

FOI # 13898

WINGATE, RUSSOTTI, SHAPIRO & HALPERIN, LLP

PHILIP RUSSOTTI
CLIFFORD H. SHAPIRO
KENNETH J. HALPERIN
WILLIAM P. HEPNER
JASON M. RUBIN

ATTORNEYS AT LAW
THE GRAYBAR BUILDING
420 LEXINGTON AVENUE
SUITE 2750
NEW YORK, NY 10170

OF COUNSEL
KATHLEEN P. KETTLES
PAULA M. GRECO
ROBERT J. BELLINSON
ENRIQUE O. GUERRERO
MITCHELL R. KAHN

THOMAS M. OLIVA
JOSEPH P. STODUTO
NICOLE M. GILL
MICHAEL J. FITZPATRICK
ADAM J. ROTH
BRIELLE C. GOLDFADEN

TELEPHONE: (212) 986-7353
FAX: (212) 953-4308
WWW.WRSHLAW.COM
April 2, 2013

WILLIAM A. WINGATE
1927 - 2009

Via E-Certified
FREEDOM OF INFORMATION OFFICER
Port Authority of NY & NJ
225 Park Ave South, Fl. 18
New York, NY 10003

FREEDOM OF INFORMATION LAW REQUEST Vivian Miller

Location as follows

Bus Depot, specifically MegaBus and roadway on West 41st Street between 8th and 9th Avenues in the City, County and State of New York.

Please search for information pertaining to:

Repairs, complaints, installation, permits, or reports regarding work being done in the street/roadway/trench at or near the above-mentioned location.

Time Period

July 15, 2010 to July 15, 2012

Dear Sir or Madam:

This letter requests materials pursuant to the Freedom of Information Law.

Kindly conduct a search of your files for all information, including, but not limited to the following items. With respect to the above-referenced area for which you have jurisdiction:

1. Notices of Claim maintained pursuant to General Municipal Law 50, et. Seq.;
2. Summons and complaints in suits involving accidents occurring because of defects at the above-mentioned;
3. Copies of any complaints lodged by Port Authority to DOT regarding megabuses operating at the location of accident;
4. Accident reports;
5. investigation reports;
6. notices of violation
7. repair orders;
8. accidents;
9. repair orders;
10. maintenance orders;
11. inspection logs;
12. permits;

Received on 4/14/13 etc

13. construction contracts;
14. applications;
15. work orders;
16. photographs;
17. evidence;
18. drawings;
19. any other materials bearing upon the location and accident mentioned above; and

Kindly remit all the requested materials within twenty (20) days.

If there is a fee for our request, kindly advise the undersigned and payment, at the statutory rate, will be promptly remitted.

Very truly yours,

Michael J. Fitzpatrick

MJF/dp

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

August 8, 2014

Mr. Michael J. Fitzpatrick
Wingate, Russotti, Shapiro & Halperin, LLP
The Graybar Building, 420 Lexington Avenue, Suite 2750
New York, NY 10170

Re: Freedom of Information Reference No. 13898

Dear Mr. Fitzpatrick:

This is in response to your April 2, 2013 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code"), for copies of various records related to an accident at Bus Depot, specifically MegaBus and roadway on West 41st Street between 8th and 9th Avenue in NY, NY from July 15, 2010 to July 15, 2012.

Material responsive to your request for accident reports and available under the Code is enclosed.

Material responsive to the remainder of your request and available under the Code can be found on the Port Authority's website at <http://www.panynj.gov/corporate-information/foi/13898-O.pdf>. Paper copies of the available records are available upon request.

Certain material responsive to your request is exempt from disclosure pursuant to exemptions (1), (4) and (5) of the Code.

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

Very truly yours,

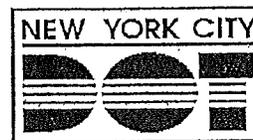


Daniel D. Duffy
FOI Administrator

Enclosure



NYC Department of Transportation



Office of Permit Management

BUILDING OPERATION PERMIT

PERMIT#: M02-2011304-175 PREVIOUS # M02-2011241-087

ISSUED DATE: 10/31/2011 PERMIT VALID FROM: 11/16/2011 TO: 12/31/2011
 BOROUGH: MANHATTAN PERMIT TYPE: 0211 - OCCUPANCY OF ROADWAY AS STIPULATED
 FEES (NON-REFUNDABLE): ROADWAY TYPE: ASPHALT
 ADMIN \$0.00 SIDEWALK TYPE:
 TOTAL: \$0.00 FEE WAIVED/CONTRACT

PERMISSION HEREBY GRANTED TO:

NAME: PORT AUTHORITY OF NY & NJ LICENSE #:
 CONTACT NAME: RIVERA, JR PE JOSE M. CONTRACT #: BT254.042
 PHONE: (973) 565-7866 SPONSORING AGENCY: PORT AUTHORITY OF NY & NJ
 ADDRESS: 2 GATEWAY CENTER 14TH FLOOR NEWARK, NJ 07102

TO OCCUPY THE ROADWAY AT:

HOUSE#: WEST 41 STREET
 ON STREET: 8 AVENUE
 FROM STREET: 9 AVENUE
 TO STREET: WESTBOUND SUBMITTED AS WEST 41 STREET 8 AVENUE 9 AVENUE
 SPECIFIC LOCATION:
 FOR PURPOSE OF: SOUTH WING REPLACEMENT OF HVAC UNITS

INSPECT DIST: 32 COMM. BOARD: 04
 RECORDED: None WEBTRACKING #: 201110280405 SEQUENCE #: 0001

PERMITTEE SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

TAMPERING WITH OR KNOWINGLY MAKING A FALSE ENTRY IN OR FALSELY ALTERING THIS PERMIT MAY RESULT IN A RESTRICTION IN OBTAINING FUTURE NYCDOT PERMITS.

NYS LAW

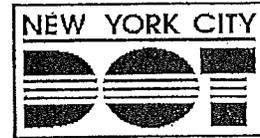
CALL NEW YORK 811, INC. AT 1-800-272-4480 OR 811 BEFORE STREET OPENING EXCAVATIONS. NEW YORK STATE INDUSTRIAL CODE RULE 753 MANDATES 2-10 BUSINESS DAYS NOTICE PRIOR TO DIGGING.

PERMITTEE SHALL COMPLY WITH ALL OF THE FOLLOWING STIPULATIONS



NYC Department of Transportation

Office of Permit Management BUILDING OPERATION PERMIT



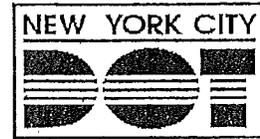
PERMIT#: M02-2011304-175 PREVIOUS # M02-2011241-087

SPECIFIC STIPULATION	JB- WORK AS PER MEC10-417
038	ALL TEMPORARY TRAFFIC CONTROL DEVICES, INCLUDING BUT NOT LIMITED TO SIGNS, CHANNELIZING DEVICES, FENCING AND MARKINGS SHALL BE PROVIDED, INSTALLED, MAINTAINED AND REMOVED BY THE PERMITTEE IN ACCORDANCE WITH THE MOST RECENT VERSION OF PART 6 OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (MUTCD). OBTAIN THE MUTCD AT HTTP://MUTCD.FHWA.DOT.GOV .
066	DO NOT PLACE MATERIALS, TRAILERS, CRANES, CONTAINERS, OR EQUIPMENT IN FRONT OF DRIVEWAYS, BUS STOPS, WITHIN FIFTEEN FEET OF A FIRE HYDRANT, IN AUTHORIZED PARKING ZONES OR BLOCKING ACCESS TO DEP. WATER TESTING BOXES. IF WORK IS DIRECTLY IN ABOVE AREAS, MAY BE IN VICINITY DURING STIPULATED WORK HOURS BUT NOT WHEN SITE IS UNATTENDED.
091	THIS PERMIT ACTIVITY MAY NOT START UNTIL THE PERMITTEE COORDINATES ALL WORK WITH ANY ONGOING CONSTRUCTION & WITH THE PROJECT/RESIDENT ENGINEER FOR ANY ONGOING CAPITAL PROJECTS.
103	PARKING OF PRIVATE VEHICLES ON THE STREET (ROADWAY AND SIDEWALK) WORK AREAS IS PROHIBITED.
107	LOADING AND UNLOADING, STANDING OR PARKING IN A LANE ADJACENT TO THE WORK ZONE IN THE ROADWAY IS PROHIBITED. THIS APPLIES TO PERMITTEES AND ALL OF THEIR SUBCONTRACTORS.
410	VARIANCE GRANTED TO WORK DURING THE "HOLIDAY" EMBARGO NOVEMBER TO JANUARY, AS STIPULATED BY THE O.C.M.C. OFFICE.
HIQA01	THIS PERMIT ONLY ALLOWS FOR THE CLOSURE OF A ROADWAY OR SIDEWALK AS STIPULATED. ANY STORAGE OF MATERIAL OR STORAGE OF EQUIPMENT REQUIRES A SEPARATE PERMIT.
NOISE1	BY SUBMITTING THIS APPLICATION AND/OR RENEWAL REQUEST, THE PERMITTEE CERTIFIES ITS COMPLIANCE WITH ALL APPLICABLE CITYWIDE CONSTRUCTION NOISE MITIGATION REQUIREMENTS INCLUDING, BUT NOT LIMITED TO THE DEVELOPMENT OF A COMPLIANT NOISE MITIGATION OR ALTERNATIVE NOISE MITIGATION PLAN. PLEASE CONTACT THE NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION (WWW.NYC.GOV/DEP) FOR FURTHER INFORMATION.
OCMC20	WORK IN ACCORDANCE WITH OCMC STIP SHEET AND ALL VALID AMENDMENTS WHICH MUST BE ATTACHED TO THE PERMIT AND ON SITE.
SCHOOL	NO WORK TO BE PERFORMED WITHIN BLOCK FRONTING SCHOOL, INCLUDING INTERSECTIONS FOR ONE HOUR PRIOR TO SCHOOL START TIME THROUGH ONE HOUR AFTER END OF SCHOOL TIME. PERMITTEE MUST NOTIFY SCHOOL PRINCIPAL IN WRITING 48 HOURS PRIOR TO BEGINNING ANY WORK. THIS STIP VOIDS ANY ALL OTHER CONFLICTING STIPS ON THIS PERMIT UNLESS ACCOMPANIED WITH VARIANCE STIP VAR001.





NYC Department of Transportation



Office of Permit Management BUILDING OPERATION PERMIT

PERMIT#: M02-2011304-176 PREVIOUS # M02-2011241-088

ISSUED DATE:	10/31/2011	PERMIT VALID FROM:	11/16/2011	TO:	12/31/2011
BOROUGH:	MANHATTAN	PERMIT TYPE:	0215 - OCCUPANCY OF SIDEWALK AS STIPULATED		
FEEES (NON-REFUNDABLE):		ROADWAY TYPE:			
ADMIN	\$0.00	SIDEWALK TYPE:	CONCRETE		
TOTAL:	\$0.00 FEE WAIVED/CONTRACT				

PERMISSION HEREBY GRANTED TO:

NAME:	PORT AUTHORITY OF NY & NJ	LICENSE #:	
CONTACT NAME:	RIVERA, JR PE JOSE M	CONTRACT #:	BT254.042
PHONE:	(973) 565-7866	SPONSORING AGENCY:	PORT AUTHORITY OF NY & NJ
ADDRESS:	2 GATEWAY CENTER 14TH FLOOR NEWARK, NJ 07102		

TO OCCUPY THE SIDEWALK AT:

HOUSE#:	
ON STREET:	WEST 41 STREET
FROM STREET:	8 AVENUE
TO STREET:	9 AVENUE
SPECIFIC LOCATION:	SOUTHBOUND SUBMITTED AS WEST 41 STREET 8 AVENUE 9 AVENUE
FOR PURPOSE OF:	SOUTH WING REPLACEMENT OF HVAC UNITS

INSPECT DIST:	32	COMM. BOARD:	04
RECORDED:	None	WEBTRACKING #:	201110280405
		SEQUENCE #:	0002

PERMITTEE SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

TAMPERING WITH OR KNOWINGLY MAKING A FALSE ENTRY IN OR FALSELY ALTERING THIS PERMIT MAY RESULT IN A RESTRICTION IN OBTAINING FUTURE NYCDOT PERMITS.

NYS LAW

CALL NEW YORK 811, INC. AT 1-800-272-4480 OR 811 BEFORE STREET OPENING EXCAVATIONS. NEW YORK STATE INDUSTRIAL CODE RULE 753 MANDATES 2-10 BUSINESS DAYS NOTICE PRIOR TO DIGGING.

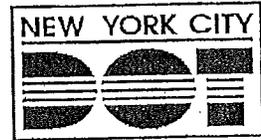
PERMITTEE SHALL COMPLY WITH ALL OF THE FOLLOWING STIPULATIONS



NYC Department of Transportation

Office of Permit Management

BUILDING OPERATION PERMIT



PERMIT#: M02-2011304-176 PREVIOUS # M02-2011241-088

SPECIFIC STIPULATION	JB- WORK AS PER MEC10-417
038	ALL TEMPORARY TRAFFIC CONTROL DEVICES, INCLUDING BUT NOT LIMITED TO SIGNS, CHANNELIZING DEVICES, FENCING AND MARKINGS SHALL BE PROVIDED, INSTALLED, MAINTAINED AND REMOVED BY THE PERMITTEE IN ACCORDANCE WITH THE MOST RECENT VERSION OF PART 6 OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (MUTCD). OBTAIN THE MUTCD AT HTTP://MUTCD.FHWA.DOT.GOV .
066	DO NOT PLACE MATERIALS, TRAILERS, CRANES, CONTAINERS, OR EQUIPMENT IN FRONT OF DRIVEWAYS, BUS STOPS, WITHIN FIFTEEN FEET OF A FIRE HYDRANT, IN AUTHORIZED PARKING ZONES OR BLOCKING ACCESS TO DEP. WATER TESTING BOXES. IF WORK IS DIRECTLY IN ABOVE AREAS, MAY BE IN VICINITY DURING STIPULATED WORK HOURS BUT NOT WHEN SITE IS UNATTENDED.
091	THIS PERMIT ACTIVITY MAY NOT START UNTIL THE PERMITTEE COORDINATES ALL WORK WITH ANY ONGOING CONSTRUCTION & WITH THE PROJECT/RESIDENT ENGINEER FOR ANY ONGOING CAPITAL PROJECTS.
103	PARKING OF PRIVATE VEHICLES ON THE STREET (ROADWAY AND SIDEWALK) WORK AREAS IS PROHIBITED.
107	LOADING AND UNLOADING, STANDING OR PARKING IN A LANE ADJACENT TO THE WORK ZONE IN THE ROADWAY IS PROHIBITED. THIS APPLIES TO PERMITTEES AND ALL OF THEIR SUBCONTRACTORS.
410	VARIANCE GRANTED TO WORK DURING THE HOLIDAY EMBARGO NOVEMBER TO JANUARY, AS STIPULATED BY THE O.C.M.C. OFFICE.
HIQA01	THIS PERMIT ONLY ALLOWS FOR THE CLOSURE OF A ROADWAY OR SIDEWALK AS STIPULATED. ANY STORAGE OF MATERIAL OR STORAGE OF EQUIPMENT REQUIRES A SEPARATE PERMIT.
NOISE1	BY SUBMITTING THIS APPLICATION AND/OR RENEWAL REQUEST, THE PERMITTEE CERTIFIES ITS COMPLIANCE WITH ALL APPLICABLE CITYWIDE CONSTRUCTION NOISE MITIGATION REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THE DEVELOPMENT OF A COMPLIANT NOISE MITIGATION OR ALTERNATIVE NOISE MITIGATION PLAN. PLEASE CONTACT THE NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION (WWW.NYC.GOV/DEP) FOR FURTHER INFORMATION.
OCCMC20	WORK IN ACCORDANCE WITH OCCMC STIP SHEET AND ALL VALID AMENDMENTS WHICH MUST BE ATTACHED TO THE PERMIT AND ON SITE.
SCHOOL	NO WORK TO BE PERFORMED WITHIN BLOCK FRONTING SCHOOL INCLUDING INTERSECTIONS FOR ONE HOUR PRIOR TO SCHOOL START TIME THROUGH ONE HOUR AFTER END OF SCHOOL TIME. PERMITTEE MUST NOTIFY SCHOOL PRINCIPAL IN WRITING 48 HOURS PRIOR TO BEGINNING ANY WORK. THIS STIP VOIDS ANY/ALL OTHER CONFLICTING STIPS ON THIS PERMIT UNLESS ACCOMPANIED WITH VARIANCE STIP VAR001.





NYC Department of Transportation



Office of Permit Management

BUILDING OPERATION PERMIT

PERMIT#: M02-2011304-177 PREVIOUS # M02-2011241-089

ISSUED DATE: 10/31/2011 PERMIT VALID FROM: 11/16/2011 TO: 12/31/2011
 BOROUGH: MANHATTAN PERMIT TYPE: 0204 - PLACE EQUIPMENT OTHER THAN CRANE OR SHOVS
 FEES (NON-REFUNDABLE): ROADWAY TYPE: ASPHALT
 ADMIN \$0.00 SIDEWALK TYPE:
 TOTAL: \$0.00 FEE WAIVED/CONTRACT

PERMISSION HEREBY GRANTED TO:

NAME: PORT AUTHORITY OF NY & NJ LICENSE #:
 CONTACT NAME: RIVERA, JR PE JOSE M. CONTRACT #: BT254.042
 PHONE: (973) 565-7866 SPONSORING AGENCY: PORT AUTHORITY OF NY & NJ
 ADDRESS: 2 GATEWAY CENTER 14TH FLOOR NEWARK, NJ 07102

TO OCCUPY THE ROADWAY AT:

HOUSE#:
 ON STREET: WEST 41 STREET
 FROM STREET: 8 AVENUE
 TO STREET: 9 AVENUE
 SPECIFIC LOCATION: SUBMITTED AS WEST 41 STREET 8 AVENUE 9 AVENUE
 FOR PURPOSE OF: JERSEY BARRIERS ON STREET

INSPECT DIST: 32 COMM. BOARD: 04
 RECORDED: None WEBTRACKING #: 201110280405 SEQUENCE #: 0003

PERMITTEE SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

TAMPERING WITH OR KNOWINGLY MAKING A FALSE ENTRY IN OR FALSELY ALTERING THIS PERMIT MAY RESULT IN A RESTRICTION IN OBTAINING FUTURE NYCDOT PERMITS.

NYS LAW
 CALL NEW YORK 811, INC. AT 1-800-272-4480 OR 811 BEFORE STREET OPENING EXCAVATIONS. NEW YORK STATE INDUSTRIAL CODE RULE 753 MANDATES 2-10 BUSINESS DAYS NOTICE PRIOR TO DIGGING.

PERMITTEE SHALL COMPLY WITH ALL OF THE FOLLOWING STIPULATIONS



NYC Department of Transportation

Office of Permit Management

BUILDING OPERATION PERMIT



PERMIT#: M02-2011304-177 PREVIOUS # M02-2011241-089

SPECIFIC STIPULATION	JB- AS PER ATTACHED STIP SHEET MEC10-417
038	ALL TEMPORARY TRAFFIC CONTROL DEVICES, INCLUDING BUT NOT LIMITED TO SIGNS, CHANNELIZING DEVICES, FENCING AND MARKINGS SHALL BE PROVIDED, INSTALLED, MAINTAINED AND REMOVED BY THE PERMITTEE IN ACCORDANCE WITH THE MOST RECENT VERSION OF PART 6 OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (MUTCD). OBTAIN THE MUTCD AT HTTP://MUTCD.FHWA.DOT.GOV .
066	DO NOT PLACE MATERIALS, TRAILERS, CRANES, CONTAINERS, OR EQUIPMENT IN FRONT OF DRIVEWAYS, BUS STOPS, WITHIN FIFTEEN FEET OF A FIRE HYDRANT, IN AUTHORIZED PARKING ZONES OR BLOCKING ACCESS TO DEEP WATER TESTING BOXES. IF WORK IS DIRECTLY IN ABOVE AREAS, MAY BE IN VICINITY DURING STIPULATED WORK HOURS BUT NOT WHEN SITE IS UNATTENDED.
091	THIS PERMIT ACTIVITY MAY NOT START UNTIL THE PERMITTEE COORDINATES ALL WORK WITH ANY ONGOING CONSTRUCTION & WITH THE PROJECT/RESIDENT ENGINEER FOR ANY ONGOING CAPITAL PROJECTS.
103	PARKING OF PRIVATE VEHICLES ON THE STREET (ROADWAY AND SIDEWALK) WORK AREAS IS PROHIBITED.
107	LOADING AND UNLOADING, STANDING OR PARKING IN A LANE ADJACENT TO THE WORK ZONE IN THE ROADWAY IS PROHIBITED. THIS APPLIES TO PERMITTEES AND ALL OF THEIR SUBCONTRACTORS.
410	VARIANCE GRANTED TO WORK DURING THE "HOLIDAY" EMBARGO NOVEMBER TO JANUARY, AS STIPULATED BY THE O.C.M.C. OFFICE.
NOISE1	BY SUBMITTING THIS APPLICATION AND/OR RENEWAL REQUEST, THE PERMITTEE CERTIFIES ITS COMPLIANCE WITH ALL APPLICABLE CITYWIDE CONSTRUCTION NOISE MITIGATION REQUIREMENTS, INCLUDING, BUT NOT LIMITED TO, THE DEVELOPMENT OF A COMPLIANT NOISE MITIGATION OR ALTERNATIVE NOISE MITIGATION PLAN. PLEASE CONTACT THE NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION (WWW.NYC.GOV/DEP) FOR FURTHER INFORMATION.
OCMC20	WORK IN ACCORDANCE WITH OCMC STIP SHEET AND ALL VALID AMENDMENTS WHICH MUST BE ATTACHED TO THE PERMIT AND ON-SITE.
SCHOOL	NO WORK TO BE PERFORMED WITHIN BLOCK FRONTING SCHOOL INCLUDING INTERSECTIONS FOR ONE HOUR PRIOR TO SCHOOL START TIME THROUGH ONE HOUR AFTER END OF SCHOOL TIME. PERMITTEE MUST NOTIFY SCHOOL PRINCIPAL IN WRITING 48 HOURS PRIOR TO BEGINNING ANY WORK. THIS STIP VOIDS ANY ALL OTHER CONFLICTING STIPS ON THIS PERMIT UNLESS ACCOMPANIED WITH VARIANCE STIP VAR001.



DAILY NARRATIVE PA 03274-05

Contractor VRH Contract Number: BT 200,200 WO #21

Location: PABT

Title: Security Bollards, Sidewalk Replacement

VRH (2 Laborer)

Cleanup of 41st so Con-Ed can replace a transformer
in the vaults.

I certify that I have read the applicable paragraphs from the P.A. Construction Standards manual pertaining to the work/tasks described above.

Signed MM Shift 9:00 pm - 6:00 am
Date 10/29/2010
Counter Signed _____

Use form PA 316 to note labor, material or equipment usage

DAILY NARRATIVE PA 0527/4-05

Contractor VRH Contract Number: BT 200.200 WO #21
Location: PABT - 40th St
Title: Security Bollards, Sidewalk Replacement

No work performed. Holiday.

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Signed MM Shift 6:30 am - 3-15pm
Date 7/5/2010
Counter Signed

Use form PA 316 to note labor, material or equipment usage

DAILY NARRATIVE PA 0527/4-05

Contractor VRH Contract Number: BT 200.200 WO #21
Location: PABT - 40th St and 41st St
Title: Security Bollards, Sidewalk Replacement

VRH (1 Super, 2 Laborers)
General site cleanup
Installed cold patch at bus exit ramp on 41st Street

Crisdel (1 Foreman, 1 Operator, 2 Laborers)
Stripped forms for bollard footing on 40th Street between columns 31 and 66.
Backfilled footing to prepare for roadway repair on 40th St between columns 31 and 67.

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Signed MM Shift 6:30 am - 3-15pm
Date 7/6/2010
Counter Signed

Use form PA 316 to note labor, material or equipment usage

DAILY NARRATIVE PA 0327/4-05

Contractor VRH Contract Number: BT 200.200 WO #21
Location: PABT - 41st St
Title: Security Bollards, Sidewalk Replacement

VRH (1 Laborer)
General site cleanup

Crisdel (1 Foreman, 1 Operator, 3 Laborers)
Continued removal of sidewalk pavement on 8th Ave
between columns KK and L.
Pave curb repair strip on 40th St between columns 29 and 67
Pave roadway on 40th St where pipe was capped for the
fire hydrant that was removed

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Signed MM Shift 6:30 am - 3-15pm
Date 7/9/2010
Counter Signed _____

Use form PA 316 to note labor, material or equipment usage

DAILY NARRATIVE PA 0327/A-05

Contractor VRH Contract Number: BT 200.200 WO #Z1
Location: PABT - 40th St
Title: Security Bollards, Sidewalk Replacement

VRH (3 Laborers)
General site cleanup of 40th St.

Crisdel not on site today. Working at night.

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Signed MM Counter Signed
Shift 6:30 am - 3-15pm
Date 7/15/2010

Use form PA 316 to note labor, material or equipment usage

DAILY NARRATIVE PA 0327/A-05

Contractor VRH Contract Number: BT 200.200 WO #Z1
Location: PABT - 40th St and 41st St
Title: Security Bollards, Sidewalk Replacement

VRH (1 Laborer)
General site cleanup of 40th St.

Crisdel (1 Foreman, 1 Operator, 2 Laborers)
Cut joints and sealed sidewalk between columns 30 and 67
Continued digging on 41st for bollard footing foundation
between columns 6 and 7

Daidone (1 Super, 2 Electricians, 2 Journeyman)
Set light pole on the corner of 8th Ave and 40th St

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Signed MM Counter Signed
Shift 6:30 am - 3-15pm
Date 7/14/2010

Use form PA 316 to note labor, material or equipment usage

DAILY NARRATIVE PA 0327/4-05

Contractor VRH Contract Number: BT 200.200 WO #21
Location: PABT - 40th St
Title: Security Bollards, Sidewalk Replacement

VRH (1 Super, 2 Laborers)
General site cleanup of 40th St.
Patching pot holes on 40th St with cold patch

Crisdel (1 Foreman, 1 Operator, 2 Laborers, 3 Masons)
Pour sidewalk on 40th St between columns H and L,
building side
Seal and caulk sidewalk on 40th St

Crisdel (1 Foreman, 2 Laborers, 1 Operator, 1 Teamster)
Remove jersey barrier on 40th St and place in the employee
lot

ANS on site testing concrete

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Shift 9:00 pm - 6:00 am
Date 7/15 - 7/16/10

Signed MM Counter Signed

Use form PA 316 to note labor, material or equipment usage

DAILY NARRATIVE PA 0327/4-05

Contractor VRH Contract Number: BT 200.200 WO #21
Location: PABT - 40th St
Title: Security Bollards, Sidewalk Replacement

VRH (1 Laborer)
General site cleanup of 40th St.
Crisdel not on site today. Working nights.

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Shift 9:00 pm - 6:00 am
Date 7/16/2010

Signed MM Counter Signed

Use form PA 316 to note labor, material or equipment usage

DAILY NARRATIVE PA 0327/4-05

Contractor VRH Contract Number: BT 200.200 WO #21
Location: PABT - 40th St ans 41st St
Title: Security Bollards, Sidewalk Replacement

VRH (1 Super, 2 Laborers)
General site cleanup of 40th St.
Opening MTA subway entrance at 8th Ave and 40th St

Crisdel (1 Foreman, 1 Operator, 2 Laborers)
Set bollards on 41st St between columns 6 and 7

Crisdel (1 Foreman, 1 Operator, 2 Laborers)
Load jersey barriers in employee lot onto trailers for
delivery to the PATC, GWB, and Port Newark

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Signed MM Shift 6:30 am - 3:15pm
Date 7/19/2010
Counter Signed

Use form PA 316 to note labor, material or equipment usage

DAILY NARRATIVE PA 0327/4-05

Contractor VRH Contract Number: BT 200.200 WO #21
Location: PABT - 40th St
Title: Security Bollards, Sidewalk Replacement

VRH (1 Super, 2 Laborers)
Set up MOT at 8th Ave and 40th St

Crisdel (1 Foreman, 1 Operator, 2 Laborers)
Strip sidewalk on 8th Ave between columns K and L
Excavate for bollard footings between columns K and L

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Signed MM Shift 10:00 pm - 5:00 am
Date 7/19 - 7/20/2010
Counter Signed

Use form PA 316 to note labor, material or equipment usage

DAILY NARRATIVE PA 0327/4-05

Contractor VRH Contract Number: BT 200.200 WO #21
Location: PABT - 40th St and 41st St
Title: Security Bollards, Sidewalk Replacement
VRH (1 Super, 2 Laborers)
Set up MOT at 8th Ave and 40th St
Crisdel (1 Foreman, 1 Operator, 2 Laborers, 1 Lather)
Set bollards on 8th Ave between columns K and KL
Began setting rebar for bollard footing on 40th St between
columns 6 and 7

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.
Signed MM Shift: 10:00 pm - 5:00 am
Date: 7/20 - 7/21/10 Counter Signed

Use form PA 316 to note labor, material or equipment usage

DAILY NARRATIVE PA 0327/4-05

Contractor VRH Contract Number: BT 200.200 WO #21
Location: PABT - 40th St
Title: Security Bollards, Sidewalk Replacement
VRH (1 Super, 2 Laborers)
Set up MOT at 8th Ave and 40th St
Crisdel (1 Foreman, 1 Operator, 2 Laborers, 2 Lathers)
Continued setting rebar for bollard footing on 40th St
between columns 6 and 7
Set steel bollard truss system at the corner of 8th Ave
and 40th St

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.
Signed MM Shift: 6:30 am - 3:15pm
Date: 7/21 - 7/22/10 Counter Signed

Use form PA 316 to note labor, material or equipment usage

DAILY NARRATIVE PA 0327/4-05

Contractor VRH Contract Number: BT 200.200 WO #21
Location: PABT - 40th St
Title: Security Bollards, Sidewalk Replacement

VRH (1 Super, 2 Laborers)
Set up MOT at 8th Ave and 40th St

Crisdel (1 Foreman, 1 Operator, 2 Laborers, 2 Lathers)
Continued setting rebar for bollard footing on 8th Ave
between columns K and L
Set formwork for bollard footing on 41st St between columns
6 and 7.

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Signed MM Shift 9:00 pm - 6:00 am
Date 7/22 - 7/23/10
Counter Signed

Use form PA 316 to note labor, material or equipment usage

DAILY NARRATIVE PA 0327/4-05

Contractor VRH Contract Number: BT 200.200 WO #21
Location: PABT - 40th St
Title: Security Bollards, Sidewalk Replacement

VRH (1 Laborer)
General site cleanup of 40th St.

Crisdel not on site today. Working nights.

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Signed MM Shift 9:00 pm - 6:00 am
Date 7/16/2010
Counter Signed

Use form PA 316 to note labor, material or equipment usage

DAILY NARRATIVE

THE PORT AUTHORITY OF NY & NJ

PA 0327/4-05

Contractor VRH Contract Number: BT 200.200 WO #21
Location: PABT - 41st St
Title: Security Bollards, Sidewalk Replacement

VRH (2 Laborers)
General site cleanup on 41st St

Crisdel (1 Foreman, 1 Operator, 3 Laborers)
Set pavers in handicap ramps at 8th Ave and 40th St
Place asphalt for curb repair strip for Stage 10
Caulk and seal joints for Stage 10

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Signed  Shift 6:30 am - 3-15pm
Date 8/2/2010
Counter Signed _____

Use form PA 316 to note labor, material or equipment usage

DAILY NARRATIVE

PA 0327/4-05

Contractor VRH Contract Number: BT 200.200 WO #21

Location: PABT

Title: Security Bollards, Sidewalk Replacement

VRH (2 Laborers)

General site cleanup on 41st St

Crisdel (1 Foreman, 1 Operator, 2 Laborers)

Strip forms for bollard footing on 41st St

Finish corner of 8th Ave and 40th St for inspection

Load out concrete debris on 41st St

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Shift 6:30 am - 3-15pm

Date 8/3/2010

Signed MM

Counter Signed _____

Use form PA 316 to note labor, material or equipment usage

DAILY NARRATIVE

THE PORT AUTHORITY OF NY & NJ

PA 0327/4-05

Contractor VRH Contract Number: BT 200.200 WO #21
Location: PABT
Title: Security Bollards, Sidewalk Replacement

VRH (2 Laborers)
General site cleanup

Crisdel (1 Foreman, 1 Operator, 2 Laborers)
Began the installation of the steel faced curb on 41st
Street between columns 6 and 11

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Signed MM Shift 6:30 am - 3-15pm
Date 8/4/2010
Counter Signed _____

Use form PA 316 to note labor, material or equipment usage

DAILY NARRATIVE **PA 0327/4-05**

Contractor VRH Contract Number: BT 200.200 WO #21
Location: PABT
Title: Security Bollards, Sidewalk Replacement

VRH (2 Laborers)
General site cleanup

Crisdel (1 Foreman, 1 Operator, 2 Laborers)
Continued the installation of the steel faced curb on 41st
Street between columns 6 and 11

Daidone Electric (2 Journeymen, 1 Super)
Installed Pedestrian Crossing Signals at the bus exit on
41st Street

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Shift 6:30 am - 3-15pm
Date 8/5/2010

Signed 

Counter Signed _____

Use form PA 316 to note labor, material or equipment usage

DAILY NARRATIVE

PA 0327/4-05

Contractor VRH Contract Number: BT 200.200 WO #21

Location: PABT - 41st St

Title: Security Bollards, Sidewalk Replacement

VRH (2 Laborers)

General site cleanup

Crisdel (1 Foreman, 1 Operator, 2 Laborers)

Grade and prepare for sidewalk pour on 41st St between
columns 6 and 11.

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Shift 6:30 am - 3-15pm

Date 8/9/2010

Signed MM

Counter Signed _____

Use form PA 316 to note labor, material or equipment usage

DAILY NARRATIVE

PA 0327/4-05

Contractor VRH Contract Number: BT 200.200 WO #21

Location: PABT

Title: Security Bollards, Sidewalk Replacement

VRH (1 Super, 2 Laborers)

Powerwashing of granite panels on 40th St

Crisdel (1 Foreman, 1 Operator, 2 Laborers)

Prepare for sidewalk pour on 41st St. between columns 6
and 11

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Shift 6:30 am - 3-15pm

Date 8/10/2010

Signed MM

Counter Signed _____

Use form PA 316 to note labor, material or equipment usage

DAILY NARRATIVE

PA 0327/4-05

Contractor VRH Contract Number: BT 200.200 WO #21

Location: PABT

Title: Security Bollards, Sidewalk Replacement

VRH (1 Laborer)

General site cleanup

Crisdel (1 Foreman, 2 Laborers, 1 Operator, 1 Carpenter)

Removed 24" "I" beam next to Con-Ed vaults on 41st St

Excavated down to concrete slab in "sink hole" area

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Shift 6:30 am - 3-15pm

Date 9/27/2010

Signed Mm

Counter Signed _____

Use form PA 316 to note labor, material or equipment usage

DAILY NARRATIVE

THE PORT AUTHORITY OF NY & NJ
PA 0327/4-05

Contractor VRH Contract Number: BT 200.200 WO #21
Location: PABT
Title: Security Bollards, Sidewalk Replacement

VRH (1 Laborer)
General site cleanup

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Signed MM Shift 6:30 am - 3-15pm
Date 9/28/2010
Counter Signed _____

Use form PA 316 to note labor, material or equipment usage

DAILY NARRATIVE

THE PORT AUTHORITY OF NY & NJ

PA 0327/4-05

Contractor VRH Contract Number: BT 200.200 WO #21

Location: PABT

Title: Security Bollards, Sidewalk Replacement

VRH (1 Laborer)
General site cleanup

RCC (2 Ironworkers)
Welding caps on three shorts bollards at 40th St and 8th Ave

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Signed MM Shift 6:30 am - 3-15pm
Date 9/22/2010
Counter Signed _____

Use form PA 316 to note labor, material or equipment usage

DAILY NARRATIVE

PA 0327/4-05

Contractor VRH Contract Number: BT 200.200 WO #21

Location: PABT

Title: Security Bollards, Sidewalk Replacement

VRH (s Laborers)

General site cleanup

Powerwashed granite on 40th St

ANS on site testing concrete

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Shift 6:30 am - 3-15pm

Date 9/23/2010

Signed 

Counter Signed _____

Use form PA 316 to note labor, material or equipment usage

DAILY NARRATIVE **PA 0327/4-05**

Contractor VRH Contract Number: BT 200.200 WO #21

Location: PABT

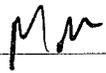
Title: Security Bollards, Sidewalk Replacement

VRH (1 Laborer)
General site cleanup

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Shift 9:00 pm - 6:00 am

Date 9/24/2010

Signed 

Counter Signed _____

Use form PA 316 to note labor, material or equipment usage

DAILY NARRATIVE

THE PORT AUTHORITY OF NY & NJ
PA 0327/4-05

Contractor VRH Contract Number: BT 200.200 WO #21
Location: PABT
Title: Security Bollards, Sidewalk Replacement

VRH (1 Laborer)
General site cleanup

Crisdel (2 Foreman, 2 Laborers, 1 Operator)
Began removal of concrete slab next to Con-Ed vaults
under PACC No. 217

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Signed  Shift 6:30 am - 3-15pm
Date 10/12/2010
Counter Signed _____

Use form PA 316 to note labor, material or equipment usage

DAILY NARRATIVE **PA 0327/4-05**

Contractor VRH Contract Number: BT 200.200 WO #21

Location: PABT

Title: Security Bollards, Sidewalk Replacement

VRH (1 Laborer)
General site cleanup

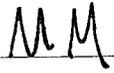
Crisdel (2 Foreman, 2 Laborers, 1 Operator)
Continued removal of concrete slab next to Con-Ed vaults
under PACC No. 217

Daidone Electric (1 Super, 1 Foreman, 2 Electricians)
Ran 15' of conduit from street light foundation to Con-Ed
vault on 41st Street

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Shift 6:30 am - 3-15pm

Date 10/13/2010

Signed 

Counter Signed _____

Use form PA 316 to note labor, material or equipment usage

DAILY NARRATIVE

Contractor VRH Contract Number: BT 200.200 WO #21
Location: PABT
Title: Security Bollards, Sidewalk Replacement

VRH (1 Laborer)
General site cleanup

Crisdel (2 Foreman, 2 Laborers, 1 Operator)
Continued removal of concrete slab next to Con-Ed vaults
under PACC No. 217

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Signed  Shift 6:30 am - 3-15pm
Date 10/14/2010
Counter Signed _____

Use form PA 316 to note labor, material or equipment usage

DAILY NARRATIVE

THE PORT AUTHORITY OF NY & NJ

PA 0327/4-05

Contractor VRH Contract Number: BT 200.200 WO #21

Location: PABT

Title: Security Bollards, Sidewalk Replacement

VRH (1 Laborer)

General site cleanup

Crisdel (2 Foreman, 2 Laborers, 1 Operator)

Completed removal of concrete slab next to Con-Ed vaults

under PACC No. 217

Removed concrete debris from site

General cleanup of site

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Shift 9:00 pm - 6:00 am

Date 10/15/2010

Signed MM

Counter Signed _____

Use form PA 316 to note labor, material or equipment usage



THE PORT AUTHORITY OF NY & NJ

DAILY NARRATIVE PA 0327/4-05

Contractor: VRH Contract Number: BT 200.200 WO # 21

Location: PABT

Title: Security Bollards - Sidewalk Replacemnt

VRH (2 Laborers)

General site cleanup

Core drilled into sidewalk to install "No Parking" sign on 41st Street

REMCO (3 Laborers)

Continued cleaning granite panels on 40th Street

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Shift 6:30 am - 3-15pm

Date 11/22/2010

Signed MM Counter Signed _____

Use form PA 316 to note labor, material or equipment usage



THE PORT AUTHORITY OF NY & NJ

DAILY NARRATIVE PA 0327/4-05

Contractor: VRH Contract Number: BT 200.200 WO # 21

Location: PABT

Title: Security Bollards - Sidewalk Replacemnt

VRH (2 Laborers)

General site cleanup

Began demolition and removal of chain link fence

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Shift 6:30 am - 3-15pm

Date 11/23/2010

Signed MM Counter Signed _____

Use form PA 316 to note labor, material or equipment usage



THE PORT AUTHORITY OF NY & NJ

DAILY NARRATIVE PA 0327/4-05

Contractor: VRH Contract Number: BT 200.200 WO # 21

Location: PABT

Title: Security Bollards - Sidewalk Replacemnt

VRH (2 Laborers)

General site cleanup

Continued demolition and removal of chain link fence

Blank lines for narrative text.

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Shift 6:30 am - 3-15pm

Date 11/24/2010

Signed MM Counter Signed

Use form PA 316 to note labor, material or equipment usage



THE PORT AUTHORITY OF NY & NJ

DAILY NARRATIVE PA 0327/4-05

Contractor: VRH Contract Number: BT 200.200 WO # 21

Location: PABT

Title: Security Bollards - Sidewalk Replacemnt

HOLIDAY

Blank lines for narrative text.

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Shift 6:30 am - 3-15pm

Date 11/25/2010

Signed MM Counter Signed

Use form PA 316 to note labor, material or equipment usage



THE PORT AUTHORITY OF NY & NJ

DAILY NARRATIVE PA 0327/4-05

Contractor: VRH Contract Number: BT 200.200 WO # 21

Location: PABT

Title: Security Bollards - Sidewalk Replacemnt

HOLIDAY

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Signed MM Counter Signed _____
Shift 6:30 am - 3-15pm
Date 11/26/2010

Use form PA 316 to note labor, material or equipment usage



DAILY NARRATIVE PA 0327/4-05

Contractor: VRH Contract Number: BT 200.200 WO # 21
 Location: PABT
 Title: Security Bollards - Sidewalk Replacemnt

VRH (1 Laborer)
 General site cleanup

CRISDEL (2 Foremen, 2 Laborers, 1 Operator)
 Atlantic saw cutting on site to core through foundation wall
 Loaded out bollards onto truck
 General site cleanup

REMCO (3 Laborers)
 Continued cleaning granite panels on 40th Street

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Signed MM Counter Signed _____
 Shift 6:30 am - 3-15pm
 Date 11/5/2010

Use form PA 316 to note labor, material or equipment usage



DAILY NARRATIVE PA 0527/4-05

Contractor: VRH Contract Number: BT 200.200 WO # 21
Location: PABT
Title: Security Bollards - Sidewalk Replacemnt

VRH (1 Laborer)
General site cleanup

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Signed MM Shift 6:30 am - 3-15pm
Date 11/3/2010 Counter Signed

Use form PA 316 to note labor, material or equipment usage



DAILY NARRATIVE PA 0527/4-05

Contractor: VRH Contract Number: BT 200.200 WO # 21
Location: PABT
Title: Security Bollards - Sidewalk Replacemnt

VRH (1 Laborer)
General site cleanup

CRISDEL (3 Foremen, 1 Laborer, 1 Operator)
Removing concrete around 10" pipe at column 10
Cutting H-beam below grade
General site cleanup

REMCO (3 Laborers)
Continued cleaning granite panels on 40th Street

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Signed MM Shift 6:30 am - 3-15pm
Date 11/4/2010 Counter Signed

Use form PA 316 to note labor, material or equipment usage



THE PORT AUTHORITY OF NY & NJ

DAILY NARRATIVE PA 0327/4-05

Contractor: VRH Contract Number: BT 200.200 WO # 21
Location: PABT
Title: Security Bollards - Sidewalk Replacemnt

VRH (1 Laborer)
General site cleanup
Protected bollard covers installed on 41st Street

J. Fredericks Const. (1 Foreman)
Installing bollard covers on 41st Street

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Signed MM Counter Signed _____
Shift 6:30 am - 3-15pm
Date 12/6/2010

Use form PA 316 to note labor, material or equipment usage



THE PORT AUTHORITY OF NY & NJ

DAILY NARRATIVE PA 0327/4-05

Contractor: VRH Contract Number: BT 200.200 WO # 21
Location: PABT
Title: Security Bollards - Sidewalk Replacemnt

VRH (1 Laborer)
General site cleanup after J. Fredericks

J. Fredericks Const. (1 Foreman)
Installing bollard covers on 41st Street

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Signed MM Counter Signed _____
Shift 6:30 am - 3-15pm
Date 12/17/2010

Use form PA 316 to note labor, material or equipment usage

THE PORT AUTHORITY OF NY & N.J.
DAILY NARRATIVE

Contractor: L&L Painting Co. Contract Number: BT-254.128

Location: Port Authority Bus Terminal - 8th Avenue and 41st Street

Labor: _____

L&L Painting Co.: 1 General Foreman, 1 Foreman, 7 Laborers

Activity: Coordinated setup of Dust Collector, Ducts and hoses. Contractor setup compressor and associated connections by 8th Avenue and 41st Street.

A delivery of Paint Remover Pellets took place about 3:30pm. The barrels were delivered by the side of Contractor's equipment by 8th Avenue and 41st Street.

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Shift 7:00 AM - 4:00 PM

Date 06-26-2011

Signed 

Counter Signed 

DAILY NARRATIVE PA 0327 / 07-10

Contractor: VRH Contract Number: BT 254.128

Location: PABT Façade Improvements: Truss Painting

VRH (1 Laborer)

Provide MOT and cleanup

L&L Painting Co. (1 Foreman, 1 Shop Sterward, 9 Journeymen)

Install and sew containment tarps for Stage 1

Set up blast lines, vacuum lines and ducts along 40th Street, 8th Ave and 41st Street

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Shift 7:00 AM to 5:00 PM

Date 06/24/11

Signed [Signature]

Counter Signed [Signature]

Use form PA 316 to note labor, material or equipment usage.

DAILY NARRATIVE

PA 0327 / 07-10

Contractor: VRH Contract Number: BT 254.128

Location: PABT Façade Improvements: Truss Painting

VRH (2 Laborers)

Provide MOT and cleanup

L&L Painting Co. (1 Foreman, 1 Shop Steward, 8 Journeymen)

Install and sew containment tarps for Stage 1

Set up blast lines along 40th Street, 8th Ave and 41st Street

Load dust collector ducts onto sidewalk bridge

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Shift 7:00 AM to 5:00 PM

Date 06/23/11

Signed

Counter Signed K

Use form PA 316 to note labor, material or equipment usage.

DAILY NARRATIVE PA 0527/07-10

Contractor: VRH Contract Number: BT 254.128

Location: PABT Façade Improvements: Truss Painting

VRH (2 Laborers)

Provide MOT and cleanup

L&L Painting Co. (1 Foreman, 1 Shop Steward, 9 Journeymen)

Install and sew containment tarps for Stage 1

Set up blast lines along 40th Street, 8th Ave and 41st Street

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Shift 7:00 AM to 5:00 PM

Date 06/22/11

Signed [Signature]

Counter Signed X

Use form PA 316 to note labor, material or equipment usage.

DAILY NARRATIVE PA 0527 / 07-10

Contractor: VRH Contract Number: BT 254.128

Location: PABT Façade Improvements: Truss Painting

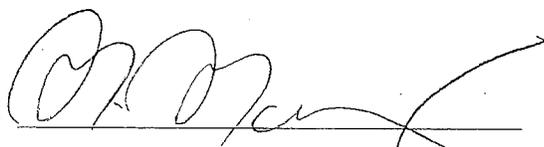
VRH (1 Super, 1 Laborer)
Provide MOT and cleanup

L&L Painting Co. (7 Journeymen)
Install and sew containment tarps for Stage 1
Load dust collector pipes onto the sidewalk shed

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Shift 9:00 PM to 5:30 AM

Date 06/21/11

Signed 

Counter Signed X

Use form PA 316 to note labor, material or equipment usage.

DATE/NARRATIVE PA 0327/07-10

Contractor: VRH Contract Number: BT 254.128

Location: PABT Façade Improvements: Truss Painting

VRH (1 Super, 2 Laborers) Provide MOT and cleanup

L&L Painting Co. (1 Foreman, 1 Shop Steward, 9 Journeymen) Install and sew containment tarps for Stage 1 Prepare cribbing to reset blast unit on steel

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Shift 9:00 PM to 5:30 AM

Date 06/20/11

Signed [Signature]

Counter Signed X

Use form PA 316 to note labor, material or equipment usage.

Contractor: VRH Contract Number: BT 254.128

Location: PABT Façade Improvements: Truss Painting

VRH (1 Laborer)

MOT for delivery of the blast unit

L&L (1 Foreman, 10 Laborers)

Continued with carpentry for containment for Stage 1

Installed rubber sheeting for protection of windows in Stage 1

Secured all tie-back pipes on scaffolding for Stage 1

Received delivery of blast unit on 41st Street and placed on steel

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Shift 7:00 AM to 3:30 PM

Date 06/18/11

Signed R. Howard

Counter Signed X

Use form PA 316 to note labor, material or equipment usage.



Contractor: VRH Contract Number: BT-254.128

Location: PABT - Façade Improvement and Truss Painting

GC-VRH -41st St. Provide MOT, flagging for Stanco.

Man Power: 1-Super, 1-Labor

Sub-Contractor: Stanco: 41st St. sidewalk bridge installing lighting.

Man Power: 2-Electrician

Equipment: 1-Van, Hand Tools

Note: 1. The above work has been coordinated with PABT Operation 66.

2. Carpenters did not work tonight.

Weather: 64 F Clear

Multiple horizontal lines for additional notes or details.

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Shift 8:30PM-5:00AM

Date 06/02-03/11

Signed LEN B. ESPINAR 

Counter Signed 

Use form PA 316 to note labor, material or equipment usage.

DATE: NARRATIVE PA 0327/07-10

Contractor: VRH Contract Number: BT-254.128

Location: PABT - Façade Improvement and Truss Painting
GC-VRH -41st St. and 8th Ave. St. Provide MOT, flagging for Port Chester Scaffold.

Man Power: 1-Super, 1-Labor, 6-Carpenter

Equipment: 1-AT, 1-AB, Signs, Drums.

1. Sub-Contractor: Port Chester Scaffold: 41st St. Install scaffold.

Man Power: 1-Labor

Equipment: 1-Truck, Hand Tools

Note: 1. 8th Ave. closed at 9:00PM; Re-open at 5:00AM. 41st St. Closed at 10:00PM, Re-open at 5:00AM.

2. The above work has been coordinated with PABT Operation 66.

Weather: 75 F Clear

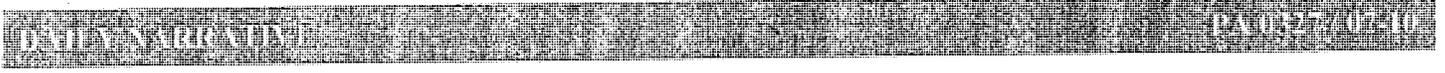
I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Shift 8:30PM-5:00AM

Date 06/01-02/11

Signed LEN B. ESPINAR Counter Signed [Signature]

Use form PA 316 to note labor, material or equipment usage.



Contractor: VRH Contract Number: BT-254.128

Location: PABT - Façade Improvement and Truss Painting

GC-VRH -41st St. and 8th Ave. St. Provide MOT, flagging for Port Chester Scaffold.

Man Power: 1-Super, 1-Labor, 7-Carpenter

Equipment: 1-AT, 1-AB, Signs, Drums.

1. Sub-Contractor: Port Chester Scaffold: 41st St. Install scaffold.

Man Power: 1-Labor

Equipment: 1-Truck, Hand Tools

Note: 1. 8th Ave. closed at 9:00PM; Re-open at 5:00AM. 41st St. Closed at 10:00PM, Re-open at 5:00AM.

2. The above work has been coordinated with PABT Operation 66.

Weather: 70 F Clear

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Shift 8:30PM-5:00AM

Date 05/31/11-06/01/11

Signed LEN B. ESPINAR Counter Signed [Signature]

Use form PA 316 to note labor, material or equipment usage.



Contractor: VRH Contract Number: BT-254.128

Location: PABT - Façade Improvement and Truss Painting

GC-VRH -41st St. and 8th Ave. St. Provide MOT, flagging for Port Chester Scaffold.

Man Power: 1-Super, 1-Labor, 6-Carpenter

Equipment: 1-AT, 1-AB, Signs, Drums.

1. Sub-Contractor: Port Chester Scaffold; 8th Ave. and 41st St. Install beams for sidewalk bridge/scaffold.

Man Power: 1-Labor

Equipment: 1-Truck, Hand Tools

Note: 1. 8th Ave. closed at 9:00PM; Re-open at 5:00AM. 41st St. Closed at 10:00PM, Re-open at 5:00AM.

2. The above work has been coordinated with PABT Operation 66.

Weather: 74 F Cloudy

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Shift 8:30PM-5:00AM

Date 05/27-28/11

Signed LEN B. ESPANER Counter Signed [Signature]

Use form PA 316 to note labor, material or equipment usage.



Contractor: VRH Contract Number: BT-254.128

Location: PABT - Façade Improvement and Truss Painting

GC-VRH -41st St. and 8th Ave. St. Provide MOT, flagging for Port Chester Scaffold.

Man Power: 1-Super, 1-Labor, 8-Carpenter

Equipment: 1-Crane, 1-AT, 1-AB, Signs, Drums.

1. Sub-Contractor: Port Chester Scaffold: 8th Ave. and 41st St. Install beams for sidewalk bridge/scaffold and delivery of materials.

Man Power: 1-Labor

Equipment: 1-Truck, Hand Tools

Note: 1. 8th Ave. closed at 9:00PM; Re-open at 5:00AM. 41st St. Closed at 10:00PM, Re-open at 4:30AM.

2. The above work has been coordinated with PABT Operation 66.

Weather: 69 F Clear

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Shift 8:30PM-5:00AM

Date 05/26-27/11

Signed LEN B. ESPINAR Counter Signed [Signature]

Use form PA 316 to note labor, material or equipment usage.

DATE: 05/25/11 PA 316 (Rev. 05/11)

Contractor: VRH Contract Number: BT-254.128

Location: PABT - Façade Improvement and Truss Painting

GC-VRH -41st St. and 8th Ave. St. Provide MOT, flagging for Port Chester Scaffold.

Man Power: 1-Super, 2-Labor, 8-Carpenter

Equipment: 1-Crane, 1-AT, 1-AB, Signs, Drums.

1. Sub-Contractor: Port Chester Scaffold: 8th Ave. and 41st St. Install beams for sidewalk bridge/scaffold and delivery of materials.

Man Power: 1-Labor

Equipment: 1-Truck, Hand Tools

2. Sub-Contractor: Stanco: 8th Ave. and 41st St. installing conduit pipes for sidewalk bridge lighting.

Man Power: 2-Electricians

Equipment: 1-Van, Hand Tools.

Note: 1. 8th Ave. closed at 9:00PM; Re-open at 5:00AM. 41st St. Closed at 10:00PM, Re-open at 4:30AM.

2. The above work has been coordinated with PABT Operation 66.

Weather: 65 F Clear

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Shift 8:30PM-5:00AM

Date 05/25-26/11

Signed LEN B. ESPINOSA Counter Signed X

Use form PA 316 to note labor, material or equipment usage.

DAILY NARRATIVE PA 03/17/07-10

Contractor: VRH Contract Number: BT-200.200 W.O.#30

Location: PABT - 1st Fl. Façade Improvements, Exterior Soffits & Lobby Ceiling Rehabilitation
GC-VRH - BT-8th Ave. and 41st St. MOT Protection and clean up for Sub-Contractor.

Manpower: 1-Mason Foreman, 1-Mason Foreman

Sub-Contractor: Morales: BT- 8th Ave. 41st St. painting on soffit.

Manpower: 1-Men

Weather: 35 F Cloudy

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Shift 8:30PM-5:00AM

Date 12/29-30/11

Signed LEN B. EXPNER Counter Signed X

Use form PA 316 to note labor, material or equipment usage.

DAILY NARRATIVE PA 03/17/10

Contractor: VRH Contract Number: BT-200.200 W.O.#30

Location: PABT - 1st Fl. Façade Imporvements, Exterior Soffits & Lobby Ceiling Rehabilitation

GC-VRH - BT-8th Ave. and 41st St. MOT Protection and clean up for Sub-Contractor.

Manpower: 1-Mason Foreman, 1-Mason Foreman

Sub-Contractor: Morales: BT- 8th Ave. 41st St. under soffit punch list work on lights.

Manpower: 2-Men

Note: This work has been coordinated with BT-66-Operations.

Weather: 57 F Rain

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Shift 8:30PM-5:00AM

Date 12/27-28/11

Signed LEN B. ESPINAR Counter Signed X

Use form PA 316 to note labor, material or equipment usage.



Contractor: VRH Contract Number: BT-200.200 W.O.#30

Location: PABT - 1st Fl. Façade Improvements, Exterior Soffits & Lobby Ceiling Rehabilitation

GC-VRH - BT-41st St. and 8th Ave. MOT Protection and clean up for Sub-Contractor.

Manpower: 1-Mason Foreman, 1-Mason Foreman

Sub-Contractor: Morales: BT- 8th Ave. 41st St. under soffit installed lighting.

Manpower: 2-Men

Note: This work has been coordinated with BT-66-Operations.

Weather: 61 Cloudy

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Shift 8:30PM-5:00AM

Date 12/06-07/11

Signed LEN B. ESPINOSA

Counter Signed

Use form PA 316 to note labor, material or equipment usage.



Contractor: VRH Contract Number: BT-200.200 W.O.#30

Location: PABT - 1st Fl. Façade Improvements, Exterior Soffits & Lobby Ceiling Rehabilitation
GC-VRH - BT-41st St. and 8th Ave. MOT Protection and clean up for Sub-Contractor.

Manpower: 1-Mason Foreman, 1-Mason Foreman

Sub-Contractor: Belt: BT- 8th Ave. 41st St. under soffit continue painting at lights.

Manpower: 2-Men

Note: This work has been coordinated with BT-66-Operations.

Weather: 52 Cloudy

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Shift 8:30PM-5:00AM

Date 12/05-06/11

Signed LEN B. ESPINER Counter Signed [Signature]

Use form PA 316 to note labor, material or equipment usage.

DAILY NARRATIVE PA 0827/07-10

Contractor: VRH Contract Number: BT-200.200 W.O.#30

Location: PABT - 1st Fl. Façade Improvements, Exterior Soffits & Lobby Ceiling Rehabilitation
GC-VRH - BT-41st St. and 8th Ave. MOT Protection and clean up for Sub-Contractor.

Manpower: 1-Mason Foreman, 1-Mason

Sub-Contractor: Belt: BT- 8th Ave. 41st St. under soffit start prime at lights.

Manpower: 2-Men

Note: This work has been coordinated with BT-66-Operations.

Weather: 43 Clear

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Shift 8:30PM-5:00AM

Date 12/02-03/11

Signed LEN E. ESPINER Counter Signed [Signature]



Contractor: VRH Contract Number: BT-200.200 W.O.#30

Location: PABT - 1st Fl. Façade Improvements, Exterior Soffits & Lobby Ceiling Rehabilitation

GC-VRH - BT-41st St. and 8th Ave. MOT Protection and clean up for Sub-Contractor.

Manpower: 1-Mason Foreman, 1-Mason

Sub-Contractor: Belt: BT- 8th Ave. 41st St. under soffit finish plaster at lights.

Manpower: 2-Men

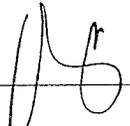
Note: This work has been coordinated with BT-66-Operations.

Weather: 45 Clear

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Shift 8:30PM-5:00AM

Date 12/01-02/11

Signed LEW B. ESPNER 

Counter Signed X

DAILY REPORT

EXP. 10/1/11

Contractor: VRH Contract Number: BT-200.200 W.O.#30

Location: PABT - 1st Fl. Façade Improvements, Exterior Soffits & Lobby Ceiling Rehabilitation

GC-VRH - BT-41st St. and 8th Ave. MOT Protection and clean up for Sub-Contractor.

Manpower: 1-Carpenter Foreman, 1-Mason

Sub-Contractor: Belt: BT- 8th Ave. 41st St. under soffit continue placing wire mesh and plastering lights.

Manpower: 3-Men

Note: This work has been coordinated with BT-66-Operations.

Weather: 45 Cloudy

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Shift 8:30PM-5:00AM

Date 11/30/11-12/01/11

Signed LEN B. ESPINER

Counter Signed X

Use form PA 316 to note labor, material or equipment usage.



Contractor: VRH Contract Number: BT-200.200 W.O.#30

Location: PABT - 1st Fl. Façade Improvements, Exterior Soffits & Lobby Ceiling Rehabilitation

GC-VRH - BT-41st St. and 8th Ave. MOT Protection and clean up for Sub-Contractor.

Manpower: 1-Carpenter Foreman, 1-Mason Foreman

Sub-Contractor: Belt: BT- 8th Ave. 41st St. under soffit continue plastering lights.

Manpower: 3-Men

Note: 41st St. and 8th Ave. closed at 12:00 Mid-night. PA Police on site. This work has been coordinated with BT-66-Operations.

Weather: 52 F Light Rain

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Shift 8:30PM-5:00AM

Date 11/29-30/11

Signed LEN B. ESPINER Counter Signed [Signature]

Use form PA 316 to note labor, material or equipment usage.

DATE: NARRATIVE: PROJECT: 11-28-2011

Contractor: VRH Contract Number: BT-200.200 W.O.#30

Location: PABT - 1st Fl. Façade Improvements, Exterior Soffits & Lobby Ceiling Rehabilitation

GC-VRH - BT-41st St. and 8th Ave. MOT Protection and clean up for Sub-Contractor.

Manpower: 1-Carpenter Foreman, 1-Mason Foreman

Sub-Contractor: Belt: BT- 8th Ave. 41st St. under soffit plaster lights.

Manpower: 3-Men

Note: 41st St. and 8th Ave. closed at 12:00 Mid-night. PA Police on site. This work has been coordinated with BT-66-Operations.

Weather: 64 F Clear

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Shift 8:30PM-5:00AM

Date 11/28-29/11

Signed LEN B. ESPINER

Counter Signed [Signature]

Use form PA 316 to note labor, material or equipment usage.

DATE: 11/16/11

Contractor: VRH Contract Number: BT-200.200 W.O.#30

Location: PABT - 1st Fl. Façade Imporvements, Exterior Soffits & Lobby Ceiling Rehabilitation
GC-VRH - BT-41st St. and 8th Ave. MOT Protection and clean up for Sub-Contractor. 41st St. saw cutting holes at soffit.

Manpower: 1-Carpenter Foreman, 1-Mason Foreman, 1-Mason

Sub-Contractor: Morales Electric: 41st and 8th Ave. under the soffit installed news light fixtures.

Manpower: 2-Men

Note: 41st St. and 8th Ave. closed at 12:00 Mid-night. PA Police on site. This work has been coordinated with BT-66-Operations.

Weather: 55 F Shower

(This section contains multiple blank lines for additional notes or observations.)

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Shift 8:30PM-5:00AM

Date 11/16-17/11

Signed LEN B. ESPINER *(Signature)*

Counter Signed X

Use form PA 316 to note labor, material or equipment usage.

DAILY REPORT

PA 027/07-10

Contractor: VRH Contract Number: BT-200.200 W.O.#30

Location: PABT - 1st Fl. Façade Imporvements, Exterior Soffits & Lobby Ceiling Rehabilitation
GC-VRH - BT-41st St. and 8th Ave. MOT Protection and clean up for Sub-Contractor. Chopped existing lights at North lobby.

Manpower: 1-Carpenter Foreman, 1-Mason Foreman, 1-Mason

Sub-Contractor: Morales Electric: 41st and 8th Ave. under the soffit installed news light fixtures.

Manpower: 2-Men

Note: 41st St. and 8th Ave. closed at 12:00 Mid-night. PA Police on site. This work has been coordinated with BT-66-Operations.

Weather: 60 Cloudy

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Shift 8:30PM-5:00AM

Date 11/15-16/11

Signed LEN E. ESPINOSA

Counter Signed X

Use form PA 316 to note labor, material or equipment usage.



Contractor: VRH Contract Number: BT-200.200 W.O.#30

Location: PABT - 1st Fl. Façade Improvements, Exterior Soffits & Lobby Ceiling Rehabilitation
GC-VRH - BT-41st St. and 8th Ave. MOT Protection and clean up for Sub-Contractor.

Manpower: 1-Carpenter Foreman, 1-Mason Foreman

Sub-Contractor: Morales Electric: 41st and 8th Ave. start removing light in soffit.

Manpower: 2-Men

Note: 41st St. and 8th Ave. closed at 12:00 Mid-night. PA Police on site. This work has been coordinated with BT-66-Operations.

Weather: 62 Cloudy

Multiple horizontal lines for additional notes or observations.

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Shift 8:30PM-5:00AM

Date 11/14-15/11

Signed LEN E. ESPINOSA Counter Signed [Signature]

Use form PA 316 to note labor, material or equipment usage.

DATE: 11/11/11

Contractor: VRH Contract Number: BT-200.200 W.O.#30

Location: PABT - 1st Fl. Façade Improvements, Exterior Soffits & Lobby Ceiling Rehabilitation
GC-VRH - BT-41st St. and 8th Ave. soffit continue saw cutting and demo area around lights fixture for replacement.

Manpower: 1-Mason Tender Foreman, 1- Mason

Note: 41st St. and 8th Ave. closed at 12:00 Mid-night. PA Police on site. This work has been coordinated with BT-66-Operations.

Weather: 39 Clear

(This section contains multiple horizontal lines for additional notes or details.)

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Shift 8:30PM-5:00AM

Date 11/11-12/11

Signed LESLIE B. ESPINER Counter Signed X

Use form PA 316 to note labor, material or equipment usage.



Contractor: VRH Contract Number: BT-200.200 W.O.#30

Location: PABT - 1st Fl. Façade Imporvements, Exterior Soffits & Lobby Ceiling Rehabilitation
GC-VRH - BT-41st St. and 8th Ave. soffit continue saw cutting and demo area around lights fixture for replacement.

Manpower: 1-Carpenter Foreman, 1-Mason Tender Foreman, 1- Mason

Note: 41st St. and 8th Ave. closed at 12:00 Mid-night. PA Police on site. This work has been coordinated with BT-66-Operations.

Weather: 45 Cloudy

Lined area for notes or additional information.

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Shift 8:30PM-5:00AM

Date 11/10-11/11

Signed LEN B. ESPINAR Counter Signed [Signature]

Use form PA 316 to note labor, material or equipment usage.

DATE: 11/09/11

PA 027/07-10

Contractor: VRH Contract Number: BT-200.200 W.O.#30

Location: PABT - 1st Fl. Façade Imporvements, Exterior Soffits & Lobby Ceiling Rehabilitation
GC-VRH - BT-41st St. and 8th Ave. soffit start saw cutting light for demo.

Manpower: 1-Carpenter Foreman, 1-Mason Tender Foreman, 1- Mason

Note: 41st St. and 8th Ave. closed at 12:00 Mid-night. PA Police on site. This work has been coordinated with BT-66-Operations.

Weather: 56 Cloudy

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Shift 8:30PM-5:00AM

Date 11/09-10/11

Signed LEN B. ESPINER Counter Signed [Signature]

Use form PA 316 to note labor, material or equipment usage.

DAILY NARRATIVE

PA 0327-07-11

Contractor: VRH Contract Number: BT 200.200 WO #30

Location: PABT Façade Improvements: Exterior Soffits and Lobby Ceiling Rehabilitation

VRH (2 Laborers)

Provided MOT protection and cleaned up plaster debris and old lighting left by Morales on 40th Street

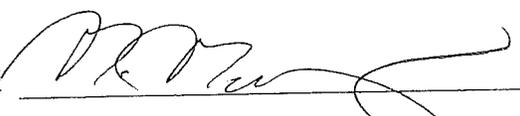
Morales Electric (1 Foreman, 1 Journeyman)

Removed existing exterior soffit fixtures over 41st Street and 8th Ave.

I certify that I have read the applicable paragraphs from the PA Construction Standards manual pertaining to the work/tests described above.

Shift 7:00 AM to 3:30 PM

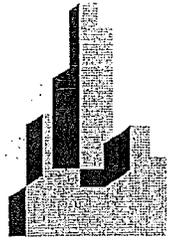
Date 10/01/11

Signed 

Counter Signed 

Use form PA 316 to note labor, material or equipment usage.

TRANSMITTAL



VRH
CONSTRUCTION CORP.
General Contractors &
Construction Managers

To	Aram Kaprielian	cc	Mike Murray & File
From	Emily Fernandez <i>EF</i>		<i>loop gjen</i>
Subject	BT. 200.200.WO # 21 - Permits <i>w.o. #1</i>		
Date	7/6/10		

Aram,

In reference to the above-captioned work order, attached please find copies of the permits renewed on 7/1/10. The permits are set to expire on 9/30/10.

Thank you.

ARE	SEC	RE	AVE	OF	CE
THE PORT AUTHORITY OF NY & NJ PABT ENGINEERING FIELD OFFICE					
JUL 09 2010					
FILE					

**
cc transmitted
PS
Poolloop
12*

c/o The Port Authority of NY & NJ
625 Eighth Avenue, 1st Fl. Air Rights Room
New York, NY
10018

Phone
212.629.6187

Fax
212.629.9243



New York City Department of Transportation

PERMIT # : A02-2010183-105
RECORDED # : NONE
PREVIOUS # : A02-2010091-238

BOUGH : MANHATTAN
DISTRICT : 32
COM. BOARD : 4

BUILDING OPERATION PERMIT
PERMIT VALID FROM 07/02/2010 TO 09/30/2010

FEES (NON-REFUNDABLE):
ADMIN \$**50.00
REISSUE

PERMIT TYPE : 0211
ROADWAY TYPE : ASPHALT
SIDEWALK TYPE :
ISSUE DATE : 07/02/2010

TOTAL FEE \$***50.00 FEE WAIVED

PERMISSION HEREBY GRANTED TO :
NAME : VRH CONSTRUCTION CORP.
CONTACT NAME : ROBERT WORTMAN
PHONE : (201) 871-4422
ADDRESS : 320 GRAND AVENUE ENGLEWOOD NJ 07631
PA OF NY & NJ CONTRACTOR

LICENSE # :
CONTRACT # : B1200-200

TO OCCUPY THE ROADWAY IN FRONT OF :
HOUSE # :
ON STREET : WEST 41 STREET
FROM STREET : 8 AVENUE
TO STREET : 9 AVENUE

FOR THE PURPOSE OF : OCCUPANCY OF ROADWAY AS STIPULATED
ROLLARDS
A05B841
A05N2841

COPY
*** SEE PAGE 2 FOR STIPULATIONS ***
PERMIT ORIGINALLY PRINTED ON 07/02/2010 AT 11:41 AM BY JUSTIN KANTON PERM COLLEGE AD
PAGE 1 OF 1

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.


COMMISSIONER
PER _____



New York City
Department of Transportation

BOROUGH : MANHATTAN
INSPECT DIST : 32
COMM. BOARD : 4

PERMIT # : N02-2010183-105
RECORDED # : NONE
PREVIOUS # : N02-2010091-238

BUILDING OPERATION PERMIT
PERMIT VALID FROM 07/02/2010 TO 09/30/2010

ALL WORK MUST ADHERE TO THE FOLLOWING STIPULATIONS : 038 066 091 103 410
SCHOOL HQ001 NOISE1

- SPECIFIC STIPULATIONS : JB AS PER NEC 07-215
- 038 OCMC-STREE WARNING SIGNS AND TRAFFIC SAFETY DEVICES SHALL BE PROVIDED, INSTALLED, MAINTAINED AND REMOVED BY THE PERMITTEE IN ACCORDANCE WITH THE "FEDERAL MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES". THE MANUAL MAY BE OBTAINED AT [HTTP://MUTCD.FHWA.DOT.GOV](http://mutcd.fhwa.dot.gov)
 - 066 OCMC-STREE DO NOT PLACE MATERIALS, TRAILERS, CRANES, CONTAINERS, OR EQUIPMENT IN FRONT OF DRIVEWAYS, BUS STOPS, WITHIN FIFTEEN FEET OF A FIRE HYDRANT, IN AUTHORIZED PARKING ZONES OR BLOCKING ACCESS TO DEEP WATER TESTING BOXES. IF WORK IS DIRECTLY IN ABOVE AREAS, MAY BE IN VICINITY DURING STIPULATED WORK HOURS BUT NOT WHEN SITE IS UNATTENDED.
 - 091 OCMC-STREE THIS PERMIT ACTIVITY MAY NOT START UNTIL THE PERMITTEE COORDINATES ALL WORK WITH ANY ONGOING CONSTRUCTION & WITH THE PROJECT/RESIDENT ENGINEER FOR ANY ONGOING CAPITAL PROJECTS.
 - 103 OCMC-STREE PARKING OF PRIVATE VEHICLES ON THE STREET (ROADWAY AND SIDEWALK) WORK AREAS IS PROHIBITED.
 - 410 OCMC-STREE VARIANCE GRANTED TO WORK DURING THE "HOLIDAY" EMBARGO-NOVEMBER TO JANUARY, AS STIPULATED BY THE O.C.M.C. OFFICE.

*** SEE PAGE 3 FOR STIPULATIONS ***
COPY
PERMIT ORIGINALLY PRINTED ON 07/02/2010 AT 11:42 BY JUSTIN WATSON PERMIT COLLEGE AND
PAGE 2 OF 3

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.


COMMISSIONER
PER 



NYS LAW
Call 1-800-272-4480 before Street Opening/Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City
Department of Transportation

BOUGH : MANHATTAN
IPECT DIST : 32
C.M. BOARD : 4

PERMIT # : NO2-2010183-105
RECORDED # : NONE
PREVIOUS # : NO2-2010091-238

BUILDING OPERATION PERMIT
PERMIT VALID FROM 07/02/2010 TO 09/30/2010

SCHOOL OCNC STREET

NO WORK TO BE PERFORMED WITHIN BLOCK FRONTING SCHOOL INCLUDING INTERSECTIONS FOR ONE HOUR PRIOR TO SCHOOL START TIME THROUGH ONE HOUR AFTER END OF SCHOOL TIME. PERMITTEE MUST NOTIFY SCHOOL PRINCIPAL IN WRITING 48 HOURS PRIOR TO BEGINNING ANY WORK. THIS STIP VOIDS ANY/ ALL OTHER CONFLICTING STIPS ON THIS PERMIT UNLESS ACCOMPANIED WITH VARIANCE STIP VARD001

HQAD1 OCNC STREET

THIS PERMIT ONLY ALLOWS FOR THE CLOSURE OF A ROADWAY OR SIDEWALK AS STIPULATED. ANY STORAGE OF MATERIAL OR STORAGE OF EQUIPMENT REQUIRES A SEPARATE PERMIT.

NOISE1 OCNC STREET

BY SUBMITTING THIS APPLICATION AND/OR RE-NEWAL REQUEST, THE PERMITTEE CERTIFIES ITS COMPLIANCE WITH ALL APPLICABLE CITYWIDE CONSTRUCTION NOISE MITIGATION REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THE DEVELOPMENT OF A COMPLIANT NOISE MITIGATION OR ALTERNATIVE NOISE MITIGATION PLAN. PLEASE CONTACT THE NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION (WWW.NYC.GOV/DE.P) FOR FURTHER INFORMATION.

PERMIT ORIGINALLY PRINTED ON 07/02/2010 AT 11:41 BY JUSTIN NANTON PRMT COLLEGE AD

PAGE 3 OF 3

COPY

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

COMMISSIONER



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City Department of Transportation

PERMIT # : N02-2010183-102
RECORDED # : 0000000
PREVIOUS # : N02-2010091-235

ENOUGH : MANHATTAN
INSPECT DIST: 32
CON. BOARD : 4

BUILDING OPERATION PERMIT
PERMIT VALID FROM 07/02/2010 TO 09/30/2010

FEES (NON-REFUNDABLE):
ADMIN \$**50.00
REISSUE

PERMIT TYPE : 0204
ROADWAY TYPE : ASPHALT
SIDEWALK TYPE : CONCRETE
ISSUE DATE : 07/02/2010

TOTAL FEE \$***50.00 FEE WAIVED

PERMISSION HEREBY GRANTED TO:
NAME : VRH. CONSTRUCTION CORP.
CONTACT NAME : ROBERT WORTMAN
PHONE : (201) 871-4422
ADDRESS : 320 GRAND AVENUE ENGLEWOOD NJ 07631
PA OF NY & NJ CONTRACTOR

LICENSE # :
CONTRACT # : BT200.200

TO OCCUPY THE ROADWAY AND/OR SIDEWALK IN FRONT OF:
HOUSE # :
ON STREET : WEST 41 STREET
FROM STREET : 8 AVENUE
TO STREET : 9 AVENUE

FOR THE PURPOSE OF : PLACE EQUIPMENT OTHER THAN CRANE OR SHOVL
BOLLARDS
N0SB4841
N0SN2841

COPY

SEE PAGE 2 FOR SPECIFICATIONS
PERMIT ORIGINALLY PRINTED ON 07/02/2010 AT 11:41 BY JUSTIN NANTON PERM COLLEGE AD
PAGE 1 OF 3

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

COMMISSIONER
PER _____



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City Department of Transportation

BOROUGH : MANHATTAN
DISTRICT : 32
COM. BOARD : 4

PERMIT # : M02-2010103-102
RECORDED # : 00000000
PREVIOUS # : M02-2010091-236

BUILDING OPERATION PERMIT
PERMIT VALID FROM 07/02/2010 TO 09/30/2010

ALL WORK MUST ADHERE TO THE FOLLOWING STIPULATIONS : 038 066 091 103 410
SCHOOL NOISE1 0CNC19

SPECIFIC STIPULATIONS : JB AS PER NEC07-215
038 0CNC-STREE WARNING SIGNS AND TRAFFIC SAFETY DEVICES SHALL BE PROVIDED, INSTALLED, MAINTAINED AND REMOVED BY THE PERMITEE IN ACCORDANCE WITH THE "FEDERAL MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES". THE MANUAL MAY BE OBTAINED AT [HTTP://MUTCD.FHWA.DOT.GOV](http://mutcd.fhwa.dot.gov)

066 0CNC-STREE DO NOT PLACE MATERIALS, TRAILERS, CRANES, CONTAINERS, OR EQUIPMENT IN FRONT OF DRIVEWAYS, BUS STOPS, WITHIN FIFTEEN FEET OF A FIRE HYDRANT, IN AUTHORIZED PARKING ZONES OR BLOCKING ACCESS TO DEPTH TESTING BOXES. IF WORK IS DIRECTLY IN ABOVE AREAS, MAY BE IN VICINITY DURING STIPULATED WORK HOURS BUT NOT WHEN SITE IS UNATTENDED.

091 0CNC-STREE THIS PERMIT ACTIVITY MAY NOT START UNTIL THE PERMITEE COORDINATES ALL WORK WITH ANY ONGOING CONSTRUCTION & WITH THE PROJECT/RESIDENT ENGINEER FOR ANY ONGOING CAPITAL PROJECTS.

103 0CNC-STREE PARKING OF PRIVATE VEHICLES ON THE STREET (ROADWAY AND SIDEWALK) WORK AREAS IS PROHIBITED.

410 0CNC-STREE VARIANCE GRANTED TO WORK DURING THE "HOLIDAY" EMBARGO-NOVEMBER TO JANUARY, AS STIPULATED BY THE O.C.M.C. OFFICE.

COPY
*** SEE PAGE 3 FOR STIPULATIONS ***
PERMIT ORIGINAL # 07/02/2010 RT 10341 BY TUSTON NANTON PRMT COLLEGE 00
PAGE 2 OF 3

PERMITEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

COMMISSIONER

PER _____



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City
Department of Transportation

BOOUGH : MANHATTAN
DISTRICT : 32
COM. BOARD : 4

PERMIT # : M02-2010183-102
RECORDED # : 0000000
PREVIOUS # : M02-2010091-236

BUILDING OPERATION PERMIT
PERMIT VALID FROM 07/02/2010 TO 09/30/2010

SCHOOL OCNC STREE

NO WORK TO BE PERFORMED WITHIN BLOCK FRONTING SCHOOL INCLUDING INTERSECTIONS FOR ONE HOUR PRIOR TO SCHOOL START TIME THROUGH ONE HOUR AFTER END OF SCHOOL TIME. PERMITTEE MUST NOTIFY SCHOOL PRINCIPAL IN WRITING 48 HOURS PRIOR TO BEGINNING ANY WORK. THIS STIP VOIDS ANY/ ALL OTHER CONFLICTING STIPS ON THIS PERMIT UNLESS ACCOMPANIED WITH VARIANCE STIP VARI01.

NOISE1 OCNC STREE

BY SUBMITTING THIS APPLICATION AND/OR RENEWAL REQUEST, THE PERMITTEE CERTIFIES ITS COMPLIANCE WITH ALL APPLICABLE CITYWIDE CONSTRUCTION NOISE MITIGATION REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THE DEVELOPMENT OF A COMPLIANT NOISE MITIGATION OR ALTERNATIVE NOISE MITIGATION PLAN. PLEASE CONTACT THE NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION (WWW.NYC.GOV/DEP) FOR FURTHER INFORMATION.

OCNC19 OCNC STREE

WORK IN ACCORDANCE WITH OCNC STIP SHEET AND LOCATION SHEET WHICH MUST BE ATTACHED TO PERMIT AND ON SITE.

PERMIT ORIGINALLY PRINTED ON 07/02/2010 AT 11:41 BY JUSTIN HANTON PRNT COLLEGE AD

PAGE 3 OF 3

COPY

COMMISSIONER

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

PER



NYS LAW
Call 1-800-272-4480 before Street Opening, Excavations
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City Department of Transportation

BOOROUGH : MANHATTAN
INSPECT DIST: 32
COM. BOARD : 4

PERMIT # : NO2-2010183-104
RECORDED # : 00000000
PREVIOUS # : NO2-2010091-237

BUILDING OPERATION PERMIT
PERMIT VALID FROM 07/02/2010 TO 09/30/2010

FEES (NON-REFUNDABLE):
ADMIN : \$**50.00
REISSUE

PERMIT TYPE : 0215
ROADWAY TYPE :
SIDEWALK TYPE : CONCRETE
ISSUE DATE : 07/02/2010

TOTAL FEE \$***50.00 FEE WAIVED

PERMISSION HEREBY GRANTED TO :
NAME : VRH CONSTRUCTION CORP.
CONTACT NAME : ROBERT MORTMAN
PHONE : (201) 871-6422
ADDRESS : 320 GRAND AVENUE ENGLEWOOD NJ 07631
PR OF NY & NJ CONTRACTOR

LICENSE # :
CONTRACT # : BT200-200

TO OCCUPY THE SIDEWALK IN FRONT OF :
HOUSE # :
ON STREET : WEST 41 STREET
FROM STREET : 8 AVENUE
TO STREET : 9 AVENUE

FOR THE PURPOSE OF : OCCURANCY OF SIDEWALK AS STIPULATED
BOLLARDS
MOSB&B11
MOSH2841

COPY
*** SEE PAGE 2 FOR STIPULATIONS ***
PERMIT ORIGINAL PRINTED ON 07/02/2010 AT 11:41 BY JUSTIN HANTON PRINT COLLEGE NJ
PAGE 1 OF 1

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

COMMISSIONER
PER _____



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City
Department of Transportation

BOOUGH : MANHATTAN
INSPECT DIST: 32
CON. BOARD : 4

PERMIT # : M02-2010183-104
RECORDED # : 00000000
PREVIOUS # : M02-2010091-237

BUILDING OPERATION PERMIT
PERMIT VALID FROM 07/02/2010 TO 09/30/2010

ALL WORK MUST ADHERE TO THE FOLLOWING STIPULATIONS : 038 066 091 103 410
SCHOOL HI0001 NOISE1 OCNC19

SPECIFIC STIPULATIONS : JB AS PER NECO7-215
038 OCNC-STREE WARNING SIGNS AND TRAFFIC SAFETY DEVICES SHALL BE PROVIDED, INSTALLED, MAINTAINED AND REMOVED BY THE PERMITTEE IN ACCORDANCE WITH THE "FEDERAL MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES". THE MANUAL MAY BE OBTAINED AT [HTTP://MUTCD.FHWA.DOT.GOV](http://mutcd.fhwa.dot.gov)

066 OCNC-STREE DO NOT PLACE MATERIALS, TRAILERS, CRANES, CONTAINERS, OR EQUIPMENT IN FRONT OF DRIVEWAYS, BUS STOPS, WITHIN FIFTEEN FEET OF A FIRE HYDRANT, IN AUTHORIZED PARKING ZONES OR BLOCKING ACCESS TO DEP WATER TESTING BOXES. IF WORK IS DIRECTLY IN ABOVE AREAS, MAY BE IN VICINITY DURING STIPULATED WORK HOURS BUT NOT WHEN SITE IS UNATTENDED.

091 OCNC-STREE THIS PERMIT ACTIVITY MAY NOT START UNTIL THE PERMITTEE COORDINATES ALL WORK WITH ANY ONGOING CONSTRUCTION & WITH THE PROJECT/RESIDENT ENGINEER FOR ANY ONGOING CAPITAL PROJECTS.

103 OCNC-STREE PARKING OF PRIVATE VEHICLES ON THE STREET (ROADWAY AND SIDEWALK) WORK AREAS IS PROHIBITED.

410 OCNC-STREE VARIANCE GRANTED TO WORK DURING THE "HOLIDAY" EMBARGO-NOVEMBER TO JANUARY AS STIPULATED BY THE O.C.N.C. OFFICE.

COPY
*** SEE PAGE 3 FOR STIPULATIONS ***
PERMIT ORIGINALLY PRINTED ON 07/02/2010 AT 11:41 BY JUSTIN HANON PERM COLLEGE MO
PAGE 2 OF 3

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.


COMMISSIONER
PER _____



NYS LAW
Call 1-800-272-4480 before Street Opening/Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City
Department of Transportation

BOOUGH : MANHATTAN
INSPECT DIST: 32
COM. BOARD : 4

PERMIT # : N02-2010183-104
RECORDED # : 00000000
PREVIOUS # : N02-2010091-237

BUILDING OPERATION PERMIT
PERMIT VALID FROM 07/02/2010 TO 09/30/2010

SCHOOL OCNC STREE

NO WORK TO BE PERFORMED WITHIN BLOCK FRONTING SCHOOL INCLUDING INTERSECTIONS FOR ONE HOUR PRIOR TO SCHOOL START TIME THROUGH ONE HOUR AFTER END OF SCHOOL TIME. PERMITTEE MUST NOTIFY SCHOOL PRINCIPAL IN WRITING 48 HOURS PRIOR TO BEGINNING ANY WORK. THIS STIP VOIDS ANY/ ALL OTHER CONFLICTING STIPS ON THIS PERMIT UNLESS ACCOMPANIED WITH VARIANCE STIP VARIOL.

HIQAD1 OCNC STREE

THIS PERMIT ONLY ALLOWS FOR THE CLOSURE OF A ROADWAY OR SIDEWALK AS STIPULATED. ANY STORAGE OF MATERIAL OR STORAGE OF EQUIPMENT REQUIRES A SEPARATE PERMIT.

NOISE1 OCNC STREE

BY SUBMITTING THIS APPLICATION AND/OR RE NEWAL REQUEST, THE PERMITTEE CERTIFIES ITS COMPLIANCE WITH ALL APPLICABLE CITYWIDE CONSTRUCTION NOISE MITIGATION REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THE DEVELOPMENT OF A COMPLIANT NOISE MITIGATION OR ALTERNATIVE NOISE MITIGATION PLAN. PLEASE CONTACT THE NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION (WWW.NYC.GOV/DEP) FOR FURTHER INFORMATION.

OCNC19 OCNC-STREE

WORK IN ACCORDANCE WITH OCNC STIP SHEET AND LOCATION SHEET WHICH MUST BE ATTACHED TO PERMIT AND ON SITE.

PERMIT ORIGINALLY PRINTED ON 07/02/2010 AT 11:41 BY JUSTIN NANTON PRMT COLLEGE-AD

PAGE 9 OF 3

COPY

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.


COMMISSIONER
PER _____



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City Department of Transportation

Borough: MANHATTAN
District: 32
Construction Board: 4

PERMIT # : NO4-2010183-013
RECORDED # : NONE
PREVIOUS # : NO4-2010091-015

SIDEWALK CONSTRUCTION PERMIT
PERMIT VALID FROM 07/02/2010 TO 09/30/2010

FEES (NON-REFUNDABLE):
ADMIN \$*210.00
REISSUE

PERMIT TYPE : 0401
ROADWAY TYPE :
SIDEWALK TYPE : CONCRETE
ISSUE DATE : 07/02/2010

TOTAL FEE \$**210.00 FEE WAIVED

PERMISSION HEREBY GRANTED TO :
NAME : VRH CONSTRUCTION CORP.
CONTACT NAME : ROBERT WORTMAN
PHONE : (201) 871-4422
ADDRESS : 320 GRAND AVENUE ENGLEWOOD NJ 07631
PA. OF NY & NJ CONTRACTOR

LICENSE # :
CONTRACT # : BT200-200

TO OPEN THE SIDEWALK AT :
HOUSE # :
ON STREET : WEST 41 STREET
FROM STREET : 8 AVENUE
TO STREET : 9 AVENUE

FOR A MAXIMUM LENGTH OF 200 FEET
FOR THE PURPOSE OF : REPAIR SIDEWALK

COPY

PERMIT ORIGINALLY PRINTED ON 07/02/2010 AT 11:30 BY JUSTIN HANCOCK PERI COLLEGE PD

PAGE 1 OF 3

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.


COMMISSIONER
PER _____



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City
Department of Transportation

Borough : MANHATTAN
Inspect Dist: 32
Comm. Board : 4

PERMIT # : N04-2010183-013
RECORDED # : NONE
PREVIOUS # : N04-2010091-015

SIDEWALK CONSTRUCTION PERMIT
PERMIT VALID FROM 07/02/2010 TO 09/30/2010

ALL WORK MUST ADHERE TO THE FOLLOWING STIPULATIONS : 038 066 091 103 107 410
SCHOOL NOISE1 0CNC20

SPECIFIC STIPULATIONS : JB/ WK AS PER ATT. STIP REC 07215
038 OCNC-STREE WARNING SIGNS AND TRAFFIC SAFETY DEVICES SHALL BE PROVIDED, INSTALLED, MAINTAINED AND REMOVED BY THE PERMITEE IN ACCORDANCE WITH THE "FEDERAL MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES". THE MANUAL MAY BE OBTAINED AT [HTTP://MUTCD.FHWA.DOT.GOV](http://mutcd.fhwa.dot.gov)

066 OCNC-STREE DO NOT PLACE MATERIALS, TRAILERS, CRANES, CONTAINERS, OR EQUIPMENT IN FRONT OF DRIVEWAYS, BUS STOPS, WITHIN FIFTEEN FEET OF A FIRE HYDRANT, IN AUTHORIZED PARKING ZONES OR BLOCKING ACCESS TO DEPTH WATER TESTING BOXES. IF WORK IS DIRECTLY IN ABOVE AREAS, MAY BE IN VICINITY DURING STIPULATED WORK HOURS BUT NOT WHEN SITE IS UNATTENDED.

091 OCNC-STREE THIS PERMIT ACTIVITY MAY NOT START UNTIL THE PERMITEE COORDINATES ALL WORK WITH ANY ONGOING CONSTRUCTION & WITH THE PROJECT/RESIDENT ENGINEER FOR ANY ONGOING CAPITAL PROJECTS.

037 OCNC-STREE SECTION 24-224 ADMINISTRATIVE CODE VARIANCE GRANTED FOR HOURS AND DAYS STIPULATED HEREIN

103 OCNC-STREE PARKING OF PRIVATE VEHICLES ON THE STREET (ROADWAY AND SIDEWALK) WORK AREAS IS PROHIBITED.

107 OCNC-STREE LOADING AND UNLOADING, STANDING OR PARKING IN A LANE ADJACENT TO THE WORK ZONE IN THE ROADWAY IS PROHIBITED. THIS APPLIES TO PERMITEES AND ALL OF THEIR SUBCONTRACTORS.

410 OCNC-STREE VARIANCE GRANTED TO WORK DURING THE "HOLIDAY" EMPHASIS NOVEMBER TO JANUARY AS STIPULATED BY THE D.C.C.O. OFFICE.



SEE PAGE 3 FOR STIPULATIONS

PERMIT ORIGINALLY PRINTED ON 07/02/2010 AT 11:39 AM BY JUSTIN WANTON PRINT COLLEGE AD

PERMITEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.


COMMISSIONER
PER _____





New York City
Department of Transportation

BOOUGH : MANHATTAN
INSPECT DIST: 32
C.M. BOARD : 4

PERMIT # : NO4-2010183-013
RECORDED # : NONE
PREVIOUS # : NO4-2010091-015

SIDEWALK CONSTRUCTION PERMIT
PERMIT VALID FROM 07/02/2010 TO 09/30/2010

SCHOOL OCRC STREET

NO WORK TO BE PERFORMED WITHIN BLOCK FRONTING SCHOOL INCLUDING INTERSECTIONS FOR ONE HOUR PRIOR TO SCHOOL START TIME THROUGH ONE HOUR AFTER END OF SCHOOL TIME. PERMITTEE MUST NOTIFY SCHOOL PRINCIPAL IN WRITING 48 HOURS PRIOR TO BEGINNING ANY WORK. THIS STEP VOIDS ANY/ALL OTHER CONFLICTING STIPS ON THIS PERMIT UNLESS ACCOMPANIED WITH VARIANCE STIP VARIATION.

NOISE I OCRC STREET

BY SUBMITTING THIS APPLICATION AND/OR RENEWAL REQUEST, THE PERMITTEE CERTIFIES ITS COMPLIANCE WITH ALL APPLICABLE CITY/MT DE CONSTRUCTION NOISE MITIGATION REQUIREMENTS INCLUDING BUT NOT LIMITED TO THE DEVELOPMENT OF A COMPLIANT NOISE MITIGATION OR ALTERNATIVE NOISE MITIGATION PLAN. PLEASE CONTACT THE NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION (WWW.NYC.GOV/DE.P) FOR FURTHER INFORMATION.

OCRC2D OCRC-STREE

WORK IN ACCORDANCE WITH OCRC STIP SHEET WHICH MUST BE ATTACHED TO PERMIT AND ON SITE.

PERMIT ORIGINALLY PRINTED ON 07/02/2010 AT 11:39 BY JUSTIN HANTON PRMT COLLEGE AD

PAGE 3 OF 3

COPY

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

COMMISSIONER



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City Department of Transportation

PERMIT # : K01-2010182-063
RECORDED # : NONE
PREVIOUS # : K01-2010091-255

borough : MANHATTAN
INSPECT DIST: 32
CASH BOARD : 4

STREET OPENING PERMIT
PERMIT VALID FROM 07/01/2010 TO 09/30/2010

FEES (NON-REFUNDABLE):
ADMIN \$405.00
INSPECT
REISSUE

PERMIT TYPE : Q19
ROADWAY TYPE : ASPHALT
SIDEWALK TYPE
ISSUE DATE : 07/01/2010

TOTAL FEE \$***405.00 FEE WAIVED

PERMISSION HEREBY GRANTED TO :
NAME : V&H CONSTRUCTION CORP.
CONTACT NAME : ROBERT WORTMAN
PHONE : (201) 871-4422
ADDRESS : 320 GRAND AVENUE ENGLEWOOD NJ 07631
PA OF NY & NJ CONTRACTOR

LICENSE # :
CONTRACT # : 87200.200

TO OPEN THE ROADWAY AT :
HOUSE # :
ON STREET : WEST 41 STREET
FROM STREET : 8 AVENUE
TO STREET : 9 AVENUE

FOR A MAXIMUM LENGTH OF 200 FEET
FOR THE PURPOSE OF : PAVE STREET W/ ENGINEERING & INSP FEE

*** SEE PAGE 2 FOR STIPULATIONS ***
PERMIT ORIGINALLY CREATED ON 07/01/2010 AT 12:50 BY JUSTIN HANFON PERM COLLECTOR AD
PAGE 1 OF 3
COPY

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.


COMMISSIONER
PER _____



NYS LAW
Call 1-800-272-4480 before Street Opening/Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City Department of Transportation

Borough : MANHATTAN
Inspect Dist: 32
Comm. Board : 4

PERMIT # : N01-2010182-063
RECORDED # : NONE
PREVIOUS # : N01-2010091-255

STREET OPENING PERMIT
PERMIT VALID FROM 07/01/2010 TO 09/30/2010

ALL WORK MUST ADHERE TO THE FOLLOWING STIPULATIONS : 038 091 066 037 103 107 410
SCHOOL WAGE01 WAGE02 NOISE1 OCNC20

SPECIFIC STIPULATIONS : 38/ WK AS PER ATT. STIP SHEET NEG07215
038 OCNC-STREE WARNING SIGNS AND TRAFFIC SAFETY DEVICES SHALL BE PROVIDED, INSTALLED, MAINTAINED AND REMOVED BY THE PERMITTEE IN ACCORDANCE WITH THE "FEDERAL MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES". THE MANUAL MAY BE OBTAINED AT [HTTP://MUTCD.FHWA.DOT.GOV](http://mutcd.fhwa.dot.gov)

091 OCNC-STREE THIS PERMIT ACTIVITY MAY NOT START UNTIL THE PERMITTEE COORDINATES ALL WORK WITH ANY ONGOING CONSTRUCTION & WITH THE PROJECT/RESIDENT ENGINEER FOR ANY ONGOING CAPITAL PROJECTS.

066 OCNC-STREE DO NOT PLACE MATERIALS, TRAILERS, CRANES, CONTAINERS, OR EQUIPMENT IN FRONT OF DRIVEWAYS, BUS STOPS, WITHIN FIFTEEN FEET OF A FIRE HYDRANT, IN AUTHORIZED PARKING ZONES OR BLOCKING ACCESS TO DEP WATER TESTING BOXES. IF WORK IS DIRECTLY IN ABOVE AREAS, MAY BE IN VICINITY DURING STIPULATED WORK HOURS BUT NOT WHEN SITE IS UNATTENDED.

037 OCNC-STREE SECTION 24-224 ADMINISTRATIVE CODE VARIANCE GRANTED FOR HOURS AND DAYS STIPULATED HEREIN

103 OCNC-STREE PARKING OF PRIVATE VEHICLES ON THE STREET (ROADWAY AND SIDEWALK) WORK AREAS IS PROHIBITED.

107 OCNC-STREE LOADING AND UNLOADING, STANDING OR PARKING IN A LANE ADJACENT TO THE WORK ZONE IN THE ROADWAY IS PROHIBITED. THIS APPLIES TO PERMITTEES AND ALL OF THEIR SUBCONTRACTORS.

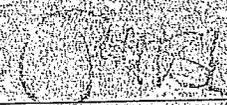
410 OCNC-STREE VARIANCE GRANTED TO WORK DURING THE "HOLIDAY" HOURS NOVEMBER TO JANUARY AS STIPULATED BY THE V.C.H.C. OFFICE

COPY

SEE PAGE 3 FOR STIPULATIONS

PERMIT ORIGINALLY PRINTED ON 07/01/2010 AT 12:50 BY JUBBIN NANTON PRINT COLLEGE AD

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.


COMMISSIONER
PER 



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City Department of Transportation

Borough: MANHATTAN
District: 32
Comm. Board: 4

Permit #: N01-2010182-063
Recorded #: NONE
Previous #: N01-2010091-255

STREET OPENING PERMIT
PERMIT VALID FROM 07/01/2010 TO 09/30/2010

SCHOOL OCNC STREE

NO WORK TO BE PERFORMED WITHIN BLOCK FRONTING SCHOOL INCLUDING INTERSECTIONS FOR ONE HOUR PRIOR TO SCHOOL START TIME THROUGH ONE HOUR AFTER END OF SCHOOL TIME. PERMITTEE MUST NOTIFY SCHOOL PRINCIPAL IN WRITING 48 HOURS PRIOR TO BEGINNING ANY WORK. THIS STIP VOIDS ANY/ ALL OTHER CONFLICTING STIPS ON THIS PERMIT UNLESS ACCOMPANIED WITH VARIANCE STIP VAD001

WAGED1 WAGE STATE

NYC ADMINISTRATIVE CODE 19-142, WORKERS ON EXCAVATIONS: A PERSON TO WHOM A PERMIT MAY BE ISSUED, TO USE OR OPEN A STREET, SHALL BE REQUIRED, BEFORE SUCH PERMIT MAY BE ISSUED, TO AGREE THAT NONE BUT COMPETENT WORKERS, SKILLED IN THE WORK REQUIRED OF THEM, SHALL BE EMPLOYED THEREON, (CONT. ON STIP WAGED2)

WAGED2 WAGE STATE

...AND THAT THE PREVAILING SCALE OF UNION WAGES SHALL BE THE PREVAILING WAGE FOR SIMILAR TITLES AS ESTABLISHED BY THE FISCAL OFFICER PURSUANT TO SEC. TWO HUNDRED TWENTY OF THE LABOR LAW, PAID TO THOSE SO EMPLOYED.

NOISE1 OCNC STREE

BY SUBMITTING THIS APPLICATION AND/OR RE NEWAL REQUEST, THE PERMITTEE CERTIFIES ITS COMPLIANCE WITH ALL APPLICABLE CITYWIDE CONSTRUCTION NOISE MITIGATION REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THE DEVELOPMENT OF A COMPLIANT NOISE MITIGATION OR ALTERNATIVE NOISE MITIGATION PLAN. PLEASE CONTACT THE NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION (WWW.NYC.GOV/DEP) FOR FURTHER INFORMATION.

OCNC20 OCNC-STREE

WORK IN ACCORDANCE WITH OCNC STIP SHEET WHICH MUST BE ATTACHED TO PERMIT AND ON SITE.

COPY

PERMIT ORIGINALLY PRINTED ON 07/01/2010 AT 12:50 PM BY JUSTIN HANTON PERM COLLEGE

PAGE 3 OF 4

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

COMMISSIONER



NYS LAW
Call 1-800-272-4480 before Street Opening/Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City
Department of Transportation

BOROUGH : MANHATTAN
INSPECT DIST: 32
COM. BOARD : 4

PERMIT # : N01-2010182-064
RECORDED # : NONE
PREVIOUS # : N01-2010091-256

STREET OPENING PERMIT
PERMIT VALID FROM 07/01/2010 TO 09/30/2010

FEES (NON-REFUNDABLE):
ADMIN \$405.00
REISSUE

PERMIT TYPE : 0118
ROADWAY TYPE : ASPHALT
SIDEWALK TYPE : CONCRETE
ISSUE DATE : 07/01/2010

TOTAL FEE \$***405.00 FEE WAIVED

PERMISSION HEREBY GRANTED TO :
NAME : VRH CONSTRUCTION CORP.
CONTACT NAME : ROBERT VORINON
PHONE : (201) 871-4422
ADDRESS : 320 GRAND AVENUE ENGLEWOOD NJ 07531
PA OF NY & NJ CONTRACTOR

LICENSE # :
CONTRACT # : BT200-200

TO OPEN THE ROADWAY AND/OR SIDEWALK AT :
HOUSE # :
ON STREET : WEST 41 STREET
FROM STREET : 8 AVENUE
TO STREET : 9 AVENUE

FOR A MAXIMUM LENGTH OF : 200 FEET
FOR THE PURPOSE OF : RESET, REPAIR OR REPLACE CURB

COPY

*** SEE PAGE 2 FOR STIPULATIONS ***
PERMIT ORIGINALLY PRINTED ON 07/01/2010 AT 12:50 BY JUSTIN NANNON PERM COLLEGE MAJ
PAGE 1 OF 1

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.


COMMISSIONER
PER 



NYS LAW
Call 1-800-272-4480 before Street Opening/Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City Department of Transportation

PERMIT # : M01-2010182-064
RECORDED # : NONE
PREVIOUS # : M01-2010091-256

Borough : MANHATTAN
INSPECT DIST : 32
COMM. BOARD : 4

STREET OPENING PERMIT
PERMIT VALID FROM 07/01/2010 TO 09/30/2010

ALL WORK MUST ADHERE TO THE FOLLOWING STIPULATIONS : 038 066 091 037 103 107 410
SCHOOL WAGED1 WAGED2 NOISE1 OCNC20

SPECIFIC STIPULATIONS : JW WK AS PER ATT. STIP SHEET M0CD7215
038 OCNC-STREE WARNING SIGNS AND TRAFFIC SAFETY DEVICES SHALL BE PROVIDED, INSTALLED, MAINTAINED AND REMOVED BY THE PERMITTEE IN ACCORDANCE WITH THE "FEDERAL MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES". THE MANUAL MAY BE OBTAINED AT [HTTP://MUTCD.FHWA.DOT.GOV](http://mutcd.fhwa.dot.gov)

066 OCNC-STREE DO NOT PLACE MATERIALS, TRAILERS, CRANES, CONTAINERS, OR EQUIPMENT IN FRONT OF DRIVEWAYS, BUS STOPS, WITHIN FIFTEEN FEET OF A FIRE HYDRANT, IN AUTHORIZED PARKING ZONES OR BLOCKING ACCESS TO DEEP WATER TESTING BOXES. IF WORK IS DIRECTLY IN ABOVE AREAS, MAY BE IN VICINITY DURING STIPULATED WORK HOURS BUT NOT WHEN SITE IS UNATTENDED.

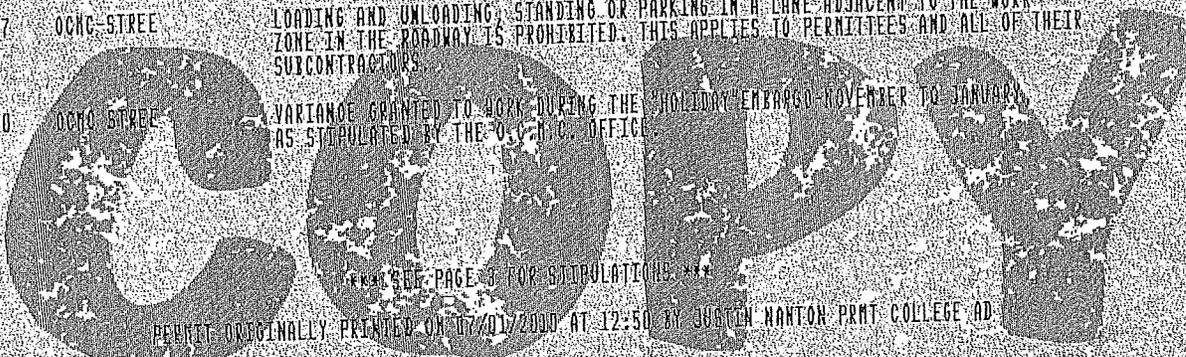
091 OCNC-STREE THIS PERMIT ACTIVITY MAY NOT START UNTIL THE PERMITTEE COORDINATES ALL WORK WITH ANY ONGOING CONSTRUCTION & WITH THE PROJECT/RESIDENT ENGINEER FOR ANY ONGOING CAPITAL PROJECTS.

037 OCNC-STREE SECTION 24-224 ADMINISTRATIVE CODE VARIANCE GRANTED FOR HOURS AND DAYS STIPULATED HEREIN

103 OCNC-STREE PARKING OF PRIVATE VEHICLES ON THE STREET (ROADWAY AND SIDEWALK) WORK AREAS IS PROHIBITED.

107 OCNC-STREE LOADING AND UNLOADING, STANDING OR PARKING IN A LANE ADJACENT TO THE WORK ZONE IN THE ROADWAY IS PROHIBITED. THIS APPLIES TO PERMITTEES AND ALL OF THEIR SUBCONTRACTORS.

410 OCNC-STREE VARIANCE GRANTED TO WORK DURING THE "HOLIDAY" EMPARGO NOVEMBER TO JANUARY AS STIPULATED BY THE O.C.M.C. OFFICE



*** SEE PAGE 3 FOR STIPULATIONS ***

PERMIT ORIGINALLY PRINTED ON 07/01/2010 AT 12:50 BY JUSTIN NANTON PRMT COLLEGE AD

PAGE 2 OF 3

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

PER

COMMISSIONER



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City Department of Transportation

BOOUGH : MANHATTAN
INSPECT DIST: 32
COUN. BOARD : 4

PERMIT # : HD1-2010182-064
RECORDED # : NONE
PREVIOUS # : HD1-2010091-256

STREET OPENING PERMIT
PERMIT VALID FROM 07/01/2010 TO 09/30/2010

SCHOOL OCNC STREE

NO WORK TO BE PERFORMED WITHIN BLOCK FRONTING SCHOOL INCLUDING INTERSECTIONS FOR ONE HOUR PRIOR TO SCHOOL START TIME THROUGH ONE HOUR AFTER END OF SCHOOL TIME. PERMITTEE MUST NOTIFY SCHOOL PRINCIPAL IN WRITING 48 HOURS PRIOR TO BEGINNING ANY WORK. THIS STIP VOIDS ANY/ ALL OTHER CONFLICTING STIPS ON THIS PERMIT UNLESS ACCOMPANIED WITH VARIANCE STIP VAP001.

WAGE01 WAGE STATE

NYC ADMINISTRATIVE CODE 19-142, WORKERS ON EXCAVATIONS: A PERSON TO WHOM A PERMIT MAY BE ISSUED, TO USE OR OPEN A STREET, SHALL BE REQUIRED, BEFORE SUCH PERMIT MAY BE ISSUED, TO AGREE THAT NONE BUT COMPETENT WORKERS, SKILLED IN THE WORK REQUIRED OF THEM, SHALL BE EMPLOYED THEREON. (CONT. ON STIP WAGE02)

WAGE02 WAGE STATE

... AND THAT THE PREVAILING SCALE OF UNION WAGES SHALL BE THE PREVAILING WAGE FOR SIMILAR TITLES AS ESTABLISHED BY THE FISCAL OFFICER PURSUANT TO SEC. TWO HUNDRED TWENTY OF THE LABOR LAW, PAID TO THOSE SO EMPLOYED.

NOISE1 OCNC STREE

BY SUBMITTING THIS APPLICATION AND/OR RE-NEWAL REQUEST, THE PERMITTEE CERTIFIES ITS COMPLIANCE WITH ALL APPLICABLE CITYWIDE CONSTRUCTION NOISE MITIGATION REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THE DEVELOPMENT OF A COMPLIANT NOISE MITIGATION OR ALTERNATIVE NOISE MITIGATION PLAN. PLEASE CONTACT THE NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION (WWW.NYC.GOV/DEP) FOR FURTHER INFORMATION.

OCNC20 OCNC-STREE

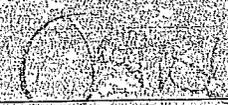
WORK IN ACCORDANCE WITH OCNC STIP SHEET WHICH MUST BE ATTACHED TO PERMIT AND ON SITE.

COPY

PERMIT ORIGINALLY ISSUED ON 07/01/2010 AT 12:50 BY JUSTIN HANTON PERM COLLECT AD

PAGE 1 OF 1

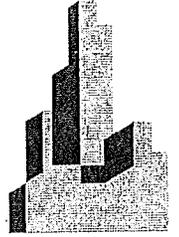
PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.


COMMISSIONER
PER _____



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.

TRANSMITTAL



VRH
CONSTRUCTION CORP.
General Contractors &
Construction Managers

To	Aram Kaprielian	cc	Mike Murray & File
From	Emily Fernandez <i>(S)</i>		<i>Copy to file</i>
Subject	BT. 200.200.WO # 21 - Permit Transmittal		
Date	10/4/10		

Aram,

Please find the renewed permits for the above-captioned project. The permits are set to expire on Thursday, November 17, 2010.

Thank you.

A

OCT 05 2010

*cc transmitted
PS
Package
F*

c/o The Port Authority of NY & NJ
625 Eighth Avenue, 1st Fl. Air Rights Room
New York, NY
10018

Phone
212.629.6187

Fax
212.629.9243



New York City
Department of Transportation

DOROUGH : MANHATTAN
INSPECT DIST: 32
CON. BOARD : 1

PERMIT # : KD2-2010271-173
RECORDED # : 08000000
PREVIOUS # : KD2-2010183-101

BUILDING OPERATION PERMIT
PERMIT VALID FROM 10/01/2010 TO 11/17/2010

FEES (NON-REFUNDABLE):
ADMIN \$**50.00
REISSUE

PERMIT TYPE 0215
ROADWAY TYPE
SIDEWALK TYPE CONCRETE
ISSUE DATE 10/01/2010

TOTAL FEE \$***50.00 FEE WAIVED

PERMISSION HEREBY GRANTED TO :

NAME : YAK CONSTRUCTION CORP.
CONTACT NAME : ROBERT WORTHAN
PHONE : (201) 871 - 4422
ADDRESS : 320 GRAND AVENUE ENGLEWOOD NJ 07631
PA OF NY & NJ CONTRACTOR

LICENSE # :
CONTRACT # : BT200,200

TO OCCUPY THE SIDEWALK IN FRONT OF :

HOUSE # :
ON STREET : WEST 41 STREET
FRONT STREET : 8 AVENUE
TO STREET : 9 AVENUE

FOR THE PURPOSE OF : OCCUPANCY OF SIDEWALK AS STIPULATED
BOLLARDS
N05B4B41
N05N2841

*** SEE PAGE 2 FOR STIPULATIONS ***

PERMIT ORIGINALLY PRINTED ON 10/01/2010 AT 14:52 BY SHAYNA L. JACKMAN-PERMIT OFFICE

PAGE 1 OF 3

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES
AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF
TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE
PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE
PERMIT BY THE COMMISSIONER.

PER

COMMISSIONER



NYS LAW
Call 1-800-272-4460 before Street Opening Excavations.
New York State Industrial Code Rule 76.3 mandates 2-10 business days notice prior to digging.



New York City
Department of Transportation

BOROUGH : MANHATTAN
INSPECT DIST: 32
CONN. ROAD : 4

PERMIT # : RD2-2010274-173
RECORDED # : 00000000
PREVIOUS # : RD2-2010183-104

BUILDING OPERATION PERMIT
PERMIT VALID FROM 10/01/2010 TO 11/17/2010

ALL WORK MUST ADHERE TO THE FOLLOWING STIPULATIONS : 038 066 091 103 410
SCHOOL ROAD1 NOISE1 00NC19

SPECIFIC STIPULATIONS : GC AS PER REC07-215
D38 00NC-STREE WARNING SIGNS AND TRAFFIC SAFETY DEVICES SHALL BE PROVIDED, INSTALLED, MAINTAINED AND REMOVED BY THE PERMITTEE IN ACCORDANCE WITH THE "FEDERAL MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES". THE MANUAL MAY BE OBTAINED AT [HTTP://WWW.FHWA.DOT.GOV](http://www.fhwa.dot.gov)

D66 00NC-STREE DO NOT PLACE MATERIALS, TRAILERS, CRANES, CONTAINERS, OR EQUIPMENT IN FRONT OF DRIVEWAYS, BUS STOPS, WITHIN FIFTEEN FEET OF A FIRE HYDRANT, IN AUTHORIZED PARKING ZONES OR BLOCKING ACCESS TO DEP WATER TESTING LINES. IF WORK IS DIRECTLY IN ABOVE AREAS, MAY BE IN VICINITY DURING STIPULATED WORK HOURS BUT NOT WHEN SITE IS UNATTENDED.

D91 00NC-STREE THIS PERMIT ACTIVITY MAY NOT START UNTIL THE PERMITTEE COORDINATES ALL WORK WITH ANY ONGOING CONSTRUCTION & WITH THE PROJECT/RESIDENT ENGINEER FOR ANY ONGOING CAPITAL PROJECTS.

103 00NC-STREE PARKING OF PRIVATE VEHICLES ON THE STREET (ROADWAY AND SIDEWALK) WORK AREAS IS PROHIBITED.

410 00NC-STREE VARIANCE GRANTED TO WORK DURING THE "HOLIDAY" PERIODS NOVEMBER TO JANUARY, AS STIPULATED BY THE D.C.N.C. OFFICE.

*** SEE PAGE 3 FOR STIPULATIONS ***

PERMIT ORIGINALLY PRINTED ON 10/01/2010 AT 14:52 BY SHAYNA L. JACKMAN-PERMIT OFFICE

PAGE 2 OF 3

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

PER _____

COMMISSIONER





New York City
Department of Transportation

Borough : MANHATTAN
INSPECT DIST: 32
CON. BOARD : 4

PERMIT # : M02-2010274-173
RECORDED # : 00000008
PREVIOUS # : M02-2010183-104

BUILDING OPERATION PERMIT
PERMIT VALID FROM 10/01/2010 TO 11/17/2010

SCHOOL OCNC STREE

NO WORK TO BE PERFORMED WITHIN BLOCK FRONTING SCHOOL INCLUDING INTERSECTIONS FOR ONE HOUR PRIOR TO SCHOOL START TIME THROUGH ONE HOUR AFTER END OF SCHOOL TIME. PERMITTEE MUST NOTIFY SCHOOL PRINCIPAL IN WRITING 48 HOURS PRIOR TO BEGINNING ANY WORK. THIS STIP VOID5 ANY/ ALL OTHER CONFLICTING STIPS ON THIS PERMIT UNLESS ACCOMPANIED WITH VARIANCE STIP YARD1.

H10001 OCNC STREE

THIS PERMIT ONLY ALLOWS FOR THE CLOSURE OF A ROADWAY OR SIDEWALK AS STIPULATED. ANY STORAGE OF MATERIAL OR STORAGE OF EQUIPMENT REQUIRES A SEPARATE PERMIT.

NOISE1 OCNC STREE

BY SUBMITTING THIS APPLICATION AND/OR RE NEWAL REQUEST, THE PERMITTEE CERTIFIES I TS COMPLIANCE WITH ALL APPLICABLE CITYVI DE CONSTRUCTION NOISE MITIGATION REQUIRE MENTS INCLUDING, BUT NOT LIMITED TO, THE DEVELOPMENT OF A COMPLIANT NOISE MITIGA TION OR ALTERNATIVE NOISE MITIGATION PLAN. PLEASE CONTACT THE NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION (WWW.NYC.GOV/DE P) FOR FURTHER INFORMATION.

OCNC19 OCNC-STREE

WORK IN ACCORDANCE WITH OCNC STIP SHEET AND LOCATION SHEET WHICH MUST BE ATTACHED TO PERMIT AND ON SITE.

PERMIT ORIGINALLY PRINTED ON 10/01/2010 AT 14:52 BY SHAYNA L JACKMAN-PERMIT OFFIC

PAGE 1 OF 3

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

FE#

COMMISSIONER



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City
Department of Transportation

BOROUGH : MANHATTAN
INSPEC. DIST: 32
CONA. BOARD :

PERMIT # : N02-2010274-172
RECORDED # : 00000000
PREVIOUS # : N02-2010183-102

BUILDING OPERATION PERMIT
PERMIT VALID FROM 10/01/2010 TO 11/17/2010

FEES (NON-REFUNDABLE):
ADMIN \$**50.00
REISSUE

PERMIT TYPE : 0204
ROADWAY TYPE : ASPHALT
SIDEWALK TYPE : CONCRETE
ISSUE DATE : 10/01/2010

TOTAL FEE \$***50.00 FEE WAIVED

PERMISSION HERELY GRANTED TO :
NAME : YRH CONSTRUCTION CORP.
CONTACT NAME : ROBERT WORTMAN
PHONE : (201) 871 - 4422
ADDRESS : 320 GRAND AVENUE ENGLEWOOD NJ 07631
PA OF NY & NJ CONTRACTOR

LICENSE # :
CONTRACT # : 11200-200

TO OCCUPY THE ROADWAY AND/OR SIDEWALK IN FRONT OF :
HOUSE # :
ON STREET : WEST 41 STREET
FRONT STREET : 8 AVENUE
TO STREET : 9 AVENUE

FOR THE PURPOSE OF : PLACE EQUIPMENT OTHER THAN CRANE OR SHOY
ROLLERS
N0584861
N0582861

*** SEE PAGE 2 FOR STIPULATIONS ***

PERMIT ORIGINALLY PRINTED ON 10/01/2010 AT 14:52 BY SHAYNA L JACKMAN-PERMIT OFFIC

PAGE 1 OF 3

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

COMMISSIONER



NYS LAW
Call 1-800-272-4450 before Street Opening Excavations.
New York State Industrial Code Rule 70.3 mandates 2-10 business days notice prior to digging



New York City
Department of Transportation

BOROUGH : MANHATTAN
INSPECT DIST: 32
CONN. BOARD :

PERMIT # : A02-2018274-172
RECORDED # : 00080000
PREVIOUS # : A02-2018183-102

BUILDING OPERATION PERMIT
PERMIT VALID FROM 10/01/2010 TO 11/17/2010

ALL WORK MUST ADHERE TO THE FOLLOWING STIPULATIONS : 038 066 091 103 410
SCHOOL NOISE1 000019

SPECIFIC STIPULATIONS : 60 AS PER REC07-215
038 OCNC-STREE WARNING SIGNS AND TRAFFIC SAFETY DEVICES SHALL BE PROVIDED, INSTALLED, MAINTAINED AND REMOVED BY THE PERMITTEE IN ACCORDANCE WITH THE "FEDERAL MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES", THE MANUAL MAY BE OBTAINED AT [HTTP://MUTCD.FHWA.DOT.GOV](http://mutcd.fhwa.dot.gov)

066 OCNC-STREE DO NOT PLACE MATERIALS, TRAILERS, CRANES, CONTAINERS, OR EQUIPMENT IN FRONT OF DRIVEWAYS, BUS STOPS, WITHIN FIFTEEN FEET OF A FIRE HYDRANT, IN AUTHORIZED PARKING ZONES OR BLOCKING ACCESS TO DEEP WATER TESTING BOXES. IF WORK IS DIRECTLY IN ABOVE AREAS, MAY BE IN VICINITY DURING STIPULATED WORK HOURS BUT NOT WHEN SITE IS UNATTENDED.

091 OCNC-STREE THIS PERMIT ACTIVITY MAY NOT START UNTIL THE PERMITTEE COORDINATES ALL WORK WITH ANY ONGOING CONSTRUCTION & WITH THE PROJECT/RESIDENT ENGINEER FOR ANY ONGOING CAPITAL PROJECTS.

103 OCNC-STREE PARKING OF PRIVATE VEHICLES ON THE STREET (ROADWAY AND SIDEWALK) WORK AREAS IS PROHIBITED.

410 OCNC-STREE VARIANCE GRANTED TO WORK DURING THE "HOLIDAY" EMBARGO-NOVEMBER TO JANUARY, AS STIPULATED BY THE D.C.M.C. OFFICE.

*** SEE PAGE 3 FOR STIPULATIONS ***

PERMIT ORIGINALLY PRINTED ON 10/01/2010 AT 14:52 BY SHAYNA L JACKMAN-PERMIT OFFICE

PAGE 2 OF 3

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

PER

COMMISSIONER



NYS LAW
Call 1-800-477-4499 for Street Closing Information
New York State Industrial Code 2008 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061 2062 2063 2064 2065 2066 2067 2068 2069 2070 2071 2072 2073 2074 2075 2076 2077 2078 2079 2080 2081 2082 2083 2084 2085 2086 2087 2088 2089 2090 2091 2092 2093 2094 2095 2096 2097 2098 2099 2100



New York City
Department of Transportation

BOROUGH : MANHATTAN
INSPECT DIST: 32
CONN. BOARD : 4

PERMIT # : ND2-2010274-172
RECORDED # : 00000000
PREVIOUS # : ND2-2010183-102

BUILDING OPERATION PERMIT
PERMIT VALID FROM 10/01/2010 TO 11/17/2010

SCHOOL OCNC STREET

NO WORK TO BE PERFORMED WITHIN BLOCK FRONTING SCHOOL INCLUDING INTERSECTIONS FOR ONE HOUR PRIOR TO SCHOOL START TIME THROUGH ONE HOUR AFTER END OF SCHOOL TIME. PERMITTEE MUST NOTIFY SCHOOL PRINCIPAL IN WRITING 48 HOURS PRIOR TO BEGINNING ANY WORK. THIS STIP VOIDS ANY/ ALL OTHER CONFLICTING STIPS ON THIS PERMIT UNLESS ACCOMPANIED WITH VARIANCE STIP VARI01.

NOISE1 OCNC STREET

BY SUBMITTING THIS APPLICATION AND/OR RE NEWAL REQUEST, THE PERMITTEE CERTIFIES IT IS COMPLIANCE WITH ALL APPLICABLE CITYWIDE CONSTRUCTION NOISE MITIGATION REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THE DEVELOPMENT OF A COMPLIANT NOISE MITIGATION OR ALTERNATIVE NOISE MITIGATION PLAN. PLEASE CONTACT THE NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION (WWW.NYC.GOV/DEP) FOR FURTHER INFORMATION.

OCNC14 OCNC STREET

WORK IN ACCORDANCE WITH OCNC STIP SHEET AND LOCATION SHEET WHICH MUST BE ATTACHED TO PERMIT AND ON SITE.

PERMIT ORIGINALLY PRINTED ON 10/01/2010 AT 14:52 BY SHAYKA L. JACKMAN-PERMIT OFFICE

PAGE 3 OF 3

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

PER

COMMISSIONER



NYS LAW
Call 1-800-272-4686 before Street Opening Excavations.
New York State Industrial Code Rule 752 mandates a 10 business days notice prior to digging



New York City Department of Transportation

Borough: MANHATTAN
Inspect Dist: 32
Comm. Board: 4

PERMIT #: M01-2010274-035
RECORDED #: NONE
PREVIOUS #: M01-2010182-063

STREET OPENING PERMIT
PERMIT VALID FROM 10/01/2010 TO 11/17/2010

FEES (NON-REFUNDABLE):
ADMIN \$270.00
INSPECT
REISSUE

PERMIT TYPE: 0119
ROADWAY TYPE: ASPHALT
SIDEWALK TYPE:
ISSUE DATE: 10/01/2010

TOTAL FEE \$270.00 FEE WAIVED

PERMISSION HEREBY GRANTED TO:
NAME: YRR CONSTRUCTION CORP.
CONTACT NAME: ROBERT WORTHAN
PHONE: (201) 871-4422
ADDRESS: 320 GRAND AVENUE ENGLEWOOD NJ 07631
PR-OF-NY & NJ CONTRACTOR

LICENSE #:
CONTRACT # : BT200.200

TO OPEN THE ROADWAY AT:
HOUSE #:
ON STREET: WEST 41 STREET
FROM STREET: 8 AVENUE
TO STREET: 9 AVENUE

FOR A MAXIMUM LENGTH OF 200 FEET
FOR THE PURPOSE OF: PAVE STREET-W/ ENGINEERING & INSP FEE

*** SEE PAGE 2 FOR STIPULATIONS ***

PERMIT ORIGINALLY PRINTED ON 10/01/2010 AT 12:52 BY SHAYNA L JACKMAN-PERMIT OFFICE

PAGE 1 OF 3

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

PER

COMMISSIONER



NYS LAW
Call 1-800-272-4469 before Street Opening Excavations
New York State Industrial Code Rule 752 mandates 2-10 business days notice prior to digging.



New York City
Department of Transportation

BOROUGHS : MANHATTAN
INSPECT DIST: 32
CONC. ROAD : 4

PERMIT # : N01-2010274-035
RECORDED # : NONE
PREVIOUS # : N01-2010182-063

STREET OPENING PERMIT
PERMIT VALID FROM 10/01/2010 TO 11/17/2010

ALL WORK MUST ADHERE TO THE FOLLOWING STIPULATIONS : 038 091 066 037 103 107 410
SCHOOL VAGE01 VAGED2 NOISE1 OCNC20

SPECIFIC STIPULATIONS : GC/ WK AS PER ATT. STIP SHEET HCCD7215
038 OCNC-STREE WARNING SIGNS AND TRAFFIC SAFETY DEVICES SHALL BE PROVIDED, INSTALLED, MAINTAINED AND REMOVED BY THE PERMITTEE IN ACCORDANCE WITH THE "FEDERAL MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES". THE MANUAL MAY BE OBTAINED AT [HTTP://MUTCD.FHWA.DOT.GOV](http://mutcd.fhwa.dot.gov)

091 OCNC-STREE THIS PERMIT ACTIVITY MAY NOT START UNTIL THE PERMITTEE COORDINATES ALL WORK WITH ANY ONGOING CONSTRUCTION & WITH THE PROJECT/RESIDENT ENGINEER FOR ANY ONGOING CAPITAL PROJECTS.

066 OCNC-STREE DO NOT PLACE MATERIALS, TRAILERS, CRANES, CONTAINERS, OR EQUIPMENT IN FRONT OF DRIVEWAYS, BUS STOPS, WITHIN FIFTEEN FEET OF A FIRE HYDRANT, IN AUTHORIZED PARKING ZONES OR BLOCKING ACCESS TO DEPTH WATER TESTING BOXES. IF WORK IS DIRECTLY IN ABOVE AREAS, MAY BE IN VICINITY DURING STIPULATED WORK HOURS BUT NOT WHEN SITE IS UNATTENDED.

037 OCNC-STREE SECTION 24-224 ADMINISTRATIVE CODE VARIANCE GRANTED FOR HOURS AND DAYS STIPULATED HEREIN

103 OCNC-STREE PARKING OF PRIVATE VEHICLES ON THE STREET (ROADWAY AND SIDEWALK) WORK AREAS IS PROHIBITED.

107 OCNC-STREE LOADING AND UNLOADING, STANDING OR PARKING IN A LANE ADJACENT TO THE WORK ZONE IN THE ROADWAY IS PROHIBITED. THIS APPLIES TO PERMITTEES AND ALL OF THEIR SUBCONTRACTORS.

410 OCNC-STREE VARIANCE GRANTED TO WORK DURING THE "HOLIDAY" EMPERGO-NOVEMBER TO JANUARY, AS STIPULATED BY THE O.C.N.C. OFFICE.

*** SEE PAGE 3 FOR STIPULATIONS ***

PERMIT ORIGINALLY PRINTED ON 10/01/2010 AT 12:52 BY SHAYNA L. JACKMAN-PERMIT OFFICE

PAGE 2 OF 3

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

COMMISSIONER

FEE



NYC LAW

Call 1-800-272-4480 before Street Opening Examinations.
New York State Industrial Code Rule 75.2 requires 3-10 business days notice prior to closing.



New York City
Department of Transportation

BOROUGH : MANHATTAN
INSPECT DIST: 32
CONC. BOARD : 4

PERMIT # : N01-2010274-035
RECORDED # : NONE
PREVIOUS # : N01-2010182-063

STREET OPENING PERMIT
PERMIT VALID FROM 10/01/2010 TO 11/17/2010

SCHOOL 0CNC STREE

NO WORK TO BE PERFORMED WITHIN BLOCK FRONTING SCHOOL INCLUDING INTERSECTIONS FOR ONE HOUR PRIOR TO SCHOOL START TIME THROUGH ONE HOUR AFTER END OF SCHOOL TIME. PERMITTEE MUST NOTIFY SCHOOL PRINCIPAL IN WRITING 48 HOURS PRIOR TO BEGINNING ANY WORK. THIS STIP VOIDS ANY/ ALL OTHER CONFLICTING STIPS ON THIS PERMIT UNLESS ACCOMPANIED WITH VARIANCE STIP YR001.

WAGE01 WAGE STATE

NYC ADMINISTRATIVE CODE, 19-142, WORKERS ON EXCAVATIONS: A PERSON TO WHOM A PERMIT MAY BE ISSUED, TO USE OR OPEN A STREET, SHALL BE REQUIRED, BEFORE SUCH PERMIT MAY BE ISSUED, TO AGREE THAT NONE BUT COMPETENT WORKERS, SKILLED IN THE WORK REQUIRED OF THEM, SHALL BE EMPLOYED THEREON, (CONT. ON STIP WAGE02)

WAGE02 WAGE STATE

AND THAT THE PREVAILING SCALE OF UNION WAGES SHALL BE THE PREVAILING WAGE FOR SIMILAR TITLES AS ESTABLISHED BY THE FISCAL OFFICER PURSUANT TO SEC. TWO HUNDRED TWENTY OF THE LABOR LAW, PAID TO THOSE SO EMPLOYED.

