Queens and Staten Island in support of capital improvement projects. Conduct site visits, review data, oversee preparation of reports. Involved in over 200 projects over multiple on-call contracts.

New York City Department of Economic Development, Multiple Locations, New York, NY. Task Leader. Responsible for Phase I Environmental Site Assessment (ESAs) at multiple sites, including MARSHEs Initiative in Staten Island, Flushing Airport in Queens, Rockaway Firehouse in Queens, Mart 125 in Manhattan, and LIRR Arch Street Yard in Queens, among others. Responsibilities included historical site research, interviews and report preparation.

New York City Schools Construction Authority, Multiple Locations, New York, NY. Environmental Engineer. Conducted Phase I Environmental Site Assessment (ESAs) at multiple sites. Responsibilities included historical site research, interviews and report preparation.

New York City Transit, Multiple Locations, New York, NY. Environmental Engineer. Conducted ASTM-compliant Phase I Environmental Site Assessment (ESAs) at multiple sites. Responsibilities included historical site research, inspections, interviews and report preparation.

Port Authority of New York & New Jersey, JFK International and LaGuardia Airports. As Field Manager and Environmental Engineer, responsibilities included condition survey (from environmental perspective) of Buildings 261, 111, 263 and 72 at JFK International Airport and Hangar 4/Building 17 at LaGuardia Airport in New York City for leasehold renewal purposes. Prepared inspection reports to summarize findings (including any violations of Federal and State regulations) and recommendations to achieve compliance with applicable regulations. Duties also included coordination as Team Leader over Environmental, Lead, Asbestos, Mechanical and Electrical disciplines during the survey work at LaGuardia Airport.

United States Postal Service (USPS), Central New Jersey. Project Manager responsible for conducting Phase I ESAs in accordance with ASTM standards and USPS requirements at sites in NJ, NY and IN. Also responsible for technical review of Phase I ESA reports for other sites in NY.

United States Postal Service, Red Bank Post Office, NJ. *Project Manager* responsible for conducting energy audit to determine condition of existing energy systems; also reviewed energy use data and financial data to develop site-specific energy profile. Used the Department of Energy's Federal Energy Decision System (FEDS) 4.1, a comprehensive energy analysis software system, to develop site-specific energy management recommendations based on energy and cost savings and environmental impact. Prepared summary report.

United States Postal Service (USPS), Central New Jersey. As *Engineer*, created database using USPS's Environmental Management Information System (EMIS) for upload of data to national EMIS database. Data was based on Berger's lead and asbestos surveys at 51 postal facilities throughout New Jersey.

CoreCivic, Adams County Correctional Center, Natchez, MS. Provided oversight of Phase I ESA for the approximately 140-acre medium-security Adams County Correctional Center. The Correctional Center has been proposed to accommodate a portion of the criminal alien inmate population in response to a solicitation from the Federal Bureau of Prisons (Bureau) for contractor-owned/contractor-leased, contractor-operated facilities as a means to meet its need for housing federal, low-security, adult-male, non-U.S.-citizen inmates. Therefore, the Phase I ESA was conducted at the request of the Bureau. The Phase I ESA was performed in general accordance with the scope and limitations of the ASTM International Standard E 1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process and the "due diligence" regulations of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and Section 9601 (35)(b) of the Superfund Amendments and Reauthorization Act.

CoreCivic, Kit Carson Correctional Center, Burlington, CO. Provided oversight of Phase I ESA for the approximately 118-acre medium-security Kit Carson Correctional Center. The Correctional Center has been proposed to accommodate a portion of the criminal alien inmate population in response to a solicitation from the Federal Bureau of Prisons (Bureau) for contractor-owned/contractor-leased, contractor-operated facilities as a means to meet its need for housing federal, low-security, adult-male, non-U.S.-citizen inmates. Therefore, the Phase I ESA was conducted at the request of the Bureau. The Phase I ESA was performed in general accordance with the scope and limitations of the ASTM International Standard E 1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process and the “due diligence” regulations of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and Section 9601 (35)(b) of the Superfund Amendments and Reauthorization Act.

CoreCivic, Lansing Correctional Facility, Lansing, KS. Conducted Phase I ESA for the approximately 40-acre medium-security portion of the Lansing Correction Facility in support of proposed land redevelopment activities. The Phase I ESA was performed in general accordance with the scope and limitations of the ASTM International Standard E 1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process and the “due diligence” regulations of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and Section 9601 (35)(b) of the Superfund Amendments and Reauthorization Act.

