Torres Rojas, Genara FOI#13772

From: Dolly.Cox@redhawkus.com
Sent: Wednesday, February 20, 2013 9:10 AM
To: Duffy, Daniel
Cc: Torres Rojas, Genara; Van Duyne, Sheree
Subject: Freedom of Information Online Request Form

Information:

First Name: Dolly
Last Name: Cox
Company: Red Hawk Fire and Security
Mailing Address 1: 6 Skyline Dr.
Mailing Address 2:
City: Hawthorne
State: NY
Zip Code: 10532
Email Address: Dolly.Cox@redhawkus.com
Phone: 9147698900
Required copies of the records: Yes

List of specific record(s):
John F. Kennedy Airport Terminal B Concourse Project 132040 Delta Airlines. Turner Construction is the General Contractor and we want a copy of any and all payment - performance bonds issued for the project.

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

March 8, 2013

Ms. Dolly Cox
Red Hawk Fire and Security
6 Skyline Dr.
Hawthorne, NY 10532

Re: Freedom of Information Reference No. 13772

Dear Ms. Cox:

This is a response to your February 20, 2013 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code") for copies of Payment and Performance Bonds issued related to Project No. JFK-132.040 Terminal B Concourse Delta Airlines, and Turner Construction is the general contractor.

Material responsive to your request and available under the Code can be found on the Port Authority's website at http://www.panynj.gov/corporate-information/foi/13772-C.pdf. Paper copies of the available records are available upon request.

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

Very truly yours,

Daniel D. Duffy
FOI Administrator

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

TRAVELERS BOND NO. 105499112
FEDERAL BOND NO. 8219-72-86
F&D/ZURICH BOND NO. (TURNER) 08981765
(SCALAMANDRE) PRF9030861
LIBERTY BOND NO. 015031249
CONTINENTAL BOND NO. 929504988

LABOR AND MATERIAL PAYMENT BOND

Bond No.

Conforms with The American Institute of Architects
A.I.A. Document No. A-311

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL BY THESE PRESENTS: that
Turner-Scalamandre, A Joint Venture
375 Hudson Street
New York, NY 10014
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and,
SEE ATTACHMENT A
(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto
Delta Air Lines, Inc.
JFK International Airport Terminal 2, Building 54 Room North Mezzanine
Jamaica, NY 11430
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of Two Hundred Twenty-Nine Million Eight Hundred Nine Thousand and No/100 ---------- Dollars ($ 229,809,000.00).

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated December 15, 2010, entered into a contract

with Owner for Concourse B Renovation and Expansion at Concourse B, Terminal 4, JFK International Airport, Jamaica, NY ----------
(Here insert full name, address and description of project)

in accordance with Drawings and Specifications prepared by ARUP/SOM, a joint venture of Ove Arup & Partners Consulting Engineers PC and Skidmore, Owings, Merrill LLP Architects and any other architect employed by Owner for the Project,
(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, 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 with 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 Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, 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 Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) 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, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 18th day of January, 2011.

(Witness)

Turner-Scalamandre, A Joint Venture (Seal)
(Principal)

Charles F. Murphy
SENIOR VICE PRESIDENT
GENERAL MANAGER
(Title)

SEE ATTACHMENT A
(Witness)

SEE ATTACHMENT A (Seal)
(Surety)

SEE ATTACHMENT A
(Title)

ATTACHMENT A

BOND NUMBERS:

TRAVELERS:	**105499112**	
FEDERAL:	**8219-72-86**	
F&D/ZURICH:	**08981765**	**(TURNER)**
F&D/ZURICH:	**PRF9030861**	**(SCALAMANDRE)**
LIBERTY:	**015031249**	
CONTINENTAL:	**929504988**	

Travelers Casualty and Surety Company of America, a Connecticut Corporation;
Federal Insurance Company, an Indiana Corporation:
Fidelity and Deposit Company of Maryland, a Maryland Corporation
Zurich American Insurance Company, a New York Corporation;
Liberty Mutual Insurance Company, a Massachusetts Corporation;
The Continental Insurance Company, a Pennsylvania Corporation;

Travelers Casualty and Surety Company of America
Construction Services, One Tower Square, Hartford, CT 06183

By:_____
Patricia Gerry, Attorney-In-Fact
Witness:

By: Donna M Boehne
Donna Boehne
Federal Insurance Company
15 Mountain View Road, Warren, NJ 07061

By:_____
Andrew A. Foss, Attorney-In-Fact
Witness:

By:_____
Kevin T. Walsh, Jr.
Fidelity and Deposit Company of Maryland/
Zurich American Insurance Company
1400 American Lane, Schaumburg, IL 60196

By:_____
Thomas H. Noonan, Attorney-In-Fact
Witness:

By: Patrick F Evans
Patrick F. Evans
Liberty Mutual Insurance Company
175 Berkeley Street, Boston, MA 02116

By: Laura J O'Keefe
Laura O'Keefe, Attorney-In-Fact
Witness:

By: Daisy A Haber
[redacted]
Daisy A. Haber

ATTACHMENT A

The Continental Insurance Company
333 S. Wabash Avenue, 41st Floor, Chicago, IL 60604

By: Jon E. Fullerton
Jon E. Fullerton, Attorney-In-Fact
Witness:

By: _____
Richard D. Fitzgerald