NOISE1 0CNC STREE

BY SUBMITTING THIS APPLICATION AND/OR RE NEWAL REQUEST, THE PERMITTEE CERTIFIES ITS COMPLIANCE WITH ALL APPLICABLE CITYWIDE CONSTRUCTION NOISE MITIGATION REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THE DEVELOPMENT OF A COMPLIANT NOISE MITIGATION OR ALTERNATIVE NOISE MITIGATION PLAN. PLEASE CONTACT THE NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION (WWW.NYC.GOV/DEP) FOR FURTHER INFORMATION.

0CNC20 0CNC-STREE

WORK IN ACCORDANCE WITH 0CNC STIP SHEET WHICH MUST BE ATTACHED TO PERMIT AND ON SITE.

PERMIT ORIGINALLY PRINTED ON 10/01/2010 AT 12:52 BY SHAYNA L. JACKSON-PERMIT OFFIC

PAGE 3 OF 3

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

PER _____

COMMISSIONER



NYS LAW
Call 1-800-877-4460 before Street Opening Excavations.
New York State Industrial Code Rule 750 mandates 6-10 business days notice prior to digging.



New York City
Department of Transportation

BOROUGH : MANHATTAN
INSPECT DIST: 32
COMM. BOARD : 4

PERMIT # : M01-2010274-036
RECORDED # : NONE
PREVIOUS # : M01-2010182-064

STREET OPENING PERMIT
PERMIT VALID FROM 10/01/2010 TO 11/17/2010

FEES (NON-REFUNDABLE):
ADMIN \$270.00
REISSUE

PERMIT TYPE 0118
ROADWAY TYPE ASPHALT
SIDEWALK TYPE CONCRETE
ISSUE DATE 10/01/2010

TOTAL FEE \$***270.00 FEE WAIVED

PERMISSION HEREBY GRANTED TO :
NAME : Y&H CONSTRUCTION CORP.
CONTACT NAME : ROBERT WORTHAN
PHONE : (201) 871 - 4422
ADDRESS : 320 GRAND AVENUE ENGLEWOOD NJ 07631
PA OF NY & NJ CONTRACTOR

LICENSE # :
CONTRACT # : RT200-200

TO OPEN THE ROADWAY AND/OR SIDEWALK AT :
HOUSE # :
ON STREET : WEST 41 STREET
FROM STREET : 8 AVENUE
TO STREET : 8 AVENUE

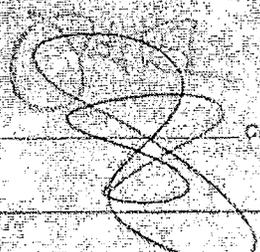
FOR A MAXIMUM LENGTH OF 200 FEET
FOR THE PURPOSE OF : RESET, REPAIR OR REPLACE CURB

*** SEE PAGE 2 FOR STIPULATIONS ***

PERMIT ORIGINALLY PRINTED ON 10/01/2010 AT 12:52 BY SHAYNA L. JACKMAN-PERMIT OFFICE

PAGE 1 OF 3

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.


COMMISSIONER
PER _____



NYS LAW
Call 1-800-272-4450 before Street Clearance Excavation.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City
Department of Transportation

DISTRICT : MANHATTAN
INSPECT DIST: 32
CONC. BOARD : A

PERMIT # : M01-2010274-036
RECORDED # : NONE
PREVIOUS # : M01-2010182-064

STREET OPENING PERMIT
PERMIT VALID FROM 10/01/2010 TO 11/17/2010

- ALL WORK MUST ADHERE TO THE FOLLOWING STIPULATIONS : 038 066 091 037 103 107 410
SCHOOL WAGED1 WAGED2 NOISE1 0CNC20
- SPECIFIC STIPULATIONS : 60 WK AS PER ATT. STIP SHEET NED07215
- 038 0CNC-STREE WARMING SIGNS AND TRAFFIC SAFETY DEVICES SHALL BE PROVIDED, INSTALLED, MAINTAINED AND REMOVED BY THE PERMITTEE IN ACCORDANCE WITH THE "FEDERAL MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES". THE MANUAL MAY BE OBTAINED AT [HTTP://NUCTD.FHWA.DOT.GOV](http://nuctd.fhwa.dot.gov)
 - 066 0CNC-STREE DO NOT PLACE MATERIALS, TRAILERS, CRANES, CONTAINERS, OR EQUIPMENT IN FRONT OF DRIVEWAYS, BUS STOPS, WITHIN FIFTEEN FEET OF A FIRE HYDRANT, IN AUTHORIZED PARKING ZONES OR BLOCKING ACCESS TO DEP. WATER TESTING BOXES. IF WORK IS DIRECTLY IN ABOVE AREAS, MAY BE IN VICINITY DURING STIPULATED WORK HOURS BUT NOT WHEN SITE IS UNATTENDED.
 - 091 0CNC-STREE THIS PERMIT ACTIVITY MAY NOT START UNTIL THE PERMITTEE COORDINATES ALL WORK WITH ANY ONGOING CONSTRUCTION & WITH THE PROJECT/RESIDENT ENGINEER FOR ANY ONGOING CAPITAL PROJECTS.
 - 037 0CNC-STREE SECTION 24-224 ADMINISTRATIVE CODE VARIANCE GRANTED FOR HOURS AND DAYS STIPULATED HEREIN
 - 103 0CNC-STREE PARKING OF PRIVATE VEHICLES ON THE STREET (ROADWAY AND SIDEWALK) WORK AREAS IS PROHIBITED.
 - 107 0CNC-STREE LOADING AND UNLOADING, STANDING OR PARKING IN A LANE ADJACENT TO THE WORK ZONE IN THE ROADWAY IS PROHIBITED. THIS APPLIES TO PERMITTEES AND ALL OF THEIR SUBCONTRACTORS.
 - 410 0CNC-STREE VARIANCE GRANTED TO WORK DURING THE "HOLIDAY" EXTENDED NOVEMBER TO JANUARY, AS STIPULATED BY THE D.C.M.C. OFFICE.

*** SEE PAGE 3 FOR STIPULATIONS ***

PERMIT ORIGINALLY PRINTED ON 10/01/2010 AT 12:52 BY SHARNA L JACKMAN-PERMIT OFFICE

PAGE 2 OF 3

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

PER _____

COMMISSIONER



NYS LAW
Call 1-800-872-4889 before Street Opening Excavations
New York State Industrial Code Rule 703 mandates 2-10 business days notice prior to digging



New York City Department of Transportation

BOROUGH : MANHATTAN
INSPECT DIST: 32
CON. BOARD : 4

PERMIT # : N01-2010274-036
RECORDED # : NONE
PREVIOUS # : N01-2010182-064

STREET OPENING PERMIT
PERMIT VALID FROM 10/01/2010 TO 11/17/2010

SCHOOL OCNC STREE

NO WORK TO BE PERFORMED WITHIN BLOCK FRONTING SCHOOL INCLUDING INTERSECTIONS FOR ONE HOUR PRIOR TO SCHOOL START TIME THROUGH ONE HOUR AFTER END OF SCHOOL TIME. PERMITTEE MUST NOTIFY SCHOOL PRINCIPAL IN WRITING 48 HOURS PRIOR TO BEGINNING ANY WORK. THIS STIP VOIDS ANY/ ALL OTHER CONFLICTING STIPS ON THIS PERMIT UNLESS ACCOMPANIED WITH VARIANCE STIP YAR001.

WAGE01 WAGE STATE

NYC ADMINISTRATIVE CODE, 19-142, WORKERS ON EXCAVATIONS: A PERSON TO WHOM A PERMIT MAY BE ISSUED, TO USE OR OPEN A STREET, SHALL BE REQUIRED, BEFORE SUCH PERMIT MAY BE ISSUED, TO AGREE THAT NONE BUT COMPETENT WORKERS, SKILLED IN THE WORK REQUIRED OF THEM, SHALL BE EMPLOYED THEREON, (CONT. ON STIP WAGE02)

WAGE02 WAGE STATE

... AND THAT THE PREVAILING SCALE OF UNION WAGES SHALL BE THE PREVAILING WAGE FOR SIMILAR TITLES AS ESTABLISHED BY THE FISCAL OFFICE PURSUANT TO SEC. TWO HUNDRED TWENTY OF THE LABOR LAW, PAID TO THOSE SO EMPLOYED.

NOISE1 OCNC STREE

BY SUBMITTING THIS APPLICATION AND/OR RE-NEWAL REQUEST, THE PERMITTEE CERTIFIES ITS COMPLIANCE WITH ALL APPLICABLE CITYWIDE CONSTRUCTION NOISE MITIGATION REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THE DEVELOPMENT OF A COMPLIANT NOISE MITIGATION OR ALTERNATIVE NOISE MITIGATION PLAN. PLEASE CONTACT THE NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION (WWW.NYC.GOV/DEP) FOR FURTHER INFORMATION.

OCNC20 OCNC-STREE

WORK IN ACCORDANCE WITH OCNC STIP SHEET WHICH MUST BE ATTACHED TO PERMIT AND ON SITE.

PERMIT ORIGINALLY PRINTED ON 10/01/2010 AT 12:52 BY SHAYNA L. JACKMAN-PERMIT OFFIC

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

COMMISSIONER

PER



NYS LAW
Call 1-800-272-4450 before Street Opening Excavating
New York State Industrial Code Rule 153 mandates 10 business days notice prior to digging.



New York City
Department of Transportation

BOROUGH : MANHATTAN
INSPECT DIST: 32
CONN. BOARD : 4

PERMIT # : NO2-2010274-174
RECORDED # : NONE
PREVIOUS # : NO2-2010183-105

BUILDING OPERATION PERMIT
PERMIT VALID FROM 10/01/2010 TO 11/17/2010

FEES (NON-REFUNDABLE):
ADMIN \$**50.00
REISSUE

PERMIT TYPE : 0211
ROADWAY TYPE : ASPHALT
SIDEWALK TYPE
ISSUE DATE : 10/01/2010

TOTAL FEE \$***50.00 FEE WAIVED

PERMISSION HEREBY GRANTED TO :
NAME : YRH CONSTRUCTION CORP.
CONTACT NAME : ROBERT WORTHAN
PHONE : (201) 871 - 4422
ADDRESS : 320 GRAND AVENUE ENGLEWOOD NJ 07631
PA OF NY & NJ CONTRACTOR

LICENSE # :
CONTRACT # : BT200.200

TO OCCUPY THE ROADWAY IN FRONT OF :
HOUSE # :
ON STREET : WEST 41 STREET
FROM STREET : 8 AVENUE
TO STREET : 9 AVENUE

FOR THE PURPOSE OF : OCCUPANCY OF ROADWAY AS STIPULATED
ROLLARDS
N0584841
N05K2841

*** SEE PAGE 2 FOR STIPULATIONS ***

PERMIT ORIGINALLY PRINTED ON 10/01/2010 AT 14:52 BY SHAYNA L. JACKMAN-PERMIT OFFICE

PAGE 1 OF 3

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

COMMISSIONER





New York City
Department of Transportation

DISTRICT : MANHATTAN
INSPECT DIST: 32
COMM. BOARD: 4

PERMIT # : M02-2010274-174
RECORDED # : NONE
PREVIOUS # : M02-2010183-105

BUILDING OPERATION PERMIT
PERMIT VALID FROM 10/01/2010 TO 11/17/2010

ALL WORK MUST ADHERE TO THE FOLLOWING STIPULATIONS : 038 066 091 103 410
SCHOOL HORIZONTAL NOISE!

SPECIFIC STIPULATIONS : 60 AS PER REC 07-215

038 OCNC-STREE

WARNING SIGNS AND TRAFFIC SAFETY DEVICES SHALL BE PROVIDED, INSTALLED, MAINTAINED AND REMOVED BY THE PERMITTEE IN ACCORDANCE WITH THE "FEDERAL MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES". THE MANUAL MAY BE OBTAINED AT [HTTP://NUCTD.FHWA.DOT.GOV](http://nuctd.fhwa.dot.gov)

066 OCNC-STREE

DO NOT PLACE MATERIALS, TRAILERS, CRANES, CONTAINERS, OR EQUIPMENT IN FRONT OF DRIVEWAYS, BUS STOPS, WITHIN FIFTEEN FEET OF A FIRE HYDRANT, IN AUTHORIZED PARKING ZONES OR BLOCKING ACCESS TO DEEP WATER TESTING BOXES. IF WORK IS DIRECTLY IN ABOVE AREAS, MAY BE IN VICINITY DURING STIPULATED WORK HOURS BUT NOT WHEN SITE IS UNATTENDED.

091 OCNC-STREE

THIS PERMIT ACTIVITY MAY NOT START UNTIL THE PERMITTEE COORDINATES ALL WORK WITH ANY ONGOING CONSTRUCTION & WITH THE PROJECT/RESIDENT ENGINEER FOR ANY ONGOING CAPITAL PROJECTS.

103 OCNC-STREE

PARKING OF PRIVATE VEHICLES ON THE STREET (ROADWAY AND SIDEWALK) WORK AREAS IS PROHIBITED.

410 OCNC-STREE

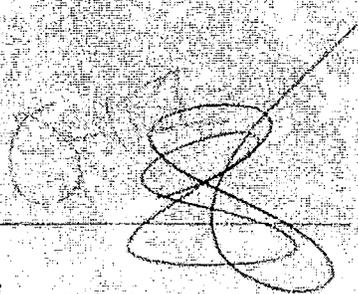
VARIANCE GRANTED TO WORK DURING THE "HOLIDAY" PERIOD FROM NOVEMBER TO JANUARY, AS STIPULATED BY THE O.C.N.C. OFFICE.

*** SEE PAGE 3 FOR STIPULATIONS ***

PERMIT ORIGINALLY PRINTED ON 10/01/2010 AT 14:52 BY SHAYNA L. JACKMAN-PERMIT OFFICE

PAGE 2 OF 3

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.


COMMISSIONER



NYS LAW
Call 1-800-772-4480 before Street Opening Excavations.
New York State Industrial Code Rule 263 mandates 10 business days notice prior to digging.



New York City
Department of Transportation

BOROUGH : MANHATTAN
INSPECT DIST : 32
CONR. BOARD : 4

PERMIT # : NO2-2010274-174
RECORDED # : NONE
PREVIOUS # : NO2-2010183-105

BUILDING OPERATION PERMIT
PERMIT VALID FROM 10/01/2010 TO 11/17/2010

SCHOOL OCNC STREET

NO WORK TO BE PERFORMED WITHIN BLOCK FRONTING SCHOOL INCLUDING INTERSECTIONS FOR ONE HOUR PRIOR TO SCHOOL START TIME THROUGH ONE HOUR AFTER END OF SCHOOL TIME. PERMITTEE MUST NOTIFY SCHOOL PRINCIPAL IN WRITING 48 HOURS PRIOR TO BEGINNING ANY WORK. THIS STIP VOIDS ANY/ ALL OTHER CONFLICTING STIPS ON THIS PERMIT UNLESS ACCOMPANIED WITH VARIANCE STIP VARDOL.

HIQAD1 OCNC STREET

THIS PERMIT ONLY ALLOWS FOR THE CLOSURE OF A ROADWAY OR SIDEWALK AS STIPULATED. ANY STORAGE OF MATERIAL OR STORAGE OF EQUIPMENT REQUIRES A SEPARATE PERMIT.

NOISE1 OCNC STREET

BY SUBMITTING THIS APPLICATION AND/OR RENEWAL REQUEST, THE PERMITTEE CERTIFIES ITS COMPLIANCE WITH ALL APPLICABLE CITY/STATE CONSTRUCTION NOISE MITIGATION REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THE DEVELOPMENT OF A COMPLIANT NOISE MITIGATION OR ALTERNATIVE NOISE MITIGATION PLAN. PLEASE CONTACT THE NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION (WWW.NYC.GOV/DEP) FOR FURTHER INFORMATION.

PERMIT ORIGINALLY PRINTED ON 10/01/2010 AT 14:52 BY SHAYNA L. JACKMAN-PERMIT OFFICE

PAGE 3 OF 3

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

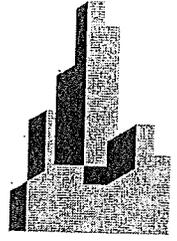
COMMISSIONER

PER



NYS LAW
Call 1-800-272-4453 re: Safe Street Opening Excavations
New York State Industrial Code, Rule 753 mandating 2-10 business days notice prior to digging

TRANSMITTAL



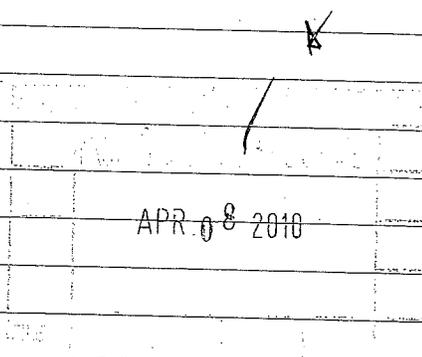
VRH
CONSTRUCTION CORP.
General Contractors &
Construction Managers

To	Aram Kaprielian	cc	Mike Murray & File
From	Emily Fernandez		
Subject	BT. 200.200. WO #21 - Permits		<i>com [unclear]</i>
Date	4/2/10		

Aram,

Attached please the permits for the above-captioned work order. The permits are set to expire on 6/30/10.

Thank you.



APR 08 2010

*cc [unclear]
PS
Per [unclear]*

c/o The Port Authority of NY & NJ
125 Eighth Avenue, 1st Fl. Air Rights Room
New York, NY
10018

Phone
212.629.6187

Fax
212.629.9243



New York City Department of Transportation

PERMIT #: R04-2010091-015
RECORDED #: RCHE
PREVIOUS #: R04-2010004-006

BOUCH: MANHATTAN
SPECT: DIST: 32
NY: ROAD: 4

SIDEWALK CONSTRUCTION PERMIT
PERMIT VALID FROM 04/01/2010 TO 06/30/2010

FEES (NON-REFUNDABLE):
ADMIN \$210.00
REISSUE

PERMIT TYPE 0401
ROADWAY TYPE
SIDEWALK TYPE CONCRETE
ISSUE DATE 04/01/2010

TOTAL FEE \$***210.00 FEE WAIVED

PERMISSION HEREBY GRANTED TO:

NAME: VEH CONSTRUCTION CORP
CONTACT NAME: ROBERT WORTMAN
PHONE: (201) 871-4422
ADDRESS: 320 GRAND AVENUE ENGLEWOOD NJ 07631
PR OF NY & NJ CONTRACTOR

LICENSE # :
CONTRACT # : BT200,200

TO OPEN THE SIDEWALK AT:

HOUSE #:
ON STREET: WEST 41 STREET
FROM STREET: D AVENUE
TO STREET: B AVENUE

FOR A MAXIMUM LENGTH OF 200 FEET

FOR THE PURPOSE OF: REPAIR SIDEWALK

SEE PAGE 2 FOR STIPULATIONS ***

PERMIT ORIGINALLY PRINTED ON 04/01/2010 AT 15:44 BY JUSTIN WARTON, PRAT COLLEGE AD

PAGE 1 OF 1

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.


COMMISSIONER
PER _____



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City
Department of Transportation

PERMIT # : N04-2010091-015
RECORDED # : NONE
PREVIOUS # : N04-2010004-006

SIDEWALK CONSTRUCTION PERMIT
PERMIT VALID FROM 04/01/2010 TO 06/30/2010

ALL WORK MUST ADHERE TO THE FOLLOWING STIPULATIONS : 038 056 091 037 103 107 410
SCHOOL NOISE1 0CNC20

SPECIFIC STIPULATIONS : NA/ VK AS PER ATT. STIP REC 07215

038 OCNC-STREE

WARNING SIGNS AND TRAFFIC SAFETY DEVICES SHALL BE PROVIDED, INSTALLED, MAINTAINED AND REMOVED BY THE PERMITTEE IN ACCORDANCE WITH THE "FEDERAL MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES". THE MANUAL MAY BE OBTAINED AT [HTTP://WWW.FHWA.DOT.GOV](http://www.fhwa.dot.gov)

066 OCNC-STREE

DO NOT PLACE MATERIALS, TRAILERS, CRANES, CONTAINERS, OR EQUIPMENT IN FRONT OF DRIVEWAYS, BUS STOPS, WITHIN FIVE FEET OF A FIRE HYDRANT, IN AUTHORIZED PARKING ZONES OR BLOCKING ACCESS TO DEP WATER TESTING BOXES. IF WORK IS DIRECTED IN AREA OF ABOVE, MAY BE IN VICINITY OF ALL ABOVE WHILE WORKING BUT NOT WHEN SITE IS UNATTENDED.

091 OCNC-STREE

THIS PERMIT ACTIVITY MAY NOT START UNTIL THE PERMITTEE COORDINATES ALL WORK AND RESTORATION REQUIREMENTS WITH THE RESIDENT ENGINEER.

037 OCNC-STREE

SECTION 24-226 ADMINISTRATIVE CODE VARIANCE GRANTED FOR HOURS AND DAYS STIPULATED HEREIN

103 OCNC-STREE

PARKING OF PRIVATE VEHICLES ON THE STREET (ROADWAY AND SIDEWALK) WORK AREAS IS PROHIBITED.

107 OCNC-STREE

LOADING AND UNLOADING, STANDING OR PARKING IN A LANE ADJACENT TO THE WORK ZONE IN THE ROADWAY IS PROHIBITED. THIS APPLIES TO PERMITTEES AND ALL OF THEIR SUBCONTRACTORS.

410 OCNC-STREE

VARIANCE GRANTED TO WORK DURING THE "HOLIDAY" EMPLOYE NOVEMBER TO JANUARY, AS STIPULATED BY THE O.C.N.C. OFFICE

SEE PAGE 3 FOR STIPULATIONS

PERMIT ORIGINALLY PRINTED ON 04/01/2010 AT 15:44 BY JUSTIN HAXTON PRNT COLLEGE AD

PAGE 2 OF 3

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

PER

COMMISSIONER



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City
Department of Transportation

PERMIT # : N04-2010091-015
RECORDED # : NONE
PREVIOUS # : N04-2010004-006

BOUQUET MANHATTAN
SPECT DIST: 33
M BOARD: 6

SIDWALK CONSTRUCTION PERMIT
PERMIT VALID FROM 04/01/2010 TO 06/30/2010

SCHOOL: 0CNC STREET

NO WORK TO BE PERFORMED WITHIN BLOCK FRONTING SCHOOL INCLUDING INTERSECTIONS FOR ONE HOUR PRIOR TO SCHOOL START TIME THROUGH ONE HOUR AFTER END OF SCHOOL TIME. PERMITTEE MUST NOTIFY SCHOOL PRINCIPAL IN WRITING 48 HOURS PRIOR TO BEGINNING ANY WORK. THIS STIP VOIDS ANY/ ALL OTHER CONFLICTING STIPS ON THIS PERMIT UNLESS ACCOMPANIED WITH VARIANCE STIP PAR001.

NOISE: 0CNC STREET

BY SUBMITTING THIS APPLICATION AND/OR RE NEWAL REQUEST, THE PERMITTEE CERTIFIES TO COMPLIANCE WITH ALL APPLICABLE CITY/STATE CONSTRUCTION NOISE MITIGATION REQUIREMENTS INCLUDING BUT NOT LIMITED TO, THE DEVELOPMENT OF A COMPLIANT NOISE MITIGATION OR ALTERNATIVE NOISE MITIGATION PLAN. PLEASE CONTACT THE NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION (WWW.NYC.GOV/DEP) FOR FURTHER INFORMATION.

0CNC2D: 0CNC STREET

WORK IN ACCORDANCE WITH 0CNC STIP SHEET WHICH MUST BE ATTACHED TO PERMIT AND ON SITE.

PERMIT ORIGINALLY PRINTED ON 04/01/2010 AT 15:44 BY JUSTIN NANTON-PRNT COLLEGE AD

PAGE 3 OF 3

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.


COMMISSIONER
PER _____



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City Department of Transportation

PERMIT #: M02-2010091-236
RECORDED #: 00000000
PREVIOUS #: M02-2010004-002

BOUGH: MANHATTAN
SPECT. DIST: 32
IN. BOARD

BUILDING OPERATION PERMIT
PERMIT VALID FROM 04/01/2010 TO 06/30/2010

FEES (NON-REFUNDABLE):
ADMIN \$**50.00
REISSUE

PERMIT TYPE 0204
ROADWAY TYPE ASPHALT
SIDEWALK TYPE CONCRETE
ISSUE DATE 04/01/2010

TOTAL FEE \$***50.00 FEE WAIVED

PERMISSION HEREBY GRANTED TO:
NAME: VEH CONSTRUCTION CORP.
CONTACT NAME: ROBERT WORTHAN
PHONE: (201) 9-871-4422
ADDRESS: 320 GRAND AVENUE ENGLEWOOD NJ 07631
PA OF NY & NJ CONTRACTOR

LICENSE # :
CONTRACT # : ET200.200

TO OCCUPY THE ROADWAY AND/OR SIDEWALK IN FRONT OF:
HOUSE #:
OR STREET: WEST 41 STREET
FROM STREET: 8 AVENUE
TO STREET: 9 AVENUE

FOR THE PURPOSE OF: PLACE EQUIPMENT OTHER THAN CRANE OR SHOY
BOLLARDS
M0584041
M0582041

SEE PAGE 2 FOR STIPULATIONS

PERMIT ORIGINALS PRINTED ON 04/01/2010 AT 15:43 BY JUSTIN HARTON PRNT COLLEGE AD

PAGE 1 OF 3

COMMISSIONER

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

PER _____



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City Department of Transportation

PERMIT #: N02-2010091-236
RECORDED #: 00000000
PREVIOUS #: N02-2010004-002

BOULEVARD: MANHATTAN
SPECTRUM: 32
CITY BOARD: 4

BUILDING OPERATION PERMIT
PERMIT VALID FROM 04/01/2010 TO 06/30/2010

ALL WORK MUST ADHERE TO THE FOLLOWING STIPULATIONS: 038-066-091-103 410
SCHOOL NOISE! 06NC19

SPECIFIC STIPULATIONS
030 OCNC STREET

AS PER REC07-215
WARNING SIGNS AND TRAFFIC SAFETY DEVICES SHALL BE PROVIDED, INSTALLED, MAINTAINED
AND REMOVED BY THE PERMITTEE IN ACCORDANCE WITH THE "FEDERAL
MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES". THE MANUAL MAY BE OBTAINED AT
HTTP://MUTCD.FHWA.DOT.GOV

066 OCNC STREET

DO NOT PLACE MATERIALS, TRAILERS, CRANES, CONTAINERS, OR EQUIPMENT IN FRONT OF
DRIVEWAYS, BUS STOPS, WITHIN FIVE FEET OF A FIRE HYDRANT, IN
AUTHORIZED PARKING ZONES OR BLOCKING ACCESS TO DEP WATER TESTING BOXES.
IF WORK IS DIRECTLY IN AREA OF ABOVE, MAY BE IN VICINITY OF ALL ABOVE WHILE
WORKING BUT NOT WHEN SITE IS UNATTENDED.

091 OCNC STREET

THIS PERMIT ACTIVITY MAY NOT START UNTIL THE PERMITTEE COORDINATES ALL WORK AND
RESTORATION REQUIREMENTS WITH THE RESIDENT ENGINEER.

103 OCNC STREET

PARKING OF PRIVATE VEHICLES ON THE STREET (ROADWAY AND SIDEWALK) WORK AREAS
IS PROHIBITED.

410 OCNC STREET

VARIANCE GRANTED TO WORK DURING THE "HOLIDAY" ENBARGO-NOVEMBER TO JANUARY,
AS STIPULATED BY THE O.C.N.C. OFFICE.

SEE PAGE 3 FOR STIPULATIONS

PERMIT ORIGINALLY ISSUED ON 04/07/2010 AT 15:44 BY JUSTIN HARTON, PRATT COLLEGE AD

PAGE 2 OF 3

COMMISSIONER

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES
AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF
TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE
PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE
PERMIT BY THE COMMISSIONER.

PER _____



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City
Department of Transportation

PERMIT #: M02-2010891-236
RECORDED #: 00000000
PREVIOUS #: M02-2010004-002

BOUGH: MANHATTAN
DIST: 32
BOARD: 4

BUILDING OPERATION PERMIT
PERMIT VALID FROM 04/01/2010 TO 06/30/2010

SCHOOL: OCHC STREET

NO WORK TO BE PERFORMED WITHIN BLOCK FRONTING SCHOOL INCLUDING INTERSECTIONS FOR ONE HOUR PRIOR TO SCHOOL START TIME THROUGH ONE HOUR AFTER END OF SCHOOL TIME. PERMITTEE MUST NOTIFY SCHOOL PRINCIPAL IN WRITING 48 HOURS PRIOR TO BEGINNING ANY WORK. THIS STIP VOIDS ANY/ ALL OTHER CONFLICTING STIPS ON THIS PERMIT UNLESS ACCOMPANIED WITH VARIANCE STIP VARD01.

NOISE: OCHC STREET

BY SUBMITTING THIS APPLICATION AND/OR RE NEWAL REQUEST, THE PERMITTEE CERTIFIES TO COMPLIANCE WITH ALL APPLICABLE CITY/STATE CONSTRUCTION NOISE MITIGATION REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THE DEVELOPMENT OF A COMPLIANT NOISE MITIGATION OR ALTERNATIVE NOISE MITIGATION PLAN. PLEASE CONTACT THE NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION (WWW.NYC.GOV/DEP) FOR FURTHER INFORMATION.

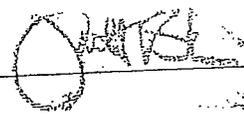
OCNC19: OCHC STREET

WORK IN ACCORDANCE WITH OCHC STIP SHEET AND LOCATION SHEET WHICH MUST BE ATTACHED TO PERMIT AND ON SITE.

PERMIT ORIGINALLY PRINTED ON 04/01/2010 AT 15:43 BY JUSTIN HANTON PRINT COLLEGE AD

PAGE 3 OF 3

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

 _____ COMMISSIONER
PER _____



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City Department of Transportation

PERMIT # : H02-2010091-237
RECORDED # : 00000000
PREVIOUS # : H02-2010004-004

BOUQUET MANHATTAN
SPECT. DIST. 32
CITY BOARD

BUILDING OPERATION PERMIT
PERMIT VALID FROM 06/01/2010 TO 06/30/2010

FEES (NON-REFUNDABLE):
ADMIN \$**50.00
REISSUE

PERMIT TYPE 0215
ROADWAY TYPE
SIDEWALK TYPE CONCRETE
ISSUE DATE 04/01/2010

TOTAL FEE \$**50.00 FEE WAIVED

PERMISSION HEREBY GRANTED TO:
NAME VRS CONSTRUCTION CORP.
CONTACT NAME ROBERT BORTMAN
PHONE (320E) 871-4422
ADDRESS 320 GRAND AVENUE ENGLEWOOD NJ 07631
PA. OF NY & NJ CONTRACTOR

LICENSE #
CONTRACT # : BT200.200

TO OCCUPY THE SIDEWALK IN FRONT OF
HOUSE #
ON STREET WEST 41 STREET
FROM STREET 8 AVENUE
TO STREET 9 AVENUE

FOR THE PURPOSE OF OCCUPANCY OF SIDEWALK AS STIPULATED
ROLLARDS
H0584841
H0582841

SEE PAGE 2 FOR STIPULATIONS

PERMIT ORIGINALLY PRINTED ON 04/01/2010 AT 15:43 BY JUSTIN HANTON, PRINT COLLEGE AD

PAGE 1 OF 3

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.


COMMISSIONER
PER _____



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City Department of Transportation

PERMIT # : N02-2010091-237
RECORDED # : 00000000
PREVIOUS # : N02-2010004-084

DOUGH
SPECT DIST: 12
IN BOARD

BUILDING OPERATION PERMIT
PERMIT VALID FROM 04/01/2010 TO 05/30/2010

ALL WORK MUST ADHERE TO THE FOLLOWING STIPULATIONS : 039 066 091 103 410
SCHOOL HIQADI HOISEI OCACIA

SPECIFIC STIPULATIONS :
039 : OCNC-STREE : AS PER NECB7-215
WARNING SIGNS AND TRAFFIC SAFETY DEVICES SHALL BE PROVIDED, INSTALLED, MAINTAINED AND REMOVED BY THE PERMITTEE IN ACCORDANCE WITH THE "FEDERAL MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES". THE MANUAL MAY BE OBTAINED AT [HTTP://MUTCD.FHWA.DOT.GOV](http://mutcd.fhwa.dot.gov)

066 : OCNC-STREE : DO NOT PLACE MATERIALS, TRAILERS, CRANES, CONTAINERS, OR EQUIPMENT IN FRONT OF DRIVEWAYS, BUS STOPS, WITHIN FIVE FEET OF A FIRE HYDRANT, IN AUTHORIZED PARKING ZONES OR BLOCKING ACCESS TO DEEP WATER TESTING BOXES. IF WORK IS DIRECTLY IN FRONT OF ABOVE, MAY BE IN VICINITY OF ALL ABOVE WHILE WORKING BUT NOT WHEN SITE IS UNATTENDED.

091 : OCNC-STREE : THIS PERMIT ACTIVITY MAY NOT START UNTIL THE PERMITTEE COORDINATES ALL WORK AND RESTORATION REQUIREMENTS WITH THE RESIDENT ENGINEER.

103 : OCNC-STREE : PARKING OF PRIVATE VEHICLES ON THE STREET (ROADWAY AND SIDEWALK) WORK AREAS IS PROHIBITED.

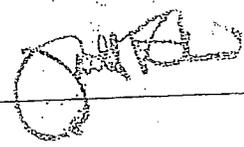
410 : OCNC-STREE : VARIANCE GRANTED TO WORK DURING THE "HOLIDAY" EMBARGO-NOVEMBER TO JANUARY, AS STIPULATED BY THE O.C.N.C. OFFICE.

SEE PAGE 3 FOR STIPULATIONS

PERMIT ORIGINALLY PRINTED ON 04/01/2010 AT 15:43 BY JUSTIN HARTON-PRINT COLLEGE AD

PAGE 2 OF 3

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.


COMMISSIONER
PER _____



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City Department of Transportation

BOOUGH: MANHATTAN
DISTRICT: 32
COM: BOARD

PERMIT #: M02-2010091-237
RECORDED #: 00000000
PREVIOUS #: M02-2010004-004

BUILDING OPERATION PERMIT
PERMIT VALID FROM: 04/01/2010 TO 06/30/2010

SCHOOL OCNC STREET

NO WORK TO BE PERFORMED WITHIN BLOCK FRONTING SCHOOL INCLUDING INTERSECTIONS FOR ONE HOUR PRIOR TO SCHOOL START TIME THROUGH ONE HOUR AFTER END OF SCHOOL TIME. PERMITTEE MUST NOTIFY SCHOOL PRINCIPAL IN WRITING 48 HOURS PRIOR TO BEGINNING ANY WORK. THIS STIP WAIVES ANY/ ALL OTHER CONFLICTING STIPS ON THIS PERMIT UNLESS ACCOMPANIED WITH VARIANCE STIP VARD001.

ROAD OCNC STREET

THIS PERMIT ONLY ALLOWS FOR THE CLOSURE OF A ROADWAY OR SIDEWALK AS STIPULATED. ANY STORAGE OF MATERIAL OR STORAGE OF EQUIPMENT REQUIRES A SEPARATE PERMIT.

NOISEL OCNC STREET

BY SUBMITTING THIS APPLICATION AND/OR RENEWAL REQUEST, THE PERMITTEE CERTIFIES ITS COMPLIANCE WITH ALL APPLICABLE CITYWIDE CONSTRUCTION NOISE MITIGATION REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THE DEVELOPMENT OF A COMPLIANT NOISE MITIGATION OR ALTERNATIVE NOISE MITIGATION PLAN. PLEASE CONTACT THE NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION (WWW.NYC.GOV/DE.P) FOR FURTHER INFORMATION.

OCNC TO OCNC STREET

WORK IN ACCORDANCE WITH OCNC STIP SHEET AND LOCATION SHEET WHICH MUST BE ATTACHED TO PERMIT AND ON SITE.

PERMIT ORIGINALLY PRINTED ON 04/01/2010 AT 15:43 BY JUSTIN HANTON PRMT COLLEGE AD

PAGE 3 OF 3

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

COMMISSIONER

PER



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City Department of Transportation

PERMIT # : A02-2010091-238
RECORDED # : NONE
PREVIOUS # : A02-2010004-005

BOUGH : MANHATTAN
DISTRICT : 32
BOARD : 4

BUILDING OPERATION PERMIT
PERMIT VALID FROM 04/01/2010 TO 05/30/2010

FEES (NON-REFUNDABLE)
ADMIN : \$**50.00
REISSUE

PERMIT TYPE : 0211
ROADWAY TYPE : ASPHALT
SIDEWALK TYPE
ISSUE DATE : 04/01/2010

TOTAL FEE \$***50.00 FEE WAIVED

PERMISSION HEREBY GRANTED TO
NAME : YRN CONSTRUCTION CORP
CONTACT NAME : ROBERT BORTMAN
PHONE : (201) 471-4422
ADDRESS : 320 GRAND AVENUE, ENGLEWOOD, NJ 07631
PA OF NY & NJ CONTRACTOR

LICENSE # :
CONTRACT # : RT200.200

TO OCCUPY THE ROADWAY IN FRONT OF
HOUSE # :
ON STREET : WEST 41 STREET
FROM STREET : 8 AVENUE
TO STREET : 9 AVENUE

FOR THE PURPOSE OF : OCCUPANCY OF ROADWAY AS STIPULATED
BOLLARDS
R0504841
R05H2841

SEE PAGE 2 FOR STIPULATIONS

PERMIT ORIGINALLY PRINTED ON 04/01/2010 AT 15:43 BY JUSTIN RANTON-PRIET COLLEGE AD

PAGE 1 OF 3

COMMISSIONER

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

PER _____



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City
Department of Transportation

BOURGH : MANHATTAN
DISTRICT : 12
COMMISSIONER BOARD : 4

PERMIT # : A02-2010091-238
RECORDED # : NONE
PREVIOUS # : A02-2010091-005

BUILDING OPERATION PERMIT
PERMIT VALID FROM 04/01/2010 TO 06/30/2010

ALL WORK MUST ADHERE TO THE FOLLOWING STIPULATIONS : 038 066 091 183 410
SCHOOL NEARBY NOISE!

SPECIFIC STIPULATIONS : NA AS PER REC 07-215
038 OCNC-STREE WARNING SIGNS AND TRAFFIC SAFETY DEVICES SHALL BE PROVIDED, INSTALLED, MAINTAINED AND REMOVED BY THE PERMITTEE IN ACCORDANCE WITH THE "FEDERAL MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES". THE MANUAL MAY BE OBTAINED AT [HTTP://NVTCD.FHWA.DOT.GOV](http://nvtcd.fhwa.dot.gov)

066 OCNC-STREE DO NOT PLACE MATERIALS, TRAILERS, CRANES, CONTAINERS, OR EQUIPMENT IN FRONT OF DRIVEWAYS, BUS STOPS, WITHIN FIVE FEET OF A FIRE HYDRANT, IN AUTHORIZED PARKING ZONES OR BLOCKING ACCESS TO DEPTH WATER TESTING BOXES. IF WORK IS DIRECTLY IN AREA OF ABOVE, MAY BE IN VICINITY OF ALL ABOVE WHILE WORKING BUT NOT WHEN SITE IS UNATTENDED.

091 OCNC-STREE THIS PERMIT ACTIVITY MAY NOT START UNTIL THE PERMITTEE COORDINATES ALL WORK AND RESTORATION REQUIREMENTS WITH THE RESIDENT ENGINEER.

103 OCNC-STREE PARKING OF PRIVATE VEHICLES ON THE STREET (ROADWAY AND SIDEWALK) WORK AREAS IS PROHIBITED.

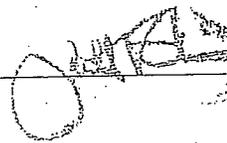
410 OCNC-STREE VARIANCE GRANTED TO WORK DURING THE "HOLIDAY" EMBARGO-NOVEMBER TO JANUARY, AS STIPULATED BY THE O.C.N.C. OFFICE.

SEE PAGE 3 FOR STIPULATIONS ***

PERMIT ORIGINAL PRINTED ON 04/01/2010 AT 15:43 BY JUSTIN HARTON PRINCE COLLEGE AD

PAGE 2 OF 3

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

 COMMISSIONER
PER _____



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations.
New York State Industrial Code, Rule 753 mandates 2-10 business days notice prior to digging.



New York City
Department of Transportation

PERMIT # : NO2-2010091-238
RECORDED # : NONE
PREVIOUS # : NO2-2010004-095

BOOTH: MANHATTAN
DISTRICT: 32
BOARD:

BUILDING OPERATION PERMIT
PERMIT VALID FROM 04/01/2010 TO 06/30/2010

SCHOOL: OCHC STREET

NO WORK TO BE PERFORMED WITHIN BLOCK FRONTING SCHOOL INCLUDING INTERSECTIONS FOR ONE HOUR PRIOR TO SCHOOL START TIME THROUGH ONE HOUR AFTER END OF SCHOOL TIME. PERMITTEE MUST NOTIFY SCHOOL PRINCIPAL IN WRITING 48 HOURS PRIOR TO BEGINNING ANY WORK. THIS STIP VOIDS ANY/ ALL OTHER CONFLICTING STIPS ON THIS PERMIT UNLESS ACCOMPANIED WITH VARIANCE STIP VAR001.

ROAD: OCHC STREET

THIS PERMIT ONLY ALLOWS FOR THE CLOSURE OF A ROADWAY OR SIDEWALK AS STIPULATED. ANY STORAGE OF MATERIAL OR STORAGE OF EQUIPMENT REQUIRES A SEPARATE PERMIT.

NOISE: OCHC STREET

BY SUBMITTING THIS APPLICATION AND/OR RENEWAL REQUEST, THE PERMITTEE CERTIFIES ITS COMPLIANCE WITH ALL APPLICABLE CITYWIDE CONSTRUCTION NOISE MITIGATION REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THE DEVELOPMENT OF A COMPLIANT NOISE MITIGATION OR ALTERNATIVE NOISE MITIGATION PLAN. PLEASE CONTACT THE NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION (WWW.NYC.GOV/DEP) FOR FURTHER INFORMATION.

PERMIT ORIGINALLY PRINTED ON 04/01/2010 AT 15:43 BY JUSTIN HANTON PRNT COLLEGE AD.

PAGE 3 OF 3

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

COMMISSIONER

PER _____



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City Department of Transportation

PERMIT #: M02-2010091-238
RECORDED #: NONE
PREVIOUS #: M02-2010004-066

BOOUGH: MANHATTAN
DISTRICT: 32
BOARD:

BUILDING OPERATION PERMIT
PERMIT VALID FROM: 04/01/2010 TO 06/30/2010

FEES (NON-REFUNDABLE):
ADMIN \$**50.00
REISSUE

PERMIT TYPE: 0204
ROADWAY TYPE: ASPHALT
SIDEWALK TYPE: CONCRETE
ISSUE DATE: 04/01/2010

TOTAL FEE \$**50.00 FEE WAIVED

PERMISSION HEREBY GRANTED TO:
NAME: VRE CONSTRUCTION CORP
CONTACT NAME: ROBERT HORTMAN
PHONE: (6201) 871-4422
ADDRESS: 320 GRAND AVENUE ENGLEWOOD NJ 07631
PA OF NY & NJ CONTRACTOR

LICENSE # :
CONTRACT # : BT200.200

TO OCCUPY THE ROADWAY AND/OR SIDEWALK IN FRONT OF:
HOUSE #:
ON STREET: WEST 41 STREET
FRONT STREET: 9 AVENUE
TO STREET: DYER AVENUE

FOR THE PURPOSE OF: PLACE EQUIPMENT OTHER THAN CRANE OR SHOY
K0518841
K05N2841

SEE PAGE 2 FOR STIPULATIONS ***

PERMIT ORIGINALLY PREPARED ON 04/01/2010 AT 15:43 BY JUSTIN HANTON, PRMT COLLEGE AD

PAGE 1 OF 3

COMMISSIONER

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

PER



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City Department of Transportation

PROJECT DIST: 32
CANE BOARD

PERMIT # : H02-2010091-239
RECORDED # : NONE
PREVIOUS # : H02-2010004-006

BUILDING OPERATION PERMIT
PERMIT VALID FROM 04/01/2010 TO 06/30/2010

ALL WORK MUST ADHERE TO THE FOLLOWING STIPULATIONS : 038 066 091 103 107 410
SCHOOL NOISE1 00NC19

SPECIFIC STIPULATIONS : NA
038 OCNC-STREE

WARNING SIGNS AND TRAFFIC SAFETY DEVICES SHALL BE PROVIDED, INSTALLED, MAINTAINED AND REMOVED BY THE PERMITTEE IN ACCORDANCE WITH THE "FEDERAL MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES". THE MANUAL MAY BE OBTAINED AT [HTTP://WWW.FHWA.DOT.GOV](http://www.fhwa.dot.gov)

066 OCNC-STREE

DO NOT PLACE MATERIALS, TRAILERS, CRANES, CONTAINERS, OR EQUIPMENT IN FRONT OF DRIVEWAYS, BUS STOPS, WITHIN FIVE FEET OF A FIRE HYDRANT, IN AUTHORIZED PARKING ZONES OR BLOCKING ACCESS TO DEEP WATER TESTING BOXES. IF WORK IS DIRECTLY IN AREA OF ABOVE, MAY BE IN VICINITY OF ALL ABOVE WHILE WORKING BUT NOT WHEN SITE IS UNATTENDED.

091 OCNC-STREE

THIS PERMIT ACTIVITY MAY NOT START UNTIL THE PERMITTEE COORDINATES ALL WORK AND RESTORATION REQUIREMENTS WITH THE RESIDENT ENGINEER.

103 OCNC-STREE

PARKING OF PRIVATE VEHICLES ON THE STREET (ROADWAY AND SIDEWALK) WORK AREAS IS PROHIBITED.

107 OCNC-STREE

LOADING AND UNLOADING, STANDING OR PARKING IN A LANE ADJACENT TO THE WORK ZONE IN THE ROADWAY IS PROHIBITED. THIS APPLIES TO PERMITTEES AND ALL OF THEIR SUBCONTRACTORS.

410 OCNC-STREE

VARIANCE GRANTED TO WORK DURING THE "HOLIDAY" ENBARGO-NOVEMBER TO JANUARY, AS STIPULATED BY THE OCNC-OFFICE.

SEE PAGE 3 FOR STIPULATIONS

PERMIT GENERALLY PRINTED ON 04/01/2010 AT 15:43 BY JUSTIN HANTON FRMT COLLEGE AD

PAGE 2 OF 3

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

COMMISSIONER

PER



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City Department of Transportation

PERMIT # : H02-2010091-239
RECORDED # : NONE
PREVIOUS # : H02-2010004-006

BOUGH : MANHATTAN
SPECT DIST : 32
ST BOARD : 4

BUILDING OPERATION PERMIT
PERMIT VALID FROM 05/01/2010 TO 06/30/2010

SCHOOL OCAC STREET

NO WORK TO BE PERFORMED WITHIN BLOCK FRONTING SCHOOL INCLUDING INTERSECTIONS FOR ONE HOUR PRIOR TO SCHOOL START TIME THROUGH ONE HOUR AFTER END OF SCHOOL TIME. PERMITTEE MUST NOTIFY SCHOOL PRINCIPAL IN WRITING 48 HOURS PRIOR TO BEGINNING ANY WORK. THIS STIP VOIDS ANY/ ALL OTHER CONFLICTING STIPS ON THIS PERMIT UNLESS ACCOMPANIED WITH VARIANCE STIP VARI001.

NOISEI OCAC STREET

BY SUBMITTING THIS APPLICATION AND/OR RE NEWAL REQUEST, THE PERMITTEE CERTIFIES I TS COMPLIANCE WITH ALL APPLICABLE CITY/STATE CONSTRUCTION NOISE MITIGATION REQUIRE MENTS INCLUDING, BUT NOT LIMITED TO, THE DEVELOPMENT OF A COMPLIANT NOISE MITIGA TION OR ALTERNATIVE NOISE MITIGATION PLAN. PLEASE CONTACT THE NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION (WWW.NYC.GOV/DEP) FOR FURTHER INFORMATION.

OCAC19 OCAC STREET

WORK IN ACCORDANCE WITH OCAC STIP SHEET AND LOCATION SHEET WHICH MUST BE ATTACHED TO PERMIT AND ON SITE.

PERMIT ORIGINALLY PRINTED ON 04/01/2010 AT 15:43 BY JUSTIN HARTON PRNT COLLEGE AD

PAGE 3 OF 3

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.


COMMISSIONER
PER _____



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City
Department of Transportation

PERMIT #: N02-2010091-252
RECORDED #: NONE
PREVIOUS #: N02-2010004-010

BUILDING OPERATION PERMIT
PERMIT VALED FROM 04/01/2010 TO 06/30/2010

ALL WORK MUST ADHERE TO THE FOLLOWING STIPULATIONS: 037 013 039 065 091 101 103 107 410
SCHOOL HOUSE 1
SPECIFIC STIPULATIONS: NO OCCUPY 9' EAST CURB/LANE 24/7 WORK 10PM-5AM
SUNDAY - FRIDAY 8:12:01A - 00: SAT & SUN
NIGHTS AS PER REC07-215
SECTION 24-224 ADMINISTRATIVE CODE VARIANCE GRANTED FOR HOURS AND DAYS
STIPULATED HEREIN

- 037 OCNC-STREE MAINTAIN MINIMUM 5 FOOT CLEAR SIDEWALK
- 013 OCNC-STREE
- 039 OCNC-STREE WARNING SIGNS AND TRAFFIC SAFETY DEVICES SHALL BE PROVIDED, INSTALLED, MAINTAINED AND REMOVED BY THE PERMITTEE IN ACCORDANCE WITH THE "FEDERAL MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES". THE MANUAL MAY BE OBTAINED AT [HTTP://MUTCD.FHWA.DOT.GOV](http://mutcd.fhwa.dot.gov)
- 065 OCNC-STREE DO NOT PLACE MATERIALS, TRAILERS, CRANES, CONTAINERS, OR EQUIPMENT IN FRONT OF DRIVEWAYS, BUS STOPS, WITHIN FIVE FEET OF A FIRE HYDRANT, IN AUTHORIZED PARKING ZONES OR BLOCKING ACCESS TO DEP WATER TESTING BOXES. IF WORK IS DIRECTLY IN AREA OF ABOVE, MAY BE IN VICINITY OF ALL ABOVE WHILE WORKING, BUT NOT WHEN SITE IS UNATTENDED.
- 091 OCNC-STREE THIS PERMIT ACTIVITY MAY NOT START UNTIL THE PERMITTEE COORDINATES ALL WORK AND RESTORATION REQUIREMENTS WITH THE RESIDENT ENGINEER.
- 101 OCNC-STREE THE PERMITTEE IS REQUIRED TO INSTALL, MAINTAIN, AND REMOVE ALL NECESSARY TEMPORARY PARKING AND REGULATORY SIGNS AND PAVEMENT MARKINGS AND RESTORE TO THEIR ORIGINAL CONDITION PER NYC DOT STANDARDS PRIOR TO THE EXPIRATION OF THE PERMIT. PERMITTEE MUST NOTIFY NYPD/TRAFFIC MANAGEMENT CENTER 48 HOURS PRIOR TO CHANGING ANY SIGNS/MARKINGS. APPROVED PLANS MUST BE ON SITE.
- 103 OCNC-STREE PARKING OF PRIVATE VEHICLES ON THE STREET (ROADWAY AND SIDEWALK) WORK AREAS IS PROHIBITED.
- 107 OCNC-STREE LOADING AND UNLOADING, STANDING OR PARKING IN A LANE ADJACENT TO THE WORK ZONE OR THE ROADWAY IS PROHIBITED. THIS APPLIES TO PERMITTEES AND ALL OF THEIR SUBCONTRACTORS.
- 410 OCNC-STREE VARIANCE GRANTED TO WORK DURING THE HOLIDAY EMBARGO-NOVEMBER TO JANUARY, AS STIPULATED BY THE O.C.N.C. OFFICE.

*** SEE PAGE 3 FOR STIPULATIONS ***

PERMIT ORIGINALLY PRINTED ON 04/01/2010 AT 15:43 BY JUSTIN WANTON PRNT COLLEGE AD

PAGE 2 OF 3

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

_____ COMMISSIONER
PER _____



New York City
Department of Transportation

PERMIT # : NO2-2010091-252
RECORDED # : NONE
PREVIOUS # : NO2-2010004-010

BOOUGH: MANHATTAN
DISTRICT: 32
CITY BOARD

BUILDING OPERATION PERMIT
PERMIT VALID FROM 04/01/2010 TO 06/30/2010

SCHOOL OCHC STREET

NO WORK TO BE PERFORMED WITHIN BLOCK FRONTING SCHOOL INCLUDING INTERSECTIONS FOR ONE HOUR PRIOR TO SCHOOL START TIME THROUGH ONE HOUR AFTER END OF SCHOOL TIME. PERMITTEE MUST NOTIFY SCHOOL PRINCIPAL IN WRITING 48 HOURS PRIOR TO BEGINNING ANY WORK. THIS STIP VOIDS ANY/ ALL OTHER CONFLICTING STIPS ON THIS PERMIT UNLESS ACCOMPANIED WITH VARIANCE STIP VARDOL.

ROBEL OCHC STREET

BY SUBMITTING THIS APPLICATION AND/OR RE NEVAL REQUEST, THE PERMITTEE CERTIFIES IT IS COMPLIANCE WITH ALL APPLICABLE CITYWIDE CONSTRUCTION NOISE MITIGATION REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THE DEVELOPMENT OF A COMPLIANT NOISE MITIGATION OR ALTERNATIVE NOISE MITIGATION PLAN. PLEASE CONTACT THE NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION (WWW.NYC.GOV/DEP) FOR FURTHER INFORMATION.

PERMIT ORIGINALLY PRINTED ON 04/01/2010 AT 15:43 BY JUSTIN HANTON PRNT COLLEGE AD

PAGE 3 OF 3

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

COMMISSIONER

PER _____



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City Department of Transportation

PERMIT # : N01-2010091-255
RECORDED # : NONE
PREVIOUS # : N01-2010004-024

STREET OPENING PERMIT
PERMIT VALID FROM 04/01/2010 TO 06/30/2010

FEES (NON-REFUNDABLE):
ADMIN \$405.00
INSPECT
REISSUE

PERMIT TYPE 0119
ROADWAY TYPE ASPHALT
SIDEWALK TYPE
ISSUE DATE 04/01/2010

TOTAL FEE \$405.00 FEE WAIVED

PERMISSION HEREBY GRANTED TO:
NAME: VPH CONSTRUCTION CORP
CONTACT NAME: ROBERT WORTMAN
PHONE: (201) 871-4422
ADDRESS: 320 GRAND AVENUE ENGLEWOOD NJ 07631
PA OF NY & NJ CONTRACTOR

LICENSE # :
CONTRACT # : RT200.200

TO OPEN THE ROADWAY AT:
HOUSE #
ON STREET: WEST 41 STREET
FROM STREET: B AVENUE
TO STREET: B AVENUE

FOR A MAXIMUM LENGTH OF 200 FEET

FOR THE PURPOSE OF: PAVE STREET-W/ ENGINEERING & INSP FEE

SEE PAGE 2 FOR STIPULATIONS ***

PERMIT ORIGINALLY CREATED ON 04/01/2010 AT 15:43 BY JUSTIN HANTON PRNT COLLEGE AR

PAGE 1 OF 3

COMMISSIONER

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

PER



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City
Department of Transportation

PERMIT # : N01-2010091-255
RECORDED # : NONE
PREVIOUS # : N01-2010004-024

BOUQUET MANHATTAN
SPECIAL DISTRICT 32
STREET BOARD

STREET OPENING PERMIT
PERMIT VALID FROM 04/01/2010 TO 06/30/2010

ALL WORK MUST ADHERE TO THE FOLLOWING STIPULATIONS: : 038 091 066 037 103 107 410
SCHOOL WAGED1 WAGED2 HOISE1 OCNC20

- SPECIFIC STIPULATIONS: : NA / WK AS PER ATT. STIP SHEET NECO7215
- 038 OCNC-STREE WARNING SIGNS AND TRAFFIC SAFETY DEVICES SHALL BE PROVIDED, INSTALLED, MAINTAINED AND REMOVED BY THE PERMITTEE IN ACCORDANCE WITH THE "FEDERAL MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES". THE MANUAL MAY BE OBTAINED AT [HTTP://MUTCD.FHWA.DOT.GOV](http://mutcd.fhwa.dot.gov)
 - 091 OCNC-STREE THIS PERMIT ACTIVITY MAY NOT START UNTIL THE PERMITTEE COORDINATES ALL WORK AND RESTORATION REQUIREMENTS WITH THE RESIDENT ENGINEER.
 - 066 OCNC-STREE DO NOT PLACE MATERIALS, TRAILERS, CRANES, CONTAINERS, OR EQUIPMENT IN FRONT OF DRIVEWAYS, BUS STOPS, WITHIN FIVE FEET OF A FIRE HYDRANT, IN AUTHORIZED PARKING ZONES OR BLOCKING ACCESS TO DEP WATER TESTING BOXES. IF WORK IS DIRECTLY IN AREA OF ABOVE, MAY BE IN VICINITY OF ALL ABOVE WHILE WORKING BUT NOT WHEN SITE IS UNATTENDED.
 - 037 OCNC-STREE SECTION 24-224 ADMINISTRATIVE CODE VARIANCE GRANTED FOR HOURS AND DAYS STIPULATED HEREIN.
 - 103 OCNC-STREE PARKING OF PRIVATE VEHICLES ON THE STREET (ROADWAY AND SIDEWALK) WORK AREAS IS PROHIBITED.
 - 107 OCNC-STREE LOADING AND UNLOADING, STANDING OR PARKING IN A LANE ADJACENT TO THE WORK ZONE IN THE ROADWAY IS PROHIBITED. THIS APPLIES TO PERMITTEES AND ALL OF THEIR SUBCONTRACTORS.
 - 410 OCNC-STREE VARIANCE GRANTED TO WORK DURING THE "HOLIDAY" EMBARGO NOVEMBER TO JANUARY, AS STIPULATED BY THE D.C.M.C. OFFICE.

*** SEE PAGE 3 FOR STIPULATIONS ***

PERMIT ORIGINALLY PRINTED ON 04/01/2010 AT 15:43 BY JUSTIN HANTON PRMT COLLEGE AD

PAGE 2 OF 3

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

PER

COMMISSIONER



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City Department of Transportation

PERMIT # : N01-2010091-755
RECORDED # : NONE
PREVIOUS # : N01-2010004-074

ROUGH : MANHATTAN
DISTRICT : 32
PLAN BOARD : 1

STREET OPENING PERMIT
PERMIT VALID FROM 04/01/2010 TO 06/30/2010

SCHOOL OCNC STREET

NO WORK TO BE PERFORMED WITHIN BLOCK FRONTING SCHOOL INCLUDING INTERSECTIONS FOR ONE HOUR PRIOR TO SCHOOL START TIME THROUGH ONE HOUR AFTER END OF SCHOOL TIME. PERMITTEE MUST NOTIFY SCHOOL PRINCIPAL IN WRITING 48 HOURS PRIOR TO BEGINNING ANY WORK. THIS STIP VOIDS ANY/ ALL OTHER CONFLICTING STIPS ON THIS PERMIT UNLESS ACCOMPANIED WITH VARIANCE STIP VA2001.

WAGED1 WAGE STATE

NYC ADMINISTRATIVE CODE, 19-142, WORKERS ON EXCAVATIONS: A PERSON TO WHOM A PERMIT MAY BE ISSUED TO USE OR OPEN A STREET, SHALL BE REQUIRED, BEFORE SUCH PERMIT MAY BE ISSUED, TO AGREE THAT NONE BUT COMPETENT WORKERS, SKILLED IN THE WORK REQUIRED OF THEM, SHALL BE EMPLOYED THEREON. (CONT. ON STIP WAGED2)

WAGED2 WAGE STATE

AND THAT THE PREVAILING SCALE OF UNION WAGES SHALL BE THE PREVAILING WAGE FOR SIMILAR TITLES AS ESTABLISHED BY THE FISCAL OFFICER PURSUANT TO SEC. TWO HUNDRED TWENTY OF THE LABOR LAW, PAID TO THOSE SO EMPLOYED.

NOISE1 OCNC STREET

BY SUBMITTING THIS APPLICATION AND/OR RE NEWAL REQUEST, THE PERMITTEE CERTIFIES I IN COMPLIANCE WITH ALL APPLICABLE CITY AND STATE CONSTRUCTION NOISE MITIGATION REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THE DEVELOPMENT OF A COMPLIANT NOISE MITIGATION OR ALTERNATIVE NOISE MITIGATION PLAN. PLEASE CONTACT THE NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION (WWW.NYC.GOV/DEP) FOR FURTHER INFORMATION.

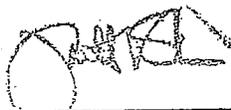
OCNC20 OCNC STREET

WORK IN ACCORDANCE WITH OCNC STIP SHEET WHICH MUST BE ATTACHED TO PERMIT AND ON SITE.

PERMIT ORIGINALLY PRINTED ON 04/01/2010 AT 15:43 BY JUSTIN HANTON-PART COLLEGE AD

PAGE 1 OF 1

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.


COMMISSIONER
PER _____



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City Department of Transportation

PERMIT #: HQ1-2010031-256
RECORDED #: NONE
PREVIOUS #: HQ1-2010004-023

STREET OPENING PERMIT
PERMIT VALID FROM 04/01/2010 TO 06/30/2010

FEES (NON-REFUNDABLE):
ADMIN: \$405.00
REISSUE:

PERMIT TYPE: 0118
ROADWAY TYPE: ASPHALT
SIDEWALK TYPE: CONCRETE
ISSUE DATE: 04/01/2010

TOTAL FEE: \$405.00 FEE WAIVED

PERMISSION HEREBY GRANTED TO:
NAME: VRH CONSTRUCTION CORP.
CONTACT NAME: ROBERT WORTHAN
PHONE: (201) 871-4422
ADDRESS: 320 GRAND AVENUE ENGLEWOOD NJ 07631
PA. OF NY & NJ CONTRACTOR

LICENSE #:
CONTRACT #: RT200.200

TO OPEN THE ROADWAY AND/OR SIDEWALK AT:
HOUSE #:
ON STREET: WEST 41 STREET
FROM STREET: 8 AVENUE
TO STREET: 9 AVENUE

FOR A MAXIMUM LENGTH OF: 200 FEET
FOR THE PURPOSE OF: RESET, REPAIR OR REPLACE CURB

SEE PAGE 2 FOR STIPULATIONS

PERMIT ORIGINALLY PRINTED ON 04/01/2010 AT 15:43 BY JUSTIN HANTON PERM COLLEGE AD

PAGE 1 OF 3

COMMISSIONER

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

PER _____



NYS LAW.
Call 1-800-272-4480 before Street Opening Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City Department of Transportation

PERMIT #: N01-2010091-256
RECORDER #: NONE
PREVIOUS #: N01-2010004-023

ROUGH: MANHATTAN
SPECT DIST: 32
CMT BOARD: 4

STREET OPENING PERMIT
PERMIT VALID FROM 04/01/2010 TO 06/30/2010

ALL WORK MUST ADHERE TO THE FOLLOWING STIPULATIONS: 038-066 091 037 103 107 410
SCHOOL WAGE01 WAGE02 NOISE1 OCRC20

SPECIFIC STIPULATIONS: NA WK AS PER ATT. STIP SHEET REC07215
038 OCRC-STREE WARNING SIGNS AND TRAFFIC SAFETY DEVICES SHALL BE PROVIDED, INSTALLED, MAINTAINED AND REMOVED BY THE PERMITTEE IN ACCORDANCE WITH THE "FEDERAL MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES". THE MANUAL MAY BE OBTAINED AT HTTP://MUTCD.FHWA.DOT.GOV

066 OCRC-STREE DO NOT PLACE MATERIALS, TRAILERS, CRANES, CONTAINERS, OR EQUIPMENT IN FRONT OF DRIVEWAYS, BUS STOPS, WITHIN FIVE FEET OF A FIRE HYDRANT, IN AUTHORIZED PARKING ZONES OR BLOCKING ACCESS TO DEEP WATER TESTING BOXES. IF WORK IS DIRECTLY IN AREA OF ABOVE, MAY BE IN VICINITY OF ALL ABOVE WHILE WORKING, BUT NOT WHEN SITE IS UNATTENDED.

091 OCRC-STREE THIS PERMIT ACTIVITY MAY NOT START UNTIL THE PERMITTEE COORDINATES ALL WORK AND RESTORATION REQUIREMENTS WITH THE RESIDENT ENGINEER.

037 OCRC-STREE SECTION 24-226 ADMINISTRATIVE CODE VARIANCE GRANTED FOR HOURS AND DAYS STIPULATED HEREIN.

103 OCRC-STREE PARKING OF PRIVATE VEHICLES ON THE STREET (ROADWAY AND SIDEWALK) WORK AREAS IS PROHIBITED.

107 OCRC-STREE LOADING AND UNLOADING, STANDING OR PARKING IN A LAKE ADJACENT TO THE WORK ZONE IN THE ROADWAY IS PROHIBITED. THIS APPLIES TO PERMITTEES AND ALL OF THEIR SUBCONTRACTORS.

410 OCRC-STREE VARIANCE GRANTED TO WORK DURING THE "HOLIDAY" EMBARGO, NOVEMBER TO JANUARY, AS STIPULATED BY THE O.C.D.C. OFFICE.

SEE PAGE 3 FOR STIPULATIONS ***

PERMIT ORIGINALLY PRINTED ON 06/01/2010 AT 15:43 BY JUSTIN KANTON PRINT COLLEGE AD

PAGE 2 OF 3

COMMISSIONER

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

PER _____



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City Department of Transportation

PERMIT #: HD1-2010091-256
RECORDED #: NONE
PREVIOUS #: HD1-2010004-023

BOUCH, KANHTIAN
STREET DIST: 32
NY BOARD

STREET OPENING PERMIT
PERMIT VALID FROM 04/01/2010 TO 06/30/2010

SCHOOL: OCNC STREET

NO WORK TO BE PERFORMED WITHIN BLOCK FRONTING SCHOOL INCLUDING INTERSECTIONS FOR ONE HOUR PRIOR TO SCHOOL START TIME THROUGH ONE HOUR AFTER END OF SCHOOL TIME. PERMITTEE MUST NOTIFY SCHOOL PRINCIPAL IN WRITING 48 HOURS PRIOR TO BEGINNING ANY WORK. THIS STIP VOIDS ANY/ ALL OTHER CONFLICTING STIPS ON THIS PERMIT UNLESS ACCOMPANIED WITH VARIANCE STIP VAP001.

WAGE01: WAGE STATE

NYC ADMINISTRATIVE CODE 19-142, WORKERS ON EXCAVATIONS: A PERSON TO WHOM A PERMIT MAY BE ISSUED, TO USE OR OPEN A STREET, SHALL BE REQUIRED, BEFORE SUCH PERMIT MAY BE ISSUED, TO AGREE THAT NONE BUT COMPETENT WORKERS, SKILLED IN THE WORK REQUIRED OF THEM, SHALL BE EMPLOYED THEREON. (CONT. ON STIP WAGE02)

WAGE02: WAGE STATE

AND THAT THE PREVAILING SCALE OF UNION WAGES SHALL BE THE PREVAILING WAGE FOR SIMILAR TITLES AS ESTABLISHED BY THE FISCAL OFFICER PURSUANT TO SEC. TWO HUNDRED TWENTY OF THE LABOR LAW, PAID TO THOSE SO EMPLOYED.

NOISE1: OCNC STREET

BY SUBMITTING THIS APPLICATION AND/OR RE NEWAL REQUEST, THE PERMITTEE CERTIFIES ITS COMPLIANCE WITH ALL APPLICABLE CITYWIDE CONSTRUCTION NOISE MITIGATION REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THE DEVELOPMENT OF A COMPLIANT NOISE MITIGATION OR ALTERNATIVE NOISE MITIGATION PLAN. PLEASE CONTACT THE NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION (WWW.NYC.GOV/DEP) FOR FURTHER INFORMATION.

OCNC20: OCNC STREET

WORK IN ACCORDANCE WITH OCNC STIP SHEET WHICH MUST BE ATTACHED TO PERMIT AND ON SITE.

PERMIT ORIGINALLY PRINTED ON 04/01/2010 AT 15:43 BY JUSTIN HANON EAST COLLEGE AV

PAGE 1 OF 1

COMMISSIONER

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

PER _____



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City Department of Transportation

BOUGH: MANHATTAN
SPECT DIST: 32
COUN BOARD: 4

PERMIT #: M02-2010091-237
RECORDED #: 00000000
PREVIOUS #: M02-2010004-004

BUILDING OPERATION PERMIT
PERMIT VALID FROM 04/01/2010 TO 06/30/2010

FEES (NON-REFUNDABLE):
ADMIN \$350.00
REISSUE

PERMIT TYPE: 0215
ROADWAY TYPE:
SIDEWALK TYPE: CONCRETE
ISSUE DATE: 04/01/2010

TOTAL FEE \$350.00 FEE WAIVED

PERMISSION HEREBY GRANTED TO:
NAME: VPH CONSTRUCTION CORP.
CONTACT NAME: ROBERT BORTMAN
PHONE: (201) 871-4422
ADDRESS: 320 GRAND AVENUE ENGLEWOOD NJ 07631
PA OF NY & NJ CONTRACTOR

LICENSE #:
CONTRACT #: BT200,200

TO OCCUPY THE SIDEWALK IN FRONT OF
HOUSE #:
ON STREET: WEST 41 STREET
FROM STREET: 8 AVENUE
TO STREET: 9 AVENUE

FOR THE PURPOSE OF: OCCUPANCY OF SIDEWALK AS STIPULATED
ROLLARDS
M0584841
M0582041

SEE PAGE 2 FOR STIPULATIONS ***

PERMIT ORIGINALLY PREPARED ON 04/01/2010 AT 15:43 BY JUSTIN NANTON, PRINCE COLLEGE AD

PAGE 1 OF 3

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

COMMISSIONER
PER _____



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City Department of Transportation

PERMIT #: M02-2010091-237
RECORDED #: 00000000
PREVIOUS #: M02-2010004-004

BOUCH
SPECT DEST: 32
CR: BOARD

BUILDING OPERATION PERMIT
PERMIT VALID FROM 04/01/2010 TO 05/30/2010

ALL WORK MUST ADHERE TO THE FOLLOWING STIPULATIONS: 030 066 091 103 410
SCHOOL HQ001 HQ05E1 0C0C10

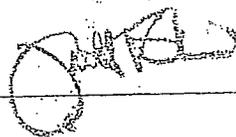
- 030 OCNC-STREE: NO AS PER REC07-215. WARNING SIGNS AND TRAFFIC SAFETY DEVICES SHALL BE PROVIDED, INSTALLED, MAINTAINED AND REMOVED BY THE PERMITTEE IN ACCORDANCE WITH THE "FEDERAL MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES". THE MANUAL MAY BE OBTAINED AT [HTTP://NUCTD.FHWA.DOT.GOV](http://nuctd.fhwa.dot.gov).
- 066 OCNC-STREE: DO NOT PLACE MATERIALS, TRAILERS, CRANES, CONTAINERS, OR EQUIPMENT IN FRONT OF DRIVEWAYS, BUS STOPS, WITHIN FIVE FEET OF A FIRE HYDRANT, IN AUTHORIZED PARKING ZONES OR BLOCKING ACCESS TO DEPTH WATER TESTING BOXES. IF WORK IS DIRECTLY IN AREA OF ABOVE, MAY BE IN VICINITY OF ALL ABOVE WHILE WORKING BUT NOT WHEN SITE IS UNATTENDED.
- 091 OCNC-STREE: THIS PERMIT ACTIVITY MAY NOT START UNTIL THE PERMITTEE COORDINATES ALL WORK AND RESTORATION REQUIREMENTS WITH THE RESIDENT ENGINEER.
- 103 OCNC-STREE: PARKING OF PRIVATE VEHICLES ON THE STREET (ROADWAY AND SIDEWALK) WORK AREAS IS PROHIBITED.
- 410 OCNC-STREE: VARIANCE GRANTED TO WORK DURING THE "HOLIDAY" EMBARGO-NOVEMBER TO JANUARY, AS STIPULATED BY THE O.C.N.C. OFFICE.

SEE PAGE 3 FOR STIPULATIONS

PERMIT ORIGINALLY OPENED ON 04/01/2010 AT 15:43 BY JUSTIN HARTON, PRNT COLLEGE AD

PAGE 2 OF 3

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.


COMMISSIONER
PER _____



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City
Department of Transportation

PERMIT # : NO2-2010091-237
RECORDED # : 0000000
PREVIOUS # : NO2-2010004-004

BOUGH : MANHATTAN
DISTRICT : 32
BOARD :

BUILDING OPERATION PERMIT
PERMIT VALID FROM: 04/01/2010 TO 06/30/2010

SCHOOL OCNC STREET

NO WORK TO BE PERFORMED WITHIN BLOCK FRONTING SCHOOL INCLUDING INTERSECTIONS FOR ONE HOUR PRIOR TO SCHOOL START TIME THROUGH ONE HOUR AFTER END OF SCHOOL TIME. PERMITTEE MUST NOTIFY SCHOOL PRINCIPAL IN WRITING 48 HOURS PRIOR TO BEGINNING ANY WORK. THIS STIP VAIDS ANY/ ALL OTHER CONFLICTING STIPS ON THIS PERMIT UNLESS ACCOMPANIED WITH VARIANCE STIP VARD001.

ROAD OCNC STREET

THIS PERMIT ONLY ALLOWS FOR THE CLOSURE OF A ROADWAY OR SIDEWALK AS STIPULATED. ANY STORAGE OF MATERIAL OR STORAGE OF EQUIPMENT REQUIRES A SEPARATE PERMIT.

NOISE OCNC STREET

BY SUBMITTING THIS APPLICATION AND/OR RE NEVAL REQUEST, THE PERMITTEE CERTIFIES I TO COMPLIANCE WITH ALL APPLICABLE CITYVI DE CONSTRUCTION NOISE MITIGATION REQUIRE MENTS INCLUDING BUT NOT LIMITED TO THE DEVELOPMENT OF A COMPLIANT NOISE MITIGA TION OR ALTERNATIVE NOISE MITIGATION PLA N. PLEASE CONTACT THE NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION (WWW.NYC.GOV/DE.P) FOR FURTHER INFORMATION.

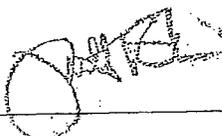
OCNC TO OCNC STREET

WORK IN ACCORDANCE WITH OCNC STIP SHEET AND LOCATION SHEET WHICH MUST BE ATTACHED TO PERMIT AND ON SITE

PERMIT ORIGINALLY PRINTED ON 04/01/2010 AT 15:43 BY JUSTIN HANTON PRAT COLLEGE AD

PAGE 3 OF 3

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.


COMMISSIONER
PER _____



NYS LAW
Call 1-800-272-4460 before Street Opening Excavations.
New York State, Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City Department of Transportation

PERMIT # : R02-2010091-236
RECORDED # : 00000000
PREVIOUS # : R02-2010004-002

BOVCH : MANHATTAN
DISTRICT : 32
BOARD :

BUILDING OPERATION PERMIT
PERMIT VALID FROM 04/01/2010 TO 06/30/2010

FEES (NON-REFUNDABLE):
ADMIN \$**50.00
REISSUE

PERMIT TYPE 0204
ROADWAY TYPE ASPHALT
SIDEWALK TYPE CONCRETE
ISSUE DATE 04/01/2010

TOTAL FEE \$**50.00. FEE WAIVED

PERMISSION HEREBY GRANTED TO:
NAME : VBA CONSTRUCTION CORP.
CONTACT NAME : ROBERT NORTMAN
PHONE : (201) 871-4422
ADDRESS : 320 GRAND AVENUE ENGLEWOOD NJ 07631
PA. OF NY & NJ CONTRACTOR

LICENSE # :
CONTRACT # : BT200.200

TO OCCUPY THE ROADWAY AND/OR SIDEWALK IN FRONT OF:
HOUSE # :
ON STREET : WEST 41 STREET
FROM STREET : 8 AVENUE
TO STREET : 9 AVENUE

FOR THE PURPOSE OF : PLACE EQUIPMENT OTHER THAN CRANE OR SHOY
KOLLARDS
KOSB4041
KOSH2041

*** SEE PAGE 2 FOR STIPULATIONS ***

PERMIT ORIGINAL PRINTED ON 04/01/2010 AT 15:42 BY JUSTIN RAMFON PRNT COLLEGE AD

PAGE 1 OF 3

COMMISSIONER

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

PER _____



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City Department of Transportation

PERMIT #: H02-2010091-236
RECORDED #: 00000000
PREVIOUS #: H02-2010004-002

BOUCH: MANHATTAN
STREET DIST: 32
CROSS STREET: 4

BUILDING OPERATION PERMIT
PERMIT VALID FROM 04/01/2010 TO 05/30/2010

ALL WORK MUST ADHERE TO THE FOLLOWING STIPULATIONS: 838-066-091 103 410
SCHOOL NOISE1 0CNC19

SPECIFIC STIPULATIONS: NA AS PER MEC07-215
030 0CNC-STREE WARNING SIGNS AND TRAFFIC SAFETY DEVICES SHALL BE PROVIDED, INSTALLED, MAINTAINED AND REMOVED BY THE PERMITTEE IN ACCORDANCE WITH THE "FEDERAL MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES". THE MANUAL MAY BE OBTAINED AT [HTTP://NVTCD.FHWA.DOT.GOV](http://nvtcd.fhwa.dot.gov)

086 0CNC-STREE DO NOT PLACE MATERIALS, TRAILERS, CRANES, CONTAINERS, OR EQUIPMENT IN FRONT OF DRIVEWAYS, BUS STOPS, WITHIN FIVE FEET OF A FIRE HYDRANT, IN AUTHORIZED PARKING ZONES OR BLOCKING ACCESS TO DEEP WATER TESTING BOXES. IF WORK IS DIRECTLY IN AREA OF ABOVE, MAY BE IN VICINITY OF ALL ABOVE WHILE WORKING BUT NOT WHEN SITE IS UNATTENDED.

091 0CNC-STREE THIS PERMIT ACTIVITY MAY NOT START UNTIL THE PERMITTEE COORDINATES ALL WORK AND RESTORATION REQUIREMENTS WITH THE RESIDENT ENGINEER.

103 0CNC-STREE PARKING OF PRIVATE VEHICLES ON THE STREET (ROADWAY AND SIDEWALK) WORK AREAS IS PROHIBITED.

410 0CNC-STREE VARIANCE GRANTED TO WORK DURING THE "HOLIDAY" EMBARGO NOVEMBER TO JANUARY, AS STIPULATED BY THE O.C.N.C. OFFICE.

SEE PAGE 3 FOR STIPULATIONS

PERMIT ORIGINALLY DATED ON 04/01/2010 AT 15:43 BY JUSTIN HANTON, PRNT COLLEGE AD

PAGE 2 OF 3

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

PER

COMMISSIONER



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City
Department of Transportation

PERMIT #: HD2-2010891-236
RECORDED #: 00090000
PREVIOUS #: HD2-2010004-002

BOUGH: MANHATTAN
SECT/DIST: 32
ST. BOARD:

BUILDING OPERATION PERMIT
PERMIT VALID FROM 04/01/2010 TO 06/30/2010

SCHOOL: OCHC STREET

NO WORK TO BE PERFORMED WITHIN BLOCK FRONTING SCHOOL INCLUDING INTERSECTIONS FOR ONE HOUR PRIOR TO SCHOOL START TIME THROUGH ONE HOUR AFTER END OF SCHOOL TIME. PERMITTEE MUST NOTIFY SCHOOL PRINCIPAL IN WRITING 48 HOURS PRIOR TO BEGINNING ANY WORK. THIS STIP VOIDS ANY/ ALL OTHER CONFLICTING STIPS ON THIS PERMIT UNLESS ACCOMPANIED WITH VARIANCE STIP VARD01.

NOISE: OCHC STREET

BY SUBMITTING THIS APPLICATION AND/OR RE NEWAL REQUEST, THE PERMITTEE CERTIFIES ITS COMPLIANCE WITH ALL APPLICABLE CITY OF CONSTRUCTION NOISE MITIGATION REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THE DEVELOPMENT OF A COMPLIANT NOISE MITIGATION OR ALTERNATIVE NOISE MITIGATION PLAN. PLEASE CONTACT THE NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION (WWW.NYC.GOV/DEP) FOR FURTHER INFORMATION.

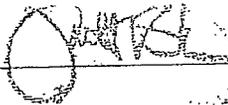
OCMC19-OCMC STREET

WORK IN ACCORDANCE WITH OCMC STIP SHEET AND LOCATION SHEET WHICH MUST BE ATTACHED TO PERMIT AND ON SITE.

PERMIT ORIGINALLY PRINTED ON 04/01/2010 AT 15:43 BY JUSTIN HANTON PRMT COLLEGE AD

PAGE 3 OF 3

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

 COMMISSIONER
PER _____



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City Department of Transportation

PERMIT # : K01-2010091-255
RECORDED # : NONE
PREVIOUS # : K01-2010004-024

BOUGH: MANHATTAN
SPECTRUM DIST: 32
AN BOARD: 4

STREET OPENING PERMIT
PERMIT VALID FROM 04/01/2010 TO 06/30/2010

FEES (NON-REFUNDABLE):
ADMIN \$405.00
INSPECT
RETSSUE

PERMIT TYPE 0119
ROADWAY TYPE ASPHALT
SIDEWALK TYPE
ISSUE DATE 04/01/2010

TOTAL FEE \$405.00 FEE WAIVED

PERMISSION HEREBY GRANTED TO:
NAME: VBA CONSTRUCTION CORP.
CONTACT NAME: ROBERT WORTMAN
PHONE: (201) 871-4422
ADDRESS: 320 GRAND AVENUE ENGLEWOOD NJ 07631
PA. OF NY & NJ CONTRACTOR

LICENSE # :
CONTRACT # : RT200.200

TO OPEN THE ROADWAY AT:
HOUSE #
ON STREET: WEST 41 STREET
FROM STREET: B AVENUE
TO STREET: B AVENUE

FOR A MAXIMUM LENGTH OF 200 FEET

FOR THE PURPOSE OF: PAVE STREET-W/ ENGINEERING & INSP FEE

SEE PAGE 2 FOR STIPULATIONS ***

PERMIT ORIGINALLY PRINTED ON 04/01/2010 AT 15:43 BY JUSTIN HANTON PRINT COLLEGE AD

PAGE 1 OF 3

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

COMMISSIONER
PER _____



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City Department of Transportation

PERMIT # : N01-2010091-255
RECORDED # : NONE
PREVIOUS # : N01-2010004-024

ROUGH MANHATTAN
SHEET 0151 32
IN BOARD 4

STREET OPENING PERMIT
PERMIT VALID FROM 06/01/2010 TO 06/30/2010

ALL WORK MUST ADHERE TO THE FOLLOWING STIPULATIONS : 038 091 066 037 103 107 410
SCHOOL WAGED1 WAGED2 HOISE1 OCNC2D

SPECIFIC STIPULATIONS : NA/ WK AS PER ATT. STIP SHEET REC07215
038 OCNC-STREE WARNING SIGNS AND TRAFFIC SAFETY DEVICES SHALL BE PROVIDED, INSTALLED, MAINTAINED AND REMOVED BY THE PERMITTEE IN ACCORDANCE WITH THE "FEDERAL MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES". THE MANUAL MAY BE OBTAINED AT [HTTP://MUTCD.FHWA.DOT.GOV](http://mutcd.fhwa.dot.gov)

091 OCNC-STREE THIS PERMIT ACTIVITY MAY NOT START UNTIL THE PERMITTEE COORDINATES ALL WORK AND RESTORATION REQUIREMENTS WITH THE RESIDENT ENGINEER.

066 OCNC-STREE DO NOT PLACE MATERIALS, TRAILERS, CRANES, CONTAINERS, OR EQUIPMENT IN FRONT OF DRIVEWAYS, BUS STOPS, WITHIN FIVE FEET OF A FIRE HYDRANT, IN AUTHORIZED PARKING ZONES OR BLOCKING ACCESS TO DEPTH WATER TESTING BOXES. IF WORK IS DIRECTLY IN AREA OF ABOVE, MAY BE IN VICINITY OF ALL ABOVE WHILE WORKING BUT NOT WHEN SITE IS UNATTENDED.

037 OCNC-STREE SECTION 24-226 ADMINISTRATIVE CODE VARIANCE GRANTED FOR HOURS AND DAYS STIPULATED HEREIN

103 OCNC-STREE PARKING OF PRIVATE VEHICLES ON THE STREET (ROADWAY AND SIDEWALK) WORK AREAS IS PROHIBITED

107 OCNC-STREE LOADING AND UNLOADING, STANDING OR PARKING IN A LANE ADJACENT TO THE WORK ZONE IN THE ROADWAY IS PROHIBITED. THIS APPLIES TO PERMITTEES AND ALL OF THEIR SUBCONTRACTORS

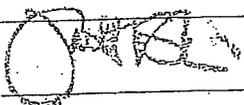
410 OCNC-STREE VARIANCE GRANTED TO WORK DURING THE "HOLIDAY" PERIODS NOVEMBER TO JANUARY, AS STIPULATED BY THE O.C.N.C. OFFICE

SEE PAGE 3 FOR STIPULATIONS ***

PERMIT ORIGINALLY PRINTED ON 06/01/2010 AT 15:43 BY JUSTIN NANTON PRMT COLLEGE AD

PAGE 2 OF 3

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

PER  COMMISSIONER 



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City Department of Transportation

PERMIT #: N01-2010091-255
RECORDED #: NONE
PREVIOUS #: N01-2010004-024

ROUGH: MANHATTAN
INSPECT DIST: 32
CITY BOARD: 4

STREET OPENING PERMIT
PERMIT VALID FROM 04/01/2010 TO 06/30/2010

SCHOOL OCNC STREET

NO WORK TO BE PERFORMED WITHIN BLOCK FRONTING SCHOOL INCLUDING INTERSECTIONS FOR ONE HOUR PRIOR TO SCHOOL START TIME THROUGH ONE HOUR AFTER END OF SCHOOL TIME. PERMITTEE MUST NOTIFY SCHOOL PRINCIPAL IN WRITING 48 HOURS PRIOR TO BEGINNING ANY WORK. THIS STIP VOIDS ANY/ ALL OTHER CONFLICTING STIPS ON THIS PERMIT UNLESS ACCOMPANIED WITH VARIANCE STIP VAR2001.

WAGE01 WAGE STATE

NYC ADMINISTRATIVE CODE 24-162; WORKERS ON EXCAVATIONS: A PERSON TO WHOM A PERMIT MAY BE ISSUED TO USE OR OPEN A STREET, SHALL BE REQUIRED, BEFORE SUCH PERMIT MAY BE ISSUED, TO AGREE THAT NONE BUT COMPETENT WORKERS, SKILLED IN THE WORK REQUIRED OF THEM, SHALL BE EMPLOYED THEREON. (CONT. ON STIP WAGE02).

WAGE02 WAGE STATE

AND THAT THE PREVAILING SCALE OF UNION WAGES SHALL BE THE PREVAILING WAGE FOR SIMILAR TITLES AS ESTABLISHED BY THE FISCAL OFFICER PURSUANT TO SEC. TWO HUNDRED TWENTY OF THE LABOR LAW, PAID TO THOSE SO EMPLOYED.

NOISE1 OCNC STREET

BY SUBMITTING THIS APPLICATION AND/OR RE NEWAL REQUEST, THE PERMITTEE CERTIFIES ITS COMPETENCE WITH ALL APPLICABLE CITY/NT DE CONSTRUCTION NOISE MITIGATION REQUIREMENTS INCLUDING BUT NOT LIMITED TO, THE DEVELOPMENT OF A COMPLIANT NOISE MITIGATION OR ALTERNATIVE NOISE MITIGATION PLAN. PLEASE CONTACT THE NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION (WWW.NYC.GOV/DEP) FOR FURTHER INFORMATION.

OCNC20 OCNC STREET

WORK IN ACCORDANCE WITH OCNC STIP SHEET WHICH MUST BE ATTACHED TO PERMIT AND ON SITE

PERMIT ORIGINALLY PRINTED ON 04/01/2010 AT 15:43 BY JUSTIN HANTON PRINT COLLEGE AD

PAGE 1 OF 1

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

COMMISSIONER

PER _____



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City Department of Transportation

Z: ZONE: MANHATTAN
I: DISTRICT: 32
C: BOARD: 4

PERMIT #: H01-2010091-256
RECORDED #: NONE
PREVIOUS #: H01-2010004-023

STREET OPENING PERMIT
PERMIT VALID FROM 04/01/2010 TO 06/30/2010

FEES (NON-REFUNDABLE):
ADMIN: \$405.00
REISSUE:

PERMIT TYPE: 0118
ROADWAY TYPE: ASPHALT
SIDEWALK TYPE: CONCRETE
ISSUE DATE: 04/01/2010

TOTAL FEE: \$405.00 FEE WAIVED

PERMISSION HEREBY GRANTED TO:

NAME: VRH CONSTRUCTION CORP.
CONTACT NAME: ROBERT WORTHAN
PHONE: (201) 871-4422
ADDRESS: 320 GRAND AVENUE ENGLEWOOD NJ 07631
PA OF NY-C NJ CONTRACTOR

LICENSE # :
CONTRACT # : RT200.200

TO OPEN THE ROADWAY AND/OR SIDEWALK AT:

HOUSE #:
ON STREET: WEST 41 STREET
FROM STREET: 8 AVENUE
TO STREET: 9 AVENUE

FOR A MAXIMUM LENGTH OF 200 FEET

FOR THE PURPOSE OF RESET, REPAIR OR REPLACE CURB

*** SEE PAGE 2 FOR STIPULATIONS ***

PERMIT ORIGINALLY ISSUED ON 04/01/2010 AT 15:43 BY JUSTIN NANTON PRAT COLLEGE RD

PAGE 1 OF 1

COMMISSIONER

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

PER _____



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City Department of Transportation

PERMIT #: H01-2010091-256
RECORDED #: NONE
PREVIOUS #: H01-2010004-023

ROUGH: MANHATTAN
DISTRICT: 22
CITY: NEW YORK

STREET OPENING PERMIT
PERMIT VALID FROM 04/01/2010 TO 06/30/2010

ALL WORK MUST ADHERE TO THE FOLLOWING STIPULATIONS: 038 055 091 037 103 107 410
SCHOOL WAGED1 WAGED2 NOISE1 00K020

SPECIFIC STIPULATIONS: NA WK AS PER ATT. STIP SHEET RECD7215
038 00K020 WARNING SIGNS AND TRAFFIC SAFETY DEVICES SHALL BE PROVIDED, INSTALLED, MAINTAINED AND REMOVED BY THE PERMITTEE IN ACCORDANCE WITH THE "FEDERAL MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES". THE MANUAL MAY BE OBTAINED AT HTTP://MUTCD.FHWA.DOT.GOV

056 00K020 DO NOT PLACE MATERIALS, TRAILERS, CRANES, CONTAINERS, OR EQUIPMENT IN FRONT OF DRIVEWAYS, BUS STOPS, WITHIN FIVE FEET OF A FIRE HYDRANT, IN AUTHORIZED PARKING ZONES OR BLOCKING ACCESS TO DEP. WATER TESTING BOXES. IF WORK IS DIRECTLY IN AREA OF ABOVE, MAY BE IN VICINITY OF ALL ABOVE WHILE WORKING BUT NOT WHEN SITE IS UNATTENDED.

091 00K020 THIS PERMIT ACTIVITY MAY NOT START UNTIL THE PERMITTEE COORDINATES ALL WORK AND RESTORATION REQUIREMENTS WITH THE RESIDENT ENGINEER.

037 00K020 SECTION 24-226 ADMINISTRATIVE CODE VARIANCE GRANTED FOR HOURS AND DAYS STIPULATED HEREIN.

103 00K020 PARKING OF PRIVATE VEHICLES ON THE STREET (ROADWAY AND SIDEWALK) WORK AREAS IS PROHIBITED.

107 00K020 LOADING AND UNLOADING, STANDING OR PARKING IN A LANE ADJACENT TO THE WORK ZONE IN THE ROADWAY IS PROHIBITED. THIS APPLIES TO PERMITTEES AND ALL OF THEIR SUBCONTRACTORS.

410 00K020 VARIANCE GRANTED TO WORK DURING THE "HOLIDAY" EMBARGO, NOVEMBER TO JANUARY, AS STIPULATED BY THE O.C.N.D. OFFICE.

SEE PAGE 3 FOR STIPULATIONS

PERMIT ORIGINALLY PRINTED ON 04/01/2010 AT 15:43 BY JUSTIN HARTON PRINT COLLEGE AD

PAGE 2 OF 3

[Handwritten signature]

COMMISSIONER

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

PER



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City
Department of Transportation

PERMIT # : N01-2010091-256
RECORDED # : NONE
PREVIOUS # : N01-2010004-623

STREET OPENING PERMIT
PERMIT VALID FROM 04/01/2010 TO 06/30/2010

SCHOOL OCNC STREET

NO WORK TO BE PERFORMED WITHIN BLOCK FRONTING SCHOOL INCLUDING INTERSECTIONS FOR ONE HOUR PRIOR TO SCHOOL START TIME THROUGH ONE HOUR AFTER END OF SCHOOL TIME. PERMITTEE MUST NOTIFY SCHOOL PRINCIPAL IN WRITING 48 HOURS PRIOR TO BEGINNING ANY WORK. THIS STIP VOIDS ANY/ ALL OTHER CONFLICTING STIPS ON THIS PERMIT UNLESS ACCOMPANIED WITH VARIANCE STIP VAR001.

WAGE01 WAGE STATE

NYC ADMINISTRATIVE CODE 19-142, WORKERS ON EXCAVATIONS: A PERSON TO WHOM A PERMIT MAY BE ISSUED TO USE OR OPEN A STREET, SHALL BE REQUIRED, BEFORE SUCH PERMIT MAY BE ISSUED, TO AGREE THAT NONE BUT COMPETENT WORKERS, SKILLED IN THE WORK REQUIRED OF THEM SHALL BE EMPLOYED THEREON, (CONT. ON STIP WAGE02)

WAGE02 WAGE STATE

AND THAT THE PREVAILING SCALE OF UNION WAGES SHALL BE THE PREVAILING WAGE FOR SIMILAR TITLES AS ESTABLISHED BY THE FISCAL OFFICER PURSUANT TO SEC. TWO HUNDRED TWENTY OF THE LABOR LAW, PAID TO THOSE SO EMPLOYED.

NOISEL OCNC STREET

BY SUBMITTING THIS APPLICATION AND/OR RENEWAL REQUEST, THE PERMITTEE CERTIFIES ITS COMPLIANCE WITH ALL APPLICABLE CITY/STATE CONSTRUCTION NOISE MITIGATION REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THE DEVELOPMENT OF A COMPLIANT NOISE MITIGATION OR ALTERNATIVE NOISE MITIGATION PLAN. PLEASE CONTACT THE NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION (WWW.NYC.GOV/DEP) FOR FURTHER INFORMATION.

OCNC20 OCNC STREET

WORK IN ACCORDANCE WITH OCNC STIP SHEET WHICH MUST BE ATTACHED TO PERMIT AND ON SITE

PERMIT ORIGINALLY PRINTED ON 04/01/2010 AT 15:43 BY JUSTIN NANTON PANT COLLEGE AV

PAGE 3 OF 3

COMMISSIONER

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

PER _____



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



THE PORT AUTHORITY OF NY & NJ

August 24, 2007

VRH Construction Corp.
625 Eighth Avenue, 1st Floor, South Wing
New York, NY 10018

Attn: A. Carnabuci, Project Manager

**SUBJECT: BT-200.200 – PABT – SECURITY BOLLARDS AND SIDEWALK
REPLACEMENT – WORK ORDER NO. 21**

Mr. Carnabuci:

You are hereby directed to review the attached documents under the subject work order which provide for the installation of bollards and a new sidewalk along the perimeter of the Bus Terminal to enforce curbside standoff.

You are directed to compile potential subcontractor bidder lists to be submitted to this office by 9/5/07. After review, you will receive direction on whether or not to proceed with distribution to subcontractors for bidding.

The following documents are attached for construction of the Subject work order: (3) copies of full-size drawings, (3) copies of half-size drawings, (2) copies and (1) CD of specifications, (3) copies of full size and (3) half-size Reference Drawings listed in Additional Documents below, (3) copies of City of New York, Department of Transportation OCMC File No MEC 07-215.

CONTRACT NO. BT-200.200 WORK ORDER NO. 21
 PORT AUTHORITY BUS TERMINAL – SECURITY BOLLARDS AND SIDEWALK
 REPLACEMENT

Drawing No.	Drawing Title	Date
G001	Title Sheet	8/17/07
G002	Location Plan, Abbreviations, Legend, Drawing Conventions, List of Drawings, Specification Notes	8/1/07
G003	General Notes, NYC Transit (NYCT) General Notes	8/1/07
G004	NYC Transit (NYCT) Liability Insurance Requirements	8/1/07
A101	Site Key Plan	8/1/07
A201	Existing Conditions & Removals, 42 nd St Removals Plan, Removal Notes and Sections, Excavation Notes	8/1/07
A202	Existing Conditions & Removals, 8 th Ave Removal Plans	8/1/07
A203	Existing Conditions & Removals, 40 th St Removal Plans	8/1/07
A204	Existing Conditions & Removals, 41 st St Removal Plans	8/1/07
A301	Bollard Location Plans, 42 nd Street	8/1/07
A302	Bollard Location Plans, 8 th Avenue, 41 st & 42 nd St	8/1/07
A303	Bollard Location Plans, 8 th Avenue at 40 th St	8/1/07
A304	Bollard Location Plans, 40 th Street West	8/1/07
A305	Bollard Location Plans, 40 th Street East	8/1/07
A306	Bollard Location Plans, 41 st Street West	8/1/07
A307	Bollard Location Plans, 41 st Street East	8/1/07
A401	Bollard Sleeve Elevation & Conditions at Tree Pits and Sidewalk Vents	8/1/07
A402	Bollard Sleeves, Typical Details	8/1/07
A403	Bollard Sleeves, Non Typical Details	8/1/07
A501	Sidewalk Scoring Plan, 42 nd Street & 8 th Ave between 41 st and 42 nd	8/1/07
A502	Scoring Plan, Sidewalks at 8 th Avenue and East End of 40 th & 41 st Streets	8/1/07
A503	Scoring Plan, Sidewalks at West End of 40 th and 41 st Streets	8/1/07
A601	Sidewalk and Subway Vent Gratings, Plans, Sections and Notes	8/1/07
A602	NYCT Vent Grating, Plan & Details	8/1/07
A603	Sidewalk Plans, Sections, Details and Notes	8/1/07
A604	Sidewalk, Handicap Ramps Plans, Sections, Details	8/1/07
A605	Sidewalk Typical Tree Pit Plans, Sections	8/1/07
A606	42 nd Street Sidewalk Vent Gratings, Plans, Sections, Details	8/1/07
S101	Sidewalk Plan	8/1/07
S201	Part Framing Plan	8/1/07
S301	Sections 1	8/1/07
S302	Sections 2	8/1/07
S303	Sections 3	8/1/07
S304	Sections 4	8/1/07
S305	Sections 5	8/1/07
S306	Sections 6	8/1/07
S307	Sections 7	8/1/07
S308	Sections 8	8/1/07

CONTRACT NO. BT-200.200 WORK ORDER NO. 21

PORT AUTHORITY BUS TERMINAL – SECURITY BOLLARDS AND SIDEWALK REPLACEMENT

Drawing No.	Drawing Title	Date
S309	Sections 9	8/1/07
S310	Sections 10	8/1/07
S311	Sections 11	8/1/07
S312	Sections 12	8/1/07
S401	Typical Details	8/1/07
C100	Notes, Legends and Abbreviations	8/1/07
C201	Utility Plan Sheet 1 of 3	8/1/07
C202	Utility Plan Sheet 2 of 3	8/1/07
C203	Utility Plan Sheet 3 of 3	8/1/07
C301	Grading Plan	8/1/07
C401	Details Sheet 1 of 2	8/1/07
C402	Details Sheet 2 of 2	8/1/07
CS001	Construction Staging 1	8/1/07
CS002	Construction Staging 2	8/1/07
T001	Permanent Traffic Items	8/1/07
MT001	Maintenance of Traffic Notes, Legend and Abbreviations	8/1/07
MT002	Maintenance of Traffic Sign Data Table	8/1/07
MT003	Maintenance of Traffic Stages 11,12,13,14,15,18 and 19 Partial Sidewalk Closures	8/1/07
MT004	Maintenance of Traffic Stages 16, 17 and 27 Partial Sidewalk Closures	8/1/07
MT005	Maintenance of Traffic 6 and 9 8 th Avenue Mid-Block Closures	8/1/07
MT006	Maintenance of Traffic 1,2,3 and 4, 42 nd Street Lane Closures	8/1/07
MT007	Maintenance of Traffic Stage 5 8 th Avenue at 42 nd Street Southwest Corner	8/1/07
MT008	Maintenance of Traffic Stage 7 8 th Avenue at 41 st Street Northwest Corner	8/1/07
MT009	Maintenance of Traffic Stage 8 8 th Avenue at 41 st Street Southwest Corner	8/1/07
MT010	Maintenance of Traffic Stage 10 8 th Avenue at 40 th Street Northwest Corner	8/1/07
MT011	Maintenance of Traffic Stages 20 and 21 41 st Street Lane Closures	8/1/07
MT012	Maintenance of Traffic Stages 22 and 23 41 st Street Lane Closures	8/1/07
MT013	Maintenance of Traffic Stages 24 and 25 41 st Street at 9 th Avenue Southeast Corner	8/1/07
MT014	Maintenance of Traffic Stage 26 40 th Street Lane Closure	8/1/07
MT015	Maintenance of Traffic Standard Details -1-	8/1/07
MT016	Maintenance of Traffic Standard Details -2-	8/1/07
MT017	Maintenance of Traffic Pre-cast Concrete Construction Barrier Type 4 (Alternate A)	8/1/07
MT018	Maintenance of Traffic Concrete Construction Barrier With Chain Link Fence	8/1/07

Spec. Sec. No.	Specification Section Title	Date
02073	Cutting, Patching and Removal	10/30/96
02221	Excavation, Backfilling and Filling (Narrow Scope)	12/28/98
02231	Aggregate Base Course	10/19/95
02501	Silane Sealer	6/6/00
02506	Concrete Pavement Patching	4/30/98
02510	Portland Cement Concrete Paving	4/8/99
02551	Asphalt Concrete Paving	1/7/04
02578	Pavement Joint Sealing	3/20/03
02580	Thermoplastic Reflectorized Pavement Markings	A
02665	Exterior Water Supply System – Ductile Iron Pipe For NY Facilities	4/18/02
02842	Temporary Traffic Barriers	5/1/01
02844	Temporary Concrete Barriers	8/7/96
02845	Temporary Timber Curb	5/1/01
Spec. Sec. No.	Specification Section Title	Date
02850	Plywood Sign Panels and Wood Sign Posts	1/5/01
02920	CU Soil Cu Structural Soil	4/18/07
02994	Aeration Piping in CU Structural Soil	4/26/07
03200	Concrete Reinforcement	9/29/95
03302	Portland Cement Concrete (Short Form)	1/12/06
03303	Placement of Portland Cement Concrete (Short Form)	1/12/06
04465	Granite – Exterior	4/18/90
05120	Structural Steel	2/1/06
05530	Gratings	5/31/06
05710	Stainless Steel Bollard Sleeves	2/7/07
07115	Rubberized Asphalt Sheet Waterproofing	7/11/03
07920	Sealants	5/31/06

Time For Completion: All work shall be completed within 550 calendar days of Notice-to-Proceed to contractor.

Hours of Work/

Operational Requirements: The stipulations in the City of New York, Department of Transportation OCMC File No MEC 07-215 for sidewalk and street closings.

When street closings are not required, work may be performed 24 hours a day, 7 days a week within the staged area.

All work requiring the closing of Bus Terminal entrances must be started on Friday evenings, continuing around the clock until completion as per notes on the drawings and as approved by the Engineer.

All noise regulations as described in the specifications for Contract BT 200:200 must be followed.

Permits: New York City Street Closing Permits to be obtained by the contractor.

**Engineer/
Architect of Record:** Weidlinger Associates Inc/ Cabrera Group Architects

Additional Documents: Reference drawings "City of New York Department of Transportation Division of Street Lighting West 41st Street Between 8th and 9th Aves" dated 2/20/07, Department of Transportation Bureau of Traffic Operations 9th Avenue @ West 41st Street & PA Bus Terminal Exit" dated 03/05, "City of New York Bureau of Traffic Operations Traffic Signal Notes" dated 12/06/06

You are hereby directed to review the above listed documents and to put together potential subcontractor bidder lists by 9/5/07. After review by this office, you will receive direction on whether to proceed with distribution to subcontractors for bidding.



Paul Salvatore
Resident Engineer
Holland Tunnel, Lincoln Tunnel &
Port Authority Bus Terminal

August 17, 2010



THE PORT AUTHORITY OF NY & NJ

VRH Construction Corp.
625 Eighth Avenue, 1st Floor, South Wing
New York, NY 10018

Attn: A. Carnabuci, Project Manager

SUBJECT: BT-200.200 – PABT – FAÇADE IMPROVEMENTS-EXTERIOR
SOFFITS & LOBBY CEILING REHABILITATION–
WORK ORDER NO. 30

Mr. Carnabuci:

You are hereby directed to review the attached documents under the subject work order, produce an estimate for the work and to notify this office of any errors, omissions or questions that arise as a result of your review of the work and development of an estimate. Your estimate shall be based on the hours of work and time for completion as stated herein. This work provides for the replacement of existing lighting and painting of exterior soffits and three entrance lobby ceilings at the Port Authority Bus Terminal.

You are also directed to compile a potential subcontractor bidder list. Please submit both documents no later than August 26, 2010. After review of your estimate and bidders list by this office, you will receive direction on whether or not to proceed with distribution to subcontractors for bidding.

The following documents are attached (3 full size and 3 half size sets of copies of drawings) for construction of the subject work order:

DRAWING NUMBER	DRAWING TITLE	DRAWING DATE
G101	Title Sheet	07/30/10
G102	Project Location Plan List of Drawings and General Notes	07/30/10
A101	Architectural Notes, Abbreviations, Legend	07/30/10
A102	Partial Second Floor Plan - Reflected Ceiling Plan	07/30/10
A103	South Lobby – Enlarged Reflected Ceiling Plan & Section	07/30/10
A104	North Lobby - Enlarged Reflected Plan & Section	07/30/10
A105	42 nd Street Lobby - Enlarged Reflected Plan & Section	07/30/10
A106	41 st Street Soffit- Enlarged Reflected Ceiling Plan & Section	07/30/10
A107	Typical Soffit Enlarged Reflected Ceiling Plan and Section	07/30/10
E001	Electrical Legend, Abbreviations, General Notes and List of Approved Manufacturers	07/30/10
E002	Electrical – First Floor plan	07/30/10
E003	Electrical – Second Floor plan	07/30/10
E004	Electrical – Reflected Ceiling Part Plan 42 nd St. Lobby & Soffit	07/30/10

E005	Electrical – Reflected Ceiling Part Plans 8 th Ave. North & South Lobby & Soffit	07/30/10
E006	Electrical – Reflected Ceiling Part Plans 8 th Ave. 41 st Street Underpass	07/30/10
E007	Electrical – Partial One Line Diagram & Panel Schedule	07/30/10
E008	Electrical – Lighting Fixture Schedule	07/30/10
E009	Detail Sheet	07/30/10
MT001	General Notes, Legend, and Abbreviations	07/30/10
MT002	Sidewalk and Street Closures	07/30/10
MT003	Maintenance and Protection of Traffic Standard Details	07/30/10
MT004	Sign Data Table and Standard Details	07/30/10

SPECIFICATION NUMBER	SPECIFICATION TITLE
09910	PAINTING
09220	CEMENT PLASTER
16000	ELECTRICAL GENERAL REQUIREMENTS
16110	RACEWAYS
16120	WIRES, CABLES, SPLICES AND TERMINATION
16133	CONTROL PANELS, ENCLOSURE CABINETS, AND TERMINAL BOXES
16135	BOXES AND FITTINGS
16190	SUPPORTING DEVICES
16450	GROUNDING
16470	PANEL BOARDS
16475	OVER CURRENT PROTECTIVE DEVICES
16510	LIGHTING SYSTEMS
02846	TEMPORARY WATER FILLED BARRIER
02850	PLYWOOD SIGN PANELS AND WOOD SIGN POSTS
02851	ALUMINUM SIGN PANELS

TIME FOR COMPLETION: All work shall be completed within 330 calendar days after notice to proceed to VRH Construction Corporation. Schedule to be provided by VRH within 30 days after award of Work Order.

HOURS OF WORK:

1) Subject to all requirements stated elsewhere herein, the Work shall be performed in accordance with the following restricted hours of Work.

- (a) Sidewalk bridge erection and removal in the lobbies and over the sidewalk and roadways: Perform Work only between the hours of 1:00 a.m. to 5:00 a.m. daily.

- (b) Work requiring closure of the exterior doors: Perform Work only between the hours of 1:00 a.m. to 5:00 a.m. daily.
- (c) Work above sidewalk bridges: 7:00 a.m. to 3:30 p.m. daily.
- (d) Contractor deliveries: Only between the hours of 10:00 a.m. to 3:00 p.m. or 10:00 p.m. to 5:00 a.m. daily.

2) The Contractor shall submit to the Engineer, at least one week in advance, his scheduled hours of Work for each week.

3) Do not perform Work at the construction site outside of these time periods or on a Federal legal holiday or a holiday of the State(s) in which the Work is being performed, unless otherwise permitted by the Engineer.

COORDINATION WITH OTHER WORK: Coordinate the Work with the Work of following projects:

- 1 PABT – Façade Improvements: Entrance Canopies Rehabilitation (BT- 200.200, WO#29)
- 2 PABT – Façade Improvements: Truss Painting (BT-254.128)
- 3 PABT – NW Repairs Metal Cladding and Plaster Soffit (BT- 200.200, WO#31)

ENGINEER/ARCHITECT OF RECORD: Architectural – PA/EAD
Electrical - Vanderweil
Traffic - PA/EAD

PROJECT MANAGER: Kirit Desai

Telephone No. (973) 792-6616

Sincerely,



Paul Salvatore, P.E.
Senior Resident Engineer
Holland Tunnel, Lincoln Tunnel &
Port Authority Bus Terminal

Print this page

PABT Facility Tour Log

User: TBT-PABT-JShepard-Rahim

Day: Sunday

Date: 07/15/2012

Tour: 7 X 3

Supv. On Duty: Shepard-Rahim

Sub-Supv. On Duty: None

Comm. Desk Staff: Turner-Roberts, Barrett, Rivera, Roach, Wiltshire

Public Safety Staff:

Weather Conditions: partly cloudy, scattered thunderstorms possible.

Operating Conditions: M/S 178, 232 o/s.

VMS o/s @ gates 309,323.

SW 8th ave outer auto door o/s.

SBL inbound gate o/s.

Event Type	Time	Detail
Briefing	0615	Briefed on operating conditions by 6-6 Basnight.
Roll Call	0700	R/C Fullwood on duty/ R/C Hayes off duty. I/A Taylor on duty.
Roll Call	0800	R/C Brown on duty. I/A Inernia on duty.
Facility Inspection	0810	Toured facility and found no problems to report at this time. Ops staff on assigned posts.
Roll Call	0900	Wiltshire on duty.
Elevator	0925	Per the OCC- P 1,2, 3 are not operating properly. Going into sleep mode, stopping on 7 fl, doors not opening on 7 to let patrons back on. Stairwell accessed on 7th fl to get patrons down. 4-0 and Kone notified.
Absence / Time Off	0932	Rec'd call from 6-8 Bishop- continued sick for 2x10 tour.
Coverage	0941	Called Carrow - left message on machine (6-4s office). 0952- Called Franqui- left message on machine. called back- affirm to work 2x10 tour today.
Facility Inspection	1200	Toured facility -no problems to report.

Patron Injury	1405	Responded to 41st in front of Mega Bus stop. Elderly woman hit by NYC taxi. 6-8s blocked off 41st momentarily while NYPD and EMS handled situation. BT was also on scene to assist.
---------------	------	---

Total # of pages: _____



Signature: _____

----- EQUIPMENT HISTORY -----

COMMAND INPUT ==> DISPLAY MODE
 FACILITY : PABT SUBFAC: _____ REFERENCED W/O : 0089688
 WORK ORDER NUMBER: 0126276 WO TYPE: CO SHUTDOWN NUMBER : _____
 PM/PROJECT NUMBER: _____ STATUS / DATE : CLOSED 03/26/2011
 W/O PRIORITY : 75 PRIORITIES : EQ: 5 JOB: 5 EXTRA: 50
 REQUEST NO./DATE : _____ 02/16/2011 W/O NEED DATE : 02/16/2011
 AUTHORIZED BY : M.SCANIO _____ AUTHORIZED DATE : 02/16/2011
 WORK ORDER DESC. : RPR MAN DOORS BEHIND CASA JAVA.
 SUB-SYSTEM/DESC : PABS PORT AUTHORITY BUILDINGS _____
 MAINTENANCE TYPE : RP MULTI-EQUIP: N SYSTEM : BLD
 EQUIPMENT ID : MDR PABT ALL 00 EQUIPMENT CLASS : DOOR
 EQUIP DESCRIPTION: MANUAL DOORS _____
 EQUIP. LOCATION : ALL MANUAL DOORS ALL FLOORS NORTH/SOUTH WINGS _____
 ORG UNIT/SEC-SUB : 224 0301 OUT OF SERV REQ.: N RECOVERABLE IND: N
 ORIGINATOR : M. SCANIO _____ PLANNED BY : M. SCANIO
 CURR. USAGE/UNIT : _____ 1ST SCHED / START: 02/16/2011 02/16/2011
 ACCOUNT: 1 1X OT06 224 036 611 000 01 FINISH / COMPLETE: 02/17/2011 02/18/2011
 =====ESTIMATED=====ACTUAL=====

PA LABOR	: \$	_____ 780	_____ 686	TOTAL (EST/ACT)	: \$	_____ 780	\$	_____ 686
CNT LABOR	: \$	_____	_____	VARIANCE (\$/PCT)	: \$	_____ -94	_____	_____ -12.1
MATERIAL	: \$	_____	_____	HOURS (EST/ACT)	: _____	_____ 16.0	_____	_____ 19.0
SERVICES	: \$	_____	_____	ACT HOUR (PA/CT)	: _____	_____ 19.0	_____	_____

MESSAGE: 'PF4' BACK TO SEARCH SCREEN / ENTER A VALID COMMAND

----- WORK ORDER TASK DESCRIPTION -----

COMMAND INPUT ==>

DISPLAY MODE

WORK ORDER NUMBER: 0126276 FACILITY : PABT
 PM/PROJECT NO. : W/O STATUS / DATE : CLOSED 03/26/2011
 ORG / SEC/SUB-SEC: 224 0301 W/O TYPE : CO
 PLANNED BY : M. SCANIO MAINTENANCE TYPE : RP
 WORK ORDER DESC. : RPR MAN DOORS BEHIND CASA JAVA. W/O PRIORITY : 75
 EQUIPMENT ID : MDR PABT ALL 00 EQUIPMENT CLASS : DOOR MULTI-EQUIP: N
 EQUIP DESCRIPTION: MANUAL DOORS
 TASK LOCATION : ALL MANUAL DOORS ALL FLOORS NORTH/SOUTH WINGS
 TASK NUMBER : 1 TASK STATUS / DATE: CLOSED 03/26/2011
 STDS/PROCEDURES : DWG. UPDATE REQD : N
 SCHEDULE DATE : 02/17/2011 SAFETY PERMIT REQD: N
 SHIFT : B SUPERVISOR : M. SCANIO
 PARTS REQUESTOR :
 TASK DESCRIPTION : RPR MAN DOORS BEHIND CASA JAVA.
 DESCRIPTION OF : MAKE REPAIRS TO MAN DOORS AS NOTED ON ATTACHED CHECKLIST
 WORK/ SUPERVISOR <<TOOLS AND EQUIPMENT>>
 COMMENTS PERSONAL PROTECTIVE EQUIPMENT
 HAND TOOLS
 LADDER
 FLASHLIGHT

MESSAGE: YOU MAY SCROLL/'TOP'/'BOTTOM'/REQUEST A TASK NBR/'PF4' BACK TO HEADER.

----- WORK ORDER LABOR REQUIREMENTS -----

COMMAND INPUT ==>

FACILITY : PABT SUB-FACILITY : DISPLAY MODE
 ORG. UNIT : 224 SECTION/SUB-SEC : 0301
 WORK ORDER NUMBER: 0126276 W/O STATUS / DATE : CLOSED 03/26/2011
 W/O TYPE : CO MAINT TYPE: RP PM/PROJECT NUMBER :
 PLANNED BY : M. SCANIO W/O PRIORITY : 75
 WORK ORDER DESC. : RPR MAN DOORS BEHIND CASA JAVA.
 EQUIP DESCRIPTION: MANUAL DOORS
 EQUIPMENT ID : MDR PABT ALL 00 EQUIPMENT CLASS : DOOR
 TASK NUMBER : 1 TASK STATUS / DATE: CLOSED 03/26/2011
 TASK DESCRIPTION : RPR MAN DOORS BEHIND CASA JAVA.

A CLASS	STAFF REQ	ESTIMATED HOURS	ACTUAL HOURS	ESTIMATED COST	ACTUAL COST
2002	2	16.0	19.0	\$ 779.52	\$ 685.05
---	---	---	---	\$	\$
---	---	---	---	\$	\$
---	---	---	---	\$	\$
---	---	---	---	\$	\$
---	---	---	---	\$	\$
---	---	---	---	\$	\$
---	---	---	---	\$	\$

MESSAGE: ENTER 'COMMIT'; 'P' FOR PARTS; 'D' DIR-CHARGE; OR SCROLL.

----- EQUIPMENT HISTORY -----

COMMAND INPUT ==>

DISPLAY MODE

```

FACILITY          : PABT SUBFAC: _____ REFERENCED W/O : 0089688
WORK ORDER NUMBER: 0131799 WO TYPE: CO SHUTDOWN NUMBER :
PM/PROJECT NUMBER: _____ STATUS / DATE : CLOSED 03/24/2012
W/O PRIORITY     : 25 PRIORITIES : EQ: 5 JOB: 5 EXTRA: ___
REQUEST NO./DATE : _____ 02/21/2012 W/O NEED DATE : 02/21/2012
AUTHORIZED BY    : SCANIO AUTHORIZED DATE : 02/21/2012
WORK ORDER DESC. : RPR MAN DOORS BEHIND CASA JAVA.
SUB-SYSTEM/DESC  : PABS PORT AUTHORITY BUILDINGS
MAINTENANCE TYPE: RP MULTI-EQUIP: N SYSTEM : BLD
EQUIPMENT ID     : MDR PABT ALL 00 EQUIPMENT CLASS : DOOR
EQUIP DESCRIPTION: MANUAL DOORS
EQUIP. LOCATION  : ALL MANUAL DOORS ALL FLOORS NORTH/SOUTH WINGS
ORG UNIT/SEC-SUB: 224 0301 OUT OF SERV REQ.: N RECOVERABLE IND: N
ORIGINATOR       : M. SCANIO PLANNED BY : M. SCANIO
CURR. USAGE/UNIT: _____ 1ST SCHED / START: 02/21/2012 02/23/2012
ACCOUNT: 1 1X 0T06 224 036 611 000 01 FINISH / COMPLETE: 02/23/2012 02/23/2012
=====ESTIMATED=====ACTUAL=====

```

```

PA LABOR : $ _____ 780 _____ 546 TOTAL (EST/ACT) : $ _____ 780 $ _____ 546
CNT LABOR : $ _____ VARIANCE ($/PCT): $ _____ -234 _____ -30.0
MATERIAL : $ _____ HOURS (EST/ACT) : _____ 16.0 _____ 12.0
SERVICES : $ _____ ACT HOUR (PA/CT): _____ 12.0 _____
MESSAGE: 'PF4' BACK TO SEARCH SCREEN / ENTER A VALID COMMAND

```


----- WORK ORDER LABOR REQUIREMENTS -----

COMMAND INPUT ==> DISPLAY MODE
 FACILITY : PABT SUB-FACILITY :
 ORG. UNIT : 224 SECTION/SUB-SEC : 0301
 WORK ORDER NUMBER: 0131799 W/O STATUS / DATE : CLOSED 03/24/2012
 W/O TYPE : CO MAINT TYPE: RP PM/PROJECT NUMBER :
 PLANNED BY : M. SCANIO W/O PRIORITY : 25
 WORK ORDER DESC. : RPR MAN DOORS BEHIND CASA JAVA.
 EQUIP DESCRIPTION: MANUAL DOORS
 EQUIPMENT ID : MDR PABT ALL 00 EQUIPMENT CLASS : DOOR
 TASK NUMBER : 1 TASK STATUS / DATE: CLOSED 03/24/2012
 TASK DESCRIPTION : RPR MAN DOORS BEHIND CASA JAVA.

A CLASS	STAFF REQ	ESTIMATED HOURS	ACTUAL HOURS	ESTIMATED COST	ACTUAL COST
2002	2	16.0	12.0	\$ 779.52	\$ 546.44
-----	-----	-----	-----	\$ -----	\$ -----
-----	-----	-----	-----	\$ -----	\$ -----
-----	-----	-----	-----	\$ -----	\$ -----
-----	-----	-----	-----	\$ -----	\$ -----
-----	-----	-----	-----	\$ -----	\$ -----
-----	-----	-----	-----	\$ -----	\$ -----
-----	-----	-----	-----	\$ -----	\$ -----

MESSAGE: ENTER 'COMMIT'; 'P' FOR PARTS; 'D' DIR-CHARGE; OR SCROLL.

2

----- EQUIPMENT HISTORY -----

```

COMMAND INPUT ==>
FACILITY          : PABT SUBFAC: _____ REFERENCED W/O : 0089688
WORK ORDER NUMBER: 0133714 WO TYPE: CO SHUTDOWN NUMBER : _____
PM/PROJECT NUMBER: _____ STATUS / DATE : CLOSED 07/14/2012
W/O PRIORITY      : 25 PRIORITIES : EQ: 5 JOB: 5 EXTRA: _____
REQUEST NO./DATE  : _____ 06/12/2012 W/O NEED DATE : 06/12/2012
AUTHORIZED BY     : SCANIO AUTHORIZED DATE : 06/12/2012
WORK ORDER DESC.  : RPR MAN DOORS BEHIND CASA JAVA AND NSBM1B.
SUB-SYSTEM/DESC   : PABS PORT AUTHORITY BUILDINGS
MAINTENANCE TYPE  : RP MULTI-EQUIP: N SYSTEM : BLD
EQUIPMENT ID      : MDR PABT ALL 00 EQUIPMENT CLASS : DOOR
EQUIP DESCRIPTION: MANUAL DOORS
EQUIP. LOCATION   : ALL MANUAL DOORS ALL FLOORS NORTH/SOUTH WINGS
ORG UNIT/SEC-SUB  : 224 0301 OUT OF SERV REQ.: N RECOVERABLE IND: N
ORIGINATOR        : M. SCANIO PLANNED BY : M. SCANIO
CURR. USAGE/UNIT  : _____ 1ST SCHED / START: 06/12/2012 06/12/2012
ACCOUNT: 1 1X 0T06 224 036 611 000 01 FINISH / COMPLETE: 06/12/2012 06/13/2012
=====ESTIMATED=====ACTUAL=====
PA LABOR : $ _____ 780 _____ 728 TOTAL (EST/ACT) : $ _____ 780 $ _____ 728
CNT LABOR : $ _____ _____ VARIANCE ($/PCT): $ _____ -52 _____ -6.7
MATERIAL : $ _____ _____ HOURS (EST/ACT) : _____ 16.0 _____ 16.0
SERVICES : $ _____ _____ ACT HOUR (PA/CT): _____ 16.0 _____
MESSAGE: 'PF4' BACK TO SEARCH SCREEN / ENTER A VALID COMMAND
    
```

```

COMMAND INPUT ==> _____
                                WORK ORDER TASK DESCRIPTION -----
                                DISPLAY MODE
WORK ORDER NUMBER: 0133714      FACILITY           : PABT
PM/PROJECT NO.      : _____ W/O STATUS / DATE : CLOSED 07/14/2012
ORG / SEC/SUB-SEC: 224 0301     W/O TYPE           : CO
PLANNED BY         : M. SCANIO   MAINTENANCE TYPE  : RP
WORK ORDER DESC.   : RPR MAN DOORS BEHIND CASA JAVA AND NSBM1B.
EQUIPMENT ID       : MDR PABT ALL 00  EQUIPMENT CLASS   : DOOR  MULTI-EQUIP: N
EQUIP DESCRIPTION:  MANUAL DOORS
TASK LOCATION      :  MANUAL DOORS NSBM1B AND DOORS BEHIND CASA JAVA.
TASK NUMBER        : 1           TASK STATUS / DATE: CLOSED 07/14/2012
STDS/PROCEDURES   : _____ DWG. UPDATE REQD   : N
SCHEDULE DATE     : 06/12/2012  SAFETY PERMIT REQD: N
SHIFT             : B           SUPERVISOR         : SCANIO
                                PARTS REQUESTOR      : _____
TASK DESCRIPTION   : RPR MAN DOORS BEHIND CASA JAVA AND NSBM1B.
DESCRIPTION OF     : MAKE REPAIRS TO MAN DOORS AS NOTED ON ATTACHED CHECKLIST
WORK/ SUPERVISOR  : <<TOOLS AND EQUIPMENT>>
COMMENTS          : PERSONAL PROTECTIVE EQUIPMENT
                   : HAND TOOLS
                   : LADDER
                   : FLASHLIGHT
MESSAGE: YOU MAY SCROLL/'TOP'/'BOTTOM'/REQUEST A TASK NBR/'PF4' BACK TO HEADER.

```

----- WORK ORDER LABOR REQUIREMENTS -----

COMMAND INPUT ==>

DISPLAY MODE

FACILITY : PABT_ SUB-FACILITY : _____
 ORG. UNIT : 224 SECTION/SUB-SEC : 0301
 WORK ORDER NUMBER: 0133714 W/O STATUS / DATE : CLOSED 07/14/2012
 W/O TYPE : CO MAINT TYPE: RP PM/PROJECT NUMBER : _____
 PLANNED BY : M. SCANIO W/O PRIORITY : 25
 WORK ORDER DESC. : RPR MAN DOORS BEHIND CASA JAVA AND NSBM1B.
 EQUIP DESCRIPTION: MANUAL DOORS
 EQUIPMENT ID : MDR PABT ALL_ 00 EQUIPMENT CLASS : DOOR
 TASK NUMBER : 1 TASK STATUS / DATE: CLOSED 07/14/2012
 TASK DESCRIPTION : RPR MAN DOORS BEHIND CASA JAVA AND NSBM1B.

A CLASS	STAFF REQ	ESTIMATED HOURS	ACTUAL HOURS	ESTIMATED COST	ACTUAL COST
2002	2	16.0	16.0	\$ 779.52	\$ 728.60
_____	_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	_____	\$ _____	\$ _____

MESSAGE: ENTER 'COMMIT'; 'P' FOR PARTS; 'D' DIR-CHARGE; OR SCROLL.

----- EQUIPMENT HISTORY -----

```

COMMAND INPUT ==>
FACILITY          : PABT SUBFAC: _____ REFERENCED W/O : 0087211
WORK ORDER NUMBER: 0129566 WO TYPE: CO SHUTDOWN NUMBER : _____
PM/PROJECT NUMBER: _____ STATUS / DATE : CLOSED 11/05/2011
W/O PRIORITY      : 99 PRIORITIES : EQ: 9 JOB: 9 EXTRA: 90
REQUEST NO./DATE  : _____ 09/21/2011 W/O NEED DATE : 09/22/2011
AUTHORIZED BY     : M. SCANIO AUTHORIZED DATE : 09/21/2011
WORK ORDER DESC. : REPAIR HOLES IN SIDEWALK.
SUB-SYSTEM/DESC  : PABS PORT AUTHORITY BUILDINGS
MAINTENANCE TYPE : RP MULTI-EQUIP: N SYSTEM : BLD
EQUIPMENT ID     : PAB PABT STRL 00 EQUIPMENT CLASS : BLDG
EQUIP DESCRIPTION: *-MISCELANEOUS STRUCTURAL REPAIR
EQUIP. LOCATION  : COMMON AREA, ALL AREAS
ORG UNIT/SEC-SUB : 224 0301 OUT OF SERV REQ.: N RECOVERABLE IND: N
ORIGINATOR       : M. SCANIO PLANNED BY : M. SCANIO
CURR. USAGE/UNIT : _____ 1ST SCHED / START: 09/23/2011 09/23/2011
ACCOUNT: 1 1X 0T06 224 036 103 000 01 FINISH / COMPLETE: 10/05/2011 10/06/2011
=====ESTIMATED=====ACTUAL=====
PA LABOR : $ _____ 1,876 _____ 2,191 TOTAL (EST/ACT) : $ _____ 1,876 $ _____ 2,191
CNT LABOR : $ _____ VARIANCE ($/PCT): $ _____ 315 _____ 16.8
MATERIAL : $ _____ HOURS (EST/ACT) : _____ 32.0 _____ 38.0
SERVICES : $ _____ ACT HOUR (PA/CT): _____ 38.0 _____
MESSAGE: 'PF4' BACK TO SEARCH SCREEN / ENTER A VALID COMMAND
  
```

----- WORK ORDER TASK DESCRIPTION -----

COMMAND INPUT ==>

DISPLAY MODE

WORK ORDER NUMBER: 0129566 FACILITY : PABT
PM/PROJECT NO. : W/O STATUS / DATE : CLOSED 11/05/2011
ORG / SEC/SUB-SEC: 224 0301 W/O TYPE : CO
PLANNED BY : M. SCANIO MAINTENANCE TYPE : RP
WORK ORDER DESC. : REPAIR HOLES IN SIDEWALK. W/O PRIORITY : 99
EQUIPMENT ID : PAB PABT STRL 00 EQUIPMENT CLASS : BLDG MULTI-EQUIP: N
EQUIP DESCRIPTION: *-MISCELANEOUS STRUCTURAL REPAIR
TASK LOCATION : VENT BLDG. AND N/W 41ST. STREET.
TASK NUMBER : 1 TASK STATUS / DATE: CLOSED 11/05/2011
STDS/PROCEDURES : DWG. UPDATE REQD : N
SCHEDULE DATE : 10/04/2011 SAFETY PERMIT REQD: N
SHIFT : B SUPERVISOR : M. SCANIO
PARTS REQUESTOR :
TASK DESCRIPTION : REPAIR HOLES IN SIDEWALK.
DESCRIPTION OF : MULTIPLE LOCATIONS.
WORK/ SUPERVISOR : SEE SUPERVISOR FOR ALL LOCATIONS.
COMMENTS

MESSAGE: YOU MAY SCROLL/'TOP'/'BOTTOM'/REQUEST A TASK NBR/'PF4' BACK TO HEADER.

----- WORK ORDER LABOR REQUIREMENTS -----

COMMAND INPUT ==> DISPLAY MODE
 FACILITY : PABT SUB-FACILITY :
 ORG. UNIT : 224 SECTION/SUB-SEC : 0301
 WORK ORDER NUMBER: 0129566 W/O STATUS / DATE : CLOSED 11/05/2011
 W/O TYPE : CO MAINT TYPE: RP PM/PROJECT NUMBER :
 PLANNED BY : M. SCANIO W/O PRIORITY : 99
 WORK ORDER DESC. : REPAIR HOLES IN SIDEWALK.
 EQUIP DESCRIPTION: *-MISCELANEOUS STRUCTURAL REPAIR
 EQUIPMENT ID : PAB PABT STRL 00 EQUIPMENT CLASS : BLDG
 TASK NUMBER : 1 TASK STATUS / DATE: CLOSED 11/05/2011
 TASK DESCRIPTION : REPAIR HOLES IN SIDEWALK.