CoreCivic, Prairie Correctional Facility, Appleton, MN. Provided oversight of Phase I ESA for the approximately 80-acre low-security Prairie Correctional Facility. The Correctional Center has been proposed to accommodate a portion of the criminal alien inmate population in response to a solicitation from the Federal Bureau of Prisons (Bureau) for a Contract Detention Facility as a means to meet its need for housing illegal aliens in detention. The Phase I ESA was performed in general accordance with the scope and limitations of the ASTM International Standard E 1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process and the “due diligence” regulations of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and Section 9601 (35)(b) of the Superfund Amendments and Reauthorization Act.

CoreCivic, Proposed Contract Detention Facility, Plymouth, IN. Provided oversight of Phase I ESA for an approximately 60-acre site proposed as a Contract Detention Facility to accommodate a portion of the criminal alien inmate population in response to a solicitation from the Federal Bureau of Prisons (Bureau) for a Contract Detention Facility as a means to meet its need for housing illegal aliens in detention. The Phase I ESA was performed in general accordance with the scope and limitations of the ASTM International Standard E 1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process and the “due diligence” regulations of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and Section 9601 (35)(b) of the Superfund Amendments and Reauthorization Act.

CoreCivic, Otay Mesa Detention Center, San Diego, CA. Provided oversight of Phase I ESA for the approximately 40-acre Otay Mesa Detention Center. The Detention Center has been proposed to accommodate a portion of the criminal alien inmate population in response to a solicitation from the Federal Bureau of Prisons (Bureau) for a Contract Detention Facility as a means to meet its need for housing illegal aliens in detention. The Phase I ESA was performed in general accordance with the scope and limitations of the ASTM International Standard E 1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process and the “due diligence” regulations of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and Section 9601 (35)(b) of the Superfund Amendments and Reauthorization Act.

CoreCivic, Multiple Locations, AL. **Task Leader** responsible for Phase I ESAs and Environmental Screenings of multiple sites in support of feasibility studies for the development of detention centers for criminal alien inmate populations in response to solicitations from the Federal Bureau of Prisons.

State of Utah Prison Relocation Commission, Multiple Locations, Utah. Task Leader responsible for Phase I ESAs of 12 sites in support of feasibility studies for the relocation of the Utah State Prison from its present location in Draper to an alternative site.

Clark County Department of Public Works, Carey Avenue, Las Vegas, NV. Task Manager for Environmental Baseline Survey. The Clark County Department of Public Works has requested of Nellis AFB a grant of easement for the purpose of constructing improvements to a portion of Carey Avenue, an east-west collector street serving the community of Sunrise Manor. The easement would comprise approximately seven acres of underutilized non-excess real property along the installation's southern boundary, south of Sloan Channel. The proposed action involves the improvement and expansion of Carey Avenue between Nellis Boulevard and Toiyabe Street, by building a new collector roadway connection. As a result, the Air Force required that an EBS be performed for the easement alternatives.

City of North Las Vegas, Range Wash – Hollywood Branch, North Las Vegas, NV. Conducted Environmental Baseline Survey for a phase of this project. The proposed project will provide flood control facilities to collect and convey runoff along Hollywood Boulevard for the Range Wash Watershed from Centennial Parkway to Las Vegas Boulevard to the Confluence Detention basin on Nellis Air Force Base (AFB) property. The proposed project will construct a lateral along Azure Avenue to intersect with the flood control facilities (RWHW 0173 through RWHW 0277) from Centennial Parkway to Las Vegas Boulevard along Hollywood Boulevard as a lateral reinforced concrete box (RCB) stormdrain to carry a 100-year runoff event to reduce flood flows overtop of Las Vegas Boulevard and across Nellis AFB lands. The environmental documents were prepared in accordance with the USAF, ASTM, Clark County Regional Flood Control District, and Bureau of Land Management regulations.

City of Las Vegas, I-15 Frontage Roads, Las Vegas, NV. Task Leader for Hazardous Waste Screening Study. The proposed project would provide a frontage road for approximately one mile along Interstate 15 (I-15) North Freeway from Lake Mead Boulevard to Washington Avenue to improve access and encourage economic development in the Historic Westside Neighborhood.

