

Torres Rojas, Genara

FOI#12640

From: pbelli@francobelli.com
Sent: Tuesday, September 27, 2011 10:53 PM
To: Duffy, Daniel
Cc: Torres Rojas, Genara; Van Duyne, Sheree
Subject: Freedom of Information Online Request Form

Information:

First Name: Paul
Last Name: Belli
Company: Franco Belli Plumbing and Heating and Sons, Inc.
Mailing Address 1: 165 Second Avenue
Mailing Address 2:
City: Brooklyn
State: NY
Zip Code: 11215
Email Address: pbelli@francobelli.com
Phone: 718-965-4976
Required copies of the records: Yes

List of specific record(s):

Payment Bond for the World Trade Center Memorial project issued by Bovis Lend Leases bonding company and also E.E. Cruzs bonding company.

THE PORT AUTHORITY OF NY & NJ

Daniel D. Duffy
FOI Administrator

October 11, 2011

Mr. Paul Belli
Franco Belli Plumbing
and Heating and Sons, Inc.
165 Second Avenue
Brooklyn, NY 11215

Re: Freedom of Information Reference No. 12640

Dear Mr. Belli:

This is a response to your September 27, 2011 request, which has been processed under the Port Authority's Freedom of Information Policy (the "Policy," copy enclosed) for a copy of the Payment Bond for the World Trade Center Memorial project issued by Bovis Lend Leases bonding company and E.E. Cruz & Company, Inc.

Material responsive to your request and available under the Policy, which consists of 2 pages, is enclosed, for a 50¢ photocopying charge for this material (25¢ per page). Payment should be made in cash, certified check or money order payable to "The Port Authority of New York & New Jersey" and should be sent to my attention at 225 Park Avenue South, 17th Floor, New York, NY 10003.

We have searched our files and found no documents responsive to the remainder of your request.

Please refer to the above FOI Reference number in any future correspondence relating to your request.

Sincerely,



Daniel D. Duffy
FOI Administrator

Enclosure

225 Park Avenue South
New York, NY 10003
T: 212 435 3642 F: 212 435 7555

Labor and Material Payment Bond
Co-Obligee

Bond No. 104763814

Premium Amount \$ 131,355.00

KNOW ALL MEN BY THESE PRESENTS,

That we, E.E. Cruz & Company, Inc.

(Full Name and Address of Trade Contractor)

943 Holmdel Road, Cruz Plaza, Holmdel, NJ 08837

(hereinafter called the Principal), as Principal, and Travelers Casualty & Surety Company

(Full Name and Address of Surety)

499 Thornall Street, Edison, NJ 08837

a corporation duly organized under the laws of the state of Connecticut

(hereinafter called the Surety), as Surety, are held and firmly bound unto:

Owner's Name: World Trade Center Memorial
Foundation, Inc.

and

Bovis' Name: Bovis Lend Lease LMB, Inc.

Owner's Address: One Liberty Plaza, 20th Floor
New York, New York 10006

Bovis' Address: 200 Park Avenue
New York, New York 10166

(hereinafter called the Obligees)

in the sum of Sixteen Million Nine Hundred Eighty Thousand 00/00 U.S. Dollars
(\$ 16,980,000.00), for the payment of which we, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal entered into a certain Contract dated August 3, 2006

(Month, Day)

(Year)

with Bovis Lend Lease LMB, Inc. as Agent for the Owner/Obligee for:

115619.99

World Trade Center Memorial, World Trade Center Museum, and Related Facilities
New York, New York

which is hereby referred to and made a part hereof as if fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall promptly make payment to all claimants as hereafter defined, for all (1) labor and material used or reasonably required for use in the performance of the Contract, (2) pension, welfare, vacation and any other supplemental employee benefit contributions payable under collective bargaining agreements with respect to persons employed upon said work, and (3) federal, state and local taxes and contributions required to be withheld or paid with respect to the employment of persons upon said work that may hereafter be made, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

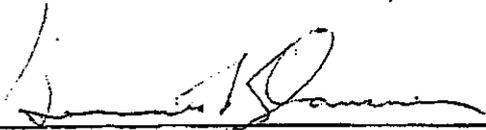
1. A claimant is defined as one having a direct contract with the Principal or a Subcontractor of the Principal, for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above-named Principal and Surety hereby jointly and severally agree with the Obligees that every claimant as herein defined, who has not been paid in full, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Obligees or either of them shall not be liable for the payment of any cost or expenses of any suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a. After the expiration of the minimum period of limitation permitted by any law controlling the construction hereof.
 - b. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, and not elsewhere.

The Surety agrees that no change, extension of time, alteration, addition, omission or other modification of the Contract Documents shall in any way affect its obligations under this Bond, and the Surety hereby waives notice of any such changes, extensions of time, alterations, additions, omissions or other modifications.

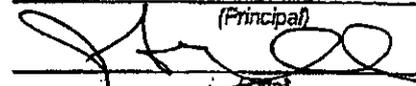
For projects located in the State of Connecticut, Surety is liable for and is obliged to pay any interest, costs, penalties or attorneys' fees imposed upon the Principal under any provisions of Connecticut Public Act 99-153, entitled "An Act Concerning Fairness in Financing in the Construction Industry."

Principal and Surety shall not be liable to the Obligees unless the Obligees or any one of them have performed their respective obligations to the Principal in accordance with the terms of said Contract.

Sealed with our seals and dated this 9th day of August, 2006
(Day) (Month) (Year)



(Attested by)
Bennett Klausner

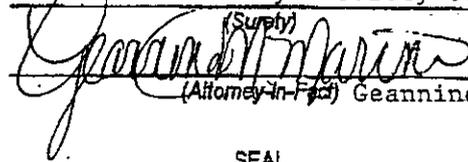
E.E. Cruz & Company, Inc.
(Principal)
By: 

(Title)
Joseph F. Malandro, Sr. VP/COO

SEAL



(Attested by)
Sheila Siegel

Travelers Casualty & Surety Company
(Surety)


(Attorney-in-Fact) Geannine M. Marino

SEAL

*Attach Power-Of-Arrowney