A CLASS	STAFF REQ	ESTIMATED HOURS	ACTUAL HOURS	ESTIMATED COST	ACTUAL COST
2127	1	32.0		\$ 1,875.52	\$
2128			38.0		\$ 2,191.90
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$

MESSAGE: ENTER 'COMMIT'; 'P' FOR PARTS; 'D' DIR-CHARGE; OR SCROLL.

----- EQUIPMENT HISTORY -----

COMMAND INPUT ==>

DISPLAY MODE

```

FACILITY          : PABT SUBFAC: _____ REFERENCED W/O : 0087211
WORK ORDER NUMBER: 0128224 WO TYPE: CO SHUTDOWN NUMBER :
PM/PROJECT NUMBER: _____ STATUS / DATE : CLOSED 07/16/2011
W/O PRIORITY     : 99 _____ PRIORITIES : EQ: 9 JOB: 9 EXTRA: 90
REQUEST NO./DATE : _____ 06/14/2011 W/O NEED DATE : 06/15/2011
AUTHORIZED BY    : M.SCANIO _____ AUTHORIZED DATE : 06/15/2011
WORK ORDER DESC. : REPAIR BROKEN CONCRETE FLOORING.
SUB-SYSTEM/DESC  : PABS PORT AUTHORITY BUILDINGS
MAINTENANCE TYPE: RP MULTI-EQUIP: N SYSTEM : BLD
EQUIPMENT ID     : PAB PABT STRL 00 EQUIPMENT CLASS : BLDG
EQUIP DESCRIPTION: *-MISCELANEOUS STRUCTURAL REPAIR
EQUIP. LOCATION  : COMMON AREA, ALL AREAS
ORG UNIT/SEC-SUB: 224 0301 OUT OF SERV REQ.: N RECOVERABLE IND: N
ORIGINATOR       : M. SCANIO _____ PLANNED BY : M. SCANIO
CURR. USAGE/UNIT: _____ 1ST SCHED / START: 06/15/2011 06/15/2011
ACCOUNT: 1 1X 0T06 224 036 103 000 01 FINISH / COMPLETE: 06/15/2011 06/16/2011
=====ESTIMATED=====ACTUAL=====
  
```

```

PA LABOR : $ 1,011 346 TOTAL (EST/ACT) : $ 1,011 $ 346
CNT LABOR : $ _____ VARIANCE ($/PCT): $ -665 -65.8
MATERIAL : $ _____ HOURS (EST/ACT) : 16.0 6.0
SERVICES : $ _____ ACT HOUR (PA/CT): 6.0
MESSAGE: 'PF4' BACK TO SEARCH SCREEN / ENTER A VALID COMMAND
  
```

----- WORK ORDER TASK DESCRIPTION -----

COMMAND INPUT ==> _____ DISPLAY MODE

WORK ORDER NUMBER: 0128224 FACILITY : PABT
 PM/PROJECT NO. : _____ W/O STATUS / DATE : CLOSED 07/16/2011
 ORG / SEC/SUB-SEC: 224 0301 W/O TYPE : CO
 PLANNED BY : M. SCANIO MAINTENANCE TYPE : RP
 W/O PRIORITY : 99
 WORK ORDER DESC. : REPAIR BROKEN CONCRETE FLOORING.
 EQUIPMENT ID : PAB PABT STRL 00 EQUIPMENT CLASS : BLDG MULTI-EQUIP: N
 EQUIP DESCRIPTION: *-MISCELANEOUS STRUCTURAL REPAIR
 TASK LOCATION : S/W TAXI ROADWAY AND N/W 41 ST STRIRWAY.
 TASK NUMBER : 1 TASK STATUS / DATE: CLOSED _ 07/16/2011
 STDS/PROCEDURES : _____ DWG. UPDATE REQD : N
 SCHEDULE DATE : 06/15/2011 SAFETY PERMIT REQD: N
 SHIFT : B SUPERVISOR : M.SCANIO
 PARTS REQUESTOR : _____
 TASK DESCRIPTION : REPATR BROKEN CONCRETE FLOORING.
 DESCRIPTION OF : _____
 WORK/ SUPERVISOR : _____
 COMMENTS : _____

MESSAGE: YOU MAY SCROLL/'TOP'/'BOTTOM'/REQUEST A TASK NBR/'PF4' BACK TO HEADER.

----- WORK ORDER LABOR REQUIREMENTS -----

COMMAND INPUT ==>

DISPLAY MODE

FACILITY : PABT SUB-FACILITY :
 ORG. UNIT : 224 SECTION/SUB-SEC : 0301
 WORK ORDER NUMBER: 0128224 W/O STATUS / DATE : CLOSED 07/16/2011
 W/O TYPE : CO MAINT TYPE: RP PM/PROJECT NUMBER :
 PLANNED BY : M. SCANIO W/O PRIORITY : 99
 WORK ORDER DESC. : REPAIR BROKEN CONCRETE FLOORING.
 EQUIP DESCRIPTION: *-MISCELANEOUS STRUCTURAL REPAIR
 EQUIPMENT ID : PAB PABT STRL 00 EQUIPMENT CLASS : BLDG
 TASK NUMBER : 1 TASK STATUS / DATE: CLOSED 07/16/2011
 TASK DESCRIPTION : REPAIR BROKEN CONCRETE FLOORING.

A CLASS	STAFF REQ	ESTIMATED HOURS	ACTUAL HOURS	ESTIMATED COST	ACTUAL COST
2128	1	16.0	6.0	\$ 1,011.20	\$ 346.09
---	---	---	---	\$	\$
---	---	---	---	\$	\$
---	---	---	---	\$	\$
---	---	---	---	\$	\$
---	---	---	---	\$	\$
---	---	---	---	\$	\$
---	---	---	---	\$	\$
---	---	---	---	\$	\$

MESSAGE: ENTER 'COMMIT'; 'P' FOR PARTS; 'D' DIR-CHARGE; OR SCROLL.

----- EQUIPMENT HISTORY -----

```

COMMAND INPUT ==>
FACILITY          : PABT SUBFAC: _____ REFERENCED W/O : 0129562
WORK ORDER NUMBER: 0130032 WO TYPE: CO SHUTDOWN NUMBER : _____
PM/PROJECT NUMBER: _____ STATUS / DATE : CLOSED 12/10/2011
W/O PRIORITY     : 99 PRIORITIES : EQ: 6 JOB: 7 EXTRA: 70
REQUEST NO./DATE : _____ 10/26/2011 W/O NEED DATE : 10/24/2011
AUTHORIZED BY    : J.MCCUE AUTHORIZED DATE : 10/26/2011
WORK ORDER DESC. : TO RELAMP & REBALLAST N/W & S/W AS REQUESTED.
SUB-SYSTEM/DESC : _____
MAINTENANCE TYPE : RL MULTI-EQUIP: Y SYSTEM : LTE
EQUIPMENT ID     : _____ EQUIPMENT CLASS : _____
EQUIP DESCRIPTION: _____
EQUIP. LOCATION  : _____
ORG UNIT/SEC-SUB : 224 0101 OUT OF SERV REQ.: N RECOVERABLE IND: Y
ORIGINATOR       : J. MCCUE PLANNED BY : J. MCCUE
CURR. USAGE/UNIT : _____ 1ST SCHED / START: 10/24/2011 02/11/2009
ACCOUNT: 1 1X OT06 224 035 103 000 01 FINISH / COMPLETE: 11/08/2011 11/08/2011
=====ESTIMATED=====ACTUAL=====
PA LABOR : $ 10,643 16,508 TOTAL (EST/ACT) : $ 10,643 $ 16,508
CNT LABOR : $ _____ VARIANCE ($/PCT): $ 5,865 55.1
MATERIAL : $ _____ HOURS (EST/ACT) : 160.0 269.0
SERVICES : $ _____ ACT HOUR (PA/CT): 269.0
MESSAGE: 'PF4' BACK TO SEARCH SCREEN / ENTER A VALID COMMAND
    
```


----- WORK ORDER LABOR REQUIREMENTS -----

COMMAND INPUT ==>

DISPLAY MODE

FACILITY : PABT_ SUB-FACILITY : _____
 ORG. UNIT : 224 SECTION/SUB-SEC : 0101
 WORK ORDER NUMBER: 0130032 W/O STATUS / DATE : CLOSED 12/10/2011
 W/O TYPE : CO MAINT TYPE: RL PM/PROJECT NUMBER : _____
 PLANNED BY : J. MCCUE W/O PRIORITY : 99
 WORK ORDER DESC. : TO RELAMP & REBALLAST N/W & S/W AS REQUESTED.

EQUIP DESCRIPTION:

EQUIPMENT ID : _____ EQUIPMENT CLASS : _____
 TASK NUMBER : 1 TASK STATUS / DATE: CLOSED 12/10/2011
 TASK DESCRIPTION : TO RELAMP & REBALLAST N/W & S/W AS REQUESTED.

A CLASS	STAFF REQ	ESTIMATED HOURS	ACTUAL HOURS	ESTIMATED COST	ACTUAL COST
2002			32.0	\$	\$ 1,469.34
2163	2	160.0	237.0	\$ 10,643.20	\$ 15,042.36
_____	_____	_____	_____	\$	\$
_____	_____	_____	_____	\$	\$
_____	_____	_____	_____	\$	\$
_____	_____	_____	_____	\$	\$
_____	_____	_____	_____	\$	\$
_____	_____	_____	_____	\$	\$

MESSAGE: ENTER 'COMMIT'; 'P' FOR PARTS; 'D' DIR-CHARGE; OR SCROLL.

----- EQUIPMENT HISTORY -----

COMMAND INPUT ==>

DISPLAY MODE

```

FACILITY          : PABT SUBFAC: _____ REFERENCED W/O : 0130032
WORK ORDER NUMBER: 0130327 WO TYPE: CO SHUTDOWN NUMBER : _____
PM/PROJECT NUMBER: _____ STATUS / DATE : CLOSED 01/23/2012
W/O PRIORITY     : 99 _____ PRIORITIES : EQ: 6 JOB: 7 EXTRA: 70
REQUEST NO./DATE : _____ 11/08/2011 W/O NEED DATE : 11/09/2011
AUTHORIZED BY    : J.MCCUE _____ AUTHORIZED DATE : 11/09/2011
WORK ORDER DESC. : TO RELAMP & REBALLAST N/W & S/W AS REQUESTED. _____
SUB-SYSTEM/DESC : _____
MAINTENANCE TYPE: RL MULTI-EQUIP: Y SYSTEM : LTE
EQUIPMENT ID    : _____ EQUIPMENT CLASS : _____
EQUIP DESCRIPTION: _____
EQUIP. LOCATION : _____
ORG UNIT/SEC-SUB : 224 0101 OUT OF SERV REQ.: N RECOVERABLE IND: Y
ORIGINATOR      : J. MCCUE _____ PLANNED BY : J. MCCUE
CURR. USAGE/UNIT : _____ 1ST SCHED / START: 11/09/2011 02/11/2009
ACCOUNT: 1 1X 0T06 224 035 103 000 01 FINISH / COMPLETE: 12/15/2011 12/19/2011
=====ESTIMATED=====ACTUAL=====

```

```

PA LABOR : $ 10,643 11,234 TOTAL (EST/ACT) : $ 10,643 $ 11,234
CNT LABOR : $ _____ VARIANCE ($/PCT): $ 591 5.6
MATERIAL : $ _____ HOURS (EST/ACT) : 160.0 185.0
SERVICES : $ _____ ACT HOUR (PA/CT): 185.0

```

MESSAGE: 'PF4' BACK TO SEARCH SCREEN / ENTER A VALID COMMAND

----- WORK ORDER TASK DESCRIPTION -----

COMMAND INPUT ==> _____ DISPLAY MODE

WORK ORDER NUMBER: 0130327 FACILITY : PABT
 W/O STATUS / DATE : CLOSED 01/23/2012
 PM/PROJECT NO. : _____ W/O TYPE : CO
 ORG / SEC/SUB-SEC: 224 0101 MAINTENANCE TYPE : RL
 PLANNED BY : J. MCCUE W/O PRIORITY : 99
 WORK ORDER DESC. : TO RELAMP & REBALLAST N/W & S/W AS REQUESTED.
 EQUIPMENT ID : _____ EQUIPMENT CLASS : _____ MULTI-EQUIP: Y
 EQUIP DESCRIPTION: _____
 TASK LOCATION : ALL AREAS NORTH AND SOUTH WINGS.
 TASK NUMBER : 1 TASK STATUS / DATE: CLOSED 01/23/2012
 STDS/PROCEDURES : _____ DWG. UPDATE REQD : N
 SCHEDULE DATE : 12/14/2011 SAFETY PERMIT REQD: N
 SHIFT : B SUPERVISOR : MCCUE
 PARTS REQUESTOR : _____
 TASK DESCRIPTION : TO RELAMP & REBALLAST N/W & S/W AS REQUESTED.
 DESCRIPTION OF : _____
 WORK/ SUPERVISOR : _____
 COMMENTS : _____

MESSAGE: YOU MAY SCROLL/'TOP'/'BOTTOM'/REQUEST A TASK NBR/'PF4' BACK TO HEADER.

2

----- WORK ORDER LABOR REQUIREMENTS -----

COMMAND INPUT ==>

DISPLAY MODE

FACILITY : PABT SUB-FACILITY :
 ORG. UNIT : 224 SECTION/SUB-SEC : 0101
 WORK ORDER NUMBER: 0130327 W/O STATUS / DATE : CLOSED 01/23/2012
 W/O TYPE : CO MAINT TYPE: RL PM/PROJECT NUMBER :
 PLANNED BY : J. MCCUE W/O PRIORITY : 99
 WORK ORDER DESC. : TO RELAMP & REBALLAST N/W & S/W AS REQUESTED.
 EQUIP DESCRIPTION:
 EQUIPMENT ID : EQUIPMENT CLASS :
 TASK NUMBER : 1 TASK STATUS / DATE: CLOSED 01/23/2012
 TASK DESCRIPTION : TO RELAMP & REBALLAST N/W & S/W AS REQUESTED.

A CLASS	STAFF REQ	ESTIMATED HOURS	ACTUAL HOURS	ESTIMATED COST	ACTUAL COST
2163	2	160.0	185.0	\$ 10,643.20	\$ 11,235.73
---	---	---	---	\$	\$
---	---	---	---	\$	\$
---	---	---	---	\$	\$
---	---	---	---	\$	\$
---	---	---	---	\$	\$
---	---	---	---	\$	\$
---	---	---	---	\$	\$

MESSAGE: ENTER 'COMMIT'; 'P' FOR PARTS; 'D' DIR-CHARGE; OR SCROLL.

----- DAILY SCHEDULE AND W/O STATUS UPDATE SEARCH BY -----
 COMMAND INPUT ==> _____ SCHEDULE DATE _____ SEARCH MODE _____
 FACILITY: PABT _____
 SCHEDULE DATE: 01/01/2010 - 12/03/2012 SHIFT: A ORG. UNIT: 224 SEC/SUBSEC: 0101
 =====

	SCHED DATE	SHIFT	ORG	SEC	W/O /TASK	PM/PROJ	TASK DESCRIPTION
0 1.	10/19/2011	A	224	0101	0129562 1		TO RELAMP & REBALLAST N/W & S/
0 2.	10/19/2011	A	224	0101	2240085 1	224 0001	TRAINING
0 3.	10/20/2011	A	224	0101	0129562 1		TO RELAMP & REBALLAST N/W & S/
0 4.	10/21/2011	A	224	0101	0129562 1		TO RELAMP & REBALLAST N/W & S/
0 5.	10/24/2011	A	224	0101	0129562 1		TO RELAMP & REBALLAST N/W & S/
69 6.	10/24/2011	A	224	0101	0130032 1		TO RELAMP & REBALLAST N/W & S/
7.	10/25/2011	A	224	0101	0129562 1		TO RELAMP & REBALLAST N/W & S/
8.	10/25/2011	A	224	0101	0130032 1		TO RELAMP & REBALLAST N/W & S/
9.	10/26/2011	A	224	0101	0129562 1		TO RELAMP & REBALLAST N/W & S/
10.	10/26/2011	A	224	0101	0130032 1		TO RELAMP & REBALLAST N/W & S/
11.	10/27/2011	A	224	0101	0129562 1		TO RELAMP & REBALLAST N/W & S/
12.	10/27/2011	A	224	0101	0130032 1		TO RELAMP & REBALLAST N/W & S/
13.	10/28/2011	A	224	0101	0129562 1		TO RELAMP & REBALLAST N/W & S/
14.	10/28/2011	A	224	0101	0130032 1		TO RELAMP & REBALLAST N/W & S/
15.	10/29/2011	A	224	0101	0124061 1	224 1001	QT LOAD TEST EMER GEN.
16.	10/29/2011	A	224	0101	0124402 1	224 8035	MO NO-LOAD TST EMR GEN

MESSAGE: USE PF8 TO SCROLL FORWARD, PF7 TO SCROLL BACKWARD

COMMAND INPUT ==> _____ DAILY SCHEDULE AND W/O STATUS UPDATE SEARCH BY _____
 FACILITY: PABT _____ SCHEDULE DATE _____ SEARCH MODE _____
 SCHEDULE DATE: 01/01/2010 - 12/03/2012 SHIFT: A ORG. UNIT: 224 SEC/SUBSEC: 0101

SCHED DATE	SHIFT	ORG	SEC	W/O /TASK	PM/PROJ	TASK DESCRIPTION
1. 10/29/2011	A	224	0101	0130032 1		TO RELAMP & REBALLAST
2. 10/29/2011	A	224	0101	2248053 1	224 0221	MANAGERS REQUESTS
3. 10/31/2011	A	224	0101	0130032 1		TO RELAMP & REBALLAST N/W & S/
4. 11/01/2011	A	224	0101	0130032 1		TO RELAMP & REBALLAST N/W & S/
5. 11/02/2011	A	224	0101	0130032 1		TO RELAMP & REBALLAST N/W & S/
6. 11/03/2011	A	224	0101	0130032 1		TO RELAMP & REBALLAST N/W & S/
7. 11/04/2011	A	224	0101	0130032 1		TO RELAMP & REBALLAST N/W & S/
8. 11/05/2011	A	224	0101	0130032-1		TO RELAMP & REBALLAST N/W & S/
9. 11/12/2011	A	224	0101	0130327-1		TO RELAMP & REBALLAST N/W & S/
10. _____	-	-	-	-	-	-
11. _____	-	-	-	-	-	-
12. _____	-	-	-	-	-	-
13. _____	-	-	-	-	-	-
14. _____	-	-	-	-	-	-
15. _____	-	-	-	-	-	-
16. _____	-	-	-	-	-	-

MESSAGE: USE PF8 TO SCROLL FORWARD, PF7 TO SCROLL BACKWARD

DATE: SCHEDULE AND W/O STATUS UPDATE SEARCH BY -----
 COMMAND INPUT ==> _____ WORK ORDER NUMBER SEARCH MODE

FACILITY: PABT W/O: 0130327 TASK: _____ SCHEDULE DATE: _____ TO: _____

	W/O /TASK	SCHEDULE DATE	PM/PROJECT NUMBER	SHIFT	ORG. UNIT	SEC/ SUB	ACTION/ REASON	HIGHER PRI. W/O / TASK
1.	0130327 1	11/09/2011	_____	B	224	0101	---	_____
	TASK DESCRIPTION: _____							
2.	0130327 1	11/10/2011	_____	B	224	0101	---	_____
	TASK DESCRIPTION: _____							
3.	0130327 1	11/12/2011	_____	A	224	0101	---	_____
	TASK DESCRIPTION: _____							
4.	0130327 1	11/14/2011	_____	B	224	0101	---	_____
	TASK DESCRIPTION: _____							
5.	0130327 1	11/15/2011	_____	B	224	0101	---	_____
	TASK DESCRIPTION: _____							
6.	0130327 1	11/16/2011	_____	B	224	0101	I	_____
	TASK DESCRIPTION: _____							
7.	0130327 1	11/17/2011	_____	B	224	0101	I	_____
	TASK DESCRIPTION: _____							
8.	0130327 1	11/18/2011	_____	B	224	0101	---	_____
	TASK DESCRIPTION: _____							

MESSAGE: USE PF8 TO SCROLL FORWARD, PF7 TO SCROLL BACKWARD

COMMAND INPUT ==> _____ DATE SCHEDULE AND W/O STATUS UPDATE SEARCH BY _____
 _____ WORK ORDER NUMBER _____ SEARCH MODE

FACILITY: PABT W/O: 0130327 TASK: _____ SCHEDULE DATE: _____ TO: _____

	W/O /TASK	SCHEDULE DATE	PM/PROJECT NUMBER	SHIFT	ORG. UNIT	SEC/ SUB	ACTION/ REASON	HIGHER PRI. W/O / TASK
1.	0130327 1	11/21/2011	_____	B	224	0101	I	_____
	TASK DESCRIPTION: _____							
2.	0130327 1	11/22/2011	_____	B	224	0101	---	_____
	TASK DESCRIPTION: _____							
3.	0130327 1	11/23/2011	_____	B	224	0101	---	_____
	TASK DESCRIPTION: _____							
4.	0130327 1	11/28/2011	_____	B	224	0101	---	_____
	TASK DESCRIPTION: _____							
5.	0130327 1	11/29/2011	_____	B	224	0101	---	_____
	TASK DESCRIPTION: _____							
6.	0130327 1	12/01/2011	_____	B	224	0101	---	_____
	TASK DESCRIPTION: _____							
7.	0130327 1	12/02/2011	_____	B	224	0101	---	_____
	TASK DESCRIPTION: _____							
8.	0130327 1	12/05/2011	_____	B	224	0101	---	_____
	TASK DESCRIPTION: _____							

MESSAGE: USE PF8 TO SCROLL FORWARD, PF7 TO SCROLL BACKWARD

COMMAND INPUT ==> _____ SCHEDULE AND W/O STATUS UPDATE SEARCH BY _____
 _____ WORK ORDER NUMBER _____ SEARCH MODE

FACILITY: PABT_ W/O: 0130327 TASK: _____ SCHEDULE DATE: _____ TO: _____

	W/O /TASK	SCHEDULE DATE	PM/PROJECT NUMBER	SHIFT	ORG. UNIT	SEC/ SUB	ACTION/ REASON	HIGHER PRI. W/O / TASK
1.	0130327 1	12/13/2011	_____	B	224	0101	I	_____
	TASK DESCRIPTION: _____							
2.	0130327 1	12/14/2011	_____	B	224	0101	---	_____
	TASK DESCRIPTION: _____							
3.	0130327 1	12/15/2011	_____	B	224	0101	C	_____
	TASK DESCRIPTION: _____							
4.	TASK DESCRIPTION: _____							
5.	TASK DESCRIPTION: _____							
6.	TASK DESCRIPTION: _____							
7.	TASK DESCRIPTION: _____							
8.	TASK DESCRIPTION: _____							

MESSAGE: NO MORE DATA TO SCROLL IN FORWARD DIRECTION

DATE SCHEDULE AND W/O STATUS UPDATE SEARCH BY -----
 COMMAND INPUT ==> _____ WORK ORDER NUMBER SEARCH MODE

FACILITY: PABT_ W/O: 0130032 TASK: __ SCHEDULE DATE: _____ TO: _____

	W/O /TASK	SCHEDULE DATE	PM/PROJECT NUMBER	SHIFT	ORG. UNIT	SEC/ SUB	ACTION/ REASON	HIGHER PRI. W/O / TASK
1.	0130032 1	10/24/2011	_____	A	224	0101	--	_____
	TASK DESCRIPTION: _____							
2.	0130032 1	10/25/2011	_____	A	224	0101	--	_____
	TASK DESCRIPTION: _____							
3.	0130032 1	10/26/2011	_____	A	224	0101	--	_____
	TASK DESCRIPTION: _____							
4.	0130032 1	10/26/2011	_____	B	224	0101	--	_____
	TASK DESCRIPTION: _____							
5.	0130032 1	10/27/2011	_____	A	224	0101	--	_____
	TASK DESCRIPTION: _____							
6.	0130032 1	10/27/2011	_____	B	224	0101	--	_____
	TASK DESCRIPTION: _____							
7.	0130032 1	10/28/2011	_____	A	224	0101	--	_____
	TASK DESCRIPTION: _____							
8.	0130032 1	10/29/2011	_____	A	224	0101	--	_____
	TASK DESCRIPTION: _____							

MESSAGE: NO MORE DATA TO SCROLL IN BACKWARD DIRECTION

DATE SCHEDULE AND W/O STATUS UPDATE SEARCH BY -----
 COMMAND INPUT ==> _____ WORK ORDER NUMBER SEARCH MODE

FACILITY: PABT W/O: 0130032 TASK: _____ SCHEDULE DATE: _____ TO: _____

	W/O /TASK	SCHEDULE DATE	PM/PROJECT NUMBER	SHIFT	ORG. UNIT	SEC/ SUB	ACTION/ REASON	HIGHER PRI. W/O / TASK
1.	0130032 1	10/29/2011	_____	B	224	0101	---	_____
	TASK DESCRIPTION: _____							
2.	0130032 1	10/31/2011	_____	A	224	0101	---	_____
	TASK DESCRIPTION: _____							
3.	0130032 1	10/31/2011	_____	A	224	0301	---	_____
	TASK DESCRIPTION: _____							
4.	0130032 1	11/01/2011	_____	A	224	0101	---	_____
	TASK DESCRIPTION: _____							
5.	0130032 1	11/01/2011	_____	A	224	0301	---	_____
	TASK DESCRIPTION: _____							
6.	0130032 1	11/02/2011	_____	A	224	0101	---	_____
	TASK DESCRIPTION: _____							
7.	0130032 1	11/02/2011	_____	A	224	0301	---	_____
	TASK DESCRIPTION: _____							
8.	0130032 1	11/02/2011	_____	B	224	0101	---	_____
	TASK DESCRIPTION: _____							

MESSAGE: USE PF8 TO SCROLL FORWARD, PF7 TO SCROLL BACKWARD

COMMAND INPUT ==> _____ DATE SCHEDULE AND W/O STATUS UPDATE SEARCH BY _____
 _____ WORK ORDER NUMBER _____ SEARCH MODE

FACILITY: PABT W/O: 0130032 TASK: _____ SCHEDULE DATE: _____ TO: _____

	W/O /TASK	SCHEDULE DATE	PM/PROJECT NUMBER	SHIFT	ORG. UNIT	SEC/ SUB	ACTION/ REASON	HIGHER PRI. W/O / TASK
1.	0130032 1	11/03/2011	_____	A	224	0101	---	---
	TASK DESCRIPTION: _____							
2.	0130032 1	11/03/2011	_____	A	224	0301	---	---
	TASK DESCRIPTION: _____							
3.	0130032 1	11/03/2011	_____	B	224	0101	---	---
	TASK DESCRIPTION: _____							
4.	0130032 1	11/04/2011	_____	A	224	0101	---	---
	TASK DESCRIPTION: _____							
5.	0130032 1	11/04/2011	_____	A	224	0301	---	---
	TASK DESCRIPTION: _____							
6.	0130032 1	11/04/2011	_____	B	224	0101	I	---
	TASK DESCRIPTION: _____							
7.	0130032 1	11/05/2011	_____	A	224	0101	---	---
	TASK DESCRIPTION: _____							
8.	0130032 1	11/05/2011	_____	B	224	0101	---	---
	TASK DESCRIPTION: _____							

MESSAGE: USE PF8 TO SCROLL FORWARD, PF7 TO SCROLL BACKWARD

DATA SCHEDULE AND W/O STATUS UPDATE SEARCH BY _____
 COMMAND INPUT ==> _____ WORK ORDER NUMBER SEARCH MODE

FACILITY: PABT_ W/O: 0130032 TASK: _____ SCHEDULE DATE: _____ TO: _____

	W/O /TASK	SCHEDULE DATE	PM/PROJECT NUMBER	SHIFT	ORG. UNIT	SEC/ SUB	ACTION/ REASON	HIGHER PRI. W/O / TASK
1.	0130032 1	11/05/2011	_____	B	224	0401	---	_____
	TASK DESCRIPTION: _____							
2.	0130032 1	11/07/2011	_____	B	224	0101	---	_____
	TASK DESCRIPTION: _____							
3.	0130032 1	11/08/2011	_____	B	224	0101	C	_____
	TASK DESCRIPTION: _____							
4.	TASK DESCRIPTION: _____							
5.	TASK DESCRIPTION: _____							
6.	TASK DESCRIPTION: _____							
7.	TASK DESCRIPTION: _____							
8.	TASK DESCRIPTION: _____							

MESSAGE: NO MORE DATA TO SCROLL IN FORWARD DIRECTION

4

----- DETAIL DAILY SCHEDULE / LABOR ASSIGNMENT -----

COMMAND INPUT ==> DISPLAY MODE
 SCHED. DATE: 10/24/2011 SHIFT: A FACILITY : PABT
 ORG. UNIT : 224 SEC/SUB: 0101 SCHEDULING SUPERVISOR: SCANIO
 CLASS CODES: 2005 2163
 AVAIL. HRS.:
 ASSIGN. HRS: 8.0 32.0
 COMMENTS :

ACT	PR	W/O	TASK	TYPE	PM/PROJ	TASK DESCRIPTION	STATUS	TOTAL EST HRS	TOTAL ACT HRS
=>	99	0129562	1	CO		TO RELAMP & REBALLAST CLOSED		240.0	
		EMP NUMBER		EMPLOYEE NAME (L,F,MI)	L	<----- VEHICLES ----->			
		0000041211		YEE HENRY	Y				
		0000044745		SALDANA ANGEL					
=>	99	0130032	1	CO		TO RELAMP & REBALLAST CLOSED		160.0	269.0
=>									

MESSAGE: YOU MAY ENTER PF4, PF7, PF8, 'TOP', 'BOTTOM', 'CANCEL'.

----- DETAIL DAILY SCHEDULE / LABOR ASSIGNMENT -----

COMMAND INPUT ==> DISPLAY MODE
 SCHED. DATE: 10/25/2011 SHIFT: A FACILITY : PABT
 ORG. UNIT : 224 SEC/SUB: 0101 SCHEDULING SUPERVISOR: SCANIO
 CLASS CODES: 2005 2163
 AVAIL. HRS.:
 ASSIGN. HRS: 8.0 32.0
 COMMENTS :

ACT	PR	W/O	TASK TYPE	PM/PROJ	TASK DESCRIPTION	TASK STATUS	TOTAL EST HRS	TOTAL ACT HRS
=>	99	0129562	1	CO	TO RELAMP & REBALLAST	CLOSED	240.0	
		EMP NUMBER		EMPLOYEE NAME (L,F,MI)	L	<----- VEHICLES ----->		
=>	99	0130032	1	CO	TO RELAMP & REBALLAST	CLOSED	160.0	269.0
		0000041211		YEE	HENRY	Y		
		0000044745		SALDANA	ANGEL			

MESSAGE: YOU MAY ENTER PF4, PF7, PF8, 'TOP', 'BOTTOM', 'CANCEL'.

----- DETAIL DAILY SCHEDULE / LABOR ASSIGNMENT -----

COMMAND INPUT ==> DISPLAY MODE
 SCHED. DATE: 10/26/2011 SHIFT: A FACILITY : PABT
 ORG. UNIT : 224 SEC/SUB: 0101 SCHEDULING SUPERVISOR: SCANIO
 CLASS CODES: 2005 2163
 AVAIL. HRS.:
 ASSIGN. HRS: 8.0 32.0
 COMMENTS :

ACT	PR	W/O	/TASK	TYPE	PM/PROJ	TASK DESCRIPTION	TASK STATUS	TOTAL EST HRS	TOTAL ACT HRS
=>	99	0129562	1	CO		TO RELAMP & REBALLAST	CLOSED	240.0	
		EMP NUMBER		EMPLOYEE NAME (L,F,MI)		L	<----- VEHICLES ----->		
=>	99	0130032	1	CO		TO RELAMP & REBALLAST	CLOSED	160.0	269.0
		0000041211		YEE		HENRY	Y		
		0000044745		SALDANA		ANGEL			
=>									

MESSAGE: YOU MAY ENTER PF4, PF7, PF8, 'TOP', 'BOTTOM', 'CANCEL'.

----- DETAIL DAILY SCHEDULE / LABOR ASSIGNMENT

COMMAND INPUT ==> DISPLAY MODE
 SCHED. DATE: 10/27/2011 SHIFT: A FACILITY : PABT
 ORG. UNIT : 224 SEC/SUB: 0101 SCHEDULING SUPERVISOR: SCANIO
 CLASS CODES: 2005 2163
 AVAIL. HRS.:
 ASSIGN. HRS: 8.0 32.0
 COMMENTS :

ACT PR	W/O	TASK TYPE	PM/PROJ	TASK DESCRIPTION	STATUS	TOTAL EST HRS	TOTAL ACT HRS
=>	99	0129562	1 CO	TO RELAMP & REBALLAST	CLOSED	240.0	
	EMP NUMBER	EMPLOYEE NAME (L,F,MI)		L	<----- VEHICLES ----->		
=>	99	0130032	1 CO	TO RELAMP & REBALLAST	CLOSED	160.0	269.0
	0000041211	YEE	HENRY	Y			
	0000044745	SALDANA	ANGEL				
=>							

MESSAGE: YOU MAY ENTER PF4, PF7, PF8, 'TOP', 'BOTTOM', 'CANCEL'.

----- DETAIL DAILY SCHEDULE / LABOR ASSIGNMENT -----

COMMAND INPUT ==> DISPLAY MODE
 SCHED. DATE: 10/28/2011 SHIFT: A FACILITY : PABT
 ORG. UNIT : 224 SEC/SUB: 0101 SCHEDULING SUPERVISOR: SCANIO
 CLASS CODES: 2005 2163
 AVAIL. HRS.: _____
 ASSIGN. HRS: 8.0 32.0 _____
 COMMENTS :

ACT	PR	W/O	TASK	TYPE	PM/PROJ	TASK DESCRIPTION	STATUS	TOTAL EST HRS	TOTAL ACT HRS
=>	99	0129562	1	CO		TO RELAMP & REBALLAST CLOSED		240.0	
		EMP NUMBER		EMPLOYEE NAME (L,F,MI)		L	<----- VEHICLES ----->		
=>	99	0130032	1	CO		TO RELAMP & REBALLAST CLOSED		160.0	269.0
		0000041211		YEE		HENRY	Y		
		0000044745		SALDANA		ANGEL			

MESSAGE: YOU MAY ENTER PF4, PF7, PF8, 'TOP', 'BOTTOM', 'CANCEL'.

5

----- DETAIL DAILY SCHEDULE / LABOR ASSIGNMENT

DISPLAY MODE

COMMAND INPUT ==>

SCHED. DATE: 10/31/2011 SHIFT: A FACILITY : PABT
 ORG. UNIT : 224 SEC/SUB: 0101 SCHEDULING SUPERVISOR: SCANIO
 CLASS CODES: 2163
 AVAIL. HRS.:
 ASSIGN. HRS: 16.0
 COMMENTS :

ACT PR	W/O	/TASK	TYPE	PM/PROJ	TASK DESCRIPTION	STATUS	TOTAL EST HRS	TOTAL ACT HRS
=>	99	0130032	1	CO	TO RELAMP & REBALLAST	CLOSED	160.0	269.0
	EMP NUMBER	EMPLOYEE NAME (L, F, MI)		L	VEHICLES			
	0000041211	YEE	HENRY	Y				
	0000044745	SALDANA	ANGEL					
=>								
=>								

MESSAGE: YOU MAY ENTER PF4, PF7, PF8, 'TOP', 'BOTTOM', 'CANCEL'.

----- DETAIL DAILY SCHEDULE / LABOR ASSIGNMENT -----

COMMAND INPUT ==> DISPLAY MODE
 SCHED. DATE: 10/31/2011 SHIFT: A FACILITY : PABT
 ORG. UNIT : 224 SEC/SUB: 0301 SCHEDULING SUPERVISOR: SCANIO
 CLASS CODES: 2130 2002 2109 2115 2119 2128 2163 2402
 AVAIL. HRS.: _____
 ASSIGN. HRS: 8.0 16.0 8.0 _____ 16.0 _____
 COMMENTS : TULIER; IOD.

ACT PR	W/O	TASK TYPE	PM/PROJ	TASK DESCRIPTION	STATUS	TOTAL EST HRS	TOTAL ACT HRS
=>	99	0130032	1 CO	TO RELAMP & REBALLAST	CLOSED	160.0	269.0
	EMP NUMBER	EMPLOYEE NAME (L, F, MI)	L	<----- VEHICLES ----->			
	0000028685	MORALES	MANNY	M			
=>	81	0130034	1 CO	SECURE LOOSE STAINLES	CLOSED	120.0	75.0
	0000025935	ROMANO	STEVEN	A			
	0000028685	MORALES	MANNY	M			
=>	72	0123015	1 PM 224 7111	QT-TEST FIRE ALARM SY	CLOSED	40.0	27.0

MESSAGE: YOU MAY ENTER PF4, PF7, PF8, 'TOP', 'BOTTOM', 'CANCEL'.

----- DETAIL DAILY SCHEDULE / LABOR ASSIGNMENT -----

COMMAND INPUT ==> DISPLAY MODE
 SCHED. DATE: 11/01/2011 SHIFT: A FACILITY : PABT
 ORG. UNIT : 224 SEC/SUB: 0301 SCHEDULING SUPERVISOR: SCANIO
 CLASS CODES: 2163 2002 2109
 AVAIL. HRS.:
 ASSIGN. HRS: 16.0 16.0 8.0
 COMMENTS :

ACT PR	W/O	TASK TYPE	PM/PROJ	TASK DESCRIPTION	TASK STATUS	TOTAL EST HRS	TOTAL ACT HRS
=>	99	0130032	1 CO	TO RELAMP & REBALLAST	CLOSED	160.0	269.0
	EMP NUMBER	EMPLOYEE NAME (L, F, MI)		L	<----- VEHICLES ----->		
	0000028685	MORALES	MANNY	M			
=>	81	0130034	1 CO	SECURE LOOSE STAINLES	CLOSED	120.0	75.0
	0000025935	ROMANO	STEVEN	A			
=>							

MESSAGE: YOU MAY ENTER PF4, PF7, PF8, 'TOP', 'BOTTOM', 'CANCEL'.

----- DETAIL DAILY SCHEDULE / LABOR ASSIGNMENT -----

COMMAND INPUT ==> DISPLAY MODE
 SCHED. DATE: 11/02/2011 SHIFT: A FACILITY : PABT
 ORG. UNIT : 224 SEC/SUB: 0101 SCHEDULING SUPERVISOR: SCANIO
 CLASS CODES: 2163
 AVAIL. HRS.:
 ASSIGN. HRS: 16.0
 COMMENTS :

ACT	PR	W/O	TASK	TYPE	PM/PROJ	TASK DESCRIPTION	TASK	TOTAL	TOTAL
							STATUS	EST HRS	ACT HRS
=>	99	0130032	1	CO		TO RELAMP & REBALLAST	CLOSED	160.0	269.0
	EMP NUMBER	EMPLOYEE NAME (L,F,MI)		L	VEHICLES				
	0000041211	YEE	HENRY		Y				
	0000044745	SALDANA	ANGEL						
=>	-----								
=>	-----								

MESSAGE: YOU MAY ENTER PF4, PF7, PF8, 'TOP', 'BOTTOM', 'CANCEL'.

----- DETAIL DAILY SCHEDULE / LABOR ASSIGNMENT -----

COMMAND INPUT ==> DISPLAY MODE
 SCHED. DATE: 11/02/2011 SHIFT: A FACILITY : PABT
 ORG. UNIT : 224 SEC/SUB: 0301 SCHEDULING SUPERVISOR: SCANIO
 CLASS CODES: 2163 2002 2109
 AVAIL. HRS.:
 ASSIGN. HRS: 16.0 16.0 8.0
 COMMENTS :

ACT	PR	W/O	/TASK	TYPE	PM/PROJ	TASK DESCRIPTION	TASK STATUS	TOTAL EST HRS	TOTAL ACT HRS
=>	99	0130032	1	CO		TO RELAMP & REBALLAST	CLOSED	160.0	269.0
		EMP NUMBER		EMPLOYEE NAME (L,F,MI)	L	<----- VEHICLES ----->			
		0000028685		MORALES MANNY	M				
=>	81	0130034	1	CO		SECURE LOOSE STAINLES	CLOSED	120.0	75.0
		0000025935		ROMANO STEVEN	A				
=>									

MESSAGE: YOU MAY ENTER PF4, PF7, PF8, 'TOP', 'BOTTOM', 'CANCEL'.

----- DETAIL DAILY SCHEDULE / LABOR ASSIGNMENT -----

COMMAND INPUT ==> _____ DISPLAY MODE
 SCHED. DATE: 11/03/2011 SHIFT: A FACILITY : PABT
 ORG. UNIT : 224 SEC/SUB: 0101 SCHEDULING SUPERVISOR: SCANIO _____
 CLASS CODES: 2163 _____
 AVAIL. HRS.: _____
 ASSIGN. HRS: 16.0 _____
 COMMENTS :

ACT	PR	W/O	TASK	TYPE	PM/PROJ	TASK DESCRIPTION	STATUS	TOTAL EST HRS	TOTAL ACT HRS
=>	99	0130032	1	CO		TO RELAMP & REBALLAST	CLOSED	160.0	269.0
		EMP NUMBER		EMPLOYEE NAME (L, F, MI)	L	<----- VEHICLES ----->			
		0000041211		YEE HENRY	Y				
		0000044745		SALDANA ANGEL					
=>									
=>									

MESSAGE: YOU MAY ENTER PF4, PF7, PF8, 'TOP', 'BOTTOM', 'CANCEL'.

----- DETAIL DAILY SCHEDULE / LABOR ASSIGNMENT -----

COMMAND INPUT ==> DISPLAY MODE
 SCHED. DATE: 11/03/2011 SHIFT: A FACILITY : PABT
 ORG. UNIT : 224 SEC/SUB: 0301 SCHEDULING SUPERVISOR: SCANIO
 CLASS CODES: 2163 2002 2109
 AVAIL. HRS.:
 ASSIGN. HRS: 16.0 16.0 8.0
 COMMENTS :

ACT PR	W/O	TASK TYPE	PM/PROJ	TASK DESCRIPTION	TASK STATUS	TOTAL EST HRS	TOTAL ACT HRS
=>	99	0130032	1 CO	TO RELAMP & REBALLAST	CLOSED	160.0	269.0
		EMP NUMBER	EMPLOYEE NAME (L, F, MI)	L	<----- VEHICLES ----->		
		0000028685	MORALES MANNY	M			
=>	81	0130034	1 CO	SECURE LOOSE STAINLES	CLOSED	120.0	75.0
		0000025935	ROMANO STEVEN	A			
=>							

MESSAGE: YOU MAY ENTER PF4, PF7, PF8, 'TOP', 'BOTTOM', 'CANCEL'.

----- DETAIL DAILY SCHEDULE / LABOR ASSIGNMENT -----

COMMAND INPUT ==> DISPLAY MODE
 SCHED. DATE: 11/04/2011 SHIFT: A FACILITY : PABT
 ORG. UNIT : 224 SEC/SUB: 0101 SCHEDULING SUPERVISOR: SCANIO
 CLASS CODES: 2163
 AVAIL. HRS.: _____
 ASSIGN. HRS: 16.0 _____
 COMMENTS :

ACT PR	W/O	TASK TYPE	PM/PROJ	TASK DESCRIPTION	TASK STATUS	TOTAL EST HRS	TOTAL ACT HRS
=>	99	0130032	1 CO	TO RELAMP & REBALLAST	CLOSED	160.0	269.0
	EMP NUMBER	EMPLOYEE NAME (L, F, MI)		L	<----- VEHICLES ----->		
	0000041211	YEE	HENRY	Y			
	0000044745	SALDANA	ANGEL				
=>							
=>							

MESSAGE: YOU MAY ENTER PF4, PF7, PF8, 'TOP', 'BOTTOM', 'CANCEL'.

----- DETAIL DAILY SCHEDULE / LABOR ASSIGNMENT -----

COMMAND INPUT ==> DISPLAY MODE
 SCHED. DATE: 11/04/2011 SHIFT: A FACILITY : PABT
 ORG. UNIT : 224 SEC/SUB: 0301 SCHEDULING SUPERVISOR: SCANIO
 CLASS CODES: 2163 2002 2109
 AVAIL. HRS.:
 ASSIGN. HRS: 16.0 16.0 8.0
 COMMENTS :

ACT PR	W/O	TASK TYPE	PM/PROJ	TASK DESCRIPTION	STATUS	TOTAL EST HRS	TOTAL ACT HRS
=>	99	0130032	1 CO	TO RELAMP & REBALLAST	CLOSED	160.0	269.0
		EMP NUMBER	EMPLOYEE NAME (L, F, MI)	L	<----- VEHICLES ----->		
		0000028685	MORALES MANNY	M			
=>	99	0130324	1 EM	MAKE EMERGENCY REPAIR	CLOSED		24.0
=>	81	0130034	1 CO	SECURE LOOSE STAINLES	CLOSED	120.0	75.0
		0000025935	ROMANO STEVEN	A			

MESSAGE: YOU MAY ENTER PF4, PF7, PF8, 'TOP', 'BOTTOM', 'CANCEL'.

----- DETAIL DAILY SCHEDULE / LABOR ASSIGNMENT -----

COMMAND INPUT ==> _____ DISPLAY MODE
 SCHED. DATE: 11/05/2011 SHIFT: A FACILITY : PABT
 ORG. UNIT : 224 SEC/SUB: 0101 SCHEDULING SUPERVISOR: MCCUE
 CLASS CODES: 2163
 AVAIL. HRS.: _____
 ASSIGN. HRS: 16.0
 COMMENTS : OVERTIME

ACT	PR	W/O	TASK	TYPE	PM/PROJ	TASK DESCRIPTION	TASK	TOTAL	TOTAL
PR	W/O	TASK	TYPE	PM/PROJ	TASK DESCRIPTION	STATUS	EST HRS	ACT HRS	
=>	99	0130032	1	CO	TO RELAMP & REBALLAST	CLOSED	160.0	269.0	
	EMP NUMBER	EMPLOYEE NAME (L, F, MI)	L	<-----	VEHICLES	----->			
	0000028542	WHITE LARRY							
	0000044745	SALDANA ANGEL							
=>									
=>									

MESSAGE: YOU MAY ENTER PF4, PF7, PF8, 'TOP', 'BOTTOM', 'CANCEL'.

----- DETAIL DAILY SCHEDULE / LABOR ASSIGNMENT -----

COMMAND INPUT ==>>> DISPLAY MODE
 SCHED. DATE: 11/12/2011 SHIFT: A FACILITY : PABT
 ORG. UNIT : 224 SEC/SUB: 0101 SCHEDULING SUPERVISOR: MCCUE
 CLASS CODES: 2163
 AVAIL. HRS.:
 ASSIGN. HRS: 16.0
 COMMENTS : OVERTIME

ACT	PR	W/O	/TASK	TYPE	PM/PROJ	TASK DESCRIPTION	TASK STATUS	TOTAL EST HRS	TOTAL ACT HRS
=>	99	0130327	1	CO		TO RELAMP & REBALLAST	CLOSED	160.0	185.0
		EMP NUMBER		EMPLOYEE NAME (L, F, MI)		L	<----- VEHICLES ----->		
		0000028542		WHITE		LARRY			
		0000041211		YEE		HENRY	Y		
=>									
=>									

MESSAGE: YOU MAY ENTER PF4, PF7, PF8, 'TOP', 'BOTTOM', 'CANCEL'.



THE PORT AUTHORITY OF NY & NJ

August 18, 2006

Engineering Department

VIA FACSIMILE AND DHL NEXT DAY DELIVERY

VRH Construction Corp.
320 Grand Avenue
Englewood, NJ 07631

SUBJECT: PORT AUTHORITY BUS TERMINAL – CONSTRUCTION PROGRAM
CONTRACT BT-200.200 **PURCHASE ORDER UBT200200**

Gentlemen:

The Port Authority of New York and New Jersey hereby accepts your proposal on the above Contract.

The Port Authority elects to require you to furnish a performance and payment bond in accordance with the terms of the Contract. A copy of the required bond form is enclosed, which should be executed by you and your surety and returned to Terry Flores of the Port Authority of New York and New Jersey, 1 Madison Avenue, 7th Floor, New York, NY 10010 along **with a copy of the invoice from the bonding company and bond broker if applicable, for the premium for said bond.**

Please note that under the Contract clause entitled “Performance and Payment Bond”, you are required to return the executed bond within seven days.

Your attention is directed to the clause of the Contract entitled “Time for Completion and Damages for Delay” and to the fact that before you may commence performance of the work you must furnish whichever of the documents mentioned in that clause are applicable.

Forwarded herewith for your use and compliance are “General Instructions Relating to the Direction and Processing of Correspondence and of Those Other Items Specified to be Submitted to the Port Authority Under the Terms of the Contract”.

In order to ensure that payments are processed properly, please include the above-referenced Purchase Order No. on all payment invoices and correspondence.

Very truly yours,

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

Approved as to form: **F. F.**

Darrell Buchbinder
General Counsel

BY Peter J Ziff
Chief Engineer

By Robert P. Lamm
Attorney

Date 7/31/06
Two Gateway Center
Newark, New Jersey 07102

Trim
10-17-06
F-41630

V.R.H. CONSTRUCTION CORP.



THE PORT AUTHORITY OF NY & NJ

T06994907
PA

FF
JMcv

PORT AUTHORITY BUS TERMINAL

CONSTRUCTION PROGRAM

CONTRACT BT-200.200

JUNE 2006

This proposal is not complete unless bidder's
Signature appears on page 23



THE PORT AUTHORITY OF NY & NJ

COMMISSIONERS

Anthony R. Coscia, Chairman
Bruce A. Blakeman
Michael J. Chasanoff
Christine A. Ferer
Angelo J. Genova
David S. Mack

Charles A. Gargano, Vice-Chairman
Raymond M. Pocino
Anthony J. Sartor
Henry R. Silverman
Jack G. Sinagra
David S. Steiner

EXECUTIVE STAFF

Kenneth J. Ringler, Jr., Executive Director
James P. Fox, Deputy Executive Director
Edmond F. Schorno, Chief of Staff
Darrell Buchbinder, General Counsel
Ernesto L. Butcher, Chief Operating Officer
Louis J. LaCapra, Chief Administrative Officer
Francis J. Lombardi, Chief Engineer
A. Paul Blanco, Chief Financial Officer
Gregory G. Burnham, Chief Technology Officer
Michael B. Francois, Chief, Real Estate, Regional & Economic Development,
and WTC Redevelopment
Kayla M. Bergeron, Chief, Public and Government Affairs
Robert E. VanEtten, Inspector General
Anne Marie Mulligan, Treasurer
Karen E. Eastman, Secretary

Victoria Cross Kelly, Director,
Tunnels, Bridges & Terminals Department

William R. DeCota, Director,
Aviation Department

Michael P. DePallo, Director/General Manager,
Port Authority Trans-Hudson Corporation

Richard M. Larrabee, Director,
Port Commerce Department

Wilfred Chabrier, Director,
Office of Regional and Economic Development

TABLE OF CONTENTS

ADVERTISEMENT	A
INFORMATION FOR BIDDERS	1
1. FORM AND SUBMISSION OF PROPOSALS.....	1
2. PREREQUISITE	1
3. PAPERS ACCOMPANYING PROPOSALS.....	2
4. QUALIFICATION INFORMATION.....	4
5. ACCEPTANCE OR REJECTION OF PROPOSAL	7
6. RETURN OF CERTIFIED CHECKS	7
7. DISPOSAL OF CONTRACT DOCUMENTS.....	7
8. MINORITY AND WOMEN'S BUSINESS ENTERPRISES PROGRAM (MBE/WBE).....	7
9. INSPECTION OF SITE.....	13
10. QUESTIONS BY BIDDERS.....	13
11. PORT AUTHORITY SECURITY REQUIREMENTS.....	13
12. PREVAILING RATE OF WAGE CERTIFICATION	14
13. CERTIFICATION OF NO INVESTIGATION (CRIMINAL OR CIVIL ANTI-TRUST), INDICTMENT, CONVICTION, SUSPENSION, DEBARMENT, DISQUALIFICATION, PREQUALIFICATION DENIAL OR TERMINATION, ETC; DISCLOSURE OF OTHER REQUIRED INFORMATION	15
14. NON-COLLUSIVE BIDDING AND CODE OF ETHICS CERTIFICATION; CERTIFICATION OF NO SOLICITATION BASED ON COMMISSION, PERCENTAGE, BROKERAGE, CONTINGENT FEE OR OTHER FEE.....	18
15. BIDDER ELIGIBILITY FOR AWARD OF CONTRACTS - DETERMINATIONS BY AN AGENCY OF THE STATE OF NEW YORK OR NEW JERSEY CONCERNING ELIGIBILITY TO RECEIVE PUBLIC CONTRACTS	19
16. CONSTRUCTION SKILLS 2000 - APPRENTICESHIP PROGRAM.....	20
17. CERTIFICATION OF PARTICIPATION IN A STATE-REGISTERED APPRENTICESHIP PROGRAM.....	20
PROPOSAL	22
ACKNOWLEDGMENT	24
STATEMENT ACCOMPANYING PROPOSAL	25
BID BOND	26
ACKNOWLEDGMENT	28
FORM OF CONTRACT	29

CHAPTER 1 - GENERAL PROVISIONS

18. DEFINITIONS29
19. GENERAL AGREEMENT31
20. WORK ORDERS32
21. AUTHORITY ACCESS TO RECORDS33
22. AGENCY FOR RENTAL OF CONSTRUCTION EQUIPMENT33
23. EXEMPTION FROM NEW YORK STATE AND NEW YORK CITY SALES TAXES35
24. PERFORMANCE AND PAYMENT BOND37

CHAPTER II - COMPENSATION AND PAYMENTS

25. CONTRACTOR'S COMPENSATION39
26. SOLICITATION40
27. ADMINISTRATIVE AND GENERAL CONDITIONS EXPENSES40
28. NET COST41
29. APPROVALS OF SUBCONTRACTS, PURCHASES, RENTAL AND SALES44
30. COMPUTATION OF RENTAL FOR CONSTRUCTION EQUIPMENT46
31. COMPENSATION FOR SUBCONTRACTED EXTRA WORK47
32. COMPENSATION FOR SUBCONTRACTED PREMIUM TIME49
33. SEMI-MONTHLY ADVANCES49
34. FINAL PAYMENT51
35. WITHHOLDING OF PAYMENTS52

CHAPTER III - PROVISIONS RELATING TO TIME

36. TIME FOR COMPLETION AND DAMAGES FOR DELAY53
37. TERM OF CONTRACT53
38. EXTENSIONS OF TIME54
39. DELAYS TO CONTRACTOR54
40. CANCELLATION FOR DELAY55

CHAPTER IV - CONDUCT OF CONTRACT

41. AUTHORITY OF CHIEF ENGINEER56
42. AUTHORITY AND DUTIES OF ENGINEER57
43. NOTICE REQUIREMENTS57
44. EQUAL EMPLOYMENT OPPORTUNITY58
45. AFFIRMATIVE ACTION REQUIREMENTS - EQUAL EMPLOYMENT OPPORTUNITY60
46. PREVAILING RATE OF WAGE66
47. TITLE TO MATERIALS68

48. ASSIGNMENTS AND SUBCONTRACTS	68
49. CLAIMS OF THIRD PERSONS	69
50. CERTIFICATES OF PARTIAL COMPLETION	69
51. CERTIFICATE OF FINAL COMPLETION.....	69
52. NO GIFTS, GRATUITIES, OFFERS OF EMPLOYMENT, ETC.	70
CHAPTER V - WARRANTIES MADE AND LIABILITY ASSUMED BY THE CONTRACTOR	
53. CONTRACTOR'S WARRANTIES	71
54. RISKS ASSUMED BY THE CONTRACTOR.....	72
55. NO THIRD PARTY RIGHTS	73
56. INSURANCE PROCURED BY THE AUTHORITY	73
57. INSURANCE PROCURED BY CONTRACTOR.....	76
CHAPTER VI - RIGHTS AND REMEDIES	
58. RIGHTS AND REMEDIES OF AUTHORITY	78
59. RIGHTS AND REMEDIES OF CONTRACTOR	79
60. PERFORMANCE OF WORK AS AGENT FOR CONTRACTOR.....	79
61. NO ESTOPPEL OR WAIVER.....	79
CHAPTER VII - MISCELLANEOUS	
62. SUBMISSION TO JURISDICTION	80
63. PROVISIONS OF LAW DEEMED INSERTED	80
64. INVALID CLAUSES	80
65. NON-LIABILITY OF THE AUTHORITY REPRESENTATIVES	80
66. SERVICE OF NOTICES ON THE CONTRACTOR	80
67. MODIFICATION OF CONTRACT.....	81
68. PUBLIC RELEASE OF INFORMATION.....	81
PERFORMANCE AND PAYMENT BOND	82
ACKNOWLEDGMENT	85
SPECIFICATIONS.....	86
DIVISION 1 - GENERAL PROVISIONS	
69. CONSTRUCTION REQUIRED BY THE SPECIFICATIONS.....	86
70. AVAILABLE PROPERTY	86
71. OPERATIONS OF OTHERS	86
72. LABOR ACTIONS.....	87
73. CONTRACTOR'S MEETINGS	87
74. CONTRACT DRAWINGS	87

75. SPECIFICATIONS.....	87
76. SHOP DRAWINGS, CATALOG CUTS AND SAMPLES	87
77. SUBSTITUTION.....	89
78. WORKMANSHIP AND MATERIALS.....	89
79. INSPECTIONS AND REJECTIONS.....	91
80. MANUFACTURERS' CERTIFICATION	92
81. NO RELEASE OF CONTRACTOR.....	92
82. ERRORS AND DISCREPANCIES	92
83. ACCIDENTS AND FIRST AID PROVISIONS	92
84. SAFETY PROVISIONS.....	93
85. DAILY PROGRESS, EQUIPMENT AND LABOR REPORTS	94
86. LAWS AND ORDINANCES.....	94
87. IDENTIFICATION	95
88. SIGNS.....	95
89. CONTRACTOR'S FIELD OFFICE AND REPRESENTATIVE.....	95
90. SURVEYS.....	95
91. TEMPORARY STRUCTURES	96
92. PERMIT AND REQUIREMENTS FOR WELDING	96
93. FINAL INSPECTION	96
94. WARRANTIES	97
95. TEMPORARY UTILITY SERVICES	97
96. TEMPORARY SANITARY FACILITIES	97
97. PROGRESS SCHEDULE	98

PREVAILING RATE SCHEDULE

M/WBE DIRECTORY

SCHEDULE A

SCHEDULE B

SCHEDULE C

SCHEDULE D

ADVERTISEMENT

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

Sealed proposals for the following contract will be received by The Port Authority of New York and New Jersey in the office of the Director of Procurement, Attn: Bid Custodian, One Madison Avenue, 7th Floor, New York, NY 10010, until 2:30 P.M. on the date indicated and will then be publicly opened and read in the Bid Room.

Contract documents may be seen at the Contract Desk on the 3rd Floor, 3 Gateway Center, Newark, NJ and may be obtained upon receipt of a non-refundable payment of \$100.00 per set. Only company checks or money orders payable to the order of The Port Authority of New York and New Jersey will be accepted. If checks or money orders for documents are mailed, they should be addressed to The Port Authority of New York and New Jersey, Contract Desk, 3rd Floor, 3 Gateway Center, Newark, NJ 07102. For availability of contract documents, call (973) 792-3935. Questions by prospective bidders concerning the contract should be directed only to the person whose name and phone number is listed.

A VALID PHOTO ID IS REQUIRED TO GAIN ACCESS INTO EITHER BUILDING.

BT-200.200 – Port Authority Bus Terminal – Construction Program. Estimated Range:\$50-\$60M.Bids Due: Thursday, June 15, 2006. The work under this contract consists generally of performing construction management work and to performing general conditions construction work at the Port Authority Bus Terminal, all as directed by the Engineer and in accordance with Work Order(s) issued by the Engineer.

This contract is to provide procurement, administration and coordination of subcontracts for the execution of the Port Authority Bus Terminal Construction Program. A diverse range of projects requiring Construction Management (CM) oversight and execution may include, but not be limited to Civil, Electrical, Electronic, Environmental, Mechanical, Plumbing and Structural construction to maintain, operate and improve the Port Authority Bus Terminal. The CM firm will be involved in a broad range of activities during the design and construction phases of the construction program. These include but are not limited to constructability/design review, cost estimating, scheduling, subcontractor bidding, construction management and incidental general conditions type work, all upon Notification, as directed by the Engineer and in accordance with Work Order(s) issued by the Engineer. For questions, call John McVetty at (973) 792-3916.

New York, Monday, May 29, 2006

INFORMATION FOR BIDDERS

1. FORM AND SUBMISSION OF PROPOSALS

The Port Authority of New York and New Jersey, hereinafter called "the Authority", invites Proposals in the annexed form. Proposals and Qualification Information will be received until 2:30 P.M. on Thursday, June 15, 2006 in the office of the Director of Procurement, Attn: Bid Custodian, One Madison Avenue, 7th Floor, New York, NY 10010.

Proposals from bidders deemed qualified by the Chief Engineer will be opened and publicly read on Wednesday, June 21, 2006 in the Bid Room 2006 in the office of the Director of Procurement, One Madison Avenue, 7th Floor, New York, NY 10010.

Each Proposal must be contained in the envelope furnished by the Authority, which shall be sealed and conspicuously endorsed with the bidder's name and the number of this Contract in the space provided. This Contract booklet shall not be unstapled or taken apart.

The Proposal must be submitted upon the blank form bound herewith and must give all information required.¹ The Proposal must be signed and the acknowledgment taken on the appropriate form following the Proposal.

No effort is made to emphasize any particular provision of the Contract, but bidders must familiarize themselves with every provision and its effect.

2. PREREQUISITE

The bidder shall submit the information required in clause 4.A. of the clause of the Information for Bidders entitled "Qualification Information" in a separate envelope labeled "Contract BT-200.200 Qualification Information" with his Proposal.

A Proposal submitted by a bidder who does not meet the Qualification Information requirements will be considered non-responsive and will not be eligible for acceptance.

Joint Ventures will not be permitted.

¹ While two or more copies of this booklet may be furnished to each prospective bidder, only one should be submitted. The extra copies are for the bidders use.

3. PAPERS ACCOMPANYING PROPOSALS

Each Proposal must be accompanied by the following papers, which, unless otherwise indicated, should be enclosed with the Proposal:

- A. If the bidder be a corporation, a statement of the names and residences of its officers, which should be included on the page following the Proposal.

If the bidder be a partnership, a statement of the names and residences of its members, indicating which are general and which are special partners, which should be included on the page following the Proposal.

If the bidder be an individual, a statement of his residence, which should be included on the page following the Proposal.

- B. Either the Bid Bond bound herewith, duly executed by the bidder as principal and by one or more surety companies duly authorized to carry on the business of suretyship in the state(s) in which the construction site is located, whose names appear on the current list of the Treasury Department of the United States as acceptable as sureties upon federal contracts; or, in lieu of a Bid Bond,

A certified check, payable to the order of The Port Authority of New York and New Jersey, in the same amount appearing in the Bid Bond form, which check shall be separately delivered, prior to the time for the bid opening, to the Treasurer of the Authority, 225 Park Avenue South, 12th Floor, New York, New York 10003. The Treasurer's Office is open from 8:00 A.M. to 4:00 P.M., Monday thru Friday. The bidder will be given proper receipt for his check.

C.

- 1.) Certified financial statements, including applicable notes, reflecting the bidder's assets, liabilities, net worth, revenues, expenses, profit or loss and cash flow for the most recent calendar year or the bidder's most recent fiscal year.
- 2.) Where such certified financial statements are not available, then either reviewed or compiled statements from an independent accountant setting forth the information described in Paragraph 1, above.
- 3.) Where neither certified financial statements nor financial statements from an independent accountant are available, then financial statements containing the information described in Paragraph 1, above, prepared directly by the bidder. However, such financial statements must be accompanied by a signed copy of the bidder's most recent Federal income tax return and a statement in writing, signed by a duly authorized representative of the bidder, that such statements accurately reflect the current financial condition of the bidder.

Where statements submitted pursuant to either Paragraph 1 or 2, above, show the position of the bidder as of a date more than forty-five (45) days prior to the date on which Proposals are opened, the bidder shall also submit a statement in writing signed by a duly authorized representative of the bidder, that the present financial condition of the bidder is at least as good as that shown on the statements submitted.

- 4.) A statement of work which the bidder has on hand, including any work on which a bid has been submitted, containing a description of the work, the dollar value, the location by city and state, the current percentage of completion and the expected date for completion.
- 5.) Fill in below the name and address of the bidder's chief banking representative handling the bidder's account.

Banking Institution: BANK OF AMERICA
 Address: 208 HARRISTOWN ROAD
GLEN ROCK, NJ 07452
 Bank Representative: RICHARD H. MADY
 Telephone Number: 201-251-5757

- 6.) Fill in below the bidder's Federal Employer Identification Number (i.e., the number assigned to firms by the Federal Government for tax purposes); the bidder's Dun and Bradstreet number, if any; the name of any other credit service to which the bidder has furnished information and the number, if any, assigned by such service to the bidder's account.

2008 JUN 21 PM 2:46
 PROCUREMENT

Federal Employer Identification No.

Dun and Bradstreet No.

Other Credit Service

Account No

- D. The Form of Contract bound herewith, with the bidder's percentage inserted in the clause thereof entitled "Contractor's Compensation". The percentage must be given both in figures and in writing and, in case of discrepancy, the writing shall control. One copy of each addendum, if any, issued during the bidding period shall be initialed and attached to the Proposal, but any Proposal submitted without such addendum initialed and attached will nevertheless be construed as though such addendum had been initialed and attached.

4. QUALIFICATION INFORMATION

A. Each bidder shall submit with his Proposal four (4) copies of the information requested below in a separate envelope titled "Qualification Information". This information shall be presented in an organized fashion in 8½ in. by 11 in. bound volumes. Each copy shall be reproducible. The information shall be categorized and sub-categorized in exact accordance with the following paragraphs. The bound volumes shall include tabs for quick reference to the various sections described below. Qualification information that is not submitted as described above will not be taken into consideration.

1.) General Information

The bidder must provide the following information in the order listed below:

- a. Name and address of the bidder.
- b. Company organizational chart showing division of responsibility and listing titles, duties, job descriptions and resumes for key personnel (management, technical, quality control and safety).
- c. Name, title and telephone number of the person to contact in the event that further information is required by the Authority.
- d. The number of subcontractors it has managed on at least one contract of size and complexity equivalent to this Contract BT-200.200 including
 - i. trades and dollar amounts of each subcontract,
 - ii. number of bids solicited and selection method of such subcontractors,
 - iii. bid evaluation and comparison criteria.
 - iv. Submit the number of subcontracts similar in size and complexity to this Contract BT-200.200 that you have administered over the past five years and describe each subcontract, including name of subcontractor. Provide a copy of your typical inspection/quality control plan for a specific subcontract.

2.) General Qualification Information

- a. Submit a letter from your surety stating that if you are awarded BT-200.200, and if the Authority elects to require a Performance and Payment Bond, the surety will supply the Performance and Payment Bond on the terms required by BT-200.200.

3.) Relevant Prior Experience

The bidder must demonstrate in the order listed below the following experience to the satisfaction of the Chief Engineer: Submit proof of meeting each requirement.

- a. The bidder shall clearly demonstrate its qualifications as construction manager. The Bidder shall submit supporting documentation of three (3) building construction contracts completed to-date (or contracts that will be completed by the end of the year 2006), each in excess of \$8 million (construction in place), in which it performed as a construction manager during the last five (5) years. The work must have been performed in multi story buildings that are now occupied and operating and have public access for office, retail or commercial purposes in a major metropolitan area. At least one of these contracts must be for work in New York City. At least one contract must have been of a complexity similar to that of the subject Contract. The work must have been completed skillfully in a satisfactory manner and on time. Submit project descriptions and contact information for references where appropriate.
- b. The bidder shall demonstrate that it has at least three (3) years experience in performing general contracting work involving buildings as described in 3a above. Submit project descriptions and contact information for references where appropriate.

4.) Personnel

The bidder shall submit in the order listed below:

- a. The name and qualifications of the individual who will function as Project Manager for the duration of the work of the Contract. The bidder's Project Manager must have a minimum of eight (8) years of construction management experience and at least three (3) years of building construction experience on contracts comparable in size, type and complexity to the subject Contract.
 - b. A staff resource utilization plan demonstrating sufficient staff availability to perform this contract including but not limited to Superintendent(s), Quality Control Manager, Project Controls Scheduling Engineer, and Project Site Safety Manager. This includes simultaneous management of construction activities at several sites at occupied/ operational facilities.
- B. At any time after the opening of Proposals, the Chief Engineer may give oral or written notice to one or more bidders to attend a pre-award meeting and to furnish the Authority with information relating to his qualifications to perform the Work, including the following, which information shall be furnished within seven (7) days thereafter:
- 1.) Detailed information relating to work which the bidder has completed for others, including personal and corporate references, sufficient to the Authority to determine the Contractor's responsibility, experience and capacity to perform the Work. If required by the Chief Engineer, the foregoing information shall include information to demonstrate to the satisfaction of the Chief Engineer that the contractor has within the past five years been a contractor on at least one contract of the same general type, extent and complexity as the Contract on which the Proposal has been submitted, and completed the work skillfully, in a satisfactory manner and on time.

- 2.) Information to supplement a) data shown in the financial statements and the statement of work on hand required to be submitted with the Proposal; and b) any statement submitted under the clause hereof entitled "Certification of No Investigation (Criminal or Civil Anti-Trust), Indictment, Conviction, Suspension, Debarment, Disqualification, Prequalification Denial or Termination, etc, Disclosure of Other Required Information", Certification of Participation in a State-Registered Apprenticeship Program or "Non-Collusive Bidding and Code of Ethics Certification; Certification of No Solicitation Based on Commission, Percentage, Brokerage, Contingent Fee or Other Fee".
- 3.) Moreover, in the event that the bidder's performance on a past Port Authority or PATH contract or contracts has been rated less than satisfactory, the Chief Engineer may give oral or written notice to the bidder to furnish information demonstrating to the satisfaction of the Chief Engineer that, notwithstanding such rating, such performance was, in fact, satisfactory, or that the circumstances which gave rise to such unsatisfactory rating have changed or will not apply to performance of the Contract, and that such performance will be satisfactory.
- 4.) If the bidder has performed a contract for the States of New York or New Jersey, or any governmental entity within such States and has filed a questionnaire or other document required to be submitted in order for the bidder to qualify to perform the contract, the bidder may be requested by the Chief Engineer to submit the most recent completed questionnaire or other such document, or if the most recent completed questionnaire or other such document is not available, to submit a written statement indicating the approximate date of the contract and the name of the governmental entity which awarded them the contract.
- 5.) Any additional information relevant to the bidder's Proposal.

In the event that any of the foregoing is requested and is not furnished within seven days thereafter or within such additional time as the Chief Engineer, in his sole discretion, may allow, the Authority may not be in a position to determine whether the bidder is qualified, whether the bidder understands the requirements of the contract or whether the bid is responsive and may, in its sole discretion, reject the bidder's Proposal.

The giving of such notice to the bidder in connection with any of the foregoing lists, statement or information shall not be construed as an acceptance of his Proposal. However, the Authority reserves the right in its sole and absolute discretion, to accept the Proposal of a bidder despite the fact that said bidder has not submitted any information, list or statement required pursuant to this Section within the above-stated time period.

5. ACCEPTANCE OR REJECTION OF PROPOSAL

Within sixty (60) days after the opening of the Proposals, the Authority will accept one of the Proposals, if it accepts any. The acceptance of a Proposal will be only by mailing to or delivering at the office designated in the Proposal a notice in writing specifically indicating acceptance signed by an authorized representative on behalf of the Authority. No other act of the Authority, its Commissioners, officers, agents, or employees shall constitute acceptance of a Proposal. Such notice will state whether or not the Authority elects to require the bidder to furnish a Performance and Payment Bond. Rejection of a Proposal will be only by either (a) a notice in writing specifically stating that the Proposal is rejected, signed by an authorized representative on behalf of the Authority and mailed to or delivered at the office designated in the Proposal or (b) omission of the Authority to accept a Proposal within sixty (60) days after the opening of Proposals; and no other act of the Authority, its Commissioners, officers, agents or employees shall constitute rejection of a Proposal, including any counter offer or other act of the Authority, its Commissioners, officers, agents or employees.

The Authority reserves the unqualified right, in its sole and absolute discretion, to reject all Proposals or to accept that Proposal if any, which in its judgment will under all the circumstances best serve the public interest and to waive defects in any Proposal.

In the event that a successful bidder defaults upon the Contract by failing to furnish a satisfactory Performance and Payment Bond, if required, and the Authority terminates the Contract, the Authority reserves the option to accept the Proposal of any other bidder within sixty (60) days after the opening of Proposals, in which case such acceptance shall have the same effect as to such other bidder as though he were the originally successful bidder.

6. RETURN OF CERTIFIED CHECKS

Within ten (10) days after the opening of the Proposals the Authority will return all certified checks deposited by bidders, except those deposited by three bidders to be selected by the Authority, which will be returned within three days after one Proposal is accepted by the Authority; or if a Performance and Payment Bond is required, within three days after a satisfactory Performance and Payment Bond is furnished to the Authority; or if all Proposals are rejected, not later than three days after such rejection. The return of a bidder's check shall not, however, be deemed to be a rejection of his Proposal.

7. DISPOSAL OF CONTRACT DOCUMENTS

All recipients of Contract documents, including bidders and those who do not bid and their prospective subcontractors and suppliers who may receive all or a part of the Contract documents or copies thereof, shall make every effort to ensure the secure and appropriate disposal of the Contract documents to prevent further disclosure of the information contained in the documents. Secure and appropriate disposal includes methods of document destruction such as shredding or arrangements with refuse handlers that ensure that third persons will not have access to the documents' contents either before, during, or after disposal. Documents may also be returned for disposal purposes to the Contract Desk on the 3rd Floor, 3 Gateway Center, Newark NJ 07102 or the office of the Director of Procurement, One Madison Avenue, 7th Floor, New York NY 10010.

8. MINORITY AND WOMEN'S BUSINESS ENTERPRISES PROGRAM (MBE/WBE).

The Port Authority has a long-standing practice of making its contract opportunities available to as many firms as possible and has taken affirmative steps to encourage Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) to seek business opportunities with it.

"Minority-owned business" or "MBE" means a business entity which is at least 51 percent owned by one or more members of one or more minority groups, or, in the case of a publicly held corporation, at least 51 percent of the stock of which is owned by one or more members of one or more minority groups, and whose management and daily business operations are controlled by one or more such individuals who are citizens or permanent resident aliens.

"Women-owned business" or "WBE" means a business which is at least 51 percent owned by one or more women, or, in the case of a publicly held corporation, 51 percent of the stock of which is owned by one or more women, and whose management and daily business operations are controlled by one or more women who are citizens or permanent resident aliens.

"Minority group" means any of the following racial or ethnic groups:

- A. Black persons having origins in any of the black African racial groups not of Hispanic origin;
- B. Hispanic persons of Puerto Rican, Mexican, Dominican, Cuban, Central, or South American culture or origin, regardless of race;
- C. Asian and Pacific Islander persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands;
- D. Native American or Alaskan native persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

In the event that the Contractor subcontracts any portion of the Work, the Contractor shall use and document every good faith effort to ensure MBE and WBE participation in the Work. Such good faith efforts shall include at least the following:

- A. Attendance at pre-bid meetings, if any, scheduled by the Engineering Department;
- B. Utilization of the Port Authority's Directory of certified MBE/WBEs annexed hereto and/or proposing for certification other MBE/WBEs which appear to meet the Port Authority's criteria for MBE/WBE certification and which are technically competent to perform the Work which the bidder plans to subcontract;
- C. Active and affirmative solicitation of bids for subcontracts from MBE/WBEs;
- D. Advertisement in general circulation media, trade association publications and minority-focused media for a reasonable period before bids or proposals are due;
- E. Dividing the work to be subcontracted into smaller portions or encouraging the formation of joint ventures, partnerships or similar arrangements among subcontractors in order to increase the likelihood of achieving the MBE/WBE goals;
- F. Providing a sufficient supply of plans and specifications of prospective work to MBE/WBEs and providing appropriate materials to each in sufficient time to review; and

- G. Utilizing the services of available minority and women's community organizations; contractor's groups; local, State and Federal business assistance/development offices and other organizations that provide assistance to MBE/WBEs.

Subsequent to Contract award, the Contractor shall use and document every good faith effort to comply with its MBE/WBE Participation Plan and to permit its MBE/WBE subcontractors to perform. Participation percentages shall be monitored throughout the performance of this Contract. Such good faith efforts shall include at least the following:

- A. Ensuring that progress payments are made in a timely fashion in accordance with the requirements of this Contract;
- B. Not requiring bonds from and/or providing bonds and insurance for subcontractors where appropriate;
- C. Soliciting specific recommendations on methods for enhancing MBE/WBE participation from Port Authority staff responsible for such participation; and
- D. Nominating subcontractors for participation in business assistance programs sponsored by the Authority or the Regional Alliance of Small Contractors such as the Loaned Executive Assistance Program (L.E.A.P.).

Subsequent to Contract award, the Contractor shall also provide the Engineer, at his request, with a trade breakdown schedule showing when the Contractor's MBE/WBE subcontractors are scheduled to perform. The Contractor shall also submit to the Engineer, on a monthly basis, the Statement of Subcontractor's Payments annexed hereto as Schedule D.

In the event that, prior to Contract award and following review of the MBE/WBE Participation Plan submitted by the bidder pursuant to the clause hereof entitled "Qualification Information", the Chief Engineer determines that the Contractor has not made a good faith effort to meet the MBE/WBE participation goals set forth above and that the Contractor has not demonstrated that a full or partial waiver of such goals is appropriate, the Chief Engineer may advise the bidder that it is not responsible and may reject the bidder's Proposal.

If, during the performance of the Contract, the Contractor fails to demonstrate good faith in carrying out its MBE/WBE Participation Plan and in permitting its MBE/WBE subcontractors to perform and the Contractor has not demonstrated that a full or partial waiver of the above referenced MBE/WBE participation goals is appropriate, then, upon receipt of a future proposal or proposals from the Contractor, the Chief Engineer may advise the Contractor that it is not a responsible bidder and may reject such proposal(s).

Either prior or subsequent to acceptance of the bidder's Proposal, the bidder may request a full or partial waiver of the above described MBE/WBE participation goals by providing a reasonable demonstration to the Chief Engineer that its good faith efforts will not result in compliance with the goals set forth above because participation by eligible MBE/WBEs could not be obtained at a reasonable price or that such MBE/WBEs were not available or refused to perform as subcontractors. The bidder shall provide such documentation to support its request as the Chief Engineer may require.

Once approved, the MBE/WBE Participation Plan submitted by the bidder may be modified only with the written approval of the Engineer.

Following approval by the Engineer under the clause entitled "Assignments and Subcontracts" of one or more subcontractors who are either MBEs or WBEs and listed in the MBE/WBE Directory or determined to be "eligible" by the Chief Engineer in accordance with this numbered clause, the Authority may, at its sole option, provide to said approved M/WBEs, without charge, whatever appropriate consultant services may be available under the L.E.A.P. Program; provided, however, that such consultant services will only be furnished pursuant to a request in writing from the Contractor to the General Manager, Business and Job Opportunity, Office of Regional and Economic Development of the Port Authority of New York and New Jersey, 233 Park Avenue South - 4th Floor, New York, NY 10001.

Such services will be discontinued following a written request from the Contractor to the General Manager, Business and Job Opportunity, Office of Regional and Economic Development of the Port Authority of New York and New Jersey, to discontinue them.

The L.E.A.P. services include advising on scheduling, purchasing, planning and other aspects of construction to firms to mitigate business or management problems which could negatively impact on their performance. These services do not include engineering or legal advice. The determination as to whether or not to follow the advice given lies solely with the M/WBE subcontractor. Prior to being accepted as a participant in the L.E.A.P. Program, the M/WBE subcontractor will be required to release the Authority and the individuals furnishing consultant advice of all liability and responsibility in connection therewith.

The Authority has compiled and annexed hereto to form a part hereof an MBE/WBE Directory which specifies the firms the Authority has determined to be (1) MBEs/WBEs and (2) experienced in performing work in the trades and contract dollar ranges indicated in the Directory. The Authority makes no representation as to the financial responsibility of such firms or their ability to perform Work required under this Contract. Subject to the following paragraph, only MBEs/WBEs listed in the Directory will count toward the required MBE/WBE participation.

If the Contractor wishes to perform a portion of the Work through a firm not listed in the Directory², but which the Contractor believes should be eligible because it is (1) an MBE/WBE, as defined above and (2) technically competent to perform portions of the Work or the Contractor believes it is such a firm, the Contractor shall submit to the General Manager, Business and Job Opportunity, Office of Regional and Economic Development of the Port Authority of New York and New Jersey, a written request for a determination that the proposed firm is eligible. This shall be done by completing and forwarding a) the form labeled "Schedule A" and, if appropriate, "Schedule B" which are annexed hereto and form a part hereof and b) technical references of jobs completed of similar scope and complexity on the form annexed hereto and made a part hereof labeled "MBE/WBE Approval Request" and such other information as may be necessary to permit the Authority to determine whether the firm is in fact an MBE/WBE and technically competent to perform portions of the Work.

² The following organizations may be able to refer the Contractor to MBEs/WBEs who are technically competent to perform portions of the Work. Any referrals which are not listed in the Directory shall be submitted to the Authority for a determination as to eligibility as provided above.

- | | |
|--|--|
| <p>1. Air Services Development Office
Terminal 1 Bldg. 55
JFK International Airport
Jamaica, New York 11430
(718) 244-6852</p> | <p>2. Hispanic American Chamber of
Commerce of Essex County
P.O. Box 9146
Newark, NJ 07104</p> |
| <p>3. Association of Minority Enterprises
250 Fulton Avenue, Suite 507
Hempstead, New York 11550
(516) 489-0120</p> | <p>4. Statewide Hispanic Chamber of
Commerce of New Jersey
482 Broadway
Paterson, NJ 07514</p> |
| <p>5. Newark Opportunity Center
972 Broad Street
7th Floor
Newark, NJ 07102
(201) 622-4537</p> | <p>6. National Minority Business Council
235 East 42nd Street
New York, New York 10017
(212) 589-2385</p> |
| <p>7. Council for Airport Opportunity 89-31
161st Street
Jamaica, NY 11432
(718) 526-3322</p> | <p>8. Urban Business Assistance Corp.
44 West 4th Street
Room 5-61
New York, NY 10012
(212) 995-4404</p> |
| <p>9. Greater Jamaica Development Office
90-04 161st Street
Jamaica, NY 11432
(718) 291-0282</p> | <p>10. Dormitory Authority of
the State of New York
1 Penn Plaza 48th Floor
New York, NY 10119-0118
(212) 356-0635</p> |
| <p>11. Greater Newark Chambers of
Commerce
1 Newark Center 22nd Floor
Newark, NJ 07102
(201) 624-6699</p> | <p>12. NY/NJ Minority Purchasing Council
1271 Avenue of the Americas
New York, New York 10020
(212) 522-7632</p> |

- | | |
|--|--|
| <p>13. Jamaica Chamber of Commerce
89-31 161st Street
Jamaica, NY 11432
(718) 657-4800</p> | <p>14. Queens Overall Economic
Development Office
90-04 161st Street Room 801
Jamaica, NY 11432
(718) 262-8383</p> |
| <p>15. Small Business Development Center
York College/City University of NY
Science Building Room 107
Jamaica, NY 11451
(718) 262-2880</p> | <p>16. United Minority Brain Trust of NJ
P.O. Box 1291
Plainfield, NJ 07061
(908) 246-3332</p> |
| <p>17. United Black Contractors
1061 Atlantic Avenue
Brooklyn, NY 11238
(718) 638-1300</p> | <p>18. N.J. Air Services
Development Office (ASDO)
Newark International Airport
Building 80 - 2nd Floor
Airport Street Newark, N.J. 07114
(201) 961-4278</p> |
| <p>19. United Black Entrepreneurs
117-02 Guy Brewer Boulevard
Jamaica, NY 11434
(718) 378-5400</p> | |

All such requests shall be in writing addressed to the Chief Engineer. If any such firm is determined to be eligible it shall only be by a writing over the name of the Chief Engineer. In the event that such firm is found not to be eligible, the Chief Engineer will only consider as a substitute for such firm, a firm listed in the MBE/WBE Directory annexed hereto.

Please note that the Contractor must submit the names of proposed MBEs/WBEs for work on this Contract if their names do not appear in the MBE/WBE Directory attached to this Contract in accordance with the requirements of this clause and all other requirements of this Contract. MBEs/WBEs proposed as lessors of equipment or materialmen shall be deemed "subcontractors" for the purpose of this numbered clause and the clause hereof entitled "Assignments and Subcontracts" but shall not be deemed subcontractors for any other purpose. However only 60% of the amounts paid by the Contractor to such materialmen who are MBEs/WBEs, except in the case of firms who themselves manufacture materials for use under the Contract, shall be allowed in computing the percentages of the Contract Price required to be paid to MBEs/WBEs hereunder.

Nothing herein shall be deemed to supersede or to otherwise modify the clause of the Form of Contract entitled "Assignments and Subcontracts".

9. INSPECTION OF SITE

Each bidder or his authorized representative must make proper arrangements with the Resident Engineer at the construction site before inspecting the construction site. To make such arrangements call Armando Martinez, at (212) 502-2287.

10. QUESTIONS BY BIDDERS

Questions by prospective bidders concerning the Contract may be addressed to John McVetty, at (973) 792-3916, who however is authorized only to direct the attention of prospective bidders to various portions of the Contract so that they may read and interpret such portions for themselves. Neither John McVetty nor any other employee or representative of the Authority is authorized to give interpretations of any portion of the Contract or to give information as to the requirements of the Contract in addition to that contained in the Contract. Interpretations of the Contract or additional information as to its requirements, where necessary, shall be communicated to bidders only by written addendum issued over the name of the Chief Engineer, which addendum shall be considered part of this Contract. Accordingly, nothing contained herein and no representation, statement or promise, oral or in writing, of the Authority, its Commissioners, officers, agents, representatives or employees shall impair or limit the effect of the warranties of the Contractor contained in the clause of the Form of Contract entitled "Contractor's Warranties" or elsewhere in this Contract. The provisions of this clause shall apply to questions addressed by prospective bidders both before and after their receipt of Contract Documents.

11. PORT AUTHORITY SECURITY REQUIREMENTS

The Port Authority of New York and New Jersey operates facilities and systems at which terrorism or other criminal acts may have a significant impact on life safety and key infrastructures. The Authority reserves the right to impose multiple layers of security requirements on the performance of the contract work, including on the Contractor, its staff and subcontractors and their staffs depending upon the level of security required, as determined by the Authority. The Contractor shall, and shall instruct its subcontractors, to cooperate with Authority staff in adopting security requirements. These security requirements may include but are not limited to the following.

A. Identity Checks and Background Screening:

Contractor/subcontractor identity checks and background screening shall include but shall not be limited to: (1) inspection of not less than two forms of valid and current government issued identification (at least one having an official photograph) to verify staff's name and residence; (2) screening federal, state and local criminal justice agency information databases and files; (3) screening of any terrorist identification files; (4) multi-year check of personal, employment and/or credit history; (5) access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning.

The Contractor may be required to have its staff, and any subcontractor's staff, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority. If the Engineer directs the Contractor to have identity checks and background screening performed by a particular firm designated by the Engineer, the Authority will compensate the Contractor for the cost of such screening at the Net Cost of such screening. "Net Cost" shall be computed in the same manner as is compensation for extra work, including any percentage addition to cost, as set forth in the clause of the contract providing compensation for extra work. Performance of such Net Cost work shall be as directed by the Engineer and shall be subject to all provisions of the contract relating to performance of extra work. Compensation for said Net Cost work shall not be charged against the total amount of compensation authorized for extra work.

B. Issuance of Photo Identification Badges:

No person will be permitted on or about the construction site without a photo identification badge approved by the Engineer. The Contractor shall provide such badges for employees, subcontractors and materialmen. All employees of the Contractor, subcontractors and materialmen shall wear identification badges in a conspicuous and clearly visible position whenever they are working at the construction site.

If the Authority requires facility-specific identification badges for the Contractor's and subcontractors' staffs, the Authority will supply such identification badges at no cost to the Contractor.

C. Construction Site Access Control:

- 1.) The Authority may provide for construction site access control, inspection and monitoring by Authority retained security guards. However, this provision shall not relieve the Contractor of its responsibility to secure its equipment and work at the construction site at its own expense.
- 2.) At the beginning of each work period the Contractor shall furnish to the security guards, if any, or to the Engineer a memorandum showing for that work period:
 - a. The name and company affiliation of each employee of the Contractor or of a subcontractor who is expected to enter the site and,
 - b. The name of any firm anticipated to be delivering materials or servicing equipment that day and a description of such materials or services.

The Authority may impose, increase, and/or upgrade security requirements for the Contractor, subcontractors and their staffs during the term of this contract to address changing security conditions and/or new governmental regulations.

12. PREVAILING RATE OF WAGE CERTIFICATION

The bidders' attention is directed specifically to the clause of the Form of Contract entitled "Prevailing Rate of Wage" and to the fact that the Authority requires a certification in writing from the successful bidder, in such form as may be required pursuant to such clause, that he has paid and caused his subcontractors to pay at least the prevailing rate of wage and supplements required by such clause. This certification is required prior to his receipt of any payment from the Authority hereunder as provided in the clauses of the Form of Contract entitled "Monthly Advances" and "Final Payment" or at any other time.

13. CERTIFICATION OF NO INVESTIGATION (CRIMINAL OR CIVIL ANTI-TRUST), INDICTMENT, CONVICTION, SUSPENSION, DEBARMENT, DISQUALIFICATION, PREQUALIFICATION DENIAL OR TERMINATION, ETC; DISCLOSURE OF OTHER REQUIRED INFORMATION

By bidding on this Contract, 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, that the bidder and each parent and/or affiliate of the bidder has not (a) been indicted or convicted in any jurisdiction; (b) been suspended, debarred, found not responsible or otherwise disqualified from entering into contracts with any governmental agency or been denied a government contract for failure to meet prequalification standards; (c) had a contract terminated by any governmental agency for breach of contract or for any cause related directly or indirectly to an indictment or conviction; (d) changed its name and/or Employer Identification Number (taxpayer identification number) following its having been indicted, convicted, suspended, debarred or otherwise disqualified, or had a contract terminated as more fully provided in (a), (b) and (c) above; (e) ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those inserted in the Proposal; (f) been denied a contract by any governmental agency for failure to provide the required security, including bid, payment or performance bonds or any alternative security deemed acceptable by the agency letting the contract; (g) failed to file any required tax returns or failed to pay any applicable federal, state or local taxes; (h) had a lien imposed upon its property based on taxes owed and fines and penalties assessed by any agency of the federal, state or local government; (i) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, including an inspector general of a governmental agency or public authority; (j) had any sanctions imposed as a result of a judicial or administrative proceeding with respect to any professional license held or with respect to any violation of a federal, state or local environmental law, rule or regulation; and (k) shared space, staff, or equipment with any business entity.

The foregoing certification as to "(a)" through "(k)" shall be deemed to have been made by the bidder as follows: if the bidder is a corporation, such certification shall be deemed to have been made not only with respect to the bidder itself, but also with respect to each director and officer, as well as, to the best of the certifier's knowledge and belief, each stockholder with an ownership interest in excess of 10%; if the bidder is a partnership, such certification shall be deemed to have been made not only with respect to the bidder itself, but also with respect to each partner. Moreover, the foregoing certification, if made by a corporate bidder, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of such certification as the act and deed of the corporation.

In any case where the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the signed bid a signed statement which sets forth in detail the reasons therefor. If the bidder is uncertain as to whether it can make the foregoing certification, it shall so indicate in a signed statement furnished with its bid, setting forth an explanation for its uncertainty.

Notwithstanding that the certification may be an accurate representation of the bidder's status with respect to the enumerated circumstances provided for in this clause as requiring disclosure at the time that the bid is submitted, the bidder agrees to immediately notify the Authority in writing of any change in circumstances during the period of irrevocability, or any extension thereof.

The foregoing certification or signed statement shall be deemed to have been made by the bidder with full knowledge that it would become a part of the records of the Authority and that the Authority will rely on its truth and accuracy in awarding this Contract. In the event that the Authority determines at any time prior or subsequent to the award of the Contract that the bidder has falsely certified as to any material item in the foregoing certification; willfully or fraudulently submitted any signed statement pursuant to this clause which is false in any material respect; or has not completely and accurately represented its status with respect to the circumstances provided for in this clause as requiring disclosure, the Authority may determine that the bidder is not a responsible bidder with respect to its bid on this Contract or with respect to future bids and may, in addition to exercising any other rights or remedies available to it, exercise any of the rights or remedies set forth in the clause of the Form of Contract entitled "Rights and Remedies of Authority". In addition, bidders are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see e.g., New York Penal Law, Section 175.30 et seq.). Bidders are also advised that the inability to make such certification will not in and of itself disqualify a bidder, and that in each instance the Authority will evaluate the reasons therefor provided by the bidder.

Under certain circumstances the bidder may be required as a condition of this contract award to enter into a Monitoring Agreement under which it will be required to take certain specified actions, including compensating an independent Monitor to be selected by the Port Authority. Said Monitor shall be charged with, among other things, auditing the actions of the bidder to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Port Authority.

As used in this clause, the following terms shall mean:

Affiliate - An entity in which the parent of the bidder owns more than fifty percent of the voting stock, or an entity in which a group of principal owners which owns more than fifty percent of the bidder also owns more than fifty percent of the voting stock.

Agency or Governmental Agency - Any federal, state, city or other local agency, including departments, offices, quasi-public agencies, public authorities and corporations, boards of education and higher education, public development corporations, local development corporations and others.

Employer Identification Number - The tax identification number assigned to firms by the Federal government for tax purposes.

Investigation - Any inquiries made by any federal, state or local criminal prosecuting or investigative agency, including an inspector general of a governmental agency or public authority, and any inquiries concerning civil anti-trust investigations made by any federal, state or local governmental agency. Except for inquiries concerning civil anti-trust investigations, the term does not include inquiries made by any civil government agency concerning compliance with any regulation, the nature of which does not carry criminal penalties, nor does it include any background investigations for employment, or Federal, state, and local inquiries into tax returns.

Officer - Any individual who serves as chief executive officer, chief financial officer, or chief operating officer of the bidder by whatever titles known.

Parent - An individual, partnership, joint venture or corporation which owns more than 50% of the voting stock of the bidder.

Space Sharing - Space shall be considered to be shared when any part of the floor space utilized by the submitting business at any of its sites is also utilized on a regular or intermittent basis for any purpose by any other business or not-for-profit organization, and where there is no lease or sublease in effect between the submitting business and any other business or not-for-profit organization that is sharing space with the submitting business.

Staff Sharing - Staff shall be considered to be shared when any individual provides the services of an employee, whether paid or unpaid, to the bidder and also, on either a regular or irregular basis, provides the services of an employee, paid or unpaid, to one or more other business(es) and/or not-for-profit organization(s), if such services are provided during any part of the same hours the individual is providing services to the bidder or if such services are provided on an alternating or interchangeable basis between the bidder and the other business(es) or not-for-profit organization(s). "The services of an employee" should be understood to include services of any type or level, including managerial or supervisory. This type of sharing may include, but is not limited to, individuals who provide the following services: telephone answering, receptionist, delivery, custodial, and driving.

Equipment Sharing - Equipment shall be considered to be shared whenever the bidder shares the ownership and/or the use of any equipment with any other business or not-for-profit organization. Such equipment may include, but is not limited to, telephones or telephone systems, photocopiers, computers, motor vehicles, and construction equipment. Equipment shall not be considered to be shared under the following two circumstances: when, although the equipment is owned by another business or not-for-profit organization, the bidder has entered into a formal lease for the use of the equipment and exercises exclusive use of the equipment; or when the bidder owns equipment that it has formally leased to another business or not-for-profit organization, and for the duration of such lease the bidder has relinquished all right to the use of such leased equipment.

**14. NON-COLLUSIVE BIDDING AND CODE OF ETHICS CERTIFICATION;
CERTIFICATION OF NO SOLICITATION BASED ON COMMISSION, PERCENTAGE,
BROKERAGE, CONTINGENT FEE OR OTHER FEE**

By bidding on this Contract, 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, that: (a) the prices in its 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; (b) the prices quoted in its bid have not been and will not be knowingly disclosed, directly or indirectly, by the bidder prior to the official opening of such bid to any other bidder or to any competitor; (c) no attempt has been made and none 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; (d) this organization has not made any offers or agreements, or given or agreed to give anything of value (see definition of "anything of value" appearing in the clause of the Form of Contract entitled "No Gifts, Gratuities, Offers of Employment, etc.") or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics and Financial Disclosure dated as of April 11, 1996 (a copy of which is available upon request to the individual named in the clause hereof entitled "Questions by Bidders"), nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code; (e) no person or selling agency, other than a bona fide employee or bona fide established commercial or selling agency maintained by the bidder for the purpose of securing business, has been employed or retained by the bidder to solicit or secure this Contract on the understanding that a commission, percentage, brokerage, contingent or other fee would be paid to such person or selling agency; the bidder has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Contract.

The foregoing certification as to "(a)", "(b)", "(c)", "(d)" and "(e)" shall be deemed to have been made by the bidder as follows: if the bidder is a corporation, such certification shall be deemed to have been made not only with respect to the bidder itself, but also with respect to each parent, affiliate, director and officer of the bidder, as well as, to the best of the certifier's knowledge and belief, each stockholder of the bidder with an ownership interest in excess of 10%; if the bidder is a partnership, such certification shall be deemed to have been made not only with respect to the bidder itself, but also with respect to each partner. Moreover, the foregoing certification, if made by a corporate bidder, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of such certification as the act and deed of the corporation.

In any case where the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the signed bid a signed statement which sets forth in detail the reasons therefor. If the bidder is uncertain as to whether it can make the foregoing certification, it shall so indicate in a signed statement furnished with its bid, setting forth in such statement the reasons for its uncertainty.

Notwithstanding that the bidder may be able to make the foregoing certification at the time the bid is submitted, the bidder shall immediately notify the Authority in writing during the period of irrevocability of bids on this Contract or any extension of such period, of any change of circumstances which might under this clause make it unable to make the foregoing certification or required disclosure. The foregoing certification or signed statement shall be deemed to have been made by the bidder with full knowledge that it would become a part of the records of the Authority and that the Authority will rely on its truth and accuracy in awarding this Contract. In the event that the Authority should determine at any time prior or subsequent to the award of this Contract that the bidder has falsely certified as to any material item in the foregoing certification or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certification required to be disclosed, the Authority may determine that the bidder is not a responsible bidder with respect to its bid on this Contract or with respect to future bids on Authority contracts and may, in addition to exercising any other rights or remedies it may have, exercise any of the rights or remedies set forth in the clause of the Form of Contract entitled "Rights and Remedies of the Authority".

In addition, bidders are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see e.g., New York Penal Law, Section 175.30 et seq.). Bidders are also advised that the inability to make such certification will not in and of itself disqualify a bidder, and that in each instance the Authority will evaluate the reasons therefor provided by the bidder.

Under certain circumstances the bidder may be required as a condition of this contract award to enter into a Monitoring Agreement under which it will be required to take certain specified actions, including compensating an independent Monitor to be selected by the Port Authority. Said Monitor shall be charged with, among other things, auditing the actions of the bidder to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Port Authority.

15. BIDDER ELIGIBILITY FOR AWARD OF CONTRACTS - DETERMINATIONS BY AN AGENCY OF THE STATE OF NEW YORK OR NEW JERSEY CONCERNING ELIGIBILITY TO RECEIVE PUBLIC CONTRACTS

Bidders are advised that the Authority has adopted a policy to the effect that in awarding its contracts it will honor any determination by an agency of the State of New York or New Jersey that a bidder is not eligible to bid on or be awarded public contracts because the bidder has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing rate of wage legislation.

The policy permits a bidder whose ineligibility has been so determined by an agency of the State of New York or New Jersey to submit a bid on a Port Authority contract and then to establish that it is eligible to be awarded the contract on which it has bid because (i) the state agency determination relied upon does not apply to the bidder, or (ii) the state agency determination relied upon was made without affording the bidder the notice and hearing to which the bidder was entitled by the requirements of due process of law, or (iii) the state agency determination was clearly erroneous or (iv) the state agency determination relied upon was not based on a finding of conduct demonstrating a lack of integrity or a violation of a prevailing rate of wage law.

The full text of the resolution adopting the policy may be found in the Minutes of the Authority's Board of Commissioners meeting of September 9, 1993.

16. CONSTRUCTION SKILLS 2000 - APPRENTICESHIP PROGRAM

The Port Authority is a participant in Construction Skills 2000, a cooperative program among New York City schools, unions and public agencies. Construction Skills 2000 creates career opportunities in the construction industry for high school graduates by providing a systematic pathway into union-sponsored, skilled trade apprenticeship programs. The Port Authority encourages contractors and their subcontractors to maximize the use of apprentices under the applicable collective bargaining agreements or as contained in the applicable program approved by the New York State Department of Labor. The Contractor's plan for utilizing apprentices will be discussed at the pre-construction meeting.

Each subcontractor proposed for approval under the Contract whose total amount of subcontracts under this contract is greater than \$1 Million Dollars and each bidder (except as set forth in the certification below) will be required to certify as to their participation in a New York State - registered apprenticeship program.

17. CERTIFICATION OF PARTICIPATION IN A STATE-REGISTERED APPRENTICESHIP PROGRAM

By bidding on this Contract, 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, that the bidder participates in an apprenticeship program registered by the New York State Department of Labor. Participation in such an apprenticeship program shall mean that the bidder either (a) is a signatory to a collective bargaining agreement with a labor organization which sponsors an apprenticeship program registered with the New York State Department of Labor or (b) individually sponsors an apprenticeship program registered by the New York State Department of Labor and, in the case of both (a) and (b) above, such apprenticeship program shall be in the trade(s) in which Work is to be performed. This clause shall not apply to bidders who will perform all Work at the construction site through the use of subcontractors.

The foregoing certification, if made by a corporate bidder, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of such certification as the act and deed of the corporation.

In any case where the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the signed bid a signed statement which sets forth in detail the reasons therefor. If the bidder is uncertain as to whether it can make the foregoing certification, it shall so indicate in a signed statement furnished with its bid, setting forth an explanation for its uncertainty.

Notwithstanding that the certification may be an accurate representation of the bidder's status with respect to the enumerated circumstances provided for in this clause as requiring disclosure at the time that the bid is submitted, the bidder agrees to immediately notify the Authority in writing of any change in circumstances during the period of irrevocability, or any extension thereof.

The foregoing certification or signed statement shall be deemed to have been made by the bidder with full knowledge that it would become a part of the records of the Authority and that the Authority will rely on its truth and accuracy in awarding this Contract. In the event that the Authority determines at any time prior or subsequent to the award of the Contract that the bidder has falsely certified as to any material item in the foregoing certification; willfully or fraudulently submitted any signed statement pursuant to this clause which is false in any material respect; or has not completely and accurately represented its status with respect to the circumstances provided for in this clause as requiring disclosure, the Authority may determine that the bidder is not a responsible bidder with respect to its bid on this Contract or with respect to future bids and may, in addition to exercising any other rights or remedies available to it, exercise any of the rights or remedies set forth in the clause of the Form of Contract entitled "Rights and Remedies of Authority". In addition, bidders are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see, e.g., New York Penal Law, Section 175.30 et seq.).

PROCUREMENT

CONTRACT BT-200.200

2006 JUN 21 PM 2:46

PROPOSAL

To The Port Authority of New York and New Jersey:

The undersigned³ *VRH CONSTRUCTION CORP. "A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF NEW YORK"*

(hereinafter called "the Contractor") hereby offers to perform all the obligations and to assume all the duties and liabilities of the Contractor provided for in the annexed Contract, at a compensation computed in accordance with the clause of the Form of Contract entitled "Contractor's Compensation".

This offer shall be irrevocable for 60 days after the date on which The Port Authority of New York and New Jersey opens this Proposal.

To induce the acceptance of this Proposal, the undersigned hereby makes each and every certification, statement, assurance, representation and warranty made by the Contractor in said Contract. Moreover as a condition to receipt and consideration by the Authority of the Proposal whether or not it is accepted, the undersigned agrees that all information of any nature whatsoever, regardless of the form of the communication, received from the undersigned (including its officers, agents, or employees) by the Authority, its Commissioners, officers, agents or employees, and notwithstanding any statement therein to the contrary, has not been given in confidence and may be used or disclosed by or on behalf of the Authority without liability of any kind except as may arise under letters patent of the undersigned, if any.

Unless expressly stated otherwise, the Information for Bidders, all papers required by it and submitted in connection herewith at any time, said Form of Contract, and all papers made part of the Contract by the terms of the Form of Contract are made part of this Proposal.

The undersigned hereby designates the following as the bidders office⁴:

*320 GRAND AVENUE
ENGLEWOOD, NJ 07631*

The telephone number of the bidder is:

201-871-4422

The fax number of the bidder is:

201-871-6727

The E-Mail address of the bidder is:

INFO@VRHCORP.COM

³ Insert bidder's name. If a corporation, give state of incorporation, using the phrase, "a corporation organized under the laws of the State of _____"

If a partnership, give full names of partners, using also the phrase, "co-partners doing business under the firm name of _____"

If an individual using a trade name, give individual name, using also the phrase, "an individual doing business under the trade name of _____"

⁴ Insert office address.

SIGNATURE AND CERTIFICATE OF AUTHORITY

Dated, June 22, 2006

(Signature of individual or name of corporation or partnership)

VRH Construction Corp.

(Signature of agent, partner or corporate officer)

By^{5,6}

Victor D. Wortmann, Jr.

(Acknowledgment of signature to be taken on proper form on following page(s))

Victor D. Wortmann, Jr.
President

Ex. 1

CERTIFICATE OF AUTHORITY, IF BIDDER IS A CORPORATION

I, the undersigned, as Secretary of the corporation submitting the foregoing Proposal, hereby certify that under and pursuant to the by-laws and resolutions of said corporation, each officer who has signed said Proposal on behalf of the corporation is fully and completely authorized so to do.

(Corporate Seal)

Victor D. Wortmann, Jr.
Victor D. Wortmann, Jr.

⁵ If Proposal is signed by an officer or agent, give title.

⁶ **NOTE:** The foregoing signature shall be deemed to have been provided with full knowledge that the foregoing Proposal, the accompanying Contract booklet, as well as any certification, statement, assurance, representation, warranty, schedule or other document submitted by the bidder with the Proposal will become a part of the records of the Authority and that the Authority will rely in awarding the Contract on the truth and accuracy of such Proposal and each such certification, statement, assurance, representation, warranty and schedule made therein by the Contractor. Knowingly submitting a false statement in connection with any of the foregoing may be the basis for prosecution for offering a false instrument for filing (see, e.g., N.Y. Penal Law, Section 175.30 et seq.).

SIGNATURE AND CERTIFICATE OF AUTHORITY

Dated, JUNE 13, 2006

PROCUREMENT
2006 JUN 21 PM 2:46

(Signature of individual or name of corporation or partnership)

VRH Construction Corp

(Signature of agent, partner or corporate officer)

By^{5 6}

VICTOR D. WORTMANN, JR.
PRESIDENT

(Acknowledgment of signature to be taken on proper form on following page(s))

64 Loop Road, Bedford, NY 10506

CERTIFICATE OF AUTHORITY, IF BIDDER IS A CORPORATION

I, the undersigned, as Secretary of the corporation submitting the foregoing Proposal, hereby certify that under and pursuant to the by-laws and resolutions of said corporation, each officer who has signed said Proposal on behalf of the corporation is fully and completely authorized so to do.

(Corporate Seal)

VICTOR D. WORTMANN, JR.
VICTOR D. WORTMANN, JR.

⁵ If Proposal is signed by an officer or agent, give title.

⁶ **NOTE:** The foregoing signature shall be deemed to have been provided with full knowledge that the foregoing Proposal, the accompanying Contract booklet, as well as any certification, statement, assurance, representation, warranty, schedule or other document submitted by the bidder with the Proposal will become a part of the records of the Authority and that the Authority will rely in awarding the Contract on the truth and accuracy of such Proposal and each such certification, statement, assurance, representation, warranty and schedule made therein by the Contractor. Knowingly submitting a false statement in connection with any of the foregoing may be the basis for prosecution for offering a false instrument for filing (see, e.g., N.Y. Penal Law, Section 175.30 et seq.).

PROCUREMENT

2006 JUN 21 PM 2: 46 **ACKNOWLEDGMENT**

ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION

State of NEW JERSEY

SS:

County of BERGEN

On this 13th day of JUNE, 2006 before me personally came and appeared VICTOR D. WORTMANN, JR., to me known, who, being by me duly sworn, did depose and say that he resides at Bedford, NJ, that he is the PRESIDENT of VPH CONSTRUCTION CORP. 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.

KARYN A. DeLISSIO

Notary Public of New Jersey

(Seal) My Commission Expires October 4, 2006

Karyn A. DeLissio

ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP

State of _____

SS:

County of _____

On this _____ day of _____, 20____, before me personally came and 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.

(Seal)

ACKNOWLEDGMENT OF BIDDER, IF AN INDIVIDUAL

State of _____

SS:

County of _____

On this _____ day of _____, 20____, before me personally came and appeared _____ to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

(Seal)

STATEMENT ACCOMPANYING PROPOSAL

Names and Residences of Officers, If Bidder is a Corporation

Name	Title	Residence ⁷
<i>VICTOR D. WORTMANN, Sr.</i>	<i>CHAIRMAN</i>	
<i>VICTOR D. WORTMANN, Jr.</i>	<i>PRESIDENT</i>	Ex. 1
<i>ROBERT E. WORTMANN, Sr.</i>	<i>SECT-TREAS.</i>	
<i>MAURICE J. CURRAN</i>	<i>VP-Operations</i>	
<i>FRANK W. HURLEY</i>	<i>CFO</i>	

Names and Residences of Partners, If Bidder is a Partnership

Name	General or Limited Partner	Residence ⁸
------	----------------------------	------------------------

Bidder's Residence, If an Individual⁹

2006 JUN 21 PM 2:46
PROCUREMENT

⁷ Give Street and Number of Residence. Do not give business address.

⁸ Give Street and Number of Residence. Do not give business address.

⁹ Give Street and Number of Residence. Do not give business address.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned¹⁰

as principal(s); and¹¹

as surety are hereby held and firmly bound unto The Port Authority of New York and New Jersey (herein called the "Authority") in the penal sum of Five Million Five Hundred Thousand Dollars (\$5,500,000), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 20

The condition of the above obligation is such that whereas the above named principal(s) has submitted to the Authority a certain Proposal, bound herewith and hereby made a part hereof, to perform the obligations of the Contractor under a contract in writing, known as Contract BT-200.200, "Port Authority Bus Terminal - Construction Program", now therefore:

- A. If said Proposal shall not be accepted, or
- B. If said Proposal shall be accepted and the Authority does not require the principal(s) to furnish a Performance and Payment Bond, or
- C. If said Proposal shall be accepted and the Authority requires the principal(s) to furnish a Performance and Payment Bond and either the principal(s) furnishes a Performance and Payment Bond satisfactory to the Authority in accordance with the requirements of said Proposal or the Authority does not terminate the Contract as provided therein on account of the failure to furnish such a bond,

Then, this obligation shall be void, otherwise the same shall remain in full force and effect; it being 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.

¹⁰ Insert bidder's name. If a corporation, give the state of incorporation using the phrase "a corporation organized under the laws of the _____".
 If a partnership, give full names of partners, using also the phrase, "co-partners doing business under the firm name of _____".
 If an individual using a trade name, give individual name, using also the phrase, "an individual doing business under the trade name of _____".

¹¹ Insert name of surety.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned¹⁰

V.R.H. Construction Corp., a corporation organized under the laws of the State of New York of
320 Grand Avenue, Englewood, New Jersey 07631
as principal(s); and¹¹

Travelers Casualty and Surety Company of America, 499 Thornall Street, Edison, NJ 08837
as surety are hereby held and firmly bound unto The Port Authority of New York and New Jersey (herein
called the "Authority") in the penal sum of Five Million Five Hundred Thousand Dollars (\$5,500,000),
for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our
heirs, executors, administrators, successors and assigns.

Signed this 15th day of June, 20 06

The condition of the above obligation is such that whereas the above named principal(s) has submitted to
the Authority a certain Proposal, bound herewith and hereby made a part hereof, to perform the
obligations of the Contractor under a contract in writing, known as Contract BT-200.200, "Port Authority
Bus Terminal - Construction Program", now therefore:

- A. If said Proposal shall not be accepted, or
- B. If said Proposal shall be accepted and the Authority does not require the principal(s) to
furnish a Performance and Payment Bond, or
- C. If said Proposal shall be accepted and the Authority requires the principal(s) to furnish a
Performance and Payment Bond and either the principal(s) furnishes a Performance and
Payment Bond satisfactory to the Authority in accordance with the requirements of said
Proposal or the Authority does not terminate the Contract as provided therein on account
of the failure to furnish such a bond,

Then, this obligation shall be void, otherwise the same shall remain in full force and effect; it being
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.

¹⁰ Insert bidder's name. If a corporation, give the state of incorporation using the phrase "a corporation
organized under the laws of the _____".
If a partnership, give full names of partners, using also the phrase, "co-partners doing business under the
firm name of _____".
If an individual using a trade name, give individual name, using also the phrase, "an individual doing
business under the trade name of _____".

¹¹ Insert name of surety.

The surety, for value received, hereby stipulates and agrees that the obligations of said surety and its bond shall be in no way impaired or affected by any extensions of the times within which the Authority may receive or accept such Proposal or within which the principal(s) may furnish a Performance and Payment Bond or by any waiver by the Authority of any of the requirements of said Proposal; and said surety does hereby waive notice of any such extensions or waivers.

IN WITNESS WHEREOF, the principal(s) and 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 day and year first set forth above.

V.R.H. Construction Corp.

Principal

By¹²

Victor D. Wortmann, Jr.
Victor D. Wortmann, Jr.-President

Travelers Casualty and Surety Company of America

Surety

(Seal)

(Seal)

By¹³

Theresa J. Foley
Theresa J. Foley, Attorney-In-Fact

¹² If bond is signed by an officer or agent, give title; if signed by a corporation, affix corporate seal.

¹³ If bond is signed by an officer or agent, give title; if signed by a corporation, affix corporate seal.

ACKNOWLEDGMENT

ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION

State of New Jersey

SS:

County of Bergen

On this 14th day of June, 2009 before me personally came and appeared Victor D. Workman Jr., to me known, who, being by me duly sworn, did depose and say that he resides at Bedford, NY, that he is the President of V.R.H. Construction Corp., 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.

(Seal)

Karyn A. DeLissio

ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP

State of _____

SS:

County of _____

On this _____ day of _____, 20____, before me personally came and 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.

(Seal)

ACKNOWLEDGMENT OF BIDDER, IF AN INDIVIDUAL

State of _____

SS:

County of _____

On this _____ day of _____, 20____, before me personally came and appeared _____ to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

(Seal)

AFFIX ACKNOWLEDGMENT AND JUSTIFICATION OF SURETY

KARYN A. DELISSIO
Notary Public of New Jersey
My Commission Expires October 4, 2010

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CT. 06183**

**ATTORNEY-IN-FACT JUSTIFICATION
PRINCIPAL'S ACKNOWLEDGMENT — IF A CORPORATION**

State of New York, County of _____

_____ ss.

On this _____ day of _____, 20____, before me personally appeared _____ to me known, who, being by me duly sworn, deposes and says: That he/she resides in the City of _____ that he/she is the _____ of _____ the corporation described in and which executed the within 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 order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

PRINCIPAL'S ACKNOWLEDGMENT — IF INDIVIDUAL OR FIRM

State of New York, County of _____

_____ ss.

On this _____ day of _____, 20____, before me personally appeared _____ to me known to be (the individual) (one of the firm of _____) described in and who executed the within instrument, and he/she thereupon duly acknowledged to me that he/she executed the same (as the act and deed of said firm).

SURETY COMPANY'S ACKNOWLEDGMENT

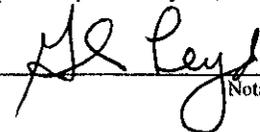
State of New York, County of Nassau

_____ ss.

On this 15th day of June, 2006, before me personally appeared Theresa J. Foley to me known, who, being by me duly sworn, did depose and say: That he/she resides in the City of Nassau County, New York that he/she is Attorney-in-Fact of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said Company; that the seal affixed to said instrument is such corporate seal; and that he/she signed said instrument as Attorney-in-Fact by authority of the Board of Directors of said Company; and affiant did further depose and say that the Superintendent of Insurance of the State of New York has, pursuant to Chapter 882 of the Laws of the State of New York for the year 1939, constituting chapter 28 of the Consolidating Laws of the State of New York as the Insurance Law as amended, issued to TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA his/her certificate that said Company is qualified to become and be accepted as surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law; and that such certificate has not been revoked.

GLORIA LOYD
Notary Public, State Of New York
No. 01LO6057748
Qualified in Queens County
Commission Expires April 23, 2011

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183


Notary Public

**FINANCIAL STATEMENT AS OF DECEMBER 31, 2005
AS FILED WITH THE INSURANCE DEPT. OF THE STATE OF NEW YORK
CAPITAL STOCK \$ 6,000,000**

ASSETS		LIABILITIES	
Cash & Invested Cash	\$ 18,722,611	Unearned Premiums	\$ 636,314,350
Bonds	2,394,448,295	Losses	713,236,642
Stock	7,822,516	Loss Adjustment Expenses	114,606,239
Investment Income Due and Accrued	29,925,538	Commissions	27,023,959
Premium Balances	149,728,693	Taxes, Licenses and Fees	19,154,612
Reinsurance Recoverable	17,473,347	Other Expenses	26,897,510
Net Deferred Tax Asset	41,208,507	Current Federal and Foreign Income Taxes	47,731,649
Other Assets	21,067,146	Payable to Parent, Subsidiaries & Affiliates	28,592,860
		Other Accrued Expenses and Liabilities	211,726,395
		Total Liabilities	1,825,284,216
			\$
		Capital Stock	
		Paid in Surplus	6,000,000
		Other Surplus	303,297,402
		Total Surplus to Policyholders	545,815,035
			\$
Total Assets	2,680,396,853	Total Liabilities & Surplus	2,680,396,653

Securities carried at \$13,645,490 in the above statement are deposited with public authorities, as required by law

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

pursuant to N.J.S.A. 2A:44-143

(for use when surety(ies) have a certificate from U.S. Secretary of the Treasury in accordance with 31 U.S.C. Section 9305)

Travelers Casualty and Surety Company, Travelers Indemnity Company, Standard Fire Insurance Company, Travelers Casualty Insurance Company of America, Travelers Casualty and Surety Company of America, Farmington Casualty Company, surety(ies) on the attached bond, hereby certifies(y) the following:

- 1) The surety(ies) meets (meet) the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.
- 2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amounts as of the calendar year ended **December 31, 2004** (most recent calendar year which capital and surplus amounts are available), which amounts have been certified on a Consolidated Certification by **KPMG Peat Marwick LLP, Hartford, Connecticut** and are included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.

<u>Surety Company</u>	<u>Capital</u>	<u>Surplus</u>
Travelers Indemnity Company	\$10,000,000	\$4,639,341,956
Travelers Casualty and Surety Company	\$25,000,000	\$3,343,509,864
Standard Fire Insurance Company	\$5,000,000	\$924,701,700
Travelers Casualty and Surety Company of America	\$ 6,000,000	\$870,472,452
Travelers Casualty Insurance Company of America	\$ 6,000,000	\$424,000,131
Farmington Casualty Company	\$ 6,000,000	\$228,042,718

- 3) With respect to each surety participating in the issuance of the attached bond that has received from the U.S. Secretary of the Treasury, a certificate of authority pursuant to 31 U.S.C. Section 9305, the underwriting limitation established there on **July 1, 2005** (most recent calendar year available) is as follows:

<u>Surety Company</u>	<u>Limitation</u>
Travelers Indemnity Company	\$463,934,000
Travelers Casualty and Surety Company	\$224,499,000
Standard Fire Insurance Company	\$92,470,000
Travelers Casualty and Surety Company of America	\$87,047,000
Travelers Casualty Insurance Company of America	\$42,400,000
Farmington Casualty Company	\$22,804,000

- 4) The amount of the bond to which the statement and certification is attached is **\$5,500,000.00**
- 5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under Item 4 above exceeds the total underwriting limitation of all sureties on the bond as set forth in Item 3 above, then for each such contract of reinsurance:
 - a) The name and address of each such reinsurer under that contract and the amount of the reinsurer's participation in the contact is as follows:

<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
------------------	----------------	---------------

and;

- b) Each surety that is party to such contract of reinsurance certifies that each reinsurer listed under Item 5(a) satisfies the credit for reinsurance requirement established under P.L.1993, c.243(C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

I, **Lawrence A. Siuta**, as Attorney-in-Fact for the companies herein listed, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements made by me are false, this bond is VOIDABLE.



(Signature of certifying agent/officer)

Lawrence A. Siuta
(Print name of certifying agent/officer)

Chief Financial Officer, Bond
(Title of certifying agent/officer)

Date: **June 15, 2006**

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

JUN 15 2006

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20 _____.

Kori M. Johanson
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.stpaultravelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 214154

Certificate No. 000304189

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

William A. Marino, David W. Roschill, George O. Brewster, Nancy Schnee, David A. Goldstein, Fern Perry, Theresa J. Foley, Fred Nicholson, and James E. Marran, Jr.

of the City of Jericho, State of New York, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 6th day of February, 2006.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 6th day of February, 2006, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2006.



[Signature]
Marie C. Tetreault, Notary Public

ACKNOWLEDGMENT

ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION

State of New Jersey

SS:

County of Bergen

On this 15th day of June, 2006 before me personally came and appeared YARIG D. WILKINSON JR., to me known, who, being by me duly sworn, did depose and say that he resides at Bedford, NY, that he is the PRESIDENT of V.R.H. Construction Corp., 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.

(Seal)

Karyn A. DeLissio

ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP

State of _____

SS:

County of _____

On this _____ day of _____, 20____, before me personally came and 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.

(Seal)

ACKNOWLEDGMENT OF BIDDER, IF AN INDIVIDUAL

State of _____

SS:

County of _____

On this _____ day of _____, 20____, before me personally came and appeared _____ to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

(Seal)

AFFIX ACKNOWLEDGMENT AND JUSTIFICATION OF SURETY

KARYN A. DELISSIO
Notary Public of New Jersey
My Commission Expires October 4, 2012

The surety, for value received, hereby stipulates and agrees that the obligations of said surety and its bond shall be in no way impaired or affected by any extensions of the times within which the Authority may receive or accept such Proposal or within which the principal(s) may furnish a Performance and Payment Bond or by any waiver by the Authority of any of the requirements of said Proposal; and said surety does hereby waive notice of any such extensions or waivers.

IN WITNESS WHEREOF, the principal(s) and 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 day and year first set forth above.

(Seal)

Principal

By¹²

Surety

(Seal)

By¹³

¹² If bond is signed by an officer or agent, give title; if signed by a corporation, affix corporate seal.

¹³ If bond is signed by an officer or agent, give title; if signed by a corporation, affix corporate seal.

ACKNOWLEDGMENT

ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION

State of _____

SS:

County of _____

On this _____ day of _____, 20____, before me personally came and appeared _____, 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.

(Seal) _____

ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP

State of _____

SS:

County of _____

On this _____ day of _____, 20____, before me personally came and 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.

(Seal) _____

ACKNOWLEDGMENT OF BIDDER, IF AN INDIVIDUAL

State of _____

SS:

County of _____

On this _____ day of _____, 20____, before me personally came and appeared _____ to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

(Seal) _____

AFFIX ACKNOWLEDGMENT AND JUSTIFICATION OF SURETY

FORM OF CONTRACT

CHAPTER I

GENERAL PROVISIONS

18. DEFINITIONS

To avoid undue repetition, the following terms whenever they occur in this Form of Contract or any of the other papers forming a part of the Contract shall be construed as follows:

"Contract" shall mean, in addition to this Form of Contract, the Information for Bidders, the Proposal, the Authority's acceptance, the Specifications and the Contract Drawings (including written addenda issued over the name of the Chief Engineer), all of which are made part hereof as though herein set forth in full. The Contract as so defined shall constitute the complete and exclusive statement of the terms of the agreement between the parties and the Contract may not be explained or supplemented by course of dealing, usage of trade or course of performance.

The term "days" or "calendar days" in reference to a period of time shall mean consecutive calendar days, Saturdays, Sundays and holidays, included.

The term "construction site" or words of similar import shall mean the Port Authority Bus Terminal in New York City, New York.

"Work" shall mean all structures, equipment, plant, labor, materials (including materials and equipment, if any, furnished by the Authority) and other facilities and all other things necessary or proper for or incidental to performing construction management work and to performing general conditions construction work at the Port Authority Bus Terminal, all as directed by the Engineer and in accordance with Work Order(s) issued by the Engineer; and "performance of Work" and words of similar import shall mean the furnishing of such facilities and the doing of such things.

"Equipment" and "plant" shall include construction equipment and plant rented as agent for the Authority.

"Contractor's Fee" shall mean the amount computed from the percentage applied to the Net Cost of the Work as computed by the Engineer in accordance with the Form of Contract clause entitled "Contractor's Compensation".

"Net Cost" shall mean the amount(s) computed by the Engineer in accordance with the provisions of the Form of Contract clause entitled "Net Cost".

"Work Order" shall mean the document issued by the Engineer with provisions as described herein in the clause of the Form of Contract entitled "Work Orders".

"Notification" shall mean a telephone call followed by a telecommunication facsimile from the Authority to the number(s) designated by the Contractor or to such other number(s) as he may subsequently designate pursuant to the terms of this Contract and shall include, but not be limited to, the Work Order, the location of the Authority contact person, and a general description of the Work to be performed; and omissions from such general description shall not alter or reduce a requirement for Work otherwise stipulated elsewhere herein or in the Work Order.

"Specifications" shall mean Division 1 of the Specifications included as part of this Contract Booklet and specifications, if any, annexed to the Work Order(s) issued by the Engineer which shall be complied with by the Contractor for all the Work performed under this Contract when so annexed.

"Contract Drawings" shall mean the Contract Drawings designated in the clause of the Specifications entitled "Contract Drawings", if any, and shall include any future alterations and revisions of said drawings and any additional drawings issued by the Engineer.

"Shop Drawings" shall mean all drawings, diagrams, illustrations, schedules, including supporting data, which are specifically prepared for this Contract and submitted by the Contractor pursuant to the requirements of the Specifications or the Engineer to illustrate some portion of the Work. The terms "shop drawings", "placing drawings" and "working drawings" are used interchangeably in this Contract.

"Catalog Cuts" shall mean all standard drawings, diagrams, illustrations, brochures, schedules, performance charts and instructions submitted by the Contractor pursuant to the requirements of the Specifications or the Engineer to illustrate some portion of the Work.

"Chief Engineer" shall mean the Chief Engineer of the Authority for the time being, or his successor in duties, acting personally.

"Engineer" shall mean the Chief Engineer, acting either personally or through his duly authorized representatives acting within the scope of the particular authority vested in them.

"Assistant Chief Engineer - Construction" shall mean the Assistant Chief Engineer - Construction of the Authority for the time being, or his successor in duties, acting personally.

"Engineer of Construction" shall mean the designated Engineer of Construction for the facility at which the Work is being performed or his successor in duties, acting personally.

"Inspector" shall mean any representative of the Engineer designated by him as Inspector and acting within the scope of the particular authority vested in him.

The term "permanent construction" shall include all construction, installation, structures, equipment and materials (including materials and equipment, if any, furnished by the Authority to be constructed, installed or left by the Contractor at or about the construction site (or elsewhere in the possession of the Authority after the completion of the Work (whether or not they are yet delivered or installed), even though they are subsequently to be removed by others. The terms, "permanent installation", "permanent structure", "permanent materials", and words of similar import shall have the same meaning as the term "permanent construction".

"Subcontractor" shall mean anyone who performs Work (other than or in addition to the furnishing of materials, plant or equipment) at or about the construction site, directly or indirectly for or in behalf of the Contractor (and whether or not in privity of contract with the Contractor), but shall not include any person who furnished merely his own personal labor or his own personal services or who performs Work which consists only of the operation of construction equipment of which he is the lessor.

"Materialman" shall mean anyone who furnishes materials, plant or equipment to the Contractor or any subcontractor for use at or about the construction site in the performance of Work.

"Materialman" or "subcontractor", however, shall exclude the Contractor or any subsidiary or parent of the Contractor or any person, firm or corporation which has a substantial interest in the Contractor or in which the Contractor or the parent or the subsidiary of the Contractor, or an officer or principal of the Contractor or of the parent or the subsidiary of the Contractor has a substantial interest, provided, however, that for the purpose of the clause hereof entitled "Assignments and Subcontracts" the exclusion in this paragraph shall not apply to anyone but the Contractor himself.

"Workingman" or "workman" shall mean any employee of the Contractor or of a subcontractor who performs personal labor or personal services at the construction site.

"Notice" shall mean a written notice.

Whenever they refer to the Work or its performance, "directed", "required", "permitted", "ordered", "designated", "prescribed" and words of similar import shall mean directed, required permitted, ordered, designated or prescribed by the Engineer; and "approved", "acceptable", "satisfactory" and words of similar import shall mean approved by or acceptable or satisfactory to the Engineer; and "necessary", "reasonable", "proper", "correct" and words of similar import shall mean necessary, reasonable, proper or correct in the judgment of the Engineer.

Whenever "including", "such as" or words of similar import are used, the specific things thereafter enumerated shall not limit the generality of the things preceding such words.

19. GENERAL AGREEMENT

The Contractor agrees to perform construction management work and to perform general conditions construction work at the Port Authority Bus Terminal as directed by the Engineer and in accordance with Work Order(s) issued by the Engineer; and the Contractor further agrees to assume and perform all other duties and obligations imposed upon him by this Contract. The furnishing of equipment and plant, however, shall be subject to the provisions of the clause hereof entitled "Agency for Rental of Construction Equipment".

Subject to the clause hereof entitled "Withholding of Payments" the Authority agrees to pay the Contractor and the Contractor agrees to accept from the Authority in full consideration for the performance by the Contractor of his duties and obligations under this Contract and the whole thereof, the compensation provided for in the Form of Contract clauses contained in Chapter II entitled "Compensation and Payments".

This Contract is one entire Contract for the accomplishment of the results and the doing of the things specified in this numbered clause and is not separable. Similarly, the Contractor's compensation is one entire compensation for entire performance on his part.

The Contractor represents that he possesses the home office communication facilities and employee assignments or office services necessary for Notification, specialized skill and extensive experience in the purchase of materials and rental of tools, construction aids and equipment which skill and experience he will use to execute all purchases and rentals, as aforesaid, so as to achieve the lowest possible price for such material, tools, construction aids and equipment and substantial savings to the Authority in time and money, and the Authority in executing this Agreement has relied upon such representations.

The Contractor shall be deemed to occupy a position of trust and confidence with respect to the Authority and to have the obligation of protecting the Authority's interests in all dealings related to performance of the Contractor's services and of keeping the Authority obligations and expenses to a minimum consistent with satisfactory performance of his Agreement. The Contractor shall not directly or indirectly either solicit or receive, and shall insure that no subsidiary or affiliate of the Contractor or any Director, officer or employee of any of the foregoing shall directly or indirectly either solicit or receive, anything of value from any person in connection with the work whether or not actually given or to be given in consideration for any act or forbearance to act by the Contractor.