US Department of Defense, Washington, DC. Environmental Engineer. Under contract to Government Services IPT, responsible for completing an Environmental Baseline Survey at the US Navy Annex/Federal Office Building 2 (FOB2) in Arlington County, Virginia in order to facilitate the transfer of land from the Secretary of Defense to the Secretary of the Army for the expansion of Arlington National Cemetery.

United States General Service Administration (GSA), Harrisburg, PA. Task Leader responsible for Phase I ESA in support of land acquisition for new US Courthouse. Also oversaw subsequent Phase II Environmental Site Investigation activities.

United States General Service Administration (GSA), Maryland and Virginia. Task Leader responsible for Phase I ESAs of three properties in support of feasibility studies to identify a location for new FBI Headquarters.

United States General Service Administration (GSA), West Virginia. Task Leader responsible for Phase I ESA of 460-acre tract in the mountains of WV in support of feasibility studies to identify a location for a replacement NIOSH underground mine safety research facility. Several Recognized Environmental Conditions were identified and a subsequent Phase II ESI was conducted.

Hawaii Department of Accounting and General Services, Planning Branch, Oahu. Task Leader responsible for Phase I ESA in support land acquisition for Proposed Oahu Community Correctional Center (OCCC). Four sites located on the island of Oahu were identified as potential locations for development of a new OCCC, with the Animal Quarantine Station site in Halawa selected as the preferred location for new OCCC development. Ms. Ali conducted a Phase I ESA of the Animal Quarantine Station site, including site inspection, historical research, interviews (including a meeting with the US Navy, one of the current land owners), and report preparation.

U.S. Army Corps of Engineers, Kansas City District, Architecture/Engineering Services For Hazardous, Toxic, and Radioactive Waste (HTRW) and Radiological Support, RI/FS, Sylvania Corning Formerly Utilized Sites Remedial Action Program (FUSRAP) Site, Hicksville, New York. *Environmental Engineer* assisting in preparation of Remedial Investigation Report to document findings of soil and groundwater remedial investigation activities, as well as Baseline Risk Assessment at the site, which had historically been used for the research, development and fabrication of nuclear elements under the Atomic Energy Commission, and other government and commercial contracts.

U.S. Army Corps of Engineers, Kansas City District, Hudson River PCBs Superfund Site: Remedial Action Oversight, Upper Hudson River, New York. *Environmental Engineer.* Supported team of SMEs preparing the technical assessment for EPA's second five-year review (FYR) of dredging remedy effectiveness, as well as the response to public comments on the Draft FYR.

Federal Highway Administration/Federal Transit Administration, Washington, D.C. *Senior Environmental Engineer* involved in conducting research and review of brownfields-related projects, with emphasis on transportation projects. Used data to revise FHWA's guidance document on brownfields, hazardous waste sites, and contaminated substances encountered during the planning, development and implementation of transportation projects. Responsible for client communication.

Somerset County, Skillman Village Property, Montgomery, NJ. *Task Manager* responsible for Preliminary Assessment in order to facilitate the purchase of the site, a former self-contained facility for epileptics and a psychiatric hospital, from the Township of Montgomery. The facility consisted of 24 structures on a 256-acre property. Responsibilities included historical site research, site reconnaissance and report preparation. Tasks were completed on an expedited schedule to meet the County's due diligence requirements.

Somerset County, Route 22 Sustainable Corridor Long Term Improvements, Bridgewater, NJ. *Task Manager* responsible for hazardous waste screening study. Responsibilities included historical site research, site reconnaissance and report preparation.

Somerset County, Church Street Improvements, Bernards Township, NJ. *Task Manager* responsible for hazardous waste screening study. Responsibilities included historical site research, site reconnaissance and report preparation.

Township of Mount Olive, Multiple Locations, NJ. *Project Manager* responsible for multiple Phase I Environmental Site Assessments in accordance with the ASTM Standard for the Township. Most recently, WSP conducted a Phase I ESA of a parcel containing a segment of the former Morris Canal which is proposed for donation to the Township.

County of Ocean, Multiple Locations, NJ. *Project Manager* responsible for multiple Phase I Environmental Site Assessments in accordance with the ASTM Standard for the County.

Private Client, Multiple Locations, NJ, NY and CT. *Project Manager* responsible for performing Phase I Environmental Site Assessments in accordance with ASTM standard and Preliminary Assessments in accordance with NJDEP regulations. Conducted site inspection, historical research and report preparation.

