Environmental Protection

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October 13, 2015

Michael Marinakis
Volmar Construction, Inc.
4400 2nd Ave.
Brooklyn, NY 11232

Re: **Notice of RENEWAL Registration**
Contract: HRP-JOC-12: NYC Houses Rehabilitation Program- Region 12
Original Registration No.: **CT1 826 20141404646**
Renewal Registration No.: **CT1 826 20161406097**

Dear Mr. Marinakis:

This letter is to inform you that the renewal agreement between Volmar Construction, Inc. and the New York City Department of Environmental Protection, for: NYC Houses Rehabilitation Program- Region 12, is now in effect. The renewal was registered on October 9, 2015 under registration number CT1 826 20161406097; the renewal amount is not-to-exceed $30,000,000.00. The period of performance is June 1, 2015 to May 30, 2017 a total of 730 consecutive calendar days.

Contract Administration will be under the direction of Amr Eldin, from the Mayor's Office of Housing Recovery Operations, e-mail aeldin@recovery.nyc.gov, telephone number (212)615-8065. All inquiries regarding this contract should be directed to that office.

All evidence of insurance required under the original agreement must be in effect for the renewal period. Please also submit any required certificates of insurance to Mr. Eldin's office.

Very truly yours,

Debra Butlien

cc: Miles/Hackworth/Jacques

RENEWAL AND AMENDMENT NO. 4

This Renewal and Amendment No. 4 ("Amendment") to a job order contract for rehabilitation work on dwellings in Build it Back **Region No. 12 (Registration No.** 20141404646 **; EPIN** 82613B0051) ("Job Order Contract") made and entered into this 1 day of June, 2015, by and between the City of New York ("City"), acting by and through the Department of Environmental Protection ("DEP"), whose address is 59-17 Junction Boulevard, 17th Floor, Flushing, New York 11373, and **Volmar Construction Inc.** ("Contractor"), located at **4400 2nd Avenue, Brooklyn, New York, 11232** (hereafter, the "Parties").

WHEREAS, the City awarded the Contractor the Job Order Contract on or about July 15, 2013, for the New York City Build it Back Program to rehabilitate Dwellings, as defined in Article 2.1.14 of the Job Order Contract, that were damaged by Superstorm Sandy;

WHEREAS, the office of the New York City Comptroller registered the Job Order Contract on or about October 9, 2013;

WHEREAS, DEP issued an Order to Work letter to the Contractor for the Job Order Contract on or about October 10, 2013;

WHEREAS, the City wishes to renew the Job Order Contract for one two-year term, pursuant to Article 3.2 of the Job Order Contract;

WHEREAS, the Parties wish to modify the Job Order Contract to allow for the direct reimbursement of certain insurance costs, in consideration for a reduction in the Unit Price Adjustment Factor; and

WHEREAS, the Contractor is willing to accept the amendment of Article 22 and Article 44;

NOW, THEREFORE, the Parties agree as follows:

1. The City hereby exercises its option, pursuant to Article 3.2 of the Job Order Contract, to renew the Job Order Contract for one additional two year period (the "Renewal") for the period June 1, 2015 through May 31, 2017, subject to earlier termination as provided in the Job Order Contract. The cost for the services during the Renewal shall be a total not to exceed maximum amount of thirty million dollars ($30,000,000).

2. All other relevant terms and provisions of the Job Order Contract shall remain in full force and effect, except as set forth herein and any prior amendment.

3. Article 17.8 is amended to add the words in bold as follows:

This Contract does not obligate Contractor to ensure that Subcontractors maintain any insurance not required by Law. Nevertheless, in the event Contractor requires any Subcontractor to procure insurance with regard to any operations under this Contract and requires such Subcontractor to name Contractor as an additional insured thereunder, Contractor shall ensure that such Subcontractor also name the City, including its officials and employees, and the Homeowner as additional insureds with coverage at least as broad as the most recent edition of ISO Form CG 20 26. **The City shall not be responsible for payment of any insurance costs incurred by any Subcontractor.**

4. Article 22.2.2 is amended to add the words in bold as follows:

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, **except as set forth in Articles 22.2.2(a)-(e)**.

22.2.2(a) Upon satisfaction of the requirements of this Article, the City shall pay for Commercial General Liability Insurance and Contractors Pollution Liability Insurance premiums as of the CGL Reimbursement Effective Date. The Contractor shall make best efforts to obtain proposals from a minimum of three insurance carriers for such Commercial General Liability Insurance (including any excess/umbrella policies obtained to satisfy its insurance obligations under Article 22) and Contractors Pollution Liability Insurance with the limits and special conditions specified in Schedule A and Articles 22.2.1 and 22.2.4, respectively; and such proposals shall be based on a 30 month initial term, an estimated work order volume of $8,000,000 per region, the option for cancellation upon at least six months' notice, and cover Job Orders assigned on or after the CGL Reimbursement Effective Date. The Contractor shall submit all such proposals to the Director of HRP for review and approval, and the Contractor will procure and maintain the proposed insurance as selected by the Director of HRP, if any is determined to be reasonable by the Director of HRP. If none are considered reasonable by the Director of HRP, the Contractor shall seek additional proposals.

22.2.2(b) The City shall not be responsible for payment of any insurance costs in addition to or in excess of the Commercial General Liability Insurance (including any excess/umbrella policies obtained to satisfy its insurance obligations under Article 22) and Contractors Pollution Liability Insurance coverages required by Schedule A.

22.2.2(c) The City shall pay the actual monthly cost of the Commercial General Liability Insurance (including any excess/umbrella policies obtained to satisfy its insurance obligations under Article 22) and Contractors Pollution Liability Insurance premiums and shall not pay any markup or any expenses related to the costs of financing such insurance. The Contractor shall cancel the policy or policies promptly upon the direction of the Director of HRP or his or her designee. Any refunded premiums for insurance funded by the City under this Article 22.2.2 shall be payable to the City. All Job Orders assigned on or after the CGL Reimbursement Effective Date shall be covered by the insurance policy or policies described in paragraph 22.2.2(a-c).

22.2.2(d) As of the CGL Reimbursement Effective Date, the current Unit Price Adjustment Factor shall be reduced by 0.06 for all Job Orders assigned on or after the CGL Reimbursement Effective Date.

22.2.2(e) The CGL Reimbursement Effective Date shall be July 1, 2015.

5. Article 22.5 is amended to add the words in bold:

22.5 Subcontractor Insurance: This Contract, including this Article 22, does not obligate the Contractor to ensure that Subcontractors maintain any insurance not required by Law. Nevertheless, 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 such Subcontractor also name the Homeowner and 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. **The City shall not be responsible for payment of any insurance costs incurred by any Subcontractor.**

6. Article 41 is amended to add the words in bold:

41.3 The Contractor shall separately invoice for its monthly Commercial General Liability Insurance and Contractors Pollution Liability Insurance premiums for insurance procured pursuant to Article 22.2.2.

7. Upon registration pursuant to Charter section 328, the amendments provided for in paragraphs 3 through 6 above shall be effective as of July 1, 2015.

Contractor

By: _____
Name: Michael Marinakis
Title: Vice President

New York City Department of Environmental Protection

By: _____
Name: Debra Butlien
Title: Acting ACIO