The Contractor shall make prompt and full disclosure in writing to the Engineer of any interest which the Contractor may have, or which any subsidiary or affiliate of the Contractor or any Director, officer or employee, at or above the equivalent rank of foreman, or any of the foregoing may have, direct or indirect and present or potential, in any contractor, materialman or other person performing any part of the Work and in any product, process, equipment, materials, system or other thing to be used in such Work. Inasmuch as the Authority is a public agency dealing with the public funds and is retaining the Contractor in reliance on the Contractor's special experience, expert advice and skill in protecting the Authority interests, the Contractor shall be held to the highest degree of good faith in its dealing with the Authority.

The enumeration in this Form of Contract and in the Specifications of particular things to be furnished or done at the Contractor's expense, or without cost or expense to the Authority, or without additional compensation to the Contractor shall not be deemed to imply that only things of a nature similar to those enumerated shall be so furnished and done; but the Contractor shall perform all Work as required without other compensation than that specifically provided, whatsoever changes may be made in the Contract Drawings and Specifications, if any, whatsoever Work may be required in addition to that required by the Work Order(s) issued by the Engineer, and whatsoever obstacles of unforeseen conditions may arise or be encountered.

20. WORK ORDERS

Work under this Contract shall be performed upon Notification, with confirmation by the Engineer in a Work Order. The Contractor shall do all things which the Engineer deems necessary or convenient for the Work, in such manner and sequence as the Engineer deems best, taking all precautions against injuries to persons, property or traffic, replacing at his own expense all Work unsatisfactory to the Engineer; all in strict accordance with all documents made part of the Work Order, including but not limited to, the Specifications, Contract Drawings, if any, and sketches or other drawings.

The Contractor shall provide at his home office, communication facilities and arrange employee assignments or provide office services so that he can receive and provide appropriate response to Notifications from the Engineer, twenty four (24) hours a day, seven days a week, including Saturdays, Sundays and Holidays.

The Contractor shall be available at the construction site for initial assessment of each Work Order not more than 7 days after Notification by the Engineer. During each initial assessment for each Work Order, the Contractor shall prepare and submit to the Engineer within 30 days or as directed by the Engineer and prior to the start of any Work the following information, and the Engineer shall be the sole arbiter as to the appropriateness of such information and may approve, disapprove or modify any of the items:

- A. The Contractor's:
 - 1.) Analysis of the provisions and requirement of each Work Order.
 - 2.) Analysis of the trades required to perform the work specified in each Work Order so that there shall be no omission or duplication of trade work.
- B. The Contractor's procedure for soliciting proposals for subcontractors that the Contractor shall require to complete the Work Order.
- C. The method of selecting subcontractors.
- D. The method of selecting the apparent low bid qualified subcontractor.
- E. The Contractor's cost estimate for work of each subcontract.
- F. The Contractor's schedule of, including but not limited to, solicitation of bids, evaluation and award of each subcontract, required submittals, time for completion, Contractor's staffing estimate for administrative work and general conditions work the Contractor estimates under each Work Order issued by the Engineer.

The parties hereto expressly agree that the Authority cannot anticipate the number or type of Work Orders that may be issued by the Engineer under this Contract.

The Engineer may select certain Work Orders to be completed on an expedited basis and may negotiate an incentive fee and liquidated damages for such Work Orders.

It is anticipated, but not guaranteed, that the Engineer will issue Work Orders which will require Work to be performed concurrently at multiple locations at the construction site.

Unless specifically directed otherwise in the Notification from the Engineer, the Contractor shall be available at the construction site with sufficient and appropriate labor, equipment and material to expeditiously perform the Work, in the sole judgment of the Engineer, within the time stipulated in each Work Order.

21. AUTHORITY ACCESS TO RECORDS

The Authority shall have access during normal business hours to all records and documents of the Contractor relating to any amounts for which the Contractor has been compensated, or claims he should be compensated, by the Authority by payment determined on any basis other than by payment of a lump sum or unit price amount agreed upon in writing by the Contractor and the Authority; provided, however, such access shall extend to certified payroll records as described in the clause of the Form of Contract entitled "Prevailing Rate of Wage" regardless of the method by which the Contractor is compensated under this Contract. The Contractor shall obtain for the Authority similar access to similar records and documents of subcontractors. Such access shall be given or obtained both before and within a period of three years after Final Payment to the Contractor; provided, however, that if within the aforesaid three year period the Authority has notified the Contractor in writing of a pending claim by the Authority under or in connection with this Contract to which any of the aforesaid records and documents of the Contractor or of his subcontractors relate either directly or indirectly, then the period of such right of access shall be extended to the expiration of 6 years from the date of Final Payment with respect to the records and documents involved.

No provision in this Contract giving the Authority a right of access to records and documents is intended to impair or affect any right of access to records and documents which the Authority would have in the absence of such provision.

22. AGENCY FOR RENTAL OF CONSTRUCTION EQUIPMENT

A. General Provisions

The Contractor further agrees to act as the agent of the Authority, subject to the provisions of this numbered clause relating to such agency for the rental of all construction equipment necessary or desirable for or incidental to the performance of the Contract (other than construction equipment owned and also used by the Contractor or owned and also used by any subcontractor) and, in the exercise of such agency, to assume all the obligations and duties imposed upon him by this Contract. The Contractor may authorize any subcontractor to act as his subagent for rental of such equipment for use by such subcontractor, subject to all the provisions of this Contract. "Construction equipment" as used in this numbered clause shall include plant.

The Authority will pay the rental charges for said equipment directly to the lessors thereof, but the charges so paid shall be deducted from the compensation payable to the Contractor under the Contract; provided, however, that the Authority will pay such charges, and the Contractor is authorized by the Authority to act as such agent, to the extent only that the charges payable for such rental do not exceed the compensation payable to the Contractor under the Contract; and provided further that the Contractor performs all the obligations relating to said agency imposed upon him by this Contract.

The Authority will provide the Contractor with a statement to be furnished by him and the subcontractors to such lessors which will identify this Contract as the one under which the Contractor is authorized to rent said equipment and which will identify the site to which delivery must be made. The Contractor shall arrange for delivery of said equipment directly to the construction site. Payment of the rental charges therefore shall be made by the Authority on the basis of invoices made out to the Authority in which is contained the place of delivery and on which the Contractor has certified by endorsement that such construction equipment is being or has been used in the performance of the Contract, said invoices to be submitted through the Contractor to the Authority at the time said equipment is put into use at the construction site. In the event said invoices are not submitted promptly, at the time stated above, but are submitted at a time when, by reason of prior advances and payments to the Contractor or for his account, the amounts still payable to the Contractor in connection with the Contract are insufficient to pay said invoices, then the Authority shall not be liable to the lessors for any amounts in excess of said amounts still payable to the Contractor which remain in the possession of the Authority.

Notwithstanding the above agency arrangement, the Authority shall not be liable to lessors of construction equipment for any amounts except rental charges based on time of use of such equipment, and the Contractor's agency is limited accordingly. All obligations incurred by the Contractor or subcontractors for any other expenses, including repairs and damages for breach of the rental agreement, shall be obligations incurred by the Contractor or subcontractors as principal not as agent of the Authority. Moreover, as between the Authority and the Contractor, the Contractor shall be responsible for all amounts due to lessors of construction equipment notwithstanding the above agency arrangement.

The Contractor shall indemnify the Authority against any claim of any kind whatsoever made against the Authority by a lessor of construction equipment and the Contractor assumes the risk of all claims against him by any lessor of construction equipment, including in both cases, claims in connection with a subcontractor.

The agency provided for under this numbered clause shall not relieve the Contractor of any of his duties and obligations elsewhere provided for under this Contract.

B. Option Not to Act as Agent

Notwithstanding the provisions of A above, the Contractor shall have the right to elect not to act as the agent of the Authority for the rental of any particular item or items of said construction equipment, in which event, with regard to any such rentals by the Contractor as principal and not agent, the provisions of A of this numbered clause shall be inapplicable as well as those provisions of the clause of the Form of Contract entitled "Exemption From New York State and New York City Sales Taxes", which relate to rental of construction equipment.

23. EXEMPTION FROM NEW YORK STATE AND NEW YORK CITY SALES TAXES

A. Materials Incorporated in Permanent Construction

The attention of the Contractor is directed to the following provision of the New York State and New York City Sales and Compensating Use Tax Act:

"#1115. Exemptions from sales and use taxes. (a) Receipts from the following shall be exempt from the tax on retail sales imposed under subdivision (a) of section eleven hundred five and the compensating use tax imposed under section eleven hundred ten:

(15) Tangible personal property sold to a contractor, subcontractor or repairman for use in erecting a structure or building of an organization described in subdivision (a) of section eleven hundred sixteen, or adding to, altering or improving real property, property or land of such an organization, as the terms real property, property or land are defined in the real property tax law; provided, however, no exemption shall exist under this paragraph unless such tangible personal property is to become an integral component part of such structure, building or real property."

The Authority is an exempt organization of the type described in subdivision (a) of section eleven hundred sixteen.

In view of the foregoing, the Contractor should not include in his price(s) any amounts for New York State and New York City sales and compensating use taxes on such tangible personal property.

If (i) any claim is made against the Contractor by the State of New York or City of New York for such sales or compensating use taxes, or (ii) any claim is made against the Contractor by a materialman or a subcontractor on account of a claim against such materialman or subcontractor by the State of New York or City of New York for such sales or compensating use taxes, then the Authority will reimburse the Contractor in an amount equal to the amount of such tax required to be paid in accordance with the requirements of law, provided that:

- 1.) the Contractor, or the Contractor and any such subcontractor, as the case may be, have complied with such rules and regulations as may have been promulgated relating to the claiming of the exemption from such taxes and have filed all the forms and certificates required by the applicable laws, rules and regulations in connection therewith;
- 2.) and the Authority is afforded the opportunity before any payment of tax is made, to contest said claim in the manner and to the extent that the Authority may choose and to settle or satisfy said claim and such attorney as the Authority may designate is authorized to act for the purpose of contesting, settling and satisfying said claim; and
- 3.) the Contractor, or the Contractor and any such subcontractor, as the case may be, give immediate notice to the Authority of any such claim, cooperate with the Authority and its designated attorney in contesting said claim and furnish promptly to the Authority and said attorney all information and documents necessary or convenient for contesting said claim, said information and documents to be preserved for six years after the date of Final Payment or longer if such a claim is pending or threatened at the end of such six years.

If the Authority elects to contest any such claim, it will bear the expense of such contest.

B. Rental of Construction Equipment

The rental by the Contractor or subcontractor of construction equipment not owned by the Contractor or subcontractors for use in the performance of the Contract will also not be subject to New York State or New York City sales or compensating use taxes, provided that:

- 1.) the Contractor's and any subcontractor's use of construction equipment rented from others, and any agreement for such rental, is based upon the agency arrangement provided for in the clause hereof entitled "Agency for Rental of Construction Equipment" and the Contractor and subcontractors have performed all their obligations under said clause;
- 2.) delivery of said equipment is to the construction site;
- 3.) the Contractor or subcontractor has furnished to the lessor the statement from the Authority identifying this Contract as the one under which the Contractor or subcontractor has been authorized to rent said equipment and identifying the construction site to which delivery must be made;
- 4.) the invoice for said equipment is made out to the Authority and prescribes the place of delivery; and
- 5.) the amounts payable for rental of said equipment do not exceed the amount of compensation payable in connection with the Work.

In view of the above, the Contractor should not include in his price(s) any amounts for New York State and New York City sales and compensating use taxes on such rentals of equipment.

If (i) any claim is made against the Contractor by the State or City of New York for sales or compensating use taxes on such rental of construction equipment or (ii) any claim is made against the Contractor by a materialman, lessor or a subcontractor on account of a claim against such materialman, lessor or subcontractor by the State or City of New York for sales or compensating use taxes on rental of said equipment, then the Authority will reimburse the Contractor in an amount equal to the amount of such tax required to be paid in accordance with the requirements of law, provided that the provisos listed above in this numbered clause as A.1 through A.3 and B.1 through B.5 are complied with.

If the Authority elects to contest any such claim, it will bear the expense of such contest.

24. PERFORMANCE AND PAYMENT BOND

If the Authority shall in its sole discretion so elect at the time of accepting the Contractor's Proposal, the Contractor shall furnish a bond for the faithful performance of all obligations imposed upon him by the Contract and also for the payment of all lawful claims of subcontractors, materialmen and workmen arising out of the performance of the Contract. Such bond shall be in the form bound herewith entitled, "Performance and Payment Bond", shall be in a penal sum stipulated in the form bound herewith, and such bond shall be signed by one or more sureties¹⁴ satisfactory to the Authority. The bond may be executed on a separate copy of such form not physically attached to this Contract booklet. In any case, both the form of bond bound herewith and any unattached executed copy thereof shall form a part of this Form of Contract as though herein set forth in full.

At any time after the opening of Proposals, the Authority may give notice to one or more bidders to advise the Authority as to the names of their proposed sureties. Within forty-eight hours thereafter each bidder so notified shall so advise the Authority. The giving of such notice to a bidder shall not be construed as an acceptance of his Proposal, and omission to give such notice shall not be construed as an election by the Authority not to require a bond.

If the Authority elects to require the Contractor to furnish a bond, he shall deliver such bond to the Authority within seven days after receipt by him of the acceptance of his Proposal, and the sureties thereon shall be as proposed by him, provided, that if the Authority has theretofore given notice to him that his proposed sureties or any of them are not satisfactory, the bond shall be executed by other sureties satisfactory to the Authority.

The Authority shall give notice to the Contractor within ten (10) days after receipt of the Performance and Payment Bond as to whether or not such bond is satisfactory.

In the event of a default by the Contractor in his obligation to furnish a satisfactory bond within seven (7) days after he received an acceptance of his Proposal, such default shall entitle the Authority in its discretion to terminate this Contract at any time within forty-five (45) days after the acceptance of the Proposal, without any liability on the part of the Authority. Inasmuch as the damages to the Authority resulting from a termination by it upon the failure of the Contractor to furnish a satisfactory bond will include items whose accurate amount will be difficult or impossible to compute, such damages shall be liquidated in the sum of the following amounts:

- A. The excess, if any, of the Contractor's Fee in the Proposal finally accepted over that in the Proposal of the Contractor.
- B. The expense of such new advertisement of the Contract, if any, as may be deemed necessary by the Authority; and
- C. The sum of \$500 for each day after the receipt by the Contractor of the acceptance of his Proposal that the performance of the Contract is not commenced by reason of the failure of the Contractor to furnish the required bond.

¹⁴ Sureties must be corporations (commonly known as "surety companies"), authorized to do business as sureties in the state(s) in which the construction site is located, whose names appear on the current list of the Treasury Department of the United States in effect at the time of submission of the Performance and Payment Bond to the Authority as acceptable as sureties to the Treasury Department. In addition, the aggregate underwriting limitations on any one risk as set forth in the aforementioned list of the Treasury Department of the sureties shall equal or exceed the penal sum of the Performance and Payment Bond.

In the recovery of the damages above specified, the Authority may proceed against the sum represented by the certified check deposited with it or against the Bid Bond and take such other action as it may deem best in the public interest.

If the Contractor furnishes a bond in accordance with the requirements of the Authority under this numbered clause, the Authority shall reimburse the Contractor for the net amount actually paid by him to the surety or sureties as the premium on such bond. The Contractor shall deliver to the Engineer receipts from the surety or sureties evidencing such payment and the amount thereof. Within fifteen days after receipt of such evidence satisfactory to the Engineer, the Authority shall pay to the Contractor by check the amount provided in this numbered clause.

If at any time the Authority shall be or become dissatisfied with any surety or sureties then upon any bond furnished in accordance with the requirements of the Authority, or if for any other reason such bond shall cease to be adequate security to the Authority, the Contractor shall, within five days after notice from the Authority so to do, substitute a new bond in such form and sum and signed by such other sureties as may be necessary in the opinion of the Authority to constitute adequate security.

CHAPTER II
COMPENSATION AND PAYMENTS

25. CONTRACTOR'S COMPENSATION

The Contractor's entire compensation under the Contract shall be sum of the following amounts:

- A. Amounts approved by the Engineer and actually paid by the Contractor in accordance with the clause entitled "Solicitation".
- B. Amounts equal to Administrative Expenses approved by the Engineer in accordance with paragraph A. and B. of the clause entitled "Administrative and General Conditions Expenses".
- C. Amounts equal to General Conditions Expenses approved by the Engineer in accordance with paragraph C. of the clause entitled "Administrative and General Conditions Expenses".
- D. An amount equal to the Net Cost of such Work, performed in accordance with the clause hereof entitled "Net Cost", such amount to be computed by the Engineer in accordance with the clause hereof entitled "Net Cost".

- E. An amount equal to ONE AND FIFTY FOUR
percent HUNDRETHS PERCENT

(1.54%) of the portion of the sum of the amounts computed in accordance with A., Paragraph B. of the clause entitled "Administrative and General Conditions Expenses", C. and D. above (herein called the Contractor Fee).

- F. The following amounts:
 - 1.) Amounts deemed reasonable by the Engineer for the preparation of working drawings and catalog cuts pursuant to the Section of Division 1 of the Specifications entitled "Shop Drawings, Catalog Cuts and Samples".
 - 2.) Amounts deemed reasonable by the Engineer for the design of temporary structures pursuant to the Section of Division 1 of the Specifications entitled "Temporary Structures".
 - 3.) An amount equal to the actual amount paid by the Contractor as the net increase in premiums (in excess of the premiums for insurance coverage

2006 JUN 21 PM 2:46

PROCUREMENT

* Insert the percentage in numbers and in writing, to two decimal places (e.g. Eight and No Hundredths Percent - 8.00%). In case of discrepancy between percentages quoted in writing and those quoted in figures, the writing shall control.

normally carried by the Contractor) if any, to provide insurance in accordance with the clause hereof entitled "Insurance Procured by the Contractor".

- 4.) Amounts deemed reasonable by the Engineer for the preparation of record drawings pursuant to the Section of Division 1 of the Specifications entitled "Utility Record Drawings"
- 5.) Amounts other than those specified in this clause that are specifically provided for elsewhere in this Contract setting forth actual defined additions to or deductions from the Contractor's compensation provided hereinabove.

The Contractor's Fee provided in E. above shall cover the cost of all expenses other than those specified in A., B., C., D. and F., above, whether the Work is performed by the Contractor or subcontractor(s). The multiplier applied to B. above, in accordance with clause 27.A. shall cover the cost of all benefits, fringes, etc. paid to labor performing administrative work.

CHAPTER II

COMPENSATION AND PAYMENTS

25. CONTRACTOR'S COMPENSATION

The Contractor's entire compensation under the Contract shall be sum of the following amounts:

- A. Amounts approved by the Engineer and actually paid by the Contractor in accordance with the clause entitled "Solicitation".
- B. An amount equal to the Net Cost of such Work, such amount to be computed by the Engineer in accordance with the clause hereof entitled "Net Cost".
- C. An amount equal to _____ percent
(_____%)* of the Net Cost of the Work Order .
- D. The following amounts:
 - 1.) Amounts deemed reasonable by the Engineer for the preparation of working drawings and catalog cuts pursuant to the Section of Division 1 of the Specifications entitled "Shop Drawings, Catalog Cuts and Samples".
 - 2.) Amounts deemed reasonable by the Engineer for the design of temporary structures pursuant to the Section of Division 1 of the Specifications entitled "Temporary Structures".
 - 3.) An amount equal to the actual amount paid by the Contractor as the net increase in premiums (in excess of the premiums for insurance coverage normally carried by the Contractor) if any, to provide insurance in accordance with the clause hereof entitled "Insurance Procured by the Contractor".
 - 4.) Amounts deemed reasonable by the Engineer for the preparation of record drawings pursuant to the Section of Division 1 of the Specifications entitled "Utility Record Drawings".
 - 5.) Amounts other than those specified in this clause that are specifically provided for elsewhere in this Contract setting forth actual defined additions to or deductions from the Contractor's compensation provided hereinabove.

The Contractor's Fee provided in C. above shall cover the cost of all expenses other than those specified in A., B. and D., above, whether the Work is performed by the Contractor or subcontractor(s).

Insert the percentage in numbers and in writing, to two decimal places (e.g. Eight and No Hundredths Percent - 8.00%). In case of discrepancy between percentages quoted in writing and those quoted in figures, the writing shall control.

26. SOLICITATION

The Engineer will provide the Contractor with Contract Drawings and Specifications and other information for the Contractor to prepare subcontractor bid packages for the performance of construction at the Port Authority Bus Terminal. The Contractor shall prepare subcontractor bid packages for review by the Engineer. After the Engineer has approved the subcontractor bid packages, the Contractor shall solicit written proposals, as noted below, from as many subcontractors, approved by the Engineer, as feasible and shall obtain a minimum of three bids. The Engineer shall be notified of all bid openings and pre-award discussions or negotiation, if any, and, at his option, may attend these bid openings and meetings. The Contractor shall prepare a written report for each Work Order setting forth the number of bids solicited, actual bids received and the bidders name and submit the written report with a recommendation to award and minutes of all bid openings and pre-award discussions or negotiation, if any, to the Engineer within forty-eight (48) hours of the day following such bid openings and meetings, if any.

The Contractor shall initially solicit lump sum, unit price or combination unit price and lump sum proposals from subcontractors. The Contractor shall award no subcontract without the Engineer's prior review, approval and selection. In the event the Engineer selects one of such proposals, the Contractor shall accept such lump sum, unit price or unit price and lump sum proposal from the subcontractor and have such work performed by such subcontractor.

In the event the Engineer does not select one of the aforementioned subcontractor proposals, and if directed by the Engineer, the Contractor shall solicit written proposals, from as many subcontractors approved by the Engineer, as feasible and shall obtain a minimum of three bids where the method of compensation contained in such proposal is as specified in the clause entitled "Net Cost" plus a fee equal to a bid percentage applied to the Net Cost of Work as approved by the Engineer.

The Contractor shall obtain the written approval of the Engineer for each subcontract the Contractor enters into including the subcontractor, the compensation and other terms of the subcontract.

27. ADMINISTRATIVE AND GENERAL CONDITIONS EXPENSES

As directed by the Engineer, the Contractor shall provide labor, equipment and material to staff and maintain a field office at the construction site for solicitation of proposals, for the coordination and direction of all work performed by subcontractors under each Work Order and work performed by subcontractors under each Work Order and work performed by subcontractors under any separate Work Orders issued by the Engineer and administrative services approved in advance by the Engineer for the supervision of the Work at the construction site and for performing such work as debris removal, temporary construction and other general conditions work approved by the Engineer. The Contractor shall submit to the Engineer for review and approval by the Engineer his associated paper work procedures, including but not limited to, tracking all submittals, submitting subcontractors for approval, documenting all aspects for the M/WBE participation plan, documenting changes to each Work Order after acceptance by the Authority, cost estimating, scheduling and coordination of all testing required under each Work Order, to be adhered to by the Contractor, analyzing the raw data furnished by the Contractor and evaluating the subcontractor's performance. The Contractor shall document all costs including Administrative Expenses related to each Work Order and provide such with each semi-monthly certificate. The Engineer will set priorities of importance for all Work. The schedule under which all Work is actually performed shall be prepared by the Contractor. The Contractor will be compensated for such labor, equipment and material in accordance with the clause entitled "Net Cost". The Contractor shall be compensated for services performed under this paragraph in the amount actually paid by the Contractor to third parties, as approved by the Engineer.

28. NET COST

- A. Net Cost shall be determined by the Engineer in accordance with the following provisions and shall include the following amounts as applicable:
- 1.) In the case of labor performed by the Contractor personally, or by a subcontractor approved by the Authority as required by the clause herein entitled "Approvals of Subcontracts, Purchases, Rentals and Sales" which is necessary for performance of Work required hereunder, an amount equal to the actual cost in money of the labor required for the Work.
 - a. As used in this numbered clause "labor" means on site labor necessarily performed at the construction site by the superintendent, foremen, surveyors, laborers, mechanics, timekeepers, and other employees directly employed at the construction site* by the Contractor or an approved subcontractor, and "cost of labor" means the wages actually paid and received by such employees engaged in operations under this Contract plus a proper proportion of (i) vacation allowances and union dues and assessments which the employer actually pays pursuant to contractual obligations upon the basis of such wages, (ii) vacation allowances which the employer actually pays to salaried employees (the employees to be included under this subsection ((ii)) being subjected to the approval of the Engineer), and (iii) taxes actually paid by the employer pursuant to law upon the basis of such wages.
 - b. No inclusion in Net Cost shall be made for any salaried employee whose salary and whose employment on the job has not been approved in advance by the Engineer in writing. No inclusion in Net Cost shall be made for any wage in excess of prevailing wage rates in the state in which the work is being performed without prior written approval of the Engineer. In addition to the foregoing, no inclusion in Net Cost shall be made for overtime (other than the straight time wages) unless approved in advance by the Engineer in writing; or for preparation of working drawings, catalog cuts or the design of temporary structures, if any.

In the case of labor performed partially at the construction site and partially away from such site, the Engineer shall determine which portion of such labor is classifiable as "labor" as that term is used in this numbered clause.

- 2.) In the case of permanent, temporary or consumable materials necessary for performance of Work required hereunder, an amount equal to the actual amounts paid by the Contractor or a subcontractor approved by the Authority as required by the clause herein entitled "Approvals of Subcontracts, Purchases, Rentals and Sales" for such material (less salvage value of temporary materials and any purchased tools and purchased equipment as provided in the immediately following sentence; such salvage value shall be as determined by the Engineer at the conclusion of the Work performed under a Work Order) plus the reasonable cost of inspection, testing, transportation, storage and handling of such materials all in strict conformity with purchase orders approved in writing by the Engineer. As used herein, materials shall include temporary materials (including temporary utility services) consumable items (including temporary sanitary facilities) and tools (excluding non powered hand tools) equipment, purchased if directed by the Engineer where the Engineer has determined that the Contractor will not be compensated for the use of such tools and equipment under subparagraph 5 below.
- 3.) If the Contractor is the manufacturer or producer of materials necessary for the performance of the Work Order, the reasonable cost to the Contractor of the manufacture, production, inspection, testing, transportation, storage and handling of such materials, provided said materials are manufactured or produced after the written approval of the Engineer is obtained.
- 4.) The net amounts actually paid by the Contractor or a subcontractor for items of expense approved in advance by the Engineer for field office expenses, including the actual cost in money of furnishing and maintaining any field office, trailer, utilities and sanitary facilities for trailers and engineering supplies.
- 5.) For rental of equipment (excluding non-powered hand tools) or construction aids (such as scaffolds, ladders, stairs, ramps, runways, platforms, railing, chutes and other such facilities) whether owned or not owned by the Contractor or a subcontractor an amount computed pursuant to the clause herein entitled "Computation of Rental for Construction Equipment", for equipment actually and necessarily used by the Contractor or a subcontractor, approved by the Authority as required by the clause hereof entitled "Approvals of Subcontracts, Purchases, Rentals and Sales" for the performance of the Work required hereunder.
- 6.) An amount equal to the actual cost in money, as approved by the Engineer in writing, expended by the Contractor or a subcontractor approved by the Authority as required by the clause herein entitled "Approvals of Subcontracts, Purchases, Rentals and Sales", for procuring bonds or permits approved by the Engineer as necessary for the performance of the Work required hereunder.
- 7.) The net amount actually paid by the Contractor for items of expense approved in advance by the Engineer for maintenance and protection of traffic as directed by the Engineer.

B. Exclusions

In computing the Net Cost of the Work, no amounts shall be included other than those expressly set forth above, it being agreed that the amounts specified in C. of the Form of Contract clause entitled "Contractor's Compensation" covers the cost of all other expenses whatsoever even though greater than anticipated by either party, including, but not limited to, the Contractor's or any subcontractor's home office expenses, plant, overhead, interest, profit; any insurance procured to supplement or in excess of insurance procured by the Authority; and all other items of cost and expense whether similar to or different from those herein named. Moreover, in determining the Net Cost of the Work there shall not be included any amount attributable to furnishing, delivering and maintaining non-powered hand tools, nor any amount not representing actual costs to the Contractor, and in particular, any discount, refund or credit received or receivable shall be applied to reduce the Net Cost of the Work, nor shall any amount be paid more than once even though fitting under more than one item provided for herein.

C. General

- 1.) No expenditure shall be included more than once in the Net Cost even though fitting under more than one item provided for above.
- 2.) The Contractor shall exercise his best efforts to avoid unnecessary expenditures and to keep expenditures to the minimum consistent with satisfactory performance of the Contract. Expenditures shall be included in the Net Cost only to the extent that they represent reasonable amounts for items described herein, as determined by the Engineer.
- 3.) No expenditure shall be included in the Net Cost on account of any subcontract agreement or other type of agreement unless the Contractor has complied with the provisions relating to such agreement set forth in the clause herein entitled "Approvals of Subcontracts, Purchases, Rentals and Sales". No payment of any type in connection with any such agreement shall be included in the Net Cost in addition to the original price here under unless such additional payment has been approved by the Engineer.
- 4.) When requested by the Engineer, before commencing the performance of any Work the Contractor shall furnish to the Engineer a memorandum showing the rates to be used in computing amounts to be included under subparagraph A.1.) above, and if any such rates shall change at any time or if Work is performed involving different rates for such amounts, the Contractor shall immediately furnish to the Engineer a memorandum showing such changes or different rates.

- 5.) The Contractor shall, at the end of each day on which Work is performed, furnish to the Engineer daily time slips showing the name or number of each employee whose salary or wages is to be included under subparagraph A.1.) above, the number of hours which he is employed on the Work and the character of his duties. Moreover, if the compensation to be paid by the Authority for any Work performed by a subcontractor is in whole or in part of the basis of cost of labor, equipment or other items of expense, the Contractor shall also, at the end of each day on which any such work is performed, furnish to the Engineer daily time slips and memoranda of the above types showing in similar detail the items of expense incurred for such Work. All the foregoing time slips and memoranda are for the purpose of enabling the Engineer to keep an accurate record of all items of expense incurred, to verify the amount of such expenses at the time they are incurred, and to determine the amount of the Net Cost, as above provided, and the furnishing thereof as above required shall be a condition precedent to payment. Accordingly the failure of the Contractor to furnish such time slips and memoranda as above required with regard to any items of expense allegedly incurred shall be deemed to be a conclusive and binding determination on his part that no such expenses were in fact incurred and shall be deemed to be a waiver by the Contractor of all rights to compensation for such expenses.
- 6.) The Contractor shall furnish copies of payrolls within one week after employees have been paid upon the basis of such payrolls.
- 7.) The Engineer, acting personally, shall have authority to agree in writing with the Contractor on behalf of the Authority on methods of computing, liquidating or determining any portion of the Net Cost for Work in accordance with the clause entitled "Administrative and General Conditions Expenses" in lieu of the methods above provided in this numbered clause. Notwithstanding the above, however, no guarantee is made that the Engineer, acting personally, will enter into any such agreement. In determining the Contractor's compensation, the amounts specified in C. of the clause entitled "Contractor's Compensation" shall be added to any such agreed upon amounts for the Net Cost of the Work for Work in accordance with the clause entitled "Administrative and General Conditions Expenses".

29. APPROVALS OF SUBCONTRACTS, PURCHASES, RENTAL AND SALES

As a condition precedent to the payment by the Authority to the Contractor of any amounts to be included pursuant to the clause herein entitled "Net Cost", the Contractor shall:

- A. As stipulated in the Form of Contract clause entitled "Assignments and Subcontracts", obtain the prior written approval of the Authority for each subcontract the Contractor desires to enter into, including the subcontractor and terms of the subcontract.
- B. Obtain the prior written approval of the Engineer, unless otherwise ordered by the Engineer, in which case the Contractor shall immediately obtain subsequent written approval, for any purchase or rental of materials, tools and equipment totaling more than One Thousand Dollars (\$1,000.00). Unless otherwise authorized in writing by the Engineer, the Contractor shall solicit at least two (2) telephone bids with respect to any such purchase or rental totaling more than One Thousand Dollars (1,000.00) but less than Five Thousand Dollars (\$5,000.00) and shall solicit at least three (3) written bids with respect to any such purchase or rental totaling more than Five Thousand Dollars (\$5,000.00).

- C. With respect to any purchase or rental of materials, tools, equipment or construction aids containing any one item costing more than One Thousand Dollars (\$1,000.00), submit its proposed purchase order or rental agreement to the Engineer for approval. Such purchase order or rental agreement shall be accompanied by a memorandum stating the bids received and by copies of the appropriate bid or bids, in writing.
- D. Obtain prior written approval from the Engineer for any sales of used materials tools or equipment. Unless otherwise authorized in writing by the Engineer, the Contractor shall solicit at least two (2) telephone bids with respect to any such sales with an estimated value of more than One Thousand Dollars (\$1,000.00) but less than Five Thousand Dollars (\$5,000.00) and shall solicit at least three (3) written bids with respect to any such sales with an estimated value of more than Five Thousand Dollars (\$5,000.00).
- E. With respect to any sales of used materials, tools, equipment or construction aids containing any one item with an estimated value of more than One Thousand Dollars (\$1,000.00), submit proposed bill of sale to the Engineer for approval. Such bill of sale shall be accompanied by a memorandum stating the bids received and by copies of the appropriate bid or bids, if in writing.
- F. Check in all materials, tools, construction aids and equipment and have responsible representatives who have been previously designated and identified in writing to the Engineer submit all such original, signed delivery tickets along with the vendor's invoice. With respect to sales for salvage, the responsible representatives shall check out all used materials and shall forward signed delivery tickets to the Engineer after the salvage items are properly delivered.
- G. In addition to the above requirements, with respect to the rental of materials, tools, equipment or construction aids owned by the Contractor, submit in writing for approval by the Engineer a list of the equipment proposed to be used, including the estimated length of use.
- H. Notwithstanding anything to the contrary contained in this numbered clause, the Authority shall not be liable for any amount attributable to the purchase of non powered hand tools.

30. COMPUTATION OF RENTAL FOR CONSTRUCTION EQUIPMENT

The rental for equipment, whether owned by the Contractor or subcontractors or rented from others and notwithstanding the actual price of any rental or actual costs associated with such equipment, shall be computed by the Engineer on the basis of the following:

A.

- 1.) Hourly rental for those items of equipment listed in the "Rental Rate Blue Book" (published by Machinery Information Division, K III Directory Corporation, 1735 Technology Drive, Suite 410, San Jose, California 95110) hereinafter called "the Blue Book") shall be 100% of the applicable rates as listed in said book, reduced to an hourly basis (see formula below), except that such applicable rates shall be reduced by 50% for all hours of rental payable hereunder in excess of 8 hours each day. The edition of this publication to be used shall be the one in effect on the date of the actual rental of the equipment. "The Estimated Operating Cost per Hour" as set forth for such item of equipment in the Blue Book shall be added to the hourly rental for each hour that such equipment is actually engaged in performing Work. No amount for operating cost will be allowed during periods when such equipment is not actually engaged in performing Work (i.e. stand-by time). None of the provisions of the Blue Book shall be deemed referred to or included in this Contract except as specifically set forth in this Section.
- 2.) If no listing of rental rate for the item of tools, equipment or construction aid is in the Blue Book, the Engineer shall determine the reasonable rate of rental of the particular item of tool, equipment or construction aid by such other means as he finds appropriate.

B. When utilizing the rental rates appearing in the Blue Book, the Engineer shall determine the applicable rate and the hourly rental determined therefrom by applying the following criteria:

- 1.) The rate to be applied for an item of tool, equipment or construction aid used on a particular Work Order shall be the daily, weekly or monthly rates from the foregoing publication based on the total number of work days or portions thereof that a particular item of tool, equipment or construction aid, or substitute item of equipment is at the construction site for use by the Contractor or subcontractors whether under this Contract or any other contract with the Authority. Included within this period will be (i) work days of idleness of the tool, equipment or construction aid at the construction site whether such idleness results from acts or omissions of the Contractor, Authority or third persons, breakdowns in the tool, equipment or construction aid or any other cause, (ii) work days on which the equipment is removed from the construction site solely to enable the performance of repairs thereon, and (iii) work days intervening between the removal of tool, equipment or construction aid from the construction site for repairs and the delivery to the construction site of the same or substitute tool, equipment or construction aid. The number of work days in the period for each rate shall be as indicated below:

Three work days or less	daily rate
More than three work days but not more than fifteen work days	weekly rate
More than fifteen work days	monthly rate

The pro rata portion which one hour bears to the applicable rate shall be determined in accordance with the following formula:

Hourly rate based on daily rental	1/8 of daily rental from Blue Book
Hourly rate based on weekly rental	1/40 of from weekly rental Blue Book
Hourly rate based on monthly rental	1/176 of from monthly rental Blue Book

- 2.) The rental rate shall be multiplied by the applicable regional adjustment factor shown for such item of tool, equipment or construction aid in the Blue Book. The adjustment factor shall not apply to the hourly operating cost.
 - 3.) If the Engineer should determine that the nature, number of pieces or size of the tool, equipment or construction aid used by the Contractor in connection with the Work is more pieces, or larger or more elaborate, as the case may be, than the size or nature of the minimum equipment determined by the Engineer to be suitable for the Work, the reasonable rental will not be based upon the tool, equipment or construction aid used by the Contractor but will be based on the smallest quantity or smallest or least elaborate tool, equipment or construction aid determined by the Engineer to have been suitable for the performance of the Work.
- C. There will be added to the rental as computed above (a) the reasonable cost of transporting such tool, equipment or construction aid to and from the construction site, (b) with respect to Work performed in New Jersey, the taxes on the rental actually paid by the Contractor or subcontractor and (c) notwithstanding the number of hours during which such of tool, equipment or construction aid is utilized, the minimum rental therefor will be for a period of eight hours.
- D. Notwithstanding anything to the contrary contained in this numbered clause, the Authority shall not be liable for any amount attributable to the rental of non powered hand tools.

31. COMPENSATION FOR SUBCONTRACTED EXTRA WORK

Should the Contractor subcontract a lump sum, unit price or unit price and lump sum Work Order solicited in accordance with the clause entitled "Solicitation" and should the Engineer direct that Extra Work be performed by the subcontractor so solicited, compensation for such Extra Work shall be computed as follows:

- A. The Engineer, acting personally, shall have authority to agree in writing with the Contractor on behalf of the Authority upon lump sum or other compensation for Extra Work under lump sum, unit price or unit price and lump sum Work Orders issued in accordance with the clause entitled "Solicitation" in lieu of the compensation for which provision is hereinafter made in this numbered clause.

B. If such agreement on compensation is not made, and Extra Work be performed, the subcontractor's compensation shall be increased by the following amounts and such amounts only:

- 1.) An amount equal to the actual net cost in money of the labor and materials required for such Subcontracted Extra Work, plus fifteen per cent (15%) of such net cost, plus such rental for equipment (other than small tools) required for such Subcontracted Extra Work as computed in accordance with the clause entitled "Computation of Rental for Construction Equipment".

As used in this numbered clause (and in this clause only):

"Labor" means foremen, surveyors, laborers, mechanics and other employees below the rank of superintendent, exclusive of timekeepers, directly employed at the construction site, whether employed by the Contractor or by the subcontractors, subject to the Engineer's authority to determine what employees of any category are "required for Subcontracted Extra Work under Work Orders issued in accordance with the clause entitled "Solicitation"" and as to the portion of their time allotted to Subcontracted Extra Work under Work Orders issued in accordance with the clause entitled "Solicitation"; and "cost of labor" means the wages actually paid to and received by such employees plus a proper proportion of (a) vacation allowances and union dues and assessments which the employer actually pays pursuant to contractual obligation upon the basis of such wages, and (b) taxes actually paid by the employer pursuant to law upon the basis of such wages. "Employees" as used above means only the employees of one employer.

"Materials" means temporary and consumable materials as well as permanent materials; and "cost of materials" means the price (including taxes actually paid by the Contractor pursuant to law upon the basis of such materials) for which such materials are sold for cash by the manufacturers or producers thereof, or by regular dealers therein, whether or not such materials are purchased directly from the manufacturer, producer or dealer (or if the Contractor is the manufacturer or producer thereof, the reasonable cost to the Contractor of the manufacture and production), plus the reasonable cost of delivering such materials to the construction site in the event that the price paid to the manufacturer, producer or dealer does not include delivery and in case of temporary materials, less their salvage value, if any.

"Work day" in reference to an item of equipment means a day other than a Saturday, Sunday or legal holiday except that if the particular item of equipment is actually utilized at the construction site by the Contractor or subcontractors under this or any other Contract with the Authority on a Saturday, Sunday or legal holiday said day shall be deemed a work day.

The rental for equipment, whether owned by the Contractor or subcontractors or rented from others and notwithstanding the actual price of any rental or actual costs associated with such equipment, shall be computed by the Engineer in accordance with the clause entitled "Computation of Rental for Construction Equipment".

In the case of labor performed partially at the construction site and partially away from such site, the Engineer shall determine which portion of such labor is classifiable as "labor" as that term is used in this numbered clause.

Whenever any Subcontracted Extra Work under Work Orders issued in accordance with the clause entitled "Solicitation" is performed (whether by the Contractor directly or through a subcontractor), the Contractor shall, at the end of each day, submit to the Engineer (a) daily time slips showing the name and number of each workman employed on such Work, the number of hours which he is employed thereon, the character of his duties, and the wages to be paid to him, (b) a memorandum showing the state and federal taxes based on such wages, and vacation allowances and union dues and assessments which the employer actually pays pursuant to contractual obligation upon the basis of such wages (c) a memorandum showing the amount and character of the materials furnished for such Work, from whom they were purchased and the amount to be paid therefor, and (d) a memorandum of equipment used in the performance of such Work, together with the rental claimed therefor. Such memoranda and time slips are for the purpose of enabling the Engineer to determine the amounts to be paid by the Authority under this numbered clause; and accordingly, they shall constitute a condition precedent to such payment and the failure of the Contractor to furnish them with respect to any Work shall constitute a conclusive and binding determination on his part that such Work is not Subcontracted Extra Work under Work Orders issued in accordance with the clause entitled "Solicitation" and shall constitute a waiver by the Contractor of claims for payment for such Work. In the event that the Engineer and the Contractor shall agree in writing upon a lump sum or other compensation for Subcontracted Extra Work under Work Orders issued in accordance with the clause entitled "Solicitation" in lieu of compensation as provided in the second paragraph of this clause, the daily time slips and memoranda required by this paragraph shall not be required subsequent to the date on which such agreement has been reached.

32. COMPENSATION FOR SUBCONTRACTED PREMIUM TIME

When the Engineer directs the Contractor to perform Work Orders issued in accordance with the clause entitled "Solicitation" in lieu of the days and hours of Work directed on such Work Order, where, as a result of such change, the subcontractor is obligated by the provisions of its applicable collective bargaining agreements to pay premium time rates for Work performed on such other days and hours, then, the Contractor shall be compensated for such subcontract Work an amount equal to the total of the following:

An amount equal to the premium time portion of the salaries and wages which the employer is required to pay and actually pays to its employees pursuant to the terms of its applicable collective bargaining agreements for the overtime period or periods described above, plus a proper proportion, if any, computed upon the basis of premium time salaries and wages of (1) taxes actually paid by the employer pursuant to law, (2) vacation allowances, other fringe benefits and union dues and assessments which the employer actually pays pursuant to contractual obligations, and (3) increased premiums paid by the Contractor specifically allocable to the insurance required by this Contract, plus five per cent (5%) of such premium portion.

Any addition to the Contractor's Compensation provided for in this clause requires the prior written approval of the Engineer and is conditioned on the Contractor's payment of such amounts to his subcontractor.

33. SEMI-MONTHLY ADVANCES

On or about the first and fifteenth day of each month, the Engineer shall (upon receipt from the Contractor of such information as he may require, including a certification in writing, that he has paid and caused his subcontractors to pay at least the prevailing rate of wage and supplements required by the clause hereunder entitled "Prevailing Rate of Wage"), estimate and certify to the Authority the approximate amount of Work performed and compensation earned by the Contractor up to that time.

As an aid to the Contractor and to facilitate his performance, the Authority shall within fifteen days after the receipt of each such semi-monthly certificate, advance to the Contractor by check the sums so certified, minus, however, either ten percent (10%) of the applicable sum of the amounts earned in accordance with the clause entitled "Solicitation" and the clause entitled "Administrative and General Conditions Expenses" and certified by the Engineer up to that time or One Hundred Thousand Dollars (\$100,000.00), whichever is less, and minus all prior advances and payments to the Contractor or for his account, and minus payments by the Authority to lessors of construction equipment.

Within seven days of receipt of any sum attributable to Work performed by a subcontractor or materialman or within such later period as is provided in the subcontract or purchase agreement, the Contractor shall advance to the subcontractor or materialman said sum, less such amount, if any, as the Contractor is authorized to retain under the subcontract or purchase agreement.

Notwithstanding the above, the Authority shall have the right, at its sole discretion, to directly pay the subcontractors and material suppliers who perform Work for or furnish materials to the Contractor in connection with the Work of this Contract.

Prior to certifying any amount for payment hereunder, the Engineer may require that the Contractor submit a certification accurately and fully setting forth the total amount due and payable to each subcontractor and supplier for Work performed or materials provided by such subcontractor or supplier in connection with the Work of this Contract. Any payment made by the Authority to a subcontractor or supplier pursuant to the provisions of this numbered clause shall be made in reliance upon such certification and all such payments shall be considered as advances to the Contractor of the compensation payable hereunder. No such payment shall relieve the Contractor of any of its obligations hereunder.

The Contractor shall submit to the Engineer a listing of all subcontract and material supply agreements entered into by the Contractor for the performance of Work required by the Contract. Such listing shall include the names and addresses of each such subcontractor and supplier and the amounts payable under each such agreement. As and when any modifications are made to such agreements or any additional subcontracts of supply agreements are entered into, the Contractor shall inform the Engineer of such and shall indicate the amounts payable thereunder.

Furthermore, within fifteen (15) days of the Contractor's receipt of the Authority acceptance of the Contractor's Proposal, the Contractor shall submit to the Engineer a listing of all subcontract and material supply agreements entered into by the Contractor for the performance of Work required by this Contract. Such listing shall include the names and addresses of each such subcontractor and supplier and the amounts payable under each such agreement. As and when any modifications are made to such agreements or any additional subcontracts or supply agreements are entered into, the Contractor shall inform the Engineer of such and shall indicate the amounts payable thereunder.

Nothing contained herein shall be deemed to create any additional rights in such subcontractors or suppliers or to alter the rights of the Authority as such are set forth in the clause hereof entitled "Withholding of Payments"

34. FINAL PAYMENT

After the rendition of the Certificate of Final Completion and upon receipt from the Contractor of such information as may be required, the Engineer shall certify in writing to the Authority and to the Contractor the total compensation earned by the Contractor.

If so required, the Contractor shall thereupon (i) certify to the Authority in writing, in such form as may be required pursuant to the clause hereunder entitled "Prevailing Rate of Wage", that he has paid and caused his subcontractors to pay at least the prevailing rate of wage and supplements required by such clause and (ii) furnish to the Authority a detailed sworn statement of all claims, just and unjust, of subcontractors, materialmen and other third persons then outstanding and which he has reason to believe may thereafter be made on account of the Work.

Within thirty days after issuance of such certificate of total compensation earned (or within thirty days after receipt of the documents provided for in the immediately preceding paragraph, if required), the Authority shall pay to the Contractor by check the amount stated in said certificate, less all other payments and advances whatsoever to or for the account of the Contractor. All prior estimates and payments shall be subject to correction in this payment, which is throughout this Contract called the Final Payment.

The acceptance by the Contractor, or by anyone claiming by or through him, of Final Payment shall be and shall operate as a release to the Authority of all claims and of all liability to the Contractor for all things done or furnished in connection with the Contract and for every act and neglect of the Authority and others relating to or arising out of the Contract, including claims arising out of breach of contract and claims based on claims of third persons, excepting only his claims for reimbursement for certain sales taxes as hereinbefore provided. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations in connection with this Contract or the Performance and Payment Bond.

The Contractor's agreement as provided in the immediately preceding paragraph above shall be deemed to be based upon the consideration forming part of this Contract as a whole and not to be gratuitous; but in any event even if deemed gratuitous and without consideration, such agreement as provided in the immediately preceding paragraph above shall nevertheless be effective. Such release shall include all claims, whether or not in litigation and even though still under consideration by the Authority or the Engineer. Such release shall be effective notwithstanding any purported reservation of right by the Contractor to preserve such claim. The acceptance of any check designated as "Final Payment" or bearing any similar designation shall be conclusively presumed to demonstrate the intent of the Contractor that such payment was intended to be accepted as final, with the consequences provided in this numbered clause, notwithstanding any purported reservation of rights.

The Contractor agrees that he shall not be entitled to, and hereby waives any right he might otherwise have to, and shall not seek any judgment whether under this Contract or otherwise for any such Final Payment or for an amount equivalent thereto or based thereon, or for any part thereof, if such judgment would have the effect of varying, setting aside, disregarding or making inapplicable the terms of this numbered clause or have the effect in any way of entitling the Contractor to accept such Final Payment or an amount equivalent thereto or based thereon or any part thereof other than in the same fashion as a voluntary acceptance of a Final Payment subject to all the terms of this Contract including this numbered clause, unless and until the Contractor should obtain a judgment on any claim arising out of or in connection with this Contract (including a claim based on breach of contract) for an amount not included in said Final Payment. In any case in which interest is allowable on the amount of the Final Payment, such interest shall be at the rate of 6% per annum for the period, if any, in which such interest is due.

35. WITHHOLDING OF PAYMENTS

If (1) the Contractor fails to perform any of his obligations under this Contract or any other agreement between the Authority and the Contractor (including his obligation to the Authority to pay any claim lawfully made against him by any materialman, subcontractor or workman or other person which arises out of or in connection with the performance of this Contract or any other agreement with the Authority) or (2) any claim (just or unjust) which arises out of or in connection with this Contract or any other agreement between the Authority and the Contractor is made against the Authority or (3) any subcontractor under this Contract or any other agreement between the Authority and the Contractor fails to pay any claims lawfully made against him by any materialman, subcontractor, workman or other third person which arises out of or in connection with this Contract or any other agreement between the Authority and the Contractor or if in the opinion of the Chief Engineer any of the aforesaid contingencies is likely to arise, then the Authority shall have the right, in its discretion, to withhold out of any payment (final or otherwise and even though such payment has already been certified as due) such sums as the Chief Engineer may deem ample to protect it against delay or loss or to assure the payment of just claims of third persons, and to apply such sums in such manner as the Chief Engineer may deem proper to secure such protection or satisfy such claims. All sums so applied shall be deducted from the Contractor's compensation. Omission by the Authority to withhold out of any payment, final or otherwise, a sum for any of the above contingencies, even though such contingency has occurred at the time of such payment, shall not be deemed to indicate that the Authority does not intend to exercise its right with respect to such contingency. Neither the above provisions for rights of the Authority to withhold and apply monies nor any exercise or attempted exercise of, or omission to exercise, such rights by the Authority shall create any obligation of any kind to such materialmen, subcontractors, workmen or other third persons.

Until actual payment to the Contractor, his right to any amount to be paid under this Contract (even though such amount has already been certified as due) shall be subordinate to the rights of the Authority under this numbered clause.

In the event that wages and/or supplements have been paid in an amount less than as required by this Contract, the Authority shall also have the right to withhold from the Contractor out of any payment, final or otherwise, on this, or any other open contract that the Contractor has with the Authority, so much as may be necessary to pay to laborers, mechanics, architects, draftsmen, engineers and technical workers, and others employed on the Work, the difference between the sums such persons should have received as wages and/or supplements and the amounts they actually received, and to pay such sums over to such persons. All such payments shall be deemed to be payments for the Contractor's account. In addition, the Contractor shall be required to pay to the Authority an amount equal to the Authority's cost of any investigation conducted by or on behalf of the Authority, that discovers a failure to pay wages and/or supplements as required by this Contract by the Contractor or its subcontractors, the cost of such investigation to be determined by the Chief Engineer personally. If the Contractor fails or refuses to pay for the cost of any such investigation after demand by the Authority, the Authority may deduct from any amount payable to the Contractor by the Authority, under the Contract or under any other open contract between the Contractor and the Authority, an amount equal to the cost of such investigation.

If, however, the payment of any amount due to the Contractor shall be improperly delayed by the fault of the Authority, the Authority shall pay the Contractor interest thereon at the rate of six percent (6%) per annum for the period of delay, it being agreed that such interest shall be in lieu of and in liquidation of any damages to the Contractor because of such delay.

CHAPTER III

PROVISIONS RELATING TO TIME

36. TIME FOR COMPLETION AND DAMAGES FOR DELAY

The Contractor shall complete the performance of all Work required by each Work Order within the time(s) specified by the Engineer in such Work Order.

The Contractor shall not commence the performance of the first Work Order until the later of the following dates:

- A. If a Performance and Payment Bond is required, the date of receipt by him of notice from the Authority that the Performance and Payment Bond furnished by him is satisfactory;
- B. Chapter V of the "Form of Contract" contains a clause entitled "Insurance Procured by Contractor". The date of receipt by him of notice from the Authority that the insurance procured by him pursuant to said clause is satisfactory, as evidenced by the certificate to be furnished in accordance with said clause.

The time for completion shall not be extended on account of the time required to furnish the documents referred to in subparagraphs (A) and (B) above, but the Authority shall give notice to the Contractor within ten days after receipt of the Performance and Payment Bond or certificate of insurance as to whether or not such bond or insurance is satisfactory.

The Contractor's obligation to start the Work at the Construction Site within the time or times provided for in this Contract is of the essence for this Contract. The Contractor guarantees that he can and will commence the performance of the Work and progress the Work within the time hereinbefore stipulated or within the time as extended in accordance with the clause hereof entitled "Extensions of Time". Inasmuch as the damage and loss to the Authority which will result from delay in commencing the performance of the Work within the time herein stipulated will include items of loss whose amount will be incapable or very difficult of accurate estimation, the damages to the Authority for each calendar day by which the Contractor does not commence performance of the Work within the time or times above stipulated or within such time or times as extended in accordance with the clause hereof entitled "Extensions of Time", shall be liquidated in the sum of Five Hundred Dollars (\$500) per calendar day.

The Contractor shall notify the Engineer of the time he plans to commence Work at the Construction Site at least 2 days prior to such time.

37. TERM OF CONTRACT

The term of the Contract shall commence on the date of the Authority acceptance of the Contractor's Proposal and shall terminate on the date 3 years after the date of the Authority's acceptance of the Contractor's Proposal. However, if a Work Order is issued prior to the date 3 years after the date of the Authority's acceptance of the Contractor's Proposal that requires Work to be performed after the aforementioned 3 year period, the Contractor shall perform such Work and the Contract shall continue in full force and effect until the completion of such Work Order.

This Contract may be terminated by the Authority at any time during the term of this Contract. The Authority shall have the right to terminate this Contract or any part thereof, without cause, at any time, upon 30 days written notice to the Contractor. The right of termination described above shall be in addition to any rights and remedies that the Authority would have at law or in equity resulting from the Contractor's breach of this Contract.

38. EXTENSIONS OF TIME

The time above provided for completion of any part of the Contract shall be extended (subject, however, to the provisions of this numbered clause) only if in the opinion of the Engineer the Contractor is necessarily delayed in completing such part by such time solely and directly by a cause which meets all the following conditions:

- A. Such cause is beyond the Contractor's control and arises without his fault;
- B. Such cause comes into existence after the opening of Proposals on this Contract and neither was nor could have been anticipated by investigation before such opening.

39. DELAYS TO CONTRACTOR

As between the Contractor and the Authority, the Contractor assumes the risk of all suspensions of or delays in performance of the Contract, regardless of the length thereof, arising from all causes whatsoever, whether or not relating to this Contract, including wrongful acts or omissions of the Authority, its officers, agents, employees and contractors, except only to the extent, if any, that compensation or an extension of time may be due as expressly provided for elsewhere in this Contract for such suspension or delays and except to the extent, if any, that compensation may be agreed to by the Chief Engineer in writing pursuant to the clause hereof entitled "Compensation for Extra Work" for impact costs incurred by the Contractor in connection with the performance of Extra Work. Subject only to such exceptions, the Contractor shall bear the burden of all costs, expenses and liabilities which he may incur in connection with such suspensions or delays, and all such suspensions, delays, costs, expenses and liabilities of any nature whatsoever, whether or not provided for in this Contract, shall conclusively be deemed to have been within the contemplation of the parties.

Notwithstanding any provisions of this Contract, whether relating to time of performance or otherwise, the Authority makes no representation or guaranty as to when the construction site or any part thereof will be available for the performance of the Contract or as to whether conditions at the construction site will be such as to permit the Contract to be performed thereon without interruption or by any particular sequence or method or as to whether the performance of the Contract can be completed by the time required under this Contract or by any other time.

Wherever in connection with this Contract it is required, expressly or otherwise, that the Authority shall perform any act relating to the Contract, including making available or furnishing any real property, materials, or other things, no guaranty is made by the Authority as to the time of such performance and the delay of the Authority in fulfilling such requirement shall not result in liability of any kind on the part of the Authority except only to the extent, if any, that an extension of time or compensation may be due as expressly provided for elsewhere in this Contract.

40. CANCELLATION FOR DELAY

If the performance of the Contract or any portion of it shall, in the opinion of the Chief Engineer, be materially delayed, whether or not through the fault of the Contractor, by any cause which affects the Contractor's ability to perform the Contract without affecting to the same degree the Authority's own ability to perform it, either directly or through others, the Authority shall have the right at any time during the existence of such delay to cancel this Contract as to any portion not yet performed, without prejudice to the rights, liabilities and obligations of the parties under this Contract arising out of portions already performed, provided, however, that such right of cancellation shall not exist if the delay be due to any wrongful act or omission of the Authority. In the event of such cancellation, no allowance shall be made for anticipated profits.

CHAPTER IV

CONDUCT OF CONTRACT

41. AUTHORITY OF CHIEF ENGINEER

Inasmuch as the public interest requires that the project to which this Contract relates shall be performed in the manner which the Authority, acting through the Chief Engineer, deems best, the Chief Engineer shall have absolute authority to determine what is or is not necessary or proper for or incidental to the portion thereof specified in the clause hereof entitled "General Agreement" and the Contract Drawings and Specifications shall be deemed merely his present determination on this point. In the exercise of this authority, he shall have power to alter the Contract Drawings and Specifications; to require the performance of Work not required by them in their present form, even though of a totally different character from that now required; and to vary, increase and diminish the character, quantity and quality of, or to countermand, any Work now or hereafter required. Such variation, increase, diminution or countermanding need not be based on necessity but may be based on convenience.

If at any time it shall be, from the viewpoint of the Authority, impracticable or undesirable in the judgment of the Chief Engineer to proceed with or continue the performance of the Contract or any part thereof, whether or not for reasons beyond the control of the Authority, he shall have authority to suspend performance of any part or all of the Contract until such time as he may deem it practicable or desirable to proceed. Moreover, if at any time it shall be, from the viewpoint of the Authority impracticable or undesirable in the judgment of the Chief Engineer to proceed with or continue the performance of the Contract or any part thereof whether or not for reasons beyond the control of the Authority, he shall have authority to cancel this Contract as to any or all portions not yet performed and as to any materials not yet installed even though delivered. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions already performed, but no allowance shall be made for anticipated profits.

To resolve all disputes and to prevent litigation the parties to this Contract authorize the Chief Engineer to decide all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Contract (including claims in the nature of breach of Contract or fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal and claims of a type which are barred by the provisions of this Contract) and his decision shall be conclusive, final and binding on the parties. His decision may be based on such assistance as he may find desirable. The effect of his decision shall not be impaired or waived by any negotiations or settlement offers in connection with the question decided, whether or not he participated therein himself, or by any prior decision of the Engineer or others, which prior decisions shall be deemed subject to review, or by any termination or cancellation of this Contract.

All such questions shall be submitted in writing by the Contractor to the Chief Engineer for his decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. In any action against the Authority relating to any such question the Contractor must allege in his complaint and prove such submission, which shall be a condition precedent to any such action. No evidence or information shall be introduced or relied upon in such an action that has not been so presented to the Chief Engineer.

This numbered clause shall be governed by and construed in accordance with the law of the State of New York, without giving effect to its choice of law provisions.

42. AUTHORITY AND DUTIES OF ENGINEER

In the performance of the Contract, the Contractor shall conform to all orders, directions and requirements of the Engineer and shall perform the Contract to the satisfaction of the Engineer at such times and places, by such methods and in such manner and sequence as he may require, and the Contract shall at all stages be subject to his inspection. The Engineer shall determine the amount, quality, acceptability and fitness of all parts of the Work and shall interpret the Contract Drawings, Specifications and any orders for Extra Work. The Contractor shall employ *no equipment, materials, methods or men to which the Engineer objects*, and shall remove no materials, equipment or other facilities from the construction site without permission. Upon request, the Engineer shall confirm in writing any oral order, direction, requirements or determination.

The Contractor is requested to orally advise the Engineer of questions as they arise. Although such advice will not substitute for the written notice and information for which requirements are set forth elsewhere herein, it is anticipated that it will facilitate prompt decisions on the part of the Engineer and others.

The enumeration herein or in the Specifications of particular instances in which the opinion, judgment, discretion or determination of the Engineer shall control or in which the Contract shall be performed to his satisfaction or subject to his inspection, shall not imply that only the matters of a nature similar to those enumerated shall be so governed and performed, but without exception the entire Contract shall be so governed and so performed.

43. NOTICE REQUIREMENTS

No claim against the Authority shall be made or asserted in any action or proceeding at law or in equity, and the Contractor shall not be entitled to allowance of such claim, unless the Contractor shall have *complied with all requirements relating to the giving of written notice of the information with respect to such claim as provided in this numbered clause*. The failure of the Contractor to give such written notice and information as to any claim shall be conclusively deemed to be a waiver by the Contractor of such claim, such written notice and information being conditions precedent to such claim. As used herein "claim" shall include any claim arising out of, under, or in connection with, or in any way related to or on account of, this Contract (including claims in the nature of breach of Contract or fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal and claims of a type which are barred by the provisions of this Contract) for damages, payment or compensation of any nature or for extension of any time for performance of any part of this Contract.

The requirements as to the giving of written notice and information with respect to claims shall be as follows:

- A. Any matter for which requirements are set forth elsewhere in this Contract, or on Work Order(s) issued by the Engineer, as to notice and information, such requirements shall apply.
- B. In the case of all other types of claim, notice shall have been given to the Engineer, personally, as soon as practicable, and in any case, within 48 hours, after occurrence of the act, omission, or other circumstance upon which the claim is or will be based, stating as fully as practicable at the time all information relating thereto. Such information shall be supplemented with any further information as soon as practicable after it becomes or should become known to the Contractor, including daily records showing all costs which the Contractor may be incurring or all other circumstances which will affect any claim to be made, which records shall be submitted to the Engineer, personally.

The above requirements for notices and information are for the purpose of enabling the Authority to avoid waste of public funds by affording it promptly the opportunity to cancel or revise any order, change its plans, mitigate or remedy the effects of circumstances giving rise to a claim or take such other action as may seem desirable and to verify any claimed expense or circumstances as they occur, and the requirements herein for such notice and information are essential to this Contract and are in addition to any notice required by statute with respect to suits against the Authority.

The above referred to notices and information are required whether or not the Authority is aware of the existence of any circumstances which might constitute a basis for a claim and whether or not the Authority has indicated it will consider a claim.

No act, omission, or statement of any kind shall be regarded as a waiver of any of the provisions of this numbered clause or may be relied upon as such waiver except only either a written statement signed by the Executive Director of the Authority or a resolution of the Commissioners of the Authority expressly stating that a waiver is intended as to any particular provision of this numbered clause, and more particularly no discussion, negotiations, consideration, correspondence, or requests for information with respect to a claim by any Commissioner, officer, employee or agent of the Authority shall be construed as a waiver of any provision of this numbered clause or as authority or apparent authority to effect such a waiver.

Since merely oral notice or information may cause disputes as to the existence or substance thereof, and since notice, even if written, to other than the Authority representative above designated to receive it may not be sufficient to come to the attention of the representative of the Authority with the knowledge and responsibility of dealing with the situation only notice and information complying with the express provisions of this numbered clause shall be deemed to fulfill the Contractor's obligation under this Contract.

44. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, sex, color or national origin. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

- B. The Contractor shall send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commission for Human Rights, advising such labor union or representative of the Contractor's agreement under clauses A through H (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the Authority as part of the bid or negotiation of this Contract, the Contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of race, creed, sex, color or national origin and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under this Contract, shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the State Commission for Human Rights of such failure or refusal.
- C. The Contractor shall post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses A and B and such provisions of the State's laws against discrimination as the State Commission for Human Rights shall determine.
- D. The Contractor shall state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, sex, color or national origin.
- E. The Contractor shall comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, shall furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and shall permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for the purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

- F. This Contract may be forthwith canceled, terminated or suspended, in whole or in part, by the Authority upon the basis of a finding made by the State Commission for Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the State, the Authority or other public authority or agency of the State, until he has satisfied the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor by the Commission and an opportunity has been afforded him to be heard publicly before the State Commissioner of Human Rights or his designee. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.
- G. The Contractor shall include the provisions of clauses A through F in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor shall take such action in enforcing such provisions of such subcontract or purchase order as the Authority may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Authority, the Contractor shall promptly so notify the General Counsel to the Authority, requesting him to intervene and protect the interests of the Authority.
- H. The provisions of this numbered clause which refer to the State Commission for Human Rights, the Attorney General and the Industrial Commissioner are inserted in this Contract for the benefit of such parties, as well as for the benefit of the Authority, and said Commission, Commissioner and the Attorney General shall have a direct right of action against the Contractor to effectuate the intent of this clause.

45. AFFIRMATIVE ACTION REQUIREMENTS - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with the provisions set forth hereinafter. These provisions are modeled on the conditions for bidding on federal government contracts adopted by the Office of Federal Contract Compliance in 1978.

Each bidder, contractor or subcontractor (hereinafter called the Contractor) must fully comply with the clause entitled 'Equal Employment Opportunity' and these bid conditions. The Contractor commits itself to the goals for minority and female utilization set forth below and all other requirements, terms and conditions of these bid conditions by submitting a properly signed bid.

The Contractor shall appoint a company executive to assume the responsibility for the implementation of the requirements, terms and conditions of these bid conditions.

- A. The goals for minority and female participation, expressed in percentage terms, for the Contractor's workforce at the construction site under this Contract are as follows:

Minority, except laborers	30%
Minority, laborers	40%
Female, except laborers	6.9%
Female, laborers	6.9%

These goals are applicable to all construction Work performed at the construction site under the Contract.

The Contractor's compliance with this Section shall be based on its implementation of the clause entitled 'Equal Employment Opportunity', and specific affirmative action obligations required herein of minority and female employment and training must be substantially uniform throughout the length of the Contract and in each trade. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract. Compliance with the goals will be measured against the total work hours performed.

B.

- 1.) The Contractor shall provide written notification to the General Manager, Business and Job Opportunity, Office of Regional and Economic Development of the Port Authority of New York and New Jersey, within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under this Contract. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
- 2.) The Contractor shall submit a Workforce Projection Schedule, which shall be correlated to the progress schedule, within thirty days after acceptance of the proposal, for the approval of the Engineer. The Contractor shall maintain and periodically update it at intervals as required by the Engineer. The Workforce Projection Schedule shall include the time period in which each trade shall be utilized, the average number of workers required per trade on a weekly basis, the peak period for each trade, and the number of workers required per trade for the peak period on a weekly basis.

C.

- 1.) As used in these specifications:
 - a. Omitted
 - b. "Manager" means General Manager, Business and Job Opportunity, Office of Regional and Economic Development of the Authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;

- d. "Minority" includes:
- (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic persons of Puerto Rican, Mexican, Dominican, Cuban, Central or South American culture or origin, regardless of race;
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- 2.) Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the Work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 such provisions as are necessary for the Contractor to achieve the aggregate goals set forth above.
- 3.) Omitted.
- 4.) The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p hereof. The goals set forth above are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in the total workforce at the construction site under the Contract including employees of the Contractor and the subcontractors. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified. These goals may be achieved through utilization of journeyworkers and apprentices. In the event they are not achieved through the utilization of journeyworkers, the maximum number of apprentices provided for in the applicable collective bargaining agreement may be utilized to achieve said goals.
- 5.) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations hereunder.
- 6.) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

- 7.) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these provisions shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
- a. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - b. Develop maximum job opportunities for apprentices appropriate to the conditions of the Work and subject to the applicable collective bargaining agreement, in conjunction with training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7a above.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Manager when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations hereunder with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth.
- k. Tests and other selection requirements shall comply with 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations hereunder are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

- 8.) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p hereof provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.
- 9.) Goals for minorities and for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation hereof if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation hereof if a specific minority group of women is under-utilized).
- 10.) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 11.) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- 12.) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the clause entitled "Equal Employment Opportunity", including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered by the Authority. Any Contractor who fails to carry out such sanctions and penalties shall be in violation hereof.
- 13.) The Contractor, in fulfilling its obligations hereunder shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 hereof so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of these provisions, the Authority shall proceed accordingly.

- 14.) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports, including the Monthly Employment Utilization Report, relating to the provisions hereof as may be required and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- 15.) Nothing herein provided shall be construed as a limitation upon the application of any laws which establish standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

46. PREVAILING RATE OF WAGE

The Contractor shall pay or provide (and shall cause all subcontractors to pay or provide) to his or their workmen, laborers and mechanics (who are employed by him or them to work on an hourly or daily basis at any trade or occupation at or about the construction site) at least the prevailing rate of wage and supplements for others engaged in the same trade or occupation at the time and in the locality in which the Work is being performed as determined by the Engineer and notwithstanding that such rate may be higher than the rate in effect on the date of opening of Proposals.

For purposes of this Contract, the Engineer has determined that the prevailing rates of wage and supplements are those established by the Commissioner of Labor of the State of New York for the locality and for the period of time in which the Work is performed. The currently prevailing rates of wage and supplements are set forth in the Prevailing Rate Schedule annexed hereto and made a part hereof. These rates are subject to annual adjustment effective July 1st of each year and a Prevailing Rate Schedule reflecting all adjustments will be available for the Contractor's inspection on or about July 15th of each year on the 3rd Floor, 3 Gateway Center, Newark, New Jersey 07102 during regular business hours.

The provisions of this numbered clause are inserted in this Contract for the benefit of such workmen, laborers and mechanics as well as for the benefit of the Authority; and if the Contractor or any subcontractor shall pay or provide any such workman, laborer or mechanic less than the rates of wages and supplements above described, such workman, laborer or mechanic shall have a direct right of action against the Contractor or such subcontractor for the difference between the wages and supplements actually paid or provided and those to which he is entitled under this clause. If such workman, laborer or mechanic is employed by any subcontractor whose subcontract does not contain a provision substantially similar to the provisions of this clause (requiring the payment or provision of at least the above minimum, and providing for a cause of action in the event of the subcontractor's failure to pay or provide such wages and supplements) such workman, laborer or mechanic shall have a direct right of action against the Contractor. The Authority shall not be a necessary party to any action brought by any workman, laborer or mechanic to obtain a money judgment against the Contractor or any subcontractor pursuant to this numbered clause.

Nothing herein contained shall be construed to prevent the Contractor or any subcontractor from paying higher rates of wages or providing higher supplements than the minimum hereinbefore prescribed; and nothing herein contained shall be construed to constitute a representation or guarantee that the Contractor or any subcontractor can obtain workmen, laborers and mechanics for the minimum herein before prescribed.

The Contractor shall post at the Work site, in a place that is prominent, accessible and visible to all employees of the Contractor and its subcontractors during the daily time period that the Contractor and/or subcontractor performs Work at the site, the appropriate prevailing wage and supplement schedules. The Contractor must inform all employees, including those of its subcontractors, that they may obtain a copy of the prevailing wage and supplement schedule from the Contractor.

The Contractor and every subcontractor shall make and maintain weekly payroll records during the course of the Work and for the period set forth in the clause hereof entitled "Authority Access to Records" for all employees employed in the Work. Such records shall contain the name, address and social security number of each such employee, the employee's correct payroll classification, rate of pay and supplements, daily and weekly number of hours worked, deductions made and actual wages and supplements paid. The Contractor shall submit these weekly payroll records to the Authority (on forms furnished by the Authority) of all his payroll records and those of each of his subcontractors as the Authority may require with the Contractor's monthly Payment Application, together with an affidavit by the Contractor and by each subcontractor to the effect that such payroll records are correct and complete, the wage and supplement rates contained therein are not less than those required by the provisions of this Contract, and the classifications set forth for each employee conform with the work performed. Such copies and summaries and the original payroll records shall be available for inspection by the Authority (including its Inspector General), and the Contractor and its subcontractors shall permit such representatives to interview employees during working hours on the job site.

The Engineer may at any time request the Contractor to prepare a daily report on the the Authority form entitled *Contractor Daily Sign-In Sheet*, copies of which can be obtained from the Engineer, The *Contractor Daily Sign-In Sheet* shall be completed as follows:

- 1.) At the beginning of each workday the Contractor shall:
 - a. fill in the top of the *Contractor Daily Sign-In Sheet*, including the location, date, contractor/subcontractor name and contract number;
 - b. ensure that each employee, including those of subcontractors, has printed and signed his or her name and indicated his or her work classifications, the last four digits of his or her social security number, and his or her starting time;
- 2.) At the end of each workday, the Contractor shall:
 - a. ensure that each employee, including those of subcontractors, has signed out and indicated his or her ending time;
 - b. sign the Certification Statement at the bottom of the form to indicate that the information contained in the *Contractor Daily Sign-In Sheet* is true and accurate; and
 - c. submit the original completed form to the Engineer's representative.

In an area of his office at the Site of the Work which is accessible to his employees, the Contractor shall display such printed material as may be provided by the Engineer setting forth information for the employees of the Contractor and his subcontractors concerning the wage and supplemental benefit requirements set forth in this numbered clause. The Contractor shall also cause each of his subcontractors to display such material in a similarly accessible place in any office which the subcontractor maintains at the Site of the Work.

The Contractor's failure to comply with any provision of this numbered clause shall be deemed a substantial breach of this Contract.

47. TITLE TO MATERIALS

All materials to become part of the permanent construction shall be and become the property of the Authority upon delivery at the construction site or upon being especially adapted for use in or as a part of the permanent construction, whichever may first occur, subject however to the Contractor's assumption of risk under the clause hereof entitled "Risks Assumed by the Contractor", subparagraph A.

The Contractor shall promptly furnish to the Authority such bills of sale and other instruments as may be required by it, properly executed, acknowledged and delivered, assuring to it title to such materials, free of encumbrances and shall mark or otherwise identify all such materials as the property of the Authority.

48. ASSIGNMENTS AND SUBCONTRACTS

Any assignment or other transfer by the Contractor of this Contract or any part hereof or of any of his rights hereunder or of any monies due or to become due hereunder and any delegation of any of his duties hereunder without the express consent in writing of the Authority shall be void and of no effect as to the Authority, provided, however, that the Contractor may subcontract portions of the Work to such persons as the Engineer may, from time to time, expressly approve in writing. For each individual, partnership or corporation proposed by the Contractor as a subcontractor, the Contractor shall submit to the Authority a certification or, if a certification cannot be made, a statement by such person, partnership or corporation to the same effect as the certification or statement required from the Contractor pursuant to the clauses of the "Information For Bidders" entitled "Certification of No Investigation (Criminal or Civil Anti-Trust), Indictment, Conviction, Suspension, Debarment, Disqualification, Prequalification Denial or Termination, Etc; Disclosure of Other Required Information", "Non-Collusive Bidding and Code of Ethics Certification; Certification of No Solicitation Based on Commission, Percentage, Brokerage, Contingent Fee or Other Fee" and "Certification of Participation in a State-Registered Apprenticeship Program". The Certification of Participation in a State-Registered Apprenticeship Program shall only be applicable to each subcontractor whose total amount of subcontract under this Contract is greater than \$1 Million Dollars. All further subcontracting by any subcontractor shall also be subject to such approval of the Engineer. Approval of a subcontractor may be conditioned on (among other things) the furnishing, without expense to the Authority, of a surety bond guaranteeing payment by the subcontractor of claims of materialmen, subcontractors, workmen and other third persons arising out of the subcontractor's performance of any part of the Work.

No consent to any assignment or other transfer, and no approval of any subcontractor, shall under any circumstances operate to relieve the Contractor of any of his obligations; no subcontract, no approval of any subcontractor and no act or omission of the Authority or the Engineer shall create any rights in favor of such subcontractor and against the Authority; and as between the Authority and the Contractor, all assignees, subcontractors, and other transferees shall for all purposes be deemed to be agents of the Contractor. Moreover, all subcontracts and all approvals of subcontractors shall be and, regardless of their form, shall be deemed to be conditioned upon performance by the subcontractor in accordance with this Contract; and if any subcontractor shall fail to perform the Contract to the satisfaction of the Engineer, the Engineer shall have the absolute right to rescind his approval forthwith and to require the performance of the Contract by the Contractor personally or through other approved subcontractors.

49. CLAIMS OF THIRD PERSONS

The Contractor undertakes to pay all claims lawfully made against him by subcontractors, materialmen and workmen, and all claims lawfully made against him by other third persons arising out of or in connection with or because of the performance of this Contract and to cause all subcontractors to pay all such claims lawfully made against them.

50. CERTIFICATES OF PARTIAL COMPLETION

If at any time prior to the rendition of the Certificate of Final Completion, any portion of the permanent construction has been satisfactorily completed, and if in the judgment of the Engineer such portion of the permanent construction is not necessary for the operations of the Contractor but will be immediately useful to and is needed by the Authority for other purposes, the Engineer may render to the Authority and to the Contractor a certificate in writing to that effect (herein called a Certificate of Partial Completion), and thereupon or at any time thereafter the Authority may take over and use the portion of the permanent construction described in such Certificate and exclude the Contractor therefrom.

The rendition of a Certificate of Partial Completion shall not be construed to constitute an extension of the Contractor's time to complete the portion of the permanent construction to which it relates in the event that he has failed to complete the same in accordance with the terms of this Contract. Moreover, the acceptance of a Certificate of Partial Completion by the Authority shall not operate to release the Contractor or his sureties from any obligations under or upon this Contract or the Performance and Payment Bond.

51. CERTIFICATE OF FINAL COMPLETION

After the satisfactory completion of all Work whatsoever required and the making of such tests and inspections as may be necessary or desirable, the Engineer shall render to the Authority and to the Contractor a certificate in writing (herein called the Certificate of Final Completion) certifying that in his opinion all Work under this Contract, including Extra Work, has been completed in accordance with the Contract Drawings and Specifications and the requirements of the Engineer, and certifying the date as of which it was so completed.

The rendition of the Certificate of Final Completion shall not be construed to constitute an extension of the Contractor's time for performance in the event that he has failed to complete the Work in accordance with the terms of this Contract. Moreover, the acceptance of the Certificate of Final Completion by the Authority shall not operate to release the Contractor or his sureties from any obligations under or upon this Contract or the Performance and Payment Bond.

The rendition of the Certificate of Final Completion For All Work Under Work Orders Issued Prior To One Year After Acceptance Of The Contractor's Proposal shall not be construed to constitute an extension of the Contractor's time for performance in the event that he has failed to complete the Work under Work Orders issued prior to one year after acceptance of the Contractor's Proposal in accordance with the terms of this Contract. Moreover, the acceptance of the Certificate of Final Completion under Work Orders issued prior to one year after acceptance of the Contractor's Proposal by the Authority shall not operate to release the Contractor or his sureties from any obligations under or upon this Contract or the Performance and Payment Bond.

52. NO GIFTS, GRATUITIES, OFFERS OF EMPLOYMENT, ETC.

During the term of this Contract, the Contractor shall not offer, give or agree to give anything of value either to an Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing the Authority, or to a member of the immediate family (i.e, a spouse, child, parent, brother or sister) of any of the foregoing, in connection with the performance by such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Authority of duties involving transactions with the Contractor on behalf of the Authority, whether or not such duties are related to this Contract or any other Authority contract or matter. Any such conduct shall be deemed a material breach of this Contract.

As used herein "anything of value" shall include but not be limited to any (a) favors, such as meals, entertainment, transportation (other than that contemplated by the Contract or any other Authority contract), etc., which might tend to obligate the Authority employee to the Contractor, and (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment or business opportunity. Such term shall not include compensation contemplated by this Contract or any other Authority contract.

Where used in this clause, the term "Authority" shall be deemed to include all subsidiaries of the Authority. Currently, those subsidiaries are the Port Authority Trans-Hudson Corporation (PATH), the Newark Legal and Communications Center and the New York and New Jersey Railroad Corporation.

In addition, during the term of this Contract, the Contractor shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated as of April 11, 1996 (a copy of which is available upon request to the Office of the Secretary of the Authority).

The Contractor shall include the provisions of this clause in each subcontract entered into under this Contract.

CHAPTER V
WARRANTIES MADE AND LIABILITY
ASSUMED BY THE CONTRACTOR

53. CONTRACTOR'S WARRANTIES

The Contractor represents and warrants:

- A. That he is financially solvent, that he is experienced in and competent to perform the type of services contemplated by this Contract, that the facts stated or shown in any papers submitted or referred to in connection with his Proposal are true, and, if the Contractor be a corporation, that it is authorized to perform this Contract;
- B. That he has carefully examined and analyzed the provisions and requirements of this Contract and inspected the construction site, that from his own investigations he has satisfied himself as to the nature of all things needed for the performance of this Contract, the general and local conditions and all other matters which in any way affect this Contract or its performance, and that the time available to him for such examination, analysis, inspection and investigations was adequate;
- C. That the Contract is feasible of performance in accordance with all its provisions and requirements and that he can and will perform it in strict accordance with such provisions and requirements;
- D. That no Commissioner, officer, agent or employee of the Authority is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder; and
- E. That, except only for those representations, statements or promises expressly contained in this Contract, no representation, statement or promise, oral or in writing, of any kind whatsoever by the Authority, its Commissioners, officers, agents, employees or consultants has induced the Contractor to enter into this Contract or has been relied upon by the Contractor, including any with reference to: (1) the meaning, correctness, suitability, or completeness of any provisions or requirements of this Contract; (2) the nature, existence or location of materials, structures, obstructions, utilities or conditions, surface or subsurface, which may be encountered at the construction site; (3) the nature, quantity, quality or size of the materials, equipment, labor and other facilities needed for the performance of this Contract; (4) the general or local conditions which may in any way affect this Contract or its performance; (5) the price of the Contract; or (6) any other matters, whether similar to or different from those referred to in (1) through (5) immediately above, affecting or having any connection with this Contract, the bidding thereon, any discussions thereof, the performance thereof or those employed therein or connected or concerned therewith.

Moreover, the Contractor accepts the conditions at the construction site as they may eventually be found to exist and warrants and represents that he can and will perform the Contract under such conditions and that all materials, equipment, labor and other facilities required because of any unforeseen conditions (physical or otherwise) shall be wholly at his own cost and expense, anything in this Contract to the contrary notwithstanding.

Nothing in the Work Orders issued by the Engineer, Contract Drawings, if any, or Specifications or any other part of the Contract is intended as or shall constitute a representation by the Authority as to the feasibility of performance of this Contract or any part thereof. Moreover, the Authority does not warrant or represent either by issuance of the Work Orders issued by the Engineer, Contract Drawings, if any, and Specifications or by any provision of this Contract as to time for performance or completion or otherwise that the Contract may be performed or completed by the times required herein or by any other times.

The Contractor further represents and warrants that he was given ample opportunity and time and by means of this paragraph was requested by the Authority to review thoroughly all documents forming this Contract prior to opening of Proposals on this Contract in order that he might request inclusion in this Contract of any statement, representation, promise or provision which he desired or on which he wished to place reliance; that he did so review said documents, that either every such statement, representation, promise or provision has been included in this Contract or else, if omitted, that he expressly relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Contract without claiming reliance thereon or making any other claim on account of such omission.

The Contractor further recognizes that the provisions of this numbered clause (though not only such provisions) are essential to the Authority's consent to enter into this Contract and that without such provisions, the Authority would not have entered into this Contract.

54. RISKS ASSUMED BY THE CONTRACTOR

The Contractor assumes the following distinct and several risks, whether they arise from acts or omissions (whether negligent or not) of the Contractor, of the Authority, or of third persons, or from any other cause, and whether such risks are within or beyond the control of the Contractor, excepting only risks which arise solely from affirmative acts done by the Authority subsequent to the opening of Proposals on this Contract with actual and wilful intent to cause the loss, damage and injuries described in subparagraphs A through C below:

- A. The risk of loss or damage to the permanent construction prior to the rendition of the Certificate of Final Completion (other than loss or damage to the portions of the permanent construction with respect to which Certificates of Partial Completion have been issued), and the Contractor shall forthwith repair, replace and make good any such loss or damage to the permanent construction without cost to the Authority;
- B. The risk of claims, fines or penalties, just or unjust, made by third persons or assessed by courts or governmental agencies or entities against the Contractor or the Authority on account of injuries (including wrongful death), loss, damage or liability of any kind whatsoever arising or alleged to arise out of or in connection with the performance of the Work (whether or not actually caused by or resulting from the performance of the Work) or out of or in connection with the Contractor's operations or presence at or in the vicinity of the construction site or Authority premises, including claims against the Contractor or the Authority for the payment of workers' compensation, whether such claims, fines or penalties are made or assessed and whether such injuries, damage, loss and liability are sustained at any time both before and after the rendition of the Certificate of Final Completion;

- C. The risk of loss or damage to any property of the Contractor, and of claims made against the Contractor or the Authority for loss or damage to any property of subcontractors, materialmen, workmen and others performing the Work, occurring at any time prior to completion of removal of such property from the construction site or Authority premises or the vicinity thereof.

The Contractor shall indemnify the Authority against all claims described in subparagraphs B and C above and for all expense incurred by it in the defense, settlement or satisfaction thereof, including expenses of attorneys, except where indemnity would be precluded by New York State General Obligations Law, Section 5-322.1 or by other applicable law. If so directed, the Contractor shall defend against any claim described in subparagraphs B and C above, in which event he shall not without obtaining express advance permission from the General Counsel of the Authority raise any defense involving in any way jurisdiction of the tribunal, immunity of the Authority, governmental nature of the Authority or the provisions of any statutes respecting suits against the Authority. Unless a claim is one which the Contractor is not required to indemnify the Authority against as described in the first sentence of this paragraph, such defense shall be at the Contractor's cost.

The provisions of this numbered clause shall also be for the benefit of the Commissioners, officers, agents and employees of the Authority, so that they shall have all the rights which they would have under this numbered clause if they were named at each place above at which the Authority is named, including a direct right of action against the Contractor to enforce the foregoing indemnity, except, however, that the Authority by action of its Board of Commissioners may at any time in its sole discretion and without liability on its part cancel the benefit conferred on any of them by this numbered clause, whether or not the occasion for invoking such benefit has already arisen at the time of such cancellation.

Neither the issuance of a Certificate of Completion nor the making of Final Payment shall release the Contractor from his obligations under this numbered clause. Moreover, neither the enumeration in this numbered clause nor the enumeration elsewhere in this Contract of particular risks assumed by the Contractor or of particular claims for which he is responsible shall be deemed (a) to limit the effect of the provisions of this numbered clause or of any other clause of this Contract relating to such risks or claims, (b) to imply that he assumes or is responsible for risks or claims only of the type enumerated in this numbered clause or in any other clause of this Contract, or (c) to limit the risks which he would assume or the claims for which he would be responsible in the absence of such enumerations.

55. NO THIRD PARTY RIGHTS

Nothing contained in this Contract is intended for the benefit of third persons, except to the extent that the Contract specifically provides otherwise by use of the words "benefit" or "direct right of action".

56. INSURANCE PROCURED BY THE AUTHORITY

In order to reduce the cost of this Contract, the Authority will procure and will maintain in force and pay the premiums on:

- A. A policy of primary public liability (Comprehensive - Commercial General Liability, including Contractual) insurance on which the Contractor and the subcontractors will be insureds issued by an insurance company satisfactory to the Authority, with current coverage limits of \$2 million per occurrence combined single limit for bodily injury and property damage liability.

- B. Policies of excess public liability insurance from various insurers, with combined coverage limits of \$23 million per occurrence, excess of the primary \$2 million insurance coverage.
- C. A policy of workers' compensation and employer's liability insurance fulfilling the Contractor's and the subcontractor's obligations under the applicable State Workers' Compensation Law for those employees of the Contractor and the subcontractors employed pursuant to this Contract in operations conducted at the site of the Work hereunder. Coverage under this policy may, as appropriate, include one or more of the following endorsements:
- 1.) Longshore and Harbor Workers' Compensation Act Coverage Endorsement. (Applies when performing work on or around navigable waters).
 - 2.) Maritime Coverage Endorsement (Applies to masters or members of the crews of vessels, if vessels are used).
 - 3.) Federal Employer's Liability Act Coverage Endorsement. (May apply to railroad related Work).

Determination in any instance as to the appropriateness of the included coverage described in C.1, 2 and 3 above will be made based upon information to be provided by the Contractor relating to the mode of performance of work to be done under the Contract.

The policy described in C above will not provide coverage for any workers' compensation for the Contractor and/or subcontractors who perform any asbestos Work. In such cases, the Contractor or subcontractors shall procure and maintain, at their own expense, the workers' compensation insurance in accordance with the requirements of law in the state(s) where the work will take place, along with employer's liability insurance (in limits of not less than \$1 million per occurrence).

Should the Contractor and/or subcontractors be required to procure the workers' compensation insurance, within ten days after the acceptance of its Proposal the Contractor shall deliver to the General Manager, Risk Management, The Port Authority of NY & NJ, Treasury Department, 225 Park Avenue South, 12th Floor, New York, N.Y. 10003 (Attn: Contract Insurance Review), an original certificate, stating the Contract number, from the insurer. A duplicate certificate evidencing the above insurance shall also be delivered to the Engineer. With regard to insurance required to be procured by a subcontractor, the Contractor shall deliver the certificate described above at least ten days before the subcontractor commences Work.

The requirements for insurance procured by the Contractor or subcontractors shall not in any way be construed as a limitation on the nature or extent of the obligations of the Contractor or subcontractors.

- D. A policy of builder's risk insurance, covering the improvements or other Work to be effectuated by the Contractor and the subcontractors, with coverage limits of \$50 million per occurrence for all locations combined (subject to a \$50 million annual aggregate for flood and earthquake damage and a limit of \$10 million per occurrence for damage to off-site storage and property in-transit). The deductible is \$10,000 per occurrence for all losses except those caused by flood and earthquake, where a \$50,000 deductible per occurrence with respect to flood, and a \$25,000 deductible per occurrence with respect to earthquake are in effect. The policy form contains various exclusions, including but not limited to the following property exclusions: automobiles; aircraft; and Contractors' and subcontractors' machinery, tools, and equipment and property of a similar nature, including forms, shoring, scaffolding, temporary structures, rental property/equipment and similar property, not intended to become a permanent part of a building or structure. The Contractor and the subcontractors must refer to the policy form to determine all properties and perils included and excluded and to determine their rights and responsibilities as insureds under the policy form. The Contractor and the subcontractors are responsible for payment for all losses within the deductibles and losses not covered by the builder's risk policies.

The current policies described in A through D of this numbered clause are on file and available for examination by appointment in the office of the General Manager, Risk Management, The Port Authority of NY & NJ, Treasury Department, 225 Park Avenue South, 12th Floor, New York, N.Y. 10003. The policies under A and B above are subject to certain liability coverage exclusions, which include, but are not limited to, exclusions from liability from claims arising from pollution and exposure to asbestos.

The Contractor and subcontractors shall comply with all obligations of the insured under or in connection with all of the policies described in A through D above.

The Authority shall have the right at any time and from time to time at its option to procure insurance substituting in whole or in part for any or all of the policies described in A through D above or to require that the Contractor and the subcontractors themselves obtain insurance substituting in whole or part for that above referred to, provided always, however, that the Contractor and the subcontractors shall be afforded coverage as stipulated by the Authority and the Authority shall either pay the premiums on such substitute insurance or reimburse the Contractor and the subcontractors therefor.

Neither the procurement of the above insurance or any substitute insurance nor the extent of the coverage or the limits of liability thereunder shall be construed to be a limitation on the nature or extent of the Contractor's obligations, or to relieve the Contractor of any such obligations, and the procurement of the above insurance is only for the purpose of reducing the cost of the Contract without constituting any representation by the Authority as to the adequacy of the insurance to protect the Contractor against the obligations imposed on the Contractor by law (except the applicable State Workers' Compensation Law) or by this or any other Contract.

Notwithstanding any provision of this clause, however, no subcontractor shall be or have the right to be covered under the policies of insurance above referred to until the subcontractor has been expressly approved in writing by the Engineer, as required under this Contract, and such approval may be withheld, among other reasons, until execution by the subcontractor of agreements affirming its obligations provided in this clause with respect to the above insurance.

The provisions of this numbered clause are not intended to create any rights for the Contractor other than rights which may be available to the Contractor under said policies themselves, whatever such rights may be. Moreover, the Authority makes no representation or guaranty, either by the provisions of this numbered clause or otherwise, as to the effect of or the coverage under said policies, and no employee or agent of the Authority is authorized to make any such representation or guaranty, either by the provisions of this numbered clause or otherwise, as to the effect of or the coverage under said policies, and no employee or agent of the Authority is authorized to make any such representation or guaranty or to offer any interpretation of or information on said policies. The Contractor warrants and represents that it has examined and is familiar with the above stated coverages and that in submitting its Proposal it has relied solely on its own interpretation thereof and not on any representations or statements, oral or written, of the Authority, its Commissioners, officers, agents, employees, consultants or contractors.

All negotiations and adjustments with any insurer concerning payment for any loss, the risk of which is borne by the Contractor under this Contract, shall be the responsibility of and shall be conducted by the Contractor unless the applicable policy provides otherwise. The Contractor shall, however, inform the Engineer of the progress of all such negotiations and notify the Engineer sufficiently in advance of all meetings thereon so that the Engineer or designated representatives may attend said negotiations if they so desire.

The Authority shall be entitled to all returned premiums, dividends and credits which may become payable at any time for any reason whatsoever in connection with the aforementioned insurance. The Contractor hereby assigns to the Authority all such returned premiums, dividends and credits and the subcontractors shall be deemed to have assigned to the Authority all such returned premiums, dividends and credits by becoming subcontractors under this Contract. The Contractor shall execute and cause the subcontractors to execute any instrument necessary or convenient to evidence the Authority's right to such returned premiums, dividends and credits.

Notwithstanding any payment by the Authority of any insurance premiums, the Authority shall not be deemed the employer of any employees hired by the Contractor or any subcontractor covered by such insurance nor shall it be liable for any of the obligations of such employer.

The Contractor and the subcontractors shall cooperate to the fullest extent with the Authority in all matters relating to the aforementioned insurance and shall comply with all requirements of all insurance policies procured by the Authority. They shall also at their own expense furnish the Engineer or a duly authorized representative with copies of all payrolls, correspondence, papers, records and other things necessary or convenient for dealing with or defending against any claims and for procuring or administering the aforementioned insurance including furnishing the name of any of their employees, officers, or agents whose presence or testimony is necessary or convenient in any negotiations or proceedings involving such insurance.

57. INSURANCE PROCURED BY CONTRACTOR

The Contractor, in its own name as insured, shall maintain and pay the premiums on the policy or policies of insurance for coverage(s) as hereinafter described, which shall cover its operations hereunder, shall be effective throughout the effective period of this contract, and shall afford coverage(s) in not less than the amounts set forth below:

- A. Commercial Automobile Liability Insurance covering "any" vehicles on the broadest commercially available form:
 - 1.) Combined single limit for bodily injury and property damage liability – \$ 2 Million each accident.

The Authority shall be named as an additional insured in the liability policy or policies and evidenced by the certificate(s) of insurance set forth above. The liability policy(ies) and the certificate(s) of insurance shall show coverage for cross-liability/severability of interests as provided under the standard ISO "separation of insureds" condition.

The Contractor shall deliver certified copies of the policy(ies) described above or certificate(s) of insurance evidencing the existence thereof to the Engineer at the location where the work will be performed, within ten (10) days after the acceptance of its Proposal. Such policy(ies) or certificate(s) shall state the contract number and shall contain a valid provision or endorsement that the policy(ies) may not be canceled, terminated, changed or modified without giving thirty (30) days written advance notice thereof to the Authority. Such policy(ies) and certificate(s) of insurance shall contain an additional endorsement providing that "the insurance carrier shall not, without obtaining express advance permission from the General Counsel of the Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Authority, raise any defense involving in any way the jurisdiction of the Authority, its Commissioners, officers, agents or employees, the governmental nature of the Authority or the provisions of any statute respecting suits against the Authority". Certified copies of all renewal policies or certificates evidencing their existence shall be delivered to the Engineer at the location where the work will be performed at least ten (10) days prior to the expiration date of each expiring policy. If at any time any of the certificates or policies shall be or become unsatisfactory to the Authority as to form or substance, or if the carrier issuing any such certificate or policy shall be or become unsatisfactory to the Authority, the Contractor shall promptly obtain a new and satisfactory certificate and policy. Upon request of the General Manager, Risk Management, the Contractor shall furnish the Authority with a certified copy of each policy stated above.

The requirements for insurance procured by the Contractor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Contractor under this contract. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Contractor against the obligations imposed on them by law or by this or any other Contract.

CHAPTER VI

RIGHTS AND REMEDIES

58. RIGHTS AND REMEDIES OF AUTHORITY

The Authority shall have the following rights in the event the Chief Engineer shall deem the Contractor guilty of a breach of any term whatsoever of this Contract:

- A. The right to take over and complete the Work or any part thereof as agent for and at the expense of the Contractor, either directly or through other contractors.
- B. The right to cancel this Contract as to any or all of the Work yet to be performed.
- C. The right to specific performance, an injunction or any other appropriate equitable remedy.
- D. The right to money damages.

For the purpose of this Contract, breach shall include but not be limited to the Contractor's failure to procure insurance satisfactory to the Authority within the time limit specified in the Clause hereof entitled "Insurance Procured By The Contractor" and the following, whether or not the time has yet arrived for performance of an obligation under this Contract: a statement by the Contractor to any representative of the Authority indicating that he cannot or will not perform any one or more of his obligations under this Contract; any act or omission of the Contractor or any other occurrence which makes it improbable at the time that he will be able to perform any one or more of his obligations under this Contract; any suspension of or failure to proceed with any part of the Work by the Contractor which makes it improbable at the time that he will be able to perform any one or more of his obligations under this Contract; any false certification at any time by the Contractor as to any material item certified pursuant to the clauses of the Information For Bidders entitled "Certification of No Investigation (Criminal or Civil Anti-Trust), Indictment, Conviction, Suspension, Debarment, Disqualification, Prequalification Denial or Termination, Etc; Disclosure of Other Required Information", "Non-Collusive Bidding and Code of Ethics Certification; Certification of No Solicitation Based on Commission, Percentage, Brokerage, Contingent Fee or Other Fee", and "Certification of Participation in a State-Registered Apprenticeship Program", any false certification at any time by the Contractor or a subcontractor pursuant to the clause "Prevailing Rate of Wage Certification" set forth in the Information for Bidders, or the willful or fraudulent submission of any signed statement pursuant to such clauses which is false in any material respect; or the Contractor's incomplete or inaccurate representation of its status with respect to the circumstances provided for in such clauses.

The enumeration in this numbered clause or elsewhere in this Contract of specific rights and remedies of the Authority shall not be deemed to limit any other rights or remedies which the Authority would have in the absence of such enumeration; and no exercise by the Authority of any right or remedy shall operate as a waiver of any other of its rights or remedies not inconsistent therewith or to estop it from exercising such other rights or remedies.

59. RIGHTS AND REMEDIES OF CONTRACTOR

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract which may be committed by the Authority, the Contractor expressly agrees that no default, act or omission of the Authority shall constitute a material breach of this Contract, entitling him to cancel or rescind it or (unless the Engineer shall so direct) to suspend or abandon performance.

60. PERFORMANCE OF WORK AS AGENT FOR CONTRACTOR

In the exercise of its right to take over and complete Work as agent for the Contractor, for which provision is made in the clause hereof entitled "Rights and Remedies of Authority", the Authority shall have the right to take possession of and use or permit the use of any and all plant, materials, equipment and other facilities provided by the Contractor for the purpose of the Work and the Contractor shall not remove any of the same from the site of the Work without express permission. Unless expressly directed to discontinue the performance of all Work, the Contractor shall continue to perform the remainder thereof in such manner as in no way will hinder or interfere with the portions taken over by the Authority.

In the certificate of total compensation earned, for which provision is made in the clause hereof entitled "Final Payment", the Engineer will separately state the amount of Work performed by the Authority as agent for the Contractor, credit to the Authority the cost thereof, and credit to the Contractor the compensation earned thereby; and the difference between them shall be payable by the Contractor to the Authority, or vice versa as the case may be. If such difference is in its favor, the Authority may deduct it from any moneys due the Contractor, and if such moneys be insufficient, the balance thereof shall be payable to it on demand; if in the Contractor's favor, it shall constitute part of the Final Payment.

The exercise by the Authority of its right to take over the Work shall not release the Contractor or his sureties from any of his or their obligations or liabilities under this Contract or the Performance and Payment Bond.

61. NO ESTOPPEL OR WAIVER

The Authority shall not be precluded or estopped by any acceptance, certificate or payment, final or otherwise, issued or made under this Contract or otherwise issued or made by it, the Engineer, or any officer, agent or employee of the Authority, from showing at any time the true amount and character of Work performed, or from showing that any such acceptance, certificate or payment is incorrect or was improperly issued or made; and the Authority shall not be precluded or estopped, notwithstanding any such acceptance, certificate or payment, from recovering from the Contractor any damages which it may sustain by reason of any failure on his part to comply strictly with this Contract, and any moneys which may be paid to him or for his account in excess of those to which he is lawfully entitled.

Neither the acceptance of the Work or any part thereof, nor any payment therefor, nor any order or certificate issued under this Contract or otherwise issued by the Authority, the Engineer, or any officer, agent or employee of the Authority, nor any permission or direction to continue with the performance of Work, nor any performance by the Authority of any of the Contractor's duties or obligations, nor any aid lent to the Contractor by the Authority in his performance of such duties or obligations, nor any other thing done or omitted to be done by the Authority, its Commissioners, officers, agents or employees shall be deemed to be a waiver of any provision of this Contract or of any rights or remedies to which the Authority may be entitled because of any breach thereof, excepting only a resolution of its Commissioners, providing expressly for such waiver. No cancellation, rescission or annulment hereof, in whole or as to any part of the Work, because of any breach hereof, shall be deemed a waiver of any money damages to which the Authority may be entitled because of such breach. Moreover, no waiver by the Authority of any breach of this Contract shall be deemed to be a waiver of any other or any subsequent breach.

CHAPTER VII

MISCELLANEOUS

62. SUBMISSION TO JURISDICTION

The Contractor hereby irrevocably submits himself to the jurisdiction of the Courts of the State of New York and to the jurisdiction of the Courts of the State of New Jersey in regard to any controversy arising out of, connected with, or in any way concerning the Proposal or this Contract. The Contractor agrees that service of process on the Contractor in relation to such jurisdiction may be made, at the option of the Authority, either by registered or certified mail addressed to the applicable office as provided for in the clause hereof entitled "Service of Notices on the Contractor", by registered or certified mail addressed to any office actually maintained by the Contractor or by actual personal delivery to the Contractor if the Contractor be an individual, to any partner if the Contractor be a partnership or to an officer, director or managing or general agent if the Contractor be a corporation.

Such service shall be deemed to be sufficient when jurisdiction would not lie because of the lack of basis to serve process in the manner otherwise provided by law. In any case, however, process may be served as stated above whether or not it might otherwise have been served in a different manner.

63. PROVISIONS OF LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included therein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

64. INVALID CLAUSES

If any provision of this Contract shall be such as to destroy its mutuality or to render it invalid or illegal, then, if it shall not appear to have been so material that without it the Contract would not have been made by the parties, it shall not be deemed to form part thereof but the balance of the Contract shall remain in full force and effect.

65. NON-LIABILITY OF THE AUTHORITY REPRESENTATIVES

Neither the Commissioners of the Authority nor any officer, agent, or employee thereof shall be charged personally by the Contractor with any liability or held liable to him under any term or provision of this Contract, or because of its execution or attempted execution, or because of any breach hereof.

66. SERVICE OF NOTICES ON THE CONTRACTOR

Whenever provision is made in this Contract for the giving of any notice to the Contractor, its deposit in any post office or post office box, enclosed in a postpaid wrapper addressed to the Contractor at his office, or its delivery to his office, shall be sufficient service thereof as of the date of such deposit or delivery, except to the extent, if any, otherwise provided in the clause entitled "Submission to Jurisdiction". Until further notice to the Authority the Contractor's office will be that stated in his Proposal. Notices may also be served personally upon the Contractor; or if a corporation, upon any officer, director, or managing or general agent; or if a partnership upon any partner.

67. MODIFICATION OF CONTRACT

No change in or modification, termination or discharge of this Contract, in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by the party to be charged therewith or his duly authorized representative, provided, however, that any change in or modification, termination or discharge of this Contract expressly provided for in this Contract shall be effective as so provided.

The authority of any person to order Extra Work or to alter the Contract Drawings and Specifications does not include the power to cancel, modify or waive any provision of the Form of Contract, and no officer or other representative of the Authority shall have the power so to do unless and until hereafter so authorized by or pursuant to a resolution of the Commissioners of the Authority or by or pursuant to a resolution of their appropriate Committee.

68. PUBLIC RELEASE OF INFORMATION

The Contractor and all his subcontractors shall not issue or permit to be issued any press release, advertisement, or literature of any kind, which refers to the Authority or the services performed in connection with this Contract, without first obtaining the written approval of the Chief Engineer. Such approval may be withheld if for any reason the Chief Engineer believes that the publication of such information would be harmful to the public interest or is in any way undesirable. This provision shall survive termination or expiration of this Contract.

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned¹⁵ Contractor and surety company (or companies), as principal and surety (or sureties), respectively,

Contractor

Surety

¹⁵ Insert names of the Contractor and surety company (or companies) in the appropriate columns. If space is insufficient add rider.

If the Contractor is a corporation, give the state of incorporation, using also the phrase "a corporation organized under the laws of _____".

If the Contractor is a partnership, give full names of partners, using the phrase "co-partners doing business under the firm name of _____".

If the Contractor is an individual using a trade name, give individual name, using also the phrase "an individual doing business under the trade name of _____".

are hereby held and firmly bound unto The Port Authority of New York and New Jersey (herein called the "Authority") in the penal sum of Fifty Five Million Dollars and No Cents (\$ 55,000,000.00), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, representatives, executors, administrators, successors and assigns. Each surety, however, if there is more than one, shall be jointly and severally liable for said penal sum.

Signed this _____ day of _____ 20

The condition of the above obligation is that

WHEREAS, the above named principal has entered into a Contract in writing with the Authority, a copy of which is hereby made a part of this bond as though herein set forth in full and which is designated *Contract BT-200.200 - "Port Authority Bus Terminal - Construction Program"*, and

WHEREAS, the Authority has required this bond for the faithful performance of all obligations imposed by said Contract and also for the payment of all lawful claims of subcontractors, materialmen and workmen arising out of the performance of said Contract;

NOW, if the said principal shall well and faithfully do and perform the things agreed by him to be done and performed according to the terms and true intent and meaning of said Contract and if all lawful claims of subcontractors, materialmen and workmen arising out of the performance of said Contract are paid, then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that, provided the sureties shall comply with the provisions hereof, the aggregate liability of all sureties for any and all claims hereunder shall in no event exceed the penal amount of this obligation as hereinbefore stated.

This undertaking is for the benefit the Authority and all subcontractors, materialmen and workmen having lawful claims arising out of the performance of said Contract, and all such subcontractors, materialmen and workmen (as well as the Authority itself) shall have a direct right of action upon this bond; but the rights and equities of such subcontractors, materialmen and workmen shall be subject and subordinate to those of the Authority.

The sureties, for value received, hereby stipulate and agree that the obligations of said sureties and their bond shall be in no way impaired or affected by any extensions of time, modification, omission, addition or change in or to the said Contract or the construction to be performed thereunder, or by any supervision or inspection or omission to supervise or inspect the construction, or by any payment thereunder before the time required therein, or by any waiver of any provision or condition thereof (whether precedent or subsequent), or by any assignment, subletting or other transfer thereof or of any part thereof or of any construction to be performed or any moneys due or to become due thereunder; and said sureties do hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulate and agree 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 sureties as though done by or in relation to said principal.

The sureties shall give the General Counsel of the Authority the following notices:

- A. Written notice of an intent to pay any claim of a subcontractor, materialman or workman hereunder;
- B. Written notice within five days of the institution of an action by a subcontractor, materialman or workman hereunder.

The sureties shall not pay the claim of any subcontractor, materialman or workman hereunder until the expiration of thirty days after receipt by said General Counsel of notice under either subparagraph A or B above, describing the claim to be paid.

IN WITNESS WHEREOF, the principal and the sureties 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 day and year first set forth above.

(Seal)

By ¹⁶

Principal

Surety

By ¹⁷ _____

APPROVED AS TO ACCEPTABILITY OF SURETIES:

Credit Manager

20

¹⁶ If bond is signed by an officer or agent, give title; if signed by a corporation, affix corporate seal.

¹⁷ Add signatures of additional sureties, if any.

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of _____

SS:

County of _____

On this _____ day of _____, 20____, before me personally came and appeared _____, 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.

(Seal) _____

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____

SS:

County of _____

On this _____ day of _____, 20____, before me personally came and 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.

(Seal) _____

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____

SS:

County of _____

On this _____ day of _____, 20____, before me personally came and appeared _____, to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

(Seal) _____

AFFIX ACKNOWLEDGMENT AND JUSTIFICATION OF SURETY

SPECIFICATIONS

DIVISION 1

GENERAL PROVISIONS

69. CONSTRUCTION REQUIRED BY THE SPECIFICATIONS

These Specifications relate generally to performing construction management work and to performing general conditions construction work at the Port Authority Bus Terminal, all as directed by the Engineer and in accordance with Work Order(s) issued by the Engineer; and "performance of Work" and words of similar import shall mean the furnishing of such facilities and the doing of such things.

The Specifications require the doing of all things necessary or proper for or incidental to the matter referred to in the immediately preceding paragraph.

70. AVAILABLE PROPERTY

Subject to the conditions elsewhere stated herein, those areas to be occupied by the permanent construction will be made available to the Contractor upon the commencement of his first operations at the construction site.

The Contractor will be permitted to use only so much of the aforesaid areas as is necessary for the performance of the Contract, and he must at all times so conduct his operations as not to encroach upon or block the portions used by others. The Engineer may at any time make joint or exclusive assignments of particular portions thereof, either to the Contractor or to others, and may take over and use for other purposes any portions which, in the opinion of Engineer, are not required for the performance of the Contract.

The Contractor shall daily clean up the areas made available to him so that they are free at all times of refuse, rubbish, scrap material or debris, within the section of Division 1 herein entitled "Safety Provisions" and any of the requirements contained in a particular Work Order .

71. OPERATIONS OF OTHERS

During the time that the Contractor is performing the Contract, other persons will be engaged in other operations on or about the construction site including Contractors performing work under other Authority contracts, Authority maintenance and operations and vehicular traffic all of which shall remain uninterrupted.

The Contractor shall so plan and conduct his operations as to work in harmony with others engaged at the construction site and not to delay, endanger or interfere with the operations of others (whether or not specifically mentioned above), all to the best interests of the Authority and the public and as may be directed by the Engineer.

72. LABOR ACTIONS

Whenever any labor strike, slowdown, work stoppage, picketing or other labor action which might interfere with the performance of the Contract, or of other Authority or PATH contracts or the operation of any Authority or PATH facility occurs at the construction site or at any other Authority or PATH facility as a result of the Contractor's (or its subcontractor's) utilization of particular means, methods or manpower to perform the Work required by the Contract, the Contractor shall pursue all remedies which are appropriate and available to him to avoid such interference.

73. CONTRACTOR'S MEETINGS

The Contractor shall conduct job progress and coordination meetings with subcontractors in his field office every two weeks, or as frequently as job conditions require or the Engineer may request. The Engineer shall be notified and, at his option, may attend these meetings. The Contractor shall prepare and distribute minutes to the Engineer and the subcontractors within forty-eight (48) hours of the day following the meetings.

The Contractor shall attend separate job progress and coordination meetings with the Engineer every two weeks, or at times otherwise requested by the Engineer.

74. CONTRACT DRAWINGS

Contract Drawings may be issued by the Engineer as part of a Work Order.

The Contract Drawings will not show all of the details of the Work and are intended only to illustrate the character and extent of the Work to be performed. Accordingly, they may be supplemented during the performance of the Work by the Engineer or by the Contractor subject to the approval of the Engineer, to the extent necessary to further illustrate the Work.

Nothing in the Contract Drawings will be intended as a representation as to the existence, nature or location of any utilities, structures, obstructions, conditions or materials except to the extent that such drawings expressly contain such a representation. An indication on the Contract Drawings of the existence, nature or location of any utilities, structures, obstructions, conditions or materials will not constitute a representation as to the conclusions to be drawn therefrom nor a representation that no others exist in addition to those shown, even in the same location; nor does the absence of any indication on said drawings of the existence, nature or location of any utilities, structures, obstructions, conditions or materials constitute a representation that none exist.

75. SPECIFICATIONS

Specifications may be issued by the Engineer as part of a Work Order.

76. SHOP DRAWINGS, CATALOG CUTS AND SAMPLES

When specifically directed by the Engineer in a Work Order, the Contractor shall specifically prepare for this Contract all Shop Drawings which may be required in addition to the Contract Drawings or in addition to any other drawings which the Engineer may issue in supplementing the Contract Drawings. As used in this contract, the terms "Working Drawings" and "Shop Drawings" are used interchangeably.

The Engineer shall have authority to agree in writing with the Contractor on behalf of the Authority upon compensation for the preparation of Working Drawings and Catalog Cuts prepared pursuant to this numbered Section, and no amount shall be included in the Net Cost for the preparation of such Working Drawings and Catalog Cuts.

The Port Authority uses Primavera Expedition software to track the status of Submittals provided by the Contractor. In order to facilitate this electronic tracking, the Contractor shall use the transmittal form that is provided at the pre-construction meeting, and shall forward it to the Engineer via a MAPI compliant e-mail system (e.g. Microsoft Outlook, CC mail, Lotus notes, etc.).

The Contractor's transmittals of Submittal data shall fully comply with the numbering and naming conventions and other procedures that will be provided by the Engineer to the Contractor at the pre-construction meeting.

All submissions shall be identified as the Engineer may require. The data shown on the Shop Drawings shall be complete with respect to quantities, dimensions, conformance to the specified performance and design criteria, materials, test results and similar information to enable the Engineer to review the submittal as required.

The Contractor shall also submit nine copies to the Engineer for review and approval pursuant to the approved submittal schedule, of all Catalog Cuts and samples for conformance to the requirements of the Contract Drawings and Specifications. All Catalog Cuts and samples shall have been reviewed by the Contractor and shall be accompanied by a specific written indication that the Contractor has reviewed the submittal for conformance with the Contract Drawings and Specifications and shall be identified clearly as to material, supplier, manufacturer's procedures and pertinent data such as catalog numbers and the use for which intended.

Before submission of each Shop Drawing, Catalog Cut and sample, the Contractor shall have determined and verified all quantities, dimensions, conformance to the specified performance and design criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed and coordinated each Shop Drawing or Catalog Cut with other Shop Drawings and Catalog Cuts and with other requirements of the Work.

At the time of each submission, the Contractor shall give the Engineer specific written notice of each variation in any Shop Drawing, Catalog Cut and sample from the requirements of the Contract Drawings or Specifications and, in addition, shall cause a specific notation of each such variation to be made on each submittal to the Engineer, for review and approval of each such variation.

The Engineer's review and approval of Shop Drawings, Catalog Cuts or samples shall not relieve the Contractor from responsibility for any variation from the requirements of the Contract Drawings or Specifications unless the Contractor has in writing called the Engineer's attention to each such variation at the time of submission as required hereunder and the Chief Engineer has given written approval of each by an express specific written notation thereof incorporated in or accompanying the Shop Drawing, Catalog Cut or sample approval. Approval of Shop Drawings, Catalog Cuts and samples which are inconsistent with the requirements of the Contract Drawings and Specifications shall not be deemed to waive or change such requirements or to relieve the Contractor of his obligations to perform such requirements unless the Chief Engineer shall expressly and specifically state that he is waiving or changing such requirements, as stated above.

Where a Shop Drawing, Catalog Cut or sample is required no related Work shall be performed prior to the Engineer's review and approval of the submission.

In preparing the Shop Drawings, the Contractor may adopt a sheet of any reasonable size which best suits his needs, but having adopted such size, all sheets thereafter of a similar nature shall be of the same size as that adopted. Each drawing shall have a margin on the top, bottom and right-hand side of one-half inch and on the left hand side a margin of one and one-half inches.

Upon receipt of the submittal, the Engineer will review the Shop Drawing, Catalog Cut or sample for conformance to the design information and materials shown on the Contract Drawings and contained in the Specifications. Approval by the Engineer shall not constitute a complete review or approval of the means, methods, techniques, sequences or procedures of construction, except where a specific means, method, technique, sequence or procedure of construction is specifically delineated in or required by the Contract Drawings or Specifications, and the approval shall not constitute a review and approval in regard to safety precautions or programs incident thereto. The review and approval of a separate item will not in itself indicate approval of the assembly in which the item functions. Any design shown on the Shop Drawings and prepared by the Contractor, his subcontractors, their detailers, or their professional engineers is the complete responsibility of the Contractor.

As soon as approval has been given to any Shop Drawing or Catalog Cut, the Contractor shall within five days send to the Engineer six prints, except that when the Engineer specifically so directs, nine prints shall be sent. After approval thereof, no change will be permitted thereon unless approved in writing by the Engineer.

Before final payment for the Work is made, the Contractor shall furnish to the Engineer one set of Shop Drawings, which have previously been prepared by the Contractor in accordance with requirements elsewhere specified in these Specifications, all clearly revised, completed and brought up to date showing the permanent construction as actually made. These drawings shall be in the form of Mylar reproducibles, from which clear prints can be made.

All drawings, data, calculations and other papers of any type whatsoever, whether in the form of writing, figures or delineations, which are prepared in connection with this Contract and submitted to the Authority shall become the property of the Authority. The Authority shall have the non-exclusive right to use or permit the use of all such drawings, data and other papers and any ideas or methods represented thereby for any purpose and at any time without additional compensation. No such papers shall be deemed to have been given in confidence. Any statement or legend to the contrary in connection with such drawings, data or other papers and in conflict with the provisions of this paragraph shall be void and of no effect.

77. SUBSTITUTION

Where a brand or make is specified in Specifications or called for or mentioned on the Contract Drawings, if any, and the phrases "similar and equal to" or "approved equal" are used in connection therewith, substitutions for the brands or makes specifically named may nevertheless be made only in accordance with the Section hereof entitled "Workmanship and Materials".

78. WORKMANSHIP AND MATERIALS

Workmanship and materials shall in every respect be free from defects of any kind and shall be in accordance with the best modern practice and whenever the Contract Drawings, Specifications or directions of the Engineer admit of a doubt as to what is permissible or fail to note the quality of any construction the interpretation which calls for the best quality is to be followed. Workmanship shall conform to applicable Specifications, manufacturer's instructions and recommendations for installation of products for the applications shown on the Contract Drawings, all of which shall be subject to the provisions of the Section of Division 1 GENERAL PROVISIONS entitled "Inspections and Rejections".

All items provided in this contract that use dates in the recording, storing or processing of information shall use such dates correctly at all times including using such dates correctly in the recording, storing or processing of information after January 1, 2000 (Year 2000 Compliant).

Materials and Equipment incorporated into the Work shall be new except as may be otherwise herein specifically required, and shall comply with make, size, type and quality specified, or as specifically approved in writing by the Chief Engineer in accordance with the Section of Division 1 GENERAL PROVISIONS entitled "Substitution".

Reference to standards of any society, institution, association, or governmental authority in the Specifications or on the Contract Drawings, whether specific or by implication, shall mean for such standards which are part of the building code in effect for Work of this Contract the edition date published in such code; and such references which are not part of the building code, shall mean the latest edition date in effect at the time of opening of Proposals upon the present Contract unless specifically stated otherwise.

If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment to be employed by the Contractor in performing the Work. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the approved instructions of the applicable supplier except as otherwise provided in the Contract Drawings or Specifications.

In case of a discrepancy between a description or requirement in the Contract Drawings and Specifications for any material or equipment and a catalog number or other designation for the same material or equipment (even though stated to be acceptable), the description or requirements shall control.

In various paragraphs of these Specifications, references may be made to certain standard or tentative specifications or requirements of various organizations. Unless otherwise stated, these references are to be construed as referring to the specifications and requirements in effect on the date set for opening bids upon the present Contract.

All inventions, ideas, designs and methods contained in the Specifications and Contract Drawings in which the Authority has or may acquire patent, copyright or other property rights are hereby expressly reserved for the exclusive use of the Authority. The Specifications and Contract Drawings contain confidential information which is disclosed only to enable this Contract to be performed. Said Specifications and Drawings must not be used for any purpose detrimental to the interest of the Authority and must not be produced or copied in whole or in part or used for furnishing information to others without the written consent of the Authority, provided, however, that the Contractor may, when the performance of the Contract so requires, furnish said information to others for the purpose of engaging or informing subcontractors and materialmen.

If, in accordance with this Contract, the Contractor furnishes research, development or consultative services in connection with the performance of the Contract and if in the course of such research, development or consultation patentable subject matter is produced by the Contractor, its officers, agents, employees, subcontractors or materialmen, the Authority shall have, without cost or expense to it, an irrevocable, non-exclusive, royalty-free license to make, have made, and use, either itself or by anyone on its behalf, such subject matter in connection with any activity now or hereafter engaged in or permitted by the Authority. Promptly upon request by the Authority, the Contractor shall furnish or obtain from the appropriate person a form of license satisfactory to the Authority, but as between the Contractor and the Authority the license herein provided for shall nevertheless arise for the benefit of the Authority immediately upon the production of said subject matter and shall not await formal exemplification in a written license agreement as provided for above. Such license may be transferred by the Authority to its successors, immediate or otherwise, in the operation or ownership of any real or personal property now or hereafter owned or operated by the Authority, but such license shall not be otherwise transferable.

The right to use all material, software, firmware, compositions of matter, manufactures, apparatus, appliances, processes of manufacture or types of construction required in connection with this Contract and to which a patent, copyright or other intellectual property right applies or may apply shall be obtained by the Contractor without separate or additional compensation whether the same is patented, copyrighted or otherwise protected as an intellectual property right before, during or after the performance of the Contract.

The Contractor shall indemnify the Authority against and save it harmless from all loss and expense incurred in the defense, settlement or satisfaction of any claims in the nature of patent, copyright or other intellectual property right infringement arising out of or in connection with the Authority use, in accordance with the preceding two paragraphs of this numbered clause, of such subject matter or material, software, firmware, compositions of matter, manufactures, apparatus, appliances, processes of manufacture or types of construction to which a patent, copyright or other intellectual property right applies or may apply. If requested by the Authority and if notified promptly in writing of any such claim, the Contractor shall conduct all negotiations with respect to and defend such claim without expense to the Authority. If the Authority be enjoined from using any of the facilities which form the subject matter of this Contract and as to which the Contractor is to indemnify the Authority against patent, copyright or other intellectual property right claims, the Authority may, at its option and without thereby limiting any other right it may have hereunder or at law or in equity, require the Contractor to supply, temporarily or permanently, facilities not subject to such injunction and not infringing any patent, copyright or other intellectual property right or to remove all such facilities and refund the cost thereof to the Authority or to take such steps as may be necessary to ensure compliance by the Authority with such injunction, all to the satisfaction of the Authority and all without cost or expense to the Authority.

79. INSPECTIONS AND REJECTIONS

All Work and all construction, processes of manufacture and methods of construction involved in or related to the performance of the Work shall be at all times and places subject to the inspection of the Engineer, acting personally or through his Inspectors, and the enumeration in these Specifications of particular portions of such Work, construction, processes of manufacture or methods of construction which will or may be inspected by the Engineer or such Inspectors shall not be deemed to imply that only such Work, construction, processes of manufacture and methods of construction will or may be so inspected. The Engineer shall be the judge of the quality and suitability of the Work, construction, processes of manufacture and methods of construction for the purposes for which they are used or to be used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall be removed immediately from the site. The fact that the Inspectors have approved the materials and workmanship shall not relieve the Contractor from his obligation to supply other material and workmanship when so ordered by the Engineer.

The Contractor shall furnish such facilities and give such assistance for inspection as the Engineer may direct, in a Work Order issued by the Engineer. In the case of materials required by the Specifications to be inspected in the factory or plant, and in the case of any other items which the Engineer may designate, the Contractor shall secure for the Engineer and his Inspectors free access to all parts of such factories or plants and shall furnish to the Engineer three copies of purchase orders, two copies of mill shipping statements and four copies of shipping statements. Moreover, in the case of such materials to be factory or plant inspected, the Contractor shall give at least ten days' notice to the Engineer of his intention to commence the manufacture or preparation of such materials.

Other than the materials and equipment specifically required to be inspected at the manufacturer's factory or plant, all materials will be inspected at the construction site and any portions thereof which are rejected by the Engineer shall be immediately removed from the construction site, by the Contractor and shall be replaced with new materials by the Contractor at his own expense.

80. MANUFACTURERS' CERTIFICATION

Where materials and equipment are required by these Specifications to conform to certain standard or tentative specifications or requirements of any organizations, including American Society for Testing and Materials, American National Standards Institute, Association Rules for Grading Lumber, Federal Specifications, National Electrical Manufacturers Association, American Association of State Highway and Transportation Officials, American Water Works Association and the International Municipal Signal Association, the Contractor shall furnish to the Engineer the manufacturer's written certification that each of the materials or equipment conforms to the foregoing standard or tentative specifications. The certification shall be delivered to the Engineer prior to installation of the materials to which it refers. Such certifications shall not be binding or conclusive on the Authority and may be rejected at any time by the Engineer if incorrect, improper or otherwise unsatisfactory in his opinion.

81. NO RELEASE OF CONTRACTOR

Any provision of this Contract for testing, inspection or approval, and any actual testing, inspection or approval, of any materials, workmanship, plant, equipment, drawings, program, methods of procedure, or of any other thing done or furnished or proposed by the Contractor to be done or furnished in connection with the Contract is for the benefit of the Authority not the Contractor. Any approval of such things shall be construed merely to mean that at that time the Engineer knows of no good reason for objecting thereto. No such provision for testing or inspection, no omission of testing or inspection, and no such approval shall release the Contractor from his full responsibility for the accurate and complete performance of the Contract in accordance with the Contract Drawings and Specifications or from any duty, obligation or liability imposed upon him by the Contract or from responsibility for injuries to persons or damage to property.

82. ERRORS AND DISCREPANCIES

If, in the performance of the Contract, the Contractor discovers any errors or omissions in the Contract Drawings or Specifications, or in the marks, lines and elevations furnished by the Authority in the construction undertaken and executed by him, he shall immediately notify the Engineer and the Engineer shall promptly verify the same.

If with the knowledge of such error or omission and prior to the correction thereof, the Contractor proceeds with any construction affected thereby, he shall do so at his own risk and the construction so done shall not be considered as construction done under and in performance of this Contract unless and until approved and accepted.

83. ACCIDENTS AND FIRST AID PROVISIONS

The Contractor shall promptly report in writing to the Engineer and to the Authority Manager, Claims Administration all accidents whatsoever arising out of or in connection with the performance of the Contract, whether on or adjacent to the construction site, which result in death, injuries or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damage is caused, the accident shall be reported immediately by telephone to both of the said representatives of the Authority.

The Contractor shall provide at the construction site such equipment and medical facilities as are necessary to supply first aid service, in case of accident, to any who may be injured in the progress of the Contract. He shall have standing arrangements for the removal and hospital treatment of any person who may be injured while engaged in the performance of the Contract.

If any claim is made by any third person against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the fact in writing to the aforementioned representatives of the Authority, giving full details of the claim.

84. SAFETY PROVISIONS

In the performance of the Contract, the Contractor shall exercise every precaution to prevent injury to workers and the public or damage to property.

He shall provide temporary structures, place such watchmen, design and erect such barricades, fences and railings, give such warnings, display such lights, signals and signs, exercise such precaution against fire, adopt and enforce such rules and regulations, and take such other precautions as may be necessary, desirable or proper, or as may be directed in a Work Order issued by the Engineer.

The Contractor shall employ for each Work Order of the Contract a competent person conforming to the requirements of the Code of Federal Regulations 29 CFR 1926.32(f) who shall be designated by the Contractor as authorized to perform the duties required by 29 CFR 1926 et seq. as applicable for each Work Order of this Contract.

Obtain and submit to the Engineer one copy of material safety data sheet (MSDS) conforming to the requirements of 29 CFR 1910.1200(g) for each hazardous chemical utilized for permanent and consumable materials employed for Work of this Contract.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss, including but not limited to:

- A. All employees on the Work, the public, and other persons and entities who may be affected thereby;
- B. All the Work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
- C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

The Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and the Contractor has removed all workers, material and equipment from the construction site, or the issuance of the Certificate of Final Completion, whichever shall occur last.

Until fire protection needs are supplied by permanent facilities under this Contract, install and maintain temporary fire protection facilities. Comply with requirements of National Fire Protection Association NFPA 10 "Standard for Portable Fire Extinguishers" and NFPA 241 "Standard for Safeguarding Construction, Alteration and Demolition Operations".

The Contractor shall employ only such men as are physically fit and are free from contagious or communicable diseases.

He shall use only machinery and equipment adapted to operate with the least possible noise, and shall so conduct his operations that annoyance to occupants of nearby property and the general public will be reduced to a minimum.

The bringing of intoxicating substances onto the construction site and the use or consumption of intoxicating substances at the construction site are prohibited. It shall be the responsibility of the Contractor to insure that all employees of the Contractor and of all subcontractors, materialmen and any other persons under contract to or under the control of the Contractor shall comply with the provisions of this paragraph.

The Contractor shall daily clean up all refuse, rubbish, scrap materials and debris caused by his operations, to the end that at all times the construction site shall present a neat, orderly and workmanlike appearance. Before the Certificate of Final Completion of Work will be issued, the Contractor shall remove all surplus materials, falsework, temporary fences and other temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations and shall put the construction site in a neat, orderly condition.

In the event the Contractor encounters at the construction site, material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or any other hazardous material, the Contractor shall immediately stop Work in the area affected and report the condition in writing to the Engineer. Work in the affected area shall not thereafter be resumed by the Contractor except upon the issuance of a written order to that effect from the Engineer.

Within 15 days of the acceptance of his Proposal, the Contractor shall submit to the Engineer, for his review and approval, the Contractor's Safety Program which shall comply with all applicable federal, state, municipal and local and departmental laws and shall include, among other things, the designation by the Contractor of a qualified individual to administer such Safety Program.

85. DAILY PROGRESS, EQUIPMENT AND LABOR REPORTS

The Contractor shall furnish to the Engineer at the end of each day Work is performed at the construction site, a memorandum showing for that day (a) the construction performed, (b) the type of equipment used identifying each piece of equipment as owned by the Contractor or rented from others; (c) a statement of any unusual happening that occurred, and (d) the names and number of workers in each trade classification that were employed. Such memorandum shall not be deemed to be a substitute for the notices, time slips, memoranda or other data required under the clauses of the Form of Contract relating to compensation for Net Cost Work.