Delaware Valley Regional Planning Commission, West Windsor, NJ. *Principal Engineer* responsible for hazardous waste screening study in association with improvements to County Route 571.

County of Morris, Parsippany-Troy Hills, NJ. *Project Manager* responsible for Preliminary Assessment (PA) of wetland area for wetland mitigation project. Responsibilities included historical site research, inspection, interviews and report preparation.

Jefferson County, Multiple Site Locations, NY. As *Senior Engineer*, assisted in Phase I ESAs at over twenty (20) locations. Responsibilities included historical site research, interviews and report preparation.

Ironshore, Multiple Sites. Responsible for forensic review of invoices and backup documentation in support of environmental claims that were submitted to the insurer. One claim involved a release of 300,000 gallons of foam from a waste-to-energy facility, while the second claim involved a release of petroleum products from a pipeline.

Claims were reviewed and a decision made as to whether they were reasonable, supported and related to the spill incident.

Republic of Ecuador-Texaco Petroleum Concession Area Petroleum Release, Ecuador. WSP provided forensic engineering services on behalf of the Attorney General of the Republic of Ecuador related to a \$9.5 billion claim relative to a massive inland oil release in the Amazon jungle. TexPet (now owned by Chevron) was found liable for damages to indigenous peoples by a judge in the Lago Agrio Court in the Republic of Ecuador. Chevron filed an arbitration action in The Hague under the Bilateral Investment treaty (BIT) between the United States and the Republic of Ecuador demanding relief from the Judgement due to the alleged fraudulent judicial system in Ecuador. WSP's team of geologists, hydrogeologists, engineers, testifying experts, and scientists was tasked with independently evaluating Chevron's claims. Ms. Ali served as an environmental engineer on the Project Team.

New Jersey Department of Environmental Protection, Rebuild By Design - Hudson River (RBDH), Hudson County, NJ. *Environmental Engineer* on the \$230M flood control project in Hoboken, Weehawken, and Jersey city, New Jersey. The RBDH Project is a comprehensive urban stormwater management program that takes a multi-faceted approach intended to address flooding from both major storm surge and high tide, as well as from heavy rainfall events. These events often occur individually, but can also occur together, increasing their impacts. The program includes four components; Resist, Delay, Store and Discharge. The \$230M part of the Project includes hard (walls) and soft (landscaping) infrastructure improvements for coastal defense. The Project is currently in design phase and expected to begin construction in summer of 2021.

King County Metro, RapidRide H Line Engineering, Planning, and Design Services, King County, WA. *Environmental Engineer.* WSP is providing multi-discipline engineering, planning and design services to upgrade the existing Metro Route 120 to the new RapidRide H Line. This will include additional service along the route, upgraded RapidRide branded coaches and passenger amenities, and capital investment along the route to improve transit speed and reliability. WSP is responsible for technical work required to plan, develop, design, and produce bidding documents for: roadway/signal/sidewalk improvements, transit passenger facilities, and Metro communication infrastructure. The project requires public outreach, environmental review/documentation, and permitting assistance. Ms. Ali was responsible for Phase I Environmental Site Assessments of properties that may potentially impact the project corridor. The properties were identified in the RapidRide H Line Hazardous Materials Review Technical Memorandum. The properties were subject to partial property acquisition and/or temporary easements for the construction of the H Line project and required further evaluation of hazardous materials, potential contamination and mitigation measures to address potential adverse impacts identified. Ms. Ali oversaw and managed staff during execution of Phase I ESAs, including regulatory database report reviews, site inspections, interviews, file reviews, and report preparation.

Pierce Transit, Bus Rapid Transit Pacific Avenue/State Route 7 Design Services, Tacoma and Spanaway, WA. *Environmental Engineer.* WSP is providing final design services for the bus rapid transit project in the 14.4-mile Pacific Avenue/state Route 7 corridor. The Pierce Transit corridor-based bus rapid transit system will serve the Tacoma's Central Business District, Tacoma Dome Station, Parkland, and Spanaway. Ms. Ali was responsible for Phase I Environmental Site Assessments of properties that may potentially impact the project corridor. The properties were subject to partial property acquisition for the construction of the project and required further evaluation of hazardous materials, potential contamination and mitigation measures to address potential adverse impacts identified. Ms. Ali oversaw and managed staff during execution of Phase I ESAs, including regulatory database report reviews, site inspections, interviews, file reviews, and report preparation.