86. LAWS AND ORDINANCES

In order to effectuate the policy of the Authority, the Contractor shall comply with all provisions of federal, state, municipal, local and departmental laws, ordinances, rules, regulations and orders which would affect the Contract and the performance thereof and those engaged therein if said Contract were being performed for a private corporation, except where stricter requirements are contained in the Work Order Specifications or Contract Drawings, in which event the latter requirements shall apply. However, the Contractor shall not apply for any permits, licenses or variances in the name of or on behalf of the Authority, but shall do so in his own name where required by law, regulation or order or by the immediately preceding sentence. Nor shall the Contractor apply for any variance in his own name without first obtaining the approval of the Authority.

87. IDENTIFICATION

No person will be permitted on or about the construction site without a pass, permit or identification badge approved by the Engineer. The Contractor shall provide such passes, permits or identification badges for his employees, subcontractors and materialmen whenever necessary. Identification badges shall be worn in a conspicuous and clearly visible position by all employees of the Contractor whenever they are working at the construction site.

88. SIGNS

No advertisement or sign, other than the name and address of the Contractor, will be permitted on any fences, temporary structures or elsewhere on the construction site and such advertisement will be permitted only upon the condition that it is first approved by the Engineer. In any event, the advertisement shall not exceed six feet by eight feet in overall dimensions.

89. CONTRACTOR'S FIELD OFFICE AND REPRESENTATIVE

At a readily accessible point on or near the construction site, the Contractor shall maintain a field office provided with a telephone.

During the performance of any Work at the construction site, the Contractor shall have a representative thereat who shall be authorized by the Contractor to receive and put into effect promptly all orders, directions and instructions from the Engineer. The Contractor's representative shall be provided, at all times, with a conformed copy of this Contract and a copy of the Work Order(s) issued by the Engineer.

Orders and directions may be given orally by the Engineer and shall be received and promptly obeyed by the Contractor or his representative or any superintendent, foreman or other employee of the Contractor who may have charge of the particular part of the Work in relation to which the orders or directions are given. A confirmation in writing of such orders or directions will be given by the Engineer when so requested by the Contractor.

90. SURVEYS

The Engineer will establish a bench mark and a base line at or adjacent to the location of the Contractor's operations. The Contractor shall perform all surveys which may be required for the performance of the Contract. He shall carefully preserve any base line and bench mark which may be established by the Engineer.

The Contractor shall, in addition, furnish to the Engineer, without additional compensation therefor, any or all information and data regarding points, lines, grades, elevations and other survey information established by the Contractor during the performance of the Contract.

Surveys and measurements of quantities for purposes of computing Contractor's compensation shall be made by the Contractor as directed by and in the presence of, or jointly with, the Engineer, at the Engineer's option. Computations of quantities for payment shall be made by the Contractor and shall be subject to the approval of the Engineer.

91. TEMPORARY STRUCTURES

Unless otherwise provided in this Contract, the Contractor shall determine the need for and shall design, furnish and construct all barricades, fences, staging, falsework, formwork, shoring, scaffolding and other temporary structures required in the performance of the Contract, whether or not of the type enumerated in the Specifications or on the Contract Drawings, including those which would be required by law or regulation if this Contract were being performed for a private corporation. All such temporary structures shall be of adequate strength for the purposes for which they are constructed and shall be provided with graphics, warning signs and warning lights as required to inform personnel and the public of the hazards being protected against, and the Contractor shall maintain them in satisfactory condition. The design and drawings for such structures are to be prepared by the Contractor, and when requested by the Engineer they shall be submitted for his review before being used. Neither such approval, however, nor any requirements of the Engineer, the Specifications or the Contract Drawings shall relieve the Contractor of his responsibility for the design, construction and use of the temporary structures or from any obligations and risks imposed on him under this Contract, and any such approval or requirements shall be deemed merely to relate to minimum standards and not to indicate that the temporary structures are adequate or that they meet the Contractor's obligations under this Contract.

Temporary structures shall be painted with an approved dark color paint and shall be repainted whenever necessary during the period that the Contract is being performed. Upon completion of all Work under this Contract, the temporary structures shall be removed from the construction site.

The Engineer shall have authority to agree in writing with the Contractor on behalf of the Authority upon compensation for any design of temporary structures which he may require to be performed pursuant to this numbered Section, and no amount shall be included in the Net Cost for such design.

92. PERMIT AND REQUIREMENTS FOR WELDING

Prior to the commencement of any cutting or welding operations at the construction site, the Contractor shall notify the Engineer and obtain an Authority cutting and welding permit. The Authority will issue this permit without payment of a fee, and application forms may be obtained from any Resident Engineer of the Authority, at his office at the facility. Unless otherwise approved by the Engineer, all cutting and welding operations shall be performed in accordance with the conditions which form a part of said permit. The permit application must be filled out and submitted in duplicate to the Engineer at least forty-eight hours prior to commencing welding or cutting operations at the construction site.

93. FINAL INSPECTION

When, in the opinion of the Contractor, the construction is completed and ready for final inspection, he shall so notify the Engineer in writing and the Engineer will give said construction (including any portions with respect to which Certificates of Partial Completion have been issued) a minute and thorough inspection. Before any Certificate of Final Completion will be issued, any defects or omissions noted on this inspection must be corrected by the Contractor.

94. WARRANTIES

The Specifications may provide for certain warranties of portions of the permanent construction. These warranties are intended for the greater assurance of the Authority and not as a substitute for rights which the Authority might otherwise have. Although such warranties shall be enforceable as provided, neither any requirement of this Contract with respect to warranties by the Contractor nor any guarantee or warranty given to the Contractor or the Authority by any manufacturer shall be deemed to be a limitation upon any rights which the Authority would have, either expressed or implied, in the absence of such guarantees or warranties.

The Engineer shall have authority to agree in writing with the Contractor on behalf of the Authority upon compensation for any utility record drawings which he may require to prepare pursuant to this numbered Section, and no amount shall be included in the Net Cost for such utility record drawings.

95. TEMPORARY UTILITY SERVICES

When stipulated in a Work Order issued by the Engineer, the Contractor may use existing utility services at the Authority facility where Work under this Contract is performed. Provide necessary connections to such services or extend as required to maintain adequate power, artificial lighting and water; and provide temporary heat and ventilation to maintain adequate environmental conditions to facilitate the Work.

Materials for such services may be new or used, but must be adequate in capacity for the required usage, must not create unsafe conditions, and shall not violate requirements of utility company requirements and applicable codes and standards, as if the Authority were a private corporation.

The cost for securing and maintaining such temporary utilities will be paid as indicated on the Work Order issued by the Engineer. Utilities serving the Authority facility shall be maintained in operation to serve the needs of the facility not involved in Work under this Contract, except as absolutely necessary for cutoff, cutover or other change of the affected system, service or utility. Arrange with the Engineer to establish a mutually satisfactory schedule of time(s) and date(s) of disruption of such systems, services or utilities.

Completely remove temporary materials and equipment when directed by the Engineer, or when their use is no longer required. Clean and repair damage caused by temporary installations or use of temporary services to original condition.

Costs of water, power, and fuel used for all existing utility services will be paid as indicated on the Work Order(s) issued by the Engineer.

96. TEMPORARY SANITARY FACILITIES

Unless the Engineer specifically approves the use of existing toilet facilities at the construction site, make arrangements for securing temporary toilets, wash facilities and drinking water including required disposable materials for use by the Contractor, subcontractors, materialmen or other persons over whom the Contractor has control. Comply with regulations and health codes for the type, number, location, operation and maintenance of fixtures and facilities. Install facilities where directed by the Engineer, and remove from Authority property when no longer required.

The arrangements for securing and costs of sanitary facilities will be paid as indicated on the Work Order(s) issued by the Engineer including temporary toilets, wash facilities and drinking water including toilet tissue, paper towels, paper cups and similar disposable materials for use by the Contractor, subcontractors, materialmen or other persons over whom the Contractor has control. Comply with regulations and health codes, which would be applicable if the Authority were a private corporation, for the type, number, location, operation and maintenance of fixtures and facilities. Install facilities where directed by the Engineer, and remove from Authority property when no longer required.

97. PROGRESS SCHEDULE

When requested by the Engineer, within seven calendar days after issuance of a Work Order the Contractor shall submit a progress schedule for the approval of the Engineer. The progress schedule shall show the dates for the commencement and completion of the different portions of the Work Order. After the approval of the schedule the Contractor shall maintain and periodically update it at intervals determined by the Engineer. No changes shall be made therein without the written approval of the Engineer. Approval of any progress schedule shall not limit, affect or impair the Contractor of his obligation to complete the Work Order by the time(s) required in the Work Order, even though the schedule approved may be inconsistent with such completion, and in accordance with all other provisions of the Contract, nor shall it constitute a representation by the Authority that the Contractor will be able to proceed or complete the Work in accordance with the schedule.

The Engineer shall have the right at any time when in his judgement the Work is not proceeding in accordance with the approved progress schedule, or at anytime it is likely that the Work may not be completed by the time(s) required in the Work Order, even though the Contractor is proceeding in accordance with the approved progress schedule, to order the Contractor to increase the number of men employed, to use additional plant or equipment, or to take such other steps as may be required to assure the completion of the various operations within the time(s) allotted therefore in the approved schedule or by the aforesaid completion times(s).

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Paid Holidays

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

Overtime

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is for each hour worked, some classifications require the payment or provision of supplements for each hour paid (including paid holidays on which no work is performed) and/or may require supplements to be paid or provided at a premium rate for premium hours worked.

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please visit the New York State Department of Labor website (www.labor.state.ny.us) for current wage rate information.

Apprentice Training Ratios

The following are the allowable ratios of registered Apprentices to Journey-workers.

For example, the ratio 1:1,1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.

Title (Trade)	Ratio
boilermaker	1:1,1:4
Mason	1:1,1:4
Carpenter	1:1,1:4
Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:4
Iron Worker	1:1,1:6
Laborer	1:1,1:3
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3

Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

New York County General Construction

Asbestos Worker

09/01/2005

JOB DESCRIPTION Asbestos Worker

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per hour: 07/01/2005

Asbestos Worker
Insulating Only \$ 41.56

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyman
Insulating Only \$ 23.86

OVERTIME PAY

See (C, O, V) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages:

Apprentice Insulating Only:
1 year terms at the following percentage of Journeyman's rates.

1st	2nd	3rd	4th
40%	60%	70%	80%

Supplemental Benefits per hour:

Apprentice
Insulating Only Same % as
for Wage of
\$ 23.86

9-12a

Asbestos Worker

09/01/2005

JOB DESCRIPTION Asbestos Worker

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per hour: 07/01/2005

Asbestos Worker
Removal&Abatement Only* \$ 24.45

*NOTE - On mechanical systems that are NOT to be SCRAPPED. ALL other removal and/or abatement refer to Building Laborer Category EXCEPT for Re-roofing refer to Roofing Category.

SUPPLEMENTAL BENEFITS

Journeyman
Removal&Abatement Only \$ 7.10

OVERTIME PAY

See (B) on OVERTIME PAGE

101

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: Easter Paid at Time and One-half IF worked

REGISTERED APPRENTICES

Apprentice Removal&Abatement Only:

1000 hour terms at the following percentage of Journeyman's rates.

1st	2nd	3rd	4th
78%	80%	83%	89%

Supplemental Benefits per hour:

Apprentice Removal&Abatement Only Same % as for Wage of \$ 7.10

9-12a - Removal Only

Boilermaker

09/01/2005

JOB DESCRIPTION Boilermaker

DISTRICT 4

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Per Hour: 07/01/2005 09/01/2005

Boilermaker \$ 39.62 \$ 42.02

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2005 09/01/2005

Journeyman \$ 8.02 + 48% of the Hourly Wage \$ 8.02 + 48% of the Hourly Wage

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (8, 16, 23, 24) on HOLIDAY PAGE
 Overtime: See (4, 6, 11, 12, 15, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1/2) Year Terms at the following percentage of Journeyman's Wage

1st	2nd	3rd	4th	5th	6th	7th	8th
65%	65%	70%	75%	80%	85%	90%	95%

Supplemental Benefits Per Hour:

Apprentices 07/01/2005 09/01/2005
 \$ 8.02 + 48% of the Hourly Wage \$ 8.02 + 48% of the Hourly Wage

4-5

Carpenter

09/01/2005

JOB DESCRIPTION Carpenter

DISTRICT 9

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/05

Piledriver... \$38.79

102

Dockbuilder.. 38.79

SUPPLEMENTAL BENEFITS

Per hour paid:
 Journeyman \$ 27.86

OVERTIME PAY

See (B, E2, O) on OVERTIME PAGE

HOLIDAY

HOLIDAY:
 Paid: See (18,19)on HOLIDAY PAGE.
 Paid: See (5,6,11,13,16,18,19,25) for 1st & 2nd yr.Apprentices
 Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour:
 (1)year terms at the following percentage of Journeyman's wage.

	1st	2nd	3rd	4th
	40%	50%	65%	80%

Supplemental benefits per hour:

APPRENTICES: \$ 18.94

9-1456

Carpenter

09/01/2005

JOB DESCRIPTION Carpenter

DISTRICT 9

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/05

Carpet/Resilient
 Floor Coverer.... \$39.25

SUPPLEMENTAL BENEFITS

Per hour paid:
 Journeyman... \$27.86

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

HOLIDAY:
 Paid: See (18, 19)on HOLIDAY PAGE.
 Paid: See (5,6,11,13,16,18,19,25) for 1st & 2nd yr.Apprentices
 Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wage per hour:
 (1) year terms at the following percentage of Journeyman's wage.

	1st.	2nd.	3rd.	4th.
	40%	50%	65%	80%

Supplemental benefits per hour:

Apprentices... \$18.94

9-2287

Carpenter

09/01/2005

JOB DESCRIPTION Carpenter

DISTRICT 9

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

103

WAGES

Per hour: 07/01/05

Marine Construction:

Marine Diver... \$47.85
 Marin Diver Tender.. 35.15

SUPPLEMENTAL BENEFITS

Per hour paid:
 Journeyman \$ 27.86

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE*

HOLIDAY

HOLIDAY:

Paid: See (18,19) on HOLIDAY PAGE.
 Paid: See (5,6,10,11,13,16,18,19) for 1st & 2nd yr.Apprentices
 Overtime: See (5,6,10,11,13,16,18,19) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wager per hour:

(1) year terms at the following percentage of the journeyman's wage.

1st	2nd	3rd	4th
40%	50%	65%	80%

Supplemental benefits per hour:

Apprentices \$18.94

9-1456MC

Carpenter

09/01/2005

JOB DESCRIPTION Carpenter

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2005

Building:
 Millwright \$ 39.99

SUPPLEMENTAL BENEFITS

Per hour paid:
 Journeyman \$ 30.46

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

HOLIDAY:

Paid: See (18,19) on HOLIDAY PAGE.
 Paid: See (5,6,11,13,16,18,19,25) for 1st & 2nd yr.Apprentices
 Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour:

(1) year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th
55%	65%	75%	95%

Supplemental benefits per hour:

APPRENTICES:	1st	2nd	3rd	4th
	19.63	21.67	24.49	27.74

9-740.1

Carpenter **09/01/2005**

JOB DESCRIPTION Carpenter **DISTRICT 9**

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour: 07/01/2005
 Timberman \$ 40.73

SUPPLEMENTAL BENEFITS

Per hour paid:
 Journeyman \$ 26.05

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

HOLIDAY:

Paid: See (18,19)on HOLIDAY PAGE.
 Paid: See (5,6,11,13,16,18,19,25) for 1st & 2nd yr. Apprentices
 Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour:

(1) year terms at the following percentage of Journeyman's wage.

1st.	2nd.	3rd.	4th.
40%	50%	65%	80%

Supplemental benefits per hour:

Apprentices \$ 17.80

9-1536

Carpenter **09/01/2005**

JOB DESCRIPTION Carpenter **DISTRICT 9**

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Westchester

PARTIAL COUNTIES

Orange: South of but including the following, Waterloo Mills, SlateHill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.
 Putnam: South of but including the following, Cold Spring, TompkinsCorner, Mahopac, Croton Falls, east to Connecticut border.
 Suffolk: West of Port Jefferson and Patchoque Road to Route 112 to the Atlantic Ocean.

WAGES

Per hour:	07/01/2005	10/17/2005
Core Drilling:		
Driller	\$ 27.60	Addit. \$ 1.96/hr
Assistant	22.88	Addit. \$ 1.71/hr

Note: Hazardous Waste Pay Differential:

For Level C, an additional 10% above wage rate per hour

For Level B, an additional 10% above wage rate per hour

For Level A, an additional 10% above wage rate per hour

Note: When required to work on water: an additional \$ 0.50 per hour.

SUPPLEMENTAL BENEFITS

Per hour paid:
 Driller \$ 10.36
 Assistant 10.36

OVERTIME PAY

105

OVERTIME: See (B,E,K*,P,R**) on OVERTIME PAGE.

HOLIDAY

HOLIDAY:

Paid: See (5,6) on HOLIDAY PAGE.

Overtime: * See (5,6) on HOLIDAY PAGE.

** See (8,10,11,13) on HOLIDAY PAGE.

Assistant: One (1) year increments at the following percentage of Assistant wages. This is not an apprenticeship for Driller.

1st Year 70%	2nd Year 80%	3rd Year 90%	4th Year 100%	9-1536-CoreDriller
-----------------	-----------------	-----------------	------------------	--------------------

Carpenter

09/01/2005

JOB DESCRIPTION Carpenter

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Putnam, Queens, Richmond

PARTIAL COUNTIES

Nassau: That portion of the county that lies west of Seaford Creek and south of the Southern State Parkway.

WAGES

Per hour: 07/01/2005

Additional

Exhibit Shows \$ 44.42

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman \$ 25.55

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

HOLIDAY:

Paid: See (18,19) on HOLIDAY PAGE.

Paid: See (5,6,11,13,16,18,19,25) for 1st & 2nd yr.Apprentices

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour:

(1) year terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th
40%	50%	65%	80%

Supplemental benefits per hour:

APPRENTICES: \$ 17.30

9-EXHIB

Carpenter - Heavy&Highway

09/01/2005

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/05

Building:

Carpenter... \$44.56

Heavy/Highway:

Carpenter... \$44.10

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman \$ 26.05

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

HOLIDAY:

Paid: See (18,19) on HOLIDAY PAGE.
 Paid: See (5,6,11,13,16,18,19,25) for 1st & 2nd yr.Apprentices
 Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following percentage of Journeyman's wage.

	1st	2nd	3rd	4th
	40%	50%	65%	80%

Supplemental benefits per hour:

Apprentices: \$ 17.80

9-NYC

Electrician

09/01/2005

JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour:

	07/01/05	05/12/06
Electrician	\$43.00	\$44.00
Audio/Sound/Tele/Data	43.00	44.00

SUPPLEMENTAL BENEFITS

Journeyman..	32.347	35.507
Appr. 1st term..	9.451	11.072
Appr. 2nd term..	10.961	12.857
Appr. 3rd term..	12.095	14.196
Appr. 4th term..	13.147	15.439
MIJ(5th term)..	14.121	14.883

OVERTIME PAY

See (A, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 10, 11, 12, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages Per Hour

1st term...	13.25	13.75
2nd term...	16.05	16.55
3rd term...	18.15	18.65
4th term...	20.20	20.60
MIJ(5th term)...	24.80	25.30

9-3

Electrician

09/01/2005

JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

07/01/05

Electrician:
 Alarm Technician
 Repair and Maintenance for Fire,
 Burglar and Security Systems \$ 25.07

SUPPLEMENTAL BENEFITS

107

SUPPLEMENTAL BENEFITS:

Journeyman: \$ 31.91% of wage
 + \$12.00 per day

Apprentice: 31.91% of wage

OVERTIME PAY

See (B, E, P, T) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 12, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:
 (1/2) year terms at the following wage

1st \$8.00	2nd \$9.00	3rd \$10.00	4th \$10.50	5th \$11.25
6th \$11.50	7th \$12.50	8th \$13.00	9th \$15.05	10th \$16.18

9-3H

Electrician

09/01/2005

JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/05 05/11/06
 Electrician \$24.80 \$25.30

Retrofitting or upgrading of existing interior lighting fixtures with energy efficient components, providing there is no additional wiring, additional fixtures, or is part of a more expansive renovation project.

SUPPLEMENTAL BENEFITS

Journeyman \$14.121 \$14.883

OVERTIME PAY

See (B, H) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 10, 11, 12, 16) on HOLIDAY PAGE
 Overtime: See (5, 6, 10, 11, 12, 16) on HOLIDAY PAGE

9-3m

Electrician

09/01/2005

JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/05

Applies to line clearance, tree work, and right-of-way preparation on all new or existing overhead, electrical, telephone, and CATV lines.

Senior Trimmer \$20.36
 Junior Trimmer 17.81
 Groundperson 11.76

SUPPLEMENTAL BENEFITS

Per hour paid: 17% of wage

108

OVERTIME PAY

See (B, G, P) on OVERTIME PAGE

HOLIDAY

HOLIDAY:

Paid: See (5,6,10,11,15,16,26) on HOLIDAY PAGE.

(An additional floating holiday after four years' service)

Overtime: See (5,6,10,11,15,16,26) on HOLIDAY PAGE.

9-3T

Elevator Constructor

09/01/2005

JOB DESCRIPTION Elevator Constructor

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

PARTIAL COUNTIES

Rockland: Entire County except for the Township of Stony Point

Westchester: Entire County except for the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES

Per hour: 07/01/2005

Elevator Constructor \$ 40.89

Elevator Constructor
 Modern. & service 32.73

SUPPLEMENTAL BENEFITS

Per hour:

Constructor \$ 19.970

Moder./Service 18.919

OVERTIME PAY

Constructor. See (C, O) on OVERTIME PAGE.

Modern./Serv. See (B, H) on OVERTIME PAGE.

HOLIDAY

Paid: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

(1) year terms at the following percentage of Journeyman's wage.

Term	1st	2nd	3rd	4th	5th
Constructor	\$ 16.60	\$ 22.36	\$ 26.43	\$ 30.50	\$ 30.50
Modern./Service	16.32	17.88	21.13	24.38	24.38

Supplemental Benefits per hour worked:

Term	1st	2nd	3rd	4th	5th
Constructor	\$ 14.308	\$ 15.48	\$ 16.478	\$ 17.470	\$ 17.470
Modern./Service	14.210	14.907	15.793	16.679	16.679

9-1

Glazier

09/01/2005

JOB DESCRIPTION Glazier

DISTRICT 9

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Per hour: 07/01/2005

05/01/2006

109

Glazier...	\$ 34.60	\$ 36.20
Scaffolding..	35.60	37.20

Repair & Maintenance:

Glazier:	21.30	22.05
----------	-------	-------

Repair & Maintenance- All repair & maintenance work on a particular building, whenever performed, where the total cumulative contract value is under \$100,000.00.

SUPPLEMENTAL BENEFITS

Per hour paid: Overtime rate shown in parenthesis

Journeyman....	\$24.11(29.71)	\$24.11(29.71)
----------------	----------------	----------------

Repair & Maintenance:

Glazier	13.79	22.05
---------	-------	-------

OVERTIME PAY

OVERTIME: See (C*,D*O) on OVERTIME PAGE.

* Denotes if an optional 8th hour is required same will be at the regular rate of pay. If 9th hour is worked then both hours or more (8th and 9th or more) will be at the double time rate of pay.

** For Repair & Maintenance see (B,F, P) on overtime page.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

The Following are paid holidays for the Repair&Maintenance Class: New Years day, Presidents day, Memorial day, Independents day, Labor day, Thanksgiving day, day after Thanksgiving, and Christmas day.

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage rates.

1st term...	\$13.84	\$13.84
2nd term...	\$17.30	\$17.30
3rd term...	\$20.76	\$20.76
4th term...	\$27.68	\$27.68

Supplemental Benefits:
 (Per hour worked), overtime rate shown in parenthesis:

1st term...	8.19	8.19
2nd term....	15.33(18.08)	15.33(18.08)
3rd term....	17.10(20.40)	17.10(20.40)
4th term....	20.66(25.06)	20.66(25.06)

9-1281 (DC9 NYC)

Ironworker

09/01/2005

JOB DESCRIPTION Ironworker

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour: 07/01/05

Derrickman/Rigger	\$39.80
-------------------	---------

SUPPLEMENTAL BENEFITS

Journeyman..	\$30.07
Apprentice:	
1st and 2nd term	15.04
All others	22.55

OVERTIME PAY

OVERTIME See (A*,D1,E**,Q,V) on OVERTIME PAGE.

*Time and one-half shall be paid for all work in excess of seven (7) hours at the end of a work day to a maximum of two hours on any regular work day (the eighth (8th) and ninth (9) hours of work) and double time shall be paid for all work thereafter.

**Time and one-half shall be paid for all work on Saturday up to seven (7) hours and double time shall be paid for all work thereafter.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 10) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

(1/2) year terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th
50%	50%	70%	80%	90%	90%

9-197D/R

Ironworker

09/01/2005

JOB DESCRIPTION Ironworker

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour: 07/01/05

Ornamental	\$38.05
Chain Link Fence	38.05
Guide Rail Installation	38.05

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman..	\$32.92
--------------	---------

OVERTIME PAY

OVERTIME: See (A*,D1,E**,Q,V) on OVERTIME PAGE.

*Time and one-half shall be paid for all work in excess of seven (7) hours at the end of a work day to a maximum of two hours on any regular work day (the eighth (8th) and ninth (9th) hours of work) and double time shall be paid for all work thereafter.

**Time and one-half shall be paid for all work on Saturday up to seven (7) hours and double time shall be paid for all work thereafter.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

(1/2) year terms at the following percentage of Journeyman's wage.

APPRENTICE:

	1st	2nd	3rd	4th	5th	6th
	60%	65%	70%	80%	85%	95%
Supplemental Benefits per hour paid:						
	1st	2nd	3rd	4th	5th	6th
	\$26.45	27.25	28.07	29.69	30.49	32.11

9-580-Or

Ironworker

09/01/2005

JOB DESCRIPTION Ironworker

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

PARTIAL COUNTIES

Rockland: Southern Section

WAGES

Per hour: 07/01/05

Reinforcing &
 Metal Lathing... \$ 41.00

SUPPLEMENTAL BENEFITS

Per hour paid:
 Journeyman \$ 26.23

OVERTIME PAY

OVERTIME: See (A*,E*,Q,V) on OVERTIME PAGE.

* All overtime in excess of ten (10)hours shall be paid at double wage.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 10, 11, 13, 18, 19) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage rates.

1st	2nd	3rd	4th
\$ 24.00	\$ 27.50	\$ 31.50	\$ 35.50

Supplemental Benefits per hour paid:

1st	2nd	3rd	4th
18.23	19.73	20.73	21.73

9-46Reinf

Ironworker

09/01/2005

JOB DESCRIPTION Ironworker

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Wages: (per Hour)

	07/01/05
Structural..	\$37.65
Riggers.....	37.65
Machinery Movers...	37.65
Machinery Erectors.	37.65

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyman..	41.88
Apprentice	29.08

OVERTIME PAY

OVERTIME: See (B*,E**,Q,V) on OVERTIME PAGE.

* Time and one-half shall be paid for all work in excess of (8) eight hours at the end of a work day to a maximum of two hours on any regular work day (the ninth (9th) and tenth (10th) hours of work) and double time shall be paid for all work thereafter.

** Time and one-half shall be paid for all work on Saturday up to eight (8) hours and double time shall be paid for all work thereafter.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 18, 19) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

1st	2nd	3rd	4th	5th	6th
\$19.90	20.50	20.50	21.10	21.10	21.10

9-40/361-Str

Laborer

09/01/2005

JOB DESCRIPTION Laborer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per hour: 07/01/05

Laborer/Excavation:

Basic...	\$ 33.59
Flagman.	33.59
Pipelayer.	33.59
Tree Work, Landscape.	33.59

SUPPLEMENTAL BENEFITS

Per hour paid:
 Journeyman &
 Apprentices.. 18.96

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (2, 20) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 13) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

1000 hour terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th
50%	60%	75%	90%

9-731Ex

Laborer

09/01/2005

JOB DESCRIPTION Laborer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per hour:

GROUP A: Blasters.

GROUP B: Tunnel workers *

* (including Miners, Drill Runners, Iron Men, Maintenance Men, Conveyor Men, Safety Miners, Riggers, Block Layers, Cement Finishers, Rod Men, Caulkers, Powder Carriers, Miners' Helpers, Chuck Tenders, Track Men, Nippers, Brake Men, Derail Men, Form Men, Bottom Bell, Top Bell or Signal men, Form Workers, Movers, Concrete Workers, Shaft Men, Tunnel Laborers and Caulkers' Helpers).

GROUP C: Powder Watchmen, Top Laborers and Changehouse Attendants.

Wages: (per hour) 7/01/05

Laborer (Tunnel)-FREE AIR:

Group A	\$36.89
Group B	35.34
Group C	32.73

Small Bore Micro Tunnel Machines	80% of rates above
For Repairs on Existing Water Tunnels	90% of rates above
For Repairs of Sewer & Drainage Tunnels	85% of rates above
For Repair & Maintenance of all Subway & Vehicular Tunnels	80% of rates above

SUPPLEMENTAL BENEFITS

Per hour paid:

GROUP A	\$ 32.78 per hour paid + 0.28 per hour worked + 3.00 per day + 0.16 per overtime hour.
GROUP B	\$ 31.34 per hour paid + 0.28 per hour worked + 3.00 per day + 0.16 per overtime hour.
GROUP C	\$ 28.92 per hour paid + 0.28 per hour worked + 3.00 per day + 0.16 per overtime hour.

Small Bore Micro Tunnel Machines	80% of rates above
For Repairs on Existing Water Tunnels	90% of rates above
For Repairs of Sewer & Drainage Tunnels	85% of rates above
For Repair & Maintenance of all Subway & Vehicular Tunnels	80% of rates above

OVERTIME PAY

OVERTIME: For Laborer (Free Air) See (D, M, R*) on OVERTIME PAGE.
 For Repair Categories See (B, F, R*) on OVERTIME PAGE.
 & Micro Tunneling
 * Straight time first 8 hours, double time after 8 hours.

HOLIDAY

Paid: See (5, 6, 9, 11, 12, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 11, 12, 15, 25) on HOLIDAY PAGE

9-147Tn/Free

Laborer

09/01/2005

JOB DESCRIPTION Laborer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Wages: (per Hour)	07/01/05
Laborer/Asphalt:	
Screenman,micro paver	\$35.73
Rakers	\$35.36

Tampers	\$32.92
Ac/Paintman, Liquid Tar.	\$32.92

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman	\$ 20.45
Apprentice	9.60

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 11, 12, 15, 16) on HOLIDAY PAGE
 Overtime: See (21, 22, 25) on HOLIDAY PAGE
 HOLIDAY:

Paid: See (5,11,12,15,20)* on HOLIDAY PAGE.
 Overtime: See (21, 22, 25)** on HOLIDAY PAGE.

* If an employee does not work on said holiday, he will receive single time pay rate for the said day, provided that the said employee has worked one (1) day in the calendar week in which the said holiday occurs. If an employee works on said holiday, he will be paid only for the single time rate, plus one (1) day's pay for the holiday.

** If an employee does not work on any of these holidays, they will receive no pay. If an employee works on said holiday, he will be paid the single-time rate, plus one day's pay for the holiday.

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd
40%	50%	60%

9-1018a

Laborer **09/01/2005**

JOB DESCRIPTION Laborer **DISTRICT 9**

ENTIRE COUNTIES
 Bronx, Kings, New York, Queens, Richmond

WAGES
 Per hour: 7/01/05

Laborer:
 Laborer-Concrete \$ 31.90

SUPPLEMENTAL BENEFITS
 \$ 12.42

OVERTIME PAY

OVERTIME: See (A,E,Q) on OVERTIME PAGE attached.*
 *(B,E,Q,) when working below street level to top of foundation. For Work done on Sat & Sun add an additional \$2.25 & \$4.50 per hour respectively to Supp.Benefits.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 11, 13, 25) on HOLIDAY PAGE

9-6A/18A/20-C

Laborer - Building **09/01/2005**

JOB DESCRIPTION Laborer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2005

Building Laborer-Demolition: \$ 28.60

* / Total Demolition Only: Demolition shall be the complete demolition (wrecking) or dismantling of entire buildings or structures. Also may include the removal of all or any portion of a roof in which structural change is to occur. Structural change is defined as the removal of structural slabs, steel members, concrete members and penetration through the structural slab.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman: \$ 14.39

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 13, 15, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage.

1st	2nd	3rd	4th
\$17.00	\$18.00	\$19.50	\$22.00

Supplemental Benefits per hour paid:

Apprentices: \$ 8.20

9-79/95

Laborer - Building

09/01/2005

JOB DESCRIPTION Laborer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2005

Laborer (Bldg):

Basic Laborer \$ 29.25

Mason Tender 29.25

Laborer (interior demolition) 27.80

Laborer (Asbestos Abatement). 25.50

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman \$ 15.79

Apprentice 8.90

Interior Demolition 14.24

OVERTIME:

See (B,H) on OVERTIME PAGE.(Time & One-half after 8 hours or after forty per week)

HOLIDAY:

Paid: See (1) on HOLIDAY PAGE.

Overtime See (5,6,*) on HOLIDAY PAGE.

* Easter is paid at time and one-half if worked.

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

APPRENTICES:

1000 hours terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th
78 %	80 %	83 %	89 %

Supplemental Benefits per hour paid: \$ 8.40

9-NYDC(78)

Laborer - Building

09/01/2005

JOB DESCRIPTION Laborer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2005

Building:

Plasterer Tender.. \$ 28.80
 Spray Fireproofing. 28.80

SUPPLEMENTAL BENEFITS

Per hour paid:
 Journeyman \$ 15.79

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

1000 hours terms at the following wage.

1st	2nd	3rd	4th
\$ 17.00	\$ 18.00	\$ 19.50	\$ 22.00

Supplemental Benefits per hour paid:
 Apprentices 8.90

9-30 (79)

Laborer - Heavy&Highway

09/01/2005

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/05

Laborer:
 Highway... \$ 31.04
 Formsetter... 34.14

117

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman: \$ 20.45

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

HOLIDAY:

Paid: See (5,11,12,20)* on HOLIDAY PAGE.

Overtime: See (21,22)** on HOLIDAY PAGE.

* If an employee does not work on said holiday, he will receive single time pay rate for the said day, provided that the said employee has worked one (1) day in the calendar week in which the said holiday occurs. If an employee works on said holiday, he will be paid only for the single time rate, plus one (1) days pay for the holiday.

** If an employee does not work on these holidays he shall receive no pay.

If an employee works on any of these holidays he will receive the single time rate plus 15% of same.

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following percentage of journeymens wage.

1st	2nd	3rd
40%	50%	60%

Apprentices: \$ 9.60

9-1010HH-FS

Laborer - Trac Drill

09/01/2005

JOB DESCRIPTION Laborer - Trac Drill

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/05

Hydraulic Trac Drill:	
Hydraulic Runner...	\$30.75
Hydraulic Tender...	25.98
Wagon, Air-Trac, Quarry	
Bar Drill Runner...	30.20
Drill Runners Assistant	
Nipper...	25.49
Blaster...	33.90
w/ Hyd. Trac. Drill...	34.45
Power Tool...	29.51
Powder Carrier...	26.87
Magazine Keeper...	16.12

SUPPLEMENTAL BENEFITS

Per hour paid: \$23.60*

*\$ 10.50 of total to be paid at premium rate for overtime hours.

OVERTIME PAY

OVERTIME Magazine Keeper See (B,H) on OVERTIME PAGE.
OVERTIME: ALL OTHERS SEE (D,E,Q) on OVERTIME PAGE.

HOLIDAY

HOLIDAY:

Paid: For Blaster See (5,6,11,13) on HOLIDAY PAGE.

FOR ALL OTHERS SEE (1) ON HOLIDAY PAGE.

Overtime: See (5,6,11,13) on HOLIDAY PAGE.

9-29

Laborer - Tunnel

09/01/2005

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

GROUP 2: Tunnel Workers* * (including Miners, Drill Runners, Iron Men, Maintenance Men, Inside Muck Lock Tender, Pumpmen, Electricians, Cement Finishers, Rod Men, Caulkers, Carpenters, Hydraulic Men, Shield Drivers, Monorail Operators, Motor Men, Conveyor Men, Safety Miners, Powder Carriers, Pan Men, Riggers, Miner's Helpers, Chuck Tenders, Track Men, Nippers, Brake Men, Form Workers, Concrete Workers, Tunnel Laborers, Caulker's Helpers), Hose Men, Grout Men, Gravel Men, Derail Men and Cable Men.

GROUP 3: Top Nipper

GROUP 4: Outside Man Lock Tender, Outside Muck Lock Tender, Shaft Men, Gauge Tender and Signal Men.

GROUP 5: Powder Watchmen, Top Laborers and Changehouse Attendants.

WAGES: (per hour)

7/01/05

Laborer(Compressed Air):

GROUP 1	\$38.59
GROUP 2	37.26
GROUP 3	36.59
GROUP 4	35.95
GROUP 5	31.09

SUPPLEMENTAL BENEFITS

SUPPLEMENTAL BENEFITS :

GROUP 1	\$34.34	per hour paid +
	0.28	per hour worked +
	3.00	per day +
	0.16	per overtime hour
GROUP 2	\$33.20	per hour paid +
	0.28	per hour worked +
	3.00	per day +
	0.16	per overtime hour
GROUP 3	\$32.57	per hour paid +
	0.28	per hour worked +
	3.00	per day +
	0.16	per overtime hour
GROUP 4	\$31.98	per hour paid +
	0.28	per hour worked +
	3.00	per day +
	0.16	per overtime hour
GROUP 5	\$30.54	per hour paid +
	0.28	per hour worked +
	3.00	per day +
	0.16	per overtime hour

OVERTIME PAY

See (D, M, *R) on OVERTIME PAGE

NOTE: Time and one-half to be paid for all overtime repair-maintenance work on existing equipment and facilities.

* Straight time first 8 hours, double time after 8 hours.

HOLIDAY

Paid: See (5, 6, 9, 11, 12, 15, 25) on HOLIDAY PAGE
 Overtime: See (5, 6, 9, 11, 12, 15, 25) on HOLIDAY PAGE

Mason - Building

09/01/2005

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Building: 07/01/05

Mosaic & Terrazzo Worker \$41.68

Mosaic & Terrazzo Finisher \$40.37

SUPPLEMENTAL BENEFITS

Journeyman: \$18.55

Apprentices: Same percentages as wages.

OVERTIME PAY

See (A, E, Q, *V) on OVERTIME PAGE

* ADD \$8.05 per hour to supplements on time & one-half overtime hours. ADD \$10.05 per hour to supplements on double-time overtime hours.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(750 Hour) terms at the following percentage of the journeymans wage.

1st	2nd	3rd	4th	5th	6th
50%	55%	65%	70%	80%	95%

9-7/3

Mason - Building

09/01/2005

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Building: 07/01/2005 12/01/2005

Tile Setters \$ 41.31 \$ 42.27

SUPPLEMENTAL BENEFITS

Journeyman: \$ 18.78 \$ 19.28

Apprentice: 9.43+ 9.93+

term wage % of 9.35 9.35

OVERTIME PAY

See (A, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 10, 11, 15, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES

(750 hr)terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th
50%	55%	65%	75%	85%	95%

9-7/52

Mason - Building

09/01/2005

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Building 7/01/05 1/01/06

Marble/ Sawyer, Rubber & Polisher \$35.93 \$36.58

Marble Restoration

120

Finishers	18.46	18.66
SUPPLEMENTAL BENEFITS		
Journeyman:		
Polisher	\$14.63	\$14.98
Finisher	5.95	6.25
Apprentice:...	\$7.85 +	8.20 +
term wage % of...	6.78	\$6.78

OVERTIME PAY
 See (A, E, Q, V) on OVERTIME PAGE

HOLIDAY
 Paid: See (*5, 6, 11, 15) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 15) on HOLIDAY PAGE

* Journeymen receive 1/2 days pay for Labor Day. Cleaner, Maintenance and 1ST three terms of Apprentices see (5, 6, 11, 15) on HOLIDAY PAGE. All others See (1) on HOLIDAY PAGE.

REGISTERED APPRENTICES
 (1/2) year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	80%	90%	95%

9-7/24

Mason - Building

09/01/2005

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES
 Westchester

PARTIAL COUNTIES

Bronx: Entire 5 Boroughs EXCEPT for projects that fall within a fifty-mile radius of Columbus Circle in New York City.
 Kings: Entire 5 Boroughs EXCEPT for projects that fall within a fifty-mile radius of Columbus Circle in New York City.
 New York: Entire 5 Boroughs EXCEPT for projects that fall within a fifty-mile radius of Columbus Circle in New York City.
 Queens: Entire 5 Boroughs EXCEPT for projects that fall within a fifty-mile radius of Columbus Circle in New York City.
 Richmond: Entire 5 Boroughs EXCEPT for projects that fall within a fifty-mile radius of Columbus Circle in New York City.

WAGES

Wages:	7/01/05	1/01/06
Building:		
Marble Cutters & Setters	\$46.20	\$47.30
SUPPLEMENTAL BENEFITS		
Journeyman:	\$17.80	\$18.20
Apprentice:	7.95 +	7.95 +
term wage % of	9.85	9.85

OVERTIME PAY
 See (B, O, V) on OVERTIME PAGE

HOLIDAY
 Paid: See (*5, 6, 8, 11, 15) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 11, 15) on HOLIDAY PAGE

* Journeymen receive 1/2 days pay for Labor Day. Apprentices 1st three terms See (5, 6, 8, 11, 15) on HOLIDAY PAGE, plus any day following a Thursday or Sunday Holiday. All others See (1) on HOLIDAY PAGE.

REGISTERED APPRENTICES
 (1/2) year terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th
50%	55%	65%	70%	80%	95%

9-7/4

Mason - Building

09/01/2005

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

	07/01/2005	12/01/2005
Building:		
Tile Finisher	\$ 33.39	\$ 34.00

121

SUPPLEMENTAL BENEFITS

Journeyman.. \$ 16.35 \$ 16.85

OVERTIME PAY

See (A, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 10, 11, 15, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES

(750 hour) terms at the following percentages of journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	65%	70%	75%	85%	90%	95%

Supplemental Benefits:

Apprentices.	7.00+	7.50+
term wage % of	9.40	9.35

9-7/88-tf

Mason - Building

09/01/2005

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour 07/01/2005

Bricklayer \$ 38.42

SUPPLEMENTAL BENEFITS

Per Hour 07/01/2005

Journeyman \$ 18.03

Apprentice \$ 10.40

OVERTIME PAY

See (A, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(750 Hour) Terms at the following Percentage of Journeyman's Wage

1st	2nd	3rd	4th	5th(500Hrs)	6th(500Hrs)
50%	60%	70%	80%	90%	95%

9-1Brk

Mason - Building / Heavy&Highway

09/01/2005

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Wages: 7/01/05 1/01/06

Marble-Riggers, Crane & Derrickman \$38.58 \$39.23

SUPPLEMENTAL BENEFITS

Journeyman...	\$18.47	\$18.82
Apprentice	8.30+	8.65+
wage % of	10.17	10.17

OVERTIME PAY

See (C, O, V) on OVERTIME PAGE

122

HOLIDAY

Paid: See (*2) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE

* 1/2 Day for Labor Day.

REGISTERED APPRENTICES

(1/2) year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th	6th
50%	55%	65%	75%	85%	95%

9-7/20-MR

Mason - Building / Heavy&Highway

09/01/2005

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Shall include but not limited to: fired clay brick pavers, pre-cast con-crete slabs (london walks), pressed concrete pavers, cobble stone, all types of flagging, asphalt concrete pavers- asphaltic cement sand and stone aggregate, unit safety surface.

WAGES: (per hour)

	7/01/05
Journeyman	\$24.12
Apprentice (1 year term)	20.27

SUPPLEMENTAL BENEFITS

Journeyman	\$10.76
Appr	6.08

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 25) on HOLIDAY PAGE

9-1 Paver

Mason - Building / Heavy&Highway

09/01/2005

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

07/01/05

Stone Setter	\$42.58
--------------	---------

SUPPLEMENTAL BENEFITS

(per hour paid)

Stone Setter	\$25.43
Stone Tender	10.95
1st year apprentice	15.06

OVERTIME PAY

See (*C, **E, Q) on OVERTIME PAGE

* On weekdays the eighth (8th) and ninth (9th) hours are time and one-half all work thereafter is paid at double the hourly rate.

** The first seven (7) hours on Saturday is paid at time and one-half all work thereafter is paid at double the hourly rate.

HOLIDAY

Paid: See (8, 25) on HOLIDAY PAGE
 Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

(750 hour) terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th
50%	60%	70%	80%	90%	100%

9-1Stn

Mason - Heavy&Highway

09/01/2005

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

07/01/05

Cement Mason \$39.00

SUPPLEMENTAL BENEFITS

Journeyman: \$19.60

Apprentices:

1st term 13.73
 2nd term 14.93
 3rd term 16.14
 4th term 17.34
 5th term 18.55
 6th term 19.24

OVERTIME PAY

See (C, O, V) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 13, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1/2) year terms at the following percentage of Journeyman's wages and fringes.

1st	2nd	3rd	4th	5th	6th
50%	60%	70%	80%	90%	95%

9-780

Mason - Heavy&Highway

09/01/2005

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

07/01/05

Pointer, Cleaner, &
 Caulker (Mason) \$33.46

SUPPLEMENTAL BENEFITS

Journeyman \$15.94
 Appr 1st term 2.50
 Appr 2nd term 5.91
 Appr 3rd term 6.50
 Appr 4th term 6.50

OVERTIME PAY

See (B, E2, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following wage rates.

1st	2nd	3rd	4th
\$16.80	19.69	25.75	31.30

9-1PCC

Operating Engineer - Building

09/01/2005

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Survey Rates-Building: 7/01/05

Party Chief \$44.74

124

Instrument Man 33.63
 Rodman 29.67

SUPPLEMENTAL BENEFITS

(per hour paid)
 Journeyman \$20.30

OVERTIME PAY

See (A, *E, Q, V) on OVERTIME PAGE
 * Doubletime paid on the 8th hour on Saturday.

HOLIDAY

Paid: See (5, 6, 8, 11, 12, 15, 25) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 11, 12, 25) on HOLIDAY PAGE

9-15Db

Operating Engineer - Building

09/01/2005

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

	07/01/2005			
Building:				
Double Drum...	\$48.72			
Cranes, Stone Derrick, Boom Trucks..	51.60			
Fork Lifts, Hoists Concrete Pump,				
Plaster Buckets & Platforms...	47.56			
All Engine Driven Equipment,				
Compressors...	32.04			
CRANES: Crawler Or Truck				
100' to 149' Boom	\$1.75/hr Addit. To Above Crane Rates.			
150' to 249' "	2.00/hr	"	"	"
250' to 349' "	2.25/hr	"	"	"
350' to 450' "	2.75/hr	"	"	"
Tower Crane	2.00/hr	"	"	"

SUPPLEMENTAL BENEFITS

(per hour paid)
 Journeyman \$17.70 +
 \$3.95/hr (\$3.95 not subject to
 condition V; paid at straight
 time all hours worked)*
 Apprentice \$8.95 +
 \$3.95/hr *(see above)

OVERTIME PAY

See (C, O, *V) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE
 Overtime: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following percentages of Journeyman wage:

1st	2nd	3rd
40%	50%	60%

9-14/14B

Operating Engineer - Building

09/01/2005

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

	07/01/05	
Building:		
Maintenance Engineer...	\$42.42	125
Maintenance Engineer On Pumps,		

Generators, Mixers & Heaters...	33.61
Oilers...	40.47
Oilers On Backhoes, Crawler Cranes & Compressors...	30.79

SUPPLEMENTAL BENEFITS

(per hour paid)

Journeyman...	\$20.30 (+.85 sup dues)
Apprentice...	11.55 (+.85 sup dues)

OVERTIME PAY

See (D, O, V) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE
 Overtime: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following wage rates:

1st	2nd	3rd	4th
\$16.66	20.82	22.90	24.98

9-15Ab

Operating Engineer - Building / Heavy&Highway

09/01/2005

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

EQUIPMENT COVERED: Jet-Rodder/Vacuum Truck, Flusher, Sewer Rodder, Stetco Hoist and similar, Sewer Winch/Tugger Hoist and similar, Vacall/Vactor, Closed Circuit Television Inspection Equipment, Chemical Grouting Equipment and similar, John Beame, Meyers and similar.

WAGES: (per hour)

07/01/05

Maintenance Engineer	\$43.59
Asst. Maint. Engineer	29.44

SUPPLEMENTAL BENEFITS

(per hour paid)

Journeyman	\$20.30
Apprentice	11.55

OVERTIME PAY

See (D, O, V) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 9, 11, 12, 15, 25) on HOLIDAY PAGE
 Overtime: See (5, 6, 9, 11, 12, 15, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following wage rates.

1st	2nd	3rd	4th
\$16.66	20.82	22.90	24.98

9-15Sewer

Operating Engineer - Heavy&Highway

09/01/2005

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per Hour:

DIPPER,CLAMSHELL DREDGES	07/01/2005	10/01/2005
--------------------------	------------	------------

126

CLASS A		
Operator	\$ 28.97	\$ 29.62
CLASS B		
Operator II	\$ 23.94	\$ 24.59
Engineer	25.37	26.02
Boat Master	24.14	24.79
CLASS C		
Maintenance Engineer	\$ 24.49	\$ 25.15
Mate	22.89	23.54
Drag Barge Operator	22.89	23.54
Welder	24.12	24.77
Boat Captain	23.05	23.70
Chief of Party	22.89	23.54
CLASS D		
Oiler	\$ 19.29	\$ 20.34
Scowman	18.78	19.43
Rodman	18.78	19.43
Deckhand	18.83	19.48
HYDRAULIC DREDGES	07/01/2005	10/01/2005
CLASS A		
Leverman	\$ 28.97	\$ 29.62
CLASS B		
Leverman II	\$ 23.94	\$ 24.59
Engineer	24.82	25.47
Derrick Operator	25.07	25.72
Chief Mate	24.72	25.37
Chief Welder	25.38	26.03
Electrician	24.33	24.98
Fill Placer	24.72	25.37
Boat Master	24.13	24.78
CLASS C		
Maintenance Engineer	\$ 24.49	\$ 25.14
Mate	22.89	23.54
Drag Barge Operator	22.89	23.54
Welder (Dredge)	24.11	24.76
Spider Barge Operator	23.91	24.56
Boat Captain	23.05	23.70
Chief of Party	22.89	23.54
CLASS D		
Oiler	\$ 19.29	\$ 19.94
Shoreman	18.80	19.45
Rodman	18.80	19.45
Deckhand	19.23	19.88

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

	07/01/2005	10/01/2005
All Classes A & B	\$ 7.55 plus	\$ 7.90 plus
	7% of Wage	7% of Wage
(overtime hours add)	\$ 1.25	\$ 1.25
All Class C	\$ 6.95 plus	\$ 7.30 plus
	7% of Wage	7% of Wage

(overtime hours add)	\$ 0.95	\$ 0.95
All Class D	\$ 6.35 plus 7% of Wage	\$ 6.70 plus 7% of Wage
(overtime hours add)	\$ 0.65	\$ 0.65

OVERTIME PAY
 See (B, F, R) on OVERTIME PAGE

HOLIDAY
 Paid: See (5, 6, 8, 15, 26) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarConst

Operating Engineer - Heavy&Highway

09/01/2005

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

WAGES

07/01/2005

Survey Rates-Heavy/Highway:	
Party Chief	\$46.14
Instrument Man	33.61
Rodman	29.06

SUPPLEMENTAL BENEFITS

(per hour paid)
 Journeyman \$19.45 (+ \$.85 sup dues)

OVERTIME PAY
 See (B, *E, Q, V) on OVERTIME PAGE
 * Doubletime paid on the 9th hour on Saturday.

HOLIDAY
 Paid: See (5, 6, 7, 11, 12) on HOLIDAY PAGE
 Overtime: See (5, 6, 7, 11, 12) on HOLIDAY PAGE

9-15Dh

Operating Engineer - Heavy&Highway

09/01/2005

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

7/01/05

Heavy and Highway:	
Backhoes	\$43.78
Barrier Movers	43.78
Boom Truck	43.78
Bulldozers	43.78
Cherry Pickers	43.78
Concrete Breaker	43.78
Curb Pavers	43.78
Groover	43.78
Loaders	43.78
P-811 Track Removal Machine or Similar	43.78
Dual Purpose Trucks	41.64
Finishing Machines	41.64
Fireman	41.64
Forklifts	41.64
Post Hole Diggers	41.64
Rollers (5 tons and under)	41.64
Tractors	41.64
Tugger Hoists	41.64
Generators	29.44
Water Pump	30.13
Tower Crane Maint. Engineer	56.64
Cherry Picker (20 Ton)	45.07

128

Oiler 39.48

SUPPLEMENTAL BENEFITS

(per hour paid):

Journeyman... \$20.30
 Apprentices.. 11.55

OVERTIME PAY

See (D, O, V) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 7, 11, 12) on HOLIDAY PAGE
 Overtime: See (5, 6, 7, 11, 12) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following wage rates:

1st	2nd	3rd	4th
\$16.66	20.82	22.90	24.98

9-15-15A/H/H

Painter

09/01/2005

JOB DESCRIPTION Painter

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

WAGES

(Per hour) 07/01/2005 05/01/2006

Brush	\$ 33.00	\$ 33.50
Spray & Scaffold	36.00	36.50
Fire Escape	36.00	36.50
Decorator	36.00	36.50
Paperhanger/Wall Coverer	34.98	35.33

SUPPLEMENTAL BENEFITS

(per hour worked) 07/01/2005 05/01/2006

Paperhanger	\$ 22.02	\$ 23.01
All others	19.91	18.90

OVERTIME PAY

See (A, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Indentured after 5/31/93 (1) year terms at the following wage rate.
 (per hour)

Appr 1st term...	\$ 12.70	\$ 12.70
Appr 2nd term...	16.50	16.75
Appr 3rd term...	19.80	20.10
Appr 4th term...	26.40	26.80

Spplmental benefits:
 (per Hour worked)

Appr 1st term...	7.64	8.63
Appr 2nd term...	9.75	10.74
Appr 3rd term...	12.22	13.21
Appr 4th term...	16.99	17.68

9-NYDC9-B/S

Painter

09/01/2005

JOB DESCRIPTION Painter

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

129

WAGES

Drywall Taper 07/01/2005
 \$35.32

SUPPLEMENTAL BENEFITS

Journeyman \$17.77
 Appr 1st term 8.00
 Appr 2nd term 12.94
 Appr 3rd term 15.62

OVERTIME PAY

See (A, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 10, 11, 18, 19) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following wage rate

1st term \$13.73
 2nd term 20.90
 3rd term 28.26

9-1974-DWT

Painter - Building / Heavy&Highway

09/01/2005

JOB DESCRIPTION Painter - Building / Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

7/01/05

Metal Polisher \$ 21.98

All workers shall be paid a premium in an amount equal to twenty (20%) percent of their basic straight time rate of pay for all time worked on hanging scaffolds and on standing scaffolds while working more than 28 feet off the ground, such premium to be paid on top of their straight time or overtime, whichever is applicable.

SUPPLEMENTAL BENEFITS

(% of Total Wages)

Journeymen & Apprentice - 55% of Wages

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE
 Overtime: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

55% of Basic Polisher Rate (*)

9-8A/28A-MP

Painter - Heavy&Highway

09/01/2005

JOB DESCRIPTION Painter - Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Painter (Striping-Highway): 07/01/05

Striping-Machine Operator \$23.64
 Linerman Thermoplastic 28.49

130

SUPPLEMENTAL BENEFITS

(per hour paid)

Journeyman.. 7.14 +
 7% of wage

OVERTIME PAY

See (B, E, P, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 8, 11, 12, 15, 16, 17, 20) on HOLIDAY PAGE
 Overtime: See (5, 8, 11, 12, 15, 16, 17, 20, 21, 22) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following wage.

1st term	\$ 14.24
2nd term	17.09
3th term	19.94
4th term	21.36

9-8a/28a (230)-HWSt

Painter - Heavy&Highway

09/01/2005

JOB DESCRIPTION Painter - Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Ulster, Warren, Washington, Westchester

WAGES

07/01/2005

STEEL:

" **Bridge	\$ 42.00
" Spray	48.00
" Sandblasting	48.00
" Power Tool	48.00

**For Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

SUPPLEMENTAL BENEFITS

(per hour) \$ 24.77

OVERTIME PAY

See (*A, **F, ***R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (*4, **6) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd
40%	60%	80%

Supplemental Benefits:

1st term	19.77
2nd term	24.77
3rd term	24.77

9-DC-9/806-BrSS

Plasterer

09/01/2005

JOB DESCRIPTION Plasterer

DISTRICT 9

ENTIRE COUNTIES

Bronx, New York, Richmond

WAGES

NEW YORK CITY: Only Manhattan, Staten Island and Bronx counties.

WAGES: (per hour)

131

	07/01/2005	08/03/2005
Building: Plasterer/Traditional	\$ 33.24	\$ 34.03
SUPPLEMENTAL BENEFITS (per hour worked)		
Journeyman	\$ 21.82	\$ 21.82
OVERTIME PAY See (B, E, E2, Q) on OVERTIME PAGE		
HOLIDAY Paid: See (1) on HOLIDAY PAGE Overtime: See (5, 6, 8, 11, 13, 25, 26) on HOLIDAY PAGE		
REGISTERED APPRENTICES (1) year terms at the following percentage of Journeyman's wage.		
First year: 1st 6 months	2nd 6 months	
40%	45%	
Second year: 1st 6 months	2nd 6 months	
55%	60%	
Third year: 1st 6 months	2nd 6 months	
70%	75%	
Supplemental Benefits:		
Appr. 1st term	\$ 9.23	\$ 9.23
Appr. 2nd term	10.22	10.22
Appr. 3rd term	12.15	12.15
Appr. 4th term	13.12	13.12
Appr. 5th term	15.70	15.06
Appr. 6th term	16.05	16.05

9-530-Z2

Plasterer

09/01/2005

JOB DESCRIPTION Plasterer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

07/01/2005

Journeyman \$ 32.00

SUPPLEMENTAL BENEFITS

Journeyman \$ 16.30

OVERTIME PAY

See (C, O) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 10, 11, 13, 18, 19, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1/2) year terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th
40%	45%	55%	60%	70%	75%

Supplemental Benefits:

Appr 1st term	\$ 6.45
Appr 2nd term	7.27
Appr 3rd term	8.91
Appr 4th term	9.73
Appr 5th term	11.37
Appr 6th term	12.20

9-530-Z1/SC

Plumber

09/01/2005

JOB DESCRIPTION Plumber

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

7/01/05

Steamfitter..... \$ 29.30

Refrigeration, A/C, Oil Burner and Stoker Service and Installations, limited on Refrigeration to combined compressors up to five (5) horsepower, and on A/C Heating and Air Cooling to combined compressors up to ten (10) horsepower.

SUPPLEMENTAL BENEFITS

Journeyman..... \$ 7.71

OVERTIME PAY

OVERTIME:.....See (B, E, Q*, S**) on OVERTIME PAGE.

HOLIDAY

HOLIDAY:

Paid:.....See (2, 6, 9, 10, 11, 15, 17, 26, Memorial Day) on HOLIDAY PAGE.

Overtime:..... * (2, 6, 9, 15, 17)

 ** (10, 11, 26, Memorial Day)

9-638B-StmFtrRef

Plumber

09/01/2005

JOB DESCRIPTION Plumber

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Wages: 7/01/05

Steam Fitter*... \$41.82

Sprinkler Fitter*.. \$41.82

For Work on Temporary Heat** & Air Conditioning.. \$31.78

SUPPLEMENTAL BENEFITS

(per hour paid)

Journeyman... \$30.75
 +.32 per hour worked

For Work on Temporary... \$24.39
 Heat & Air conditioning. +.32 per hour worked

Apprentices.. term percentage of \$30.75
 + .32 per hour worked

OVERTIME PAY

OVERTIME:..... See (C*, D**, O, V) on OVERTIME PAGE.

* Applicable to HVAC and mechanical contracts with a dollar value not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000.00) and to fire protection/sprinkler contracts with a dollar value not to exceed Seven Hundred Fifty Thousand Dollars (\$750,000.00). Hours of labor shall be eight hours (8) per day.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following percentage of Journeyman's wage.

1st. 2nd. 3rd. 4th. 5th.
 40% 50% 65% 80% 85%

133
 9-638A-StmSpFtr

Plumber

09/01/2005

JOB DESCRIPTION Plumber

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

	7/01/05	7/01/06
Plumber	\$45.01	\$47.91
Repair & Alteration	\$28.13	\$28.13

Repair & alteration work is any repair and/or replacement of present plumbing system that does not change existing roughing or water supply lines.

THERE ARE NO HELPERS UNDER THIS CLASSIFICATION; WHEN USING APPRENTICES, MUST FOLLOW RATIO FOR PLUMBERS

On tower work, bridges, elevated highway, or buildings, where pipe is being installed, fifty (50) or more feet vertically in a free drop from its base, an additional \$1.00 per hr.

SHIFT WORK: When shift work is directly specified in Transit Authority and/or Department of Transportation contract documents, and must continue for a period of not less than ten (10) consecutive work days. A shift shall consist of seven (7) hours with one-half (1/2) hour for lunch after the first four (4) hours of each shift. A premium of thirty percent (30%) for wages and supplemental benefits on shift work performed Monday through Friday on the 4 P.M. and midnight shifts. For shift work performed on weekends the shift premium shall be fifty percent (50%) of wages and supplemental benefits. For shift work performed on holidays designated below, double time wages and supplemental benefits shall be paid. Also noted that the normal workday Monday through Friday 8:00 A.M. to 3:00 P.M. is not considered shift work, and therefore not subject to shift premium.

SUPPLEMENTAL BENEFITS

Plumber:		
Journeyman	\$28.23	\$28.23
Appr 1st term	0.61	0.61
Appr 2nd term	2.61	2.61
All other Apprs	11.09	11.09
Plumber-Jobbing & Alterations	12.12	12.12

OVERTIME PAY

OVERTIME:

Plumber:..... See (C, O, V), on OVERTIME PAGE.

Plumber-Jobbing & Alterations..See (B, H) on OVERTIME PAGE.

HOLIDAY

HOLIDAY:

Plumber:..... Paid: See (1) on HOLIDAY PAGE.

Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE.

Plumber-Jobbing &

Alterations..Paid: See (1) on HOLIDAY PAGE.

Overtime: See (5, 6, 25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

(1/2) year terms at the following wage:

1st	2nd	3rd & 4th	5th & 6th
\$10.50	10.75	13.04	15.14
7th & 8th	9th	10th	
17.99	\$19.39	31.36	

Roofer

09/01/2005

JOB DESCRIPTION Roofer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Dutchess, Kings, New York, Orange, Putnam, Queens, Richmond, Rockland, Sullivan, Ulster, Westchester

WAGES

7/01/05

Roofer/Waterproofer... \$32.08

SUPPLEMENTAL BENEFITS

Journeyman \$ 21.57
 Appr..... Wage %
 of same

OVERTIME PAY

See (B, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 13, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd
40%	50%	75%

9-8R

Sheetmetal Worker

09/01/2005

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per Hour: 07/01/2005

Sign Erector \$ 35.20

(NOTE)

Overhead Highway Signs and Structurally Supported Signs (SEE IRON WORKER CLASS)

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2005

Journeyman \$ 25.81

OVERTIME PAY

See (A, H) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 11, 12, 16, 25) on HOLIDAY PAGE
 Overtime: See (5, 6, 10, 11, 12, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1/2) year terms at the following rate(s):

1st	2nd	3rd	4th	5th
\$12.09	13.82	15.54	17.27	19.00
6th	7th	8th	9th	10th
20.72	22.45	24.18	25.91	27.63

Supplemental Benefits:

Apprentice(s)
 1st Term \$ 7.79
 2nd Term 8.74
 3rd Term 9.64

135

4th Term	10.52
5th Term	11.97
6th Term	12.75
7th Term	14.30
8th Term	15.13

9-137-SE

Sheetmetal Worker

09/01/2005

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour: 07/01/2005

Sheetmetal Worker \$ 39.99

For Temporary Operation or
 Maintenance of Fans is 80% of Above Wage Rate

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyman \$ 31.06

OVERTIME PAY

See (A, O) on OVERTIME PAGE
 For Fan Maintenance See Codes B & O

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages Per Hour:

(1/2) Year Terms at the following Percent of Journeyman(s) Wage

1st	2nd	3rd	4th	5th	6th	7th	8th
30%	35%	40%	45%	50%	55%	60%	70%

Supplemental Benefits per hour:

1st Term	\$ 11.85
2nd Term	13.38
3rd Term	14.77
4th Term	16.23
5th Term	17.65
6th Term	18.96
7th Term	20.73
8th Term	24.18

4-28

Sprinkler Fitter - Refrigeration

09/01/2005

JOB DESCRIPTION Sprinkler Fitter - Refrigeration

DISTRICT 9

ENTIRE COUNTIES

Bronx, Nassau, New York, Queens, Suffolk

WAGES

Per hour: 07/01/2005

Steamfitter \$ 29.30

Refrigeration, A/C, Oil Burner and Stoker Service and Installations, limited on Refrigeration to combined compressors up to five (5) horsepower, and on A/C Heating and Air Cooling to combined compressors up to ten (10) horsepower.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 7.71

OVERTIME PAY

See (B, E, *Q, **S) on OVERTIME PAGE

* Overtime Code Q applies to Holiday Codes 2, 6, 9, 15, and 17.

** Overtime Code S applies to Holiday codes 10, 11, 26, and Memorial Day.

HOLIDAY

Paid: See (2, 6, 9, 10, 11, 15, 17, 26) on HOLIDAY PAGE

Overtime: See (2, 6, 9, 10, 11, 15, 17, 26) on HOLIDAY PAGE

Memorial Day a Paid Holiday with Overtime as per Overtime Code S

9-638B

Survey Crew Consulting

09/01/2005

JOB DESCRIPTION Survey Crew Consulting

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

PARTIAL COUNTIES

Dutchess: Only the portion south of the north city line in Poughkeepsie.

WAGES

Feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer agreement.

WAGES: (per hour)

7/01/05

Survey Rates:

Party Chief..... \$29.82

Instrument Man.. 25.01

Rodman..... 21.95

SUPPLEMENTAL BENEFITS

(per hour paid)

Journeyman..... \$11.70

OVERTIME PAY

OVERTIME:..... See (B, E*, Q, V) ON OVERTIME PAGE.

*Doubletime paid on the 9th hour on Saturday.

HOLIDAY

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

9-15dconsult

Teamster - Building / Heavy&Highway

09/01/2005

JOB DESCRIPTION Teamster - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour: 07/01/2005

Truck Driver, Chauffeur

Loader/Operator

Trailers \$ 23.10

Straight Jobs 22.80

SUPPLEMENTAL BENEFITS

Per Hour:

All Classifications \$ 18.18

OVERTIME PAY

137

See (B, L, S, S1) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 7, 8, 11, 12, 26) on HOLIDAY PAGE
Employee must work Two(2) Days in Holiday Week

4-282.Demo

Teamster - Building / Heavy&Highway

09/01/2005

JOB DESCRIPTION Teamster - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour: 07/01/2005

Group#1

Excavation \$ 31.235

Group#2

Euclid & Turnapull type \$ 31.800

ADDITIONS Per Day:

Three(3) Axle Tractors
and Trailers: \$ 8.00

Heavy Equipment and
Tag-Alongs Trailers: 12.00

Drivers of Boom Trucks: 10.00

SUPPLEMENTAL BENEFITS

Per Hour:

All Groups/
Classifications \$ 25.00

OVERTIME PAY

See (B, E, Q, R, T) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 11, 12, 15, 25) on HOLIDAY PAGE

Overtime: See (11, 12, 15, 25) on HOLIDAY PAGE

Employee must work Two(2) Days in Holiday Week

5,6,13 Paid at Triple Time if Worked.

4-282ny

Welder

09/01/2005

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per hour

Welder (To be paid the same rate of the mechanic performing the work)

OVERTIME PAY

HOLIDAY

1-As Per Trade

**MINORITY BUSINESS ENTERPRISES
AND
WOMEN'S BUSINESS ENTERPRISES
DIRECTORY
AND
FORMS**

The Port Authority has a long-standing practice of making its contract available to as many firms as possible and has taken affirmative steps to encourage Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) to seek business opportunities with it. The Port Authority's on-line Directory of Qualified MBE/WBEs lists the firms that are registered to assist Contractors in meeting and exceeding their Good Faith Goals.

The MBE/WBE Directory specifies the firms the Authority has determined to be (1) MBEs/WBEs and (2) experienced in performing work in the trades and contract dollar ranges indicated.

Contractors are provided with an interactive directory and the ability to view and print a current listing of M/WBE contractors. Information may be selected and sorted according to categories, state, dollar range, and type (MBE, WBE, DBE, and SBE).

To view the directory, type in www.panynj.gov/mwbe or go to www.panynj.gov, select Engineering - M/W/S/DBE Information (under Doing Business with the Port Authority), and then select MWBE Qualified Vendor Search. A hard copy is available upon request to the Contract Desk at (973) 792-3935 or contractsdesk@panynj.gov.

THE PORT AUTHORITY OF NY & NJ

MBE/WBE CERTIFICATION

UNIFORM CERTIFICATION APPLICATION

General Instructions: PLEASE TYPE OR PRINT CLEARLY. DO NOT LEAVE ANY BLANK SPACES ON THE APPLICATION. If a question is not applicable to your business, insert "N/A" in the space provided for your answer. You may make photocopies of the completed application as necessary. Whenever the space is insufficient to answer the questions completely, attach additional sheets as necessary. Use the question number to identify any answer continued on an additional sheet of paper.

1. Name and Street Address of Applicant Firm (Enter the full name of the enterprise. For example, a corporation named ABC Construction, Inc. should be identified as "ABC Construction, Inc." not as "ABC Construction".)

Company Name _____

Street Address _____

City _____ State _____ Zip _____

1a. "Doing Business As" (D/B/A) Name (Complete if the firm does business under an assumed or trade name which is different from its legal name.) Attach copy of Certification.

1b. Mailing Address (Complete if different from street address)

2. Business Telephone number () _____ Fax: () _____

Cell phone number () _____

3. Federal Employer Identification Number (EIN) or Social Security Number. A Federal Employer Identification Number is required for most business activities. Sole proprietorships may submit the social security number of the owner in lieu of the federal identification number. For an EIN application or additional information, contact the U.S. Internal Revenue Service or visit their website.

Federal Tax ID/EIN# _____ Social Security # _____
(Attach W-9)

4. Name of Company President/Chief Executive Officer/Owner

President Chief Executive Officer Owner

4a. Name, title and telephone number of an officer of the firm who can be contacted during the application review process.

Name Title

Telephone number Cell phone number

5. This firm is applying for certification as: (Refer to page 14 of this application to determine the appropriate definition for your company. One or more categories may be designated)

_____ Woman-Owned Business Enterprise (WBE)

_____ Minority Business Enterprise (MBE)

Schedule A

6. Does this firm have current U.S. Small Business Administration (SBA) 8(a) status? Yes No (If "yes", attach a copy of the SBA letter of approval)

7. Are you currently involved in the bidding process or other contract/purchase order negotiations with any governmental agency, department or authority?

Yes No (If yes, identify agency, department or authority)

8. Type of ownership

Sole Proprietorship _____ Certificate of Trade Name on file in _____
Date Established County

Partnership _____ Business Certificate for Partners _____
Date Established County

Limited Liability Partnership _____ Certificate of Limited Partnership on file in _____
Date Established County

Corporation _____ Certificate of Incorporation on file in _____
Date Established County

Limited Liability Company _____ Articles of Organization on file in _____
Date Established County

8a. Did business exist under a different type of ownership prior to the date indicated in question 8 above?

Yes No (If yes, Explain)

8b. Has your Certificate of Incorporation or business certificate been amended?

Yes No (If yes, Explain)

8c. Method of Acquisition (check all applicable):

Started New Business Secured Franchise Other _____
 Bought Existing Business Secured Concession
 Inherited Business Merger or Consolidation

Date of Acquisition _____

8d. Name and Position of all person (s) with an ownership interest.
(Check all that are applicable. If no positions are held, state 'none'.)

*Group Code Key (Refer to Page 15 for Definitions)

01-Black	02a-Hispanic	03a Asian-Pacific	04-Native American
	02b-Portuguese	03b Asian-Indian	05-Non-Minority
	02c-Spanish		06-Other

Name	Position	Group Code*	%Owned	Gender	US Citizen or Permanent Resident Alien
				<input type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> Yes <input type="checkbox"/> No

9. Identify the cash and capital contributions to the firm by those identified in 8d, including gifts, equipment, loans, and expertise as well as any other individuals.

Contributor/Source	Amount/Value	Type/Date of Contribution

10. If the firm is a partnership, complete for all partners:

Name	Total Amount/Value of Contribution	Date of Ownership

10a. If a corporation or company, complete for all shareholders:

Name	Number of Shares	Common or Preferred	Amount Paid When Purchased	Date of Ownership

11. Gross Receipts (Sales). Provide gross receipts for the last three (3) years. (If in business for less than three (3) years complete as applicable.)

\$ _____ Current Year () \$ _____ Last Year () \$ _____ Previous Year ()

12. Number of employees (Average over the past year)

Permanent		Temporary	
Full-Time		Full-Time	
Part-Time		Part-Time	

13. If licenses, permits or accreditations are required to conduct the business, identify:

Type of License/Permit	Issued by	Issue Date	Exp. Date	Holder/Registrant

14. Check the item (s), which best describe (s) the business operation

- Construction-related Consumer Service
 Professional Service Manufacturer/Supplier
 Technical Service Retail
 Other _____

14a. Describe principal products/commodities sold, specialties or services offered

15. Identify individuals responsible for managerial operations (state if owner or non-owner)
 (*For Group codes see Page 15)

Name & Title	Gender	*Group Code	Owner or Non-Owner
1) Financial Decisions			
_____	<input type="checkbox"/> Male <input type="checkbox"/> Female	_____	<input type="checkbox"/> Owner <input type="checkbox"/> Non-Owner
_____	<input type="checkbox"/> Male <input type="checkbox"/> Female	_____	<input type="checkbox"/> Owner <input type="checkbox"/> Non-Owner
2) Estimating			
_____	<input type="checkbox"/> Male <input type="checkbox"/> Female	_____	<input type="checkbox"/> Owner <input type="checkbox"/> Non-Owner
_____	<input type="checkbox"/> Male <input type="checkbox"/> Female	_____	<input type="checkbox"/> Owner <input type="checkbox"/> Non-Owner
3) Preparing Bids			
_____	<input type="checkbox"/> Male <input type="checkbox"/> Female	_____	<input type="checkbox"/> Owner <input type="checkbox"/> Non-Owner
_____	<input type="checkbox"/> Male <input type="checkbox"/> Female	_____	<input type="checkbox"/> Owner <input type="checkbox"/> Non-Owner

4) Negotiating Bonding

_____ Male Female _____ Owner Non-Owner
_____ Male Female _____ Owner Non-Owner

5) Negotiating Insurance

_____ Male Female _____ Owner Non-Owner
_____ Male Female _____ Owner Non-Owner

6) Marketing & Sales

_____ Male Female _____ Owner Non-Owner
_____ Male Female _____ Owner Non-Owner

7) Hiring & Firing

_____ Male Female _____ Owner Non-Owner
_____ Male Female _____ Owner Non-Owner

8) Supervising Field Operations

_____ Male Female _____ Owner Non-Owner
_____ Male Female _____ Owner Non-Owner

9) Purchasing Equipment/Supplies

_____ Male Female _____ Owner Non-Owner
_____ Male Female _____ Owner Non-Owner

10) Managing & Signing Payroll

_____ Male Female _____ Owner Non-Owner
_____ Male Female _____ Owner Non-Owner

11) Negotiating Contracts

_____ Male Female _____ Owner Non-Owner
_____ Male Female _____ Owner Non-Owner

12) Signatures for Business Accounts

_____ Male Female _____ Owner Non-Owner
_____ Male Female _____ Owner Non-Owner

15a. Do any of the following also work for another firm? If yes, provide the person's name, his/her position, other firm's name, address and telephone number.

	<u>Name & Position</u>	<u>Other Firm Name, Address</u>	<u>Business Telephone</u>
1) Office Staff			
<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____	_____
<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____	_____
2) Field/Supervisory Staff			
<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____	_____
<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____	_____
3) Estimator			
<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____	_____
<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____	_____
4) Controller			
<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____	_____
<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____	_____
5) Consultant (for firms providing consultant/technical services or advisory services)			
<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____	_____
<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____	_____

15b. Does this firm share the following with any other firm? If yes, provide the other firm's name, address & telephone number.

(1.) Office space

Other Firm Name	Address	Telephone No.

(2.) Yard space

Other Firm Name	Address	Telephone No.

(3.) Equipment (include rentals)

Other Firm Name	Address	Telephone No.

16. List rented, leased or owned warehouse, plant and office facilities

Facility Type	Owner or Name of Lessor and/or rental agent	Amount of yearly rent payment

16a. List major equipment or machinery, which is owned or leased by the firm

Type of Equipment	Depreciated Dollar Value	Acquisition Date	Payment Terms

17. Do any principals, officers, employees and/or owners of the firm have an affiliation, i.e. business interest or employment with any other firm? Yes No (If yes, complete the following)

Name of Person	Firm Name & Address	Telephone	Nature of Business	Nature of Affiliation

18. Attorney for firm

Name _____

Address _____

City _____ State _____ Zip _____

Telephone No. _____

19. C.P.A. or Accountant for firm

Name _____

Address _____

City _____ State _____ Zip _____

Telephone No. _____

20. Has the firm applied or received a determination for certification as an M/WBE with another governmental agency, department or authority? Yes No (If Yes, complete the following)

(1.) Pending with

Agency	Date	Contact Person	Telephone No.	Specify M/WBE

(2.) Certified by

Agency	Date	Contact Person	Telephone No.	Specify M/WBE

(3.) Registered by

Agency	Date	Contact Person	Telephone No.	Specify M/WBE

(4.) Withdrawn/Closed out

Agency	Date	Contact Person	Telephone No.	Specify M/WBE

(5.) Rejected by

Agency	Date	Contact Person	Telephone No.	Specify M/WBE

(6.) Denied by

Agency	Date	Contact Person	Telephone No.	Specify M/WBE

(7.) Decertified by

Agency	Date	Contact Person	Telephone No.	Specify M/WBE

20a. Are there appeals pending on any of the above applications or certifications? Yes No

Agency	Date of Appeal	Contact Person	Telephone No.

21. List the three (3) largest accounts for which the applicant has provided goods or services within the last two years

Firm Name & Telephone No.	Account Dollar Amount	Location of Performance	Contact Person	Duration

22. Identify Bank (s) where firm's accounts are maintained

Bank Name & Address	Contact	Type of Account	Account No.

23. Do you have a Line of Credit Yes No (If yes, identify)

Source	Limit	Name of Guarantor (s)

24. List Major current creditors and/or lenders and types of investment and/or loans in the firm

Creditor/Lender Name	Type of Investment/Credit/Loan	Dollar value of investment/Terms/Credit/Loan

25. If company is owned in full or in part by another firm, identify the firm and the percentage of ownership interest. Include venture capitalists and other similar investors.

Firm Name	Address	Percentage Ownership

26. Is the firm bonded? Yes No (If yes, specify type and limit)

Bonding Company _____
 Address _____
 Telephone No. _____ Contact Person _____
 Type _____ Limit _____

SUPPORTING DOCUMENTS

27. REQUIRED FOR ALL APPLICANTS

Attach copies of the following documents, as applicable. Indicate documents submitted by checking appropriate boxes. All documents must be submitted for certification.

NOTE: If applicable documents are not submitted, application will be returned to you.

- 1. Resumes of all principals, partners, officers and/or key employees of the firm. Provide home address and telephone number, education, training and employment with dates
- 2. Copies of any licenses, permits and/or accreditations required to conduct the business
- 3. Bank signature card, bank resolution, or letter from the bank identifying persons authorized to conduct transactions, level of authority and limitations, if any
- 4. Current financial statement
- 5. Most recent three years' Federal, State and City tax returns including all schedules, and W-2s where applicable
- 6. Proof of sources of capitalization/investments
- 7. Proof of ethnicity (*Birth Certificate, Baptismal Certificate, U.S. Passport, U.S. Driver License with photograph*)
- 8. Proof of U.S. Citizenship (*Birth Certificate, Baptismal Certificate, U.S. Passport, Naturalization Certificate*)
- 9. Proof of permanent resident alien status (permanent resident "green" card)
- 10. Lease Agreements for business premises
- 11. All third party agreements including: equipment rental, purchase agreements, management service agreements, etc.
- 12. Any employment agreements
- 13. Vehicle registration(s)
- 14. Any certification, decertification or denial of certification documentation
- 15. Proof of U.S. Small Business Administration (SBA) 8(a) Certification (copies of all approval letters)
- 16. Written request for exemption from disclosure regarding trade secrets

SUPPORTING DOCUMENTS

27a. REQUIRED FOR A SOLE PROPRIETORSHIP

- Copy of Business Trade Name or Certification Trade Name files with County Clerk
(If doing business under an assumed name)

27b. REQUIRED FOR A PARTNERSHIP AND JOINT VENTURE PARTNERSHIP

Attach copies of the following: (Indicate documents submitted by checking appropriate boxes)

1. Business Certificate
 2. Partnership Agreement
 3. Buy-Out Rights

27c. REQUIRED FOR A LIMITED LIABILITY COMPANY (Check appropriate boxes below)

1. Sole Proprietorship
 2. Corporation
 3. Partnership Agreement

Attach required documents and indicate documents submitted by checking appropriate boxes

1. Certificate of formation and/or organization
 2. Operating and/or managing agreements
 3. Franchise and/or third-party agreement

27d. REQUIRED FOR A CORPORATION

Attach documents of the following: (Indicate documents submitted by checking appropriate boxes)

1. Articles of incorporation, including date approved by State
 2. Corporation By-Laws
 3. Minutes of first corporate organizational meeting and amendments
 4. Copies of all issued stock certificates, front and back, as well as next un-issued certificate
 5. Copy of stock ledger
 6. If applicable, furnish copies of agreements relating to:
- a. stock options
 - b. shareholder agreements
 - c. shareholder voting rights
 - d. restriction on the disposal of stock loan agreements
 - e. facts pertaining to the value of shares
 - f. buy-out rights
 - g. restrictions on the control of the corporation

(i) 7. List of current Board of Directors including group code, gender and effective dates

Name	Position	Group Code*	Gender	Date
			<input type="checkbox"/> Male <input type="checkbox"/> Female	
			<input type="checkbox"/> Male <input type="checkbox"/> Female	
			<input type="checkbox"/> Male <input type="checkbox"/> Female	
			<input type="checkbox"/> Male <input type="checkbox"/> Female	

*For Group Codes, See Page 15

NOTE: IF APPLICABLE DOCUMENTS ARE NOT SUBMITTED, APPLICATION WILL BE RETURNED TO YOU.

DEFINITIONS OF MBE AND WBE
(To be used for Question 5, Page 1)

MINORITY BUSINESS ENTERPRISE (MBE) – A business enterprise which is at least fifty-one percent (51%) owned by, and controlled or, in the case of a publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by citizens or permanent resident aliens; and whose management and daily business operations are controlled by one or more such individuals meeting the ethnic definitions of:

- 01 Black
- 02a Hispanic
- 03a Asian-Pacific
- 03b Asian-Indian
- 04 Native American

WOMAN-OWNED BUSINESS ENTERPRISE (WBE) – A business enterprise which is at least fifty-one percent (51%) owned by, and controlled by one or more socially, in the case of a publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by citizens or permanent resident aliens who are women and whose management and daily business operations are controlled by women.

- 01 Black
- 02a Hispanic
- 02b Portuguese
- 02c Spanish
- 03a Asian-Pacific
- 03b Asian-Indian
- 04 Native American

Women, regardless of race or ethnicity

*UNDER EACH CERTIFICATION CATEGORY, OWNERSHIP MUST BE REAL, SUBSTANTIAL AND CONTINUING.
THE APPLICANT MUST HAVE AND EXERCISE THE AUTHORITY TO INDEPENDENTLY CONTROL THE BUSINESS
DECISIONS OF THE ENTERPRISE.*

DEFINITIONS OF GROUP CODES

(To be used for Question 8d, Page 2-3; Question 15, Pages 4-5; and Supporting Documents 27d-7, Page 13)

Group Code	Group Name	Group Definition
01	Black	Persons having origins from any of the black African racial groups not of Hispanic origin
02a	Hispanic	All persons of Mexican, Puerto Rican, Cuban, Caribbean Islands, Central or South American culture or origin, regardless of race
02b	Portuguese	Persons whose culture or origin is rooted in Portugal
02c	Spanish	Persons whose culture or origin is rooted in Spain
03a	Asian-Pacific	Persons having origins in any of the original peoples of the Far East, Southeast Asian or the Pacific Islands
03b	Asian-Indian	Persons having origins in any of the original peoples of the Indian subcontinent
04	Native American	Persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification
05	Non-Minority	Persons whose culture or origin is other than those defined above
06	Other	Persons other than those defined above who believe they are socially and economically disadvantaged

ACKNOWLEDGEMENTS AND VERIFICATION

FIRST, this certification application form, the supporting documents, and any other information provided in support of the application is considered part of the application. Any false statements or misrepresentations in the application may result in the applicant's disqualification from certification as Minority and/or Woman-owned Business Enterprise (M/WBE) by The Port Authority of New York and New Jersey for him/herself and its subsidiaries, which are included in the term "Port Authority".

SECOND, the information contained herein is subject to the Port Authority's Freedom of Information policy as reflected in the resolution adopted by the Committee on Operations of the Port Authority on August 13, 1992.

THIRD, the Port Authority may require further proof of eligibility for certification in addition to the information disclosed in this application and the applicant shall cooperate with the Port Authority in supplying the additional information. By completing this application, the applicant agrees to submit the additional proof required and acknowledges that the Port Authority may decide to deny the application if the additional proof is not submitted within 30 days after it is requested.

FOURTH, by filing this application, the applicant consents to examination of its books and records and interviews of its principals and employees by the Port Authority for the purpose of determining whether the applicant is, or continues to be, an eligible M/WBE. The applicant acknowledges that its certification may be denied if such examinations or interviews are refused or if the Port Authority determines, as a result of the examinations or interviews, that the applicant does not qualify for certification as a M/WBE.

FIFTH, by filing this application, the applicant consents to inquiries being directed by the Port Authority to the applicant's bonding companies, banking institutions, credit agencies, contractors, clients and other certifying agencies for the purpose of ascertaining the applicant's eligibility for certification. If the applicant fails to permit such inquiring to be made, such failure may be grounds for denying or revoking the applicant's certification.

SIXTH, the applicant agrees that it will advise the Port Authority of any change in the ownership or operational and managerial control of applicant's business after the certification application has been filed within 30 days of such change.

SEVENTH, certification is normally granted for a period of five (5) years. However, the Port Authority may require submission of a new application, additional information, examinations of the applicant's principals and employees at any time before the expiration of the five-year certification period. The applicant's failure to submit such material or to consent to such examinations and interviews will be grounds for revocation of certification.

EIGHT, the filing of this application, its acceptance by the Port Authority, and any subsequent certification of the applicant by the Port Authority, is not intended to and does not create any procedural or substantive rights enforceable at law by the applicant against the Port Authority, its Commissioners, officers, agents or employees and any such certification is only intended to facilitate the identification of qualified and bona fide M/WBES.

NINTH, the Code of Ethics certification attached hereto shall be considered part of this certification application and the applicant is advised to familiarize him/herself with the terms of the certification prior to submitting this application.

TENTH, in submitting this application the applicant and each person signing on behalf of the applicant certifies that, to the best of their knowledge and belief, the following statements are true and correct:

- A) No individual who is current or former employee of the Port Authority or its subsidiaries (i.e., Port Authority Trans-Hudson Corporation (PATH), Newark Legal and Communications Center Urban Renewal Corporation) other than those individuals identified in the space immediately below (1) owns an interest in; or (2) has involvement in a relationship with the applicant firm (a) from or as a result of which the individual has received within the past year, or is entitled to receive in any future year, more than \$1,000 or its equivalent; or (b) which has a market value in excess of \$1,000. *(List here any such current or former Port Authority Employee (s))

- B) No individual who is a current or former employee of the Port Authority or its subsidiaries other than those individuals identified in the space immediately below (1) holds a position in the applicant firm such as an officer, director, trustee, partner, employee, or a position of management; or (2) acts as a consultant, agent or representative of the firm in any capacity. *(List here any current or former Port Authority Employee (s))

*Included within the scope of this certification are the individuals identified by the applicant in response to questions 4, 4a, 8d, 9, 10, 10a, 17, 18, 19, 24 and 25.

ELEVENTH, the criteria for certification by the Port Authority as a Small Business Enterprise are outlined in the documentation entitled "Small Business Enterprise Program (SBE) Administered by The Port Authority of New York and New Jersey" which accompanies this application. If the applicant believes that he/she is eligible for SBE certification, he/she may request that this application also be treated as an SBE certification application by signing below. If signature is provided, all acknowledgments and provisions of this M/WBE certification shall also apply.

Applicant _____ Date _____

VERIFICATION

STATE OF _____)

SS:

COUNTY OF _____)

(A) (For Sole Proprietorships, Partnerships, and Limited Liability Partnerships)

_____, being duly sworn, states that he or she is the owner of (or a Partner in) the entity making the foregoing application and that the statements and representations made in the application are true to his/her own knowledge.

Signature Date

(B) (For Corporations and Limited Liability Companies)

_____, being duly sworn, states that he/she is the
Name of Corporate Officer

_____ of _____
Title of Corporate Officer Name of Corporation

the entity making the foregoing application, that he/she has read the application and knows its contents, that the statements and representations made in the application are true to his/her knowledge, and that the application is made at the direction of the Board of Directors of the Corporation.

Corporate Seal _____
Signature Date

Sworn to before me this _____ day of _____, 20_____

Notary Public

Mail to: *The Port Authority of New York and New Jersey
Office of Regional and Economic Development/Small Business Programs
233 Park Avenue South, 4th Floor
New York, NY 10003*

NOTE: Applicant must also sign page 16

CODE OF ETHICS CERTIFICATION

In signing and submitting the annexed Certification Application, each applicant and each person signing on behalf of any applicant certifies that they have not made any offers or agreements or given or agreed to give anything of value or taken any other action with respect to any employee or former employee of The Port Authority of New York and New Jersey or any of its subsidiaries (hereinafter referred to as the "Authority") or any immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics and Financial Disclosure dated as of July 18, 1994 (a copy of which is available upon request to the Office of Regional and Economic Development /Small Business Programs), nor do they have any knowledge of any act on the part of such employee or former employee relating either directly or indirectly to the applicant which constitutes a breach of the ethical standards set forth in said code.

As used herein, "anything of value" shall include but not be limited to any (a) favors, such as meals, entertainment, transportation (other than that contemplated by an Authority contract), etc., which might tend to obligate the Authority employee to the Contractor and (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment or business opportunity. Such term shall not include compensation contemplated by any Authority contract.

The foregoing certification shall be deemed to have been made by the applicant as follows: If the applicant is a corporation, such certification shall be deemed to have been made not only with respect to the application itself, but also with respect to each director and officer, as well as, to the best of the certifier's knowledge and belief, each stockholder with an ownership interest in excess of 10%; if the applicant is a partnership, such certification shall be deemed to have been made not only with respect to the applicant itself, but also with respect to each partner. Moreover, the foregoing certification, if made by a corporate applicant, shall be deemed to have been authorized by the Board of Directors of the applicant, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of such certification as the act and deed of the corporation.

In any case where the applicant cannot make the foregoing certification, the applicant shall so state and shall furnish with the application, a signed statement that sets forth in detail the reasons thereof.

The foregoing certification or signed statement shall be deemed to have been made by the applicant with full knowledge that it would become part of the records of the Authority and that the Authority will rely on its truth and accuracy in granting certification.

Applicants are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see e.g., New York Penal Law, Section 175.30 et. Seq.). Applicants are also advised that the inability to make such certification will not, in and of itself disqualify an applicant, and that in each instance the Authority will evaluate the reasons therefore provided by the applicant.

**SMALL BUSINESS ENTERPRISE PROGRAM
ADMINISTERED BY
THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY**

The Small Business Enterprise Program is designed to promote New York and New Jersey businesses and to provide them with the advantage of competing against firms of like size and expertise in a limited competitive environment. In order to be eligible to participate in opportunities set aside for the program, the Port Authority must certify a firm as a Small Business Enterprise. To be eligible for certification, firms at a minimum:

- Must have its principal place of business in either New York or New Jersey
- Must have operated in that specific type of business for at least three (3) years
- Cannot exceed the average annual income limitations (cited below) utilizing gross revenues for the last three (3) fiscal years

Average Annual Income Limitation for Programs

□ **SBE Construction Program - \$13 million**

The Port Authority's Engineering Department must also qualify firms applying for this program. This requires the submittal of acceptable references for completed contracts. A minimum of three (3) acceptable references is required for each construction specialty area.

□ **SBE Architectural & Engineering Program - \$4.5 million**

- *Landscape Architectural Services - \$6.5 million*
- *Marine Engineering & Naval Architecture - \$17 million*

Firms applying for these programs must also have averaged annual revenues of no less than \$100,000 over the last three (3) fiscal years to be considered for the program.

□ **SBE Commodity Program - \$6.5 million**

Firms eligible to participate in the Commodity Program are eligible to take advantage of a five percent (5%) price preference in designated contracts solicited by the Port Authority's Procurement Division.

□ **SBE Janitorial Maintenance Program - \$15 million**

□ **SBE Unarmed Guard Service Program - \$11.5 million**

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

Return your submittal to: *The Port Authority of NY & NJ
Office of Regional & Economic Development
Small Business Programs
233 Park Avenue South, 4th Floor
New York, NY 10003*

Firms not currently certified should call (212) 435-7808 for information

*(Note: This form need not be completed if all joint venture firms are M/W/DBEs
The Joint Venture approval is valid through the duration of the Port Authority contract)*

1. NAME OF JOINT VENTURE: _____

2. ADDRESS OF JOINT VENTURE: _____

3. TELEPHONE NUMBER (S) OF JOINT VENTURE: _____

4. (A) IDENTIFY THE FIRMS WHICH COMPRISE THE JOINT VENTURE. (THE MINORITY OR WOMAN-OWNED OR DISADVANTAGED BUSINESS ENTERPRISE PARTNER MUST COMPLETE A UNIFORM CERTIFICATION APPLICATION – SCHEDULE A):

(B) DESCRIBE THE ROLE OF THE M/W/DBE IN THE JOINT VENTURE:

5. NATURE OF THE JOINT VENTURE'S BUSINESS: _____

6. PROVIDE A COPY OF THE JOINT VENTURE AGREEMENT.

Schedule B

7. WHAT IS THE CLAIMED PERCENTAGE OF MBE OR WBE OF DBE OWNERSHIP? _____

8. OWNERSHIP OF JOINT VENTURE: (THIS NEED NOT BE FILLED IN IF DESCRIBED IN THE JOINT VENTURE AGREEMENT)

(A) PROFIT AND LOSS SHARING: _____

(B) CAPITAL CONTRIBUTIONS, INCLUDING EQUIPMENT:

(C) OTHER APPLICABLE OWNERSHIP INTERESTS:

9. CONTROL OF AND PARTICIPATION IN THIS CONTRACT. IDENTIFY BY NAME, RACE, SEX AND "FIRM" THOSE INDIVIDUALS AND THEIR TITLES WHO ARE RESPONSIBLE FOR DAY-TO-DAY MANAGEMENT AND POLICY DECISION-MAKING, BUT NOT LIMITED TO, THOSE WITH PRIME RESPONSIBILITY FOR:

<u>NAME & TITLE</u>	<u>SEX</u>	<u>GROUP CODE*</u>	<u>FIRM</u>
FINANCIAL DECISIONS			
_____	<input type="checkbox"/> M <input type="checkbox"/> F	_____	_____
_____	<input type="checkbox"/> M <input type="checkbox"/> F	_____	_____
MANAGEMENT DECISIONS, SUCH AS:			
ESTIMATING			
_____	<input type="checkbox"/> M <input type="checkbox"/> F	_____	_____
_____	<input type="checkbox"/> M <input type="checkbox"/> F	_____	_____
MARKETING AND SALES			
_____	<input type="checkbox"/> M <input type="checkbox"/> F	_____	_____
_____	<input type="checkbox"/> M <input type="checkbox"/> F	_____	_____

HIRING AND FIRING OF MANAGEMENT PERSONNEL

_____	<input type="checkbox"/> M	<input type="checkbox"/> F	_____	_____
_____	<input type="checkbox"/> M	<input type="checkbox"/> F	_____	_____

PURCHASING OF MAJOR ITEMS OR SUPPLIES

_____	<input type="checkbox"/> M	<input type="checkbox"/> F	_____	_____
_____	<input type="checkbox"/> M	<input type="checkbox"/> F	_____	_____

SUPERVISION OF FIELD OPERATIONS

_____	<input type="checkbox"/> M	<input type="checkbox"/> F	_____	_____
_____	<input type="checkbox"/> M	<input type="checkbox"/> F	_____	_____

***GROUP CODE KEY**

- | | | | |
|-------------------|-------------------------|----------------------------|-----------------------------|
| 01 - BLACK | 02A - HISPANIC | 03A - ASIAN-PACIFIC | 04 - NATIVE AMERICAN |
| | 02B - PORTUGUESE | 03B - ASIAN-INDIAN | 05 - NON-MINORITY |
| | 02C - SPANISH | | 06 - OTHER |

Affidavit

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of the joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned agree to provide to the grantee current and complete information and any proposed changes to the joint venture arrangement. The undersigned also agree to permit authorized representatives of the grantee or the Federal-funding agency to audit and examine the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statement."

NAME OF FIRM

NAME OF FIRM

SIGNATURE

SIGNATURE

NAME

NAME

TITLE

TITLE

DATE

DATE

State of _____

County of _____

On this _____ day of _____, 20____, before me appeared (name) _____ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public

State of _____

County of _____

On this _____ day of _____, 20____, before me appeared (name) _____ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public

THE PORT AUTHORITY OF NY & NJ

MBE/WBE/DBE PARTICIPATION PLAN

Small Business Programs

INSTRUCTIONS: The Contractor is required to submit to the Engineering Dept. this **MODIFIED PLAN** for any changes to the original plan: i.e.; subcontractor, dollar amount or work performed.

NOTE: If more than 1 page is used, complete totals on last page.

Contract Number: _____

Work Description: _____

Contractor Name: _____

Mailing Address: _____

Contract Amount: _____

Contract Goals: MBE WBE DBE

Name, Address, Phone Number of PA Certified MBE/WBE/DBE subcontractor (including name of contact person)	Indicate MBE, WBE Or DBE	Description of Work, Services to be Provided. Where applicable, specify "supply" or "install" or both "supply" and "install."	Anticipated date work will start and finish	Approximate \$ amount of M/W/DBE Subcontract	MBE/WBE/DBE % of Total Contract Amount
163					
TOTAL:					

Signature of Contractor: _____

Print Name: _____

Title: _____ Date: _____

FOR SBP USE ONLY		Plan Accepted
<input type="checkbox"/> Meets or Exceeds Contract Goals	<input type="checkbox"/> Waived Contract Goals	<input type="checkbox"/> Yes
Reviewed by: _____		<input type="checkbox"/> No
SBP Business Development Representative		
Print Name: _____	Date: _____	

Distribution: Original - SBP; Copy 2 - Engineer of Construction; Copy 3 - Contractor; Copy 4 - Line Department

**THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
3RD FLOOR
3 GATEWAY CENTER
NEWARK, NJ 07102**

June 13, 2006

ADDENDUM NO. 3

**TO PROSPECTIVE BIDDERS ON CONTRACT BT-200.200 – PORT AUTHORITY BUS
TERMINAL – CONSTRUCTION PROGRAM**

The following changes are hereby made in the Contract Documents for the subject Contract.

This communication should be physically annexed to back cover of the book and initialled by each bidder before submitting his bid.

In case any bidder fails to conform to these instructions, his Proposal will nevertheless be construed as though this communication had been so physically annexed and initialled.

CHANGES IN THE CONTRACT BOOKLET

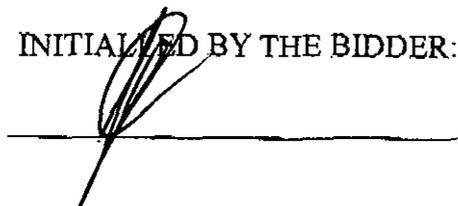
Page 43 - In the second line of the first paragraph on this page, change "C." to read "E."

Page 44- In the eighth line of 7.), change "C." to read "E."

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

Francis J. Lombardi, P.E.
Chief Engineer

INITIALED BY THE BIDDER:



THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
3RD FLOOR
3 GATEWAY CENTER
NEWARK, NJ 07102

June 12, 2006

ADDENDUM NO. 2

TO PROSPECTIVE BIDDERS ON CONTRACT BT-200.200 – PORT AUTHORITY BUS
TERMINAL – CONSTRUCTION PROGRAM

The following changes are hereby made in the Contract Documents for the subject Contract.

This communication should be physically annexed to back cover of the book and initialled by each bidder before submitting his bid.

In case any bidder fails to conform to these instructions, his Proposal will nevertheless be construed as though this communication had been so physically annexed and initialled.

CHANGES IN THE CONTRACT BOOKLET

- Page 39 - Delete the entire page and physically attach in its place new page 39 and 39A which are attached hereto and made a part hereof.
- Page 40 - Delete the text of the clause entitled "ADMINISTRATIVE AND GENERAL CONDITIONS EXPENSES" and substitute the following therefor:
- "As directed by the Engineer, the Contractor shall provide labor, equipment and material to staff and maintain a field office at the construction site for solicitation of proposals, for the coordination and direction of all work performed by subcontractors under each Work Order and work performed by subcontractors under each Work Order and work performed by subcontractors under any separate Work Orders issued by the Engineer and administrative services approved in advance by the Engineer for the supervision of the Work at the construction site and for performing such work as debris removal, temporary construction and other general conditions work approved by the Engineer. The Contractor shall submit to the Engineer for review and approval by the Engineer his associated paper work procedures, including but not limited to, tracking all submittals, submitting subcontractors for approval, documenting all aspects for the M/WBE participation plan, documenting changes to each Work Order after acceptance by the Authority, cost estimating, scheduling and coordination of all testing required under each Work Order, to be adhered to by the Contractor, analyzing the raw data furnished by the Contractor and evaluating the subcontractor's performance. The Contractor shall document all costs including Administrative Expenses related to each Work Order and provide such with each semi-monthly certificate. The Engineer will set priorities of importance for all Work. The Schedule under which all Work is actually performed shall be prepared by the Contractor.

ADDENDUIM NO. 2

- A. The Contractor will be compensated for such labor engaged in administrative services and supervision of the work described above at the hourly rate, which will be subject to the initial and continuing approval of the Engineer, multiplied by 1.45. This shall include vacation allowances, sick leave, compensated absence time, holidays, deferred compensation plans, if any, retirement plans if any, taxes paid by the employer pursuant to law, and all other fringes and supplemental benefits. The multiplier shall not apply to any increase in the hourly rate for overtime.
- B. The Contractor will be compensated for equipment and material required for administrative services in accordance with the clause entitled "Net Cost".
- C. The Contractor will be compensated for such labor, equipment and material engaged in debris removal, temporary construction and other general conditions work described above in accordance with the clause entitled "Net Cost". The Contractor shall be compensated for services performed under this paragraph in the amount actually paid by the Contractor to third parties, as approved by the Engineer. "

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

Francis J. Lombardi, P.E.
Chief Engineer

INITIALED BY THE BIDDER:



**THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
3RD FLOOR
3 GATEWAY CENTER
NEWARK, NJ 07102**

June 9, 2006

ADDENDUM NO. 1

**TO PROSPECTIVE BIDDERS ON CONTRACT BT-200.200 – PORT AUTHORITY BUS
TERMINAL – CONSTRUCTION PROGRAM**

The following changes are hereby made in the Contract Documents for the subject Contract.

This communication should be physically annexed to back cover of the book and initialled by each bidder before submitting his bid.

In case any bidder fails to conform to these instructions, his Proposal will nevertheless be construed as though this communication had been so physically annexed and initialled.

CHANGES IN THE CONTRACT BOOKLET

Page 1 - Delete the first and second paragraphs from the top of the page and insert the following therefore:

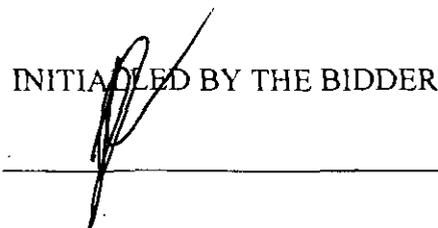
“The Port Authority of New York and New Jersey, hereinafter called "the Authority", invites Proposals in the annexed form. Proposals and Qualification Information will be due on 2:30 P.M. on Thursday, June 15, 2006 in the office of the Director of Procurement, Attn: Bid Custodian, One Madison Avenue, 7th Floor, New York, NY 10010.

Proposals received prior to the June 15, 2006 due date from those bidders deemed qualified by the Chief Engineer as meeting the qualification requirements set forth in the bid documents will be opened and publicly read on Wednesday, June 21, 2006 in the Bid Room in the office of the Director of Procurement, One Madison Avenue, 7th Floor, New York, NY 10010.”

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

Francis J. Lombardi, P.E.
Chief Engineer

INITIALED BY THE BIDDER:



THE PORT AUTHORITY OF NY & NJ

Lillian D. Valenti
Director, Procurement

January 3, 2011

VIA FACSIMILE AND UPS NEXT DAY DELIVERY

VRH Construction Corp.
320 Grand Avenue
Englewood, NJ 07631

**SUBJECT: PORT AUTHORITY BUS TERMINAL – FACADE IMPROVEMENTS: TRUSS
PAINTING – CONTRACT BT-254.128
PURCHASE ORDER UBT254128**

Gentlemen:

The Port Authority of New York and New Jersey hereby accepts your proposal on the above Contract.

The Port Authority elects not to require you to furnish a performance and payment bond.

Your attention is directed to the clause of the Contract entitled "Time for Completion and Damages for Delay" and to the fact that before you may commence performance of the work you must furnish whichever of the documents mentioned in that clause are applicable.

Forwarded herewith for your use and compliance are "General Instructions Relating to the Direction and Processing of Correspondence and of Those Other Items Specified to be Submitted to the Port Authority Under the Terms of the Contract".

In order to ensure that payments are processed properly, please include the above-referenced Purchase Order No. on all payment invoices and correspondence.

Very truly yours,

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

BY *Lillian D. Valenti*
Director of Procurement

Approved as to form: F. F.

Darrell Buchbinder
General Counsel

By *[Signature]*
Attorney
Date 12/30/10

VRH CONSTRUCTION CORP.

THE PORT AUTHORITY OF NY & NJ



CT06251128

F.F.
J.MCV.

PORT AUTHORITY BUS TERMINAL

FACADE IMPROVEMENTS: TRUSS PAINTING

CONTRACT BT-254.128

NOVEMBER 2010

This proposal is not complete unless bidder's
Signature appears on page 24

THE PORT AUTHORITY OF NY & NJ

COMMISSIONERS

Anthony R. Coscia, Chairman
Virginia S. Bauer
Michael J. Chasanoff
Stanley E. Grayson
H. Sidney Holmes III

Henry R. Silverman, Vice-Chairman
Raymond M. Pocino
Anthony J. Sartor
David S. Steiner

EXECUTIVE STAFF

Christopher O. Ward, Executive Director
William Baroni, Jr., Deputy Executive Director
Ernesto L. Butcher, Chief Operating Officer
Darrell Buchbinder, General Counsel
David B. Tweedy, Chief of Capital Planning
A. Paul Blanco, Chief Financial Officer
Louis J. LaCapra, Chief Administrative Officer
Francis J. Lombardi, Chief Engineer
Michael Fabiano, Acting Chief Technology Officer
Stephen Sigmund, Chief of Public and Government Affairs
Michael B. Francois, Chief of Real Estate and Development
Robert E. VanEtten, Inspector General
Michael Fedorko, Director, Public Safety Department
Karen E. Eastman, Office of the Secretary

Victoria Cross Kelly, Director,
Tunnels, Bridges & Terminals Department

Susan M. Baer, Director,
Aviation Department

Michael P. DePallo, Director,
Rail Transit Department

Richard M. Larrabee, Director,
Port Commerce Department

TABLE OF CONTENTS

ADVERTISEMENT	A
INFORMATION FOR BIDDERS	1
1. FORM AND SUBMISSION OF PROPOSALS.....	1
2. PAPERS ACCOMPANYING PROPOSALS.....	1
3. QUALIFICATION INFORMATION.....	4
4. ACCEPTANCE OR REJECTION OF PROPOSAL	5
5. RETURN OF CERTIFIED CHECKS	5
6. WEBSITE POSTINGS OF CONTRACT DOCUMENTS.....	5
7. DISPOSAL OF CONTRACT DOCUMENTS	6
8. MINORITY AND WOMEN'S BUSINESS ENTERPRISES PROGRAM (MBE/WBE).....	6
9. INSPECTION OF SITE.....	13
10. QUESTIONS BY BIDDERS.....	13
11. PORT AUTHORITY SECURITY REQUIREMENTS.....	13
12. PREVAILING RATE OF WAGE CERTIFICATION.....	14
13. CERTIFICATION OF NO INVESTIGATION (CRIMINAL OR CIVIL ANTI-TRUST), INDICTMENT, CONVICTION, SUSPENSION, DEBARMENT, DISQUALIFICATION, PREQUALIFICATION DENIAL OR TERMINATION, ETC; DISCLOSURE OF OTHER REQUIRED INFORMATION	15
14. NON-COLLUSIVE BIDDING AND CODE OF ETHICS CERTIFICATION; CERTIFICATION OF NO SOLICITATION BASED ON COMMISSION, PERCENTAGE, BROKERAGE, CONTINGENT FEE OR OTHER FEE.....	18
15. BIDDER ELIGIBILITY FOR AWARD OF CONTRACTS - DETERMINATIONS BY AN AGENCY OF THE STATE OF NEW YORK OR NEW JERSEY CONCERNING ELIGIBILITY TO RECEIVE PUBLIC CONTRACTS	19
16. CONSTRUCTION SKILLS 2000 - APPRENTICESHIP PROGRAM.....	20
17. CERTIFICATION OF PARTICIPATION IN A STATE-REGISTERED APPRENTICESHIP PROGRAM.....	20
PROPOSAL	22
ACKNOWLEDGMENT	25
STATEMENT ACCOMPANYING PROPOSAL	26
BID BOND	27
ACKNOWLEDGMENT	29
FORM OF CONTRACT	30

CHAPTER 1 - GENERAL PROVISIONS

18. DEFINITIONS30
19. GENERAL AGREEMENT32
20. AUTHORITY ACCESS TO RECORDS33
21. AGENCY FOR RENTAL OF CONSTRUCTION EQUIPMENT33
22. EXEMPTION FROM NEW YORK STATE AND NEW YORK CITY SALES TAXES35
23. PERFORMANCE AND PAYMENT BOND.....37

CHAPTER II - ADJUSTMENTS AND PAYMENTS

24. ADJUSTMENTS OF LUMP SUM39
25. COMPENSATION FOR EXTRA WORK39
26. COMPENSATION FOR PREMIUM TIME42
27. COMPENSATION FOR EMERGENCY DELAYS43
28. MONTHLY ADVANCES.....44
29. RELEASE OF MONIES PREVIOUSLY WITHHELD FROM MONTHLY ADVANCES UPON
RENDITION OF A CERTIFICATE OF SUBSTANTIAL COMPLETION.....45
30. FINAL PAYMENT45
31. WITHHOLDING OF PAYMENTS47

CHAPTER III - PROVISIONS RELATING TO TIME

32. TIME FOR COMPLETION AND DAMAGES FOR DELAY48
33. EXTENSIONS OF TIME.....48
34. IDLE SALARIED MEN AND EQUIPMENT50
35. DELAYS TO CONTRACTOR51
36. CANCELLATION FOR DELAY52

CHAPTER IV - CONDUCT OF CONTRACT

37. AUTHORITY OF CHIEF ENGINEER.....53
38. AUTHORITY AND DUTIES OF ENGINEER54
39. NOTICE REQUIREMENTS.....54
40. EQUAL EMPLOYMENT OPPORTUNITY56
41. AFFIRMATIVE ACTION REQUIREMENTS - EQUAL EMPLOYMENT OPPORTUNITY57
42. PREVAILING RATE OF WAGE64
43. EXTRA WORK ORDERS66
44. PERFORMANCE OF EXTRA WORK67
45. TITLE TO MATERIALS67
46. ASSIGNMENTS AND SUBCONTRACTS67
47. CLAIMS OF THIRD PERSONS.....68

48. CERTIFICATES OF PARTIAL COMPLETION	68
49. CERTIFICATE OF SUBSTANTIAL COMPLETION	69
50. CERTIFICATE OF FINAL COMPLETION.....	69
51. NO GIFTS, GRATUITIES, OFFERS OF EMPLOYMENT, ETC.	70

CHAPTER V - WARRANTIES MADE AND LIABILITY ASSUMED BY THE CONTRACTOR

52. CONTRACTOR'S WARRANTIES	71
53. RISKS ASSUMED BY THE CONTRACTOR.....	72
54. NO THIRD PARTY RIGHTS	73
55. INSURANCE PROCURED BY THE AUTHORITY.....	73
56. INSURANCE PROCURED BY CONTRACTOR.....	76

CHAPTER VI - RIGHTS AND REMEDIES

57. RIGHTS AND REMEDIES OF AUTHORITY	79
58. RIGHTS AND REMEDIES OF CONTRACTOR	80
59. PERFORMANCE OF WORK AS AGENT FOR CONTRACTOR.....	80
60. NO ESTOPPEL OR WAIVER.....	80

CHAPTER VII - MISCELLANEOUS

61. SUBMISSION TO JURISDICTION.....	82
62. PROVISIONS OF LAW DEEMED INSERTED	82
63. INVALID CLAUSES	82
64. NON-LIABILITY OF THE AUTHORITY REPRESENTATIVES	82
65. SERVICE OF NOTICES ON THE CONTRACTOR	83
66. MODIFICATION OF CONTRACT.....	83
67. PUBLIC RELEASE OF INFORMATION.....	83
PERFORMANCE AND PAYMENT BOND	85
ACKNOWLEDGMENT.....	88
SPECIFICATIONS.....	89

DIVISION 1 - GENERAL PROVISIONS

68. CONSTRUCTION REQUIRED BY THE SPECIFICATIONS.....	89
69. AVAILABLE PROPERTY	90
70. OPERATIONS OF OTHERS.....	90
71. LABOR ACTIONS.....	90
72. CONTRACTOR'S MEETINGS	91
73. CONTRACT DRAWINGS	91
74. REFERENCE DRAWINGS.....	92
75. SHOP DRAWINGS, CATALOG CUTS AND SAMPLES	94

76. SUBSTITUTION.....	97
77. WORKMANSHIP AND MATERIALS.....	98
78. INSPECTIONS AND REJECTIONS.....	100
79. MANUFACTURERS' CERTIFICATION.....	102
80. NO RELEASE OF CONTRACTOR.....	102
81. ERRORS AND DISCREPANCIES.....	102
82. DIFFERING SUBSURFACE CONDITIONS.....	102
83. ACCIDENTS AND FIRST AID PROVISIONS.....	103
84. SAFETY PROVISIONS.....	103
85. RECYCLING OF CONSTRUCTION DEBRIS MATERIAL.....	105
86. DAILY PROGRESS, EQUIPMENT AND LABOR REPORTS.....	105
87. LAWS AND ORDINANCES.....	106
88. IDENTIFICATION.....	106
89. SIGNS.....	106
90. CONTRACTOR'S FIELD OFFICE AND REPRESENTATIVE.....	106
91. SURVEYS.....	107
92. TEMPORARY STRUCTURES.....	107
93. PERMIT AND REQUIREMENTS FOR WELDING.....	108
94. FINAL INSPECTION.....	108
95. WARRANTIES.....	108
96. REQUIREMENTS FOR CRANES AND DERRICKS.....	108
97. TEMPORARY UTILITY SERVICES.....	115
98. TEMPORARY SANITARY FACILITIES.....	116
99. LEAD COST SUMMARY SUBMITTAL.....	116
100. PROGRESS SCHEDULE.....	118
101. ANALYSIS OF BID.....	129
102. CONDITIONS AND PRECAUTIONS.....	129
103. HOURS OF WORK AND CONSTRUCTION STAGING.....	130
104. MAINTENANCE OF TRAFFIC AND WORK AREA PROTECTION.....	130

SECTION

TITLE

DIVISION 2 - SITEWORK

02095 CONTAINMENT, WORKER, AND ENVIRONMENTAL PROTECTION
02844 TEMPORARY CONCRETE BARRIER
02846 TEMPORARY WATER-FILLED BARRIER
02850 PLYWOOD SIGN PANELS AND WOOD SIGN POSTS
02851 ALUMINUM SIGN PANELS

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07910 COMPRESSION SEALS

DIVISION 9 - FINISHES

09913 PAINT REMOVAL AND REPAINTING METAL FABRICATIONS

Appendix A Permit

Prevailing Rate Schedule NY (Non-FAA)

Notification of M/WBE On-line Directory and Forms

Schedule A

Schedule B

Schedule C

Schedule D

Analysis of Bid

ADVERTISEMENT

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

Sealed proposals for the following contract will be received by The Port Authority of New York and New Jersey in the office of the Director of Procurement, Attn: Bid Custodian, One Madison Avenue, 7th Floor, New York, NY 10010, until 2:30 P.M. on the date indicated where the proposals will then be publicly opened and read in the Bid Room.

Contract documents may be seen at the Contract Desk on the 3rd Floor, 3 Gateway Center, Newark, NJ and may be obtained upon receipt of a non-refundable payment of \$100.00 per set. Only company checks or money orders payable to the order of The Port Authority of New York and New Jersey will be accepted. If checks or money orders for documents are mailed, they should be addressed to The Port Authority of New York and New Jersey, Contract Desk, 3rd Floor, 3 Gateway Center, Newark, NJ 07102. For availability of contract documents, go to <http://www.panynj.gov/business-opportunities/bid-proposal-advertisements.html> Questions by prospective bidders concerning the contract should be directed only to the person whose name and phone number is listed.

A VALID PHOTO ID IS REQUIRED TO GAIN ACCESS INTO EITHER BUILDING.

Contract BT-254.128 - Port Authority Bus Terminal - PABT - Façade Improvements - Truss Painting. Estimate Range: \$1M – \$5M. Bids Due Tuesday, November 9, 2010. The work under this contract consists generally of removal of existing paint to base steel on trusses and repainting all exterior steel and sign grid members, parapet walls, railings and spandrels; replace existing expansion joint at 8th Avenue and W. 42nd Street; provide maintenance of traffic protection; remove and reinstall bird netting; and related Work at the Port Authority Bus Terminal and the vicinity thereof in Manhattan, New York. For questions, call Jessamma Vatakencherry at (212) 435-3953 or email – jvataken@panynj.gov.

MONDAY, October 18, 2010

INFORMATION FOR BIDDERS

32. FORM AND SUBMISSION OF PROPOSALS

The Port Authority of New York and New Jersey, hereinafter called "the Authority", invites Proposals in the annexed form. Proposals will be received until 2:30 P.M. on Tuesday, November 9, 2010 in the office of the Director of Procurement, Attn: Bid Custodian, One Madison Avenue, 7th Floor, New York, NY 10010 at which time they will be opened and publicly read in the Bid Room. Each Proposal must be contained in the envelope furnished by the Authority, which shall be sealed and conspicuously endorsed with the bidder's name and the number of this Contract in the space provided. This Contract booklet shall not be unstapled or taken apart.

The Proposal must be submitted upon the blank form bound herewith and must give all information required. ¹ The Proposal must be signed and the acknowledgment taken on the appropriate form following the Proposal.

No effort is made to emphasize any particular provision of the Contract, but bidders must familiarize themselves with every provision and its effect.

33. PAPERS ACCOMPANYING PROPOSALS

Each Proposal must be accompanied by the following papers, which, unless otherwise indicated, should be enclosed with the Proposal:

- A. If the bidder be a corporation, a statement of the names and residences of its officers, which should be included on the page following the Proposal.

If the bidder be a partnership, a statement of the names and residences of its members, indicating which are general and which are special partners, which should be included on the page following the Proposal.

If the bidder be an individual, a statement of his residence, which should be included on the page following the Proposal.

- B. Either the Bid Bond bound herewith, duly executed by the bidder as principal and by one or more surety companies duly authorized to carry on the business of suretyship in the state(s) in which the construction site is located, whose names appear on the current list of the Treasury Department of the United States as acceptable as sureties upon federal contracts; or, in lieu of a Bid Bond.

A certified check, payable to the order of The Port Authority of New York and New Jersey, in the same amount appearing in the Bid Bond form, which check shall be placed in an envelope marked "Bid Security" and enclosed with the Proposal.

¹ While two or more copies of this booklet may be furnished to each prospective bidder, only one should be submitted. The extra copies are for the bidders use.

C.

- 1.) Certified financial statements, including applicable notes, reflecting the bidder's assets, liabilities, net worth, revenues, expenses, profit or loss and cash flow for the most recent calendar year or the bidder's most recent fiscal year.
- 2.) Where such certified financial statements are not available, then either reviewed or compiled statements from an independent accountant setting forth the information described in Paragraph 1, above.
- 3.) Where neither certified financial statements nor financial statements from an independent accountant are available, then financial statements containing the information described in Paragraph 1, above, prepared directly by the bidder. However, such financial statements must be accompanied by a signed copy of the bidder's most recent Federal income tax return and a statement in writing, signed by a duly authorized representative of the bidder, that such statements accurately reflect the current financial condition of the bidder.

Where statements submitted pursuant to either Paragraph 1 or 2, above, show the position of the bidder as of a date more than forty-five (45) days prior to the date on which Proposals are opened, the bidder shall also submit a statement in writing signed by a duly authorized representative of the bidder, that the present financial condition of the bidder is at least as good as that shown on the statements submitted.

- 4.) A statement of work which the bidder has on hand, including any work on which a bid has been submitted, containing a description of the work, the dollar value, the location by city and state, the current percentage of completion and the expected date for completion.

- 5.) Fill in below the name and address of the bidder's chief banking representative handling the bidder's account.

Banking Institution: BANK of AMERICA
Address: 750 WALNUT AVE
CRANFORD, NJ 07016-3372
Bank Representative: DANIEL D. PREVOZNAK
Telephone Number: 908-709-5305

- 6.) Fill in below the bidder's Federal Employer Identification Number (i.e., the number assigned to firms by the Federal Government for tax purposes); the bidder's Dun and Bradstreet number, if any; the name of any other credit service to which the bidder has furnished information and the number, if any, assigned by such service to the bidder's account.

Ex. 1/4

Federal Employer Identification No.

00-186-3778

Dun and Bradstreet No.

Other Credit Service

Account No.

- D. The Form of Contract bound herewith, with the bidder's Lump Sum inserted in the clause thereof entitled "General Agreement". The amount must be given both in figures and in writing and, in case of discrepancy, the writing shall control. One copy of each addendum, if any, issued during the bidding period shall be initialled and attached to the Proposal, but any Proposal submitted without such addendum initialled and attached will nevertheless be construed as though such addendum had been initialled and attached.
- E. The bidder's analysis of bid filled in on the form furnished herewith. The Contractor will be required to furnish a more detailed analysis of bid at a later date in accordance with the requirements of the Section of Division 1 of the Specifications referring to the Analysis of Bid.

34. QUALIFICATION INFORMATION

At any time after the opening of Proposals, the Chief Engineer may give oral or written notice to one or more bidders to attend a pre-award meeting and to furnish the Authority with information relating to his qualifications to perform the Work, including the following, which information shall be furnished within seven (7) days thereafter:

- A. The bidders MBE/WBE Participation Plan submitted on the form annexed hereto as Schedule C (see the clause hereof entitled "Minority and Women's Business Enterprises Program") and a detailed list of the plant and equipment which the bidder proposes to use, indicating which portions it already possesses.
- B. Detailed information relating to work which the bidder has completed for others, including personal and corporate references, sufficient to the Authority to determine the Contractor's responsibility, experience and capacity to perform the Work. If required by the Chief Engineer, the foregoing information shall include information to demonstrate to the satisfaction of the Chief Engineer that the Contractor has within the past five years been a contractor on at least one contract of the same general type, extent and complexity as the Contract on which the Proposal has been submitted, and completed the work skillfully, in a satisfactory manner and on time.
- C. Information to supplement a) data shown in the financial statements and the statement of work on hand required to be submitted with the Proposal; and b) any statement submitted under the clause hereof entitled "Certification of No Investigation (Criminal or Civil Anti-Trust), Indictment, Conviction, Suspension, Debarment, Disqualification, Prequalification Denial or Termination, etc, Disclosure of Other Required Information", Certification of Participation in a State-Registered Apprenticeship Program or "Non-Collusive Bidding and Code of Ethics Certification; Certification of No Solicitation Based on Commission, Percentage, Brokerage, Contingent Fee or Other Fee".
- D. Moreover, in the event that the bidder's performance on a past Port Authority or PATH contract or contracts has been rated less than satisfactory, the Chief Engineer may give oral or written notice to the bidder to furnish information demonstrating to the satisfaction of the Chief Engineer that, notwithstanding such rating, such performance was, in fact, satisfactory, or that the circumstances which gave rise to such unsatisfactory rating have changed or will not apply to performance of the Contract, and that such performance will be satisfactory.
- E. If the bidder has performed a contract for the States of New York or New Jersey, or any governmental entity within such States and has filed a questionnaire or other document required to be submitted in order for the bidder to qualify to perform the contract, the bidder may be requested by the Chief Engineer to submit the most recent completed questionnaire or other such document, or if the most recent completed questionnaire or other such document is not available, to submit a written statement indicating the approximate date of the contract and the name of the governmental entity which awarded them the contract.
- F. Any additional information relevant to the bidder's Proposal including information to supplement the bidder's initial analysis of bid.

In the event that any of the foregoing is requested and is not furnished within seven days thereafter or within such additional time as the Chief Engineer, in his sole discretion, may allow, the Authority may not be in a position to determine whether the bidder is qualified, whether the bidder understands the requirements of the contract or whether the bid is responsive and may, in its sole discretion, reject the bidder's Proposal.

The giving of such notice to the bidder in connection with any of the foregoing lists, statement or information shall not be construed as an acceptance of his Proposal. However, the Authority reserves the right in its sole and absolute discretion, to accept the Proposal of a bidder despite the fact that said bidder has not submitted any information, list or statement required pursuant to this Section within the above-stated time period.

35. ACCEPTANCE OR REJECTION OF PROPOSAL

Within ninety (90) days after the opening of the Proposals, the Authority will accept one of the Proposals, if it accepts any. The acceptance of a Proposal will be only by mailing to or delivering at the office designated in the Proposal a notice in writing specifically indicating acceptance signed by an authorized representative on behalf of the Authority who is at present the Authority's Director of Procurement. No other act of the Authority, its Commissioners, officers, agents, or employees shall constitute acceptance of a Proposal. Such notice will state whether or not the Authority elects to require the bidder to furnish a Performance and Payment Bond. Rejection of a Proposal will be only by either (a) a notice in writing specifically stating that the Proposal is rejected, signed by an authorized representative on behalf of the Authority who is at present the Authority's Director of Procurement and mailed to or delivered at the office designated in the Proposal or (b) omission of the Authority to accept a Proposal within ninety (90) days after the opening of Proposals; and no other act of the Authority, its Commissioners, officers, agents or employees shall constitute rejection of a Proposal, including any counter offer or other act of the Authority, its Commissioners, officers, agents or employees.

The Authority reserves the unqualified right, in its sole and absolute discretion, to reject all Proposals or to accept that Proposal if any, which in its judgment will under all the circumstances best serve the public interest and to waive defects in any Proposal.

In the event that a successful bidder defaults upon the Contract by failing to furnish a satisfactory Performance and Payment Bond, if required, and the Authority terminates the Contract, the Authority reserves the option to accept the Proposal of any other bidder within ninety (90) days after the opening of Proposals, in which case such acceptance shall have the same effect as to such other bidder as though he were the originally successful bidder.

36. RETURN OF CERTIFIED CHECKS

Within ten (10) days after the opening of the Proposals the Authority will return all certified checks deposited by bidders, except those deposited by three bidders to be selected by the Authority, which will be returned within three days after one Proposal is accepted by the Authority; or if a Performance and Payment Bond is required, within three days after a satisfactory Performance and Payment Bond is furnished to the Authority; or if all Proposals are rejected, not later than three days after such rejection. The return of a bidder's check shall not, however, be deemed to be a rejection of his Proposal.

37. WEBSITE POSTINGS OF CONTRACT DOCUMENTS

Recipients of Contract Documents marked Confidential (Privileged) may not post them or any of them to a website except in accordance with the Authority's prior written approval, which may require a written non-disclosure agreement.

Recipients of Contract Documents not marked Confidential (Privileged) may not post them or any of them to a website unless the website (1) is non-public, (2) is password protected and (3) is accessible only to the recipient's prospective subcontractors and suppliers. Recipient's prospective subcontractors and suppliers shall also be deemed recipients and shall be required to conform to the terms of this numbered clause. Recipients shall be deemed to include both bidders and those who do not submit bids.

No later than 180 days after the date of receipt of Proposals, all recipients shall remove all Contract Documents from their websites.

38. DISPOSAL OF CONTRACT DOCUMENTS

All recipients of Contract documents, including bidders and those who do not bid and their prospective subcontractors and suppliers who may receive all or a part of the Contract documents or copies thereof, shall make every effort to ensure the secure and appropriate disposal of the Contract documents to prevent further disclosure of the information contained in the documents. Secure and appropriate disposal includes methods of document destruction such as shredding or arrangements with refuse handlers that ensure that third persons will not have access to the documents' contents either before, during, or after disposal. Documents may also be returned for disposal purposes to the Contract Desk on the 3rd Floor, 3 Gateway Center, Newark NJ 07102 or the office of the Director of Procurement, One Madison Avenue, 7th Floor, New York NY 10010.

39. MINORITY AND WOMEN'S BUSINESS ENTERPRISES PROGRAM (MBE/WBE)

The Authority has a long-standing practice of making its contract opportunities available to as many firms as possible and has taken affirmative steps to encourage Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) to seek business opportunities with it.

"Minority-owned business" or "MBE" means a business entity which is at least 51 percent owned by one or more members of one or more minority groups, or, in the case of a publicly held corporation, at least 51 percent of the stock of which is owned by one or more members of one or more minority groups, and whose management and daily business operations are controlled by one or more such individuals who are citizens or permanent resident aliens.

"Women-owned business" or "WBE" means a business which is at least 51 percent owned by one or more women, or, in the case of a publicly held corporation, 51 percent of the stock of which is owned by one or more women, and whose management and daily business operations are controlled by one or more women who are citizens or permanent resident aliens.

"Minority group" means any of the following racial or ethnic groups:

- A. Black persons having origins in any of the black African racial groups not of Hispanic origin;
- B. Hispanic persons of Puerto Rican, Mexican, Dominican, Cuban, Central, or South American culture or origin, regardless of race;
- C. Asian and Pacific Islander persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands;
- D. Native American or Alaskan native persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

To ensure meaningful participation of MBEs and WBEs on this Contract, the Authority has set a combined goal of 17 percent for firms owned and controlled by minorities and firms owned and controlled by women.