Deluxe Corporation, Multiple Site Locations. *As Project Manager,* was responsible for managing three (3) sites in NJ, PA and CT undergoing investigation and/or remediation due to chlorinated solvent contamination in groundwater. Managed quarterly groundwater sampling programs for more than 30 wells. Managed remedial investigations of soil and groundwater. Prepared monthly and quarterly forms, annual and semi-annual monitoring reports, remedial investigation reports, and discharge permit applications for state DEP officials. Responsible for preparing proposals, budgets and schedules; and managing budgets. Oversaw operations and maintenance of pump

and treat (P&T) and air sparging/soil vapor extraction (AS/SVE) remediation systems at site in NJ, and P&T system in PA. Managed internal personnel and subcontractors; interfaced with client and state regulators.

El Paso Energy Corporation, Burlington, NJ. As *Project Manager* and *Senior Engineer*, responsible for managing groundwater monitoring program at site, including preparation of semiannual and annual monitoring reports for state DEP officials, and maintaining client, regulator and property owner communication.

Chevron Corporation, Multiple Site Locations, NJ. *Project Engineer* responsible for organizing and managing groundwater sampling programs at eight (8) sites, as well as preparation of quarterly and semiannual reports for state DEP officials. Prepared remedial action workplans and NJDEP permit applications. Performed UST closure oversight and prepared appropriate reports.

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE

08/04/2023

ADDENDUM No. # 1

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

85023B0072 - WTM4SPRW

Four Sparrow Marsh Tidal Wetland Mitigation

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:**
No 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 CDT
Executive Director, Specifications

DDC PROJECT #: WTM4SPRW

PROJECT NAME: Four Sparrow Marsh Tidal Wetland Mitigation

ATTACHMENT A - BIDDERS QUESTIONS AND DDC RESPONSES

No.	Bidders Questions	DDC Responses
1	I would like to bid this project as a prime contractor. I do not see a bid schedule in the 3 spec books. The item list in passport looks like a lumpsum bid. Will a bid schedule with items be provided?	Refer to the PASSPort questionnaire.
2	The plant species for items CANOPY TREES (BMP 7.401 A-C) and HERBACEOUS PLANTS (BMP 7.401 K) are not provide in the drawings or the specifications. Please provide the species of these plants.	Refer to Planting Schedule on Contract Drawings sheet 13 of 15.
3	We are reaching out to you in regard to request information on the List of PLAN HOLDER for the subject Project	Please refer to Attachment B of this Addendum

DDC PROJECT #: WTM4SPRW

PROJECT NAME: Four Sparrow Marsh Tidal Wetland Mitigation

ATTACHMENT B – REVISIONS TO THE DOCUMENTS

1. Added Planholder List

Vendor

AKELA CONTRACTING LLC 320282524
APACHE ENVIRONMENTAL & DEVELOPMENT LLC
274934157

ATLANTIC FLUID TECHNOLOGY INC. 010539864

BEDFORD LANDSCAPE CONTRACTORS LLC 810933387

DIFAZIO IND LLC 731706369

EASTERN LANDSCAPE CONTRACTORS INC 842628041

ELEGANT LAWNS & LANDSCAPING INC 272671428

GALVIN BROS & MADHUE CONTRACTING-JV 264699648

HUICATAO CORP 204048964

INTER CONTRACTING CORP 204575508

J ANTHONY ENTERPRISES INC 050584612

J PIZZIRUSSO LANDSCAPING CORP 113539578

JRCRUZ CORP 223373796

LAWS CONSTRUCTION CORP. 133209931

MFM Contracting Corp. 134130805

P&T II CONTRACTING CORP 204708892

Paul Bunyon Tree Care, Inc. 550843014

PERFETTO CONTRACTING CORP 112814026

PERFETTO ENTERPRISES COMPANY INC 200602614
PIONEER LANDSCAPING & ASPHALT PAVING INC
112729546

QUINTAL CONTRACTING CORP 112967550

RESTANI CONSTRUCTION CORP 112814769

SAM LIVINGSTON 112539985

SESI CONSULTING ENGINEERS D.P.C. 133120178

STEVEN DUBNER LANDSCAPING 112120751

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9149802537

7182060210

5169745345

7188588600

7184424212

N/A

6316650429

7187280870

5162393737

9738089050

6317771800

DDC PROJECT #: WTM4SPRW

PROJECT NAME: Four Sparrow Marsh Tidal Wetland Mitigation

ATTACHMENT C – REVISIONS TO PASSPORT FORMS

This Addendum is included within Round 1 of the procurement.