In the event that the Contractor subcontracts any portion of the Work, the Contractor shall use and document every good faith effort to meet the above goals for MBE and WBE participation in the Work. Such good faith efforts shall include at least the following:

- A. Attendance at pre-bid meetings, if any, scheduled by the Authority;
- B. Utilization of the Authority's Directory of certified MBE/WBEs available on-line (see Notification of M/WBE On-line Directory and Forms in back of Contract booklet) and/or proposing for certification other MBE/WBEs which appear to meet the Authority's criteria for MBE/WBE certification and which are technically competent to perform the Work which the bidder plans to subcontract;
- C. Active and affirmative solicitation of bids for subcontracts from MBE/WBEs;
- D. Advertisement in general circulation media, trade association publications and minority-focused media for a reasonable period before bids or proposals are due;
- E. Dividing the work to be subcontracted into smaller portions or encouraging the formation of joint ventures, partnerships or similar arrangements among subcontractors in order to increase the likelihood of achieving the MBE/WBE goals;
- F. Providing a sufficient supply of drawings and specifications of prospective work to MBE/WBEs and providing appropriate materials to each in sufficient time to review; and
- G. Utilizing the services of available minority and women's community organizations; contractor's groups; local, State and Federal business assistance/development offices and other organizations that provide assistance to MBE/WBEs.

Subsequent to acceptance by the Authority of the Contractor's Proposal, the Contractor shall use and document every good faith effort to comply with its MBE/WBE Participation Plan and to permit its MBE/WBE subcontractors to perform. Participation percentages shall be monitored throughout the performance of this Contract. Such good faith efforts shall include at least the following:

- A. Ensuring that progress payments are made in a timely fashion in accordance with the requirements of this Contract;
- B. Not requiring bonds from and/or providing bonds and insurance for subcontractors where appropriate;
- C. Soliciting specific recommendations on methods for enhancing MBE/WBE participation from Authority staff responsible for such participation; and
- D. Nominating subcontractors for participation in business assistance programs sponsored by the Authority or the Regional Alliance of Small Contractors such as the Loaned Executive Assistance Program (L.E.A.P.).

Subsequent to acceptance by the Authority of the Contractor's Proposal, the Contractor shall also provide the Engineer, at his request, with a trade breakdown schedule showing when the Contractor's MBE/WBE subcontractors are scheduled to perform. The Contractor shall also submit to the Engineer, on a monthly basis, the Statement of Subcontractor's Payments annexed hereto as Schedule D.

In the event that, prior to acceptance by the Authority of the Contractor's Proposal and following review of the MBE/WBE Participation Plan submitted by the bidder pursuant to the clause hereof entitled "Qualification Information", the Chief Engineer determines that the Contractor has not made a good faith effort to meet the MBE/WBE participation goals set forth above and that the Contractor has not demonstrated that a full or partial waiver of such goals is appropriate, the Chief Engineer may advise the bidder that it is not responsible and may reject the bidder's Proposal.

If, during the performance of the Contract, the Contractor fails to demonstrate good faith in carrying out its MBE/WBE Participation Plan and in permitting its MBE/WBE subcontractors to perform and the Contractor has not demonstrated that a full or partial waiver of the above referenced MBE/WBE participation goals is appropriate, then, upon receipt of a future proposal or proposals from the Contractor, the Chief Engineer may advise the Contractor that it is not a responsible bidder and may reject such proposal(s).

Either prior or subsequent to acceptance of the bidder's Proposal, the bidder may request a full or partial waiver of the above described MBE/WBE participation goals by providing a reasonable demonstration to the Chief Engineer that its good faith efforts will not result in compliance with the goals set forth above because participation by eligible MBE/WBEs could not be obtained at a reasonable price or that such MBE/WBEs were not available or refused to perform as subcontractors. The bidder shall provide such documentation to support its request as the Chief Engineer may require.

Once approved, the MBE/WBE Participation Plan submitted by the bidder may be modified only with the written approval of the Engineer.

Following approval by the Engineer under the clause entitled "Assignments and Subcontracts" of one or more subcontractors who are either MBEs or WBEs and listed in the MBE/WBE Directory or determined to be "eligible" by the Chief Engineer in accordance with this numbered clause, the Authority may, at its sole option, provide to said approved M/WBEs, without charge, whatever appropriate consultant services may be available under the L.E.A.P. Program; provided, however, that such consultant services will only be furnished pursuant to a request in writing from the Director, Office of Business & Job Opportunity of the Port Authority of New York and New Jersey, 233 Park Avenue South - 4th Floor, New York, NY 10003.

Such services will be discontinued following a written request from the Contractor to the Director, Office of Business & Job Opportunity of the Port Authority of New York and New Jersey, to discontinue them.

The L.E.A.P. services include advising on scheduling, purchasing, planning and other aspects of construction to firms to mitigate business or management problems which could negatively impact on their performance. These services do not include engineering or legal advice. The determination as to whether or not to follow the advice given lies solely with the M/WBE subcontractor. Prior to being accepted as a participant in the L.E.A.P. Program, the M/WBE subcontractor will be required to release the Authority and the individuals furnishing consultant advice of all liability and responsibility in connection therewith.

The Authority has compiled and made available on-line an MBE/WBE Directory which specifies the firms the Authority has determined to be (1) MBEs/WBEs and (2) experienced in performing work in the trades and contract dollar ranges indicated in the Directory. The Authority makes no representation as to the financial responsibility of such firms or their ability to perform Work required under this Contract. Subject to the following paragraph, only MBEs/WBEs listed in the Directory will count toward the required MBE/WBE participation.

If the Contractor wishes to perform a portion of the Work through a firm not listed in the Directory² but which the Contractor believes should be eligible because it is (1) an MBE/WBE, as defined above and (2) technically competent to perform portions of the Work or the Contractor believes it is such a firm, the Contractor shall submit to the Director, Office of Business & Job Opportunity of the Port Authority of New York and New Jersey, a written request for a determination that the proposed firm is eligible. This shall be done by completing and forwarding a) the form labeled "Schedule A" and, if appropriate, "Schedule B" which are annexed hereto and form a part hereof and b) technical references of jobs completed of similar scope and complexity on the form annexed hereto and made a part hereof labeled "MBE/WBE Approval Request" and such other information as may be necessary to permit the Authority to determine whether the firm is in fact an MBE/WBE and technically competent to perform portions of the Work.

- | | |
|---|--|
| 1. Queens Air Services Development Office
JFK International Airport
Building #141
Federal Circle, First Floor
Jamaica, NY 11430
(718) 244-6852
Fax (718) 244-7371
www.asdoonline.com | 2. Chinatown Manpower Project, Inc.
70 Mulberry Street
New York, NY 10031
(212) 571-1690
www.cmpny.org |
| 3. Association of Minority Enterprises of NY, Inc.
135-20 Liberty Avenue
Richmond Hill, NY 11419
(718) 291-1641
Fax (718) 291-1641
www.ameny.org | 4. Statewide Hispanic Chamber of Commerce of New Jersey
150 Warren Street, Suite 110
Jersey City, NJ 07302
(201) 451-9512
Fax (201) 451-9547
www.shccnj.org |

² The following organizations may be able to refer the Contractor to MBEs/WBEs who are technically competent to perform portions of the Work. Any referrals which are not listed in the Directory shall be submitted to the Authority for a determination as to eligibility as provided above.

5. Greater Newark Business
Development Consortium
744 Broad Street, 26th Floor
Newark, NJ 07102
(973) 242-5563
www.gnbdc.org
6. Jamaica Business Resource Center
90-33 160th Street
Jamaica, NY 11432
(718) 206-2255
Fax (718) 206-3693
www.jbrc.org
7. Council for Airport Opportunity
Newark Liberty International Airport
Building 80
Newark, NJ 07014
(973) 961-4382
www.caonj.com
8. National Hispanic Business Group
1230 Avenue of the Americas,
7th Floor
New York, NY 10020
(212) 265-2664
www.nhbg.org
9. Greater Jamaica Development Corp.
90-04 161st Street
Jamaica, NY 11432
(718) 291-0282
Fax (718) 291-7918
www.gjdc.org
10. NYS Assn. Of Minority Contractors
Brooklyn Navy Yard
Building 280, 4th Floor, Suite 414
Brooklyn, NY 11205
(212) 246-8380
Fax (718) 246-8376
www.nysamc.org
11. Professional Women in Construction
315 E. 56th Street, Suite 202
New York, NY 10022
(212) 486-7745
Fax (212) 486-0228
www.pwcusa.org
12. NY/NJ Minority Purchasing Council
330 Seventh Avenue, 8th Floor
New York, NY 10001
(212) 502-5663
www.nynjmsdc.org

13. National Minority Business Council
120 Broadway, 19th Floor
New York, NY 10271
(212) 693-5050
www.nmbc.org
14. Queens Overall Economic Development Office
120-55 Queens Boulevard, Suite 309 Kew Gardens, NY 11424
(718) 263-0546
Fax (718) 263-0594
www.queensny.org
15. York College Small Business Development Center
94-50 159th Street
York College,
Room S 107
Jamaica, NY 11451
(718) 262-2880
Fax (718) 262-2881
www.nyssbdc.org
16. Small Business Development Center - Rutgers University, University Heights
43 Bleeker Street
Newark, NJ 07102
(973) 353-1927
Fax (973) 353-1110
www.msbdc.newark.rutgers.edu
17. New Jersey Association of Women Business Owners (NJAWBO)
186 Princeton Hightstown Road
West Windsor, NJ 08550
(609) 799-5101
www.njawbo.org
18. New Jersey Air Services Development Office
Newark Liberty International Airport Building #80 - Second Floor
Newark, NJ 07114
(973) 961-4278
Fax (973) 961-4282
www.asdonline.com
19. Caribbean-American Chamber of Commerce
Brooklyn Navy Yard
63 Flushing Avenue
Brooklyn, NY 11205
(718) 834-4544
Fax (718) 834-9774
www.caribbeantradecenter.com
20. Northeast Region – Small Business Resource Transportation Center
29-10 Thomson Avenue
Long Island City, NY 11101
(718) 482-5941
www.osdbu.dot.gov/regional/northeast.cfm

- | | |
|---|---|
| <p>21. Asian Women in Business
42 Broadway, Suite 1748
New York, NY 10004
(212) 868-1368
Fax (212) 868-1373
www.awib.org</p> | <p>22. Asian American Business Development Center
80 Wall Street, Suite 418
New York, NY 10005
(212) 966-0100
Fax (212) 966-2786
www.aabdc.com</p> |
| <p>23. New York State Federation of Hispanic Chambers of Commerce
2710 Broadway
New York, NY 10025
(212) 222-8300
Fax (212) 222-8412
www.nysfhcc.com</p> | <p>24. Orange County Chamber of Commerce
30 Scott Corners Drive
Montgomery, NY 12549
(845) 457-9700 Ext. 1101
www.orangeny.com</p> |
| <p>25. Regional Alliance For Small Contractors
625 Eighth Avenue, 2nd Floor,
North Wing
New York, NY 10018
(212) 268-2991
www.regional-alliance.org</p> | <p>26. Women Builders Council
500 Hampton Avenue
Brooklyn, NY 11235
(212) 367-2130
www.wbcnyc.org</p> |

All such requests shall be in writing addressed to the Chief Engineer. If any such firm is determined to be eligible it shall only be by a writing over the name of the Chief Engineer. In the event that such firm is found not to be eligible, the Chief Engineer will only consider as a substitute for such firm, a firm listed in the Authority's MBE/WBE Directory available on-line.

The Contractor shall submit the names of proposed MBEs/WBEs for work on this Contract if their names do not appear in the Authority's MBE/WBE Directory available on-line in accordance with the requirements of this clause and all other requirements of this Contract. MBEs/WBEs proposed as lessors of equipment or materialmen shall be deemed "subcontractors" for the purpose of this numbered clause and the clause hereof entitled "Assignments and Subcontracts" but shall not be deemed subcontractors for any other purpose. However only 60% of the amounts paid by the Contractor to such materialmen who are MBEs/WBEs, except in the case of firms who themselves manufacture materials for use under the Contract, shall be allowed in computing the percentages of the Contract Price required to be paid to MBEs/WBEs hereunder.

The Contractor shall ensure that all approved MBE/WBE subcontractors maintain a regular on site presence at the construction site for the portions of the Work they are subcontracted to perform and that they exercise financial and operation management and control of such portions of the Work.

Nothing herein shall be deemed to supersede or to otherwise modify the clause of the Form of Contract entitled "Assignments and Subcontracts".

40. INSPECTION OF SITE

Each bidder or his authorized representative must make proper arrangements with the Resident Engineer at the construction site before inspecting the construction site. To make such arrangements call Paul Salvatore, at (201) 595-4892.

41. QUESTIONS BY BIDDERS

Questions by prospective bidders concerning the Contract may be addressed to Jessamma Vatakencherry, at (212) 435-3953 or email at jvataken@panynj.gov, who however is authorized only to direct the attention of prospective bidders to various portions of the Contract so that they may read and interpret such portions for themselves. Neither Jessamma Vatakencherry nor any other employee or representative of the Authority is authorized to give interpretations of any portion of the Contract or to give information as to the requirements of the Contract in addition to that contained in the Contract. Interpretations of the Contract or additional information as to its requirements, where necessary, shall be communicated to bidders only by written addendum issued over the name of the Chief Engineer, which addendum shall be considered part of this Contract. Accordingly, nothing contained herein and no representation, statement or promise, oral or in writing, of the Authority, its Commissioners, officers, agents, representatives or employees shall impair or limit the effect of the warranties of the Contractor contained in the clause of the Form of Contract entitled "Contractor's Warranties" or elsewhere in this Contract. The provisions of this clause shall apply to questions addressed by prospective bidders both before and after their receipt of Contract Documents.

42. PORT AUTHORITY SECURITY REQUIREMENTS

The Port Authority of New York and New Jersey operates facilities and systems at which terrorism or other criminal acts may have a significant impact on life safety and key infrastructures. The Authority reserves the right to impose multiple layers of security requirements on the performance of the Contract Work, including on the Contractor, its staff and subcontractors and their staffs depending upon the level of security required, as determined by the Authority. The Contractor shall, and shall instruct its subcontractors, to cooperate with Authority staff in adopting security requirements. These security requirements may include, but are not limited to, the following.

A. Identity Checks and Background Screening:

Contractor/subcontractor identity checks and background screening shall include but shall not be limited to: (1) inspection of not less than two forms of valid and current government issued identification (at least one having an official photograph) to verify staff's name and residence; (2) screening federal, state and local criminal justice agency information databases and files; (3) screening of any terrorist identification files; (4) multi-year check of personal, employment and/or credit history; (5) access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning.

The Contractor may be required to have its staff, and any subcontractor's staff, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority. If the Engineer directs the Contractor to have identity checks and background screening performed by a particular firm designated by the Engineer, the Authority will compensate the Contractor for the cost of such screening at the Net Cost of such screening. "Net Cost" shall be computed in the same manner as is compensation for extra work, including any percentage addition to cost, as set forth in the clause of the Contract providing compensation for extra work. Performance of such Net Cost work shall be as directed by the Engineer and shall be subject to all provisions of the Contract relating to performance of extra work. Compensation for said Net Cost work shall not be charged against the total amount of compensation authorized for extra work.

Issuance of Photo Identification Badges:

No person will be permitted on or about the construction site without a photo identification badge approved by the Engineer. The Contractor shall provide such badges for employees, subcontractors and materialmen. All employees of the Contractor, subcontractors and materialmen shall wear identification badges in a conspicuous and clearly visible position whenever they are working at the construction site.

If the Authority requires facility-specific identification badges for the Contractor's and subcontractors' staffs, the Authority will supply such identification badges at no cost to the Contractor.

B. Construction Site Access Control:

- 1.) The Authority may provide for construction site access control, inspection and monitoring by Authority retained security guards. However, this provision shall not relieve the Contractor of its responsibility to secure its equipment and work at the construction site at its own expense.
- 2.) At the beginning of each work period the Contractor shall furnish to the security guards, if any, or to the Engineer a memorandum showing for that work period:
 - a. The name and company affiliation of each employee of the Contractor or of a subcontractor who is expected to enter the site and,
 - b. The name of any firm anticipated to be delivering materials or servicing equipment that day and a description of such materials or services.

The Authority may impose, increase, and/or upgrade security requirements for the Contractor, subcontractors and their staffs during the term of this contract to address changing security conditions and/or new governmental regulations.

43. PREVAILING RATE OF WAGE CERTIFICATION

The bidders' attention is directed specifically to the clause of the Form of Contract entitled "Prevailing Rate of Wage" and to the fact that the Authority requires a certification in writing from the successful bidder, in such form as may be required pursuant to such clause, that he has paid and caused his subcontractors to pay at least the prevailing rate of wage and supplements required by such clause. This certification is required prior to his receipt of any payment from the Authority hereunder as provided in the clauses of the Form of Contract entitled "Monthly Advances" and "Final Payment" or at any other time.

44. CERTIFICATION OF NO INVESTIGATION (CRIMINAL OR CIVIL ANTI-TRUST), INDICTMENT, CONVICTION, SUSPENSION, DEBARMENT, DISQUALIFICATION, PREQUALIFICATION DENIAL OR TERMINATION, ETC; DISCLOSURE OF OTHER REQUIRED INFORMATION

By bidding on this Contract, 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, that the bidder and each parent and/or affiliate of the bidder has not (a) been indicted or convicted in any jurisdiction; (b) been suspended, debarred, found not responsible or otherwise disqualified from entering into contracts with any governmental agency or been denied a government contract for failure to meet prequalification standards; (c) had a contract terminated by any governmental agency for breach of contract or for any cause related directly or indirectly to an indictment or conviction; (d) changed its name and/or Employer Identification Number (taxpayer identification number) following its having been indicted, convicted, suspended, debarred or otherwise disqualified, or had a contract terminated as more fully provided in (a), (b) and (c) above; (e) ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those inserted in the Proposal; (f) been denied a contract by any governmental agency for failure to provide the required security, including bid, payment or performance bonds or any alternative security deemed acceptable by the agency letting the contract; (g) failed to file any required tax returns or failed to pay any applicable federal, state or local taxes; (h) had a lien imposed upon its property based on taxes owed and fines and penalties assessed by any agency of the federal, state or local government; (i) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, including an inspector general of a governmental agency or public authority; (j) had any sanctions imposed as a result of a judicial or administrative proceeding with respect to any professional license held or with respect to any violation of a federal, state or local environmental law, rule or regulation; and (k) shared space, staff, or equipment with any business entity.

The foregoing certification as to "(a)" through "(k)" shall be deemed to have been made by the bidder as follows: if the bidder is a corporation, such certification shall be deemed to have been made not only with respect to the bidder itself, but also with respect to each director and officer, as well as, to the best of the certifier's knowledge and belief, each stockholder with an ownership interest in excess of 10%; if the bidder is a partnership, such certification shall be deemed to have been made not only with respect to the bidder itself, but also with respect to each partner. Moreover, the foregoing certification, if made by a corporate bidder, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of such certification as the act and deed of the corporation.

In any case where the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the signed bid a signed statement which sets forth in detail the reasons therefor. If the bidder is uncertain as to whether it can make the foregoing certification, it shall so indicate in a signed statement furnished with its bid, setting forth an explanation for its uncertainty.

Notwithstanding that the certification may be an accurate representation of the bidder's status with respect to the enumerated circumstances provided for in this clause as requiring disclosure at the time that the bid is submitted, the bidder agrees to immediately notify the Authority in writing of any change in circumstances during the period of irrevocability, or any extension thereof.

The foregoing certification or signed statement shall be deemed to have been made by the bidder with full knowledge that it would become a part of the records of the Authority and that the Authority will rely on its truth and accuracy in awarding this Contract. In the event that the Authority determines at any time prior or subsequent to the award of the Contract that the bidder has falsely certified as to any material item in the foregoing certification; willfully or fraudulently submitted any signed statement pursuant to this clause which is false in any material respect; or has not completely and accurately represented its status with respect to the circumstances provided for in this clause as requiring disclosure, the Authority may determine that the bidder is not a responsible bidder with respect to its bid on this Contract or with respect to future bids and may, in addition to exercising any other rights or remedies available to it, exercise any of the rights or remedies set forth in the clause of the Form of Contract entitled "Rights and Remedies of Authority". In addition, bidders are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see e.g., New York Penal Law, Section 175.30 et seq.). Bidders are also advised that the inability to make such certification will not in and of itself disqualify a bidder, and that in each instance the Authority will evaluate the reasons therefor provided by the bidder.

Under certain circumstances the bidder may be required as a condition of this contract award to enter into a Monitoring Agreement under which it will be required to take certain specified actions, including compensating an independent Monitor to be selected by the Port Authority. Said Monitor shall be charged with, among other things, auditing the actions of the bidder to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Port Authority.

As used in this clause, the following terms shall mean:

Affiliate - An entity in which the parent of the bidder owns more than fifty percent of the voting stock, or an entity in which a group of principal owners which owns more than fifty percent of the bidder also owns more than fifty percent of the voting stock.

Agency or Governmental Agency - Any federal, state, city or other local agency, including departments, offices, quasi-public agencies, public authorities and corporations, boards of education and higher education, public development corporations, local development corporations and others.

Employer Identification Number - The tax identification number assigned to firms by the Federal government for tax purposes.

Investigation - Any inquiries made by any federal, state or local criminal prosecuting or investigative agency, including an inspector general of a governmental agency or public authority, and any inquiries concerning civil anti-trust investigations made by any federal, state or local governmental agency. Except for inquiries concerning civil anti-trust investigations, the term does not include inquiries made by any civil government agency concerning compliance with any regulation, the nature of which does not carry criminal penalties, nor does it include any background investigations for employment, or Federal, state, and local inquiries into tax returns.

Officer - Any individual who serves as chief executive officer, chief financial officer, or chief operating officer of the bidder by whatever titles known.

Parent - An individual, partnership, joint venture or corporation which owns more than 50% of the voting stock of the bidder.

Space Sharing - Space shall be considered to be shared when any part of the floor space utilized by the submitting business at any of its sites is also utilized on a regular or intermittent basis for any purpose by any other business or not-for-profit organization, and where there is no lease or sublease in effect between the submitting business and any other business or not-for-profit organization that is sharing space with the submitting business.

Staff Sharing - Staff shall be considered to be shared when any individual provides the services of an employee, whether paid or unpaid, to the bidder and also, on either a regular or irregular basis, provides the services of an employee, paid or unpaid, to one or more other business(es) and/or not-for-profit organization(s), if such services are provided during any part of the same hours the individual is providing services to the bidder or if such services are provided on an alternating or interchangeable basis between the bidder and the other business(es) or not-for-profit organization(s). "The services of an employee" should be understood to include services of any type or level, including managerial or supervisory. This type of sharing may include, but is not limited to, individuals who provide the following services: telephone answering, receptionist, delivery, custodial, and driving.

Equipment Sharing - Equipment shall be considered to be shared whenever the bidder shares the ownership and/or the use of any equipment with any other business or not-for-profit organization. Such equipment may include, but is not limited to, telephones or telephone systems, photocopiers, computers, motor vehicles, and construction equipment. Equipment shall not be considered to be shared under the following two circumstances: when, although the equipment is owned by another business or not-for-profit organization, the bidder has entered into a formal lease for the use of the equipment and exercises exclusive use of the equipment; or when the bidder owns equipment that it has formally leased to another business or not-for-profit organization, and for the duration of such lease the bidder has relinquished all right to the use of such leased equipment.

**45. NON-COLLUSIVE BIDDING AND CODE OF ETHICS CERTIFICATION;
CERTIFICATION OF NO SOLICITATION BASED ON COMMISSION, PERCENTAGE,
BROKERAGE, CONTINGENT FEE OR OTHER FEE**

By bidding on this Contract, 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, that: (a) the prices in its 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; (b) the prices quoted in its bid have not been and will not be knowingly disclosed, directly or indirectly, by the bidder prior to the official opening of such bid to any other bidder or to any competitor; (c) no attempt has been made and none 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; (d) this organization has not made any offers or agreements, or given or agreed to give anything of value (see definition of "anything of value" appearing in the clause of the Form of Contract entitled "No Gifts, Gratuities, Offers of Employment, etc.") or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics and Financial Disclosure dated as of April 11, 1996 (a copy of which is available upon request to the individual named in the clause hereof entitled "Questions by Bidders"), nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code; (e) no person or selling agency, other than a bona fide employee or bona fide established commercial or selling agency maintained by the bidder for the purpose of securing business, has been employed or retained by the bidder to solicit or secure this Contract on the understanding that a commission, percentage, brokerage, contingent or other fee would be paid to such person or selling agency; (f) the bidder has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Contract.

The foregoing certification as to "(a)", "(b)", "(c)", "(d)", "(e)" and "(f)" shall be deemed to have been made by the bidder as follows: if the bidder is a corporation, such certification shall be deemed to have been made not only with respect to the bidder itself, but also with respect to each parent, affiliate, director and officer of the bidder, as well as, to the best of the certifier's knowledge and belief, each stockholder of the bidder with an ownership interest in excess of 10%; if the bidder is a partnership, such certification shall be deemed to have been made not only with respect to the bidder itself, but also with respect to each partner. Moreover, the foregoing certification, if made by a corporate bidder, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of such certification as the act and deed of the corporation.

In any case where the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the signed bid a signed statement which sets forth in detail the reasons therefor. If the bidder is uncertain as to whether it can make the foregoing certification, it shall so indicate in a signed statement furnished with its bid, setting forth in such statement the reasons for its uncertainty. As a result of such disclosure, the Port Authority shall take appropriate action up to and including a finding of non-responsibility.

Failure to make the required disclosures shall lead to administrative actions up to and including a finding of non-responsibility.

Notwithstanding that the bidder may be able to make the foregoing certification at the time the bid is submitted, the bidder shall immediately notify the Authority in writing during the period of irrevocability of bids on this Contract or any extension of such period, of any change of circumstances which might under this clause make it unable to make the foregoing certification or required disclosure. The foregoing certification or signed statement shall be deemed to have been made by the bidder with full knowledge that it would become a part of the records of the Authority and that the Authority will rely on its truth and accuracy in awarding this Contract. In the event that the Authority should determine at any time prior or subsequent to the award of this Contract that the bidder has falsely certified as to any material item in the foregoing certification or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certification required to be disclosed, the Authority may determine that the bidder is not a responsible bidder with respect to its bid on this Contract or with respect to future bids on Authority contracts and may, in addition to exercising any other rights or remedies it may have, exercise any of the rights or remedies set forth in the clause of the Form of Contract entitled "Rights and Remedies of the Authority".

In addition, bidders are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see e.g., New York Penal Law, Section 175.30 et seq.). Bidders are also advised that the inability to make such certification will not in and of itself disqualify a bidder, and that in each instance the Authority will evaluate the reasons therefor provided by the bidder.

Under certain circumstances the bidder may be required as a condition of this contract award to enter into a Monitoring Agreement under which it will be required to take certain specified actions, including compensating an independent Monitor to be selected by the Port Authority. Said Monitor shall be charged with, among other things, auditing the actions of the bidder to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Port Authority.

46. BIDDER ELIGIBILITY FOR AWARD OF CONTRACTS - DETERMINATIONS BY AN AGENCY OF THE STATE OF NEW YORK OR NEW JERSEY CONCERNING ELIGIBILITY TO RECEIVE PUBLIC CONTRACTS

Bidders are advised that the Authority has adopted a policy to the effect that in awarding its contracts it will honor any determination by an agency of the State of New York or New Jersey that a bidder is not eligible to bid on or be awarded public contracts because the bidder has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing rate of wage legislation.

The policy permits a bidder whose ineligibility has been so determined by an agency of the State of New York or New Jersey to submit a bid on a Port Authority contract and then to establish that it is eligible to be awarded the contract on which it has bid because (i) the state agency determination relied upon does not apply to the bidder, or (ii) the state agency determination relied upon was made without affording the bidder the notice and hearing to which the bidder was entitled by the requirements of due process of law, or (iii) the state agency determination was clearly erroneous or (iv) the state agency determination relied upon was not based on a finding of conduct demonstrating a lack of integrity or a violation of a prevailing rate of wage law.

The full text of the resolution adopting the policy may be found in the Minutes of the Authority's Board of Commissioners meeting of September 9, 1993.

47. CONSTRUCTION SKILLS 2000 - APPRENTICESHIP PROGRAM

The Port Authority is a participant in Construction Skills 2000, a cooperative program among New York City schools, unions and public agencies. Construction Skills 2000 creates career opportunities in the construction industry for high school graduates by providing a systematic pathway into union-sponsored, skilled trade apprenticeship programs. The Port Authority encourages contractors and their subcontractors to maximize the use of apprentices under the applicable collective bargaining agreements or as contained in the applicable program approved by the New York State Department of Labor. The Contractor's plan for utilizing apprentices will be discussed at the pre-construction meeting.

Each subcontractor proposed for approval under the Contract whose total amount of subcontracts under this contract is greater than \$1 Million Dollars and each bidder (except as set forth in the certification below) will be required to certify as to their participation in a New York State - registered apprenticeship program.

48. CERTIFICATION OF PARTICIPATION IN A STATE-REGISTERED APPRENTICESHIP PROGRAM

By bidding on this Contract, 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, that the bidder participates in an apprenticeship program registered by the New York State Department of Labor. Participation in such an apprenticeship program shall mean that the bidder either (a) is a signatory to a collective bargaining agreement with a labor organization which sponsors an apprenticeship program registered with the New York State Department of Labor or (b) individually sponsors an apprenticeship program registered by the New York State Department of Labor and, in the case of both (a) and (b) above, such apprenticeship program shall be in the trade(s) in which Work is to be performed. This clause shall not apply to bidders who will perform all Work at the construction site through the use of subcontractors.

The foregoing certification, if made by a corporate bidder, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of such certification as the act and deed of the corporation.

In any case where the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the signed bid a signed statement which sets forth in detail the reasons therefor. If the bidder is uncertain as to whether it can make the foregoing certification, it shall so indicate in a signed statement furnished with its bid, setting forth an explanation for its uncertainty.

Notwithstanding that the certification may be an accurate representation of the bidder's status with respect to the enumerated circumstances provided for in this clause as requiring disclosure at the time that the bid is submitted, the bidder agrees to immediately notify the Authority in writing of any change in circumstances during the period of irrevocability, or any extension thereof.

The foregoing certification or signed statement shall be deemed to have been made by the bidder with full knowledge that it would become a part of the records of the Authority and that the Authority will rely on its truth and accuracy in awarding this Contract. In the event that the Authority determines at any time prior or subsequent to the award of the Contract that the bidder has falsely certified as to any material item in the foregoing certification; willfully or fraudulently submitted any signed statement pursuant to this clause which is false in any material respect; or has not completely and accurately represented its status with respect to the circumstances provided for in this clause as requiring disclosure, the Authority may determine that the bidder is not a responsible bidder with respect to its bid on this Contract or with respect to future bids and may, in addition to exercising any other rights or remedies available to it, exercise any of the rights or remedies set forth in the clause of the Form of Contract entitled "Rights and Remedies of Authority". In addition, bidders are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see, e.g., New York Penal Law, Section 175.30 et seq.).

PROPOSAL

To The Port Authority of New York and New Jersey:

The undersigned³ *VRH CONSTRUCTION Corp. "A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF NEW YORK"*

(hereinafter called "the Contractor") hereby offers to perform all the obligations and to assume all the duties and liabilities of the Contractor provided for in the annexed Contract, at the price inserted by the undersigned in the clause of the Form of Contract entitled "General Agreement".

This offer shall be irrevocable for ninety (90) days after the date on which The Port Authority of New York and New Jersey opens this Proposal.

To induce the acceptance of this Proposal, the undersigned hereby makes each and every certification, statement, assurance, representation and warranty made by the Contractor in said Contract. Moreover as a condition to receipt and consideration by the Authority of the Proposal whether or not it is accepted, the undersigned agrees that all information of any nature whatsoever, regardless of the form of the communication, received from the undersigned (including its officers, agents, or employees) by the Authority, its Commissioners, officers, agents or employees, and notwithstanding any statement therein to the contrary, has not been given in confidence and may be used or disclosed by or on behalf of the Authority without liability of any kind except as may arise under letters patent of the undersigned, if any.

³ Insert bidder's name at the top of the page. After the bidder's name, insert one of the following phrases:

If a corporation, give state of incorporation, using the phrase, "a corporation organized under the laws of the State of _____"

If a partnership, give full names of partners, using also the phrase, "co-partners doing business under the firm name of _____"

If an individual using a trade name, give individual name, using also the phrase, "an individual doing business under the trade name of _____"

If a joint venture, give the information required above for each participant in the joint venture.

Unless expressly stated otherwise, the Information for Bidders, all papers required by it and submitted in connection herewith at any time, said Form of Contract, and all papers made part of the Contract by the terms of the Form of Contract are made part of this Proposal.

The undersigned hereby designates the following as the bidders office⁴:

320 GRAND AVENUE
ENGLEWOOD, NJ 07631

The telephone number of the bidder is:

201-871-4422

The fax number of the bidder is:

201-871-6727

The E-Mail address of the bidder is:

INFO @ VRH CORP.COM

⁴ Insert office address.

SIGNATURE AND CERTIFICATE OF AUTHORITY⁵

PROCUREMENT
2010 NOV -9 PM 3: 22

Dated, November 1, 2010

(Signature of individual or name of corporation or partnership)

YRH Construction Corp.

(Signature of agent, partner or corporate officer)

By^{6,7} Victor B. Wortman

VICTOR D. WORTMANN, JR
PRESIDENT

(Acknowledgment of signature to be taken on proper form on following page(s))

Ex. 1
LI EXH A, 11-10-10, 11-10-10

CERTIFICATE OF AUTHORITY, IF BIDDER IS A CORPORATION

I, the undersigned, as Secretary of the corporation submitting the foregoing Proposal, hereby certify that under and pursuant to the by-laws and resolutions of said corporation, each officer who has signed said Proposal on behalf of the corporation is fully and completely authorized so to do.

(Corporate Seal)

Victor B. Wortman
VICTOR D. WORTMANN, JR.

⁵ If bidder is a joint venture, insert signatures as appropriate for one participant of the joint venture on this page and attach and complete an additional signature sheet in the same form as appears on this page for each other participant as required.

⁶ If Proposal is signed by an officer or agent, give title.

⁷ **NOTE:** The foregoing signature shall be deemed to have been provided with full knowledge that the foregoing Proposal, the accompanying Contract booklet, as well as any certification, statement, assurance, representation, warranty, schedule or other document submitted by the bidder with the Proposal will become a part of the records of the Authority and that the Authority will rely in awarding the Contract on the truth and accuracy of such Proposal and each such certification, statement, assurance, representation, warranty and schedule made therein by the Contractor. Knowingly submitting a false statement in connection with any of the foregoing may be the basis for prosecution for offering a false instrument for filing (see, e.g., N.Y. Penal Law, Section 175.30 et seq.).

ACKNOWLEDGMENT⁸

2010 NOV -9 PM 3: 22
PROCUREMENT

ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION

State of NEW JERSEY

SS:

County of BERGEN

On this 1ST day of November, 2010, before me personally came and appeared VICTOR D. WOIWELMANN, JR., to me known, who, being by me duly sworn, did depose and say that he resides at _____ Ex. 1 that he is the PRESIDENT of VEH CONSTRUCTION CORP., 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 Seal)

Raymond A. Schuchardt
(Notary Signature)

ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP

State of _____

SS:

County of _____

On this _____ day of _____, 20____, before me personally came and 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 Seal)

(Notary Signature)

ACKNOWLEDGMENT OF BIDDER, IF AN INDIVIDUAL

State of _____

SS:

County of _____

On this _____ day of _____, 20____, before me personally came and appeared _____ to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

(Notary Seal)

(Notary Signature)

⁸ If bidder is a joint venture, insert signature as appropriate for one participant of the joint venture on this page and attach and complete an additional Acknowledgment sheet in the same form as appears on this page for each other participant as required

STATEMENT ACCOMPANYING PROPOSAL⁹

Names and Residences of Officers, If Bidder is a Corporation

Name	Title
VICTOR D. WORTMANN, SR.	CHAIRMAN
VICTOR D. WORTMANN, JR.	PRESIDENT/SEC
ROBERT E. WORTMANN	SECT-TREAS
JEFFREY P. KOWEN	VP
MARICE J. CURRAN	VP-OPERATIONS
FREDRICK W. HURLEY	CFO

Ex. 1

Names and Residences of Partners, If Bidder is a Partnership

Name	General or Limited Partner	Residence ¹¹
------	----------------------------	-------------------------

2010 NOV -9 PM 3: 22
PROCUREMENT

Bidder's Residence, If an Individual¹²

⁹ If bidder is a joint venture, insert signature as appropriate for one participant of the joint venture on this page and attach and complete an additional Statement Accompanying Proposal sheet in the same form as appears on this page for each other participant as required.

¹⁰ Give Street and Number of Residence. Do not give business address.

¹¹ Give Street and Number of Residence. Do not give business address.

¹² Give Street and Number of Residence. Do not give business address.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned¹³

V.R.H. Construction Corp., a corporation organized under the laws of the State of New York, of 320 Grand Avenue, Englewood, New Jersey 07631

as principal(s); and¹⁴

Travelers Casualty and Surety Company of America, One Tower Square, Hartford, Connecticut 06183

as surety are hereby held and firmly bound unto The Port Authority of New York and New Jersey (herein called the "Authority") in the penal sum of Five Hundred Thousand Dollars (\$500,000), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this 3rd day of November, 20 10

The condition of the above obligation is such that whereas the above named principal(s) has submitted to the Authority a certain Proposal, bound herewith and hereby made a part hereof, to perform the obligations of the Contractor under a contract in writing, known as Contract BT-254.128, "Port Authority Bus Terminal - Facade Improvements: Truss Painting", now therefore:

- A. If said Proposal shall not be accepted, or
- B. If said Proposal shall be accepted and the Authority does not require the principal(s) to furnish a Performance and Payment Bond, or
- C. If said Proposal shall be accepted and the Authority requires the principal(s) to furnish a Performance and Payment Bond and either the principal(s) furnishes a Performance and Payment Bond satisfactory to the Authority in accordance with the requirements of said Proposal or the Authority does not terminate the Contract as provided therein on account of the failure to furnish such a bond,

Then, this obligation shall be void, otherwise the same shall remain in full force and effect; it being 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.

¹³ Insert bidder's name. If a corporation, give the state of incorporation using the phrase "a corporation organized under the laws of the _____".
 If a partnership, give full names of partners, using also the phrase, "co-partners doing business under the firm name of _____".
 If an individual using a trade name, give individual name, using also the phrase, "an individual doing business under the trade name of _____".
 If a joint venture, give the information required above for each participant in the joint venture.

¹⁴ Insert name of surety.

The surety, for value received, hereby stipulates and agrees that the obligations of said surety and its bond shall be in no way impaired or affected by any extensions of the times within which the Authority may receive or accept such Proposal or within which the principal(s) may furnish a Performance and Payment Bond or by any waiver by the Authority of any of the requirements of said Proposal; and said surety does hereby waive notice of any such extensions or waivers.

IN WITNESS WHEREOF, the principal(s) and 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 day and year first set forth above.

V.R.H. Construction Corp.

Principal ¹⁵

(Seal)

By¹⁶ Victor D. Wortmann, Jr.
Victor D. Wortmann, Jr. - President

Travelers Casualty and Surety Company of America

Surety

(Seal)

By¹⁷ Theresa J. Foley
Theresa J. Foley, Attorney-In-Fact

¹⁵ If bidder is a joint venture, insert signature and information required as appropriate for one participant of the joint venture on this page and attach and complete an additional sheet in the same form as appears on this page for each other participant as required.

¹⁶ If bond is signed by an officer or agent, give title; if signed by a corporation, affix corporate seal.

¹⁷ If bond is signed by an officer or agent, give title; if signed by a corporation, affix corporate seal.

ACKNOWLEDGMENT¹⁸

ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION

State of New Jersey

SS:

County of Bergen

On this 4th day of November, 2010, before me personally came and appeared Victor D. Wortmann, Jr., to me known, who, being by me duly sworn, did depose and say that he resides at Bedford, NY, that he is the President of V.R.H. Construction Corp., 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 Seal)

Karim Schuchardt
(Notary Signature)

ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP

State of _____

SS:

County of _____

On this _____ day of _____, 20____, before me personally came and 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 Seal)

(Notary Signature)

ACKNOWLEDGMENT OF BIDDER, IF AN INDIVIDUAL

State of _____

SS:

County of _____

On this _____ day of _____, 20____, before me personally came and appeared _____ to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

(Notary Seal)

(Notary Signature)

AFFIX ACKNOWLEDGMENT AND JUSTIFICATION OF SURETY

¹⁸ If bidder is a joint venture, insert signature as appropriate for one participant of the joint venture on this page and attach and complete an additional Acknowledgment sheet in the same form as appears on this page for each other participant as required.

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CT. 06183**

**ATTORNEY-IN-FACT JUSTIFICATION
PRINCIPAL'S ACKNOWLEDGMENT — IF A CORPORATION**

State of New York, County of _____, ss.

On this _____ day of _____, 20____, before me personally appeared _____ to me known, who, being by me duly sworn, deposes and says: That he/she resides in the City of _____ that he/she is the _____ of _____ the corporation described in and which executed the within 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 order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

PRINCIPAL'S ACKNOWLEDGMENT — IF INDIVIDUAL OR FIRM

State of New York, County of _____, ss.

On this _____ day of _____, 20____, before me personally appeared _____ (to me known to be (the individual) (one of the firm of _____)) described in and who executed the within instrument, and he/she thereupon duly acknowledged to me that he/she executed the same (as the act and deed of said firm).

SURETY COMPANY'S ACKNOWLEDGMENT

State of New York, County of Nassau, ss.

On this 3rd day of November, 2010, before me personally appeared Theresa J. Foley to me known, who, being by me duly sworn, did depose and say: That he/she resides in the City of Nassau County, New York that he/she is Attorney-in-Fact of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said Company; that the seal affixed to said instrument is such corporate seal; and that he/she signed said instrument as Attorney-in-Fact by authority of the Board of Directors of said Company; and affiant did further depose and say that the Superintendent of Insurance of the State of New York has, pursuant to Chapter 882 of the Laws of the State of New York for the year 1939, constituting chapter 28 of the Consolidating Laws of the State of New York as the Insurance Law as amended, issued to TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA his/her certificate that said Company is qualified to become and be accepted as surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law; and that such certificate has not been revoked.


Notary Public

DENISE CUCURULLO
Notary Public, State Of New York
No. 01CU4783740
Qualified In Nassau County
Commission Expires September 30, 2013

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

**FINANCIAL STATEMENT AS OF DECEMBER 31, 2009
AS FILED WITH THE INSURANCE DEPT. OF THE STATE OF NEW YORK
CAPITAL STOCK \$ 6,480,000**

ASSETS		LIABILITIES	
CASH & INVESTED CASH	\$ 91,652,774	UNEARNED PREMIUMS	\$ 839,517,654
BONDS	3,673,398,648	LOSSES	898,279,087
INVESTMENT INCOME DUE AND ACCRUED	51,425,446	LOSS ADJUSTMENT EXPENSES	391,664,338
PREMIUM BALANCES	183,801,015	COMMISSIONS	34,630,566
NET DEFERRED TAX ASSET	72,285,733	TAXES, LICENSES AND FEES	59,474,472
REINSURANCE RECOVERABLE	4,839,080	OTHER EXPENSES	31,736,727
REINSURANCE RECEIVABLE INTERCOMPANY	247,774,291	FUNDS HELD UNDER REINSURANCE TREATIES	101,203,705
OTHER ASSETS	6,728,714	CURRENT FEDERAL AND FOREIGN INCOME TAXES	6,951,413
		REMITTANCES AND ITEMS NOT ALLOCATED	49,208,988
		AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	47,770,209
		RETROACTIVE REINSURANCE RESERVE	3,174,786
		POLICYHOLDER DIVIDENDS	8,825,721
		PROVISION FOR REINSURANCE	7,774,828
		CEDED REINSURANCE NET PREMIUMS PAYABLE	(47,612,192)
		PAYABLE TO PARENT, SUBSIDIARIES AND AFFILIATES	60,758,201
		OTHER ACCRUED EXPENSES AND LIABILITIES	1,322,861
		TOTAL LIABILITIES	\$ 2,494,681,382
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,366,740,578
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 1,837,024,338
TOTAL ASSETS	\$ 4,331,705,701	TOTAL LIABILITIES & SURPLUS	\$ 4,331,705,701

Securities carried at \$7,544,029 in the above statement are deposited with public authorities, as required by law



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 221918

Certificate No. 003379588

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

William A. Marino, David W. Rosehill, Nancy Schnee, David A. Goldstein, Fern Perry, Theresa J. Foley, Fred Nicholson, James E. Marran, Jr., Vincent A. Walsh, Michael Marino, Daryl LaForge, and Matthew Kelly

of the City of Jericho, State of New York, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of December, 2009.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 9th day of December, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which 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 NOV - 3 2010 day of NOV - 3 2010, 2010.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kori M. Johanson
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

FORM OF CONTRACT

CHAPTER I

GENERAL PROVISIONS

49. DEFINITIONS

To avoid undue repetition, the following terms whenever they occur in this Form of Contract or any of the other papers forming a part of the Contract shall be construed as follows:

"Contract" shall mean, in addition to this Form of Contract, the Information for Bidders, the Proposal, the Authority's acceptance, the Specifications and the Contract Drawings (including written addenda issued over the name of the Chief Engineer), all of which are made part hereof as though herein set forth in full. The Contract as so defined shall constitute the complete and exclusive statement of the terms of the agreement between the parties and the Contract may not be explained or supplemented by course of dealing, usage of trade or course of performance.

The term "days" or "calendar days" in reference to a period of time shall mean consecutive calendar days, Saturdays, Sundays and holidays, included.

The term "construction site" or words of similar import shall mean the sidewalk/street on 40th street, 8th Ave. between 40th street and 42nd street and along 42nd street and the vicinity thereof at the Port Authority Bus Terminal, Manhattan, New York.

"Work" shall mean all structures, equipment, plant, labor, materials (including materials and equipment, if any, furnished by the Authority) and other facilities and all other things necessary or proper for or incidental to performing removal of existing paint to base steel on trusses and repainting all exterior steel and sign grid members, parapet walls, railings and spandrels; replace existing expansion joint at 8th Avenue and W. 42nd Street; provide maintenance of traffic protection; remove and reinstall bird netting at the Port Authority Bus Terminal, Manhattan, New York; and "performance of Work" and words of similar import shall mean the furnishing of such facilities and the doing of such things.

"Work required by the Contract Drawings and Specifications in their present form" or words of similar import shall include all Work required by the Specifications in their present form (whether or not shown upon the Contract Drawings), all Work shown upon the Contract Drawings in their present form (whether or not mentioned in the Specifications), and all Work involved in or incidental to the accomplishment of the results intended by the Specifications and Contract Drawings in their present form (whether or not mentioned therein or shown thereon)."

"Equipment" and "plant" shall include construction equipment and plant rented as agent for the Authority.

"Extra Work" shall mean Work required by the Chief Engineer, Deputy Director of Construction or Engineer of Construction pursuant to the clause hereof entitled "Extra Work Orders" which is in addition to that required by the Contract Drawings and Specifications in their present form.

"Contract Drawings" shall mean the Contract Drawings designated in the clause of the Specifications entitled "Contract Drawings" and, except as used in the phrase "Contract Drawings in their present form", shall include any future alterations and revisions of said drawings.

"Shop Drawings" shall mean all drawings, diagrams, illustrations, schedules, including supporting data, which are specifically prepared for this Contract and submitted by the Contractor pursuant to the requirements of the Specifications or the Engineer to illustrate some portion of the Work. The terms "shop drawings", "placing drawings" and "working drawings" are used interchangeably in this Contract.

"Catalog Cuts" shall mean all standard drawings, diagrams, illustrations, brochures, schedules, performance charts and instructions submitted by the Contractor pursuant to the requirements of the Specifications or the Engineer to illustrate some portion of the Work.

"Director of Procurement" shall mean the Director of Procurement of the Authority for the time being, or her successor in duties, acting either personally or through her duly authorized representatives acting within the scope of the particular authority vested in them.

"Chief Engineer" shall mean the Chief Engineer of the Authority for the time being, or his successor in duties, acting personally.

"Engineer" shall mean the Chief Engineer, acting either personally or through his duly authorized representatives acting within the scope of the particular authority vested in them.

"Deputy Director of Construction" shall mean the Deputy Director of Construction of the Authority for the time being, or his successor in duties, acting personally.

"Engineer of Construction" shall mean the designated Engineer of Construction for the facility at which the Work is being performed or his successor in duties, acting personally.

"Inspector" shall mean any representative of the Engineer designated by him as Inspector and acting within the scope of the particular authority vested in him.

The term "permanent construction" shall include all construction, installation, structures, equipment and materials (including materials and equipment, if any, furnished by the Authority) to be constructed, installed or left by the Contractor at or about the construction site (or elsewhere in the possession of the Authority) after the completion of the Work (whether or not they are yet delivered or installed), even though they are subsequently to be removed by others. The terms, "permanent installation", "permanent structure", "permanent materials", and words of similar import shall have the same meaning as the term "permanent construction".

"Subcontractor" shall mean anyone who performs Work (other than or in addition to the furnishing of materials, plant or equipment) at or about the construction site, directly or indirectly for or in behalf of the Contractor (and whether or not in privity of contract with the Contractor), but shall not include any person who furnished merely his own personal labor or his own personal services or who performs Work which consists only of the operation of construction equipment of which he is the lessor.

"Materialman" shall mean anyone who furnishes materials, plant or equipment to the Contractor or any subcontractor for use at or about the construction site in the performance of Work.

"Materialman" or "subcontractor", however, shall exclude the Contractor or any subsidiary or parent of the Contractor or any person, firm or corporation which has a substantial interest in the Contractor or in which the Contractor or the parent or the subsidiary of the Contractor, or an officer or principal of the Contractor or of the parent or the subsidiary of the Contractor has a substantial interest, provided, however, that for the purpose of the clause hereof entitled "Assignments and Subcontracts" the exclusion in this paragraph shall not apply to anyone but the Contractor himself.

"Workingman" or "workman" shall mean any employee of the Contractor or of a subcontractor who performs personal labor or personal services at the construction site.

"Lump Sum" shall mean the amount stipulated in the clause hereof entitled "General Agreement".

"Notice" shall mean a written notice.

Whenever they refer to the Work or its performance, "directed", "required", "permitted", "ordered", "designated", "prescribed" and words of similar import shall mean directed, required permitted, ordered, designated or prescribed by the Engineer; and "approved", "acceptable", "satisfactory" and words of similar import shall mean approved by or acceptable or satisfactory to the Engineer; and "necessary", "reasonable", "proper", "correct" and words of similar import shall mean necessary, reasonable, proper or correct in the judgment of the Engineer.

Whenever "including", "such as" or words of similar import are used, the specific things thereafter enumerated shall not limit the generality of the things preceding such words.

50. GENERAL AGREEMENT

The Contractor agrees to perform removal of existing paint to base steel on trusses and repainting all exterior steel and sign grid members, parapet walls, railings and spandrels; replace existing expansion joint at 8th Avenue and W. 42nd Street; provide maintenance of traffic protection; remove and reinstall bird netting at the Port Authority Bus Terminal, Manhattan, New York. and to furnish all structures, equipment, plant, labor, materials and other facilities and to do all other things necessary or proper therefor or incidental thereto, all in strict accordance with the Contract Drawings and Specifications and any future changes therein; and the Contractor further agrees to assume and perform all other duties and obligations imposed upon him by this Contract. The furnishing of equipment and plant, however, shall be subject to the provisions of the clause hereof entitled "Agency for Rental of Construction Equipment".

The Authority agrees to pay to the Contractor and the Contractor agrees to accept from the Authority, in full consideration for the performance by the Contractor of his duties and obligations under this Contract and the whole thereof, a compensation of:

FOUR MILLION THREE HUNDRED SIXTY SEVEN
THOUSAND
NO

Dollars

Cents

(\$ 4,367,000 -)

(throughout this Contract called the "Lump Sum"), and such compensation only, subject only to the express provisions of this Contract specifically setting forth actual, defined additions to or deductions from such compensation.

The enumeration in this Form of Contract and in the Specifications of particular things to be furnished or done at the Contractor's expense, or without cost or expense to the Authority, or without additional compensation to the Contractor shall not be deemed to imply that only things of a nature similar to those enumerated shall be so furnished and done; but the Contractor shall perform all Work as required without other compensation than that specifically provided, whatsoever changes may be made in the Contract Drawings and Specifications, whatsoever Work may be required in addition to that required by the Contract Drawings and Specifications in their present form, and whatsoever obstacles or unforeseen conditions may arise or be encountered.

PROCUREMENT

¹⁹ For sales tax exemptions, see clause entitled "Exemptions from New York State and New York City Sales Taxes".

51. AUTHORITY ACCESS TO RECORDS

The Authority shall have access during normal business hours to all records and documents of the Contractor relating to any amounts for which the Contractor has been compensated, or claims he should be compensated, by the Authority by payment determined on any basis other than by payment of a lump sum or unit price amount agreed upon in writing by the Contractor and the Authority; provided, however, such access shall extend to certified payroll records as described in the clause of the Form of Contract entitled "Prevailing Rate of Wage" regardless of the method by which the Contractor is compensated under this Contract. The Contractor shall obtain for the Authority similar access to similar records and documents of subcontractors. Such access shall be given or obtained both before and within a period of three years after Final Payment to the Contractor; provided, however, that if within the aforesaid three year period the Authority has notified the Contractor in writing of a pending claim by the Authority under or in connection with this Contract to which any of the aforesaid records and documents of the Contractor or of his subcontractors relate either directly or indirectly, then the period of such right of access shall be extended to the expiration of 6 years from the date of Final Payment with respect to the records and documents involved.

No provision in this Contract giving the Authority a right of access to records and documents is intended to impair or affect any right of access to records and documents which the Authority would have in the absence of such provision.

52. AGENCY FOR RENTAL OF CONSTRUCTION EQUIPMENT

A. General Provisions

The Contractor further agrees to act as the agent of the Authority, subject to the provisions of this numbered clause relating to such agency for the rental of all construction equipment necessary or desirable for or incidental to the performance of the Contract (other than construction equipment owned and also used by the Contractor or owned and also used by any subcontractor) and, in the exercise of such agency, to assume all the obligations and duties imposed upon him by this Contract. The Contractor may authorize any subcontractor to act as his subagent for rental of such equipment for use by such subcontractor, subject to all the provisions of this Contract. "Construction equipment" as used in this numbered clause shall include plant.

The Authority will pay the rental charges for said equipment directly to the lessors thereof, but the charges so paid shall be deducted from the compensation payable to the Contractor under the Contract; provided, however, that the Authority will pay such charges, and the Contractor is authorized by the Authority to act as such agent, to the extent only that the charges payable for such rental do not exceed the compensation payable to the Contractor under the Contract; and provided further that the Contractor performs all the obligations relating to said agency imposed upon him by this Contract.

The Authority will provide the Contractor with a statement to be furnished by him and the subcontractors to such lessors which will identify this Contract as the one under which the Contractor is authorized to rent said equipment and which will identify the site to which delivery must be made. The Contractor shall arrange for delivery of said equipment directly to the construction site. Payment of the rental charges therefore shall be made by the Authority on the basis of invoices made out to the Authority in which is contained the place of delivery and on which the Contractor has certified by endorsement that such construction equipment is being or has been used in the performance of the Contract, said invoices to be submitted through the Contractor to the Authority at the time said equipment is put into use at the construction site. In the event said invoices are not submitted promptly, at the time stated above, but are submitted at a time when, by reason of prior advances and payments to the Contractor or for his account, the amounts still payable to the Contractor in connection with the Contract are insufficient to pay said invoices, then the Authority shall not be liable to the lessors for any amounts in excess of said amounts still payable to the Contractor which remain in the possession of the Authority.

Notwithstanding the above agency arrangement, the Authority shall not be liable to lessors of construction equipment for any amounts except rental charges based on time of use of such equipment, and the Contractor's agency is limited accordingly. All obligations incurred by the Contractor or subcontractors for any other expenses, including repairs and damages for breach of the rental agreement, shall be obligations incurred by the Contractor or subcontractors as principal not as agent of the Authority. Moreover, as between the Authority and the Contractor, the Contractor shall be responsible for all amounts due to lessors of construction equipment notwithstanding the above agency arrangement.

The Contractor shall indemnify the Authority against any claim of any kind whatsoever made against the Authority by a lessor of construction equipment and the Contractor assumes the risk of all claims against him by any lessor of construction equipment, including in both cases, claims in connection with a subcontractor.

The agency provided for under this numbered clause shall not relieve the Contractor of any of his duties and obligations elsewhere provided for under this Contract.

B. Option Not to Act as Agent

Notwithstanding the provisions of A above, the Contractor shall have the right to elect not to act as the agent of the Authority for the rental of any particular item or items of said construction equipment, in which event, with regard to any such rentals by the Contractor as principal and not agent, the provisions of A of this numbered clause shall be inapplicable as well as those provisions of the clause of the Form of Contract entitled "Exemption From New York State and New York City Sales Taxes", which relate to rental of construction equipment.

53. EXEMPTION FROM NEW YORK STATE AND NEW YORK CITY SALES TAXES

A. Materials Incorporated in Permanent Construction

The attention of the Contractor is directed to the following provision of the New York State and New York City Sales and Compensating Use Tax Act:

"#1115. Exemptions from sales and use taxes. (a) Receipts from the following shall be exempt from the tax on retail sales imposed under subdivision (a) of section eleven hundred five and the compensating use tax imposed under section eleven hundred ten:

(15) Tangible personal property sold to a contractor, subcontractor or repairman for use in erecting a structure or building of an organization described in subdivision (a) of section eleven hundred sixteen, or adding to, altering or improving real property, property or land of such an organization, as the terms real property, property or land are defined in the real property tax law; provided, however, no exemption shall exist under this paragraph unless such tangible personal property is to become an integral component part of such structure, building or real property."

The Authority is an exempt organization of the type described in subdivision (a) of section eleven hundred sixteen.

In view of the foregoing, the Contractor should not include in his price(s) any amounts for New York State and New York City sales and compensating use taxes on such tangible personal property.

If (i) any claim is made against the Contractor by the State of New York or City of New York for such sales or compensating use taxes, or (ii) any claim is made against the Contractor by a materialman or a subcontractor on account of a claim against such materialman or subcontractor by the State of New York or City of New York for such sales or compensating use taxes, then the Authority will reimburse the Contractor in an amount equal to the amount of such tax required to be paid in accordance with the requirements of law, provided that:

- 1.) the Contractor, or the Contractor and any such subcontractor, as the case may be, have complied with such rules and regulations as may have been promulgated relating to the claiming of the exemption from such taxes and have filed all the forms and certificates required by the applicable laws, rules and regulations in connection therewith;
- 2.) and the Authority is afforded the opportunity before any payment of tax is made, to contest said claim in the manner and to the extent that the Authority may choose and to settle or satisfy said claim and such attorney as the Authority may designate is authorized to act for the purpose of contesting, settling and satisfying said claim; and
- 3.) the Contractor, or the Contractor and any such subcontractor, as the case may be, give immediate notice to the Authority of any such claim, cooperate with the Authority and its designated attorney in contesting said claim and furnish promptly to the Authority and said attorney all information and documents necessary or convenient for contesting said claim, said information and documents to be preserved for six years after the date of Final Payment or longer if such a claim is pending or threatened at the end of such six years.

If the Authority elects to contest any such claim, it will bear the expense of such contest.

B. Rental of Construction Equipment

The rental by the Contractor or subcontractor of construction equipment not owned by the Contractor or subcontractors for use in the performance of the Contract will also not be subject to New York State or New York City sales or compensating use taxes, provided that:

- 1.) the Contractor's and any subcontractor's use of construction equipment rented from others, and any agreement for such rental, is based upon the agency arrangement provided for in the clause hereof entitled "Agency for Rental of Construction Equipment" and the Contractor and subcontractors have performed all their obligations under said clause;
- 2.) delivery of said equipment is to the construction site;
- 3.) the Contractor or subcontractor has furnished to the lessor the statement from the Authority identifying this Contract as the one under which the Contractor or subcontractor has been authorized to rent said equipment and identifying the construction site to which delivery must be made;
- 4.) the invoice for said equipment is made out to the Authority and prescribes the place of delivery; and
- 5.) the amounts payable for rental of said equipment do not exceed the amount of compensation payable in connection with the Work.

In view of the above, the Contractor should not include in his price(s) any amounts for New York State and New York City sales and compensating use taxes on such rentals of equipment.

If (i) any claim is made against the Contractor by the State or City of New York for sales or compensating use taxes on such rental of construction equipment or (ii) any claim is made against the Contractor by a materialman, lessor or a subcontractor on account of a claim against such materialman, lessor or subcontractor by the State or City of New York for sales or compensating use taxes on rental of said equipment, then the Authority will reimburse the Contractor in an amount equal to the amount of such tax required to be paid in accordance with the requirements of law, provided that the provisos listed above in this numbered clause as A.1 through A.3 and B.1 through B.5 are complied with.

If the Authority elects to contest any such claim, it will bear the expense of such contest.

54. PERFORMANCE AND PAYMENT BOND

If the Authority shall in its sole discretion so elect at the time of accepting the Contractor's Proposal, the Contractor shall furnish a bond for the faithful performance of all obligations imposed upon him by the Contract and also for the payment of all lawful claims of subcontractors, materialmen and workmen arising out of the performance of the Contract. Such bond shall be in the form bound herewith entitled, "Performance and Payment Bond", shall be in a penal sum equal to the Lump Sum and such bond shall be signed by one or more sureties²⁰ satisfactory to the Authority. The bond may be executed on a separate copy of such form not physically attached to this Contract booklet. In any case, both the form of bond bound herewith and any unattached executed copy thereof shall form a part of this Form of Contract as though herein set forth in full.

At any time after the opening of Proposals, the Authority may give notice to one or more bidders to advise the Authority as to the names of their proposed sureties. Within forty-eight hours thereafter each bidder so notified shall so advise the Authority. The giving of such notice to a bidder shall not be construed as an acceptance of his Proposal, and omission to give such notice shall not be construed as an election by the Authority not to require a bond.

If the Authority elects to require the Contractor to furnish a bond, he shall deliver such bond to the Authority within seven days after receipt by him of the acceptance of his Proposal, and the sureties thereon shall be as proposed by him, provided, that if the Authority has theretofore given notice to him that his proposed sureties or any of them are not satisfactory, the bond shall be executed by other sureties satisfactory to the Authority.

The Authority shall give notice to the Contractor within ten (10) days after receipt of the Performance and Payment Bond as to whether or not such bond is satisfactory.

In the event of a default by the Contractor in his obligation to furnish a satisfactory bond within seven (7) days after he received an acceptance of his Proposal, such default shall entitle the Authority in its discretion to terminate this Contract at any time within forty-five (45) days after the acceptance of the Proposal, without any liability on the part of the Authority. Inasmuch as the damages to the Authority resulting from a termination by it upon the failure of the Contractor to furnish a satisfactory bond will include items whose accurate amount will be difficult or impossible to compute, such damages shall be liquidated in the sum of the following amounts:

- A. The excess, if any, of the Lump Sum in the Proposal finally accepted over that in the Proposal of the Contractor; and
- B. The expense of such new advertisement of the Contract, if any, as may be deemed necessary by the Authority; and
- C. The sum of \$500 for each day after the receipt by the Contractor of the acceptance of his Proposal that the performance of the Contract is not commenced by reason of the failure of the Contractor to furnish the required bond.

²⁰ Sureties must be corporations (commonly known as "surety companies"), authorized to do business as sureties in the state(s) in which the construction site is located, whose names appear on the current list of the Treasury Department of the United States in effect at the time of submission of the Performance and Payment Bond to the Authority as acceptable as sureties to the Treasury Department. In addition, the aggregate underwriting limitations on any one risk as set forth in the aforementioned list of the Treasury Department of the sureties shall equal or exceed the penal sum of the Performance and Payment Bond.

In the recovery of the damages above specified, the Authority may proceed against the sum represented by the certified check deposited with it or against the Bid Bond and take such other action as it may deem best in the public interest.

If the Contractor furnishes a bond in accordance with the requirements of the Authority under this numbered clause, the Authority shall reimburse the Contractor for the net amount actually paid by him to the surety or sureties as the premium on such bond. The Contractor shall deliver to the Engineer receipts from the surety or sureties evidencing such payment and the amount thereof. Within fifteen days after receipt of such evidence satisfactory to the Engineer, the Authority shall pay to the Contractor by check the amount provided in this numbered clause.

If at any time the Authority shall be or become dissatisfied with any surety or sureties then upon any bond furnished in accordance with the requirements of the Authority, or if for any other reason such bond shall cease to be adequate security to the Authority, the Contractor shall, within five days after notice from the Authority so to do, substitute a new bond in such form and sum and signed by such other sureties as may be necessary in the opinion of the Authority to constitute adequate security.

CHAPTER II

ADJUSTMENTS AND PAYMENTS

55. ADJUSTMENTS OF LUMP SUM

If any Work required by the Contract Drawings and Specifications in their present form shall be countermanded or reduced, the Engineer shall have full authority on behalf of both parties to make such adjustment by way of reduction in the Lump Sum as he may in his sole discretion deem equitable and reasonable, and in making such adjustment, no allowance to the Contractor shall be made for anticipated profits.

The Chief Engineer shall have authority to agree in writing with the Contractor for adjustments by way of reduction in the Lump Sum in lieu of those for which provision is heretofore made in this numbered clause.

25. COMPENSATION FOR EXTRA WORK

The Chief Engineer shall have authority to agree in writing with the Contractor on behalf of the Authority upon lump sum or other compensation for Extra Work in lieu of the compensation for which provision is hereinafter made in this numbered clause.

If such agreement on compensation is not made, and Extra Work be performed, the Contractor's compensation shall be increased by the following amounts and such amounts only:

- 1.) For Extra Work consisting of refuse container services, an amount equal to the actual net cost in money of the labor and materials required for the provision of such services, plus seven per cent (7%) of such net cost.
- 2.) For Extra Work consisting of performance of construction work at the construction site, an amount determined as follows:
 - a. In the case of Extra Work performed by the Contractor personally, an amount equal to the actual net cost in money of the labor and materials required for such Extra Work, plus twenty per cent (20%) of such net cost, plus such rental for equipment (other than small tools) required for such Extra Work as the Engineer deems reasonable.
 - b. In the case of Extra Work performed by a subcontractor, an amount equal to the actual net cost in money of the labor and materials required for such Extra Work, plus twenty per cent (20%) of such net cost plus such rental for equipment (other than small tools) required for such Extra Work as the Engineer deems reasonable, plus seven per cent (7%) of the sum of the foregoing cost, percentage of cost, and rental.

As used in this numbered clause (and in this clause only):

"Refuse Container Services" means the delivery, removal and emptying of refuse containers as required during the performance of Extra Work subject to approval by the Engineer.

"Labor" means foremen, surveyors, laborers, mechanics and other employees below the rank of superintendent, exclusive of timekeepers, directly employed at the construction site, whether employed by the Contractor or by the subcontractors, subject to the Engineer's authority to determine what employees of any category are "required for Extra Work" and as to the portion of their time allotted to Extra Work; and "cost of labor" means the wages actually paid to and received by such employees; however, all wages actually paid that are in excess of the prevailing wages in the performance of Extra Work shall be subject, on each occasion, to the initial and continuing approval of the Engineer in advance of the performance of such Extra Work; plus a proper proportion of (a) vacation allowances and union dues and assessments which the employer actually pays pursuant to contractual obligation upon the basis of such wages, and (b) taxes actually paid by the employer pursuant to law upon the basis of such wages. "Employees" as used above means only the employees of one employer.

"Materials" means temporary and consumable materials as well as permanent materials; and "cost of materials" means the price (including taxes actually paid by the Contractor pursuant to law upon the basis of such materials) for which such materials are sold for cash by the manufacturers or producers thereof, or by regular dealers therein, whether or not such materials are purchased directly from the manufacturer, producer or dealer (or if the Contractor is the manufacturer or producer thereof, the reasonable cost to the Contractor of the manufacture and production), plus the reasonable cost of delivering such materials to the construction site in the event that the price paid to the manufacturer, producer or dealer does not include delivery and in case of temporary materials, less their salvage value, if any.

"Work day" in reference to an item of equipment means a day other than a Saturday, Sunday or legal holiday except that if the particular item of equipment is actually utilized at the construction site by the Contractor or subcontractors under this or any other Contract with the Authority on a Saturday, Sunday or legal holiday said day shall be deemed a work day.

The rental for equipment, whether owned by the Contractor or subcontractors or rented from others and notwithstanding the actual price of any rental or actual costs associated with such equipment, shall be computed by the Engineer on the basis of the following:

A.

- 3.) Hourly rental for those items of equipment listed in the "Rental Rate Blue Book" (published by Machinery Information Division, K-III Directory Corporation, 1735 Technology Drive, Suite 410, San Jose, California 95110), (hereinafter called "the Blue Book"), shall be 100% of the applicable rates as listed in said book, reduced to an hourly basis (see formula below) except that such applicable rates shall be reduced by 50% for all hours of rental payable hereunder in excess of 8 hours each day. The edition of this publication to be used shall be the one in effect on the date of the actual rental of the equipment. The "Estimated Operating Cost per Hour" as set forth for such item of equipment in the Blue Book shall be added to the hourly rental for each hour that such equipment is actually engaged in performing Extra Work. No amount for operating cost will be allowed during periods when such equipment is not actually engaged in performing Extra Work (i.e., standby rental time). None of the provisions of the Blue Book shall be deemed referred to or included in this Contract except as specifically set forth in this Section.
- 4.) If no listing of rental rate and/or hourly operating cost for the item of equipment is in the Blue Book, the Engineer shall determine the reasonable rate of rental and/or hourly operating cost of the particular item of equipment by such other means as he finds appropriate.

- 5.) In the event the Contractor is directed by the Engineer to immediately perform Extra Work within 24 hours of the direction to proceed, the Engineer shall determine the reasonable rate of rental and/all hourly operating cost of the items of equipment necessary to perform such Extra Work by such means as he finds appropriate. However, if the equipment is owned by the Contractor or owned by a subsidiary of the Contractor, the Blue Book rates will apply as set forth in this clause.
- B. When utilizing the rental rates appearing in the Blue Book, the Engineer shall determine the applicable rate and the hourly rental determined therefrom by applying the following criteria:
- 1.) The rate to be applied for an item of equipment used on a particular Extra Work order shall be the monthly rates from the foregoing publication.

The pro rata portion which one hour bears to the applicable rate shall be determined in accordance with the following formula:

Hourly rate based on monthly rental.	1/176 of monthly rental from Blue Book
--------------------------------------	--

- 2.) The rental rate shall be multiplied by the applicable regional adjustment factor shown for such item of equipment in the Blue Book. The adjustment factor shall not apply to the hourly operating cost.
 - 3.) If the Engineer should determine that the nature or size of the equipment used by the Contractor in connection with Extra Work is larger or more elaborate, as the case may be, than the size or nature of the minimum equipment determined by the Engineer to be suitable for the Extra Work, the reasonable rental will not be based upon the equipment used by the Contractor but will be based on the smallest or least elaborate equipment determined by the Engineer to have been suitable for the performance of the Extra Work.
- C. In the case of equipment utilized only for Extra Work: (a) in addition to amounts determined as provided in subparagraphs A and B above, there will be added to the rental as computed above the reasonable cost of transporting such equipment to and from the construction site, including applicable tolls, and (b) notwithstanding the number of hours during which such equipment is utilized, the minimum rental therefor will be for a period of eight hours.

In computing the Contractor's compensation insofar as it is based upon Extra Work, and notwithstanding any provision to the contrary appearing in the Blue Book, no consideration shall be given to any items of cost or expense not expressly set forth above, it being expressly agreed that the costs and percentage additions hereinbefore provided cover items of cost and expense to the Contractor of any type whatsoever, including administration, overhead, taxes (other than those enumerated above), clean-up, consumables including gas and oil, drafting (including printing or other reproduction), coordination, field measurements, maintenance, repairs, insurance, profit to the Contractor and small tools.

Whenever any Extra Work is performed (whether by the Contractor directly or through a subcontractor), the Contractor shall, at the end of each day, submit to the Engineer (a) daily time slips showing the name and number of each workman employed on such Work, the number of hours which he is employed thereon, the character of his duties, and the wages to be paid to him, (b) a memorandum showing the state and federal taxes based on such wages, and vacation allowances and union dues and assessments which the employer actually pays pursuant to contractual obligation upon the basis of such wages (c) a memorandum showing the amount and character of the materials furnished for such Work, from whom they were purchased and the amount to be paid therefor, and (d) a memorandum of equipment used in the performance of such Work, listing the actual hours of operation for each piece of equipment, together with the rental claimed therefor. Such memoranda and time slips are for the purpose of enabling the Engineer to determine the amounts to be paid by the Authority under this numbered clause; and accordingly, they shall constitute a condition precedent to such payment and the failure of the Contractor or his subcontractors to furnish them with respect to any Work shall constitute a conclusive and binding determination on his part that such Work is not Extra Work and shall constitute a waiver by the Contractor of claims for payment for such Work. The Contractor's compensation for Extra Work shall be subject to audit review by the Authority. The Engineer will notify the Contractor that an audit review will be conducted no later than 90 days from the date of such notification. The Engineer will also provide the Contractor with an estimated duration of the audit. During the audit review, the Contractor shall provide records to substantiate the memorandum and time slips submitted to the Engineer. Failure to provide such Contractor or subcontractor records may result in a reduction or total denial of material, equipment and labor costs for Extra Work. Upon completion of the audit review, the Contractor will be provided with the audit findings of the Authority. If the Contractor disagrees in whole or in part with the audit findings, the Contractor shall notify the Authority of such disagreement in writing within 30 days of receipt of said audit findings or the Authority will deem the audit findings to be final and acceptable to the Contractor. In the event that the Chief Engineer and the Contractor shall agree in writing upon a lump sum or other compensation for Extra Work in lieu of compensation as provided in the second paragraph of this clause, the daily time slips and memoranda required by this paragraph shall not be required subsequent to the date on which such agreement has been reached.

26. COMPENSATION FOR PREMIUM TIME

Where the Engineer directs that the Contractor perform Work at times other than those elsewhere specified in the Contract, and the Contractor directly or through a subcontractor is obligated by the provisions of its applicable collective bargaining agreement to pay premium time rates for such Work then, the Contractor shall be compensated for the cost differential between regular time rates and premium time rates at an amount equal to the total of the following:

- A. For premium time rates paid by the Contractor to its own forces, an amount equal to the premium time portion of the salaries and wages which the employer is required to pay and actually pays to its employees pursuant to the terms of its applicable collective bargaining agreement for the overtime period or periods described above, plus a proper proportion, if any, computed upon the basis of premium time salaries and wages of (1) taxes actually paid by the employer pursuant to law, (2) vacation allowances, other fringe benefits and union dues and assessments which the employer actually pays pursuant to contractual obligations, and (3) increased premiums paid by the Contractor personally, specifically allocable to the insurance required by this Contract, plus five per cent (5%) of such premium portion.

- B. For premium time rates paid by a subcontractor, an amount equal to the premium time portion of the salaries and wages which the employer is required to pay and actually pays to its employees pursuant to the terms of its applicable collective bargaining agreement for the overtime period or periods described above, plus a proper proportion, if any, computed upon the basis of premium time salaries and wages of (1) taxes actually paid by the employer pursuant to law, (2) vacation allowances, other fringe benefits and union dues and assessments which the employer actually pays pursuant to contractual obligations, and (3) increased premiums paid by a subcontractor, specifically allocable to the insurance required by this Contract, plus five per cent (5%) of such premium portion, plus two per cent (2%) of the foregoing cost.

All additions to the Contractor's compensation provided for in this clause require the prior written approval of the Engineer and are conditioned on the Contractor's verifiable by the Authority payment of such amounts to his subcontractor.

The additions to the Contractor's compensation provided in this clause shall not apply where the Engineer directs the Contractor to perform work at times other than those specified elsewhere in the Contract and also determines that such work is required to mitigate previous delays in the Contractor's performance of Work.

27. COMPENSATION FOR EMERGENCY DELAYS

If the Contractor is specifically directed by the Engineer to suspend his operations as stipulated in the Specifications entitled "Conditions and Precautions" or if the Contractor is specifically directed not to start his operations at a time when operations are permitted to start as stipulated in such Section, and if solely because of such suspension or direction not to start any of the Contractor's or subcontractor's employees or equipment then engaged in or about to start such Work are necessarily kept idle at the construction site, during the hours when they would otherwise be engaged in the performance of the Work, then the Contractor's compensation shall be increased by an amount equal to the salaries and wages in amounts approved by the Engineer which the employer is required to pay and actually pays to such employees for the period or periods of such idleness, plus a proper proportion of (a) taxes actually paid by the employer pursuant to law upon the basis of such salaries and wages, and (b) vacation allowances and union dues and assessments which the employer actually pays pursuant to contractual obligations upon the basis of such salaries and wages, and in addition thereto such rental as the Engineer deems reasonable for such equipment during the period or periods of such idleness. The rental for idle equipment shall be computed by the Engineer in accordance with the provisions of the clause of the Form of Contract entitled "Idle Salaried Men and Equipment".

In the event that the Contractor deems that any payment should be made pursuant to this numbered clause, he shall give prompt written notice to the Engineer stating the reasons why he believes such payments should be made and shall moreover, furnish to the Engineer at the end of each day, a memorandum showing the name, payroll title, salary rate and employer of each of the workmen, and description, owner and claimed rental rate for each item of equipment claimed to have been kept idle. Said notice and memorandum are for the purpose of enabling the Engineer to verify the Contractor's claim at the time. Accordingly, notwithstanding any other provisions hereof, the failure of the Contractor to furnish such notice and memorandum shall constitute a conclusive binding determination on his part that he is not entitled to compensation as provided herein and shall constitute a waiver by the Contractor of all claims for such payment, such notice and memorandum being conditions precedent to payment under this numbered clause.

28. MONTHLY ADVANCES

On or about the fifteenth day of each month, the Engineer shall (upon receipt from the Contractor of such information as he may require, including a certification in writing, in such form as may be required pursuant to the clause hereunder entitled "Prevailing Rate of Wage", that he has paid and caused his subcontractors to pay at least the prevailing rate of wage and supplements required by such clause) estimate and certify to the Authority the approximate amount of Work performed and compensation earned by the Contractor up to that time showing separately:

- A. The amount of Work (other than Extra Work) performed by the Contractor up to that time and a sum bearing the same proportion to the Lump Sum as the Work performed (other than Extra Work) bears to the Work performed and to be performed (other than Extra Work).
- B. The increases, if any, in the Contractor's compensation for which provision is specifically made elsewhere in this Contract.

As an aid to the Contractor and to facilitate his performance, the Authority shall, within fifteen days after the receipt of each such monthly certificate, advance to the Contractor by check the sums so certified, minus, however, five per cent (5%) of the sum certified pursuant to subparagraph A of this numbered clause, and minus all prior advances and payments to the Contractor or for his account and minus payments by the Authority to lessors of construction equipment.

Within seven days of receipt of any sum attributable to Work performed by a subcontractor or materialman or within such later period as is provided in the subcontract or purchase agreement, the Contractor shall advance to the subcontractor or materialman said sum, less such amount, if any, as the Contractor is authorized to retain under the subcontract or purchase agreement.

Notwithstanding the above, the Authority shall have the right, at its sole discretion, to directly pay the subcontractors and material suppliers who perform Work for or furnish materials to the Contractor in connection with the Work of this Contract.

Prior to certifying any amount for payment hereunder, the Engineer may require that the Contractor submit a certification accurately and fully setting forth the total amount due and payable to each subcontractor and supplier for Work performed or materials provided by such subcontractor or supplier in connection with the Work of this Contract. Any payment made by the Authority to a subcontractor or supplier pursuant to the provisions of this numbered clause shall be made in reliance upon such certification and all such payments shall be considered as advances to the Contractor of the compensation payable hereunder. No such payment shall relieve the Contractor of any of its obligations hereunder.

Furthermore, within fifteen (15) days of the Contractor's receipt of the Authority acceptance of the Contractor's Proposal, the Contractor shall submit to the Engineer a listing of all subcontract and material supply agreements entered into by the Contractor for the performance of Work required by this Contract. Such listing shall include the names and addresses of each such subcontractor and supplier and the amounts payable under each such agreement. As and when any modifications are made to such agreements or any additional subcontracts or supply agreements are entered into, the Contractor shall inform the Engineer of such and shall indicate the amounts payable thereunder.

Nothing contained herein shall be deemed to create any additional rights in such subcontractors or suppliers or to alter the rights of the Authority as such are set forth in the clause hereof entitled "Withholding of Payments".

29. RELEASE OF MONIES PREVIOUSLY WITHHELD FROM MONTHLY ADVANCES UPON RENDITION OF A CERTIFICATE OF SUBSTANTIAL COMPLETION

After the rendition of the Certificate of Substantial Completion and with the approval of the Engineer, an amount up to 80% of the total amount of monies withheld from the Contractor's monthly advances in accordance with the preceding clause may be released to the Contractor. If, in the Engineer's judgment, no monies, or less than 80% of the total amount of monies withheld should be released it will be based on, but not limited to, the estimated value of the remaining Work, unresolved claims by subcontractors, the estimate of possible audit adjustments and an assessment of the risks to the Authority in making such a release of monies. This clause does not create a right to such a release of monies or to any specific percentage release, all of which shall remain purely the discretionary decision of the Engineer.

Prior to the release of any amount withheld from the Contractor's monthly advances by the Authority, the Contractor shall submit to the Engineer a certification of all unresolved requests for additional compensation including all items in dispute and potential claims which the Contractor had actual knowledge of or by reasonable inspection and inquiry should have known of, to the date of the certification. Any such items not made known to the Authority by inclusion in the certification of additional compensation requests submitted by the Contractor will be deemed to have been released by the Contractor. Notwithstanding the above provisions, before making any release of monies the Engineer may require the Contractor to submit further information for the Engineer's review and analysis, and shall require the Contractor to execute a separate written release of claims as described above in a form acceptable to the Authority.

Nothing contained herein shall be deemed to alter or diminish the rights of the Authority as such are set forth in the clauses hereof entitled "Withholding of Payments", "Final Payment", "Monthly Advances" or under any other clause of this Contract relating to compensation to the Contractor, any release of monies hereunder being purely at the discretion of the Engineer.

30. FINAL PAYMENT

After the rendition of the Certificate of Final Completion and upon receipt from the Contractor of such information as may be required, the Engineer shall certify in writing to the Authority and to the Contractor the total compensation earned by the Contractor.

If so required, the Contractor shall thereupon (i) certify to the Authority in writing, in such form as may be required pursuant to the clause hereunder entitled "Prevailing Rate of Wage", that he has paid and caused his subcontractors to pay at least the prevailing rate of wage and supplements required by such clause and (ii) furnish to the Authority a detailed sworn statement of all claims, just and unjust, of subcontractors, materialmen and other third persons then outstanding and which he has reason to believe may thereafter be made on account of the Work.

Within thirty days after issuance of such certificate of total compensation earned (or within thirty days after receipt of the documents provided for in the immediately preceding paragraph, if required), the Authority shall pay to the Contractor by check the amount stated in said certificate, less all other payments and advances whatsoever to or for the account of the Contractor. All prior estimates and payments shall be subject to correction in this payment, which is throughout this Contract called the Final Payment.

The acceptance by the Contractor, or by anyone claiming by or through him, of Final Payment shall be and shall operate as a release to the Authority of all claims and of all liability to the Contractor for all things done or furnished in connection with the Contract and for every act and neglect of the Authority and others relating to or arising out of the Contract, including claims arising out of breach of contract and claims based on claims of third persons, excepting only his claims for reimbursement for certain sales taxes as hereinbefore provided. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations in connection with this Contract or the Performance and Payment Bond.

The Contractor's agreement as provided in the immediately preceding paragraph above shall be deemed to be based upon the consideration forming part of this Contract as a whole and not to be gratuitous; but in any event even if deemed gratuitous and without consideration, such agreement as provided in the immediately preceding paragraph above shall nevertheless be effective. Such release shall include all claims, whether or not in litigation and even though still under consideration by the Authority or the Engineer. Such release shall be effective notwithstanding any purported reservation of right by the Contractor to preserve such claim. The acceptance of any check designated as "Final Payment" or bearing any similar designation shall be conclusively presumed to demonstrate the intent of the Contractor that such payment was intended to be accepted as final, with the consequences provided in this numbered clause, notwithstanding any purported reservation of rights.

The Contractor agrees that he shall not be entitled to, and hereby waives any right he might otherwise have to, and shall not seek any judgment whether under this Contract or otherwise for any such Final Payment or for an amount equivalent thereto or based thereon, or for any part thereof, if such judgment would have the effect of varying, setting aside, disregarding or making inapplicable the terms of this numbered clause or have the effect in any way of entitling the Contractor to accept such Final Payment or an amount equivalent thereto or based thereon or any part thereof other than in the same fashion as a voluntary acceptance of a Final Payment subject to all the terms of this Contract including this numbered clause, unless and until the Contractor should obtain a judgment on any claim arising out of or in connection with this Contract (including a claim based on breach of contract) for an amount not included in said Final Payment. In any case in which interest is allowable on the amount of the Final Payment, such interest shall be at the rate of 6% per annum for the period, if any, in which such interest is due.

31. WITHHOLDING OF PAYMENTS

If (1) the Contractor fails to perform any of his obligations under this Contract or any other agreement between the Authority and the Contractor (including his obligation to the Authority to pay any claim lawfully made against him by any materialman, subcontractor or workman or other person which arises out of or in connection with the performance of this Contract or any other agreement with the Authority) or (2) any claim (just or unjust) which arises out of or in connection with this Contract or any other agreement between the Authority and the Contractor is made against the Authority or (3) any subcontractor under this Contract or any other agreement between the Authority and the Contractor fails to pay any claims lawfully made against him by any materialman, subcontractor, workman or other third person which arises out of or in connection with this Contract or any other agreement between the Authority and the Contractor or if in the opinion of the Chief Engineer any of the aforesaid contingencies is likely to arise, then the Authority shall have the right, in its discretion, to withhold out of any payment (final or otherwise and even though such payment has already been certified as due) such sums as the Chief Engineer may deem ample to protect it against delay or loss or to assure the payment of just claims of third persons, and to apply such sums in such manner as the Chief Engineer may deem proper to secure such protection or satisfy such claims. All sums so applied shall be deducted from the Contractor's compensation. Omission by the Authority to withhold out of any payment, final or otherwise, a sum for any of the above contingencies, even though such contingency has occurred at the time of such payment, shall not be deemed to indicate that the Authority does not intend to exercise its right with respect to such contingency. Neither the above provisions for rights of the Authority to withhold and apply monies nor any exercise or attempted exercise of, or omission to exercise, such rights by the Authority shall create any obligation of any kind to such materialmen, subcontractors, workmen or other third persons.

Until actual payment to the Contractor, his right to any amount to be paid under this Contract (even though such amount has already been certified as due) shall be subordinate to the rights of the Authority under this numbered clause.

In the event that wages and/or supplements have been paid in an amount less than as required by this Contract, the Authority shall also have the right to withhold from the Contractor out of any payment, final or otherwise, on this, or any other open contract that the Contractor has with the Authority, so much as may be necessary to pay to laborers, mechanics, architects, draftsmen, engineers and technical workers, and others employed on the Work, the difference between the sums such persons should have received as wages and/or supplements and the amounts they actually received, and to pay such sums over to such persons. All such payments shall be deemed to be payments for the Contractor's account. In addition, the Contractor shall be required to pay to the Authority an amount equal to the Authority's cost of any investigation conducted by or on behalf of the Authority, that discovers a failure to pay wages and/or supplements as required by this Contract by the Contractor or its subcontractors, the cost of such investigation to be determined by the Chief Engineer personally. If the Contractor fails or refuses to pay for the cost of any such investigation after demand by the Authority, the Authority may deduct from any amount payable to the Contractor by the Authority, under the Contract or under any other open contract between the Contractor and the Authority, an amount equal to the cost of such investigation.

If, however, the payment of any amount due to the Contractor shall be improperly delayed by the fault of the Authority, the Authority shall pay the Contractor interest thereon at the rate of six percent (6%) per annum for the period of delay, it being agreed that such interest shall be in lieu of and in liquidation of any damages to the Contractor because of such delay.

CHAPTER III

PROVISIONS RELATING TO TIME

32. TIME FOR COMPLETION AND DAMAGES FOR DELAY

The Contractor shall complete the performance of all Work under this Contract within 304 calendar days after receipt by him of the acceptance of his Proposal.

The Contractor shall not commence the performance of the Work until the later of the following dates:

- B. If a Performance and Payment Bond is required, the date of receipt by him of notice from the Authority that the Performance and Payment Bond furnished by him is satisfactory;
- A. The date of receipt by him of notice from the Authority that the insurance procured by him in accordance with the clause hereof entitled "Insurance Procured by Contractor" is satisfactory, as evidenced by the certificate(s) to be furnished in accordance with said clause.

The time for completion shall not be extended on account of the time required to furnish the documents referred to in subparagraphs A and B above, but the Authority shall give notice to the Contractor within ten days after receipt of the Performance and Payment Bond or certificate of insurance as to whether or not such bond or insurance is satisfactory.

The Contractor's obligations for the performance and completion of the Work within the time or times provided for in this Contract are of the essence of this Contract. The Contractor guarantees that he can and will complete the performance of the Work within the time hereinbefore stipulated or within the time as extended in accordance with the clause hereof entitled "Extensions of Time". Inasmuch as the damage and loss to the Authority which will result from delay in completing the performance of the Work within the time herein stipulated will include items of loss whose amount will be incapable or very difficult of accurate estimation, the damages to the Authority for each calendar day by which the Contractor does not complete performance of the Work within the time or times above stipulated or within such time or times as extended in accordance with the clause hereof entitled "Extensions of Time", shall be liquidated in the sum of Five Hundred Dollars (\$500) per calendar day.

33. EXTENSIONS OF TIME

The time above provided for completion of any part of the Contract shall be extended (subject, however, to the provisions of this numbered clause) only if in the opinion of the Engineer the Contractor is necessarily delayed in completing such part by such time solely and directly by a cause which meets all the following conditions:

- A. Such cause is beyond the Contractor's control and arises without his fault;
- B. Such cause comes into existence after the opening of Proposals on this Contract and neither was nor could have been anticipated by investigation before such opening.

Variations in temperature and precipitation shall be conclusively deemed to have been anticipated before opening of such Proposals on this Contract except to the extent that the actual monthly average temperature varies from a temperature which is 10 per cent (10%) above or below the monthly normal temperature and except to the extent that the actual number of days of precipitation (of 0.1 inch or more) per month exceeds a number equal to two plus the normal number of days of precipitation per month.

In any case, the variations in temperature and precipitation described in the immediately preceding sentence will be cause for an extension of time only if occurring between the actual time of commencement of the Work at the construction site and the time for completion stipulated in the clause hereof entitled "Time for Completion and Damages for Delay" (or such time as extended as provided for herein). In the case of portions of months the number of days will be pro-rated by the Engineer. Temperature and precipitation shall be as recorded by the U. S. Weather Bureau in its publications, including that entitled "Local Climatological Data with Comparative Data", which is applicable to the area in which the Work is to be performed, and in the case of precipitation, the normal number of days of precipitation (of 0.1 inch or more) per month as abstracted from the aforementioned publications are as follows:

Month	Normal number of days per month on which precipitation exceeds 0.1 inch
January	7
February	7
March	8
April	7
May	6
June	6
July	5
August	7
September	6
October	6
November	7
December	7

In any event, even though a cause of delay meets all the above conditions, an extension shall be granted only to the extent that (i) the performance of the Work is actually and necessarily delayed and (ii) the effect of such cause cannot be anticipated and avoided or mitigated by the exercise of all reasonable precautions, efforts and measures (including planning, scheduling and rescheduling), whether before or after the occurrence of the cause of delay, and an extension shall not be granted for a cause of delay which would not have affected the performance of the Contract were it not for the fault of the Contractor or for other delay for which the Contractor is not entitled to an extension of time.

Any reference herein to the Contractor shall be deemed to include subcontractors and materialmen, whether or not in privity of contract with the Contractor, and employees and others performing any part of the Contract and all the foregoing shall be considered as agents of the Contractor.

The period of any extension of time shall be that necessary to make up the time actually lost, subject to the provisions of this numbered clause, and shall be only for the portion of the Contract actually delayed. The Engineer may defer all or part of his decision on an extension and any extension may be rescinded or shortened if it subsequently is found that the delays can be overcome or reduced by the exercise of reasonable precautions, efforts and measures.

As a condition precedent to an extension of time, the Contractor shall give written notice to the Engineer within 48 hours after the time when he knows or should know of any cause which might under any circumstances result in delay for which he claims or may claim an extension of time (including those causes which the Authority is responsible for or has knowledge of), specifically stating that an extension is or may be claimed, identifying such cause and describing, as fully as practicable at the time, the nature and expected duration of the delay and its effect on the various portions of the Contract. Since the possible necessity for an extension of time may materially alter the scheduling, plans and other actions of the Authority, and since, with sufficient opportunity, the Authority might if it so elects attempt to mitigate the effect of a delay for which an extension of time might be claimed, and since merely oral notice may cause disputes as to the existence or substance thereof, the giving of written notice as above required shall be of the essence of the Contractor's obligations and failure of the Contractor to give written notice as above required shall be a conclusive waiver of an extension of time.

It shall in all cases be presumed that no extension, or further extension, of time is due unless the Contractor shall affirmatively demonstrate to the satisfaction of the Engineer that it is. To this end the Contractor shall maintain adequate records supporting any claim for an extension of time, and in the absence of such records, the foregoing presumption shall be deemed conclusive.

34. IDLE SALARIED MEN AND EQUIPMENT

If any salaried men or equipment of the Contractor or any subcontractor are necessarily kept continuously idle and wholly unoccupied at the construction site for a full day on each of two or more full days on which they would be engaged in the performance of the Work but for causes due solely to acts or omissions of the Authority or the Engineer occurring after the opening of Proposals on this Contract, and if such idleness is not due to any cause within the control of the Contractor or of any of his subcontractors or materialmen or his or their employees, then the Authority shall pay to the Contractor and the Contractor shall accept (in addition to any sums otherwise payable under this Contract, and in full satisfaction of and in liquidation of all claims for damages because of such act or omission of the Authority or the Engineer) an amount equal to that which the employer actually pays such salaried employees during such full days of idleness, plus a proper proportion of vacation allowances and union dues and assessments actually paid by the employer pursuant to contractual obligations on the basis of such salaries, and a proper proportion of the taxes actually paid by the employer pursuant to law upon the basis of such salaries and plus such rental for such idle equipment as the Engineer deems reasonable. The rental for idle equipment shall be computed by the Engineer in accordance with the provisions of the clause of the Form of Contract entitled "Compensation for Extra Work"; provided, however, that the seven per cent (7%) of the rental to be paid in accordance with said clause in the case of equipment utilized by subcontractors shall not be payable in connection with such idle equipment; and provided further that the provisions of subparagraph C of said clause shall not be applicable to such idle equipment.

The Contractor shall give written notice to the Engineer before the end of the second of the above mentioned 2 or more full days (whether or not the Authority is aware of the existence of any circumstances which might constitute a basis for payment under this numbered clause), specifically stating that salaried men or equipment have been kept idle under circumstances which might result in payment under this numbered clause; and he shall furnish with such notice, for all the days that have occurred, and shall in addition furnish at the end of each additional day of the above mentioned 2 or more full days, (a) a memorandum showing the name, payroll title, salary rate and employer of each of the salaried men claimed to have been kept idle at the construction site, and taxes based upon their salaries and the holiday and vacation allowances and union dues and assessments which the employer must actually pay pursuant to contractual obligations based on their salaries, and (b) a memorandum of the equipment claimed to be kept idle, together with the amount claimed as rental therefor. Said notice and memoranda are for the purpose of enabling the Engineer to verify the Contractor's claim at the time, and of enabling him to take such steps as may be necessary to remedy the conditions upon which the claim is based. The furnishing of such notice and memoranda shall be a condition precedent to payment under this numbered clause, so that the day on which notice is given shall be counted as not later than the second of the above mentioned 2 or more full days and no subsequent day shall be counted for which the above memoranda are not furnished at the end of such day.

35. DELAYS TO CONTRACTOR

As between the Contractor and the Authority, the Contractor assumes the risk of all suspensions of or delays in performance of the Contract, regardless of the length thereof, arising from all causes whatsoever, whether or not relating to this Contract, including wrongful acts or omissions of the Authority, its officers, agents, employees and contractors, except only to the extent, if any, that compensation or an extension of time may be due as expressly provided for elsewhere in this Contract for such suspension or delays and except to the extent, if any, that compensation may be agreed to by the Chief Engineer in writing pursuant to the clause hereof entitled "Compensation for Extra Work" for impact costs incurred by the Contractor in connection with the performance of Extra Work. Subject only to such exceptions, the Contractor shall bear the burden of all costs, expenses and liabilities which he may incur in connection with such suspensions or delays, and all such suspensions, delays, costs, expenses and liabilities of any nature whatsoever, whether or not provided for in this Contract, shall conclusively be deemed to have been within the contemplation of the parties.

Notwithstanding any provisions of this Contract, whether relating to time of performance or otherwise, the Authority makes no representation or guaranty as to when the construction site or any part thereof will be available for the performance of the Contract or as to whether conditions at the construction site will be such as to permit the Contract to be performed thereon without interruption or by any particular sequence or method or as to whether the performance of the Contract can be completed by the time required under this Contract or by any other time.

Wherever in connection with this Contract it is required, expressly or otherwise, that the Authority shall perform any act relating to the Contract, including making available or furnishing any real property, materials, or other things, no guaranty is made by the Authority as to the time of such performance and the delay of the Authority in fulfilling such requirement shall not result in liability of any kind on the part of the Authority except only to the extent, if any, that an extension of time or compensation may be due as expressly provided for elsewhere in this Contract.

36. CANCELLATION FOR DELAY

If the performance of the Contract or any portion of it shall, in the opinion of the Chief Engineer, be materially delayed, whether or not through the fault of the Contractor, by any cause which affects the Contractor's ability to perform the Contract without affecting to the same degree the Authority's own ability to perform it, either directly or through others, the Authority shall have the right at any time during the existence of such delay to cancel this Contract as to any portion not yet performed, without prejudice to the rights, liabilities and obligations of the parties under this Contract arising out of portions already performed, provided, however, that such right of cancellation shall not exist if the delay be due to any wrongful act or omission of the Authority. In the event of such cancellation, no allowance shall be made for anticipated profits.

CHAPTER IV

CONDUCT OF CONTRACT

37. AUTHORITY OF CHIEF ENGINEER

Inasmuch as the public interest requires that the project to which this Contract relates shall be performed in the manner which the Authority, acting through the Chief Engineer, deems best, the Chief Engineer shall have absolute authority to determine what is or is not necessary or proper for or incidental to the portion thereof specified in the clause hereof entitled "General Agreement" and the Contract Drawings and Specifications shall be deemed merely his present determination on this point. In the exercise of this authority, he shall have power to alter the Contract Drawings and Specifications; to require the performance of Work not required by them in their present form, even though of a totally different character from that now required; and to vary, increase and diminish the character, quantity and quality of, or to countermand, any Work now or hereafter required. Such variation, increase, diminution or countermanding need not be based on necessity but may be based on convenience.

If at any time it shall be, from the viewpoint of the Authority, impracticable or undesirable in the judgment of the Chief Engineer to proceed with or continue the performance of the Contract or any part thereof, whether or not for reasons beyond the control of the Authority, he shall have authority to suspend performance of any part or all of the Contract until such time as he may deem it practicable or desirable to proceed. Moreover, if at any time it shall be, from the viewpoint of the Authority impracticable or undesirable in the judgment of the Chief Engineer to proceed with or continue the performance of the Contract or any part thereof whether or not for reasons beyond the control of the Authority, he shall have authority to cancel this Contract as to any or all portions not yet performed and as to any materials not yet installed even though delivered. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions already performed, but no allowance shall be made for anticipated profits.

To resolve all disputes and to prevent litigation the parties to this Contract authorize the Chief Engineer to decide all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Contract (including claims in the nature of breach of Contract or fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal and claims of a type which are barred by the provisions of this Contract) and his decision shall be conclusive, final and binding on the parties. His decision may be based on such assistance as he may find desirable. The effect of his decision shall not be impaired or waived by any negotiations or settlement offers in connection with the question decided, whether or not he participated therein himself, or by any prior decision of the Engineer or others, which prior decisions shall be deemed subject to review, or by any termination or cancellation of this Contract provided, however, that notwithstanding the decision reached by the Chief Engineer in a review of determinations by the Deputy Director of Construction or Engineer of Construction or Engineer that a particular item of Work is not Extra Work the Contractor shall be compensated therefor as provided in written orders of the Deputy Director of Construction or Engineer of Construction or Engineer expressly and unmistakably indicating his intention to treat Work described therein as Extra Work issued in accordance with the provisions of the clause hereof entitled "Extra Work Orders" for amounts not in excess of \$250,000.

All such questions shall be submitted in writing by the Contractor to the Chief Engineer for his decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. In any action against the Authority relating to any such question the Contractor must allege in his complaint and prove such submission, which shall be a condition precedent to any such action. No evidence or information shall be introduced or relied upon in such an action that has not been so presented to the Chief Engineer.

This numbered clause shall be governed by and construed in accordance with the law of the State of New York, without giving effect to its choice of law provisions.

38. AUTHORITY AND DUTIES OF ENGINEER

In the performance of the Contract, the Contractor shall conform to all orders, directions and requirements of the Engineer and shall perform the Contract to the satisfaction of the Engineer at such times and places, by such methods and in such manner and sequence as he may require, and the Contract shall at all stages be subject to his inspection. The Engineer shall determine the amount, quality, acceptability and fitness of all parts of the Work and shall interpret Contract Drawings, Specifications and any orders for Extra Work. The Contractor shall employ no equipment, materials, methods or men to which the Engineer objects, and shall remove no materials, equipment or other facilities from the construction site without permission. Upon request, the Engineer shall confirm in writing any oral order, direction, requirements or determination.

The Contractor is requested to orally advise the Engineer of questions as they arise. Although such advice will not substitute for the written notice and information for which requirements are set forth elsewhere herein, it is anticipated that it will facilitate prompt decisions on the part of the Engineer and others.

The enumeration herein or in the Specifications of particular instances in which the opinion, judgment, discretion or determination of the Engineer shall control or in which the Contract shall be performed to his satisfaction or subject to his inspection, shall not imply that only the matters of a nature similar to those enumerated shall be so governed and performed, but without exception the entire Contract shall be so governed and so performed.

39. NOTICE REQUIREMENTS

No claim against the Authority shall be made or asserted in any action or proceeding at law or in equity, and the Contractor shall not be entitled to allowance of such claim, unless the Contractor shall have complied with all requirements relating to the giving of written notice of the information with respect to such claim as provided in this numbered clause. The failure of the Contractor to give such written notice and information as to any claim shall be conclusively deemed to be a waiver by the Contractor of such claim, such written notice and information being conditions precedent to such claim. As used herein "claim" shall include any claim arising out of, under, or in connection with, or in any way related to or on account of, this Contract (including claims in the nature of breach of Contract or fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal and claims of a type which are barred by the provisions of this Contract) for damages, payment or compensation of any nature or for extension of any time for performance of any part of this Contract.

The requirements as to the giving of written notice and information with respect to claims shall be as follows:

- A. In the case of any claims for Extra Work, extension of time for completion, idle salaried men and equipment, or any other matter for which requirements are set forth elsewhere in this Contract as to notice and information, such requirements shall apply.
- B. In the case of all other types of claim, notice shall have been given to the Engineer, personally, as soon as practicable, and in any case, within 48 hours, after occurrence of the act, omission, or other circumstance upon which the claim is or will be based, stating as fully as practicable at the time all information relating thereto. Such information shall be supplemented with any further information as soon as practicable after it becomes or should become known to the Contractor, including daily records showing all costs which the Contractor may be incurring or all other circumstances which will affect any claim to be made, which records shall be submitted to the Engineer, personally.

The above requirements for notices and information are for the purpose of enabling the Authority to avoid waste of public funds by affording it promptly the opportunity to cancel or revise any order, change its plans, mitigate or remedy the effects of circumstances giving rise to a claim or take such other action as may seem desirable and to verify any claimed expense or circumstances as they occur, and the requirements herein for such notice and information are essential to this Contract and are in addition to any notice required by statute with respect to suits against the Authority.

The above referred to notices and information are required whether or not the Authority is aware of the existence of any circumstances which might constitute a basis for a claim and whether or not the Authority has indicated it will consider a claim.

No act, omission, or statement of any kind shall be regarded as a waiver of any of the provisions of this numbered clause or may be relied upon as such waiver except only either a written statement signed by the Executive Director of the Authority or a resolution of the Commissioners of the Authority expressly stating that a waiver is intended as to any particular provision of this numbered clause, and more particularly no discussion, negotiations, consideration, correspondence, or requests for information with respect to a claim by any Commissioner, officer, employee or agent of the Authority shall be construed as a waiver of any provision of this numbered clause or as authority or apparent authority to effect such a waiver.

Since merely oral notice or information may cause disputes as to the existence or substance thereof, and since notice, even if written, to other than the Authority representative above designated to receive it may not be sufficient to come to the attention of the representative of the Authority with the knowledge and responsibility of dealing with the situation only notice and information complying with the express provisions of this numbered clause shall be deemed to fulfill the Contractor's obligation under this Contract.

40. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, sex, color or national origin. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- B. The Contractor shall send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commission for Human Rights, advising such labor union or representative of the Contractor's agreement under clauses A through H (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the Authority as part of the bid or negotiation of this Contract, the Contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of race, creed, sex, color or national origin and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under this Contract, shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the State Commission for Human Rights of such failure or refusal.
- C. The Contractor shall post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses A and B and such provisions of the State's laws against discrimination as the State Commission for Human Rights shall determine.
- D. The Contractor shall state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, sex, color or national origin.
- E. The Contractor shall comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, shall furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and shall permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for the purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

- F. This Contract may be forthwith canceled, terminated or suspended, in whole or in part, by the Authority upon the basis of a finding made by the State Commission for Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the State, the Authority or other public authority or agency of the State, until he has satisfied the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor by the Commission and an opportunity has been afforded him to be heard publicly before the State Commissioner of Human Rights or his designee. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.
- G. The Contractor shall include the provisions of clauses A through F in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor shall take such action in enforcing such provisions of such subcontract or purchase order as the Authority may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Authority, the Contractor shall promptly so notify the General Counsel to the Authority, requesting him to intervene and protect the interests of the Authority.
- H. The provisions of this numbered clause which refer to the State Commission for Human Rights, the Attorney General and the Industrial Commissioner are inserted in this Contract for the benefit of such parties, as well as for the benefit of the Authority, and said Commission, Commissioner and the Attorney General shall have a direct right of action against the Contractor to effectuate the intent of this clause.

41. AFFIRMATIVE ACTION REQUIREMENTS - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with the provisions set forth hereinafter. These provisions are modeled on the conditions for bidding on federal government contracts adopted by the Office of Federal Contract Compliance in 1978.

Each bidder, contractor or subcontractor (hereinafter called the Contractor) must fully comply with the clause entitled 'Equal Employment Opportunity' and these bid conditions. The Contractor commits itself to the goals for minority and female utilization set forth below and all other requirements, terms and conditions of these bid conditions by submitting a properly signed bid.

The Contractor shall appoint a company executive to assume the responsibility for the implementation of the requirements, terms and conditions of these bid conditions.

- A. The goals for minority and female participation, expressed in percentage terms, for the Contractor's workforce at the construction site under this Contract are as follows:

Minority, except laborers	30%
Minority, laborers	40%
Female, except laborers	6.9%
Female, laborers	6.9%

These goals are applicable to all construction Work performed at the construction site under the Contract.

The Contractor's compliance with this Section shall be based on its implementation of the clause entitled 'Equal Employment Opportunity', and specific affirmative action obligations required herein of minority and female employment and training must be substantially uniform throughout the length of the Contract and in each trade. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract. Compliance with the goals will be measured against the total work hours performed.

B.

- 1.) The Contractor shall provide written notification to the General Manager, Business and Job Opportunity, Office of Regional and Economic Development of the Port Authority of New York and New Jersey, within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under this Contract. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
- 2.) The Contractor shall submit a Workforce Projection Schedule, which shall be correlated to the progress schedule, within thirty days after acceptance of the proposal, for the approval of the Engineer. The Contractor shall maintain and periodically update it at intervals as required by the Engineer. The Workforce Projection Schedule shall include the time period in which each trade shall be utilized, the average number of workers required per trade on a weekly basis, the peak period for each trade, and the number of workers required per trade for the peak period on a weekly basis.

C.

- 1.) As used in these specifications:
 - a. Omitted
 - b. "Manager" means General Manager, Business and Job Opportunity, Office of Regional and Economic Development of the Authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic persons of Puerto Rican, Mexican, Dominican, Cuban, Central or South American culture or origin, regardless of race;
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- 2.) Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the Work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 such provisions as are necessary for the Contractor to achieve the aggregate goals set forth above.
- 3.) Omitted.
- 4.) The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p hereof. The goals set forth above are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in the total workforce at the construction site under the Contract including employees of the Contractor and the subcontractors. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified. These goals may be achieved through utilization of journeyworkers and apprentices. In the event they are not achieved through the utilization of journeyworkers, the maximum number of apprentices provided for in the applicable collective bargaining agreement may be utilized to achieve said goals.
- 5.) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations hereunder.

- 6.) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

- 7.) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these provisions shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
- a. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - b. Develop maximum job opportunities for apprentices appropriate to the conditions of the Work and subject to the applicable collective bargaining agreement, in conjunction with training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7a above.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Manager when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations hereunder with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth.
- k. Tests and other selection requirements shall comply with 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations hereunder are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

- 8.) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p hereof provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.
- 9.) Goals for minorities and for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation hereof if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation hereof if a specific minority group of women is under-utilized).
- 10.) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 11.) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- 12.) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the clause entitled "Equal Employment Opportunity", including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered by the Authority. Any Contractor who fails to carry out such sanctions and penalties shall be in violation hereof.
- 13.) The Contractor, in fulfilling its obligations hereunder shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 hereof so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of these provisions, the Authority shall proceed accordingly.

- 14.) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports, including the Monthly Employment Utilization Report, relating to the provisions hereof as may be required and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- 15.) Nothing herein provided shall be construed as a limitation upon the application of any laws which establish standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

42. PREVAILING RATE OF WAGE

The Contractor shall pay or provide (and shall cause all subcontractors to pay or provide) to his or their workmen, laborers and mechanics (who are employed by him or them to work on an hourly or daily basis at any trade or occupation at or about the construction site) at least the prevailing rate of wage and supplements for others engaged in the same trade or occupation at the time and in the locality in which the Work is being performed as determined by the Engineer and notwithstanding that such rate may be higher than the rate in effect on the date of opening of Proposals.

For purposes of this Contract, the Engineer has determined that the prevailing rates of wage and supplements are those established by the Commissioner of Labor of the State of New York for the locality and for the period of time in which the Work is performed. The currently prevailing rates of wage and supplements are set forth in the Prevailing Rate Schedule annexed hereto and made a part hereof. These rates are subject to annual adjustment effective July 1st of each year and a Prevailing Rate Schedule reflecting all adjustments will be available for the Contractor's inspection on or about July 15th of each year on the 3rd Floor, 3 Gateway Center, Newark, New Jersey 07102 during regular business hours.

The provisions of this numbered clause are inserted in this Contract for the benefit of such workmen, laborers and mechanics as well as for the benefit of the Authority; and if the Contractor or any subcontractor shall pay or provide any such workman, laborer or mechanic less than the rates of wages and supplements above described, such workman, laborer or mechanic shall have a direct right of action against the Contractor or such subcontractor for the difference between the wages and supplements actually paid or provided and those to which he is entitled under this clause. If such workman, laborer or mechanic is employed by any subcontractor whose subcontract does not contain a provision substantially similar to the provisions of this clause (requiring the payment or provision of at least the above minimum, and providing for a cause of action in the event of the subcontractor's failure to pay or provide such wages and supplements) such workman, laborer or mechanic shall have a direct right of action against the Contractor. The Authority shall not be a necessary party to any action brought by any workman, laborer or mechanic to obtain a money judgment against the Contractor or any subcontractor pursuant to this numbered clause.

Nothing herein contained shall be construed to prevent the Contractor or any subcontractor from paying higher rates of wages or providing higher supplements than the minimum hereinbefore prescribed; and nothing herein contained shall be construed to constitute a representation or guarantee that the Contractor or any subcontractor can obtain workmen, laborers and mechanics for the minimum herein before prescribed. All wages actually paid that are in excess of the prevailing wages in the performance of Extra Work and Net Cost Work, if applicable, shall be subject, on each occasion, to the initial and continuing approval of the Engineer in advance of the performance of such Extra Work and Net Cost Work, if applicable.

The Contractor shall post at the Work site, in a place that is prominent, accessible and visible to all employees of the Contractor and its subcontractors during the daily time period that the Contractor and/or subcontractor performs Work at the site, the appropriate prevailing wage and supplement schedules. The Contractor must inform all employees, including those of its subcontractors, that they may obtain a copy of the prevailing wage and supplement schedule from the Contractor.

The Contractor and every subcontractor shall make and maintain weekly payroll records during the course of the Work and for the period set forth in the clause hereof entitled "Authority Access to Records" for all employees employed in the Work. Such records shall contain the name, address and last four digits of the social security number of each such employee (Contractors and subcontractors must maintain the full social security number of each employee and shall provide them upon request to the Port Authority Inspector General), the employee's correct payroll classification, rate of pay and supplements, daily and weekly number of hours worked, deductions made and actual wages and supplements paid. The Contractor shall submit these weekly payroll records to the Authority (on forms furnished by the Authority) of all his payroll records and those of each of his subcontractors as the Authority may require with the Contractor's monthly Payment Application, together with an affidavit by the Contractor and by each subcontractor to the effect that such payroll records are correct and complete, the wage and supplement rates contained therein are not less than those required by the provisions of this Contract, and the classifications set forth for each employee conform with the work performed. Such copies and summaries and the original payroll records shall be available for inspection by the Authority (including its Inspector General), and the Contractor and its subcontractors shall permit such representatives to interview employees during working hours on the job site.

The Engineer may at any time request the Contractor to prepare a daily report on the Authority form entitled *Contractor Daily Sign-In Sheet*, copies of which can be obtained from the Engineer. The *Contractor Daily Sign-In Sheet* shall be completed as follows:

- 1.) At the beginning of each workday the Contractor shall:
 - a. fill in the top of the *Contractor Daily Sign-In Sheet*, including the location, date, contractor/subcontractor name and contract number;
 - b. ensure that each employee, including those of subcontractors, has printed and signed his or her name and indicated his or her work classifications, the last four digits of his or her social security number, and his or her starting time;
- 2.) At the end of each workday, the Contractor shall:

- a. ensure that each employee, including those of subcontractors, has signed out and indicated his or her ending time;
- b. sign the Certification Statement at the bottom of the form to indicate that the information contained in the *Contractor Daily Sign-In Sheet* is true and accurate; and
- c. submit the original completed form to the Engineer's representative.

In an area of his office at the Site of the Work which is accessible to his employees, the Contractor shall display such printed material as may be provided by the Engineer setting forth information for the employees of the Contractor and his subcontractors concerning the wage and supplemental benefit requirements set forth in this numbered clause. The Contractor shall also cause each of his subcontractors to display such material in a similarly accessible place in any office which the subcontractor maintains at the Site of the Work.

The Contractor's failure to comply with any provision of this numbered clause shall be deemed a substantial breach of this Contract.

43. EXTRA WORK ORDERS

No Extra Work of a cost in excess of \$250,000 shall be performed except pursuant to written orders of the Chief Engineer expressly and unmistakably indicating his intention to treat the Work described therein as Extra Work; and, no Extra Work of a cost of \$250,000 or less shall be performed except pursuant to written orders of the Chief Engineer, Deputy Director of Construction, Engineer of Construction or Engineer expressly and unmistakably indicating his intention to treat the Work described therein as Extra Work.

In the absence of such an order signed by the Chief Engineer in the case of Extra Work of a cost in excess of \$250,000 and by the Chief Engineer or Deputy Director of Construction or Engineer of Construction or Engineer in the case of Extra Work of a cost of \$250,000 or less, if the Engineer shall direct, order or require any Work, whether orally or in writing, which the Contractor deems to be Extra Work, the Contractor shall nevertheless comply therewith, but shall within twenty-four (24) hours give written notice thereof to the Chief Engineer and the Engineer, stating why he deems it to be Extra Work, and shall moreover furnish to the Engineer time slips and memoranda as required by the clause hereof entitled "Compensation for Extra Work". Said notice, time slips and memoranda are for the purpose of affording to the Chief Engineer an opportunity to verify the Contractor's claim at the time and (if he desires so to do) to cancel promptly such order, direction or requirement of the Engineer, of affording to the Engineer an opportunity of keeping an accurate record of the materials, labor and other items involved, and generally of affording to the Authority an opportunity to take such action as it may deem desirable in light of the Contractor's claims. Accordingly, the failure of the Contractor to serve such notice or to furnish such time slips and memoranda shall be deemed to be a conclusive and binding determination on his part that the direction, order or requirement of the Engineer does not involve the performance of Extra Work, and shall be deemed to be a waiver by the Contractor of all claims for additional compensation or damages by reason thereof, such written notice, time slips and memoranda being a condition precedent to such claims.

44. PERFORMANCE OF EXTRA WORK

The provisions of this Form of Contract relating generally to Work and its performance shall apply without exception to any Extra Work required and to the performance thereof. Moreover, the provisions of the Specifications relating generally to the Work and its performance shall also apply to any Extra Work required and to the performance thereof, except to the extent that a written order in connection with any particular item of Extra Work may expressly provide otherwise.

45. TITLE TO MATERIALS

All materials to become part of the permanent construction shall be and become the property of the Authority upon delivery at the construction site or upon being especially adapted for use in or as a part of the permanent construction, whichever may first occur, subject however to the Contractor's assumption of risk under the clause hereof entitled "Risks Assumed by the Contractor", subparagraph A.

The Contractor shall promptly furnish to the Authority such bills of sale and other instruments as may be required by it, properly executed, acknowledged and delivered, assuring to it title to such materials, free of encumbrances and shall mark or otherwise identify all such materials as the property of the Authority.

46. ASSIGNMENTS AND SUBCONTRACTS

Any assignment or other transfer by the Contractor of this Contract or any part hereof or of any of his rights hereunder or of any monies due or to become due hereunder and any delegation of any of his duties hereunder without the express consent in writing of the Authority shall be void and of no effect as to the Authority, provided, however, that the Contractor may subcontract portions of the Work to such persons as the Engineer may, from time to time, expressly approve in writing. For each individual, partnership or corporation proposed by the Contractor as a subcontractor, the Contractor shall submit to the Authority a certification or, if a certification cannot be made, a statement by such person, partnership or corporation to the same effect as the certification or statement required from the Contractor pursuant to the clauses of the "Information For Bidders" entitled "Certification of No Investigation (Criminal or Civil Anti-Trust), Indictment, Conviction, Suspension, Debarment, Disqualification, Prequalification Denial or Termination, Etc; Disclosure of Other Required Information", "Non-Collusive Bidding and Code of Ethics Certification; Certification of No Solicitation Based on Commission, Percentage, Brokerage, Contingent Fee or Other Fee" and "Certification of Participation in a State-Registered Apprenticeship Program". The Certification of Participation in a State-Registered Apprenticeship Program shall only be applicable to each subcontractor whose total amount of subcontract under this Contract is greater than \$1 Million Dollars. All further subcontracting by any subcontractor shall also be subject to such approval of the Engineer. Approval of a subcontractor may be conditioned on (among other things) the furnishing, without expense to the Authority, of a surety bond guaranteeing payment by the subcontractor of claims of materialmen, subcontractors, workmen and other third persons arising out of the subcontractor's performance of any part of the Work. Approval of a subcontractor may be rescinded for, among other things, failure of the Contractor to furnish the subcontractor's certificate of insurance, if any is required by the Form of Contract clause entitled "Insurance Procured by Contractor", within the time set forth in said clause.

No consent to any assignment or other transfer, and no approval of any subcontractor, shall under any circumstances operate to relieve the Contractor of any of his obligations; no subcontract, no approval of any subcontractor and no act or omission of the Authority or the Engineer shall create any rights in favor of such subcontractor and against the Authority; and as between the Authority and the Contractor, all assignees, subcontractors, and other transferees shall for all purposes be deemed to be agents of the Contractor. Moreover, all subcontracts and all approvals of subcontractors shall be and, regardless of their form, shall be deemed to be conditioned upon performance by the subcontractor in accordance with this Contract; and if any subcontractor shall fail to perform the Contract to the satisfaction of the Engineer, the Engineer shall have the absolute right to rescind his approval forthwith and to require the performance of the Contract by the Contractor personally or through other approved subcontractors.

47. CLAIMS OF THIRD PERSONS

The Contractor undertakes to pay all claims lawfully made against him by subcontractors, materialmen and workmen, and all claims lawfully made against him by other third persons arising out of or in connection with or because of the performance of this Contract and to cause all subcontractors to pay all such claims lawfully made against them.

48. CERTIFICATES OF PARTIAL COMPLETION

If at any time prior to the rendition of the Certificate of Final Completion, any portion of the permanent construction has been satisfactorily completed, and if in the judgment of the Engineer such portion of the permanent construction is not necessary for the operations of the Contractor but will be immediately useful to and is needed by the Authority for other purposes, the Engineer may render to the Authority and to the Contractor a certificate in writing to that effect (herein called a Certificate of Partial Completion), and thereupon or at any time thereafter the Authority may take over and use the portion of the permanent construction described in such Certificate and exclude the Contractor therefrom.

The rendition of a Certificate of Partial Completion shall not be construed to constitute an extension of the Contractor's time to complete the portion of the permanent construction to which it relates in the event that he has failed to complete the same in accordance with the terms of this Contract. Moreover, the acceptance of a Certificate of Partial Completion by the Authority shall not operate to release the Contractor or his sureties from any obligations under or upon this Contract or the Performance and Payment Bond.

As a condition precedent to rendition of the Certificate of Final Completion, the Contractor shall submit the "Summary of Lead Removal and Disposal Costs" in accordance with the clause of Division 1 - GENERAL PROVISIONS entitled "Lead Cost Summary Submittal".

49. CERTIFICATE OF SUBSTANTIAL COMPLETION

Prior to the rendition of the Certificate of Final Completion, the Engineer may deem the entire Work to be substantially completed when, in the judgment of the Engineer, the permanent construction has been satisfactorily completed to the point where the Work is fit for its intended purpose and use. The Engineer may, if such a determination of substantial completion is made and at such time, render to the Authority and to the Contractor a certificate in writing to that effect (herein called the Certificate of Substantial Completion), and thereupon or at any time thereafter the Authority may take over and use the permanent construction described in such Certificate and exclude the Contractor therefrom. Whether to make a determination of a substantial completion as to any portion of the Work, and whether to render such a Certificate, shall be the discretionary determination of the Engineer based upon an examination and appraisal of the completed Work, and no right to such a determination or certification is established in the Contractor by this provision.

The rendition of such Certificate of Substantial Completion shall not relieve the Contractor of his obligation hereunder to complete the Work of this Contract nor shall it be construed to constitute an extension of the Contractor's time to complete the portion of the permanent construction to which it relates in the event that he has failed to complete the same in accordance with the terms of this Contract. Moreover, the acceptance of a Certificate of Substantial Completion by the Authority shall not operate to release the Contractor or his sureties from any obligations under or upon this Contract or the Performance and Payment Bond.

When the Contractor is of the opinion that the Work is substantially complete as described above, the Contractor may submit to the Engineer a written request that the Engineer inspect the Work so as to determine, in the Engineer's sole opinion, whether substantial completion has been achieved. The Contractor's written request shall list the specific items of Work that are incomplete. Upon such a request, the Engineer will respond within 30 days with a Certificate of Substantial Completion or provide a written explanation of the reasons why the Work is not substantially complete including a list of open items necessary to achieve substantial completion. Nothing contained herein shall be deemed to preclude the Engineer from making a determination of substantial completion in the absence of a request therefor by the Contractor.

50. CERTIFICATE OF FINAL COMPLETION

After the satisfactory completion of all Work whatsoever required and the making of such tests and inspections as may be necessary or desirable, the Engineer shall render to the Authority and to the Contractor a certificate in writing (herein called the Certificate of Final Completion) certifying that in his opinion all Work under this Contract including Extra Work, has been completed in accordance with the Contract Drawings and Specifications and the requirements of the Engineer, and certifying the date as of which it was so completed.

The rendition of the Certificate of Final Completion shall not be construed to constitute an extension of the Contractor's time for performance in the event that he has failed to complete the Work in accordance with the terms of this Contract. Moreover, the acceptance of the Certificate of Final Completion by the Authority shall not operate to release the Contractor or his sureties from any obligations under or upon this Contract or the Performance and Payment Bond.

51. NO GIFTS, GRATUITIES, OFFERS OF EMPLOYMENT, ETC.

During the term of this Contract, the Contractor shall not offer, give or agree to give anything of value either to an Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing the Authority, or to a member of the immediate family (i.e, a spouse, child, parent, brother or sister) of any of the foregoing, in connection with the performance by such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Authority of duties involving transactions with the Contractor on behalf of the Authority, whether or not such duties are related to this Contract or any other Authority contract or matter. Any such conduct shall be deemed a material breach of this Contract.

As used herein "anything of value" shall include but not be limited to any (a) favors, such as meals, entertainment, transportation (other than that contemplated by the Contract or any other Authority contract), etc., which might tend to obligate the Authority employee to the Contractor, and (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment or business opportunity. Such term shall not include compensation contemplated by this Contract or any other Authority contract.

Where used in this clause, the term "Authority" shall be deemed to include all subsidiaries of the Authority. Currently, those subsidiaries are the Port Authority Trans-Hudson Corporation (PATH), the Newark Legal and Communications Center and the New York and New Jersey Railroad Corporation.

In addition, during the term of this Contract, the Contractor shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated as of April 11, 1996 (a copy of which is available upon request to the Office of the Secretary of the Authority).

The Contractor shall include the provisions of this clause in each subcontract entered into under this Contract.

CHAPTER V

WARRANTIES MADE AND LIABILITY

ASSUMED BY THE CONTRACTOR

52. CONTRACTOR'S WARRANTIES

The Contractor represents and warrants:

- A. That he is financially solvent, that he is experienced in and competent to perform the type of services contemplated by this Contract, that the facts stated or shown in any papers submitted or referred to in connection with his Proposal are true, and, if the Contractor be a corporation, that it is authorized to perform this Contract;
- B. That he has carefully examined and analyzed the provisions and requirements of this Contract and inspected the construction site, that from his own investigations he has satisfied himself as to the nature of all things needed for the performance of this Contract, the general and local conditions and all other matters which in any way affect this Contract or its performance, and that the time available to him for such examination, analysis, inspection and investigations was adequate;
- C. That the Contract is feasible of performance in accordance with all its provisions and requirements and that he can and will perform it in strict accordance with such provisions and requirements;
- D. That no Commissioner, officer, agent or employee of the Authority is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder; and
- E. That, except only for those representations, statements or promises expressly contained in this Contract, no representation, statement or promise, oral or in writing, of any kind whatsoever by the Authority, its Commissioners, officers, agents, employees or consultants has induced the Contractor to enter into this Contract or has been relied upon by the Contractor, including any with reference to: (1) the meaning, correctness, suitability, or completeness of any provisions or requirements of this Contract; (2) the nature, existence or location of materials, structures, obstructions, utilities or conditions, surface or subsurface, which may be encountered at the construction site; (3) the nature, quantity, quality or size of the materials, equipment, labor and other facilities needed for the performance of this Contract; (4) the general or local conditions which may in any way affect this Contract or its performance; (5) the price of the Contract; or (6) any other matters, whether similar to or different from those referred to in (1) through (5) immediately above, affecting or having any connection with this Contract, the bidding thereon, any discussions thereof, the performance thereof or those employed therein or connected or concerned therewith.

Moreover, the Contractor accepts the conditions at the construction site as they may eventually be found to exist and warrants and represents that he can and will perform the Contract under such conditions and that all materials, equipment, labor and other facilities required because of any unforeseen conditions (physical or otherwise) shall be wholly at his own cost and expense, unless specifically provided for elsewhere in this Contract.

Nothing in the Contract Drawings or Specifications or any other part of the Contract is intended as or shall constitute a representation by the Authority as to the feasibility of performance of this Contract or any part thereof. Moreover, the Authority does not warrant or represent either by issuance of the Contract Drawings and Specifications or by any provision of this Contract as to time for performance or completion or otherwise that the Contract may be performed or completed by the times required herein or by any other times.

The Contractor further represents and warrants that he was given ample opportunity and time and by means of this paragraph was requested by the Authority to review thoroughly all documents forming this Contract prior to opening of Proposals on this Contract in order that he might request inclusion in this Contract of any statement, representation, promise or provision which he desired or on which he wished to place reliance; that he did so review said documents, that either every such statement, representation, promise or provision has been included in this Contract or else, if omitted, that he expressly relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Contract without claiming reliance thereon or making any other claim on account of such omission.

The Contractor further recognizes that the provisions of this numbered clause (though not only such provisions) are essential to the Authority's consent to enter into this Contract and that without such provisions, the Authority would not have entered into this Contract.

53. RISKS ASSUMED BY THE CONTRACTOR

The Contractor assumes the following distinct and several risks, whether they arise from acts or omissions (whether negligent or not) of the Contractor, of the Authority, or of third persons, or from any other cause, and whether such risks are within or beyond the control of the Contractor, excepting only risks which arise solely from affirmative acts done by the Authority subsequent to the opening of Proposals on this Contract with actual and wilful intent to cause the loss, damage and injuries described in subparagraphs A through C below:

- A. The risk of loss or damage to the permanent construction prior to the rendition of the Certificate of Final Completion (other than loss or damage to the portions of the permanent construction with respect to which Certificates of Partial Completion have been issued), and the Contractor shall forthwith repair, replace and make good any such loss or damage to the permanent construction without cost to the Authority;

- B. The risk of claims, fines or penalties, just or unjust, made by third persons or assessed by courts or governmental agencies or entities against the Contractor or the Authority on account of injuries (including wrongful death), loss, damage or liability of any kind whatsoever arising or alleged to arise out of or in connection with the performance of the Work (whether or not actually caused by or resulting from the performance of the Work) or out of or in connection with the Contractor's operations or presence at or in the vicinity of the construction site or Authority premises, including claims against the Contractor or the Authority for the payment of workers' compensation, whether such claims, fines or penalties are made or assessed and whether such injuries, damage, loss and liability are sustained at any time both before and after the rendition of the Certificate of Final Completion;

- C. The risk of loss or damage to any property of the Contractor, and of claims made against the Contractor or the Authority for loss or damage to any property of subcontractors, materialmen, workmen and others performing the Work, occurring at any time prior to completion of removal of such property from the construction site or Authority premises or the vicinity thereof.

The Contractor shall indemnify the Authority against all claims described in subparagraphs B and C above and for all expense incurred by it in the defense, settlement or satisfaction thereof, including expenses of attorneys, except where indemnity would be precluded by New York State General Obligations Law, Section 5-322.1 or by other applicable law. If so directed, the Contractor shall defend against any claim described in subparagraphs B and C above, in which event he shall not without obtaining express advance permission from the General Counsel of the Authority raise any defense involving in any way jurisdiction of the tribunal, immunity of the Authority, governmental nature of the Authority or the provisions of any statutes respecting suits against the Authority. Unless a claim is one which the Contractor is not required to indemnify the Authority against as described in the first sentence of this paragraph, such defense shall be at the Contractor's cost.

The provisions of this numbered clause shall also be for the benefit of the Commissioners, officers, agents and employees of the Authority, so that they shall have all the rights which they would have under this numbered clause if they were named at each place above at which the Authority is named, including a direct right of action against the Contractor to enforce the foregoing indemnity, except, however, that the Authority by action of its Board of Commissioners may at any time in its sole discretion and without liability on its part cancel the benefit conferred on any of them by this numbered clause, whether or not the occasion for invoking such benefit has already arisen at the time of such cancellation.

Neither the issuance of a Certificate of Completion nor the making of Final Payment shall release the Contractor from his obligations under this numbered clause. Moreover, neither the enumeration in this numbered clause nor the enumeration elsewhere in this Contract of particular risks assumed by the Contractor or of particular claims for which he is responsible shall be deemed (a) to limit the effect of the provisions of this numbered clause or of any other clause of this Contract relating to such risks or claims, (b) to imply that he assumes or is responsible for risks or claims only of the type enumerated in this numbered clause or in any other clause of this Contract, or (c) to limit the risks which he would assume or the claims for which he would be responsible in the absence of such enumerations.

54. NO THIRD PARTY RIGHTS

Nothing contained in this Contract is intended for the benefit of third persons, except to the extent that the Contract specifically provides otherwise by use of the words "benefit" or "direct right of action".

55. INSURANCE PROCURED BY THE AUTHORITY

In order to reduce the cost of this Contract, the Authority will procure and will maintain in force and pay the premiums on:

- A. A policy of public liability (Comprehensive - Commercial General Liability, including Contractual) insurance on which the Contractor and the subcontractors will be insureds issued by an insurance company satisfactory to the Authority, with current coverage limits of \$50 million per occurrence for bodily injury and property damage liability.

B. A policy of workers' compensation and employer's liability insurance fulfilling the Contractor's and the subcontractor's obligations under the applicable State Workers' Compensation Law for those employees of the Contractor and the subcontractors employed pursuant to this Contract in operations conducted at the site of the Work hereunder. Coverage under this policy may, as appropriate, include one or more of the following endorsements:

- 1.) Longshore and Harbor Workers' Compensation Act Coverage Endorsement. (Applies when performing work on or around navigable waters).
- 2.) Maritime Coverage Endorsement (Applies to masters or members of the crews of vessels, if vessels are used).
- 3.) Federal Employer's Liability Act Coverage Endorsement. (May apply to railroad related Work).

Determination in any instance as to the appropriateness of the included coverage described in B.1, 2 and 3 above will be made based upon information to be provided by the Contractor relating to the mode of performance of work to be done under the Contract.

The policy described in B above will not provide coverage for any workers' compensation for the Contractor and/or subcontractors who perform any asbestos work. In such cases, the Contractor or subcontractors shall procure and maintain, at their own expense, the workers' compensation insurance in accordance with the requirements of law in the state(s) where the work will take place, including employer's liability insurance (in limits of not less than \$1 million per occurrence)

Should the Contractor and/or subcontractors be required to procure the workers' compensation insurance, within ten days after the acceptance of its Proposal the Contractor shall deliver to the General Manager, Risk Management, The Port Authority of NY & NJ, Treasury Department, 225 Park Avenue South, 12th Floor, New York, N.Y. 10003 (Attn: Contract Insurance Review), an original certificate, stating the Contract number, from the insurer. A duplicate certificate evidencing the above insurance shall also be delivered to the Engineer. With regard to insurance required to be procured by a subcontractor, the Contractor shall deliver the certificate described above at least ten days before the subcontractor commences Work.

The requirements for insurance procured by the Contractor or subcontractors shall not in any way be construed as a limitation on the nature or extent of the obligations of the Contractor or subcontractors.

- C. A policy of builder's risk insurance, covering the improvements or other Work to be effectuated by the Contractor and the subcontractors, with coverage limits of \$50 million per occurrence for all locations combined (subject to a \$50 million annual aggregate for flood and earthquake damage and a limit of \$10 million per occurrence for damage to off-site storage and property in-transit). The deductible is \$10,000 per occurrence for all losses except those caused by flood and earthquake, where a \$50,000 deductible per occurrence with respect to flood, and a \$25,000 deductible per occurrence with respect to earthquake are in effect. The policy form contains various exclusions, including but not limited to the following property exclusions: automobiles; aircraft; and Contractors' and subcontractors' machinery, tools, and equipment and property of a similar nature, including forms, shoring, scaffolding, temporary structures, rental property/equipment and similar property, not intended to become a permanent part of a building or structure. The Contractor and the subcontractors must refer to the policy form to determine all properties and perils included and excluded and to determine their rights and responsibilities as insureds under the policy form. The Contractor and the subcontractors are responsible for payment for all losses within the deductibles and losses not covered by the builder's risk policies.

The current policies described in A through C of this numbered clause are available for examination by appointment in the office of the General Manager, Risk Management, The Port Authority of NY & NJ, Treasury Department, 225 Park Avenue South, 12th Floor, New York, N.Y. 10003. The policies under A above are subject to certain liability coverage exclusions, which include, but are not limited to, exclusions from liability from claims arising from pollution and exposure to asbestos.

The Contractor and subcontractors shall comply with all obligations of the insured under or in connection with all of the policies described in A through C above.

The Authority shall have the right at any time and from time to time at its option to procure insurance substituting in whole or in part for any or all of the policies described in A through C above or to require that the Contractor and the subcontractors themselves obtain insurance substituting in whole or part for that above referred to, provided always, however, that the Contractor and the subcontractors shall be afforded coverage as stipulated by the Authority and the Authority shall either pay the premiums on such substitute insurance or reimburse the Contractor and the subcontractors therefor.

Neither the procurement of the above insurance or any substitute insurance nor the extent of the coverage or the limits of liability thereunder shall be construed to be a limitation on the nature or extent of the Contractor's obligations, or to relieve the Contractor of any such obligations, and the procurement of the above insurance is only for the purpose of reducing the cost of the Contract without constituting any representation by the Authority as to the adequacy of the insurance to protect the Contractor against the obligations imposed on the Contractor by law (except the applicable State Workers' Compensation Law) or by this or any other Contract.

Notwithstanding any provision of this clause, however, no subcontractor shall be or have the right to be covered under the policies of insurance above referred to until the subcontractor has been expressly approved in writing by the Engineer, as required under this Contract, and such approval may be withheld, among other reasons, until execution by the subcontractor of agreements affirming its obligations provided in this clause with respect to the above insurance.

The provisions of this numbered clause are not intended to create any rights for the Contractor other than rights which may be available to the Contractor under said policies themselves, whatever such rights may be. Moreover, the Authority makes no representation or guaranty, either by the provisions of this numbered clause or otherwise, as to the effect of or the coverage under said policies, and no employee or agent of the Authority is authorized to make any such representation or guaranty, either by the provisions of this numbered clause or otherwise, as to the effect of or the coverage under said policies, and no employee or agent of the Authority is authorized to make any such representation or guaranty or to offer any interpretation of or information on said policies. The Contractor warrants and represents that it has examined and is familiar with the above stated coverages and that in submitting its Proposal it has relied solely on its own interpretation thereof and not on any representations or statements, oral or written, of the Authority, its Commissioners, officers, agents, employees, consultants or contractors.

All negotiations and adjustments with any insurer concerning payment for any loss, the risk of which is borne by the Contractor under this Contract, shall be the responsibility of and shall be conducted by the Contractor unless the applicable policy provides otherwise. The Contractor shall, however, inform the Engineer of the progress of all such negotiations and notify the Engineer sufficiently in advance of all meetings thereon so that the Engineer or designated representatives may attend said negotiations if they so desire.

The Authority shall be entitled to all returned premiums, dividends and credits which may become payable at any time for any reason whatsoever in connection with the aforementioned insurance. The Contractor hereby assigns to the Authority all such returned premiums, dividends and credits and the subcontractors shall be deemed to have assigned to the Authority all such returned premiums, dividends and credits by becoming subcontractors under this Contract. The Contractor shall execute and cause the subcontractors to execute any instrument necessary or convenient to evidence the Authority's right to such returned premiums, dividends and credits.

Notwithstanding any payment by the Authority of any insurance premiums, the Authority shall not be deemed the employer of any employees hired by the Contractor or any subcontractor covered by such insurance nor shall it be liable for any of the obligations of such employer.

The Contractor and the subcontractors shall cooperate to the fullest extent with the Authority in all matters relating to the aforementioned insurance and shall comply with all requirements of all insurance policies procured by the Authority. They shall also at their own expense furnish the Engineer or a duly authorized representative with copies of all payrolls, correspondence, papers, records and other things necessary or convenient for dealing with or defending against any claims and for procuring or administering the aforementioned insurance including furnishing the name of any of their employees, officers, or agents whose presence or testimony is necessary or convenient in any negotiations or proceedings involving such insurance.

56. INSURANCE PROCURED BY CONTRACTOR

The Contractor, in its own name as insured, shall maintain and pay the premiums on the policy or policies of insurance for coverage(s) as hereinafter described, which shall cover its operations hereunder, shall be effective throughout the effective period of this contract, and shall afford coverage(s) in not less than the amounts set forth below:

- A. Commercial Automobile Liability Insurance: covering "any" vehicles on the broadest commercial available form:
 - 1.) Combined single limit for bodily injury and property damage liability with a minimum limit of \$5 million each accident.

- 2.) Hazardous/contaminated waste transportation insurance shall be provided by any Contractor or subcontractor hauling hazardous/contaminated waste with a limit of \$5 million each occurrence.

B. Environmental Liability Insurance:

The Contractor shall procure and maintain in force an Environmental Liability Insurance Policy covering the Contractor's pollution legal liability, including cleanup, with limits not less than \$5 million per occurrence for bodily injury and property damage tailored to the specific exposures as they relate to the Work of this Contract. The policy will be in effect commencing on or about the date of the Authority's acceptance of the Contractor's Proposal.

Such policy and any certificate of insurance submitted hereunder in relation to such policy shall (I) be expressly endorsed for each Authority facility under this Contract and each transfer location, travel route and material disposition location selected by the Contractor, (II) state that claims disputes and coverage shall be litigated in United States courts having jurisdiction, and not be limited to arbitration, and (III) acknowledge the Contractor's disclosure to the insurance carrier that the material may be considered a hazardous substance/waste under applicable law including, but not limited to, RCRA and/or CERCLA and/or the Toxic Substance Control Act (TSCA). It should be noted that the substances may be considered "hazardous" under CERCLA, but not necessarily "hazardous" under RCRA and that such materials if RCRA "hazardous" would require a manifest and disposal certificate under RCRA at a Subtitle C hazardous waste disposal facility. A copy of this Contract, including all schedules and documents attached hereto, shall be provided to the insurance carrier.

C. Lead Abatement Liability Insurance

The Contractor shall procure Lead Abatement Liability Insurance, on an occurrence basis, with a limit of liability of \$5 million /occurrence and \$5 million /aggregate. The Policy shall include the Authority and all subcontractors as additional insureds. The policy shall include coverage for environmental cleanup on land and on water. The policy shall be endorsed to include coverages for premises-operation, products-completed operations (for 2 years after the completion of the Contract), broad form property damage, independent contractors, personal injury, blanket contractual liability in accordance with ISO policy form GG 00 01 1185. The policy shall not contain a sunset provision, commutation clause, or any other provision which would prohibit the reporting of a claim and the subsequent defense and indemnify that would normally be provided by the policy. Self-funded, policy fronting, or other non-risk transfer insurance mechanisms are not acceptable to the Authority, unless full disclosure is made to the Authority prior to any consideration being given. The liability of the Contractor shall not be limited in any manner to the provision of coverages of applicable limits of liability contained within any section of the Contract. The Authority shall be provided a waiver of subrogation.

The policy shall provide transportation coverage for the hauling of lead based paint from the construction site to the final disposition location. Deductibles shall not reduce the limit of liability. The policy shall have coverage for cross-liability/severability of interest. The policy form must "pay on behalf of" rather than "indemnify the insured". If the policy or any endorsement contains a provision which limits or eliminates bodily injury or property damage coverage based on airborne lead levels, the policy shall be modified so that it is consistent with environmental/monitoring requirements for lead as contained in the Contract Specifications and inclusive of 40 CFR50, Appendix G, and the appropriate analytical testing protocol contained in the Contract Specifications. The Contractor's insurance shall be primary insurance as respects the Authority, its representatives, officials and employees. Any insurance or self-insurance maintained by the Authority shall be excess of this insurance and shall not contribute with it. The policy shall provide pollution coverage as respects lead-based paint for all phases of the abatement process. The policy shall not contain any provision or definition that would serve to eliminate third party over-claims, including exclusions of the premises owner. The policy must be modified to include, "The insolvency or bankruptcy of the insured or of the insured's estate will not relieve the insurance company of its obligations under this policy".

The Authority shall be named as an additional insured in the liability policy or policies and evidenced by the certificate(s) of insurance set forth above. The liability policy(ies) and the certificate(s) of insurance shall show coverage for cross-liability/severability of interests as provided under the standard ISO "separation of insureds" condition.

The Contractor shall deliver certified copies of the policy(ies) described above or certificate(s) of insurance evidencing the existence thereof to the Engineer at the location where the work will be performed, within ten (10) days after the acceptance of its Proposal. Such policy(ies) or certificate(s) shall state the contract number and shall contain a valid provision or endorsement that the policy(ies) may not be canceled, terminated, changed or modified without giving thirty (30) days written advance notice thereof to the Authority. Such policy(ies) and certificate(s) of insurance shall contain an additional endorsement providing that "the insurance carrier shall not, without obtaining express advance permission from the General Counsel of the Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Authority, raise any defense involving in any way the jurisdiction of the Authority, its Commissioners, officers, agents or employees, the governmental nature of the Authority or the provisions of any statute respecting suits against the Authority". Certified copies of all renewal policies or certificates evidencing their existence shall be delivered to the Engineer at the location where the work will be performed at least ten (10) days prior to the expiration date of each expiring policy. If at any time any of the certificates or policies shall be or become unsatisfactory to the Authority as to form or substance, or if the carrier issuing any such certificate or policy shall be or become unsatisfactory to the Authority, the Contractor shall promptly obtain a new and satisfactory certificate and policy. Upon request of the General Manager, Risk Management, the Contractor shall furnish the Authority with a certified copy of each policy stated above.

The requirements for insurance procured by the Contractor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Contractor under this contract. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Contractor against the obligations imposed on them by law or by this or any other Contract.

CHAPTER VI

RIGHTS AND REMEDIES

57. RIGHTS AND REMEDIES OF AUTHORITY

The Authority shall have the following rights in the event the Chief Engineer shall deem the Contractor guilty of a breach of any term whatsoever of this Contract:

- A. The right to take over and complete the Work or any part thereof as agent for and at the expense of the Contractor, either directly or through other contractors.
- B. The right to cancel this Contract as to any or all of the Work yet to be performed.
- C. The right to specific performance, an injunction or any other appropriate equitable remedy.
- D. The right to money damages.

For the purpose of this Contract, breach shall include but not be limited to the Contractor's failure to procure insurance satisfactory to the Authority within the time limit specified in the Clause hereof entitled "Insurance Procured by Contractor" and the following, whether or not the time has yet arrived for performance of an obligation under this Contract: a statement by the Contractor to any representative of the Authority indicating that he cannot or will not perform any one or more of his obligations under this Contract; any act or omission of the Contractor or any other occurrence which makes it improbable at the time that he will be able to perform any one or more of his obligations under this Contract; any suspension of or failure to proceed with any part of the Work by the Contractor which makes it improbable at the time that he will be able to perform any one or more of his obligations under this Contract; any false certification at any time by the Contractor as to any material item certified pursuant to the clauses of the Information For Bidders entitled "Certification of No Investigation (Criminal or Civil Anti-Trust), Indictment, Conviction, Suspension, Debarment, Disqualification, Prequalification Denial or Termination, Etc; Disclosure of Other Required Information", "Non-Collusive Bidding and Code of Ethics Certification; Certification of No Solicitation Based on Commission, Percentage, Brokerage, Contingent Fee or Other Fee", and "Certification of Participation in a State-Registered Apprenticeship Program" any false certification at any time by the Contractor or a subcontractor pursuant to the clause "Prevailing Rate of Wage Certification" set forth in the Information for Bidders, or the willful or fraudulent submission of any signed statement pursuant to such clauses which is false in any material respect; or the Contractor's incomplete or inaccurate representation of its status with respect to the circumstances provided for in such clauses.

The enumeration in this numbered clause or elsewhere in this Contract of specific rights and remedies of the Authority shall not be deemed to limit any other rights or remedies which the Authority would have in the absence of such enumeration; and no exercise by the Authority of any right or remedy shall operate as a waiver of any other of its rights or remedies not inconsistent therewith or to estop it from exercising such other rights or remedies.

58. RIGHTS AND REMEDIES OF CONTRACTOR

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract which may be committed by the Authority, the Contractor expressly agrees that no default, act or omission of the Authority shall constitute a material breach of this Contract, entitling him to cancel or rescind it or (unless the Engineer shall so direct) to suspend or abandon performance.

59. PERFORMANCE OF WORK AS AGENT FOR CONTRACTOR

In the exercise of its right to take over and complete Work as agent for the Contractor, for which provision is made in the clause hereof entitled "Rights and Remedies of Authority", the Authority shall have the right to take possession of and use or permit the use of any and all plant, materials, equipment and other facilities provided by the Contractor for the purpose of the Work and the Contractor shall not remove any of the same from the site of the Work without express permission. Unless expressly directed to discontinue the performance of all Work, the Contractor shall continue to perform the remainder thereof in such manner as in no way will hinder or interfere with the portions taken over by the Authority.

In the certificate of total compensation earned, for which provision is made in the clause hereof entitled "Final Payment", the Engineer will separately state the amount of Work performed by the Authority as agent for the Contractor, credit to the Authority the cost thereof, and credit to the Contractor the compensation earned thereby; and the difference between them shall be payable by the Contractor to the Authority, or vice versa as the case may be. If such difference is in its favor, the Authority may deduct it from any moneys due the Contractor, and if such moneys be insufficient, the balance thereof shall be payable to it on demand; if in the Contractor's favor, it shall constitute part of the Final Payment.

The exercise by the Authority of its right to take over the Work shall not release the Contractor or his sureties from any of his or their obligations or liabilities under this Contract or the Performance and Payment Bond.

60. NO ESTOPPEL OR WAIVER

The Authority shall not be precluded or estopped by any acceptance, certificate or payment, final or otherwise, issued or made under this Contract or otherwise issued or made by it, the Engineer, or any officer, agent or employee of the Authority, from showing at any time the true amount and character of Work performed, or from showing that any such acceptance, certificate or payment is incorrect or was improperly issued or made; and the Authority shall not be precluded or estopped, notwithstanding any such acceptance, certificate or payment, from recovering from the Contractor any damages which it may sustain by reason of any failure on his part to comply strictly with this Contract, and any moneys which may be paid to him or for his account in excess of those to which he is lawfully entitled.

Neither the acceptance of the Work or any part thereof, nor any payment therefor, nor any order or certificate issued under this Contract or otherwise issued by the Authority, the Engineer, or any officer, agent or employee of the Authority, nor any permission or direction to continue with the performance of Work, nor any performance by the Authority of any of the Contractor's duties or obligations, nor any aid lent to the Contractor by the Authority in his performance of such duties or obligations, nor any other thing done or omitted to be done by the Authority, its Commissioners, officers, agents or employees shall be deemed to be a waiver of any provision of this Contract or of any rights or remedies to which the Authority may be entitled because of any breach thereof, excepting only a resolution of its Commissioners, providing expressly for such waiver. No cancellation, rescission or annulment hereof, in whole or as to any part of the Work, because of any breach hereof, shall be deemed a waiver of any money damages to which the Authority may be entitled because of such breach. Moreover, no waiver by the Authority of any breach of this Contract shall be deemed to be a waiver of any other or any subsequent breach.

CHAPTER VII
MISCELLANEOUS

61. SUBMISSION TO JURISDICTION

The Contractor hereby irrevocably submits himself to the jurisdiction of the Courts of the State of New York and to the jurisdiction of the Courts of the State of New Jersey in regard to any controversy arising out of, connected with, or in any way concerning the Proposal or this Contract. The Contractor agrees that service of process on the Contractor in relation to such jurisdiction may be made, at the option of the Authority, either by registered or certified mail addressed to the applicable office as provided for in the clause hereof entitled "Service of Notices on the Contractor", by registered or certified mail addressed to any office actually maintained by the Contractor or by actual personal delivery to the Contractor if the Contractor be an individual, to any partner if the Contractor be a partnership or to an officer, director or managing or general agent if the Contractor be a corporation.

Such service shall be deemed to be sufficient when jurisdiction would not lie because of the lack of basis to serve process in the manner otherwise provided by law. In any case, however, process may be served as stated above whether or not it might otherwise have been served in a different manner.

62. PROVISIONS OF LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included therein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

63. INVALID CLAUSES

If any provision of this Contract shall be such as to destroy its mutuality or to render it invalid or illegal, then, if it shall not appear to have been so material that without it the Contract would not have been made by the parties, it shall not be deemed to form part thereof but the balance of the Contract shall remain in full force and effect.

64. NON-LIABILITY OF THE AUTHORITY REPRESENTATIVES

Neither the Commissioners of the Authority nor any officer, agent, or employee thereof shall be charged personally by the Contractor with any liability or held liable to him under any term or provision of this Contract, or because of its execution or attempted execution, or because of any breach hereof.

65. SERVICE OF NOTICES ON THE CONTRACTOR

Whenever provision is made in this Contract for the giving of any notice to the Contractor, its deposit in any post office or post office box, enclosed in a postpaid wrapper addressed to the Contractor at his office, or its delivery to his office, shall be sufficient service thereof as of the date of such deposit or delivery, except to the extent, if any, otherwise provided in the clause entitled "Submission to Jurisdiction". Until further notice to the Authority the Contractor's office will be that stated in his Proposal. Notices may also be served personally upon the Contractor; or if a corporation, upon any officer, director, or managing or general agent; or if a partnership upon any partner.

66. MODIFICATION OF CONTRACT

No change in or modification, termination or discharge of this Contract, in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by the party to be charged therewith or his duly authorized representative, provided, however, that any change in or modification, termination or discharge of this Contract expressly provided for in this Contract shall be effective as so provided.

The authority of any person to order Extra Work or to alter the Contract Drawings and Specifications does not include the power to cancel, modify or waive any provision of the Form of Contract, and no officer or other representative of the Authority shall have the power so to do unless and until hereafter so authorized by or pursuant to a resolution of the Commissioners of the Authority or by or pursuant to a resolution of their appropriate Committee.

67. PUBLIC RELEASE OF INFORMATION

The Contractor and all his subcontractors shall not issue or permit to be issued any press release, advertisement, or literature of any kind, which refers to the Authority or the services performed in connection with this Contract, without first obtaining the written approval of the Chief Engineer. Such approval may be withheld if for any reason the Chief Engineer believes that the publication of such information would be harmful to the public interest or is in any way undesirable. This provision shall survive termination or expiration of this Contract.

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned²¹ Contractor and surety company (or companies), as principal and surety (or sureties), respectively,

Contractor

Surety

²¹ Insert names of the Contractor and surety company (or companies) in the appropriate columns. If space is insufficient add rider.

If the Contractor is a corporation, give the state of incorporation, using also the phrase "a corporation organized under the laws of _____".

If the Contractor is a partnership, give full names of partners, using the phrase "co-partners doing business under the firm name of _____".

If the Contractor is an individual using a trade name, give individual name, using also the phrase "an individual doing business under the trade name of _____".

are hereby held and firmly bound unto The Port Authority of New York and New Jersey (herein called the "Authority") in the penal sum of _____ Dollars and _____ Cents (\$ _____.), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, representatives, executors, administrators, successors and assigns. Each surety, however, if there is more than one, shall be jointly and severally liable for said penal sum.

Signed this _____ day of _____ 20

The condition of the above obligation is that

WHEREAS, the above named principal has entered into a Contract in writing with the Authority, a copy of which is hereby made a part of this bond as though herein set forth in full and which is designated Contract BT-254.128 - "Port Authority Bus Terminal - Facade Improvements: Truss Painting", and

WHEREAS, the Authority has required this bond for the faithful performance of all obligations imposed by said Contract and also for the payment of all lawful claims of subcontractors, materialmen and workmen arising out of the performance of said Contract;

NOW, if the said principal shall well and faithfully do and perform the things agreed by him to be done and performed according to the terms and true intent and meaning of said Contract and if all lawful claims of subcontractors, materialmen and workmen arising out of the performance of said Contract are paid, then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that, provided the sureties shall comply with the provisions hereof, the aggregate liability of all sureties for any and all claims hereunder shall in no event exceed the penal amount of this obligation as hereinbefore stated.

This undertaking is for the benefit the Authority and all subcontractors, materialmen and workmen having lawful claims arising out of the performance of said Contract, and all such subcontractors, materialmen and workmen (as well as the Authority itself) shall have a direct right of action upon this bond; but the rights and equities of such subcontractors, materialmen and workmen shall be subject and subordinate to those of the Authority.

The sureties, for value received, hereby stipulate and agree that the obligations of said sureties and their bond shall be in no way impaired or affected by any extensions of time, modification, omission, addition or change in or to the said Contract or the construction to be performed thereunder, or by any supervision or inspection or omission to supervise or inspect the construction, or by any payment thereunder before the time required therein, or by any waiver of any provision or condition thereof (whether precedent or subsequent), or by any assignment, subletting or other transfer thereof or of any part thereof or of any construction to be performed or any moneys due or to become due thereunder; and said sureties do hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulate and agree 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 sureties as though done by or in relation to said principal.

The sureties shall give the General Counsel of the Authority the following notices:

- A. Written notice of an intent to pay any claim of a subcontractor, materialman or workman hereunder;
- B. Written notice within five days of the institution of an action by a subcontractor, materialman or workman hereunder.

The sureties shall not pay the claim of any subcontractor, materialman or workman hereunder until the expiration of thirty days after receipt by said General Counsel of notice under either subparagraph A or B above, describing the claim to be paid.

IN WITNESS WHEREOF, the principal and the sureties 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 day and year first set forth above.

(Seal)

By ²²

Principal

Surety

By ²³ _____

APPROVED AS TO ACCEPTABILITY OF SURETIES:

Credit Manager

20

²² If bond is signed by an officer or agent, give title; if signed by a corporation, affix corporate seal.

²³ Add signatures of additional sureties, if any.

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of _____

SS:

County of _____

On this _____ day of _____, 20____, before me personally came and appeared _____, 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 Seal)

(Notary Signature)

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____

SS:

County of _____

On this _____ day of _____, 20____, before me personally came and 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 Seal)

(Notary Signature)

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____

SS:

County of _____

On this _____ day of _____, 20____, before me personally came and appeared _____, to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

(Notary Seal)

(Notary Signature)

AFFIX ACKNOWLEDGMENT AND JUSTIFICATION OF SURETY

SPECIFICATIONS

DIVISION 1

GENERAL PROVISIONS

68. CONSTRUCTION REQUIRED BY THE SPECIFICATIONS

These Specifications relate generally to performing removal of existing paint to base steel on trusses and repainting all exterior steel and sign grid members, parapet walls, railings and spandrels; replace existing expansion joint at 8th Avenue and W. 42nd Street; provide maintenance of traffic protection; remove and reinstall bird netting at the Port Authority Bus Terminal, Manhattan, New York.

These Specifications require the doing of all things necessary or proper for or incidental to the matter referred to in the immediately preceding paragraph, as shown on the Contract Drawings in their present form. In addition, all things shown on the Contract Drawings even though not expressly mentioned in these Specifications, all things mentioned in these Specifications even though not shown on the Contract Drawings, and all things not specified either on the Contract Drawings, or in the Specifications but involved in carrying out their intent and in the complete and proper execution of the matter referred to in the immediately preceding paragraph are required by these Specifications; and the Contractor shall perform the same as though they were specifically delineated, described and mentioned.

In case of a conflict between a requirement of the Contract Drawings and a requirement in Division 1 of the Specifications, the requirement of Division 1 shall control. In case of a conflict between a requirement contained in other Divisions of the Specifications and a requirement of the Contract Drawings, the requirement of the Contract Drawings shall control.

Some Sections of the Specifications make cross references to construction specified in other Sections of the Specifications, including cross references intended to avoid duplication by the bidders in quoting prices and to point out some of the necessity for coordination. Such cross references are not intended to be complete or all inclusive, and the Contractor shall ascertain for himself both the nature and the extent of all construction which may be related to that under each Section of the Specifications whether or not expressly referred to.

Some Sections of the Specifications contain a general description of the construction under such Sections. Such description is merely a very general one and is not intended to outline the construction required by the Specifications and Contract Drawings. Accordingly, such description shall be construed as in aid of and supplemental to, but in no case limiting, impairing or decreasing, the requirements elsewhere set forth with respect to the construction to be performed.

The Contractor's compensation for all construction whatsoever referred to in the Specifications and Contract Drawings in their present form, even though the need for certain items of such construction may be contingent upon future occurrences or determinations or upon other circumstances, shall be deemed to be included in the price(s) quoted by the Contractor in the Form of Contract unless the Specifications or Contract Drawings expressly state that compensation in addition to such price shall be payable for such items of construction. The express statement in some cases to the effect that certain construction shall be without additional cost to the Authority shall not impair the application of this paragraph in other cases.

The distribution of various parts of the construction among the Divisions and Sections of the Specifications or among the Contract Drawings is not intended as a representation of the most effective or logical method of organizing, scheduling, or subcontracting the construction, and the Contractor shall ascertain for himself how to do so unless otherwise expressly prescribed in this Contract.

In all cases the provisions of the second paragraph of this numbered Section shall control.

69. AVAILABLE PROPERTY

Subject to the conditions elsewhere stated herein, those areas to be occupied by the permanent construction will be made available to the Contractor upon the commencement of his first operations at the construction site, together with an area shown on Contract Drawing No. N002, N003, N004 and designated "Area Available For Contractor's Use".

Any additional property which the Contractor desires for his operations shall be obtained by him at his own expense.

The Contractor will be permitted to use only so much of the aforesaid areas as is necessary for the performance of the Contract, and he must at all times so conduct his operations as not to encroach upon or block the portions used by others. The Engineer may at any time make joint or exclusive assignments of particular portions thereof, either to the Contractor or to others, and may take over and use for other purposes any portions which, in the opinion of Engineer, are not required for the performance of the Contract.

The Contractor shall daily clean up the areas made available to him so that they are free at all times of refuse, rubbish, scrap material or debris.

70. OPERATIONS OF OTHERS

During the time that the Contractor is performing the Contract, other persons will be engaged in other operations on or about the construction site including routine facility operations and maintenance, pedestrian and vehicular traffic all of which shall remain uninterrupted.

The Contractor shall so plan and conduct his operations as to work in harmony with others engaged at the construction site and not to delay, endanger or interfere with the operations of others (whether or not specifically mentioned above), all to the best interests of the Authority and the public and as may be directed by the Engineer.

71. LABOR ACTIONS

Whenever any labor strike, slowdown, work stoppage, picketing or other labor action which might interfere with the performance of the Contract, or of other Authority or PATH contracts or the operation of any Authority or PATH facility occurs at the construction site or at any other Authority or PATH facility as a result of the Contractor's (or its subcontractor's) utilization of particular means, methods or manpower to perform the Work required by the Contract, the Contractor shall pursue all remedies which are appropriate and available to him to avoid such interference.

72. CONTRACTOR'S MEETINGS

The Contractor shall conduct job progress and coordination meetings with subcontractors in his field office every two weeks, or as frequently as job conditions require or the Engineer may request. The Engineer shall be notified and, at his option, may attend these meetings. The Contractor shall prepare and distribute minutes to the Engineer and the subcontractors within forty-eight (48) hours of the day following the meetings.

The Contractor shall attend separate job progress and coordination meetings with the Engineer every two weeks, or at times otherwise requested by the Engineer.

73. CONTRACT DRAWINGS

The Contract Drawings which accompany and form a part of these Specifications bear the general title "The Port Authority of NY & NJ - Port Authority Bus Terminal - Facade Improvements: Truss Painting - Contract BT-254.128" and are separately numbered and entitled as follows:

G101

G102	PROJECT LOCATION PLAN, LIST OF DRAWINGS, GENERAL NOTES	General
G103	STRUCTURAL NOTES MECHANICAL NOTES	General
G104	SCAFFOLDING AND SIDEWALK BRIDGE SECTIONS	General
A101	ARCHITECTURAL NOTES, ABBREVIATIONS, LEGENDS	Architecture
A102	PARTIAL FIRST FLOOR PLAN	Architecture
A103	PARTIAL SECOND FLOOR PLAN	Architecture
A104	PARTIAL THIRD FLOOR PLAN	Architecture
A105	PARTIAL FORTH FLOOR PLAN	Architecture
A106	PARTIAL FIFTH FLOOR PLAN	Architecture
A201	EAST, NORTH AND SOUTH ELEVATIONS	Architecture
A202	ENLARGED EXTERIOR ELEVATIONS AND EXPANSION JOINT DETAILS	Architecture
A401	COLOR LAYOUT	Architecture
A501	MOCK-UP ENLARGED TRUSS ELEVATION AND SECTION	Architecture
N001	ABATEMENT NOTES	Environmental
N002	PARTIAL FIRST FLOOR LEAD ABATEMENT PLAN	Environmental
N003	PARTIAL THIRD FLOOR LEAD ABATEMENT PLAN	Environmental
N004	PARTIAL FOURTH FLOOR LEAD ABATEMENT PLAN	Environmental
N005	PARTIAL FIFTH FLOOR LEAD ABATEMENT PLAN	Environmental
N006	LEAD ABATEMENT ENLARGED TRUSS SECTION AND SIGN FRAME SECTION	Environmental
MT001	MAINTENANCE OF TRAFFIC GENERAL NOTES, LEGEND AND ABBREVIATIONS	Traffic

MT002	MAINTENANCE OF TRAFFIC STREET CLOSURES	Traffic
MT003	MAINTENANCE OF TRAFFIC SIDEWALK CLOSURES	Traffic
MT004	MAINTENANCE OF TRAFFIC 3 rd FLOOR LAYOUT	Traffic
MT005	MAINTENANCE OF TRAFFIC 4 th FLOOR LAYOUT	Traffic
MT006	MAINTENANCE OF TRAFFIC 5 th FLOOR	Traffic
MT007	MAINTENANCE OF TRAFFIC TRAFFIC DETAILS	Traffic
MT008	MAINTENANCE OF TRAFFIC TRAFFIC DETAILS (2)	Traffic
MT009	MAINTENANCE OF TRAFFIC TRAFFIC DETAILS (3)	Traffic
MT010	MAINTENANCE OF TRAFFIC SIGN DATA TABLES & STANDARD DETAILS	Traffic

The Contract Drawings do not show all of the details of the Work and are intended only to illustrate the character and extent of the Work to be performed. Accordingly, they may be supplemented during the performance of the Work by the Engineer or by the Contractor subject to the approval of the Engineer, to the extent necessary to further illustrate the Work.

An indication on the Contract Drawings of the existence, nature or location of any utilities, structures, obstructions, conditions or materials does not constitute a representation as to the conclusions to be drawn therefrom nor a representation that no others exist in addition to those shown, even in the same location; nor does the absence of any indication on said drawings of the existence, nature or location of any utilities, structures, obstructions, conditions or materials constitute a representation that none exist.

After the Contract has been executed, the Contractor will be furnished six (6) copies of the Specifications and Contract Drawings without charge.

74. REFERENCE DRAWINGS

The following drawings, called Reference Drawings, were not prepared by the Authority or by others for use in connection with this Contract, but they were prepared for other purposes, such as for other contracts or for design purposes for this or other contracts, and are furnished to the Contractor to give him such information as may be in the possession of the Authority. Said drawings are as follows:

A.	Drawings bearing the general title "The Port Authority of New York and New Jersey – Port Authority Bus Terminal Extension – Structural Steel – Contract BT-190.006" separately numbered and entitled as follows:	
	207	1 st Floor (Main Concourse) Sector "A" Framing Plan
	208	1 st Floor (Main Concourse) Sector "B" Framing Plan
	211	3 th Floor Sector "A" Framing Plan
	212	3 th Floor Sector "B" Framing Plan
	213	3 th Floor Unit 4 (South Wing) Framing Plan
	214	4 th Floor Sector "A" Framing Plan
	215	4 th Floor Sector "B" Framing Plan

	216	4 th Floor Unit 4 (South Wing) Framing Plan
	217	5 th Floor Sector "A" Framing Plan
	218	5 th Floor Sector "B" Framing Plan
	219	5 th Floor Unit 4 (South Wing) Framing Plan
	235	Stresses and Elevation
B.	Drawings bearing the general title "The Port Authority of New York and New Jersey – Port Authority Bus Terminal Extension – Finishes and Superstructure – Contract BT-190.007" separately numbered and entitled as follows:	
	1151	Architectural Elevations 8 th Avenue
	1166	Architectural Truss Cladding Elevations & Typical Sections
	1167	Architectural Truss Cladding
	1168	Architectural Truss Cladding 4 th Level and Typical Details
	1169	Architectural Truss Cladding 5 th Level and Typical Details
	1171	Truss Cladding Expansion Joint Details
C.	Drawings bearing the general title "The Port Authority of New York and New Jersey – Port Authority Bus Terminal – PABT Bird Netting – Contract BT-200.100 WO21 -" separately numbered and entitled as follows:	
	G2	Location Plan, Index of Drawings, Abbreviations and Symbols
	G3	Notes
	A2	East Elevation Along Eight Avenue
	A3	North Elevation Along 42 nd Street & West Elevation Back of 41 st Street
	A4	North Elevation Along 41 nd Street
	A5	Ceiling Netting at Third Floor Ramp Entrance
	A7	Sections and Details
D.	TAA PABT-0654 drawings bearing the general title " TDI - 42 nd Street Bus Terminal Signage Project" separately numbered and entitled as follows:	
	A1	Elevation of Signage Frames
	S2	Floor Plan
	S3	Structural Grid Sections
	S4	Structural Grid Details
E.	Drawings bearing the general title "The Port of New York Authority – Port Authority Bus Terminal – Steel Work – Contract BT-3" separately numbered and entitled as follows:	
	4	Main Concourse Framing Plan
	6	Suburban Bus Level (3rd Floor) Framing Plan
	7	Main Roof (4thFloor) Framing Plan

An indication on the Reference Drawings of the existence, nature or location of any utilities, structures, obstructions, conditions or materials does not constitute a representation as to the conclusions to be drawn there from nor a representation that no others exist in addition to those shown, even in the same location; nor does the absence of any indication on said drawings of the existence, nature or location of any utilities, structures, obstructions, conditions or materials constitute a representation that none exist.

75. SHOP DRAWINGS, CATALOG CUTS AND SAMPLES

The Contractor shall specifically prepare for this Contract all Shop Drawings which may be required in addition to the Contract Drawings or in addition to any other drawings which the Engineer may issue in supplementing the Contract Drawings.

The specific requirements elsewhere set forth in the Specifications for furnishing Shop Drawings, Catalog Cuts and samples for any particular portion of the Contract shall not limit the obligation of the Contractor to furnish Shop Drawings, Catalog Cuts and samples for any other portion when so required by the Engineer.

The Contractor shall submit a general "Submittal Schedule" for the Engineer's review and approval listing the planned transmittal date and estimated number in each specification section category of Shop Drawings, Catalog Cuts, pages of calculations and samples within 30 days after receipt by the Contractor of the acceptance of the Proposal. A more detailed schedule shall be submitted no less than 30 calendar days prior to the actual date of any submittal.

After checking and verifying all field measurements and after complying with applicable procedures specified hereunder, the Contractor shall submit to the Engineer for review and approval, in accordance with the approved schedule of Shop Drawing submissions, or for other action if so indicated by the Engineer, six copies, unless otherwise requested, of all Shop Drawings which will bear a specific written indication that the Contractor has reviewed the submission for conformance to the requirements of the Contract Drawings and Specifications.

The Port Authority uses Primavera Expedition software to track the status of Submittals provided by the Contractor. In order to facilitate this electronic tracking, the Contractor shall use the transmittal form that is provided at the pre-construction meeting, and shall forward it to the Engineer via a MAPI compliant e-mail system (e.g. Microsoft Outlook, CC mail, Lotus notes, etc.).

The Contractor's transmittals of Submittal data shall fully comply with the numbering and naming conventions and other procedures that will be provided by the Engineer to the Contractor at the pre-construction meeting.

All submissions shall contain specific reference to the contract drawing and technical specification section to which they apply, as indicated below or as otherwise identified, as the Engineer may require. In general, submissions shall specifically reference Contract Drawing numbers or Specification section numbers for which the item pertains. The data shown on the Shop Drawings shall be complete with respect to quantities, dimensions, conformance to the specified performance and design criteria, materials, test results and similar information to enable the Engineer to review the submittal as required.

The Contractor shall also submit six copies to the Engineer for review and approval pursuant to the approved submittal schedule, of all Catalog Cuts and samples for conformance to the requirements of the Contract Drawings and Specifications. All Catalog Cuts and samples shall have been reviewed by the Contractor and shall be accompanied by a specific written indication that the Contractor has reviewed the submittal for conformance with the Contract Drawings and Specifications and shall be identified clearly as to material, supplier, manufacturer's procedures and pertinent data such as catalog numbers and the use for which intended.

Before submission of each Shop Drawing, Catalog Cut and sample, the Contractor shall have determined and verified all quantities, dimensions, conformance to the specified performance and design criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed and coordinated each Shop Drawing or Catalog Cut with other Shop Drawings and Catalog Cuts and with other requirements of the Work.

At the time of each submission, the Contractor shall give the Engineer specific written notice of each variation in any Shop Drawing, Catalog Cut and sample from the requirements of the Contract Drawings or Specifications and, in addition, shall cause a specific notation of each such variation to be made on each submittal to the Engineer, for review and approval of each such variation.

The Engineer's review and approval of Shop Drawings, Catalog Cuts or samples shall not relieve the Contractor from responsibility for any variation from the requirements of the Contract Drawings or Specifications unless the Contractor has in writing called the Engineer's attention to each such variation at the time of submission as required hereunder and the Chief Engineer has given written approval of each by an express specific written notation thereof incorporated in or accompanying the Shop Drawing, Catalog Cut or sample approval. Approval of Shop Drawings, Catalog Cuts and samples which are inconsistent with the requirements of the Contract Drawings and Specifications shall not be deemed to waive or change such requirements or to relieve the Contractor of his obligations to perform such requirements unless the Chief Engineer shall expressly and specifically state that he is waiving or changing such requirements, as stated above.

Where a Shop Drawing, Catalog Cut or sample is required no related Work shall be performed prior to the Engineer's review and approval of the submission.

The format for Shop Drawings prepared by the Contractor shall be as follows: Standard "D" size drawings with outside cut line dimensions of 22 inches by 34 inches and showing in detail all dimensions and description of materials. Two borders shall be drawn. The first shall be drawn one-half inch from the outside edges (top, bottom, left and right). The second shall be drawn inward to the drawing, one-half inch from the top, bottom and right border lines and one and one-half inch from the left border line. The inside borders on these drawings shall be 20 inches by 31 inches. A title block shall be shown on the right side of the drawing adjacent to the inside border identifying the Contractor's Name, Contract Title, Contract Number, cross-referenced Contract drawing number, Specification reference number and related paragraph and applicable signatures. These drawings shall be arranged in systematic order and numbered consecutively.

Upon receipt of the submittal, the Engineer will review the Shop Drawing, Catalog Cut or sample for conformance to the design information and materials shown on the Contract Drawings and contained in the Specifications. Approval by the Engineer shall not constitute a complete review or approval of the means, methods, techniques, sequences or procedures of construction, except where a specific means, method, technique, sequence or procedure of construction is specifically delineated in or required by the Contract Drawings or Specifications, and the approval shall not constitute a review and approval in regard to safety precautions or programs incident thereto. The review and approval of a separate item will not in itself indicate approval of the assembly in which the item functions. Any design shown on the Shop Drawings and prepared by the Contractor, his subcontractors, their detailers, or their professional engineers is the complete responsibility of the Contractor.

Within the number of working days hereinafter specified after receipt of the Shop Drawing prints, the Engineer shall approve or not approve the same or require corrections or additions to be made thereon. When a shop drawing is not approved or if additions or corrections are required, the Engineer shall return within this period one of the six copies submitted and the Contractor shall make the revisions, corrections or additions shown thereon to be made. The Contractor shall resubmit six prints showing the drawing corrected as required. The Contractor shall direct specific attention in writing to revisions other than the corrections called for by the Engineer on the previous submittal. Each drawing shall be corrected as required until the approval of the Engineer is obtained. After each resubmission, the Engineer shall have the number of working days hereinafter specified in which to approve revisions or corrections.

The number of working days within which the Engineer will advise the Contractor as to whether the Shop Drawings are approved, not approved, or require corrections or additions to be made thereto shall be as follows, except that 20 working days shall be required for the Engineer to review shop drawings submitted with design calculations.

No. of Dwgs. Submitted Within 5 Consecutive Working Days for Each Discipline(*)	No. of Working Days for Engineer To Review Shop Drawings
Up to 50	10
51 to 75	15
More than 75	20
* Disciplines shall be defined as follows: Structural, Architectural, Civil, Geotechnical, Mechanical, Electrical, Traffic and Environmental.	

Failure of the Contractor to provide 30 calendar days advance notice to the Engineer of any submittal shall result in a five (5) working day extension of the number of working days stated in the chart above. In no event shall an extension of the Engineer's review time provided for in this section relieve the Contractor from its duty to meet all contractual Milestone dates.

After approval has been given to any Shop Drawing or Catalog Cut no change will be permitted thereon unless approved in writing by the Engineer.

Before final payment for the Work is made, the Contractor shall submit to the Engineer only those previously approved or approved as noted Shop Drawings, which have been revised by field changes.

The Contractor shall mark-up the approved and approved as noted Shop Drawings directing specific attention to revisions reflecting the permanent construction as actually made. In accordance with the requirements specified in this numbered clause, the Contractor shall submit one original print of these drawings, marked "FINAL SHOP DRAWING – NOT FOR REVIEW", dated, and signed by the Contractor to the Engineer for verification. By signature, the Contractor is verifying that the drawing reflects the as-constructed condition.

All drawings, data, calculations and other papers of any type whatsoever, whether in the form of writing, figures or delineations, which are prepared in connection with this Contract and submitted to the Authority shall become the property of the Authority. The Authority shall have the non-exclusive right to use or permit the use of all such drawings, data and other papers and any ideas or methods represented thereby for any purpose and at any time without additional compensation. No such papers shall be deemed to have been given in confidence. Any statement or legend to the contrary in connection with such drawings, data or other papers and in conflict with the provisions of this paragraph shall be void and of no effect.

76. SUBSTITUTION

Where a proprietary item or make is specified or mentioned herein or called for or mentioned on the Contract Drawings and the phrases "similar and equal to" or "approved equal" are used in connection therewith, the utilization of any other item or make will be deemed a substitution. Substitution for the proprietary item or make specifically named may be made only in accordance with the Section hereof entitled "Workmanship and Materials" and in accordance with the following.

Whenever materials or equipment are specified or described in the Contract Drawings or Specifications by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of another supplier or manufacturer may be accepted by the Engineer if sufficient information and proof is submitted by the Contractor to permit the Engineer to determine that the material or equipment proposed is equivalent or equal to that named and the Engineer approves the substitution. The procedure for review by the Engineer will include the following. Requests for review of substitute items of material and equipment will not be accepted by the Engineer from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute item of material or equipment, the Contractor shall make a timely written application to the Engineer for approval thereof, certifying that the proposed substitution will perform at least the identical functions and achieve at least the identical results called for by the specified product and otherwise be equal to the specified product with regard to, but not limited to, durability, maintenance, strength, energy costs and record of proven performance. The application shall state that the evaluation and approval of the proposed substitution shall not delay the Contractor's completion of the Work as required by the Contract, whether or not approval of the substitution will require a change in the construction and, in no event will the Contractor be granted an extension of time for completion of any portion of the Work for reasons related directly or indirectly to the evaluation of the proposed substitution or to the proposed substitution itself. Any variations of the proposed substitution from that specified shall be identified in the application, and maintenance, repair and replacement services for the substitution shall be indicated. The Engineer may require the Contractor to furnish at the Contractor's expense additional laboratory test data concerning the proposed substitution.

Such submission to the Engineer shall be made only by including the requested substitution in the list of materials required to be submitted to the Engineer in accordance with the Section hereof entitled "Inspections and Rejections" within forty-five calendar days after the receipt of the acceptance of the Contractor's Proposal. After the approval of said list, no substitutions will be permitted, except that a brand or make named in the Specifications may be submitted for approval in lieu of a brand or make on said list. Any such submission shall not imply, or impose on the Engineer, any obligation whatsoever to discuss, disclose or justify the reasons for his opinion, approval, acceptance or rejection.

The Engineer shall be the sole judge of as to whether a proposed substitution will be approved, and no substitution shall be ordered or utilized without the Engineer's prior written approval. The Engineer may require Contractor to furnish at Contractor's expense a special performance guarantee or other assurance with respect to any approved substitution. Furthermore, the approval of any substitute proprietary item or make shall not in any way entitle the Contractor to additional compensation therefor.

Notwithstanding such approval, however, the Contractor assumes the risk that such approved substitute item or make is not equal to that shown or specified and if at any time the substitution shall appear not to be so equal he shall replace the substitution with that originally shown on the Contract Drawings or called for in the Specifications at his own cost and reimburse the Authority for any loss occurring on account of the substitution failing to be equal, notwithstanding that it had been previously approved for use by the Engineer.

The construction called for by the Contract Drawings and Specifications may be adapted for a particular proprietary item or make of material or equipment. Therefore, if any construction not required by the Contract Drawings or Specifications in their present form is necessary or desirable because of the use of substitute item or make of material or equipment (even though such other item or make is approved by the Engineer), such construction shall be furnished or performed by the Contractor at his expense and subject to the approval of the Engineer.

77. WORKMANSHIP AND MATERIALS

Workmanship and materials shall in every respect be free from defects of any kind and shall be in accordance with the best modern practice and whenever the Contract Drawings, Specifications or directions of the Engineer admit of a doubt as to what is permissible or fail to note the quality of any construction the interpretation which calls for the best quality is to be followed. Workmanship shall conform to applicable Specifications, manufacturer's instructions and recommendations for installation of products for the applications shown on the Contract Drawings, all of which shall be subject to the provisions of the Section of Division 1 GENERAL PROVISIONS entitled "Inspections and Rejections".

All items provided in this contract that use dates in the recording, storing or processing of information shall use such dates correctly at all times including using such dates correctly in the recording, storing or processing of information after January 1, 2000 (Year 2000 Compliant).

Materials and Equipment incorporated into the Work shall be new except as may be otherwise herein specifically required, and shall comply with make, size, type and quality specified, or as specifically approved in writing by the Chief Engineer in accordance with the Section of Division 1 GENERAL PROVISIONS entitled "Substitution".

Reference to standards of any society, institution, association, or governmental authority in the Specifications or on the Contract Drawings, whether specific or by implication, shall mean for such standards which are part of the building code in effect for Work of this Contract the edition date published in such code; and such references which are not part of the building code, shall mean the latest edition date in effect at the time of opening of Proposals upon the present Contract unless specifically stated otherwise.

If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment to be employed by the Contractor in performing the Work. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the approved instructions of the applicable supplier except as otherwise provided in the Contract Drawings or Specifications.

In case of a discrepancy between a description or requirement in the Contract Drawings and Specifications for any material or equipment and a catalog number or other designation for the same material or equipment (even though stated to be acceptable), the description or requirements shall control.

In various paragraphs of these Specifications, references may be made to certain standard or tentative specifications or requirements of various organizations. Unless otherwise stated, these references are to be construed as referring to the specifications and requirements in effect on the date set for opening bids upon the present Contract.

All inventions, ideas, designs and methods contained in the Specifications and Contract Drawings in which the Authority has or may acquire patent, copyright or other property rights are hereby expressly reserved for the exclusive use of the Authority. The Specifications and Contract Drawings contain confidential information which is disclosed only to enable this Contract to be performed. Said Specifications and Drawings must not be used for any purpose detrimental to the interest of the Authority and must not be produced or copied in whole or in part or used for furnishing information to others without the written consent of the Authority, provided, however, that the Contractor may, when the performance of the Contract so requires, furnish said information to others for the purpose of engaging or informing subcontractors and materialmen.

If, in accordance with this Contract, the Contractor furnishes research, development or consultative services in connection with the performance of the Contract and if in the course of such research, development or consultation patentable subject matter is produced by the Contractor, its officers, agents, employees, subcontractors or materialmen, the Authority shall have, without cost or expense to it, an irrevocable, non-exclusive, royalty-free license to make, have made, and use, either itself or by anyone on its behalf, such subject matter in connection with any activity now or hereafter engaged in or permitted by the Authority. Promptly upon request by the Authority, the Contractor shall furnish or obtain from the appropriate person a form of license satisfactory to the Authority, but as between the Contractor and the Authority the license herein provided for shall nevertheless arise for the benefit of the Authority immediately upon the production of said subject matter and shall not await formal exemplification in a written license agreement as provided for above. Such license may be transferred by the Authority to its successors, immediate or otherwise, in the operation or ownership of any real or personal property now or hereafter owned or operated by the Authority, but such license shall not be otherwise transferable.

The right to use all material, software, firmware, compositions of matter, manufactures, apparatus, appliances, processes of manufacture or types of construction required in connection with this Contract and to which a patent, copyright or other intellectual property right applies or may apply shall be obtained by the Contractor without separate or additional compensation whether the same is patented, copyrighted or otherwise protected as an intellectual property right before, during or after the performance of the Contract.

The Contractor shall indemnify the Authority against and save it harmless from all loss and expense incurred in the defense, settlement or satisfaction of any claims in the nature of patent, copyright or other intellectual property right infringement arising out of or in connection with the Authority use, in accordance with the preceding two paragraphs of this numbered clause, of such subject matter or material, software, firmware, compositions of matter, manufactures, apparatus, appliances, processes of manufacture or types of construction to which a patent, copyright or other intellectual property right applies or may apply. If requested by the Authority and if notified promptly in writing of any such claim, the Contractor shall conduct all negotiations with respect to and defend such claim without expense to the Authority. If the Authority be enjoined from using any of the facilities which form the subject matter of this Contract and as to which the Contractor is to indemnify the Authority against patent, copyright or other intellectual property right claims, the Authority may, at its option and without thereby limiting any other right it may have hereunder or at law or in equity, require the Contractor to supply, temporarily or permanently, facilities not subject to such injunction and not infringing any patent, copyright or other intellectual property right or to remove all such facilities and refund the cost thereof to the Authority or to take such steps as may be necessary to ensure compliance by the Authority with such injunction, all to the satisfaction of the Authority and all without cost or expense to the Authority.

78. INSPECTIONS AND REJECTIONS

All Work and all construction, processes of manufacture and methods of construction involved in or related to the performance of the Work shall be at all times and places subject to the inspection of the Engineer, acting personally or through his Inspectors, and the enumeration in these Specifications of particular portions of such Work, construction, processes of manufacture or methods of construction which will or may be inspected by the Engineer or such Inspectors shall not be deemed to imply that only such Work, construction, processes of manufacture and methods of construction will or may be so inspected. The Engineer shall be the judge of the quality and suitability of the Work, construction, processes of manufacture and methods of construction for the purposes for which they are used or to be used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall be removed immediately from the site. The fact that the Inspectors have approved the materials and workmanship shall not relieve the Contractor from his obligation to supply other material and workmanship when so ordered by the Engineer.

The Contractor, at his own expense, shall furnish such facilities and give such assistance for inspection as the Engineer may direct. In the case of materials required by the Specifications to be inspected in the factory or plant, and in the case of any other items which the Engineer may designate, the Contractor shall secure for the Engineer and his Inspectors free access to all parts of such factories or plants and shall furnish to the Engineer three copies of purchase orders, two copies of mill shipping statements and four copies of shipping statements. Moreover, in the case of such materials to be factory or plant inspected, the Contractor shall give at least ten days' notice to the Engineer of his intention to commence the manufacture or preparation of such materials.

Other than the materials and equipment specifically required to be inspected at the manufacturer's factory or plant, all materials will be inspected at the construction site and any portions thereof which are rejected by the Engineer shall be immediately removed from the construction site by the Contractor and shall be replaced with new materials by the Contractor at his own expense.

In the case of materials to be inspected at the construction site, the Contractor shall submit a list of all such materials in triplicate to the Engineer for his approval prior to ordering same. The list shall be submitted within forty-five calendar days after receipt of the notice of acceptance and shall contain the following information:

A. Classification of submittal in accordance with the following:

Class I - A submittal for record of an expressly specified item.

Class II - A submittal of an item which conforms to an express generic specification or a submittal which is deemed by the Contractor to be identical to an expressly specified item.

Class III - A submittal which is deemed by the Contractor to be functionally equivalent but not identical to a specified item.

B. In the case of Class II and Class III, the Contractor shall supply adequate information to the Engineer to enable the Engineer to compare the specified item and the proposed substitution. Information shall include, but need not be limited to, technical specifications, Catalog Cuts, drawings, references to existing installations and test data, or any other data required by the Engineer.

- C. In the case of fabricated materials for which Shop Drawings are to be prepared, a brief description of the material and the statement "see Shop Drawings".
- D. In the case of materials or equipment listed in manufacturer's catalogs, the list shall contain the vendor's name, the manufacturer's name, brand name, style designation, catalog number and, where the Specifications require catalog cuts, the statement "see catalog cut".
- E. In the case of materials or equipment for which Shop Drawings are not to be prepared, and which are not listed in any catalog, the list shall contain a complete description of the material or equipment, which shall be in sufficient detail to describe completely the materials or equipment and quality therefor.

The Engineer shall advise the Contractor whether said list is approved or requires corrections or additions within the number of working days indicated in the chart below:

Type of Submittal	No. of Working Days for Engineer to Approve/Disapprove Items
Class I Material submittals	10
Portland Cement mix designs that require confirmation of the 28-day properties	35
Changes in asphalt mix designs that need to be confirmed with a batch mix at the plant	35
Class II Material submittals	20
Class III Material submittals	30

Failure of the Contractor to provide 30 calendar days advance notice to the Engineer of any submittal shall result in a five (5) working day extension of the number of days stated in the chart above. In no event shall an extension of the Engineer's review time provided for in this section relieve the Contractor from its duty to meet all contractual Milestone dates.

Within ten working days after receipt of said list, the Engineer shall notify the Contractor of which items are approved and which disapproved. Within two working days thereafter, the Contractor shall resubmit a new list covering those items which were disapproved. After each such re-submission the Engineer shall have a similar period of ten days in which to approve or disapprove.

Should materials or equipment be delivered to the construction site without having been placed on the aforementioned list and approved, it shall be immediately removed from the construction site by the Contractor at his own expense.

79. MANUFACTURERS' CERTIFICATION

Where materials and equipment are required by these Specifications to conform to certain standard or tentative specifications or requirements of any organizations, including American Society for Testing and Materials, American National Standards Institute, Association Rules for Grading Lumber, Federal Specifications, National Electrical Manufacturers Association, American Association of State Highway and Transportation Officials, American Water Works Association and the International Municipal Signal Association, the Contractor shall furnish to the Engineer the manufacturer's written certification that each of the materials or equipment conforms to the foregoing standard or tentative specifications. The certification shall be delivered to the Engineer prior to installation of the materials to which it refers. Such certifications shall not be binding or conclusive on the Authority and may be rejected at any time by the Engineer if incorrect, improper or otherwise unsatisfactory in his opinion.

80. NO RELEASE OF CONTRACTOR

Any provision of this Contract for testing, inspection or approval, and any actual testing, inspection or approval, of any materials, workmanship, plant, equipment, drawings, program, methods of procedure, or of any other thing done or furnished or proposed by the Contractor to be done or furnished in connection with the Contract is for the benefit of the Authority not the Contractor. Any approval of such things shall be construed merely to mean that at that time the Engineer knows of no good reason for objecting thereto. No such provision for testing or inspection, no omission of testing or inspection, and no such approval shall release the Contractor from his full responsibility for the accurate and complete performance of the Contract in accordance with the Contract Drawings and Specifications or from any duty, obligation or liability imposed upon him by the Contract or from responsibility for injuries to persons or damage to property.

81. ERRORS AND DISCREPANCIES

If, in the performance of the Contract, the Contractor discovers any errors or omissions in the Contract Drawings or Specifications, or in the marks, lines and elevations furnished by the Authority in the construction undertaken and executed by him, he shall immediately notify the Engineer and the Engineer shall promptly verify the same.

If with the knowledge of such error or omission and prior to the correction thereof, the Contractor proceeds with any construction affected thereby, he shall do so at his own risk and the construction so done shall not be considered as construction done under and in performance of this Contract unless and until approved and accepted.

82. DIFFERING SUBSURFACE CONDITIONS

If during the performance of Work, the Contractor becomes aware of any unanticipated subsurface conditions or has cause to suspect the presence of such condition, then the Contractor shall immediately notify the Engineer, or designee thereof verbally, to be followed immediately by written notification. The Contractor shall specify the nature, location, and impact on the Work of such conditions. The Contractor shall immediately stop Work in and secure the area against injury to persons or damage to property pending further instructions from the Engineer.

The Contractor shall then conduct all necessary investigations and testing of the subsurface conditions as directed by the Engineer to identify the character and extent of the unanticipated subsurface conditions and/or to satisfy applicable Federal, State and local laws, codes and ordinances and regulations and shall notify the Engineer accordingly. The investigation program shall be submitted to the Engineer for review and approval.

In the event the Contractor discovers such subsurface conditions during the performance of the Work and (i) special handling of such condition is necessary and required for the performance of the Work as determined by the Engineer; (ii) such special handling cannot be avoided or mitigated by the exercise of reasonable measures by the Contractor; and (iii) the Contractor actually incurs increased costs caused by such condition that could not have been reasonably anticipated from the Contract Drawings, Reference Drawings and Specifications and inspection of the construction site; then in such event, as approved by the Engineer, the Contractor shall, notwithstanding any provision in this Contract to the contrary, be compensated for such costs for special handling, including the necessary investigations and testing of subsurface conditions, in accordance with the provisions of the Form of Contract clause entitled "Compensation For Extra Work".

83. ACCIDENTS AND FIRST AID PROVISIONS

The Contractor shall promptly report in writing to the Engineer and to the Authority Manager, Claims Administration all accidents whatsoever arising out of or in connection with the performance of the Contract, whether on or adjacent to the construction site, which result in death, injuries or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damage is caused, the accident shall be reported immediately by telephone to both of the said representatives of the Authority.

The Contractor shall provide at the construction site such equipment and medical facilities as are necessary to supply first aid service, in case of accident, to any who may be injured in the progress of the Contract. He shall have standing arrangements for the removal and hospital treatment of any person who may be injured while engaged in the performance of the Contract.

If any claim is made by any third person against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the fact in writing to the aforementioned representatives of the Authority, giving full details of the claim.

84. SAFETY PROVISIONS

In the performance of the Contract, the Contractor shall exercise every precaution to prevent injury to workers and the public or damage to property.

He shall, at his own expense, provide temporary structures, place such watchmen, design and erect such barricades, fences and railings, give such warnings, display such lights, signals and signs, exercise such precaution against fire, adopt and enforce such rules and regulations, and take such other precautions as may be necessary, desirable or proper, or as may be directed.

The Contractor shall employ for Work of the Contract a competent person conforming to the requirements of the Code of Federal Regulations 29 CFR 1926.32(f) who shall be designated by the Contractor as authorized to perform the duties required by 29 CFR 1926 et seq. as applicable for Work of this Contract.

Obtain and submit to the Engineer one copy of material safety data sheet (MSDS) conforming to the requirements of 29 CFR 1910.1200(g) for each hazardous chemical utilized for permanent and consumable materials employed for Work of this Contract.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss, including but not limited to:

- A. All employees on the Work, the public, and other persons and entities who may be affected thereby;
- B. All the Work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
- C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

The Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and the Contractor has removed all workers, material and equipment from the construction site, or the issuance of the Certificate of Final Completion, whichever shall occur last.

Until fire protection needs are supplied by permanent facilities under this Contract, install and maintain temporary fire protection facilities. Comply with requirements of National Fire Protection Association NFPA 10 "Standard for Portable Fire Extinguishers" and NFPA 241 "Standard for Safeguarding Construction, Alteration and Demolition Operations".

The Contractor shall employ only such men as are physically fit and are free from contagious or communicable diseases.

The Contractor shall use only machinery and equipment adapted to operate with the least possible noise, and shall so conduct his operations that annoyance to occupants of nearby property and the general public will be reduced to a minimum.

The bringing of intoxicating substances onto the construction site and the use or consumption of intoxicating substances at the construction site are prohibited. It shall be the responsibility of the Contractor to insure that all employees of the Contractor and of all subcontractors, materialmen and any other persons under contract to or under the control of the Contractor shall comply with the provisions of this paragraph.

The Contractor shall daily clean up all refuse, rubbish, scrap materials and debris caused by his operations, to the end that at all times the construction site shall present a neat, orderly and workmanlike appearance. Before the Certificate of Final Completion of Work will be issued, the Contractor shall remove all surplus materials, falsework, temporary fences and other temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations and shall put the construction site in a neat, orderly condition.

In the event the Contractor encounters at the construction site, material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or any other hazardous material not shown on the Contract Drawings or mentioned in the Specifications, the Contractor shall immediately stop Work in the area affected and report the condition in writing to the Engineer. Work in the affected area shall not thereafter be resumed by the Contractor except upon the issuance of a written order to that effect from the Engineer.

Within 15 days of the acceptance of his Proposal, the Contractor shall submit to the Engineer for review, the Contractor's Site Safety Program, which shall be specific for the construction site and include a description of the Work to be performed, a hazard assessment of the Work to be performed and the means by which such hazards shall be mitigated. The Contractor's Site Safety Program shall comply with all applicable federal, state, municipal and local and departmental laws and shall include, among other things, the designation by the Contractor of a qualified individual to administer such Site Safety Program.

85. RECYCLING OF CONSTRUCTION DEBRIS MATERIAL

The Contractor shall remove from Authority property all construction debris, demolition debris and other debris material generated from the performance of the Work of this Contract unless the material is deemed acceptable by the Engineer for on-site re-use or recycling in accordance with the technical requirements of this Contract and remains at the Work site. The Contractor shall transport to recycling facilities or re-use and recycle on-site for this Contract, as applicable, no less than 75% by weight of the following types of designated debris material, to the extent arising from the Work of this Contract:

- Asphalt Concrete
- Portland Cement Concrete
- Steel
- Excess Unrestricted Soil

During the process of removal of all such designated debris material from Authority property, the Contractor shall submit to the Engineer on a monthly basis a Designated Debris Material Assessment Summary indicating the actual types and quantities by weight of the designated debris material removed for this Contract up to that point in time. In addition, the Designated Debris Material Assessment Summary shall also include types and quantities by weight of designated debris material actually re-used or recycled on-site in this Contract or, if shown on the Contract Drawings, are stockpiled for future use by the Authority. The Designated Debris Material Assessment Summary shall be accompanied by written verification from recycling and landfill destinations identifying the originating Work site, quantity of material delivered and type of debris material for all designated debris material removed from the Work site.

Within 15 days of the acceptance of his Proposal, the Contractor shall submit to the Engineer for review the Contractor's Designated Debris Material Assessment Plan indicating the anticipated types and anticipated quantities by weight and the intended destinations for all such designated debris material to be removed from the Work site. The Designated Debris Material Assessment Plan shall also indicate anticipated types and anticipated quantities by weight of all such designated debris material to remain at the Work site for re-use or recycling in this Contract as applicable.

All removals shall be completed promptly upon the completion of construction under this Contract.

86. DAILY PROGRESS, EQUIPMENT AND LABOR REPORTS

The Contractor shall furnish to the Engineer at the end of each day Work is performed at the construction site, a memorandum showing for that day (a) the construction performed, (b) the type of equipment used identifying each piece of equipment as owned by the Contractor or rented from others; (c) a statement of any unusual happening that occurred, and (d) the names and number of workers in each trade classification that were employed. Such memorandum shall not be deemed to be a substitute for the notices, time slips, memoranda or other data required under the clauses of the Form of Contract relating to compensation for Extra Work.

87. LAWS AND ORDINANCES

In order to effectuate the policy of the Authority, the Contractor shall comply with all provisions of federal, state, municipal, local and departmental laws, ordinances, rules, regulations and orders which would affect the Contract and the performance thereof and those engaged therein if said Contract were being performed for a private corporation, except where stricter requirements are contained in the Specifications or Contract Drawings, in which event the latter requirements shall apply. However, the Contractor shall not apply for any permits, licenses or variances in the name of or on behalf of the Authority, but shall do so in his own name where required by law, regulation or order or by the immediately preceding sentence. Nor shall the Contractor apply for any variance in his own name without first obtaining the approval of the Authority.

The Port Authority has applied for the following permit in connection with this Contract in its own name:

A.	New York City Department of Transportation, Building Operation Permit
----	---

The Contractor shall comply with all provisions of the said permit, which is attached hereto and made a part hereof as Appendix A Permit.

88. IDENTIFICATION

No person will be permitted on or about the construction site without a pass, permit or identification badge approved by the Engineer. The Contractor shall provide such passes, permits or identification badges for his employees, subcontractors and materialmen whenever necessary. Identification badges shall be worn in a conspicuous and clearly visible position by all employees of the Contractor whenever they are working at the construction site.

89. SIGNS

No advertisement or sign, other than the name and address of the Contractor, will be permitted on any fences, temporary structures or elsewhere on the construction site and such advertisement will be permitted only upon the condition that it is first approved by the Engineer. In any event, the advertisement shall not exceed six feet by eight feet in overall dimensions.

90. CONTRACTOR'S FIELD OFFICE AND REPRESENTATIVE

At a readily accessible point on or near the construction site, the Contractor shall maintain a field office provided with a telephone.

During the performance of any Work at the construction site, the Contractor shall have a representative thereat who shall be authorized by the Contractor to receive and put into effect promptly all orders, directions and instructions from the Engineer. The Contractor's representative shall be provided, at all times, with a conformed copy of this Contract and a set of the Contract Drawings.

Orders and directions may be given orally by the Engineer and shall be received and promptly obeyed by the Contractor or his representative or any superintendent, foreman or other employee of the Contractor who may have charge of the particular part of the Work in relation to which the orders or directions are given. A confirmation in writing of such orders or directions will be given by the Engineer when so requested by the Contractor.

91. SURVEYS

The Engineer will establish a bench mark and a base line at or adjacent to the location of the Contractor's operations. The Contractor shall perform all surveys which may be required for the performance of the Contract. He shall carefully preserve any base line and bench mark which may be established by the Engineer.

The Contractor shall, in addition, furnish to the Engineer, without additional compensation therefor, any or all information and data regarding points, lines, grades, elevations and other survey information established by the Contractor during the performance of the Contract.

Surveys and measurements of quantities for purposes of computing Contractor's compensation shall be made by the Contractor as directed by and in the presence of, or jointly with, the Engineer, at the Engineer's option. Computations of quantities for payment shall be made by the Contractor and shall be subject to the approval of the Engineer.

92. TEMPORARY STRUCTURES

Unless otherwise provided in this Contract, the Contractor shall determine the need for and shall design, furnish and construct all barricades, fences, staging, falsework, formwork, shoring, scaffolding and other temporary structures required in the performance of the Contract, whether or not of the type enumerated in the Specifications or on the Contract Drawings, including those which would be required by law or regulation if this Contract were being performed for a private corporation. All such temporary structures shall be of adequate strength for the purposes for which they are constructed and shall be provided with graphics, warning signs and warning lights as required to inform personnel and the public of the hazards being protected against, and the Contractor shall maintain them in satisfactory condition. The design and drawings for such structures shall be prepared by the Contractor utilizing a professional engineer licensed in the state where the structure will be constructed, and when requested by the Engineer they shall be submitted for his review before being used.

The Contractor shall ensure that each temporary structure is inspected by the professional engineer who designed the temporary structure prior to initial use and submit a schedule of periodic inspections to be performed by such professional engineer to the Engineer for review. The number of periodic inspections of temporary structures to be performed by the professional engineer shall be the minimum required by law or regulation if this Contract were being performed for a private corporation. The Contractor shall also submit a signed and sealed statement of inspection from the professional engineer performing the inspection of the temporary structure, including a statement of fitness for use for the intended purpose of the temporary structure, to the Engineer for review.

Neither such approval, however, nor any requirements of the Engineer, the Specifications or the Contract Drawings shall relieve the Contractor of his responsibility for the design, construction and use of the temporary structures or from any obligations and risks imposed on him under this Contract, and any such approval or requirements shall be deemed merely to relate to minimum standards and not to indicate that the temporary structures are adequate or that they meet the Contractor's obligations under this Contract.

Temporary structures shall be painted with an approved dark color paint and shall be repainted whenever necessary during the period that the Contract is being performed. Upon completion of all Work under this Contract, the temporary structures shall be removed from the construction site.

93. PERMIT AND REQUIREMENTS FOR WELDING

Prior to the commencement of any cutting or welding operations at the construction site, the Contractor shall notify the Engineer and obtain an Authority cutting and welding permit. The Authority will issue this permit without payment of a fee, and application forms may be obtained from any Resident Engineer of the Authority, at his office at the facility. Unless otherwise approved by the Engineer, all cutting and welding operations shall be performed in accordance with the conditions which form a part of said permit. The permit application must be filled out and submitted in duplicate to the Engineer at least forty-eight hours prior to commencing welding or cutting operations at the construction site.

94. FINAL INSPECTION

When, in the opinion of the Contractor, the construction is completed and ready for final inspection, he shall so notify the Engineer in writing and the Engineer will give said construction (including any portions with respect to which Certificates of Partial Completion have been issued) a minute and thorough inspection. Before any Certificate of Final Completion will be issued, any defects or omissions noted on this inspection must be corrected by the Contractor.

95. WARRANTIES

The Specifications may provide for certain warranties of portions of the permanent construction. These warranties are intended for the greater assurance of the Authority and not as a substitute for rights which the Authority might otherwise have. Although such warranties shall be enforceable as provided, neither any requirement of this Contract with respect to warranties by the Contractor nor any guarantee or warranty given to the Contractor or the Authority by any manufacturer shall be deemed to be a limitation upon any rights which the Authority would have, either expressed or implied, in the absence of such guarantees or warranties.

96. REQUIREMENTS FOR CRANES AND DERRICKS

During the performance of Work at the construction site, the use by the Contractor or its subcontractors of power operated cranes and derricks for hoisting and/or rigging purposes; or for construction, alteration, demolition, excavation and maintenance purposes, including highways or sewers; or for the installation of piles; or for the hoisting or lowering of any article on the outside of any building or structure shall be subject to the approval of the Engineer in accordance with this numbered clause.

- A. Determinations will be made in writing by the Engineer on whether cranes and other such equipment meeting certain criteria shall be exempt from all or part of the requirements herein. Such determinations shall in no way relieve the Contractor from conformance with all applicable requirements of this clause and governing codes including the possession of a valid operator's license subject to verification by the Engineer.
- 1.) The following equipment will be considered for full exemption, which means exempt from B., C., D., E., F., G. and H. below:

- a. Excavating or earth-moving equipment, except cranes used with clamshells.
 - b. Augurs, churn-drills, and other drilling equipment not used for the hoisting of any objects.
 - c. Mobile cranes, including jibs and any other extensions to the boom, not exceeding 50 feet in length, and with a manufacturer's rated capacity of 3 tons or less.
 - d. Mobile cranes, including jibs and any other extensions to the boom, exceeding 50 feet but not exceeding 135 feet in length, and with a manufacturer's rated capacity of 3 tons or less used exclusively as a man-basket.
 - e. Hoisting Machines permanently mounted on the bed of material delivery trucks that are used exclusively for the loading and unloading of such trucks, provided that the length of boom does not exceed the length of the truck bed by more than 5 feet, and any material transported thereon shall not be raised more than 2 feet in the unloading process.
 - f. Derricks having a manufacturer's rated capacity not exceeding 1 ton.
 - g. Mechanics trucks with a hoisting device used in activities related to the maintenance and repair of construction related equipment.
 - h. Articulating boom cranes that do not have an integral hoisting mechanism and that are used exclusively for the loading and unloading of trucks or trailers, provided that the length of boom does not exceed 135 feet, and that any material transported thereon shall not be raised more than 100 feet in the unloading process.
- 2.) The following equipment will be considered for partial exemption, which means exempt from B.4.), C.2.), C.4.) and D. below:
- a. Cranes with less than 160 feet combined boom/jib length to be used for a period not exceeding 24 hours, operated entirely within Authority property, and at a location at least one boom/jib length away from all Authority property.
 - b. Service cranes and clamshells with a boom length of 110 feet or less to be operated entirely within Authority property and at a location that does not require the moving of any load over a roadway or sidewalk.
 - c. Pile drivers or clamshells used entirely within Authority property with a soil bearing pressure not exceeding 500 pounds per square foot.
 - d. Mobile cranes, including jibs and any other extensions to the boom, exceeding 50 feet but not exceeding 135 feet in length, and with a manufacturer's rated capacity of 3 tons or less.
- B. For each crane or derrick not considered fully exempt by the Engineer, submit the following forms to the Engineer prior to delivery of the crane or derrick to the construction site: (See E. below for all forms)

- 1.) A copy of a current and valid Form CD-2, entitled "Crane/Derrick/Mobile Work Platform – Approval and Operation Application/Certificate", Revised 08/15/05, as issued by the New York City Department of Buildings - Cranes & Derricks Division, hereinafter called "NYCDOB-C&D". Form CD-2 shall bear the approval stamp of NYCDOB-C&D as a "Temporary Certificate of Approval/Temporary Certificate of Operation," and shall include an expiration date, a legible CD Number, and an authorized signature from a representative of NYCDOB-C&D. In the event that such approved Form CD-2 is not available, the Contractor shall ensure that the owner of the crane or derrick files a Form CD-2 directly with NYCDOB-C&D. Submit to the Engineer proof of the filing, a copy of the completed Form CD-2, and an "acceptable to operate" inspection report issued by NYCDOB-C&D.
 - 2.) A fully executed Form CD-11, entitled "Equipment Owner Identification Form", Revised 12/03, as issued by NYCDOB-C&D.
 - 3.) A fully executed Form CD-16, Statement of Notification to Community Boards.
 - 4.) A fully executed Form CD-4, entitled "Crane/Derrick/Mobile Work Platform – On-Site Inspection Application/Certificate", Revised 12/03, as issued by NYCDOB-C&D. Form CD-4 shall be accompanied by drawings and calculations, all signed and sealed by a Professional Engineer licensed in the state of New York. The drawings and calculations shall clearly indicate the following:
 - a. Location of each crane or derrick.
 - b. All pertinent features of the site.
 - c. Supporting platforms and structures.
 - d. Swing and reach of each crane or derrick.
 - 5.) If the crane or derrick position is within two hundred feet (200') of an NYC subway line or facility, approval from New York City Transit ("NYCTA") is required prior to the placement, assembly, or erection of the crane or derrick. In such cases, a Certificate of On-Site Inspection cannot be issued without NYCTA written approval.

Upon the review and acceptance in writing by the Engineer of all of the above submissions, the crane or derrick will be permitted to enter the construction site. Coordinate all such deliveries with the Engineer.
- C. Upon delivery to the construction site for cranes or derricks considered by the Engineer to be fully or partially exempt, submit the following in accordance with A. above. For all other cranes or derricks, submit all of the following to the Engineer:
- 1.) Names, classifications, and license numbers of each crane or derrick operator and the master, tower, or climber crane rigger.
 - 2.) For cranes or derricks to be operated solely on Authority property, file Form CD-8, entitled "Technical Report – Statement of Responsibility", Revised 12/03, as issued by the NYCDOB-C&D. Form CD-8 shall be completed in its entirety with the exception of Box #5B, and signed and sealed by a Professional Engineer licensed in the state of New York in Box #5A.

Upon review and acceptance by the Engineer of all submitted drawings and associated documentation specified above, the Contractor will be permitted to place and/or assemble the crane or derrick at the construction site, with the exception of tower or climber cranes. For tower or climber cranes, additional submittals and inspections shall be required as specified in 4.) below.

- 3.) For cranes or derricks to be operated on other than Authority property, file all forms, drawings and associated documentation directly with NYCDOB-C&D. Upon the submission to the Engineer of a current and valid "Certificate of On-Site Inspection" as issued by NYCDOB-C&D, will the Contractor be permitted to assemble or erect the crane or derrick at the construction site.
- 4.) For tower or climber cranes, in addition to the documentation in B. and C. above, submit the following to the Engineer:

- a. A fully executed Form CD-7, entitled "Notification of Erecting or Dismantling of Climber or Tower Crane", Revised 07/07. Form CD-7 shall be accompanied by a copy of the license of each master or tower rigger designated to supervise the erection of the crane and all associated documentation required to ensure compliance with the manufacturer's recommendations. Form CD-7 shall also be accompanied by signed and sealed drawings by a Professional Engineer licensed in the state of New York for the erection, jumping, climbing and dismantling of the tower or climber crane. Documentation and drawings shall include the following:
- (i) Serial number identification of equipment to be used for all rigging and lifting operations including all machines to be used for erection or dismantling.
 - (ii) Detailed listing of assemblies and components required for erection and dismantling of rigging and lifting equipment, including but not limited to lifting frame, climbing hydraulic cylinders, upper basket, lower basket, outriggers, communication system, tie-downs, dogs, horn, lights and weathervane.
 - (iii) Location of rigging and lifting equipment, assist cranes, sidewalk sheds, surrounding buildings, protection for their roofs and pick-up points, loads, and radius of swing of all loads. In addition, submit to the Engineer the safe load from the crane manufacturer's approved load radius chart for lift radius.
 - (iv) Weight list certified by the crane manufacturer listing all assemblies and components to be lifted. All components shall be clearly marked with their weight painted on the assembly, or stamped on metal tags attached to the assembly. In lieu of an equipment manufacturer's certification, submit documentation signed and sealed by a Professional Engineer licensed in the state of New York certifying the weight list and indicating how such weights were determined.
 - (v) Locations of the centers of gravity for all asymmetrical components.
 - (vi) Sequence of operation detailing erection, jumping, climbing and dismantling, along with the rigging materials to be used in such operations.
 - (vii) Written certification by a Professional Engineer licensed in the state of New York that all safety devices on each crane to be used in the erection, jumping, climbing and dismantling operations have been calibrated in accordance with the crane manufacturer's recommendations.
 - (viii) Names, license numbers (as applicable) and contact information for each licensed rigger, rigger foreman, site safety manager, crane safety coordinator and entity performing the erection, jumping, climbing, and/or dismantling Work.
 - (ix) Load test procedure signed and sealed by a Professional Engineer licensed in the state of New York identifying the weights to be used and the load moment and line pull testing to be conducted in accordance with b. below.

- b. A load test shall be conducted on each tower or climbing crane by a Professional Engineer licensed in the state of New York in accordance with the load test procedure submitted under (x) above. Upon completion of the load test and determination that the results are satisfactory, submit to the Engineer the signed and sealed report certifying acceptance of the results by the Professional Engineer licensed in the state of New York.
- c. A fully executed Form CD-12, entitled "Designation of Safety Coordinator" Revised 12/03, as issued by NYCDOB-C&D.
- d. A signed and sealed report documenting the results of the field inspection of the crane in the "unassembled state (for cranes delivered in the unassembled state)" performed by a Professional Engineer licensed in the state of New York and certifying that all crane parts are in satisfactory condition, and acceptable for assembly and erection.
- e. A copy of the Safety Coordination Meeting Log as stipulated in Section BC 3319 entitled "Cranes and Derricks," of the Building Code for the City of New York (BCCNY) (3319.8.2 through 3319.8.8, and 3319.10.2). The Contractor shall conduct the safety coordination meeting within the week prior to the erection, jumping, climbing, or dismantling of a tower or climber crane in accordance with BCCNY and notify the Engineer one week prior to the meeting.

Upon review and acceptance by the Engineer of all documentation in B. and C. above, the Contractor will be permitted to erect the tower or climber crane at the construction site.

- D. Prior to the use and/or operation of each crane or derrick, including tower or climber cranes, at the construction site when the crane or derrick will be operated solely on Authority property, complete the following:
 - 1.) Performance of a field inspection of the crane or derrick in the "assembled state" by a Professional Engineer licensed in the state of New York in accordance with BCCNY Reference Standard RS 19-2 including the verification, inspection, and certification of the following:

- a. That the crane or derrick has a current and valid Form CD-2 as issued by NYCDOB-C&D for the configuration to be used at the construction site.
- b. That the support, dunnage, configuration and location of the crane or derrick have been constructed and positioned in accordance with the drawings and calculations submitted to the Engineer with Form CD-4.
- c. That the crane or derrick is in working order and there is no visible damage including, but not limited to, the following items:
 - (i) Bent or missing lacings
 - (ii) Pins are properly installed and have no visible fatigue
 - (iii) Maladjustment of control mechanisms interfering with proper operation
 - (iv) Excessive wear of control mechanisms components and contamination by lubricants or other foreign matter
 - (v) Malfunction of operational aids
 - (vi) Hydraulic hoses
 - (vii) Deformation, chemical damage, cracks and wear of hooks and latches
 - (viii) Rope reeving for compliance with crane manufacturer's specifications
 - (ix) Malfunction and excessive deterioration of electrical apparatus and accumulation of dirt and moisture
 - (x) Hydraulic system for proper oil level
 - (xi) Tires for recommended inflation pressure

Upon the completion of the field inspection and the determination that the crane or derrick is sound and has been assembled and positioned in accordance with the drawings and calculations submitted to the Engineer with Forms CD-4 and CD-7, submit to the Engineer both a signed and sealed inspection report certifying conformance by the Professional Engineer licensed in the state of New York and a fully executed Form CD-8, signed and sealed in Box #5B.

- 2.) For tower or climber cranes, in addition to the above, procure the services of a New York State Licensed Surveyor to perform a plumbness survey, a licensed testing laboratory to perform anchor bolt pull-out testing, and a licensed rigger to certify compliance with the manufacturers bolt torque values connecting sections. Submit to the Engineer a fully executed Form CD-6, entitled "Crane / Derrick and Work Platform – Plumbness And Torque Notification/Anchor Bolt Pull Out Test" Revised 12/03, as issued by NYCDOB-C&D.

Upon the review and acceptance by the Engineer of a signed and sealed inspection report and Final Form CD-8 (and Form CD-6 for tower and climber cranes), the Contractor will be permitted to use and operate the crane or derrick. Form CD-4 and Final Form CD-8 (and Form CD-6 for tower and climber cranes), as accepted by the Engineer will constitute the "Certificate of On-Site Inspection."

- E. The forms issued by the NYCDOB-C&D listed below can be found on the following website:

www.nyc.gov/html/dob/downloads/pdf/cd

CD-2 - Crane/Derrick/Mobile Work Platform – Approval and Operation Application/ Certificate, Revised 08/15/05

CD-4- Crane/Derrick/Mobile Work Platform – On-Site Inspection Application/ Certificate, Revised 12/03

CD-6- Crane/Derrick and Work Platform – Plumbness And Torque Notification/Anchor Bolt Pull Out Test, Revised 12/03

CD-7- Notification of Erecting or Dismantling of Climber or Tower Crane, Revised 07/07

CD-8- Technical Report – Statement of Responsibility, Revised 12/03

CD-11- Equipment Owner Identification Form, Revised 12/03

CD-12- Designation of Safety Coordinator, Revised 12/03

CD-16- Statement of Notification to Community Boards

CD-22- Inspection Request for Assembled/Unassembled Crane, Derricks, and Mobile Work Platforms revised 10/05

- F. If Form CD-2 issued by the NYCDOB-C&D expires while the crane or derrick is in use at the construction site on Authority property, the Contractor shall ensure that the owner of the crane or derrick files all renewals and/or extensions directly with NYCDOB-C&D. Submit proof of the filing along with a copy of the completed Form CD-2 to the Engineer. Upon receipt of any such renewals or extensions issued by NYCDOB-C&D, submit copies to the Engineer.
- G. The estimated review time for all crane and derrick submissions to the Engineer is five (5) business days. If the Contractor has not received any reply by the fourth day of the review, contact the Engineer.
- H. The NYCDOB-C&D issues a letter of deficiency to the Authority or stop work order to the Contractor while the crane or derrick is on Authority property, the Contractor shall cooperate fully with the NYCDOB-C&D to ensure that all acceptable corrective actions will be taken immediately. Keep the Engineer advised during the performance of all remedial Work.

97. TEMPORARY UTILITY SERVICES

Operate and maintain temporary services and facilities in a safe and efficient manner. Modify as required throughout progress of the Contract, and remove from Authority property when no longer required, or replaced by the use of completed permanent facilities as approved by the Engineer.

Heat is not available at the construction site. Provide temporary heat as required to maintain environmental conditions to facilitate progress of the Work and to protect materials and finishes from damage due to temperature and humidity. Temporary heating units shall be vented self-contained units with individual space thermostatic control, shall be UL tested and approved for the fuel being consumed, shall be installed in accordance with ANSI A10.10 "Safety Requirements for Temporary and Portable Space Heating Devices and Equipment Used in the Construction Industry", and shall be approved by the Engineer. Use of gasoline burning space heaters, open flame, or salamander type heating units is prohibited. The Contractor shall pay costs of installation, maintenance, operation, removal and for fuel consumed.

Electricity is available at the construction site for the Contractor's use, subject to such conditions and precautions upon its use as may be imposed by the Engineer. The Authority will pay the cost of power used. Provide connections to existing facilities and size to provide service required for small tools and lighting. Install circuit and branch wiring with ground-fault protection, with area distribution boxes for plug-in connection of construction-type power cords. The Contractor shall pay all costs of installation, maintenance, operation and removal of temporary service connections.

Water for construction purposes is available at the construction site, subject to such conditions and precautions upon its use as may be imposed by the Engineer. The Authority will pay the cost for water used. Provide connections to existing facilities, and extend with branch piping, taps and hoses as required. Protect piping and fittings against freezing. The Contractor shall pay all costs of installation, maintenance, operation and removal for temporary service connections.

98. TEMPORARY SANITARY FACILITIES

The Authority will permit use of existing toilet facilities at the construction site at the locations(s) shown on the Contract Drawings, or if not shown, as designated by the Engineer. The Contractor shall supply all disposable materials and clean and maintain such facilities in a manner acceptable to the Engineer.

99. LEAD COST SUMMARY SUBMITTAL

Upon satisfactory completion of Lead removal Work under this Contract, submit a Summary of Lead Removal and Disposal Costs on the form bound herewith, with all spaces filled in without exception. Such summary shall include costs associated with the Work computed in accordance with the stipulations of the clauses contained in CHAPTER II of the Form of Contract.

**THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
SUMMARY OF LEAD REMOVAL AND DISPOSAL COSTS
(FOR COMPLETED WORK)**

CONTRACTOR _____

CONTRACT NO. BT-254.128

DATE _____

FACILITY TITLE: PORT AUTHORITY BUS TERMINAL

SPECIFIC LOCATION OF REMOVAL²⁴ _____

ITEM DESCRIPTION	LEAD CONTAINING MATERIALS		
Removal ²⁵			
Encapsulation ²⁶			
Enclosures ²⁷			
Insurance ²⁸			
Replacement of Removed LCM ²⁹			
Clean up ³⁰			
On-site Monitoring of Abatement ³¹			
Disposal of LCM ³²			
Purchase of Capital Equipment ³³			
Purchase of Protective Equipment ³⁴			
TOTALS:			

²⁴ Summary tabulation shall only include the costs for the item descriptions specifically listed herein as applicable at the specific removal location described above. No information herein (whether supplied by the Authority or the Contractor) and no information deduced from information hereon, including quantities of materials or work, shall be deemed to vary, alter or modify any provision of the Contract, including provisions therein as to compensation and performance. The items of materials or work contained hereon shall not be deemed to be an exhaustive list of the items of materials or work required by the Contract Drawings and Specifications in their present form.

²⁵ Include actual labor costs for removal of lead containing material (LCM).

²⁶ Include actual labor costs for encapsulation of lead containing material.

²⁷ Include actual labor costs for enclosure of lead containing material.

²⁸ Include all premiums directly related to Work of this Contract only.

²⁹ Include actual labor costs for repainting with substitute material and actual material cost.

³⁰ Include actual labor costs for, e.g., HEPA vacuuming, assembly of discarded materials and abated lead at Work site and preparation of materials for disposal.

³¹ Include actual costs of air monitoring and analysis.

³² Include actual costs for hauling and disposal in accordance with applicable Specification Sections.

³³ Include actual costs for purchase of capital equipment, e.g., negative air pumps and tools, if directly related to this Contract.

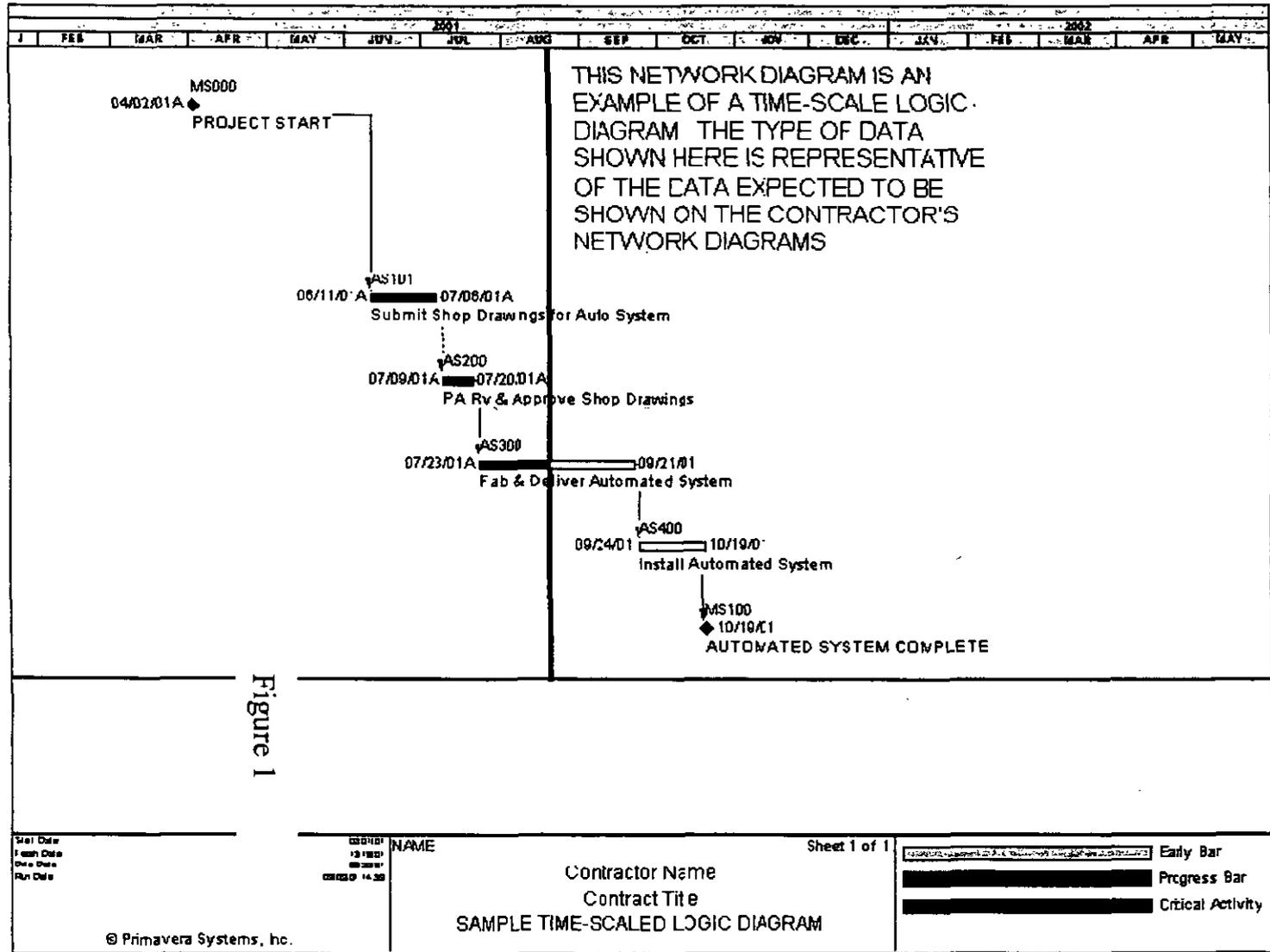
³⁴ Include actual costs for purchase of protective equipment, e.g., "Tyvek" suits, masks, HEPA filters, amended water, and plastic sheeting if directly related to this Contract.

100. PROGRESS SCHEDULE

A. Schedule Requirements

- 1.) The Contractor shall, at his own expense, prepare, maintain and update detailed electronic progress schedules for the Engineer's review and approval. All submittals required herein shall be in the form and content stipulated in this Section. Each progress schedule shall bear the signature of the Contractor's authorized representative. The progress schedules/graphics required by this Contract shall be produced using the latest version of Oracle – Primavera P6 scheduling software.
- 2.) The schedule shall be prepared by a scheduler who is an employee of the Contractor with 3 (three) years minimum experience in the development and updating of Critical Path Method schedule networks for projects of a complexity comparable to this Contract, or by an outside entity with similar experience specializing in project controls. The Contractor's senior management personnel shall actively participate in the development and updating of the schedule.
- 3.) Progress schedules shall be sufficiently detailed to accurately depict all the Work and milestones (including acquisition of any required permits, design progress, procurement of subcontractors, key submittals and approvals, materials procurement and construction activities performed by the Contractor and his subcontractors) and shall graphically represent the logical sequence and duration of activities, all in accordance with the requirements of the Contract. The information provided in progress schedules shall also include, but not be limited to, the interdependencies between the Contractors' Activities and all other Activities required for the successful completion of the Contract, e.g., those to be performed by utility companies or by other entities. All Milestone dates specified in the Contract shall be represented in the schedule by Milestone activities that are logically interrelated to the Work that must be accomplished in order to achieve the Milestone.
- 4.) All activities, except the Contract Start Milestone and Contract Completion Milestone shall be linked to predecessor(s) and successor(s).
- 5.) The Contractor's schedule shall incorporate the Activity Code Structure shown in Attachment A, and such other coding as may be required by the Engineer.
- 6.) The Contractor shall load construction activities with budget information and shall identify the cost to perform Work for each construction and management activity. The sum of the costs assigned to all activities shall be equal to the Contract value. No activity costs shall be assigned to the preparation and review of submittals and materials fabrication or procurement.
- 7.) To assist the Contractor in preparing its progress schedule, a sample Network Diagram is shown in Figure 1. The sample is intended merely as an example of a format for the Contractor's guidance. The types of data shown are the types of data expected to be shown on the Contractor's Network Diagram. However, the information presented in the sample Network Diagram shall not be misinterpreted as either representing a plan for the Contractor's Network Diagram or a depiction of the level of detail which will be required in such diagram.

- 8.) The submittal of Progress Schedules under this Section shall not be deemed to be a substitute for the reporting requirements of the Section of Division 1 entitled "Daily Progress, Equipment and Labor Reports".



B. Schedule Terminology

Schedule terminology used in this Contract shall have the meaning described below:

- 1.) **Activity:** A discrete item of Work with a Duration that can be clearly defined; a synonym for task. Unless otherwise permitted in writing by the Engineer, an activity's duration shall be not more than 14 calendar days or 10 working days except for non-construction activities, such as procurement cycles, material delivery, soil consolidation, etc. Each activity (task) description shall clearly identify the Work to be performed. No two or more activities in the schedule shall have exactly the same description.
- 2.) **Activity Codes:** Activity Codes allow each activity to be grouped into specific classifications such as area, responsibility, phase, system, or location. The codes consist of specific values and descriptive titles that are entered into the data dictionary of the scheduling software. Activities shall be assigned specific Activity Codes as appropriate.
- 3.) **Alternative Solutions:** Analyses of various options for dealing with encountered or anticipated Contract problems. Alternative solutions shall be developed to assist in determining the best method(s) of preventing or correcting any impediments to the progress of the Work. Alternative Solutions analysis shall indicate impacts on scheduling and resources.
- 4.) **Analysis Report:** A report that displays the impacts of all variances reported in the Current Progress Schedule. The Analysis Report focuses attention on the impacts of variances between planned and actual performance, so as to support an assessment of such impacts. The Analysis Report shall include Alternative Solutions.
- 5.) **Bar Chart:** A schedule display designed to complement the Network Diagram. The Bar Chart is a traditional Gantt chart to which the Early Start Dates, Early Finish Dates, Late Start Dates, Late Finish Dates and Critical Path have been added.
- 6.) **Calendar:** A calendar defines when Work on an activity can occur (i.e. Mon – Fri for a standard Work week). Activities shall be assigned to a calendar that represents the planned Work days. The calendar shall incorporate the Authority holidays listed below. The use of multiple calendars will be permitted.

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Memorial Day
Independence Day
Labor Day

Columbus Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

- 7.) **Constraint:** A constraint is a restriction imposed on the start or finish of an activity or the Contract. An example of the use of constraints is the imposition of a "finish no later than" constraint³⁵ on the Contract Completion Milestone that is equal to the Contract completion date. This constraint facilitates the identification of activities that control or do not support the completion date. Constraints shall be limited to start and finish constraints on milestone activities that represent critical Contract dates, unless otherwise approved by the Engineer in writing.
- 8.) **Critical Path:** The longest path through the network in estimated total elapsed time from the start of the first Activity through the completion of the last Activity. The Critical Path consists of a series of Activities which must be completed on their scheduled completion dates in order for the Contract to be completed on schedule.
- 9.) **Current Progress Schedule:** The most recent progress schedule which has been approved by the Engineer. The Original Baseline Schedule shall be referred to as "Revision 0". Each time a different Current Progress Schedule is accepted by the Engineer, the revision number shall be increased by 1 and the old schedule shall be electronically archived so as to permit an audit trail.
- 10.) **Duration:** The estimated and/or actual length of time required to fully perform a specific Activity. The Duration for construction activities shall be expressed in Work days.
- 11.) **Early Finish Date:** The date upon which an Activity can be completed if it is begun on the Early Start Date.
- 12.) **Early Start Date:** The earliest date upon which an Activity can begin.
- 13.) **Hammock:** A hammock activity summarizing the early and late dates of a set of activities is used for reporting durations of groups of important activities. An activity shall be designated as a hammock by selecting Hammock as the activity type in the Primavera activity form.
- 14.) **Lag:** The interval between the completion of a Predecessor Activity and the start of a Successor Activity. For example, ten days of positive Lag will cause the Successor Activity to begin ten days after the Predecessor Activity has been completed. Negative Lag will cause the Activities to overlap. The amount of Lag between each Activity shall be clearly represented on the Network Diagram.
- 15.) **Late Finish Date:** The latest date by which an Activity shall be completed if the succeeding Activity is to be started on schedule.
- 16.) **Late Start Date:** The latest date by which an Activity shall be started to allow completion by the Late Finish Date.
- 17.) **Milestone:** A significant point in the performance of the Work. A milestone has no Duration, and represents the start of a portion of the Work or the completion of a portion of the Work. A milestone may also represent either the beginning or the completion of a task or action being performed by entities other than the Contractor (e.g., obtaining a permit, notification to proceed with certain Work, etc.).

³⁵

A late finish or "finish no later than" constraint limits the latest time an activity can complete

- 18.) **Negative Float:** The amount of time that the planned completion date of an Activity is later than its required (Late Finish) date. An Activity with Negative Float must be completed ahead of schedule if the Work is to be completed on time. Negative Float usually indicates the need for corrective and/or preventive action to complete the Work on schedule.
- 19.) **Network Diagram:** A logic diagram prepared according to the Precedence Diagram Method, which displays each Activity required for the performance of the Contract in the sequence in which it is to be performed with appropriate logic ties between activities displayed.
- 20.) **Original Baseline Schedule:** The detailed progress schedule first approved by the Engineer as specified herein. All performance of Work will be measured against the Original Baseline Schedule.
- 21.) **Precedence Diagram Method (PDM):** A particular type of graphic representation of all Activities and Constraints. The Activities are represented by nodes; the Constraints are represented by lines between nodes. A sample PDM Network Diagram is shown in Figure 1 of this Section.
- 22.) **Predecessor Activity:** The partial or full completion of an Activity which is a prerequisite to commencement of another Activity.
- 23.) **Relationship:** A logic tie between two activities representing restrictions on the start or completion of the subsequent activity. Relationships may cause either positive or negative lag. The four basic types of relationships are finish to start, start to start, finish to finish and start to finish.
- 24.) **Successor Activity:** An Activity which cannot be started or completed without the prior partial or full completion of a Predecessor Activity.
- 25.) **Total Float:** The amount of time by which an Activity or series of Activities may be delayed without affecting the date of completion of the Work. Total Float is not for exclusive use or benefit of either the Contractor or the Authority but shall be used for the benefit of the Work in such manner as the Engineer may in his discretion decide. Use of float suppression and manipulation techniques, such as preferential sequencing, lag logic restraints, inflated activity duration and/or constrained dates, other than as may be required by the Contract, shall be cause for rejection of the Original Baseline Schedule and any subsequent schedule revisions and updates.

C. Schedule Submittal, Review & Approval Process

1.) Baseline Schedule

- a. Within forty five (45) calendar days of the acceptance of the Contractor's Proposal, the Contractor shall submit a proposed Baseline Schedule containing the Contractor's projected plan and schedule to complete all Work required by the Contract within the time(s) for completion required by the Contract. A schedule showing time(s) for completion later than those required by the Contract will not be accepted.
- b. The Engineer will review the Baseline Schedule and return it to the Contractor with comments, or accept it as the Original Baseline Schedule, within fifteen (15) calendar days. The Contractor shall participate in any meetings called to resolve issues with the schedule.
- c. If it is not accepted, the Contractor shall revise the Baseline Schedule in accordance with the Engineer's comments and resubmit it for the Engineer's approval within fifteen (15) calendar days of the receipt by the Contractor of the Engineer's comments. Until such time as acceptance of the Baseline Schedule by the Engineer, the Contractor shall continue to resubmit the Baseline Schedule as directed by the Engineer within the same time frame and in the same format as the initial resubmission.
- d. After the approval of the Original Baseline Schedule, no changes shall be made therein without the written approval of the Engineer. No other act or omission on the part of the Engineer shall be deemed to constitute such approval. The Contractor shall not be entitled to any damages by reason of the failure of the Engineer to give timely approval or comments on any progress schedule submitted hereunder.

2.) Progress Schedule Updates

- a. The Contractor shall submit to the Engineer not less frequently than once a month, on a date specified by the Engineer, an updated Current Progress Schedule. The Engineer may require that the Contractor also include scheduling updates with his monthly payment request. Schedule updates shall status the actual performance and progress of the Work and depict any changes. Schedule updates where early start or early finish of any activity is positioned on the data line but not actualized will not be approved.
- b. If directed by the Engineer, within seven (7) calendar days after receipt by the Engineer of a updated progress schedule, the Contractor shall meet with the Engineer for the purpose of reviewing and obtaining the Engineer's approval of it.
- c. The Engineer may require the Contractor to furnish a revised update which shall include any other information he may request to assist him in evaluating the Contractor's progress, including but not limited to manpower loading charts and equipment schedules; "what-if" analysis performed in a copy of the current progress schedule, etc.

- d. In the event that the Engineer requests the Contractor to revise the updated schedule submitted, and/or to submit such additional information, the Contractor shall make the requested revisions and/or submit the updated schedule to the Engineer for approval along with the additional information requested within seven (7) calendar days of the Engineer's request.

D. Schedule Reporting Requirements

- 1.) The Original Baseline Schedule submittal shall include the following:
 - a. One PDF printout file and one Primavera file submitted electronically.
 - b. Six copies of the following output reports:
 - (i) A Schedule narrative in writing that provides a general description of the Contractor's approach to meeting the Contract goals and the Critical Path.
 - (ii) Explanation for any constrained dates.
 - (iii) A time-scale logic diagram in PDM format containing all activities displaying Activity ID, Activity Description, Calendar, original and remaining durations, percent complete, Early Dates and Total Float, and sorted by:
 - (a.) Early Start, Total Float
 - (b.) Total Float, Early Start (Critical Path report)
 - c. Supporting data showing all activities with their associated cost, budgets or estimates.
 - d. The Contractor shall electronically archive all accepted schedules.
- 2.) In addition to the reports required for the Baseline Schedule submittal, all Progress Schedule Update Reports shall include the following:

- a. A narrative comparing the current Dates to the respective Milestone Dates, describing the physical progress during the current report period, explaining plans for continuing the Work during the next report period and describing and explaining changes in crewing and construction equipment. The narrative shall also explain changes in Activity durations, logic ties and Activity Values and the reason why the changes were made.
- b. Whenever there is any delay or negative float prediction in the schedule, the Contractor shall submit an alternative solutions report that describes the delay, explains when it started and finished or is expected to finish and the basis for those dates and lists the affected schedule activities by activity ID, and he shall present reasons for the delay. Any revisions to durations or the logical sequence of Activities made to reflect these delays shall be explained. The report shall include proposed schedule recovery efforts such as multiple shifts or overtime to mitigate any potential delay to the overall Contract completion date, or request an extension of time, as appropriate.
- c. Critical Path Analysis.
- d. An Analysis Report indicating Activities and/or Milestones which are behind schedule by at least 30 calendar days (commonly evidenced by Negative Float).
- e. A report that compares the Current Progress Schedule update with the Original Baseline Schedule and prior month's accepted schedule update and lists all changes made to the schedule.

E. General Schedule Provisions

- 1.) Should the Contractor fail to comply with any provision of this Section, The Engineer shall have the right in his discretion to withhold out of any payment (final or otherwise and even though such payment has already been certified as due) such sums as he deems necessary or desirable, all as more fully provided in the clause of the Form of Contract entitled "Withholding of Payments".
- 2.) Neither the acceptance, review or approval of any progress schedule or other data submitted by the Contractor pursuant to this Section, nor any other action on the part of the Engineer under this Section shall in any way be deemed to be a representation by the Engineer that the Contractor may or will be permitted to follow a particular schedule or sequence of operations or that by following any such schedule or sequence he may or will complete the Work by the time(s) required by the Contract or by any other time(s). Nor shall the approval of any progress schedule or other such data relieve the Contractor of his obligation to complete the Contract by the time(s) required in the Contract, even though the schedule may be inconsistent with such completion.
- 3.) Any approval under this Section shall be construed merely to mean that the Engineer knew of no good reason at that time to object thereto. No acceptance, review or approval or any other action under this Section shall limit, affect or impair the Contractor's obligation to perform all Work by time(s) required by the Contract and in accordance with all other provisions of the Contract.

- 4.) The performance of the Work by the time(s) required in the Contract, after taking into account extensions to which the Contractor may be entitled under the clause of the Form of Contract entitled "Extensions of Time", may require the Contractor to perform the Work using overtime labor, additional shifts or additional plant and equipment and/or other measures at no additional cost to the Authority. The Contractor shall anticipate, avoid and mitigate the effects of all delays.
- 5.) The Engineer shall have the right at any time when in his judgment the Work is not proceeding in accordance with the approved progress schedule or at any time when it is likely that the Work might not be completed by the time(s) required in the Form of Contract even though the Contractor is proceeding in accordance with the approved progress schedule, to order the Contractor without additional compensation to employ additional shifts to increase the number of men employed, to use additional plant or equipment, or to take such other steps as may be necessary or required to assure the completion within the time(s) shown in the accepted schedule.
- 6.) No action on the part of the Contractor pursuant to this Section shall be construed as a request by him for an extension of the time(s) for completion required by the Contract. A request for an extension of time shall be deemed made only if it complies with the requirements of the clause of the Form of Contract entitled "Extensions of Time". No extension of the time(s) for completion shall be inferred because of any action, omission to act, or statement on behalf of the Engineer pursuant to this Section. Extension of time, if any, shall be granted only pursuant to the clause of the Form of Contract entitled "Extensions of Time".
- 7.) The Contractor acknowledges and agrees that he is not entitled to an extension of time for impacts that do not extend the contractual end date of the Contract.

ATTACHMENT A

MANDATORY ACTIVITY CODE STRUCTURE

- 1.) Responsibility (Authority, Contractor)
- 2.) Area (building, floor or area)
- 3.) Trade/CSI code (concrete, steel, etc as required)
- 4.) Location (3rd Fl, etc)
- 5.) Phase of Work, if applicable
- 6.) Change Order work, if applicable
- 7.) Other, as required by the Engineer

PRIMAVERA PROJECT PLANNER

Date 01/02/0 -----ACTIVITY CODES DICTIONARY----- Page 1

NAME - Project Title

CODE	VALUE	TITLE	SEQUENCE

Activity Codes:			
RESP	Responsibility		
	AE	Architect/Engineer	
	C	Contractor	
	O	Port Authority	
AREA	Area		
	G	General Area	1
	CTL	Air Traffic Control Tower	2
MILE	Milestone		
CSI	Trade/CSI Code		
	03000	Concrete	
	04000	Masonry	
	07000	Thermal & Moisture Protection	
	15000	Mechanical	
	16000	Electrical	
LOCN	Location		
PHAS	Phase		
	D	Design	1
	P	Procurement	2
	C	Construction	3
CO	Change Order Wor		
OTH	As Req'd by Engr		

101. ANALYSIS OF BID

Within fifteen calendar days after acceptance of the Proposal, the Contractor shall prepare a detailed analysis of bid on forms furnished by the Authority with all of the spaces filled in without exception, and containing such information as the Engineer may require for each of the items enumerated in such form.

102. CONDITIONS AND PRECAUTIONS

A. Construction Site Conditions:

- 1.) Notwithstanding restrictions specified elsewhere herein, during the time the Contractor is performing the Work, it may at times be necessary, because of emergency conditions, to suspend the Contractor's operations or to postpone the time at which a work area becomes available for performance of Work. Should the Contractor be specifically directed to suspend operations in a work area specified herein to be available for operations of the Contractor, or should such work area not be available by the times specified elsewhere in the Contract, and if solely because of such suspension of operations or late availability of the work area, the Contractor is necessarily kept idle at the construction site, the Contractor will be compensated as stipulated in the provisions of the Contract concerning compensation for emergency delays.
- 2.) At least 7 days but not more than 10 days prior to performing excavation, call 1-800-272-4480 and provide the information required for excavation(s) in New York and call 1-800-272-1000 and provide the information required for excavation(s) in New Jersey.
- 3.) No vehicles of the Contractor, employees of the Contractor, subcontractors, materialmen or others over whom the Contractor has control will be permitted to park in or on Authority property, except for construction vehicles which will be permitted to park at the area of Work during the times when the Work is being performed.

All vehicles, including construction vehicles and company vehicles will be required to pay the appropriate tolls for each passage or crossing of Authority facilities, or parking at Authority lots.
- 4.) Securely fasten material or construction which must be left in place between working periods in a manner approved by the Engineer so as not to be a hazard.
- 5.) Take all precautions necessary for protection of persons, traffic and property during dust or fragment generating operations, concrete mixing or placing, or other operations which may stain, soil or damage property or injure persons. Provide and erect waterproof, fire-resistant, UL labeled tarpaulins with flame-spread rating of 15 or less, or other protective enclosures as approved by the Engineer.
- 6.) Restrict smoking to areas designated by the Engineer for this purpose.
- 7.) Do not burn or bury debris of any type on Authority property, or wash waste materials down sewers or into waterways.

- 8.) Provide sound suppression devices on gasoline and diesel powered construction equipment and pneumatic tools as required to maintain noise exposures below the limits specified in the Code of Federal Regulations (CFR) 29 CFR 1926 Occupational Safety and Health Regulations for Construction (OSHA). Maintain such sound suppression devices in proper operating condition throughout the time of their use, and adjust and repair as required to maintain noise within exposure levels stipulated in 29 CFR 1926.52, Table D-2.

B. No requirement of or omission to require any precautions under this Contract shall be deemed to limit or impair any responsibility or obligation assumed by the Contractor under or in connection with this Contract and the Contractor shall at all times maintain adequate protection to safeguard the public and all persons engaged in the Work and shall take such precautions as will accomplish such end, without undue interference with the public or the operations of the Authority.

103. HOURS OF WORK AND CONSTRUCTION STAGING

A.

- 1.) Subject to all requirements stated elsewhere herein, the Work shall be performed in accordance with the following restricted hours of Work.
 - (i) Scaffolding erection on the sidewalk bridge structure, lead abatement and painting: Perform Work only between the hours of 5:00 a.m. to 10:00 p.m. daily.
 - (ii) Sidewalk bridge erection and removal: Perform Work only between the hours of 9:00 p.m. to 5:00 a.m. daily.
 - (iii) Contractor deliveries: Only between the hours of 10:00 a.m. to 4:00 p.m. daily.
- 2.) The Contractor shall submit to the Engineer, at least one week in advance, his scheduled hours of Work for each week.
- 3.) Do not perform Work at the construction site outside of these time periods or on a Federal legal holiday or a holiday of the State(s) in which the Work is being performed, unless otherwise permitted by the Engineer.

104. MAINTENANCE OF TRAFFIC AND WORK AREA PROTECTION

A. Definitions

As used in this numbered Section, and this Section only, the terms used herein shall have the following meaning:

- 1.) The terms "Traffic Lane", "Lane", "Active Roadway", "Street", and "Roadway" shall mean, in addition to the normally traveled pavement areas, other areas including but not limited to ramp terminal gore areas, roadway shoulders and all other areas that may foreseeably be occupied by moving vehicles.
- 2.) "Flashing Arrow Sign Unit" (FASU) shall mean an engine/generator-, solar- or battery-powered flashing light sign with lights displayed in the shape of an arrow.

- 3.) "Nighttime " shall mean the local time period between 1/2 hour after sunset to 1/2 hour before sunrise.
- 4.) "Slow-Moving Vehicles" shall mean vehicles or equipment that travel at or under a speed corresponding to 15 mph less than the posted speed limit.
- 5.) "Work Area" shall mean the area immediately surrounding the Work in progress, typically where workers are afoot, and/or the space within a Roadway where Work on the Roadway is being done by the Contractor.

B. General Requirements

Conform to requirements of this numbered Section, the Contract Drawings and the following:

- 1.) Portions of the latest editions, including all amendments thereto, of the Federal Highway Administration (FHWA): "Manual on Uniform Traffic Control Devices" (MUTCD) Part VI as hereinafter specified and applicable portions of the companion "Traffic Control Devices Handbook" (TCDH); "Standard Highway Signs"; "Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects"; and the "Standard Color Tolerance Charts".
- 2.) American Association of State Highway and Transportation Officials (AASHTO): "Roadside Design Guide", Chapter 9: Safety Appurtenances for Work Zones; and "Standard Specifications for Highway Bridges", as hereinafter specified.
- 3.) The requirements of the Americans with Disabilities Act (ADA) laws in all respects as specified in the "ADA Accessibility Guidelines for Buildings and Facilities" (ADAAG).
- 4.) American Traffic Safety Service Associations (ATSSA): "Guidelines for the Use of Portable Changeable Message Signs".
- 5.) Maintenance of traffic and Work Area protection features specified herein and as shown on Contract Drawings and/or sketches to be furnished to the Contractor.
- 6.) In the event of a technical conflict between a requirement in the publications referenced herein and the Specifications and Contract Drawings, the requirements of the Specifications and Contract Drawings shall control.
- 7.) There may be more than one Work Area within the confines of a closed Roadway or Traffic Lane. Each Work Area shall be individually protected as specified herein.

C. Contractor-Furnished Materials and Equipment

- 1.) Provide and maintain in good working order all materials, equipment, temporary construction signs and facilities required for proper maintenance of traffic and Work Area protection, as specified herein and/or shown on the Contract Drawings. All said equipment/devices shall remain the property of the Contractor, unless otherwise shown on the Contract Drawings.
- 2.) All items provided under paragraph C.1 shall be new or undamaged previously used materials in serviceable condition conforming to requirements specified herein.

- 3.) Provide and maintain in serviceable condition the following, as shown on the Contract Drawings:
- a. Portable Changeable Message Signs: Trailer mounted FASU or VMSU.
 - b. Traffic Cones.
 - c. Plastic Delineator Drums.
 - d. Type III Barricades.
 - e. Vehicle-strong Barriers.
 - (i) Precast Concrete Barrier
 - (a.) Type 1.
 - (b.) Type 4.
 - (ii) Water-filled Barrier Sections: As manufactured by Energy Absorption Systems, Inc., Chicago, IL; or approved equal;
 - f. Temporary Signs: Conform to requirements of Specification Section 02850 "Plywood Sign Panels and Wood Sign Posts" and/or Specification Section 02851 "Aluminum Sign Panels" hereof. Plywood signs shall be Type 1, unless otherwise shown on the Contract Drawings.
 - (i) Temporary Sign Supports: Wood conforming to requirements of Specification Section 02850.
 - (ii) Portable Sign Supports: "Windmaster" as manufactured by Marketing Displays, Inc., Farmington Hills, MI.; or approved equal;
 - g. Portable Impact Attenuator, Structural Type: "N-E-A-T System" as manufactured by Energy Absorption Systems, Inc., Chicago, IL; or approved equal;
 - h. Temporary Timber Curbs and Concrete Barriers: Conform to the Contract Drawings and Specification Section 02842 "Temporary Traffic Barriers";
 - i. Warning Lights: Units as listed below conforming to the requirements of Part VI of the MUTCD as certified product catalog cuts and/or by independent testing laboratory reports, copies of which, upon request, shall be submitted to the Engineer for approval.
 - (i) Nighttime: Type A Low Intensity Flashing Warning lights using 12-volt circuit and lamp units with vandal resistant off/on switch and mounting hardware, photocell, and new bulbs and batteries.
 - (ii) Daylight and Nighttime: Type B High Intensity Flashing Warning lights with vandal resistant off/on switch and mounting hardware, and new bulbs and batteries. Type B Flashing Light battery cases shall be set on the ground/pavement and equipped with a neatly routed electrical cord to the detachable, remote mounted light head.
 - (iii) Nighttime: Type C Low Intensity Steady-Burn lights with vandal resistant off/on switch and mounting hardware, photocell, and new bulbs and batteries.

j. Back-Up Trucks: Nominal actual weight of 15,000 lbs. with nominal 24,000 lbs. gross vehicle weight registration and rear-most wheels situated close to rear of truck body. Standard "ICC" type rear bumpers are not an acceptable substitute for the required rear wheel location. Actual vehicle weight may vary depending on recommendations of the manufacturer of the vehicle-mounted impact attenuator selected. In addition, equip truck(s) with:

- (i) Standard 4-lamp flashing hazard signal lights (parking and tail lights);
- (ii) Four-lamp sealed beam rotating yellow warning light providing 35,000 candle power per lamp with an apparent flash rate of 120 flashes per minute. Truck mount such lights 7 to 10 feet above the Roadway and located so as to be visually unobstructed by any part of truck body, load or equipment.
- (iii) Vehicle-Mounted Impact Attenuator: "TMA" units as manufactured by Energy Absorption Systems, Inc., Chicago, IL; or approved equal;

4.) Submit the following to the Engineer in accordance with Division 1 - GENERAL PROVISIONS entitled "Shop Drawings, Catalog Cuts and Samples":

- a. Catalog Cuts and Data Sheets: Complete manufacturer's data for all equipment and materials.

D. Spare Materials and Equipment

- 1.) Initially furnish and subsequently maintain the quantities of spare materials and equipment, as scheduled on the Contract Drawings, at the construction site or at another nearby location approved by the Engineer.
- 2.) In addition to the required number of spare flashing and steady-burn lights, maintain an adequate quantity of appropriate spare batteries and light bulbs at the construction site. Replace batteries and light bulbs in the in-use warning lights as follows:
 - a. For Nighttime Type A Low Intensity Flashing Warning lights, after 30 consecutive days of operation, or sooner as needed.
 - b. For Type B High Intensity Flashing Warning lights, after 30 consecutive days of operation, or sooner as needed.
 - c. For Nighttime Type C Low Intensity Steady-burn lights after 15 consecutive nights of operation, or sooner if needed.
- 3.) Totally relamp Flashing Arrow Sign Unit after each single bulb failure.

E. General Work Area Protection

- 1.) Contractor shall establish a Traffic Maintenance Crew, properly trained, supplied, staffed and equipped to deploy and remove the maintenance of traffic and Work Area protection elements required for each of the Contractor's construction activities, as described on the Contract Drawings and/or paragraph E.3 herein. The Contractor shall identify and maintain one individual, per work period, as the central or key contact for the Traffic Maintenance Crew and their associated activities.

- 2.) Contractor's Traffic Maintenance training shall be specifically developed from this Section. The contents of Contractor's Training programs shall specifically include the Contract Drawings Traffic Standard Details and all other requirements included on the Contract Drawings.
- 3.) Prior to commencement of each day's Work, furnish and install, and periodically inspect, maintain, relocate, replace, cover, remove or reconstruct the traffic control delineations, guiding devices, signals, signs and pedestrian protection, Roadway plates, barricades, and barriers, if any, as required throughout the progress of construction operations. Maintain safe control of traffic flow and demarcate areas of Work at all times.
 - a. Ensure that construction material and equipment not removed from areas of Work during non-working periods are protected in such a manner that they shall not constitute a traffic hazard.
 - b. Do not park any vehicles other than construction vehicles required for construction operations within the demarcated protected areas of Work.
 - c. Promptly remove traffic control delineations, guiding devices, signals, signs, pedestrian protection, Roadway plates, barricades and barriers and whenever operations under this Contract no longer require said Work Area protection.
 - d. Prior to the end of each work period and not less than twice a day on non-work days, the Contractor's Traffic Maintenance crew shall visually inspect and maintain all elements of the maintenance of traffic and Work Area protection installations.
- 4.) Throughout Progress of Work of This Numbered Section
 - a. Maintain visual and physical accessibility to fire hydrants. Provide 24-hour advance notice to the Engineer in the event of hydrant obstruction.
 - b. Conduct Work Area protection operations so that Traffic Lane ingress and egress to intersecting Roadways, adjacent structures or property, and bus and taxi stops, if any, can be maintained. Obtain the approval of the Engineer and provide 24-hour advance notice to the Engineer in the event that Work Area protection operations obstruct access to Work Areas.
- 5.) Placement and Removal of Temporary Signs and Traffic Control Devices
 - a. Do not locate signs or other traffic delineations, guiding devices and signs in a manner that would: obstruct or interfere with motorists view of approaching, merging or intersecting traffic; obstruct other permanent signs or route markers; or mislead or misdirect the motorist.
 - b. Do not place traffic control signs under an overpass or elevated building, or within overpass or building shadow areas, unless otherwise shown on the Contract Drawings.
 - c. On Roadways passing below an overpass or elevated building, do not begin or end traffic cone or other delineation and guiding devices under or less than 100 feet from an overpass or building. Extend delineation and guiding devices as required to comply with this requirement.

- d. Unless otherwise shown on the Contract Drawings, the Work of installing and removing temporary signs, traffic control devices and pavement marking shall be protected, as a minimum, in accordance with Contract Drawing Standard Traffic Details and/or the MUTCD Part 6, as applicable.
 - 6.) Each Work Area not protected by Vehicle-strong Barriers shall be protected by a back-up truck when workers are present, unless otherwise shown on the Contact Drawings.
 - 7.) Vehicles used by the Contractor during performance of Work shall be considered as equipment vehicles and when not protected by a Vehicle-strong Barrier, said vehicle shall be protected by a back-up truck, unless otherwise shown on the Contact Drawings.
 - 8.) Slow-Moving Vehicles traveling on a Roadway outside of demarcated protected Work Areas shall be followed (approximately 50 feet behind) by a vehicle displaying the same flashing hazard signal lights and sealed beam rotating yellow warning light as required for back-up trucks.
- F. Notwithstanding provisions herein requiring or permitting the Authority to approve or disapprove of any traffic control or delineation and guiding device provided by the Contractor, the Contractor shall ensure the suitability and performance of all such traffic control devices such that inconvenience to the traveling public is held to an absolute minimum.

(End of Section)

DIVISION 2

SECTION 02095

CONTAINMENT, WORKER, AND ENVIRONMENTAL PROTECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section specifies requirements for
1. The installation and use of containment systems for the removal of paint coatings containing lead in accordance with the Society for Protective Coatings (SSPC).
 2. Health and Safety Plans for lead abatement work.
 3. Ensuring that all waste is collected, handled, stored, transported, and disposed of in accordance with applicable regulations.
 4. Complying with applicable noise regulations and criteria as specified herein, providing for noise mitigation and maintaining acceptable noise levels during construction.

1.02 REFERENCES

- A. The following is a listing of the publications referenced in this Section.
1. Code of Federal Regulations (CFR)
 - a. 29 CFR 1926 Occupational Safety and Health Regulations for Construction
 - b. 29 CFR 1926.1127 Cadmium
 - c. 40 CFR 50 National Primary and Secondary Ambient Air Quality Standards
 - d. 40 CFR 58 Ambient Air Quality Surveillance
 - e. 40 CFR 60, App A. Method 9. Visual Determination of the Opacity of Emissions from Stationary Sources
 - f. 40 CFR 60, App. A. Method 22, Visual Determination of Fugitive Emissions from Material Sources and Smoke Emissions from Fires
 - g. 40 CFR 302 Designation, Reportable Quantities and Notification

- h. 40 CFR 204 Noise Control Regulations for Air Compressors
 - i. 40 CFR 355 Emergency Planning and Notification
 - j. 40 CFR 261, App. II Toxicity Characteristic Leaching Procedure
 - k. 40 CFR 262 Standards Applicable to Generators of Hazardous Waste
 - l. 40 CFR 263 Standards Applicable to Transporters of Hazardous Waste
 - m. 40 CFR 264 Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
 - n. 40 CFR 265 Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
 - o. 40 CFR 265, Subp. C Preparedness and Prevention
 - p. 40 CFR 265, Subp. D Contingency Plan and Emergency Notification
 - q. 40 CFR 265.16 Personnel Training
 - r. 40 CFR 268 Land Disposal Restrictions
 - s. 49 CFR 171-179 Hazardous Materials Transportation Act (HMTA)
2. EPA Methods
- a. Method 3050 Acid Digestion of Sediment, Sludge and Soils
 - b. EP/600/R-94/038b Quality Assurance Handbook for Air Pollution Measurement Systems, Volume II Ambient Air Specific Methods, Section 2.8 (Lead)
 - c. SW 846 Test Methods for Evaluating Solid Waste Physical/Chemical Methods
 - d. Method 1311 Toxicity Characteristic Leaching Procedure (TCLP)
3. NIOSH Methods

- a. Method 7082 Lead
- 4. Society for Protective Coatings (SSPC)
 - a. Guide 6, Guide for Containing Debris Generated During Paint Removal Operations
 - b. Guide 7, Guide for Disposal of Lead-Contaminated Surface Preparation Debris
 - c. Guide 16, Guide to Specifying and Selecting Dust Collectors
 - d. SSPC 93-02, Industrial Lead Paint Removal Handbook, 2nd Edition, Volume I
 - e. SSPC 95-06, Project Design, Industrial Lead Paint Removal Handbook, Volume II
- 5. American Industrial Hygiene Association (AIHA)
 - a. Environmental Lead Proficiency Analytical Testing Program (ELPAT)
 - b. Environmental Lead Laboratory Accreditation Program (ELLAP)
 - c. Proficiency Analytical Testing Program (PAT) for metals analysis
 - d. Laboratory Accreditation for Metals Analysis
 - e. American Board of Industrial Hygiene (ABIH) Certified Industrial Hygienist (CIH) Certification
- 6. American National Standard Institute (ANSI) A 10.10 -Safety requirements for temporary and portable space heating devices & equipment
- 7. New York Code of Rules and Regulations (NYCRR)
 - a. Title 6, Chapter III, Part 211, General Process Emission Sources
 - b. Part 211.2 Air Pollution
 - c. Part 211.3 Visible Emissions
 - d. Title 6, Chapter III, 256-257, Ambient Air Quality Standards
 - e. Title 6, Chapter X, New York State Pollutant Discharge of Water Resources Elimination System
 - f. Title 6, Chapter 364, Waste Transporter Permits
 - g. Title 6, Chapter 370, Hazardous Waste Management

- h. Title 6, Chapter 371, Identification and Listing of Hazardous Wastes
 - i. Title 6, Chapter 372, Hazardous Waste Manifest System and Related Standards for Generators, Transporters, and Facilities
 - j. Title 6, Chapter 373, Treatment, Storage and Disposal Facilities
 - k. Title 6, Chapters 595-597, New York Rules of Releases, Registration, and Listing of Hazardous Substances
 - l. NYAC, Title 24, Chapter 2, Environmental Protection and Utilities Noise Control
8. New York City Department of Environmental Protection (NYCDEP) Local Law 113

1.03 REGULATORY REQUIREMENTS

- A. Comply with 1.03 B. and 1.03 C. as though the Authority were a private corporation.
- B. Comply with the requirements of this Section and all applicable federal, state, and city laws, codes, and regulations, including, but not limited to the regulations of the United States Environmental Protection Agency (USEPA), Occupational Safety and Health Administration (OSHA), New Jersey Department of Environmental Protection (NJDEP), New York State Department of Environmental Conservation (NYSDEC), New York State Department of Health (NYSDOH), and the New York State Department of Labor (NYSDOL).
- C. Comply with all applicable regulations even if the regulation is not specifically referenced herein. If a Federal, State, or City regulation is more restrictive than the requirements of this Section, follow the more restrictive requirements.