Please note that numbering of addenda is independent of rounds.

Questionnaire Changes:

None.

Item Grid Changes:

None.

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE

08/08/2023

ADDENDUM No. # 2

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

85023B0072 - WTM4SPRW

Four Sparrow Marsh Tidal Wetland Mitigation

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.

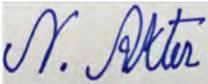
The bidder is advised that the items listed below apply to the project:

1. **Bidders Questions and Responses to Questions:**
Attachment A is included with this Addendum.
2. **Revisions to Documents:**
No Attachment B is included with this Addendum.
3. **Revisions to PASSPort forms:**
No 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.

Signed for 
Richard Jones, PE CWI CDT
Executive Director, Specifications

DDC PROJECT #: WTM4SPRW

PROJECT NAME: Four Sparrow Marsh Tidal Wetland Mitigation

ATTACHMENT A - BIDDERS QUESTIONS AND DDC RESPONSES

No.	Bidders Questions	DDC Responses
1	Please define the areas on the site plan where the Invasive Removal items will be performed. The current plans do not indicate any areas. Thank you	The invasive removals need to occur anywhere within LOD shown on the plans where the invasive species occur.

DDC PROJECT #: WTM4SPRW

PROJECT NAME: Four Sparrow Marsh Tidal Wetland Mitigation

ATTACHMENT B – REVISIONS TO THE DOCUMENTS

None

DDC PROJECT #: WTM4SPRW

PROJECT NAME: Four Sparrow Marsh Tidal Wetland Mitigation

ATTACHMENT C – REVISIONS TO PASSPORT FORMS

This Addendum is included within Round 1 of the procurement.

Please note that numbering of addenda is independent of rounds.

Questionnaire Changes:

None.

Item Grid Changes:

None.

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE

08/09/2023

ADDENDUM No. # 3

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

85023B0072 - WTM4SPRW

Four Sparrow Marsh Tidal Wetland Mitigation

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:

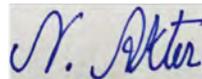
1. **Bidders Questions and Responses to Questions:**
Attachment A is included with this Addendum.
2. **Revisions to Documents:**
No Attachment B is included with this Addendum.
3. **Revisions to PASSPort forms:**
No Attachment C is included with this Addendum.

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.

Signed For:



Richard Jones, PE CWI CDT
Executive Director, Specifications

DDC PROJECT #: WTM4SPRW

PROJECT NAME: Four Sparrow Marsh Tidal Wetland Mitigation

ATTACHMENT A - BIDDERS QUESTIONS AND DDC RESPONSES

No.	Bidders Questions	DDC Responses
1	In reference to the Four Sparrow Marsh Tidal Wetland Mitigation project, I had a question about the qualification form. For the best management practice work, it asks for three projects similar to this scope for the BMP work. Would we need to get three references for each item? For instance, we sub out landscaping, which is apart of BMP items, so would we need to have our sub give three references?	Please refer the Page BMP-8 of Bid Book Volume 3.

DDC PROJECT #: WTM4SPRW

PROJECT NAME: Four Sparrow Marsh Tidal Wetland Mitigation

ATTACHMENT B – REVISIONS TO THE DOCUMENTS

None

DDC PROJECT #: WTM4SPRW

PROJECT NAME: Four Sparrow Marsh Tidal Wetland Mitigation

ATTACHMENT C – REVISIONS TO PASSPORT FORMS

This Addendum is included within Round 1 of the procurement.

Please note that numbering of addenda is independent of rounds.

Questionnaire Changes:

None.

Item Grid Changes:

None.



**DIVISION OF INFRASTRUCTURE
BUREAU OF DESIGN**

VOLUME 3 OF 3

PROJECT ID: WTM4SPRW

FOUR SPARROW MARSH TIDAL WETLAND MITIGATION.

**Together With All Work Incidental Thereto
BOROUGH OF BROOKLYN
CITY OF NEW YORK**

_____ *Contractor*

Dated _____, 20____