1.04 WORK AREA CONDITIONS

- A. Throughout the Work of this Section, representatives of the EPA, NYSDEC, NYCDEP, or other federal, state, or local agencies may be at the construction site and the Area of Work. Cooperate with and give assistance to such representatives as may be directed by the Engineer.

1.05

QUALIFICATIONS AND EXPERIENCE

- A. Contractor and its Subcontractors
 - 1. Verify that the Contractor or its subcontractor who will be performing the Lead Abatement Work have received the C7 certification "Abrasive Blasting Program" administered by the Society of Protective Coatings (SSPC), and that the certifications are maintained throughout the duration of the Contract.

2. Provide evidence of at least 3 years of successful experience in the handling, storage, transportation, and disposal of hazardous waste from paint removal projects that are similar in size and scope to the Work under this Section. Submit a list of projects, a brief description of each, the date of completion, and the name, address, and telephone number of the Owner

B. Laboratory Qualifications

1. Verify that the analytical laboratory is American Industrial Hygiene Association (AIHA) accredited for metals analysis, and has successfully participated (previous 12 months at a minimum) in the AIHA ELPAT program and PAT program.
2. Verify that the analytical laboratory is accredited by the New York State Environmental Laboratory Approval Program for metals analysis.
3. Confirm that the laboratory conducting the worker blood analyses is approved by OSHA and NYSDOH.

C. Containment Design Engineer

1. Utilize Professional Engineer(s) who are licensed in the States of New York & New Jersey, to provide the ventilation and containment system design, shop drawings, and calculations for the loads and stresses imposed upon the containment system.
2. The Professional Engineer(s) must have not less than two years of engineering experience in the design of lead based paint removal containment systems.

D. Competent Person

Employ a competent person at the construction site who:

1. Has a minimum of two years industrial painting field experience, with a minimum of ninety days field supervisory or management experience in paint removal projects,
2. Holds valid certification of completion of 29 CFR 1926.62 (b) lead in construction training;
3. Has training in the relevant portions of 40 CFR 50 National Primary and Secondary Ambient Air Quality Standards (NASA), and New York site cleanup and spill response regulations;
4. Holds valid certification of Emergency response to Chemical incidents training in accordance with 29 CFR 1910.120 (q) (6) (i);
5. Holds a valid certification in Cardiopulmonary Resuscitation (CPR);

6. Holds valid certification as a competent person such as certificate for completion of The Society for Protective Coatings Supervisor/Competent Person for Deleading of Industrial Structures course or equivalent; and
7. Has been trained in hazardous waste management training in accordance with 40 CFR 265.16.(a), (b), and (c).

E. Certified Industrial Hygienist (CIH)

1. Confirm that the CIH holds a valid certification by the American Board of Industrial Hygiene (ABIH).
2. Verify that the CIH has at least two years experience on projects involving lead that are similar in size and complexity to the Work of this Section.

F. Workers/Supervisors

1. Confirm that all workers and supervisors have received the C3/C5 certification administered by the Society of Protective Coatings (SSPC), and that the certifications are maintained throughout the duration of the Contract.
2. Confirm that all workers and supervisors whose job description includes hazardous waste have been trained in hazardous waste management training in accordance with 40 CFR 265.16 (a), (b), and (c).

1.06 SUBMITTALS

See Appendix A.

PART 2 - PRODUCTS

2.01 CONTAINMENT MATERIALS

- A. Supply all equipment and materials needed to contain debris in accordance with the attached Table 1 of this Section. This may include, but is not limited to, the following: ground covers, rigging, structural steel framing elements, decking, cables, planking, containment materials, dust collection and ventilation equipment, and HEPA vacuums.
- B. Use materials that are free of loose dust and debris, both when brought onto the construction site, and upon removal.
- C. Containment materials shall be fire retardant.

2.02 PERSONAL PROTECTIVE MATERIALS AND MONITORING EQUIPMENT

A. Monitoring and Testing Equipment

1. Supply the instrumentation needed for the monitoring of carbon monoxide, and worker and area exposures.

2. Supply equipment for the monitoring of weather conditions and wind velocity. Provide Davis Weather Monitor II with an external temperature and humidity sensor, or equal. Davis Instruments, 3465 Diablo Avenue, Hayward, CA., 94545 (510-732-9229)
3. Supply 2 self-contained portable weather radios. Provide Maxon Co. Model WX-70 or equal. Maxon Systems, Inc., 10828 Northwest Air World Drive, Kansas City, Mo. 64153 (800-922-9083).
4. Provide all equipment required to complete the work. This equipment includes, but is not limited to: lighting equipment, air monitoring equipment, ventilation equipment, personal protective equipment, and rescue equipment.
5. Supply all equipment needed for the operation of all instrumentation and monitors (e.g., generators, batteries, power cords, fuel, etc.)
6. Use equipment that is free of loose dust and debris when brought onto the construction site, and upon removal.

B. Personal Protective Equipment and Hygiene Facilities

1. Provide all personal protective clothing and equipment (PPE) needed for Contractor workers and for up to four Engineer representatives at each shift, including proper cleaning and disposal.
2. Repair or replace PPE as required to assure that it continues to provide its intended purpose.
3. Use PPE and hygiene facilities that are free of loose dust and debris when brought onto the construction site, and upon removal.

C. Waste Containers

1. Hazardous Waste - Provide DOT-approved containers of the appropriate size and type for the hazardous waste generated. Use containers that are resistant to rust and corrosion (painted, if constructed of steel), that have tight fitting lids or covers, and which are water-resistant and leak proof. Verify that the containers are acceptable to the disposal facility.
2. Municipal/Construction Waste - Provide all containers for non-hazardous municipal/construction waste. Use containers that are free of loose debris when brought to the construction site.
3. Spent Solvents - Provide all containers for spent solvents. Do not mix spent solvents with spent abrasives, paint debris, water, or other waste.

PART 3 - EXECUTION

3.01 CONTAINMENT

A. General

1. Use a containment system that maintains the Work area free of emissions of dust and debris in accordance with all provisions of the Section.
2. Review the Contract Drawings for limits and requirements for the containment system, including the number of containment systems, locations, and dimensions, and allowable loads and stresses.
3. The supervisor or foreman in the containment area must have a portable phone in his possession at all times when a containment is being installed, is in place, or is being dismantled in order to immediately receive information on upcoming inclement weather.
 - a. In the event of impending inclement weather or when high winds cause excessive billowing of the containment or create a situation where contaminated dust and debris may be emitted from the containment system, suspend the paint or coating removal operations.
 - b. When sustained winds are 40 mph or above, drop and secure the containment as stipulated later in this Section.

B. Containment Flooring System and Scaffolding and Additional Collectors

1. If the floor or ground beneath the structure being prepared serves as the base of the containment, cover it with air and dust impenetrable materials such as panels of plywood. Maintain the materials throughout the performance of the Work to avoid loss of debris through rips, tears, or breaks.
2. If a suspended or elevated platform is constructed to serve as the base of the containment, use rigid and/or flexible materials, and cover as needed to create an air and dust impenetrable enclosure.
3. Strictly follow all applicable OSHA regulations regarding the installation and daily inspection of scaffolding, platforms, and wire cables. Maintain a daily log of the results of the inspections made each shift, and after any occurrence which could affect the structural integrity of the scaffolding or wire ropes.
4. Provide ground covers around and beneath the Work Area to capture inadvertent spills or leaks of debris. Remove debris from the ground covers at least once per shift, or as directed by the Engineer.

C. Containment Components - The basic components that make up containment systems are defined below. The components are combined in Table 1 herein to establish the minimum containment system requirements for the method of paint removal specified for the Contract.

1. R Rigidity of Containment Materials - Rigid containment material consists of solid panels of plywood, aluminum, rigid metals, plastic, fiberglass, composites, or similar materials. Flexible materials consist of screens, tarps, drapes, plastic sheeting, or similar materials. Do not use flexible materials for horizontal surfaces directly over sidewalks, traffic lanes or vertical surfaces in close proximity to traffic lanes.
2. Permeability of Containment Materials - The containment materials are identified as air impenetrable if they are impervious to dust or wind such as provided by rigid panels, coated solid tarps, or plastic sheeting. Air penetrable materials are those that are formed or woven to allow air flow. Water impermeable materials are those that are capable of containing and controlling water when wet methods of preparation are used. Chemical resistant materials are those that are resistant to chemical and solvent stripping solutions. Use fire retardant materials in all cases.
3. Support Structure - Rigid support structures consist of structural steel and framing (as shown conceptually on the Contract Drawings) to which the containment materials are affixed to minimize the movement of the containment. Flexible support structures are comprised of cable, chains, or similar systems to which the containment materials are affixed.
4. Containment Joints - Fully sealed joints require that mating surfaces between the containment materials and the structure being prepared are completely sealed. Sealing measures include tape, caulk, velcro, clamps, or other similar material capable of forming a continuous, impenetrable or impermeable seal. If emissions escape at the joints, a more positive means of sealing is required.
5. Entryway - An airlock entryway involves a minimum of one stage that is fully sealed to the containment and which is maintained under negative pressure using the ventilation system of the containment. Resealable door entryways involve the use of flexible or rigid doors capable of being repeatedly opened and resealed. Sealing methods include the use of zippers, velcro, clamps or similar fasteners. Overlapping door tarpaulin entryways consist of two or three overlapping door tarpaulins.

6. Mechanical Ventilation - The requirement for mechanical ventilation is to ensure that adequate air movement is achieved to reduce worker exposure to toxic metals to as low as feasible in accordance with OSHA regulations (e.g., 29 CFR 1926.62), and to enhance visibility. Design the system with proper exhaust ports or plenums, adequately sized ductwork, adequately sized discharge fans and air cleaning devices (dust collectors) and properly sized and distributed make-up air points.
7. Negative Pressure - When specified, achieve a minimum of 0.03 in. (7.5 mm) water column (W.C.) relative to ambient conditions, or confirm through visual assessments for the concave appearance of the containment enclosure.
8. Exhaust Ventilation - When mechanical ventilation systems are used, provide filtration of the exhaust air. Use fabric filters designed for a 99.9% efficiency for particles greater or equal to 0.5 microns approximate equivalent diameter (AED).

D. Temporary Heating Units

1. Use only self-contained, vented units, equipped with individual space thermostatic controls that have been tested and approved by UL, FM or another recognized association related to the type of fuel to be consumed.
2. Install and operate heating units in accordance with ANSI A10.10.

E. Relocation of Telephone, and Video Systems

1. Temporarily relocate, and assure the proper operation of telephones and video surveillance cameras that are present in the Work area. Reinstall the equipment in the original locations upon completion of paint application.

F. Protection of Drainage Systems and Fire Hoses

1. Protect storm sewers and drains from the entrance of debris from the performance of the Work. Keep all drain protection systems clean and operational throughout the duration of the Contract. At the end of each workday at a minimum, remove all visible debris from the drain protection systems, or from areas where rainwater could carry the debris into drains or storm sewers.
2. Protect fire standpipes and hoses. Maintain immediate access to them at all times.

G. Cleaning and Securing of Containment at End of Work Day, Prior to Moving, and When the Containment will be Unmanned

1. At the end of work each day, or when the crew responsible for dropping and securing the containment leaves the containment area, remove loose abrasive and debris from within the containment to prevent emissions during non-working hours. Secure the containment and equipment as a safeguard against unanticipated heavy winds or inclement weather.

2. Prior to removing, dropping, or moving the containment, remove loose abrasive, debris, and dust to the extent that it is not dislodged by handling. Cleaning may be accomplished by blowing down all surfaces with the ventilation system in operation and/or by HEPA vacuuming.

H. High Wind Conditions and Inclement Weather

1. Monitoring of Weather Conditions
 - a. Provide 2 portable weather radios as specified in 2.02 A.3 and locate one in the Engineer's office and one in the Contractor's office trailer. Continuously monitor the NOAA weather radio broadcast on local weather conditions.
 - b. Contract with a mobile and phone weather service to text or email alerts to anticipate high winds, inclement weather conditions, and weather emergencies in advance. The contract with the weather service shall provide continuous daily weather monitoring services for daily weather monitoring services without interruption for the duration of the Contract.
 - c. The weather monitoring service shall possess the following equipment and provide the following services:
 - (1) Dedicated 24/7 Access to the National Lightning Network.
 - (2) Satellite weather link-up receiver that obtains the following:

DIFAX/WEFAX circuit, FAA 4800 Baud circuit, FAA High Speed Circuit, Domestic and International circuit, Public Products Circuit, Numerical Products Circuit
 - (3) NEXRAD/DOPPLER Radar covering the construction site along with applicable WSR-57 and WSR-74 radar sites. Updated every 3 minutes.
 - (4) Satellite Link to GOES and NOAA satellites.
 - d. The weather monitoring service shall provide forecasts for the following seasonal weather phenomena:
 - (1) Winter: Snow and ice, severe cold, high winds, coastal flooding and dense fog
 - (2) Spring: Late season snow and ice, high winds, heavy thaws, heavy rains, dense fog, severe electrical storms and tornadoes
 - (3) Summer: Severe electrical storms, hail, high winds, heavy rains, tornadoes, dense fog and hurricanes
 - (4) Fall: Hurricanes, heavy rains, dense fog, early snow and ice storms

- e. The weather monitoring service shall:
- (1) Provide a detailed forecast tailored to the construction site when any storm is impending. Storm watches shall be posted 12 to 24 hours in advance and shall contain the following data:
 - i. Time storm is expected to begin
 - ii. Type of precipitation
 - iii. Predicted rate of and total accumulations
 - iv. Time of changes and type
 - v. Expected duration of storm
 - (2) During the course of major storms, provide hourly updated or revised bulletins for the construction site. Special forecasts of severe storms shall be included with as much lead time as possible. Forecasts shall detail which areas are expected to experience these conditions.
 - (3) During the hurricane season, furnish advisories and position reports of all tropical storms or hurricanes that may be of potential threat to the construction site. Furnish tracking charts if needed.
 - (4) Answer any questions 24 hours a day, 7 days a week regarding meteorological conditions in or forecast in the location of the construction site.
- f. The weather monitoring service shall supply complete weather forecasting services 24 hours per day, 7 days per week. The weather forecast package shall consist of the following:
- (1) Two forecasts emailed daily at 6:00AM and 2:00PM EST and shall include temperature, wind direction, wind speed, wind gusts, precipitation probability, type and amount, precipitation beginning and ending times, and visibility detailed for 12-hour periods for 48 hours.
 - (2) Updates containing watches, warnings or advisories shall be issued as needed depending on the current weather scenario.
 - (3) Forecasts shall be emailed to the field offices of the Engineer and the Contractor.
 - (4) Follow all emailed warnings with a phone call to the Contractor's 24-hour contact phone number for verbal communication of warnings.

(5) 24-Hour Storm Warning Service with updated forecast information issued every 1-3 hours or sooner during any storm situation, i.e., snow, ice, heavy rain, thunderstorms, strong winds, tornadoes, hurricanes etc.

g. Use the services provided by one of the following or approved equal:

(1) National Weather Service Forecast
175 Brookhaven Avenue, Bldg. No NWSI
Opton, NY 11973
(631) 924-0517

(2) Weatherdata Network
45-22 Little Neck Parkway
Little Neck, NY 11363
(718) 631-0808

h. Establish a continuous emergency phone, email, mobile text service with the weather company. Direct the company to immediately notify the Contractor in the case of sudden weather changes or if pending bad weather is approaching. When such notification is received, immediately contact the Engineer.

i. Submit to the Engineer on a daily basis, one copy of each email weather transmission containing the weather and wind velocity information used to decide whether or not the containment enclosure(s) should be lowered.

2. Definition of Inclement Weather and Required Action

a. Inclement weather which necessitates immediate action includes, but is not limited to, sustained wind speeds or gusts of 40 mph or greater, and heavy snow storms that will place unacceptable loads on the temporary structure.

b. Upon receipt of weather information of sustained wind speeds at 40 mph or greater, or heavy snow storms, immediately initiate the emergency demobilization plan approved by the Engineer to assure that all equipment is secure and that the necessary containment materials have been lowered or removed.

c. Follow the same emergency demobilization procedure if the Engineer directs the Contractor to dismantle the containment system based on the Engineer's determination of an excessive wind load condition.

K. Containment Monitoring During Shut Downs

1. Assign personnel to monitor the weather conditions during weekends, holidays, and other extended shut down periods. In the case of extended shut downs, inspect the containment, platform, and its components at least once every two weeks.

2. In the event of inclement weather, initiate the emergency demobilization procedure in the same manner as if the Work was in full operation.
3. During shut downs over the winter months, have a crew immediately available when needed at all times to remove snow from the containment system to avoid excessive loading, and to safeguard pedestrian and vehicular traffic.

L. Maintenance of the Weather Station

1. The Authority has installed a weather station on the bridge at the truss peak at Pier D, south side. Maintain the operation of the weather station throughout the duration of the Work.

3.02 NOISE ABATEMENT

- A. Any noise mitigation required for compliance with the established sound level criteria will be the responsibility of the Contractor throughout the Work of this Contract.
- B. The Contractor shall submit a noise abatement plan to mitigate noise pollution generated from the Work, based on the noise mitigation criteria established herein.
- C. The Contractor shall conduct sound pressure level tests in a professionally responsible manner to provide information required by the Authority. Measurements shall be supervised by an acoustician who is either a Board Certified Member of Noise Control Engineering or a Principal of a Member Firm of the National Council of Acoustical Consultants.

3.03 WORKER PROTECTION CRITERIA FOR LEAD

- A. Competent Person - confirm that daily inspections of all work areas will be made by a competent person.
- B. Health and Safety Plan - Maintain a copy of the Health and Safety Plan at the construction site for review by all employees and interested parties.
- C. Exposure Monitoring/Initial Assessment
 1. Collect representative personal air samples at the beginning of the paint removal work to determine employee exposures to lead and other toxic metals that might be present in the coating. Tasks resulting in the potential exposure to toxic metals include, but are not limited to, paint removal activities, cleanup, and debris handling operations. Collect full shift (at least 7 hours) air samples for workers in each job classification in each exposure area.
 2. When lead is present, protect workers during the initial monitoring to the anticipated exposure levels as dictated by 29 CFR 1926.62. A few activities in addition to those dictated by OSHA are included.

- a. Assume an exposure of at least 500 $\mu\text{g}/\text{m}^3$: Manual demolition of structures containing lead-containing coatings or paint (e.g., dry wall), manual scraping, manual sanding, heat gun applications, power tool cleaning with dust collection systems, and spray painting with lead paint. Although not identified in 29 CFR 1926.62, chemical stripping, water washing, and the operation of abrasive grit recovery equipment are included in this category.
 - b. Assume an exposure of at least 2,500 $\mu\text{g}/\text{m}^3$: Using lead-containing mortar, lead burning, or conducting the following activities where lead-containing coatings or paint are present: rivet busting, power tool cleaning without dust collection systems, cleanup activities where dry expendable abrasives are used, and the movement and removal of abrasive blasting enclosures. Although not identified in 29 CFR 1926.62, water jetting and wet abrasive blasting removal of paint are included in this category.
 - c. Assume an exposure of more than 2,500 $\mu\text{g}/\text{m}^3$: Activities involving lead containing coatings or paint on structures disturbed by abrasive blasting, welding, cutting, and torch burning.
 - d. During any of the above activities, provide appropriate respiratory protection, personal protective clothing and equipment, change areas and washing facilities, blood lead and zinc protoporphyrin monitoring, and employee training. Maintain the protection as specified above until the test results are received, then modify the protection measures as necessary.
3. Collect and analyze all air samples according to the appropriate NIOSH method, or equivalent, for the metal of concern (e.g., Method 7082 for lead, Method 7048 for cadmium, Method 7300 for chromium, Method 7900 for inorganic arsenic).
 4. Conduct periodic exposure monitoring of Contractor workers and provide written employee notifications within five days of receipt of results in strict accordance with the applicable OSHA standard for the metal of concern (e.g., 29 CFR 1926.62 for lead). At a minimum, this requires monitoring at the start of the Work, and after any changes in work practices are made which could have an effect on airborne exposures. If there is no OSHA standard for the detected metal, conduct the monitoring and employee notification based on the requirements of OSHA 29 CFR 1926.62. Provide the Engineer with the results of any subsequent monitoring within the same 5 day notification period required for the employee, but no later than 10 days after sampling.

- D. Action Level as specified in OSHA 29 CFR 1926
1. In addition to the initial protection provided, invoke the following protective measures when the airborne exposure to toxic metal found in the coating exceeds the Action Level:
 - a. Exposure Monitoring
 - b. Housekeeping
 - c. Employee Medical Surveillance and Medical Removal Protection
 - d. Employee Information and Training
 - e. Signs and Restricted Zones
 - f. Recordkeeping
- E. Permissible Exposure Limit (PEL) or Threshold Limit Value (TLV) as specified in OSHA 29 CFR 1926
1. In addition to complying with the requirements identified when exceeding the Action Level, invoke the following protective measures when the airborne exposure to a toxic metal found in the coating exceeds the PEL or TLV:
 - a. Written Compliance Program
 - b. Respiratory Protection
 - c. Protective Clothing and Equipment
 - d. Hygiene Facilities and Practices
- F. Respiratory Protection
1. After feasible engineering controls and work practices have been implemented, use respiratory protection if necessary to maintain employees' exposures to lead and other toxic metals below the PEL or TLV. Require the use of respirators for all employees, inspectors, observers, or other personnel who enter areas where airborne exposures exceed or are expected to exceed the PEL or TLV, or when entering restricted zones.
 2. Provide respiratory protection for up to four Engineer representatives at each site. The Engineer is responsible for verifying that the representatives are medically fit to wear respirators.
 3. Develop a written Respiratory Protection Program in compliance with 29 CFR 1926.103, including commitments to provide the necessary medical examinations. When lead is present, include the provisions of 29 CFR 1926.62. Address the selection, use, maintenance and inspection of respirators, fit testing, and medical clearance for respirator users.
 4. Treat used respirator cartridges as hazardous waste and dispose of in accordance with 3.09 hereinafter.

G. Protective Clothing and Equipment

1. Provide protective clothing and equipment and ensure they are worn by all employees performing lead abatement work. Lead abatement workers shall wear double disposable suits (Tyvek or approved equal) while in the containment area. Prior to leaving the containment area, the worker shall have the outer suit HEPA-vacuumed. The worker shall step into the airlock and remove the outer suit. Once the outer suit is removed and placed into a waste container, the worker shall proceed directly to the decontamination unit along the approved path.
2. Do not allow workers to wear street clothing beneath protective clothing.
3. Do not use disposable clothing for a period longer than one day. If the clothing is disposable, label the containers as clothing contaminated with lead. Apply hazardous waste labels as appropriate after testing.

H. Housekeeping

1. Clean accumulations of dust or debris containing lead or other toxic metals daily, at a minimum. Clean more frequently if visible accumulations, which could be carried outside of the restricted zone by wind, workers' shoes, rainwater, or other means, are observed.
2. Conduct all cleaning with HEPA vacuums. Do not use compressed air for housekeeping purposes unless it is used in conjunction with a ventilation system capable of capturing the resulting airborne particulate.

I. Personal Hygiene Facilities and Equipment/Decontamination Zone

1. Provide clean lavatory and hand washing facilities in accordance with OSHA sanitation standard 29 CFR 1926.51. Locate showers and hand washing facilities in a location approved by the Engineer. Hot and cold water, hand soaps and towels shall be provided at the showers and hand wash facility.
2. Filter and containerize all hygiene water. Provide ample filtration (e.g., through a multi-stage filtration system ending in 5 microns or better if needed) until the water can be disposed of as non-hazardous. Conduct all required tests of the water.
3. Prohibit eating, drinking, smoking, chewing of food or tobacco products, or the application of cosmetics in work area, and confirm that workers thoroughly wash hands and face prior to undertaking any of these activities.
4. Provide clean lunch and break areas for use by all employees, and maintain airborne concentrations in these areas below the Action Levels.

5. Provide clean change area(s) for employees whose exposures exceed the PELs or TLVs. Equip the change area(s) with separate storage facilities for street clothing that are adequately segregated to prevent cross-contamination from work clothing. Assure that employees do not leave the construction site wearing any clothing that was worn while performing activities where exposures exceeded the PELs.

J. Medical Surveillance and Medical Removal Protection

1. Provide all employees with initial and periodic blood and zinc protoporphyrin (ZPP) sampling and analysis, and medical surveillance as required by the published OSHA health and safety standards for the metal of concern such as 1926.62 for lead and 1926.1127 for cadmium. Provide the specialized medical surveillance and X-rays required by 1926.1118 for employees exposed to inorganic arsenic. Provide cadmium blood and urine testing required by 1926.1127 for employees exposed to cadmium.
2. In the case of lead, conduct blood sampling and analysis prior to coming onto construction site and at a minimum of once every two months for the first six months of exposure, and at six month intervals thereafter. Conduct exit blood tests for each worker upon completion of his/her work activities which involve exposure to lead, even if this occurs prior to the completion of the Work of the Contract including seasonal suspension of Work.
3. Do not use workers with initial blood lead tests of 40 µg/dl for any work activities involving exposure to lead above the Action Level.
4. Provide for the temporary removal of employees from exposures above the Action Level for the metal of concern when the blood analysis indicates that unacceptable results are occurring. Protect employees' benefits during any period of medical removal and conduct all tests required by the OSHA standard for the metal of concern during the removal period. In the case of lead, conduct blood sampling and analysis at a minimum of once every month during the removal period, and return workers to exposures above the PEL only after two consecutive blood tests are below 40 µg/dl.
5. Provide all physical examinations as required by the appropriate OSHA standards for the metal(s) of concern, and verify that all examinations are performed by or under the direct supervision of a licensed physician.
6. Provide all exam information and test results to the employees in writing within 5 days of receipt.
7. Provide the Engineer with letter reports signed by a CIH which summarizes all examination results, within 15 days of each testing period.

K. Employee Training and Information

1. Provide initial and annual refresher site-specific training for all employees who will be exposed to toxic metals above the respective Action Levels on any one day in a 12-month period. Include all of the elements of training that are required by the appropriate OSHA standard. If a standard for the metal does not exist, use the training requirements of 29 CFR 1926.62 as the basis of the training program highlighting the differences as appropriate for the other metals of concern.
2. When other contractors or employers are present at the construction site, notify them of the nature of the lead exposure work, the need to remain out of restricted areas, the warning signs and labeling system in effect, and the potential need for them to take measures to protect their employees in accordance with the applicable OSHA regulations.

L. Signs and Restricted Zones

1. As described later in this Section, establish restricted zones around areas or activities that might generate airborne emissions of toxic metals in excess of the Action Levels.
2. Post caution signs around each restricted zone in accordance with 29 CFR 1926.62.
3. Use signs that are a minimum of 8 1/2 inches by 11 inches in size with black block lettering on a white, yellow, or orange background. Do not use caution ribbons as a substitute for signs.
4. Verify that all workers who enter the restricted zone have had the proper training, blood analysis and medical examinations, and are wearing the required protective clothing and equipment. Prohibit eating, drinking, smoking, and chewing of food or tobacco products in any area where the exposures exceed the Action Level.

M. Recordkeeping

1. Retain all records related to training, medical examinations, blood analysis, exposure monitoring, respirator fit testing, inspections by a competent person, and other related documentation on file at the construction site and make available to the Engineer for review.
2. Retain all records for the duration of employment plus 30 years.

3.04 ESTABLISHMENT OF RESTRICTED ZONES

A. Identifying and Monitoring Restricted Zones

1. Establish restricted zones around locations or activities that might generate airborne emissions of lead in excess of the Action Level (e.g., paint removal and clean-up locations, dust collector staging areas, waste storage areas, etc.). Use ropes, ribbons, tape, or other visible means to define the areas and prohibit entrance into restricted zones by unprotected or untrained personnel to ensure that they are not exposed to toxic metals.
2. Conduct instrument monitoring to verify the adequacy of the restricted zone. Use a minimum of two low flow or two high flow pumps at each restricted zone location (e.g., one pump upwind and one pump downwind). Unless otherwise directed by the Engineer, until the monitoring results are available to establish the perimeter of the restricted zone, initially establish the boundary a minimum of 15 feet away from any equipment or operations that might generate airborne emissions of toxic metals.
3. Conduct the monitoring according to NIOSH Method 7082, or equivalent method for the other metals of concern, at the pre-established boundaries of the restricted zone(s). Collect the samples throughout an entire work shift upon commencement of the paint removal activities.
4. If the monitoring confirms that emissions at the established boundary do not exceed the Action Level as an 8 hour TWA, establish the boundary at that location and discontinue monitoring.
5. If the monitoring shows that the emissions exceed the Action Level, modify and improve work practices and containment to provide better controls over the emissions, or reestablish the boundary at a different location if allowed by the Engineer. Repeat the monitoring in either case.
6. Conduct additional monitoring to reconfirm the adequacy of the restricted zone at a minimum of once every two (2) weeks for the first three (3) months and at monthly intervals thereafter. If the restricted zone changes, establish the new boundary according to the monitoring procedures described in this Section.
7. Provide the test results to the Engineer in writing within one week of the field sampling.

B. Controlling and Reporting Access into Restricted Zones

1. Maintain a permanently bound daily entry log at each restricted zone. Identify the name of the Contractor and subcontractors on the log and the Authority Contract Number.
2. Have all individuals who enter the restricted zone sign in and out. Make the log available for Engineer's review.

3.05 ENVIRONMENTAL COMPLIANCE - VISIBLE EMISSIONS AND RELEASES TO AIR, SOIL, AND WATER

- A. General - Conduct daily assessments of visible emissions and releases to the air, soil, water, and sediment, as applicable. Undertake all necessary corrective action to control emissions and clean up the work site during and after completion of the Work of the Contract, including the removal of pre-existing litter or debris.
- B. Assessment and Correction of Visible Emissions
1. Conduct visible emissions assessments as defined in this Section and in accordance with 40 CFR 60, Appendix A, Method 22. Method PD/Lead A4 of SSPC publication 95-06, Project Design, provides guidance on visible emissions assessments.
 2. Conduct the visible emissions assessments to account for all locations where emissions of lead dust might be generated, including but not limited to, the containment, dust collection and abrasive recovery equipment, and waste containerizing areas.
 3. Conduct casual observations and corrections of visible emissions on an ongoing daily basis, but conduct the specialized assessments and inspections as described in this Section for a minimum of two, one-hour (continuous) intervals each shift.
 4. No visible emissions are permitted to escape or pass beyond the restricted zones. Immediately stop the applicable operations if these criteria are violated. Correct and repair the deficiencies responsible for the emission, and undertake clean-up using HEPA vacuums.
 5. Do not resume the emission-producing operations until the corrective action and repairs are inspected and approved by the Engineer.
 6. Even if the visible emissions results are acceptable, immediately suspend the Work and initiate corrective action any time there are exceedances of high volume ambient air monitoring criteria conducted by the Engineer.
- C. Assessment and Correction of Spills or Releases to Soil, Water, or Sediment
1. Conduct all activities so that spills or releases of paint chips or debris to the soil, water, sediment, or storm sewers do not occur.
 2. Visually inspect the construction site on an ongoing basis for releases of dust, paint chips, and debris outside of the work area that have become deposited on surrounding property, structures, equipment, or vehicles; on the unprotected ground, soil, water or sediment; around storm sewers or drains; or in areas where rain water could carry the debris into storm sewers or drains.
 3. Clean up visible paint chips and debris on a daily basis at the end of each shift, or more frequently if directed by the Engineer. Clean up all paint chips and debris. Conduct the cleaning by manually removing paint chips or by using HEPA vacuums.

4. When releases are observed, in addition to cleaning the debris, change work practices, modify the containment, or take other appropriate corrective action to prevent similar releases from occurring in the future. Do not resume operations until the corrective measures have been inspected and approved by the Engineer.
5. The Engineer will conduct laboratory testing and analysis of soil, water, and/or sediment to determine if they have been impacted by the Work. The Contractor will be advised when such testing and analysis will be performed. Sample site selection will be conducted by the Engineer. The ground (soil), water, and sediment will be considered to have been impacted by the Work based on the laboratory analysis as described below:
 - a. Visible paint chips or debris on the ground, water, or sediment are not allowed and must be removed regardless of the laboratory test results.
 - b. Soil - The ground (soil) is considered to have been impacted by the Work based on increases over the geometric mean lead concentration existing at the start of the Work.
 - (1) If the geometric mean total lead concentration existing at the start of the Work is less than 200 ppm, an impact is considered to have occurred if the geometric mean lead concentration shows an increase of 100 ppm or more.
 - (2) If the concentration existing at the start of the Work is greater than 200 ppm, an impact is considered to have occurred if the geometric mean lead concentration exceeds the initial geometric mean plus 2 standard deviations, or an increase of 100 ppm occurs, whichever is greater.
 - c. Sediment- The sediment will be considered to have been impacted from the Work following the same criteria utilized for soils.
 - d. Water - The water is considered to have been impacted by the Work based on increases over the geometric mean lead concentration existing at the start of the Work.
 - (1) If the geometric mean total lead concentration existing at the start of the Work is less than 3.5 µg/L, an impact is considered to have occurred if the geometric mean lead concentration shows an increase of 1.5 µg/L or more.

- (2) If the concentration existing at the start of the Work is greater than 3.5 µg/L, an impact is considered to have occurred if the geometric mean lead concentration exceeds the initial geometric mean plus 2 standard deviations, or an increase of 1.5 µg/L occurs, whichever is greater.
6. If the laboratory analysis shows the soil, water or sediment to have been impacted by the Work, as directed by the Engineer, conduct the cleanup or remediation necessary to return the media to pre-existing levels, at no additional cost to the Authority.

D. Reporting of Visible Emissions and Releases

1. Maintain and make available for the Engineer's inspection, a permanently bound daily log documenting inspections and the occurrence of unusual incidents, if any, at each Work Area(s).
2. Document in the log, all cases where work has been halted due to unacceptable visible emissions or releases, the cleanup activities invoked, and the corrective action taken to avoid a recurrence. Provide a written report to the Engineer within 48 hours of the occurrence.
3. Summarize the results of the assessments in a monthly report. Identify the frequency of observations made, the methods of observation utilized, the name of the observer(s), and results. Include and summarize the documentation prepared for work stoppages due to unacceptable visible emissions or releases. Provide monthly reports to the Engineer within 15 days of the last workday of the previous month.

E. High Volume Ambient Air Monitoring

1. The Engineer will undertake high volume ambient air monitoring during paint removal and clean-up activities to confirm that emissions do not exceed the EPA National Primary and Secondary Ambient Air Quality Standards (NAAQS), or specific New York City or New Jersey regulations.
2. Total suspended particulate (TSP-lead) will be analyzed in accordance with 40 CFR 50 Appendix G.
3. The number and location of monitors will be determined by the Engineer, taking into consideration proximity to homes, businesses, and the general surroundings.
4. The Contractor will be advised if such monitoring will be performed and will be provided with verbal background and ongoing results.
5. If results indicate an exceedance as determined by the Engineer, the Contractor will be required to take corrective action as directed by the Engineer.

3.06 CLEANING OF MATERIALS, EQUIPMENT, AND SURROUNDING PROPERTY

A. Equipment and Material Cleaning Requirements

1. Remove debris from the containment materials and equipment prior to relocation to another point along the structure or within the facility. Clean to the extent that debris or dust are not dislodged by winds or physical contact during handling and transportation. Use compressed air for cleaning only if it is accomplished inside a contained area that is equipped with an operating ventilation system capable of capturing the dust and debris.
2. Thoroughly HEPA vacuum, wash, or otherwise decontaminate reusable items until all loose surface dust and debris have been removed. Items requiring cleaning include, but are not limited to, paint removal and ventilation equipment, containment materials, ground covers, and scaffolding.
3. If adequate cleaning is not possible, treat the materials as a separate waste stream, and dispose of away from authority property. Collect water used for cleaning and dispose of in accordance with the requirements of 3.09 herein.
4. When the Contractor uses solvents to clean painting equipment, treat the spent solvents as a separate waste stream. Collect the spent solvents, perform the sampling, testing, and classification, transportation, and disposal of the solvent waste stream in accordance with 3.09 herein.

B. Final Cleaning/Clearance Evaluations of Construction Site and Surrounding Property

1. Upon completion of all Work, and after all Contractor equipment and materials have been removed, conduct a thorough inspection of the construction site, and all surrounding property and surfaces located within the likely dispersion zone of dust and debris for the presence of debris. Debris includes, but is not limited to, spent abrasives or other paint removal media, paint chips, materials of construction, fuel, and other litter.
2. Remove all visible debris from the construction site. When cleaning paint chips and dust, use HEPA vacuums, manual removal of paint chips and debris, wet washing, or other means that will effectively remove the dust and debris without re-dispersing it into the air. Do not use compressed air for cleanup activities unless it is used in conjunction with a ventilation system designed to capture the airborne particulate.
3. Collect water used for cleaning and dispose of in accordance with 3.09 herein.

4. After all clean up activities are completed, conduct a final inspection with the Engineer. Conduct any additional cleaning identified by the Engineer. Consider the construction site properly cleaned under the following conditions:
 - a. Paint chips, spent abrasive and other paint removal media, fuel, materials of construction, litter, or other debris are not visible on or around the construction site.
 - b. Lead dust has been removed from the surface of the completed structure as well as from surrounding structures and equipment.
5. Collect solvents used for painting equipment cleaning and any spent solvents, and dispose of in accordance with 3.09 herein.

C. Report on Clearance Inspections

1. Prepare a letter report presenting the results of the inspections conducted to verify the final cleanliness of the construction site, surrounding property, waterways, equipment, buildings, and structures.
2. Include a summary of any problems or releases that occurred during the performance of the work, and the clean up and corrective action measures that were taken to resolve the problem.
3. Provide final clearance report within 10 days of final inspection.

3.07 REPORTABLE RELEASES

- A. A release of material in a 24 hour period of ten pounds or more of lead is a reportable quantity under the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA) which was amended by the Superfund Amendments and Reauthorization Act (SARA) on October 17, 1986.
- B. Immediately shut down operations following any emergency situation or accident or non-compliance incident, estimate the quantity of lead released into the environment, and undertake clean-up.
- C. If there is a release of ten or more pounds of lead in a 24 hour period from the construction site, immediately notify the Engineer, NYSDEC or NYCDEP as applicable, and the National Response Center at 800-424-8802 in accordance with 40 CFR 302.6. Within 2 days of the incident, provide the Engineer with a written report of the cause of the problem, the estimated quantity of lead released, and corrective action taken to prevent a recurrence.

3.08 ON-SITE MANAGEMENT, TRANSPORTATION, AND DISPOSAL OF PAINT DEBRIS, WASTE WATER, AND ANY OTHER WASTE GENERATED FROM THE WORK

A. GENERAL

- 1. The Authority and the Contractor are responsible for the hazardous waste generated from this Work. The Authority will provide the EPA identification number for lead waste disposal for permitting purposes, but the Contractor is responsible for the collection, handling, storage, transportation and disposal of all wastes. The Contractor is responsible for payment of any fees or taxes (e.g. including annual or quarterly fees, per load stipends, etc.) imposed by any state or local taxing agency for hazardous waste disposal.
- 2. The Contractor is responsible for the collection, handling, transportation, and disposal of all solvent wastes generated from the Work. The Contractor must acquire his own EPA identification number for the disposal of solvent wastes.
- 3. The Contractor is responsible for the collection, handling, transportation, and disposal of all non-hazardous municipal/ construction waste and waste water generated from the Work.
- 4. Recover all waste products generated during the paint removal Work, including but not limited to rags, tape, disposable coveralls, filters, and sediments.
- 5. Store waste only at location designated by the Engineer. Transport the waste to the designated storage area at the end of each working day, at a minimum.
- 6. Hazardous waste generation reports and fees imposed by the States shall be handled and paid for by the Contractor.

B. WASTE SAMPLING, TESTING, AND CLASSIFICATION (SOLID WASTE AND WASTE WATER)

1. Sampling

a. Solid Waste (with the exception of waste water)

- (1) Collect and have analyzed, representative samples of each waste stream generated by the Work.
 - (a) Collect the samples under the observation of the Engineer.
 - (b) Collect the samples in accordance with SW-846, "Test Methods for Evaluating Solid Waste - Physical/Chemical Methods." Use a random sampling technique.
 - (c) Collect a minimum of four representative samples of all waste streams. These waste streams include, but are not limited to, spent abrasives, paint chips and dusts, spent solvents, solvents used for paint thinning and equipment cleaning, dust collector debris and chemical stripping debris.
- (2) Complete the initial sampling of each waste stream immediately upon filling the first container, but do not allow waste to accumulate for longer than 30 days before sampling. After the representative samples are collected, send them immediately to the laboratory for analysis.
- (3) Unless otherwise directed by the Engineer, or required by State regulations or the waste recycling or disposal facility, once each waste stream is sampled, tested, and classified, additional sampling and analysis are not required for subsequent shipments unless the waste stream changes.

b. Waste water

- (1) Collect representative samples of waste water generated by the Work. Collect the samples under the observation of the Engineer.
- (2) Complete the initial sampling of each waste water stream immediately upon filling the first container, but do not allow waste to accumulate for longer than 30 days before sampling. After the representative samples are collected, send them immediately to the laboratory for analysis.

c. Sampling Frequency

- (1) If the nature of the waste stream initially tested remains constant (e.g. the paint system remains the same), additional testing and analysis are not required for subsequent shipments unless otherwise directed by the Engineer, or required by state regulations or the disposal facility.
- (2) If the nature of the waste stream changes after the initial testing, collect and have analyzed, a new series of samples of the waste stream.
- (3) If there is a Work shut down at the end of a season (e.g. winter shutdown), collect and have analyzed a new series of samples (i.e. a minimum of four representative samples) of each waste stream when the Work resumes.

2. Testing

a. Solid Waste

- (1) Direct the laboratory to test the solid waste in accordance with 40 CFR 261, Appendix II, Method 1311, Toxicity Characteristic Leaching Procedure (TCLP), to determine if it is hazardous.
- (2) Analyze the first two samples from each waste stream for full TCLP as defined in C.3.a)(1)(a) hereunder. Conduct any additional test required by the disposal facility. Analyze subsequent samples of the waste stream(s) for lead and any metal or hazardous material that is detected in the initial TCLP testing. When chemical strippers are used, test all liquids and sludge. Include pH to determine corrosivity. Test all spent solvents, and solvent/sludge resulting from paint equipment cleaning.
- (3) Waste water - test the waste water for Total metals (As, Cd, Cr, Cu, Pb, Hg, Mo, Ni, Zn), hexavalent chromium, pH, suspended solids, oil and grease, BOD, temperature, total cyanide, TPH, and other analytical parameters required for disposal characterization or by the disposal facility.

3. Classification of Solid Waste

- a. Hazardous Waste Classification shall be performed in accordance with 40 CFR Part 261

- b. Classification of waste generated using steel abrasive

When recycled steel grit abrasives are used and the resulting TCLP test results indicate lead concentrations from 1 to less than 5mg/L, notify the TSD that the waste contains lead. Provide the TCLP test results, and stipulate that further stabilization to TCLP levels below 0.75 mg/L is required prior to disposal.

4. Laboratory Report

- a. Include the following minimum information in each report: Identity of the RCRA listed waste streams and identity of the waste stream(s) analyzed, the number of samples collected and tested, dates of sampling and testing, laboratory test procedures utilized, the names and signatures of the individuals collecting the samples and analyzing the laboratory tests, interpretation of the test results, and final determination.
- a. Include copies of the chain-of-custody forms in the documentation of hazardous waste and non-hazardous waste streams.
- b. Provide laboratory reports to the Engineer within 15 days of sample collection but no later than 45 days after start-up.

C. WASTE HANDLING, PACKAGING, AND STORAGE

- 1. Comply with 40 CFR 262, NJAC title 7, and 6 NYCRR 372 for the on-site handling, packaging, and storage of all waste generated by the Work.
- 2. All paint debris shall be vacuumed and collected in DOT-approved drums or containers in compliance with 49 CFR 173 and 178 at the end of each Work period. Paint debris shall include paint chips and dust and shall not include any other construction debris, trash or chemical solvents. All disposable protective clothing and interior lining of the containment system shall be collected in DOT-approved drums or containers at the end of each Work period.
- 3. At the Work areas, store waste in secure locations designated by the Engineer. Do not place hazardous waste on unprotected grounds (e.g. cover the ground with impervious tarping). Locate in a secure area with signs around the perimeter, and shield adequately to prevent dispersion of the waste by wind or water.

4. At a minimum, collect and store the hazardous waste at the end of each working day in storage drums or containers such that no waste is left overnight. Use DOT-approved drums for hazardous waste storage. Once a drum of hazardous waste at the Work areas is full, move it to a designated secure storage area within 3 days. The hazardous waste generated from Work in New Jersey shall be stored in New Jersey. The hazardous waste generated from Work in New York shall be stored in New York.
5. Properly transport all non-hazardous waste municipal/construction waste from the Work areas to the designated storage area. Verify that the waste is completely covered during transportation.
6. Maintain all drums and containers in good operating conditions with all lids and closing mechanisms intact and operational to prevent escape of debris by winds, spilling of contents, or access by unauthorized personnel.
7. Cover all drums immediately upon filling and confirm that all lids are attached except when filling. Verify that all drums are labeled upon filling and that labels remain intact.
8. Inspect the drums or containers for corrosion and leaks. Conduct daily inspections in New Jersey, and weekly inspections in New York. Record the results of the inspections in a log book and make available to the Engineer for review.
9. Store non-hazardous waste separately from hazardous waste. Do not co-mix hazardous waste with non-hazardous waste. Do not mix different types of hazardous waste unless specifically approved by the Engineer.
10. Arrange containers in the storage areas for easy accessibility. Stage the containers together in lots no greater than two rows of five containers each. Maintain a minimum lane clearance of 36 inches between each lot of ten containers.
11. Verify that all waste is transported to the appropriate recycling or disposal facility within 60 days after waste is first placed into the container.
12. Improper waste storage is cause for immediate suspension of the Work by the Engineer until appropriate corrective action is completed.
13. Train all personnel in the proper handling of hazardous waste at the Work site in accordance with 40 CFR 265.16, including the procedures to follow in the event of a release or spill, required notifications, and methods of clean-up. Maintain all training records on-site and make available to the Engineer for review.
14. Do not fill any drums in excess of the capacity marked on the container.

15. If soil remediation is required as a result of Contractor activities, place the soil into separate containers, and assume all costs for its disposal.

D. LABELING OF CONTAINERS

1. Immediately label all containers of waste and paint debris to identify the contents. Label containers of paint debris as "LEAD PAINT WASTE, CONTAINS LEAD". Include the Contract Number and locations. Provide similar labels on containers of other waste, wastewater and debris.
2. After the TCLP test results are received, or after determination of hazardous waste status based on RCRA list at 40 CFR 261, Subpart D, immediately apply hazardous waste labels, if the waste tests hazardous. Label each container of hazardous waste in accordance with 40 CFR 262, and 49 CFR 171-179. Include the following minimum information:
 - a. Hazardous Waste. Federal law prohibits improper disposal. If found, contact the nearest police, or public safety authority, or the U.S. Environmental Protection Agency.
 - b. Proper DOT Shipping Name.
 - c. Manifest Document No.
 - d. Generator name, address, and EPA ID No.
 - e. Date of Accumulation
 - f. EPA Waste No.
3. Enter the above information using permanent marking material, printed in English, and displayed on a background of contrasting color unobscured by other labels or attachments. Locate labeling away from other markings that could substantially reduce its effectiveness.
4. Complete the labeling, marking, and placarding activities under the observation of the Engineer, prior to storing or transporting any container.

E. WASTE TRANSPORTATION AND DISPOSAL (WITH THE EXCEPTION OF WASTE WATER AND WASTE WHICH CONTAINS STEEL GRIT)

1. Hazardous Waste
 - a. Prepare the hazardous waste manifest for each shipment and provide to the Engineer for review and signature.
 - b. Arrange for the transportation of all hazardous waste by a licensed transporter in accordance with 40 CFR 263, 49 CFR 171-179, and 6 NYCRR 364. Also comply with applicable City regulations. Verify that all waste is completely covered during transport.

- c. Unless specifically approved by the Engineer in writing ensure that, the hazardous waste transporter does not stop enroute either before or after the pickup of hazardous materials from the construction site.
- d. Arrange for the recycling or disposal of all hazardous waste in accordance with 40 CFR 264, 40 CFR 268, and 6 NYCRR 373. Verify that only licensed recycling facility or treatment, storage, and disposal (TSD) facilities are used.
- e. If the waste is shipped to a TSD facility, notify the facility that stabilization to less than 0.75 mg/L lead is required.
- f. Provide a certification for each manifested shipment that the waste was accepted by the recycling or disposal facility, and properly treated and disposed. Comply with all of the manifesting, certification, and reporting requirements for hazardous waste in accordance with 40 CFR 262, 40 CFR 268, and 6 NYCRR 372, including certificates of final disposal for each shipment. Provide a copy of manifest signed by receiving facility within 24 hours of shipment.

2. Non-Hazardous Municipal/Construction Waste

- a. Properly transport, and dispose of all non-hazardous municipal construction waste. Prepare a non-hazardous waste manifest for each shipment and provide to the Engineer for review and signature.
- b. Verify that waste is completely covered during transport.
- c. If toxic metals or hazardous substances were detected during the laboratory testing, notify the disposal facility that such metals or materials are present in the waste.
- d. Comply with additional City regulations as applicable as though the Authority were a private corporation.
- e. Provide a copy of manifest signed by receiving facility within 24 hours of shipment.

3. Final Waste Report

The contractor shall provide the Engineer with an electronic report that includes all waste manifests and laboratory analytical reports for all waste sampling conducted. The electronic report shall be in a PDF format compatible with Adobe Acrobat 8.0.

F. SPECIAL WASTE REQUIREMENTS FOR RECYCLED STEEL GRIT

1. When recycled steel abrasives are used and the resulting TCLP test results of lead concentration between 1 mg/L and 5 mg/L, collect, handle, store, and transport the waste in the same manner as if it tested hazardous.

2. Notify the waste recycling or TSD facility that the waste contains high levels of lead.
3. If the waste is shipped to a TSD facility, notify the facility that further stabilization is required prior to disposal. Use the stabilization methods that would have been used in the event the waste tested hazardous. Stabilize to less than 0.75 mg/L lead.

G. WASTE WATER HANDLING AND DISPOSAL

1. Provide containers for the collection and retention of all waste water including but not limited to the water used for steam cleaning, hygiene purposes, laundering of clothing if done on site, decontamination and cleanup activities.
2. Filter visible paint chips and particulate from the waste water prior to placing it into the containers. Prior to disposal, provide ample filtration (e.g. through a multi-stage filtration system ending in 5 microns or better if needed). Test the water for total toxic metals and for other parameters specified herein.
3. Make disposal arrangement with the local publicly owned treatment works (POTW), sanitation company, or other appropriate permitted facility. Provide the Engineer with documentation signed by an official of the facility stating that such facility will accept the waste, and that the levels of any lead, toxic metals and constituents remaining in the waste water are acceptable by the facility.

END OF SECTION

SECTION 02095

CONTAINMENT, WORKER, AND ENVIRONMENTAL PROTECTION

APPENDIX "A"

SUBMITTALS

Submit the following in accordance with the requirements of Shop Drawings, Catalog Cuts and Samples of Division 1 - GENERAL PROVISIONS:

Shop Drawings

- 02095A01 Containment Plans and Drawings - Provide a written description, shop drawings, and calculations for the design and construction of work platforms, and containment and ventilation systems, including, but not limited to the following:
- 02095A02 Detailed drawings signed and stamped by Professional Engineer(s) licensed in the State of New York. Have the engineer(s) analyze the system for the effects of wind forces on the building and the containment system itself, and all other maximum live and dead imposed loads (e.g., platforms, equipment, personnel, waste, traffic, etc.). Do not allow the containment system to induce a load on the building which will create an overstress condition, exceed the limits given on the Contract Drawings, or otherwise affect the structural integrity of the building or the containment or temporary structures, and do not allow the system to encroach upon the required building clearances.
- 02095A04 Dimensioned elevation and sectional views showing all containments and encroachments of sidewalk traffic created by the containment, debris collection equipment, and ventilation or recycled abrasive systems.
- 02095A05 The plan for staging, installing, moving, and removing the containment; and the methods of attachment that will be used. Make attachment points to specific, substantial framing members only, as approved by the Engineer. Design the containment in order for it to be disassembled and secured within one hour of notification, such as under inclement weather conditions. Design it in such a manner that it is capable of being disassembled during high wind conditions of at least 40 mph.

Catalog Cuts

- 02095B01 Provide catalog cuts of radios that will be used to monitor weather conditions and wind velocity, and the name, address, phone number, and contact of the weather service that will be used and a copy of the contract with the weather monitoring service.
- 02095B05 Provide description of noise mitigation to be employed, including the name of the manufacturer of any material used and its specifications.

02095B08 Provide catalog cuts and technical data sheets of construction equipment to be employed during Work of this Contract.

Product Data

02095D01 Technical data sheets, specification sheets, any other information needed to thoroughly describe the containment plan and materials proposed for use. Include a two (2) sq. ft. sample of each of the proposed enclosure material(s), together with the manufacturer's specifications on light transmittance, flame spread, and fuel contributed, burst strength, abrasion durability, and unit weight of material.

02095D02 A description of debris collection and air filtration equipment, including the equipment data sheets, airflow capacity, fan curves, equipment weights and temporary utility service requirements

02095D03 Information on any temporary heating units proposed for use, fuel to be used and the safety measures to be employed for heater use and fuel storage.

Construction and Installation Procedures

02095G01 Include the methods of access that will be provided to work areas inside containment, locations of safety lines, and locations of containment entryways

02095G02 The methods and procedures that will be used for cleaning and securing the containment at the end of each work day, and the cleaning undertaken prior to dropping or relocating the containment.

Calculations

02095H10 Submit for review all acoustical and structural capacity calculations, including wind load, and drawings for each enclosure or barrier, with certification that such enclosures and barriers conform to all structural, clearance, or other requirements that may be included elsewhere in this Contract.

Qualifications

02095K01 Provide certifications of the entity which will be performing lead abatement work in accordance with the SSPC Guidelines.

02095K02 Provide evidence of confined space training for workers who will be entering, supervising and attending confined spaces.

02095K03 Provide evidence that the analytical laboratory proposed for TCLP testing and waste analysis (i.e. solid and liquid) is experienced to perform full TCLP and waste analysis for all parameters as specified.

- 02095K04 Acoustics Firm - submit the name, address, telephone number, and contact person of the acoustics firm that will be employed. Include the names of the employee(s) who will be performing the acoustical design and consulting services under this Contract. Provide the name(s) and telephone number(s) of previous project owners for whom the acoustics firm has provided similar services.
- 02095K05 Certified Industrial Hygienist - provide the name, experience, and qualifications of the CIH who will be reviewing, approving and sealing the site-specific Health and Safety Plan.
- 02095K06 Provide written confirmation that the supervisors and workers who will be installing the containment system have successfully completed at least one contract of similar size and complexity within two years preceding the Authority's acceptance of the Contractor's Proposal. In the case of abrasive blast cleaning, the project must have involved the use of a containment system equivalent to SSPC Class 1A with negative air pressure.
- 02095K07 Provide certifications of supervisors and workers who will be performing Work in the State of New Jersey under New Jersey Lead abatement Supervisor and Worker Programs.
- 02095K08 Competent Person - Provide written confirmation that the person or persons designated as the OSHA competent person meets the requirements for "Competent Person" as stated in 1.05D "Qualifications and Experience".
- 02095K09 Containment Design Engineers - Provide written confirmation of the license and experience of the Professional Engineers as stated in 1.06 C "Qualifications and Experience".
- 02095K10 Provide the names, addresses, qualifications, and contact person for the proposed transporter(s) of hazardous waste, non-hazardous waste, and waste water. Provide evidence that each transporter has current registration approved by NYSDEP, as applicable. Hazardous waste haulers are required to have a 6 NYCRR, Part 364, Waste Transporter Permit.
- 02095K11 Non-hazardous Waste Disposal Facility Qualifications, Experience, and Permits - Provide the name, address, telephone number, contact person, and permit for each waste landfill that will accept the non-hazardous waste generated by the Contractor

Information

- 02095S01 Provide the plan for monitoring the soundness of the containment during weekends, holidays, or extended shut downs. In the case of extended shut downs, conduct an inspection of the containment, platform, and its components a minimum of once every two weeks. Provide the procedures for mobilizing crews to the site to initiate the emergency demobilization plan in the event of inclement weather, and the plans for the immediate removal of snow and ice from the containment structure

- 02095S02 Provide contact names and phone numbers of contractor personnel responsible for monitoring weather, inspecting the containment and performing emergency demobilization in the event of inclement weather.
- 02095S03 Provide a detailed plan for dropping the containment within 1 hour of the notification of inclement weather, such as sustained wind speeds of 40 mph or greater, or heavy precipitation.
- 02095S04 Health and Safety Plan - Submit the following plans, programs, and information addressing worker health and safety from exposure to lead. As part of the project, the Health and Safety Plan shall also include OSHA hazard communication, fall protection, scaffolding, electrical safety and general construction safety requirements of OSHA for the entire project.
- 02095S05 Provide a written, project-specific Health and Safety Plan under the direction of, and signed and sealed by, a Certified Industrial Hygienist (CIH). Identify the methods of compliance that will be used to reduce worker exposures to toxic metals including engineering and waste practice controls
- 02095S06 Plan for Establishing Restricted Zones - Submit a plan for the establishment of restricted zones around equipment and operations that may generate emissions of dust or debris containing lead or other toxic metals. Include the methods that will be used for instrument monitoring and designating the restricted zones.
- 02095S07 Environmental Compliance Plan - Submit an Environmental Compliance Plan which establishes programs for the monitoring activities that will be undertaken under the Contract:
- 02095S08 Assessments of Visible Emissions and Releases - A written program for the observation of visible emissions during the performance of the Work, and inspections for releases or spills of dust and debris that become deposited on surrounding equipment, property, soil, water, and sediment. Include the frequency and methods of observation and inspection that will be made, areas or work activities that will be observed, and the frequency and nature of clean up that will be undertaken. Include the name(s) and qualifications of the personnel conducting the observations and inspections.
- 02095S09 Final Cleaning/Clearance Evaluations - A written program identifying the procedures and methods that will be used to conduct final clean up, and final visual cleanliness inspections and evaluations. Include a statement that the Contractor will undertake all clean-up and remediation necessary to return the soil, water, and sediment to pre-job conditions in the event that sampling and analysis conducted by the Authority show that contamination has occurred, at no additional cost to the Authority.
- 02095S10 Provide the name, address, telephone number and contact person for each waste disposal facility proposed for use in the Contract, including but not limited to hazardous, non-hazardous, and waste water.

- 02095S11 Provide evidence that each disposal facility has current registrations and permits for the operation of such facilities, or written approval from the state (and by the USEPA or other local agency, if applicable) in which it operates. Provide evidence that each disposal facility maintains current state Pollution Discharge Elimination System Permits, if applicable. If recycled steel grit abrasives will be used, advise the facilities that the lead paint waste must be handled and stabilized as if it tested hazardous. Provide the proposed means of stabilization that will be used by the facility to comply with the requirements of this Section. If it is proposed that a secondary smelter will be used for the recycling of the waste, provide evidence that the smelter holds a valid EPA and consignment waste approval for the treatment of the hazardous materials present in the waste that will be generated (e.g., D008 in the case of lead-containing waste).
- 02095S12 If the Contractor proposes to discharge waste water directly into the sewer system, provide a written permit or written documentation from the local sewer district which provides approval of such activities. Advise each legally permitted recycling or waste disposal facility that bridge paint debris will be generated (e.g., lead paint debris, water), and identify the toxic metals that the waste will be likely to contain.
- 02095S13 Advise each legally permitted recycling or waste disposal facility that bridge paint debris will be generated (e.g., lead paint debris, water), and identify the toxic metals that the waste will be likely to contain. Based on the above information, provide a letter from each of the proposed hazardous waste recycling or disposal facilities, stating that the facility can accept this type of waste, is authorized to accept the waste under the laws of the State of residence; has the required capability to treat and dispose of the materials; and will provide or assure the ultimate disposal method indicated on the Uniform Hazardous Waste Manifest.
- 02095S14 Provide a letter from the proposed waste water disposal facility, indicating that the facility has the capability to handle and properly dispose of the waste water. Provide the Engineer with the original letters signed by a legally authorized representative of each facility.
- 02095S15 Provide evidence that during the last twelve (12) months, each proposed disposal facility has not incurred:
- a. more than three (3) Notice of Violation (NOVs) related to accepting unpermitted haulers, or accepting waste containing contamination above the facility's permit limits;
 - b. more than three (3) NOVs related to poor housekeeping, such as spills of chemicals or petroleum products that could contaminate soil and ground water; and
 - c. an Administrative Consent Order (ACO) related to ground water remediation.

- 02095S16 Waste Handling Plan - A written program that addresses the proper handling and disposal of all waste. Include the procedures and equipment that will be used for:
- the collection of waste water, paint, spent abrasive and paint chips and other debris, and its transportation to the storage area identified by the Engineer or on the Contract Drawings;
 - the collection of representative samples of waste for testing;
 - the testing and analysis procedures that will be used;
 - the determination of hazardous waste and non-hazardous waste streams, as defined in 40 CFR 261.2;
 - the site handling, storage, packing, and labeling of the waste.

- 02095S17 Contingency Plan and Emergency Procedures
- Submit a Contingency Plan and Emergency Procedures to respond to fires, explosions, or any unplanned sudden or non-sudden releases of hazardous waste or hazardous waste constituents to air, soil, or surface water at the Work site.
 - The plan must describe arrangements agreed to by local police departments, fire departments, hospitals, and state and local emergency response teams.
02095
41
 - The plan must list names, addresses, and phone numbers of all persons qualified to act as emergency coordinators; and includes a list of all emergency equipment at the Work site (fire extinguishers, spill control equipment, communications and alarm systems and decontamination equipment).
 - The plan must include an evacuation plan for workers to describe signals to be used to begin evacuation routes, and alternate evacuation routes.
 - Submit evidence that a copy of the plan has been submitted to all local police departments, fire departments, ho

- 02095S18 Prior to working within each containment, submit a letter signed and sealed by the containment design engineer, stating that the containment system has been assembled as shown on the approved, signed and sealed drawings.
- If the containment is not installed in accordance with the design drawings, issue supplemental calculations for the new design for Engineer review and approval in accordance with the original submittal requirements.

END OF APPENDIX "A"

DIVISION 2

SECTION 02844

TEMPORARY CONCRETE BARRIER

PART 1. GENERAL

1.01 SUMMARY

- A. This Section specifies requirements for temporary concrete barriers.
- B. Coordinate the Work of this Section with the requirements of "MAINTENANCE OF TRAFFIC AND WORK AREA PROTECTION" of DIVISION 1 - GENERAL PROVISIONS.
- C. Materials and constructions of this Section constitute temporary facilities that are and shall remain the property of the Contractor unless otherwise shown on the Contract Drawings.

1.02 REFERENCES

The following is a listing of the publications referenced in this Section:

American Society for Testing and Materials (ASTM)

- ASTM A 36 Structural Steel
- ASTM A 123 Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
- ASTM A 307 Carbon Steel Externally Threaded Standard Fasteners
- ASTM C 150 Portland Cement

1.03 SUBMITTALS

See Appendix "A" for submittal requirements.

PART 2. PRODUCTS

2.01 CONSTRUCTION FEATURES AND MATERIALS

- A. General
Provide new barriers and materials or, if acceptable to the Engineer, undamaged previously used barriers and materials in serviceable condition conforming to the requirements specified in this Section, and as shown on the Contract Drawings.

After delivery, a construction site inspection of the barriers and equipment will be made by the Engineer. If any barriers and equipment has been damaged or if, for any reason, the equipment does not comply with the requirements herein, the Contractor shall repair or replace the barriers and equipment at its own cost and expense, even though the barriers and equipment had been inspected for shipment. After such satisfactory replacement and/or repair and subsequent Engineer written approval, the barriers shall be installed.

B. Precast Concrete Barriers

1. Shall be manufactured with white portland cement concrete in accordance with the Contract Drawings which depict New York and New Jersey requirements. If the Contract Drawings are superseded by later New York or New Jersey Standards, then the most recent Standards shall be used, and the Contractor shall furnish Shop Drawing(s) in accordance with paragraph 1.03 B highlighting the change(s).
2. Concrete shall be proportioned to produce 3000 psi reinforced concrete.
3. Barrier sections less than 10 feet shall have one drainage pocket, and sections greater than 10 feet shall have two drainage pockets conforming to the size shown on the Contract Drawings, or styrofoam pads shall be provided to allow adequate drainage, as shown on the Contract Drawings.
4. Connectors, Anchors and Accessories:- Fabricated ASTM A 36 shapes, plates and bars welded into assemblies required, with ASTM A 307 steel bolts, and other fasteners as required. Finish each assembly and fastener with ASTM A 123 hot-dip zinc coating.

C. Barrier Reflectors

If specified on the Contract Drawings, barrier reflectors shall be 6" x 6", high intensity reflectorized, spaced at 20 feet on center with a minimum mounting height of 30 inches to the bottom of the reflectors. The reflector shall be white or yellow, matching the pavement edgeline, or as shown on the Contract Drawings.

D. Barrier Lights

If specified on the Contract Drawings barrier lights shall be steady burn Type C, spaced at 20 feet on center with a minimum mounting height of 30 inches to the bottom of the lens or as specified on the Contract Drawings. Type B flashing lights shall be placed on the approach end of barrier at 10 feet on center or as shown on the Contract Drawings.

E. Glare/Gawk Shield

Install glare / gawk shield as specified by the manufacturer or as shown on the Contract Drawings.

PART 3. EXECUTION

3.01 PREPARATION

Protect the installation, maintenance, relocation and removal by providing and placing temporary traffic control devices in accordance with the requirements of the specification titled "Maintenance of Traffic and Work Area Protection" in Division 1.

3.02 INSTALLATION

- A. Install barriers at locations shown on the Contract Drawings.
- B. Provide styrofoam pad shimming and leveling as required to ensure smooth and continuously aligned barriers.
- C. Taper ends of barriers shall be flared away from traffic at a rate of 10 to 1 or flatter. Terminate blunt approach end with an impact attenuator as approved by the Engineer in accordance with paragraph 1.03 D or as specified on the Contract Drawings.
- D. Secure barriers against lateral displacement by use of drift pins or anchor bolts drilled into roadway surface or as shown on the Contract Drawings.
- E. Install reflectors and lights as specified herein, and as shown on the Contract Drawings.

3.03 MAINTENANCE

- A. Maintain, clean, relocate and replace barriers, reflectors and lights as required to protect motorists, pedestrians, and workers throughout the Work of this Contract.

3.04 REMOVAL

- A. Remove barriers away from Authority property, when the need has ended, when replaced by approved use of permanent construction, or when directed by the Engineer.
- B. Restore damaged permanent construction, and replace construction that cannot be satisfactorily repaired, all at no cost to the Authority.

END OF SECTION

SECTION 02844
TEMPORARY CONCRETE BARRIERS

APPENDIX "A"

SUBMITTALS

Submit the following in accordance with the requirements of Shop Drawings, Catalog Cuts and Samples of Division 1 - GENERAL PROVISIONS:

Shop Drawings

02844A01 Shop Drawings detailing departures from the Standard Drawings included in the Contract Documents.

Catalog Cuts

02844B01 Proposed equipment Catalog Cuts and procedures to be used for installing, maintaining, relocating and removing the barrier(s).

Certificates

02844E01 Certification from the concrete barrier supplier stating that the concrete barrier(s) meet the requirements of the Contract Drawings.

Construction and Installation Procedures

02844G01 Proposed end treatment details and Catalog Cuts including but not limited to impact attenuator type.

END OF APPENDIX "A"

DIVISION 2**SECTION 02846****TEMPORARY WATER-FILLED BARRIER****PART 1. GENERAL**

1.01 SUMMARY

- A. This Section specifies requirements for temporary water-filled barriers.
- B. Coordinate the Work of this Section with the requirements of "Maintenance of Traffic and Work Area Protection" of Division 1 - GENERAL PROVISIONS.
- C. Materials and constructions of this Section constitute temporary facilities that are and shall remain the property of the Contractor unless otherwise shown on the Contract Drawings.

1.02 REFERENCES

The following is a listing of the publications referenced in this Section:

	<u>American Society for Testing and Materials (ASTM)</u>
ASTM A 36	Structural Steel
ASTM A 123	Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM A 307	Carbon Steel Externally Threaded Standard Fasteners

1.03 SUBMITTALS

Refer to Appendix "A" for submittal requirements.

PART 2. PRODUCTS

2.01 CONSTRUCTION FEATURES AND MATERIALS

- A. General
- B. Provide new barriers and materials or, if acceptable to the Engineer undamaged previously used barriers and materials in serviceable condition conforming to the requirements specified in this Section.

After delivery, a construction site inspection of the barrier and equipment will be made by the Engineer. If any barrier or equipment has been damaged or if, for any reason, the barrier or equipment does not comply with the requirements herein, the Contractor shall repair or replace the barrier and equipment at its own cost and expense, even though the equipment had been inspected for shipment. After such satisfactory replacement and/or repair and subsequent Engineer written approval, the barrier shall be installed.

C. Water-Filled Barriers

Shall be manufactured by Energy Absorption System Inc., or approved equal, and be installed in alternating white and orange sections.

D. Barrier Reflectors

Barrier reflectors shall be installed as specified by the manufacturer, or as shown on the Contract Drawings. Reflectors shall be high intensity reflectorized, with the color, white or yellow, matching the pavement edgeline, or as shown on the Contract Drawings.

E. Barrier Lights

Install low intensity steady burn type C barrier lights as specified by the manufacturer or as shown on the Contract Drawings.

F. Glare / Gawk Shield

Install glare / gawk shield as specified by the manufacturer or as shown on the Contract Drawings.

PART 3. EXECUTION

3.01 PREPARATION

Protect the installation, maintenance, relocation and removal by providing and placing temporary traffic control devices in accordance with the requirements of the specification titled "Maintenance of Traffic and Work Area Protection" in Division 1.

3.02 INSTALLATION

A. Install barriers at locations shown on the Contract Drawings, in alternating white and orange sections.

B. Approach ends of barriers shall be flared away from traffic at a rate of 10 to 1 or flatter or as shown on the Contract Drawings. End treatment shall be provided by leaving the water out of the first section, and the pin out of the exposed end, or as specified by the manufacturer.

C. Secure barriers against lateral displacement by use of drift pins or anchor bolts drilled into roadway surface or as shown on the Contract Drawings.

D. Install reflectors and lights as specified herein, or as shown on the Contract Drawings.

3.03 MAINTENANCE

A. Maintain, clean, relocate and replace barriers, reflectors and lights as required to protect motorists, pedestrians, and workers throughout the Work of this Contract.

3.04 REMOVAL

- A. Remove barriers away from Authority property, when the need has ended, when replaced by approved use of permanent construction, or when directed by the Engineer.
- B. Restore damaged permanent construction and replace construction that cannot be satisfactorily repaired, all at no cost to the Authority.

END OF SECTION

SECTION 02846

TEMPORARY WATER-FILLED BARRIER

APPENDIX "A"

SUBMITTALS

Submit the following in accordance with the requirements of Shop Drawings, Catalog Cuts and Samples of Division 1 - GENERAL PROVISIONS:

Shop Drawings

02846A01 Shop Drawings detailing departures from the Standard Drawings included in the Contract Documents.

Catalog Cuts

02846B01 Proposed equipment Catalog Cuts and procedures to be used for installing, maintaining, relocating and removing the barrier(s).

Certificates

02846E01 Certification from the water-filled barrier supplier stating that the water-filled barriers meet the requirements of the Contract Drawings.

END OF APPENDIX "A"

DIVISION 2**SECTION 02850****PLYWOOD SIGN PANELS AND WOOD SIGN POSTS****PART 1. GENERAL****1.01 SUMMARY**

This Section specifies requirements for the following:

- A. Plywood sign panels for use in the construction of temporary (TYPE 1) and permanent (TYPE 2) guide, warning and regulatory roadway signs. Sign type usage, TYPE 1 or TYPE 2, shall be identified on the Contract Drawings for each required sign.
- B. Wood sign posts and footings for both TYPE 1 and TYPE 2 sign panel side-of-road installations.

1.02 REFERENCES

The following is a listing of organizations and publications referenced in this Section:

- American Association of State Highway and Transportation Officials (AASHTO)
Standard Specifications for Structural Supports for Highway Signs, Luminaries, and Traffic Signals (LTS-2).
- Manual for Signing and Pavement Markings of the National System for Interstate and Defense Highways (MUTCD)
- AASHTO M 168 Wood Products
- American Society for Testing and Materials (ASTM)
- ASTM A 153 Zinc Coating (Hot Dip) on Iron and Steel Hardware
- ASTM B 209 Aluminum and Aluminum-Alloy Sheet and Plate
- ASTM B 211 Aluminum-Alloy Bar, Rod and Wire
- ASTM B 221 Aluminum-Alloy Extruded Bars, Rods, Wire, Shapes and Tubes
- ASTM D 245 Methods for Establishing Structural Grades and Related Allowable Properties for Visually Graded Lumber
- ASTM A 307 Carbon Steel Externally Threaded Standard Fasteners
- ASTM A 325 Quenched and Tempered-Steel Bolts and Studs with suitable Nuts and Plain Washers
- ASTM D 2555 Methods for Establishing Clear Wood Strength Values
- American Wood Preservers Association (AWPA)
- AWPA C 1 Timber Products - Preservative Treatment by Pressure Processes
- AWPA C 14 Wood for Highway Construction, Pressure Treatment
- Douglas Fir Plywood Association
- Federal Highway Administration (FHWA)

Manual on Uniform Traffic Control Devices for Streets and Highway (MUTCD)
Standard Alphabets for Highway Signs
Standard Lower-case Alphabets for Highways

United States Department of Commerce (USDC)
Product Standard PS-1 Soft Plywood, Construction and Industrial

1.03 DESIGN AND PERFORMANCE REQUIREMENTS

- A. Design of signs and sign structure shall provide sufficient strength to withstand a wind loading of 80 miles per hour as per AASHTO LTS-2.
- B. Sign supports and framing shall be designed to meet the required wind loading. Posts shall be designed for direct embedment in the soil by excavation and back fill, or by driving with hand or mechanical equipment.

1.04 QUALITY ASSURANCE

Each plywood sheet shall be grade marked and certified in accordance with the standards adopted by the Douglas Fir Plywood Association.

1.05 DELIVERY, STORAGE AND HANDLING

All sign components and materials shall be transported and handled in a manner that shall cause no permanent deformation, injury or damage. Sign components and materials to be stored shall be stored above ground.

1.06 SUBMITTALS

Refer to Appendix "A" for submittal requirements.

PART 2. PRODUCTS

2.01 MATERIALS

- A. Plywood Sign Panels
 - 1. Plywood sign panels shall conform to the requirements set forth in USDC Product Standard PS-1 for Douglas Fir Plywood.
 - 2. The plywood panels for TYPE 1 signs shall be exterior-type plywood, 5-ply and A-C grade or better.
 - 3. The plywood panels for TYPE 2 signs shall be high-density overlay, exterior marine-type plywood, 5 ply and B-B grade or better. Inner plies for TYPE 2 panels shall be B grade veneers or better.
 - 4. The thickness of plywood sign panels and plywood battens shall be not less than 1/2 inch for TYPE 1 panels and not less than 3/4 inch for TYPE 2 signs.

5. The overlay surface for TYPE 2 plywood sign panels shall consist of a cellulose-fibre or sheet, in which not less than 40 percent by weight of the laminate shall be a thermo-setting resin of the phenol or melamine type. The resin-impregnated material shall be not less than 0.009 inches thick and shall weigh at least 60 lbs per 1000 square feet of single face, including both resin and fiber. The resin impregnation shall be sufficient to attach the surfacing material to the plywood. The bond shall be equal in performance to the glue lines between the sheets of veneer that make up the plywood.
6. The face of the cellulose-fibre overlay surface for TYPE 2 panels shall be hard, smooth, and of such quality that further finishing by paint or varnish is not required to fabricate the sign as specified in 2.03 of this Section.

B. Panel Sheeting and Screen Printing

1. Reflectorized Sheeting

Shall be Scotchlite Brand Engineer Grade Series 2200 (heat activated adhesive) or Series 3200 (pressure sensitive adhesive) as manufactured by the Traffic Control Materials Division of the 3M Co., 223-3N 3M Center, St. Paul, Minnesota 55144, or approved equal.

2. Non-Reflectorized Sheeting

Shall be Scotchcal Brand film Series 650 (heat activated adhesive) or Series 3600 (pressure sensitive adhesive) as manufactured by the Traffic Control Materials Division of the 3M Co., or approved equal.

3. Screen Printing Inks, Thinners and Toners

- a. Scotchlite Brand Process Colors Series 700 for use on Reflectorized Sheeting.
- b. Scotchcal Brand Process Colors Series 3900 and 4100 for use on Non-Reflectorized Sheeting.
- c. Approved equals for use on approved reflective and non-reflective sheetings.

4. Panel sheeting (reflective or non-reflective) and screen printing usage shall be shown on the Contract Drawing.

C. Wood Sign Posts

1. Wood sign posts shall be dry, No. 1 grade, S4S, Douglas Fir, Southern or Ponderosa Pine, Hemlock, Spruce or Western Larch conforming to the applicable requirements of AASHTO M 168. The posts shall be straight and true, free of splits, knots and warps or, of steel or aluminum components.
2. All the posts shall be pressure-treated with CCA in accordance with the applicable requirements of AWPA C1 and AWPA C 14.
3. Posts shall be surfaced four sides, have a uniform cross-section, and shall be sized not less than 4 inches by 4 inches. The post shall be graded for the following stress grades in accordance with the grading rules developed from ASTM D 245 for the selected stress grades. Using the clean wood properties of ASTM D 2555, the bending stress of the post in a TYPE 1 panel installation shall be not less than 1200 psi, and not less than 4000 psi for a TYPE 2 panel installation.

D. Stiffeners, Brackets and Miscellaneous Hardware

1. Horizontal and vertical sign panel stiffeners (Z bars) and panel brackets shall be fabricated of aluminum alloy 6061-T6 conforming to ASTM B 221.
2. Other miscellaneous aluminum hardware including bolts, nuts, washers, screws, rivets, pull-type lockbolts and serrated or knob stem blind rivets shall be fabricated to meet the requirements of ASTM B 209 and ASTM B 211 for Alloy 2024-T4. Component designated as Alloy 2024-T4 shall be given a chromated sealed anodic coating.
3. High strength steel bolts, nuts and washers shall conform to ASTM A 325. High-strength bolts, nuts and washers shall be galvanized in accordance with ASTM A 153.

E. Footings

1. Soil bearing plates shall be attached at the bottom of the post as required in 1.03 of this Section, or as shown on the Contract Drawings.
2. Breakaway post, if required, shall be as shown on the Contract Drawings. Breakaway post and footings shall be designed in accordance with the requirements of 1.03 of this Section.
3. Concrete footings, if required by 1.03 of this Section, shall be Class "B" concrete conforming to the Section entitled "Concrete."
4. Portable sign supports shall be as described in "Maintenance of Traffic and Work Area Protection" of Division 1 - GENERAL PROVISIONS.

2.02 CONSTRUCTION FEATURES

- A. Sign face text, symbol, and border layouts shall be in accordance with "Maintenance of Traffic and Work Area Protection", of Division 1 - GENERAL PROVISIONS, or the Contract Drawings conforming to the requirements of:
1. The AASHTO Manual for Signing and Pavement Marking of the National System of Interstate and Defense Highways.
 2. The FHWA MUTCD.
 3. The FHWA Standard Alphabets for Highway Signs.
 4. The FHWA Standard Lower-case Alphabets for Highways.
- B. Sign characters shall be as shown on the Contract Drawings and shall include letters, numerals, symbols and borders.
- C. Sign corner and border radii shall be approximately one-eighth of the height of the sign but shall not exceed 12 inches. Sign borders shall be of the same type character as the legend and shall be approximately the same width as the stroke width of the major lettering or the sign.

2.03 FABRICATION

- A. Holes shall be drilled; cut edges shall be smooth and true, and free from burrs or ragged breaks. All fabrication except for cutting the lower ends of embedded posts shall be done in the shop. The plywood panels shall be clean, dry, and free from oils, dust, grit, or any other contaminants that would adversely affect the adhesion of the Reflectorized and Non-Reflectorized sheeting.
- B. In preparing TYPE 1 panels for Reflectorized and Non-Reflectorized Sheeting, the entire Grade A surface to be covered shall be wiped down with a tack cloth to remove all saw dust and sanding residue.
- C. In preparing TYPE 2 panels for Reflectorized and Non-Reflectorized Sheeting, the entire portion of the overlay surface to be covered, shall first be given a light, firm abrasion with steel wool (medium to fine grade) saturated with xydol, V.M.&P. Naphtha or similar commercial solvent. The surface shall then be wiped clean and dry. An alternate method of panel pre-treatment that consists of a solvent wipe, immediately followed by vapor degreasing (tri-chloroethylene) for a minimum period of 6 minutes may be used.
- D. All panel and batten surfaces to be glued shall be slightly roughened and then glued with waterproof adhesive prior to assembly.
- E. After panel preparation, the edges and back or rear surface of all TYPE 2 panels and battens shall be painted with two coats of approved white exterior paint.

PART 3. EXECUTION

3.01 INSTALLATION

- A. The Contractor shall erect and remove signs as shown on the Contract Drawings, or as ordered by the Engineer, and in such a manner that the traveling public is informed and protected at all times.
- B. Side-of-road ground mounted signs shall normally be erected so that the sign face is truly vertical to the profile line and the intersection angle measured between the sign face and the centerline of the travel lane, which the sign serves shall be 93 degrees. Where lanes divide or on curves, sign faces shall be oriented so as to be most effective both day and night, and to avoid the possibility of specular reflection.
- C. The wood sign posts for side-of-road mounting shall be embedded in the soil to the depth required by the design specified in 1.03 of this Section. The hole for the embedment shall be excavated using a manual post-hole digger or appropriate size power driven auger. After the hole has been excavated, the post shall be aligned to the sign face direction, held vertical in the hole and suitable excavated material shall be tamped in the annular space. Holes resulting from sign post removals shall be filled by the Contractor to restore the area to its original state as directed by the Engineer.
- D. All signs shall be securely fastened to their supports with bolts, nuts and washers of aluminum (2024-T4 alloy) or hot-dip galvanized steel conforming to 2.01 D of this Section, as required by the design specified in 1.03 of this Section.
- E. Plywood battens and aluminum panel stiffeners shall be utilized as required by 1.03 of this Section and shall conforming to the applicable requirement of 2.01 of this Section.

- F. Horizontal and vertical sign clearances shall be as shown on the Contract Drawings.
- G. Other non-wood post mounting of plywood signs, such as overhead sign installations shall be as shown in the Contract Drawings.
- H. Concrete footings, if required by 1.03 of this Section, shall be placed in accordance with the requirements of the Section of these Specifications entitled "Concrete," and shall not extend more than 4 inches above grade.

3.02 FIELD INSPECTION

- A. Immediately prior to erection, all material shall be inspected by the Engineer for damage.
- B. The Engineer will inspect each completely erected sign for proper location, line and grade of signs, vertical post alignment, condition, appearance, reflectorization and visibility.
- C. As the Work progresses, the location, position and condition of all signs shall be monitored by the Contractor in accordance with "Maintenance of Traffic and Work Area Protection" of Division 1 - GENERAL PROVISIONS.

END OF SECTION

SECTION 02850

PLYWOOD SIGN PANELS AND WOOD SIGN POSTS

APPENDIX "A"

SUBMITTALS

Submit the following in accordance with the requirements of Shop Drawings, Catalog Cuts and Samples of Division 1 - GENERAL PROVISIONS:

Shop Drawings

02850A01 Submit the following in accordance with the requirements of "Shop Drawings, Catalog Cuts and Samples" of Division 1 – GENERAL PROVISIONS: Detailed sign face layout for all TYPE 2 sign panels showing letter height, width, brush stroke, spacing between letters, words, symbols and lines, border width, symbols details, and overall dimensions of the sign panels. Detailed sign face layouts are not required for TYPE 1 sign panels.

02850A02 Submit the following in accordance with the requirements of "Shop Drawings, Catalog Cuts and Samples" of Division 1 – GENERAL PROVISIONS:
Shop drawings of sign panel and posts showing the sizes of the members and their connection details. The shop drawings shall also show the total length of the posts for each sign and give an elevation view of each of the completely erected signs with vertical clearance below the lowest sign panel to adjacent roadway, and other relevant dimensions.

Catalog Cuts

02850B01 Submit the following in accordance with the requirements of "Shop Drawings, Catalog Cuts and Samples" of Division 1 – GENERAL PROVISIONS: Catalog cuts of all the materials to be used for sign faces.

Calculations

02850H01 Prior to fabrication, submit computations for the design of the sign panels and supports, as required in 1.03 of this Section, signed by a Professional Engineer licensed to practice in the State where the Work is to be performed.

END OF APPENDIX "A"

DIVISION 2**SECTION 02851****ALUMINUM SIGN PANELS****PART 1. GENERAL**

1.01 SUMMARY

This Section specifies requirements for the following:

- A. Aluminum sign panels for use in the construction of directional, guide, warning and regulatory roadway signs.

1.02 REFERENCES

The following is a listing of the publications referenced in this Section:

American Association of State Highway and Transportation Officials (AASHTO)

Standard Specifications for Structural Supports for Highway Signs, Luminaries, and Traffic Signals (LTS-2)

Manual for Signing and Pavement Markings of the National System for Interstate and Defense Highways

American Society for Testing and Materials (ASTM)

- ASTM A 153 Zinc Coating (Hot-Dip) on Iron and Steel Hardware
- ASTM A 193 Alloy-Steel and Stainless Steel Bolting Materials for High-Temperature Service
- ASTM A 194 Carbon and Alloy Steel Nuts for Bolts for High-Pressure and High-Temperature Service
- ASTM A 325 High-Strength Bolts for Structural Steel Joints
- ASTM A 325 High-Strength Bolts for Structural Steel Joints
- ASTM B 209 Aluminum and Aluminum-Alloy Sheet and Plate
- ASTM B 211 Aluminum-Alloy Bar, Rod and Wire
- ASTM B 221 Aluminum-Alloy Extruded Bars, Rods, Wire, Shapes and Tubes

American Welding Society (AWS)

- AWS D 1.2. Structural Welding Code - Aluminum

Federal Highway Administration (FHWA)

Manual on Uniform Traffic Control Devices for Streets and Highway (MUTCD)

- Standard Alphabets for Highway Signs
- Standard Lower-case Alphabets for Highways
- Standard Traffic Signs

1.03 DESIGN AND PERFORMANCE REQUIREMENTS

- A. Design of signs, supports and framing shall provide sufficient strength to withstand a wind loading of 80 miles per hour as per AASHTO LTS-2.

1.04 DELIVERY, STORAGE, AND HANDLING

All sign components and materials shall be transported and handled in a manner that shall cause no permanent deformation, injury or damage. Sign components and materials to be stored shall be stored above ground.

1.05 SUBMITTALS

Refer to Appendix "A" for submittal requirements.

PART 2. PRODUCTS

2.01 MATERIALS

A. Aluminum Sign Panels

1. Aluminum sheets and plates shall conform to ASTM B 209, alloy 6061-T6.
2. Fabricate panels from standard sheet widths. The thickness for panel sizes of 30 inches by 30 inches or smaller shall be 0.080 inch and the thickness of larger panels shall be 0.125 inch unless otherwise shown on the Contract Drawings.
3. The panel blanks shall be free from laminations, blisters, open seams, pits, holes, or defects that may affect their strength, appearance or use. The thickness shall be uniform and the blanks shall be commercially flat.

B. Panel Sheeting and Screen Printing

1. Reflectorized Sheeting

Scotchlite Brand High Intensity Grade Series 2800 (heat activated adhesive) or Series 3800 (pressure sensitive adhesive) as manufactured by the Traffic Control Materials Division of the 3M Co., 223-3N 3M Center, St. Paul, Minnesota 55144, or approved equal, and shall meet or exceed the reflecting requirements associated with High Intensity Grade, sheetings.

2. Non-Reflectorized Sheeting

Scotchcal Brand film Series 650 (heat activated adhesive) or Series 3600 (pressure sensitive adhesive) as manufactured by the Traffic Control Materials Division of the 3M Co., or approved equal.

3. Screen Printing Inks, Thinners and Toners

- a. Scotchlite Brand Process Colors Series 700 for use on Reflectorized Sheeting, or approved equal
- b. Scotchcal Brand Process Colors Series 3900 and 4100 for use on Non-Reflectorized Sheeting, or approved equal

4. Panel sheeting (reflective or non-reflective) and screen printing usage shall be as shown on the Contract Drawings.

C. Stiffeners, Brackets and Miscellaneous Hardware

1. Horizontal and vertical sign panel stiffeners (Z bars) and panel brackets shall be fabricated of aluminum alloy 6061-T6 conforming to ASTM B 221.
2. Other miscellaneous aluminum hardware including bolts, nuts, washers, screws, rivets, pull-type lockbolts and serrated or knob stem blind rivets shall be fabricated to meet the requirements of ASTM B 209 and B 211 for Alloy 2024-T4. Component designated as Alloy 2024-T4 shall be given a chromated sealed anodic coating.
3. High strength steel bolts, nuts and washers shall conform to ASTM A 325. High-strength bolts, nuts and washers shall be galvanized in accordance with ASTM A 153.
4. Stainless steel nuts shall conform to ASTM A 194, Grade 8F, except that the nuts shall be lock nuts with semifinished hex nuts equivalent to American Standard Heavy Series. Stainless steel bolts, washers, and screws shall conform to ASTM A 193, austenitic steel.

2.02 CONSTRUCTION FEATURES

- A. Sign face text, symbol, and border layouts shall be in accordance with the Contract Drawings and conform to the following requirements of:
1. The AASHTO Manual for Signing and Pavement Marking of the National System for Interstate and Defense Highways.
 2. The FHWA Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD).
 3. The FHWA Standard Alphabets for Highway Signs.
 4. The FHWA Standard Lower-case Alphabets for Highways.
- B. Sign characters shall be as shown on the Contract Drawings.
- C. Sign corner and border radii shall be approximately one-eighth (1/8) of the height of the sign but shall not exceed 12 inches; or as shown in the FHWA Standard Traffic Sign. Sign borders shall be of the same type character as the legend and shall be approximately the same width as the stroke width of the major lettering or the sign, or as shown in the FHWA Standard Traffic Sign.

2.03 FABRICATION

- A. All shearing, cutting and punching shall be performed prior to preparing the blanks for application of reflective material. All edges and corners shall be filed or ground smooth, leaving the entire sign blank free from sharp edges and burrs.

- B. The blanks shall be cleaned, degreased, and chromated or otherwise properly prepared in accordance with the sheeting manufacturer's recommendations. After treatment, clean cotton gloves shall be used in handling the sign blank until the reflective sheeting is applied. All fabrication except for cutting the lower ends of embedded posts shall be done in the shop. The aluminum panels shall be clean, dry, and free from oils, dust, grit, or any other contaminants that would adversely affect the adhesion of the Reflectorized and Non-Reflectorized sheeting.
- C. Welding of aluminum shall consist of inert gas shielded metal arc welding with consumable electrodes. All welding of aluminum shall be performed in the shop. No field welding or aluminum shall be permitted. All welders shall be qualified in accordance with the qualification procedures of AWS D 1.2.
- D. Necessary drilling of holes required for shop and field assembly after sheeting is applied shall be done such that the drill bit does not snag, rip, or damage the sheeting outside of the drill hole. Holes shall be deburred prior to assembly.
- E. Exposed bolt heads on the face of the assembly sign shall be touched up with enamel paint of the same color as the sheeting surrounding the bolts.

PART 3. EXECUTION

3.01 INSTALLATION

- A. Erect, cover, and remove signs as shown on the Contract Drawings.
- B. Side-of-road ground mounted signs shall be erected so that the sign face is truly vertical to the profile line and the intersection angle measured between the sign face and the centerline of the travel lane, which the sign serves shall be 93 degrees. Where lanes divide or curve, sign faces shall be oriented so as to be most effective both day and night, and to avoid the possibility of specular reflection.
- C. All sign panels shall be securely fastened to their supports with bolts, nuts and washers of aluminum (2024-T4 alloy), hot-dip galvanized steel, or stainless steel conforming to 2.01 D, and 1.03 of this Section.
- D. Horizontal and vertical sign clearances shall be as shown on the Contract Drawings.

3.02 FIELD INSPECTION

- A. Immediately prior to erection, all material will be inspected by the Engineer for damage that is attributable to improper transportation, handling or storage procedures.
- B. An inspection of each completely erected sign shall be made in the daylight for proper location, line and grade of signs, vertical post alignment, condition, appearance and visibility. The completely erected signs may also be inspected at night by the Engineer.
- C. As the Work progresses, the location, position and condition of all signs shall be monitored by the Contractor in accordance with the requirements of "Maintenance of Traffic and Work Area Protection" of Division 1 - GENERAL PROVISIONS.
- D. Any deviation from the above-indicated procedure shall be approved by the Engineer.

END OF SECTION

SECTION 02851
ALUMINUM SIGN PANELS

APPENDIX "A"

SUBMITTALS

Submit the following in accordance with the requirements of Shop Drawings, Catalog Cuts and Samples of Division 1 - GENERAL PROVISIONS:

Shop Drawings

02851A01 Submit the following in accordance with the requirements of "Shop Drawings, Catalog Cuts and Samples" of Division 1 – GENERAL PROVISIONS: Detailed sign face layout for all sign panels showing letter height, width, brush stroke, spacing between letters, words, symbols and lines, border width, symbols details, and overall dimensions of the sign panels.

02851A02 Submit the following in accordance with the requirements of "Shop Drawings, Catalog Cuts and Samples" of Division 1 – GENERAL PROVISIONS: Shop drawings of sign panels showing the sizes of the members and their connection details including joining and anchorage, stiffening, and bracing.

Catalog Cuts

02851B01 Submit the following in accordance with the requirements of "Shop Drawings, Catalog Cuts and Samples" of Division 1 – GENERAL PROVISIONS: Catalog cuts of all the materials to be used for sign faces.

Calculations

02851H01 Prior to fabrication, submit computations for the design of the sign panels and supports, as required in 1.03 of this Section, signed by a Professional Engineer licensed to practice in the State where the Work is to be performed.

END OF APPENDIX "A"

DIVISION 7
SECTION 07910
COMPRESSION SEALS

PART 1. GENERAL

1.01 SUMMARY

- A. This Section specifies requirements for compression seals – preformed hollow elastomeric extrusions.
- B. Related Work specified in other Sections includes the following:
 - 1. Division 3 Section on concrete formwork for block-outs.

1.02 REFERENCES

The following is a listing of the publications referenced in this Section:

	<u>American Society for Testing and Materials (ASTM)</u>
ASTM D 2628	Specification for Preformed Polychloroprene Elastomeric Joint Seals for Concrete Pavements.
ASTM D 4070	Specification for Adhesive Lubricant for Installation of Preformed Elastomeric Bridge Compression Seals in Concrete Structures.
ASTM E 1612	Specification for Preformed Architectural Compression Seals for Buildings and Parking Structures.

1.03 ENVIRONMENTAL REQUIREMENTS

Do not proceed with installation of compression seals under the following conditions:

- A. When ambient and substrate temperature conditions are outside the limits permitted by compression seal manufacturer.
- B. When joint substrates are wet due to rain, frost, condensation or other causes.
- C. When joint widths are greater than or less than the permissible widths allowed by compression seal manufacturer for application shown on the Contract Drawings.

1.04 QUALITY ASSURANCE

- A. Installer Qualifications

Engage an experienced installer who has completed installation of compression seals similar in material, design and extent to that required for Work of this Contract and with a record of successful in-service performance.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in manufacturer's original unopened containers or bundles with labels indicating the manufacturer, product name and color.
- B. Store and handle materials to prevent their deterioration or damage due to moisture, temperature changes, contaminants or other causes.

1.06 SUBMITTALS

See Appendix "A" for submittal requirements.

PART 2. PRODUCTS

2.01 MANUFACTURERS

Subject to compliance with the requirements of this Section, furnish and install products of one of the following, or approved equal:

Conspec Systems, Inc., Muncy, PA
Watson Bowman Acme Corp., (subsidiary of Degussa Corp.), Amherst, NY

2.02 MATERIALS

A. General

1. Compatability

Compression seals, adhesives and other related materials and accessories shall be compatible with one another and with joint substrates, as shown on the Contract Drawings.

2. Color

Compression seals shall be of color shown on the Contract Drawings or, if not shown, as selected by the Engineer from manufacturer's custom colors. Compression seals in joints of masonry or stone shall match mortar color unless otherwise shown on the Contract Drawings.

3. Furnish compression seals in longest available lengths to minimize number of end splices.

B. Compression Seals

Preformed elastomeric extrusions of the open-cell compression type, with continuous longitudinal internal baffle system throughout, complying with ASTM E 1612 and with requirements shown on the Contract Drawings for size, profile and cross-sectional design, of one of the following materials:

- 1. Polychloroprene ("Neoprene"): ASTM D 2628.
- 2. Thermoplastic Vulcanizate ("Santoprene"): Thermoplastic rubber compound, Shore A hardness Grade 55 or 64.

- C. Lubricant Adhesive: ASTM D 4070 or as recommended by compression seal manufacturer.
- D. Accessories: Manufacturer's standard anchors, fasteners and other compatible materials as indicated or required for a complete installation.

PART 3. EXECUTION

3.01 EXAMINATION

Inspect joints shown on the Contract Drawings to receive compression seals for compliance with requirements for joint configuration, installation tolerances and other conditions affecting compression seal performance. Do not perform Work until unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Coordinate block-outs at joint edges as required and as shown on the Contract Drawings. Comply with manufacturer's instructions applicable to substrate removals and preparation to accommodate seal installation.
- B. Surface Cleaning of Joints

Clean out joints immediately before installing compression seals, in compliance with recommendations of compression seal manufacturer and the following:

1. Remove foreign material from joint substrates which could interfere with installation of compression seal, including but not limited to: dust; paints (except for permanent protective coatings tested and approved for seal compatibility by compression seal manufacturer); oil; grease; waterproofing; water repellants; water; surface dirt and frost.
2. Clean concrete, masonry, unglazed surfaces of ceramic tile and similar porous joint substrate surfaces either by brushing, grinding, blast cleaning, mechanical abrading, acid washing or a combination of these methods to produce a clean, sound substrate capable of developing optimal bond with compression seal. Remove loose particles remaining from cleaning operations by vacuuming or blowing out joints with oil-free compressed air.
3. Remove laitance and form release agents from concrete.
4. Clean nonporous surfaces using chemical cleaners or other means that are not harmful to substrates or which leave residues capable of interfering with installation of compression seals.

3.03 INSTALLATION

- A. General

Comply with compression seal manufacturer's printed installation instructions applicable to products and applications shown on the Contract Drawings.

- B. Prior to seal placement, apply manufacturer's recommended lubricant adhesive to joint substrates.
- C. Install seal with minimum number of end splices using manufacturer's recommended installation tools. For straight sections install seals in continuous lengths; where splices and changes in direction occur, weld ("Santoprene") or adhesively splice ("Neoprene") compression seal together to create a watertight joint. Recess seal below adjoining joint surfaces by 1/8 to 1/4 inch, unless otherwise shown on the Contract Drawings.

END OF SECTION

SECTION 07910
COMPRESSION SEALS

APPENDIX "A"

SUBMITTALS

Submit the following in accordance with the requirements of Shop Drawings, Catalog Cuts and Samples of Division 1 - GENERAL PROVISIONS:

Samples

07910C01 6 inch long sample strips of each type of compression seal, in the colors required or with manufacturer's color chart for selection and 1 pint sample of lubricant adhesive.

Product Data

07910D01 Manufacturer's technical data and details for each type of compression seal shown, including relevant product dimensions and instructions for joint preparation and installation.

Qualifications

07910K01 Submit proof of installer qualifications. Include lists of completed projects with names and addresses of projects, architects and owners.

END OF APPENDIX "A"

DIVISION 9**SECTION 09913****PAINT REMOVAL AND REPAINTING METAL FABRICATIONS****PART 1. GENERAL**

1.01 SUMMARY

This Section specifies requirements for construction site removal of existing paint and coatings and field painting of items and surfaces listed in the Contract Drawings and Appendix C to this Section.

1.02 REFERENCES

The following is a listing of the publications referenced in this Section, or appendices to this Section. The latest edition at the time of bid shall apply:

American Society for Testing and Materials

ASTM C 136	Standard Method for Sieve Analysis Fine and Course Aggregates
ASTM C 920	Standard Specification for Elastomeric Joint Sealants
ASTM D 521	Standard Methods for Chemical Analysis of Zinc Dust (Metallic Zinc Powder)
ASTM D 523	Test Method for Specular Gloss
ASTM D 562	Standard Test Method for Consistency of Paints Using the Stormer Viscometer
ASTM D 1400	Standard Test Method for Non-Destructive Measurement of Dry Film Thickness of Non-Conductive Coatings Applied to a Non-Ferrous Metal Base
ASTM D 1475	Standard Test Method for Density of Paint, Varnish, Lacquer, and Related Products
ASTM D 1640	Standard Test Methods for Drying, Curing, or Film Formation of Organic Coatings at Room Temperature
ASTM D 2244	Test Method for Calculation of Color Differences from Instrumentally Measured Color Coordinate
ASTM D 2369	Standard Test Methods for Volatile Content of Coatings
ASTM D 2371	Standard Test Method for Pigment Content of Solvent-Reducible Paints
ASTM D 2697	Standard Test Method for Volume Nonvolatile Matter in Clear or Pigmented Coatings

ASTM D 3335	Standard Test Method for Low Concentrations of Lead, Cadmium, and Cobalt in Paint by Atomic Absorption Spectroscopy
ASTM D 3359	Standard Test Methods for Measuring Adhesion by Tape Test
ASTM D 4138	Standard Test Methods for Measurement of Dry Paint Thickness of Protective Coating Systems by Destructive Means
ASTM D 4285	Standard Test Method for Indicating Oil or Water in Compressed Air
ASTM D 4414	Standard Practice for Measurement of Wet Film Thickness by Notch Gages
ASTM D 4417	Standard Test Methods for Field Measurement of Surface Profile of Blast Cleaned Steel
ASTM D 4541	Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Testers
ASTM D 4587	Practice for Conduction Tests on Paint and Related Coatings and Materials Using a Fluorescent UV-Condensation Light- and Water-Exposure Apparatus
ASTM D 4940	Standard Test Method for Conductimetric Analysis of Water Soluble Ionic Contamination of Blasting Abrasives
ASTM E 11	Test Method for Wire-Cloth Sieves for Testing Purposes
	<u>Code of Federal Regulations (CFR)</u>
29 CFR 1926	Occupational Safety and Health Regulations for the Construction Industry
	<u>The Society for Protective Coatings(SSPC)</u>
SSPC-AB 1	Mineral and Slag Abrasives
SSPC-AB 2	Specification for Cleanliness of Recycled Ferrous Metallic Abrasives
SSPC-PA 1	Shop, Field & Maintenance Painting
SSPC-PA 2	Measurement of Dry Paint Thickness with Magnetic Gages
SSPC-SP 1	Solvent Cleaning
SSPC-SP 2	Hand Tool Cleaning
SSPC-SP 3	Power Tool Cleaning
SSPC-SP 7	Brush-Off Blast Cleaning
SSPC-SP 10	Near-White Blast Cleaning
SSPC-SP 11	Power Tool Cleaning to Bare Metal

SSPC-SP 12	Surface Preparation and Cleaning of Steel and Other Hard Materials by High- and Ultrahigh-Pressure Water Jetting Prior to Recoating
SSPC-QP 1	Standard Procedure for Evaluating Qualifications of Painting Contractors (Field Application to Complex Structures)
SSPC-QP 2	Standard Procedure for Evaluating the Qualifications of Painting Contractors to Remove Hazardous Paint
SSPC-VIS 1	Visual Standard for Abrasive Blast Cleaned Steel
SSPC-VIS 3	Visual Standard for Hand and Power Tool Cleaned Steel
SSPC-VIS 4	Guide and Reference Photographs for Steel Surfaces Prepared by Water Jetting
SSPC-Guide 6	Guide for Containing Debris Generated During Paint Removal Operations

SSPC publications are hereby modified by deletion of all references to the American Arbitration Association within all articles relating to dispute resolution. For resolution of disputes, see the Form of Contract clause entitled "Authority of Chief Engineer."

Equipment and Coating Manufacturers' Published Instructions

United States Department of Labor, Material Safety Data Sheets (MSDS)

1.03 QUALIFICATIONS AND EXPERIENCE

- A. The entity performing the Work of this Section, and the supervisor(s) and workers employed by such entity who will actually perform the surface preparation; surface preparation inspection; coating application and coating application inspection operations of this Section, shall have within five (5) years preceding the Authority's acceptance of the Contractor's Proposal successfully completed at least two contracts of on-site surface preparation which utilized abrasive blast cleaning surface preparation method and coating application on structural steel. Job size for each contract shall have been at least 50,000SF.
- B. The entity performing the Work of this Section shall maintain SSPC-QP1 and QP 2 Certifications at the time of bid and throughout the duration of the Contract.

1.04 SUBMITTALS

See Appendix A.

PART 2. PRODUCTS

2.01 MATERIALS

A. Coatings

1. Provide all paint or coating products in strict accordance with the requirements of the Contract Drawings, and Appendices A, C and D.
2. The paint products for System S-1 shall be on the current Northeast Protective Coatings Committee (NEPCOAT) Qualified Product List. Compositional ranges and infrared spectra shall be the same as those accepted by NEPCOAT.
3. Provide finish coats in colors as selected by the Engineer, with underlying coats in contrasting colors. The primer must be distinguishable from the blasted steel surface. It is imperative that the finish coat be produced in the same color and gloss throughout the duration of the Contract. The allowed variation from the originally approved finish coats in color is +/- 1.0 dE (ASTM D 2244), and in gloss is +/- 5 units (ASTM D 523).
4. Provide all paint materials in sealed, original, containers that are properly marked and labeled to allow verification with applicable material safety data sheets, application precautions, and instructions. Verify that the labeling includes the manufacturer's name, type of material, brand name, color designation, date of manufacture, shelf life, contract or order number under which the material has been ordered, lot and batch numbers, quantity, handling, thinning, and application instructions, and gross, tare and net weights.
5. Provide certified test results for each paint batch.

B. Caulking

1. Provide caulking for application in all areas where existing pack rust is removed and in other areas designated by the Engineer.
2. Provide and use caulking material that is approved by the coating manufacturer, accepted by the Engineer, and that can be used successfully between the intermediate and finish coats.
3. Provide the caulking in the same color as the approved top coat.
4. Obtain the caulking from a single manufacturer for all Work of this Section.

C. Epoxy Pit Filling Material

1. Provide epoxy pit filling that is recommended by the coating manufacturer for use with its products.
2. Provide material that is compatible with the paint system, which is capable of filling pits that are 3/16 inch and deeper on surfaces in any orientation (e.g., horizontal or vertical), and which will perform under ponding water conditions. The pit filler must not affect the performance of the paint system when used between the prime and intermediate coats.

2.02 ABRASIVES

- A. Provide expendable or recyclable abrasives that are dry and free of oil, grease, and corrosion producing, or other deleterious contaminants. Do not use silica sand.
- B. Provide abrasives that are sized to produce a sharp, angular, uniform anchor pattern profile height of 2.0 to 3.5 mils, unless the requirements of the coating manufacturer are more restrictive. In this case, comply with the profile requirements specified by the coating manufacturer.

2.03 EQUIPMENT

A. Surface Preparation Equipment

1. Provide brushes, discs, wheels, scrapers, blast cleaning, and other surface preparation equipment sized properly to conduct the Work as specified in this Section.
2. When using recyclable abrasives, provide all equipment needed to recover and clean the abrasive for reuse in compliance with the requirements of this Section.
3. Provide specialized equipment as required for the cleaning of limited access areas as defined in 1.03 A and Appendix E, and for other difficult-to-clean areas. Specialized equipment may include, but is not limited to:
 - a. Power Washing Equipment with Specialized Nozzles - 0°, 30°, and 60° tips; round and flat jet nozzles, whirl jet nozzle, pipe and sewer nozzles; and others.
 - b. High-pressure or ultra high-pressure water jetting equipment.
 - c. Angled nozzles (e.g. 45°, 90°, and 135°) or short nozzles for abrasive blast cleaning.
 - d. Spin blast equipment.

- e. Power tool-cleaning equipment with vacuum shrouds.
- f. Specialized equipment for removing rust scale and pack rust, such as grinding wheels, and heavy duty vibrating and impacting power tools.

B. Paint Application Equipment

- 1. Provide paint brushes, rollers, and spray equipment to perform the Work as specified in this Section.
- 2. Provide specialized equipment as required for the painting of limited access areas as defined as defined in 1.03 A and Appendix E, and for other difficult-to-clean areas. Specialized equipment may include, but is not limited to:
 - a. Pole guns for spray painting.
 - b. Mits, daubers, or other methods to supplement brush application.

C. Containment, Worker, and Environmental Protection

- 1. Comply with Section 02095 which specifies the requirements for the installation and use of containment systems, for the protection of Contractor workers, the public, and the environment from harmful levels of dust, lead, and other toxic metals that may be present in the paint during removal, repair, and clean-up activities.
- 2. Provide containment materials and systems to provide similar levels of protection during all paint application activities, including the control of drips, spills, and overspray.

PART 3. EXECUTION

3.01 CONTAINMENT AND PROTECTION OF SURFACES

- A. Comply with the specific requirements of Section 02095 for containment during the removal of the lead-containing paint. Apply all coatings within an enclosure designed to prevent the escape of paint debris and overspray.
 - 1. Use extreme diligence to assure that vehicular traffic and permanent construction, equipment, hardware, fixtures, and other materials are protected against abrasive impact, paint spillage, overspray, and other damage.
 - 2. Correct damage by cleaning, repairing or replacing, and repainting, as approved by the Engineer, all at no additional cost to the Authority.

3. Provide a paint cleaning station for the removal of drips or overspray from vehicles when painting work is performed above the sidewalk/bus roadway. Locate the station in an area selected by the Engineer. Utilize workers skilled in the restoration of paint damage, when required.
- B. Provide "Wet Paint" signs as required to protect newly painted finishes.
- C. Use protective coverings, shields, or masking as necessary to protect surfaces that are not designated to receive surface preparation or coating, or different color.
- D. Maintain all protective coverings during the entire period the Work is being performed, and remove all coverings upon completion of the Work.

3.02 SEQUENCE OF OPERATIONS

- A. Plan the painting operations and use all necessary tarpaulins/containment devices to assure that overspray from painting in adjacent or overhead areas does not become deposited on the prepared steel or between coats in another area.
- B. See Contract Drawings indicating roadway ventilation requirements.

3.03 TECHNICAL REPRESENTATION BY MATERIAL MANUFACTURERS

- A. Arrange for a qualified technical representative of the paint manufacturer to periodically inspect the Work to verify that the quality of surface preparation is satisfactory for the coating system. Schedule the first visit to coincide with the pre-production test applications described in 3.04 A and Appendix B.
 1. Technical representative after preparation of steel, and during primer installation.
 2. Technical representative during application of finish coats of metallic paint and at flanges of each color.
- B. Arrange for a qualified technical representative of the approved caulking manufacturer to be at the construction site on the first day of field application of the caulking to verify compatibility of the caulking, and to approve the application procedures being used.
- C. Arrange for additional visits by the qualified technical representatives, as requested by the Engineer.
- D. Arrange for the manufacturers' representatives to summarize the results of the inspections in writing, together with recommendations. Provide 3 copies of the reports to the Engineer within one week.

3.04 SURFACE PREPARATION

A. Pre-Production Surface Preparation Test Areas

1. Prior to proceeding with production surface preparation operations, prepare test areas as defined in Appendix B.
2. Do not proceed with production surface preparation activities until the coating manufacturer accepts the results and the Engineer agrees that the test area(s) conform to the requirements of this Section.

B. Weld Spatter, Sharp Edges, and Holes

1. Remove slag, flux deposits, weld spatter, and surface irregularities such as slivers, tears, fins, and hackles. Grind any resulting burrs smooth, including burrs around holes.
2. Prior to surface preparation, break sharp edges, sharp discontinuities, and flame cut edges. The rolled edges of angles, channels, and wide flange beams do not normally require further rounding unless specifically required by the Engineer.
3. Avoid damaging welds or gouging the steel during these operations. Conduct the work in accordance with AWS Guidelines.

C. Rust Scale and Pack Rust

1. Remove rust scale by hand and power tool chipping and grinding prior to blast cleaning.
2. Remove all loose pack rust and remove tight pack rust until the highest point is a minimum of 3 mm (1/8") below the surface of the surrounding sound steel. Pack rust that can not be removed by prying, probing, and digging with a dull putty knife is considered to be tight.
3. Exercise extreme care to avoid nicking or gouging the steel during removal. Nicks and gouges are cause for a suspension of activities until appropriate adjustments are made to prevent a recurrence.
4. Caulk all pack rust areas (not rust scale areas that may be pitted) as part of the painting process.

D. Compressed Air Cleanliness

1. Provide compressed air that is free from moisture and oil contamination.
 2. Use the white blotter test in accordance with ASTM D4285 to verify the cleanliness of the compressed air. Conduct the test at least once per shift for each compressor system. Sufficient freedom from oil and moisture is confirmed if soiling or discoloration are not visible on the paper.
 3. If air contamination is evidenced, change filters, clean traps, add moisture separators or filters, or make adjustments as necessary to achieve clean, dry air. Reinspect surfaces prepared or coated since the last satisfactory test and repair, at no cost to the Authority, defective work caused by contaminated air.
- E. Ambient Conditions - Do not perform surface preparation which exposes bare steel to damp environmental conditions, or when the surface temperature is less than 5° F greater than the dew point temperature of the surrounding air.
- F. Remediation of Chloride
1. Develop surface preparation procedures and processes that will remove chloride from the surfaces in addition to removing paint, rust, and mill scale.
 2. Methods of chloride removal may include, but are not limited to, steam cleaning or pressure washing and scrubbing before or after initial paint removal, chloride removal additives, abrasive blast cleaning the steel and allowing it to rust overnight followed by reblasting, blast cleaning with blends of fine and coarse abrasives, or wet abrasive blast cleaning. Provide the proposed procedures for chloride remediation in the Surface Preparation/Painting Plan.
 3. Upon completion of surface preparation, use field chloride extraction and test procedures (e.g., silver dichromate) approved by the Engineer, to test representative surfaces which were previously rusted (e.g., pitted steel) for the presence of remaining chlorides. For all steel perform a minimum of 10 tests per span. If unacceptable results are found, double the frequency for the retesting after additional cleaning. If acceptable results are continually achieved, reduce the test frequency only upon written approval of the Engineer. Record all test results in a daily log or daily report, submitted to the Engineer each seven calendar days.
 4. If chlorides are detected at levels greater than $7\mu\text{g}/\text{cm}^2$, continue to clean the affected areas until acceptable results are achieved.
 5. Following successful chloride testing of less than $7\mu\text{g}/\text{cm}^2$, abrasive blast and/or power tool clean the surfaces, as applicable, to achieve the required surface preparation criteria. For surfaces that have already been abrasive blast cleaned, SSPC-SP 11 may be used in lieu of SSPC-SP 10 for the localized cleaning of the chloride test areas upon approval of the Engineer.

- G. Surface Preparation Requirements - Steel Substrates - The Contract Drawings and Appendix C identify the degree of cleaning required for various steel substrates. Comply with the following requirements for each of the specified degree(s) of cleaning:
1. SSPC-SP 1 Solvent Cleaning
 - a. Prior to using power tools or dry abrasive blast cleaning, remove all visible oil, grease, soil, drawing and cutting compounds, and other soluble contaminants from bare steel in accordance with SSPC-SP 1.
 - b. Only use solvents or detergents that are acceptable to the coating manufacturer and the Engineer.
 2. SSPC-SP 2 Hand Tool Cleaning
 - a. Use scrapers, putty knives, wire brushes, chipping hammers and other similar tools to thoroughly clean all surfaces as specified. Comply with the requirements of SSPC SP-2 to remove all loose mill scale, loose rust, loose paint, and other loose foreign matter.
 - b. It is not intended that adherent mill scale, rust, and paint be removed by this process. Mill scale, rust, and paint are considered to be adherent if they cannot be removed by lifting with a dull putty knife.
 - c. SSPC-VIS 3 may be used as an aid in determining the quality of cleaning.
 3. SSPC-SP 3 Power Tool Cleaning
 - a. Use power assisted hand tools such as sanding discs or 3M clean and strip discs, wire brushes, needle guns, or similar tools to thoroughly clean all surfaces specified. Comply with the requirements of SSPC SP-3 to remove all loose mill scale, loose rust, loose paint, and other loose detrimental foreign matter.
 - b. It is not intended that adherent mill scale, rust, and paint be removed by this process. Mill scale, rust, and paint are considered adherent if they cannot be removed by lifting with a dull putty knife.
 - c. SSPC-VIS 3 may be used as an aid in determining the quality of cleaning.
 4. SSPC-SP 7 Brush-Off Blast Cleaning
 - a. Thoroughly blast clean all surfaces as specified. Comply with the requirements of

SP 7 to remove all visible oil, grease, dirt, dust, loose paint, and other foreign matter. SP7 is only used on newly applied coatings that require repair or overcoating after extended curing times. Verify that surfaces have been exposed to the abrasive and that the surfaces are densely and uniformly roughened.

- b. It is not intended that adherent paint be removed by this process. Paint is considered adherent if it cannot be removed by lifting with a dull putty knife. Verify that the edges of paint are feathered.
- c. Accomplish the SP 7 degree of cleaning using dry blast cleaning with recyclable or expendable abrasives, wet abrasive blast cleaning, water jetting with abrasive injection, or vacuum blast cleaning. If it is proposed that wet methods of preparation be used, provide a letter from the coating manufacturer which approves the use of the specific method for its coating system. Allow the surface to thoroughly dry prior to painting, and apply the primer before any visible rusting occurs.
- d. SSPC-VIS 1 and the approved surface preparation test section may be used as an aid in determining the quality of cleaning. In the case of conflict between the written definitions and the visual standards or test sections, the written definitions prevail.

5. SSPC-SP 10 Near-White Blast Cleaning

- a. Thoroughly blast clean all surfaces specified. Comply with the requirements of SSPC-SP 10 to remove all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter, except for staining. Allow staining to remain on no more than 5 percent of each nine square inch increment of surface area.

Acceptable staining is limited to light shadows, slight streaks, or minor discolorations caused by stains of rust, stains of mill scale, or stains of previously applied paint.

- b. Accomplish the SP10 degree of cleaning using dry blast cleaning with recyclable or expendable abrasives, wet abrasive blast cleaning, water jetting with abrasive injection, or vacuum blast cleaning. When using wet methods of preparation, incorporate an inhibitor into the cleaning process that is acceptable to the paint manufacturer to prevent flash rusting of the steel. Allow the surface to thoroughly dry prior to painting, and apply the primer before any visible rusting occurs.
- c. When preparing thin gage steel use extreme care and adjust work practices as necessary (e.g., reduce pressures, decrease dwell times, and increase nozzle-to-work piece distances) to avoid warping or damaging the substrate.

- d. SSPC-VIS 1 may be used as an aid in determining the quality of cleaning for the carbon steel.

6. SSPC-SP 11 Power Tool Cleaning to Bare Metal

- a. Use power assisted hand tools such as needle guns, Roto peening equipment, or similar tools to thoroughly clean all surfaces specified. Comply with the requirements of SSPC-SP 11 to remove all visible oil, grease, dirt, dust, mill scale, rust, paint, oxide, corrosion products, and other foreign matter. Slight residues of rust and paint may be left in the lower portions of pits if the original surface is pitted.
- b. Provide a surface profile of 1.0 to 2.5 mils on all prepared surfaces to be painted, unless the requirements of the coating manufacturer are more restrictive. In this case, comply with the profile requirements specified by the coating manufacturer.
- c. SSPC-VIS 3 may be used as an aid in determining the quality of cleaning.

7. SSPC-SP 12 High and Ultra High Pressure Water Jetting

- a. Use high pressure (10,000 to 25,000 psi) or ultra-high pressure water jetting (above 25,000 psi) in accordance with SP 12 to thoroughly clean all surfaces as specified.
- b. When WJ-1 and SC-2 is specified, remove all coatings, corrosion, and mill scale, and chlorides to less than $7\mu\text{g}/\text{cm}^2$ (micrograms/square centimetre).
- c. When WJ-2 and SC-2 is specified, remove all coatings, rust, and foreign matter with the exception of stains covering 5% of the surface area, and chlorides to less than $7\mu\text{g}/\text{cm}^2$.

8. SSPC-16 Criteria

H. Abrasive Cleanliness and Analysis

- 1. For disposable abrasives, select a new, unused sample and conduct the water soluble contaminant and oil content tests outlined in SSPC-AB 1 for each shipment or lot before use and at least once each week. If the results do not comply with the SSPC criteria, stop using the abrasive and immediately notify the Engineer. Obtain a different lot of abrasive, and use it only if it passes the tests.

2. For recyclable abrasives, select a sample from each recycling machine in use and conduct the non-abrasive residue, water-soluble contaminant, and oil content tests outlined in SSPC-AB2 prior to initial use and at least once each week.
3. Conduct the lead content tests of the recycled abrasive at least once each month on a sample from each machine.
4. If the results of the recyclable abrasive tests do not comply with the SSPC criteria, notify the Engineer immediately, and remove and replace the abrasive and clean the recycling equipment. Conduct additional tests each day to confirm that the equipment is functioning properly. Return to the weekly testing intervals when authorized by the Engineer.

I. Surface Profile

1. For carbon steel provide a sharp, angular, uniform anchor pattern profile height of 2.0 to 3.5 mils, unless the requirements of the coating manufacturer are more restrictive.
2. When SSPC-SP 11 is specified, provide a surface profile of 2.0 to 3.0 mils.
3. Measure the surface profile of blast cleaned surfaces using a Surface Profile Comparator or Testex Replica Tape in accordance with ASTM D4417. Measure the surface profile of power tool cleaned surfaces using the Testex Replica Tape.

3.05 PAINT STORAGE, MIXING, AND HANDLING

A. Authority Testing of Paint Samples

1. The Authority reserves the right to conduct tests of the materials at any time, and any number of times during period of field painting.
2. The Engineer will sample the paint(s) being used. A representative pint or quart sample of each component of paint(s) at the construction site will be transferred to metal containers, identified, sealed and certified in the presence of the Contractor.
3. Tests on paint samples may be conducted by the Port Authority of NY & NJ, Materials Engineering Division, to confirm manufacturer's test results submitted with each batch of material. Any or all of the tests outlined in Appendix A may be conducted.
4. If the laboratory test results show that the material being used does not comply with the requirements specified in this Section, the Contractor may be directed to stop painting Work and remove non-complying paint; pay for testing; repaint surfaces coated with rejected paint; or remove rejected paint from previously painted surfaces if, upon repainting with specified paint, the two coatings are incompatible.

B. Paint Storage

1. Store all flammable materials in approved storage containers at locations approved by the Engineer. Do not store flammable materials directly underneath the elevated roadway or within fifty (50) feet of the elevated roadway foot print.
2. Store all paint, thinners, and solvents in accordance with OSHA regulations and the requirements of the paint manufacturer. Store the paint and solvents under cover, out of direct sunlight. Maintain the temperature between 40°F and 90°F, unless the requirements of the manufacturer are more restrictive. In this case, provide the manufacturer's requirements to the Engineer in writing for approval.
3. Provide the size and number of fire extinguishers in proper proportion to the quantity of paint stored.
4. Use explosion-proof lighting fixtures in the storage area.
5. Do not permit smoking in paint storage, mixing, and application areas.
6. Keep all containers of paint unopened until required for use.
7. Do not open or mix paints in the storage area.
8. Do not return mixed paints to the storage area.
9. Equip bulk containers for solvents and thinners with spring-loaded, self-closing, dispensing nozzles. Use Underwriter's Laboratories approved containers for transporting paint to mixing areas.
10. Do not permit the accumulation of empty paint cans, combustibles, and other debris. Remove waste chemical solutions, oily rags, and waste daily.
11. Maintain containers used in storage of coatings in a clean condition, free of foreign materials and residue.
12. Keep storage area neat and orderly.
13. Take all necessary precautionary measures to ensure that workmen and Work areas are adequately protected from fire hazards and health hazards resulting from handling, mixing and application of materials.

C. Mixing and Thinning of Coating Materials

1. Verify that the paint to be mixed has not exceeded its shelf life.
2. When required by the manufacturer, warm paints stored at less than 50°F to above 50°F prior to mixing.
3. Utilize proper ventilation in the mixing area to prevent injury to workmen or the accumulation of volatile gases.

4. Mix all coatings in accordance with the requirements of the coating manufacturer using mechanical equipment as appropriate, such as a Jiffy mixer, unless restricted by the manufacturer.
5. Mix only complete kits of multi-component materials or moisture-curing urethane. Mixing of partial kits or containers is not allowed.
6. Do not use two component materials beyond the pot life established by the manufacturer's written instructions.
7. Do not thin any paints unless approved in writing by the paint manufacturer and the Engineer. If thinning is required and authorized, use only those types, brands, and amounts of thinner stipulated by the coating manufacturer. Comply with state VOC limits after thinning.
8. Provide each coat of paint in a contrasting color to distinguish it from previously applied or existing coatings. Deliver paint ready mixed to approved tints and colors. Construction site tinting is prohibited.

3.06 COATING APPLICATION

A. General

1. Apply the coatings in accordance with the requirements of this Section, the coating manufacturer, and SSPC-PA 1.
2. In the event of a conflict between the manufacturer's technical data and the requirements of this Section, comply with this Section unless the requirements of the manufacturer are more restrictive. In these cases, advise the Engineer of the discrepancies in writing, and comply with the Engineer's written resolution.

B. Quality of Surface Preparation and Time Restrictions Prior to Painting

1. Verify that the surface exhibits the specified degree of cleaning immediately prior to painting. Reclean deficient areas.
2. Apply the prime coat on the same day (within 12 hours) that the substrate was cleaned to bare metal. If the bare substrate is allowed to remain uncoated for more than 12 hours, or rusting is evident in the case of steel, reclean the surface prior to painting.

C. Pit Repairs

1. After the application and drying of the primer in accordance with the manufacturer's instructions, fill all pits 3/16 inch and deeper in all locations designated by the Engineer. Use the paint manufacturer's approved epoxy filler material.
2. Apply the epoxy filler material in strict accordance with the written instructions of the manufacturer. Work the material into the pits and strike flush with the surrounding surface in order to provide a smooth finish.
3. Do not apply the intermediate coat until the filler has dried for the length of time required by both the coating manufacturer and filler manufacturer.

D. Surface Cleanliness Prior to Painting and Between Coats

1. Do not perform paint application in areas where dust is being generated.
2. Thoroughly clean the surface of each coat prior to the application of the next to remove spent abrasive, dirt, dust, cement spatter, overspray, and other interference material. Pay particular attention to the removal of detrimental residue from surfaces such as corners and pockets and the sequencing of operations as specified in 3.02 to avoid the deposition of overspray on the bare steel or between coats.
3. Clean the surfaces by brushing, vacuuming, or blowing down with compressed air. Comply with Section 02095 for special restrictions on brushing and using compressed air for cleaning when removing paints that contain lead or other toxic metals.
4. If grease or oil have become deposited on the bare steel or on the surface of any of the applied coats, remove by solvent cleaning in accordance with SSPC-SP1 prior to the application of the next coat.

E. Containment During Application

1. Unless approved by the Engineer in writing, apply all coats within an enclosure, and maintain the enclosed environment within the temperature limits specified by the coating manufacturer during application and drying.
2. Provide continuous ventilation during all painting and drying activities to evacuate the solvent fumes to maintain a safe working environment, and to facilitate the evaporation of solvents for proper curing of the paint film.
3. When the painting enclosure is not weather-tight, do not apply paint when the U.S. Weather Bureau forecasts precipitation that would commence prior to the drying of the paint.

- F. Ambient Conditions During Coating Application - Apply coatings under the following conditions unless the requirements of the coating manufacturer are more restrictive. Do not apply coatings under less restrictive conditions without written approval of the coating manufacturer, and specific written authorization from the Engineer.
1. Surface and Air Temperatures - Between 45°F and 100°F.
 2. Relative Humidity - Less than 90%.
 3. Dew Point - Surface temperature at least 5°F above the dew point temperature of the surrounding air.
 4. Frost/Rain - Do not apply coatings to surfaces containing frost or free standing water, or during rain, fog, or similar detrimental weather conditions, unless the containment is designed to protect against such conditions.
 5. Remove and replace any paint that is exposed to unacceptable conditions (e.g. rain or dew) prior to adequate curing.
- G. Methods of Application - Apply all coats by the methods shown below, unless the methods recommended by the paint manufacturer are more restrictive. Keep all paint materials under agitation during application, unless restricted by the manufacturer.
1. Brush application - Use round or oval brushes. Use flat brushes only on large plate surfaces between connections, and only upon approval of the Engineer, except as identified below to supplement spray application of the primer. Brush apply the paint using a series of small circles to thoroughly fill in all surface irregularities, and end with a series of parallel strokes to smooth the finish. On vertical surfaces, make the final strokes vertically.
 2. Roller application - Use rollers only on large plate surfaces between connections, and only upon approval of the Engineer. Select a nap size and roller quality that will properly wet the substrate and produce a smooth, uniform film. Apply the coating in such a manner as to achieve complete and thorough coverage of the surface and all irregularities. Back-roll the surface after application to create a smooth, uniform finish.
 3. Daubers - On surfaces that are inaccessible for paint brushes, use sheepskins or daubers especially constructed for the purpose.
 4. Airless or conventional spray application - Use airless or conventional spray, as appropriate for the coating material. If conventional spray is approved for use, verify that the compressed air supply is clean and dry as determined by the blotter test in accordance with ASTM D4285. When spraying, use extreme care to avoid contamination of surrounding areas or property by overspray.

H. Recoat Times

1. Apply each coat only after the previous coat has been allowed to dry as required by the manufacturer's written instructions, but as soon as possible to minimize the length of time that the coating is exposed to dust and contamination.
2. Do not allow any coat to remain exposed for longer than the time allowed by manufacturer's written instructions prior to overcoating, but in no case shall the time between coats be longer than 14 days.
3. If time between coats exceeds the manufacturer's maximum recoat times for any reason, remove and replace the coating. As an alternative, provide written instructions from the coating manufacturer for the specialized preparation that can be undertaken (e.g., scarifying the surface) to properly prepare the surface to receive the next coat. The specialized steps can be undertaken only if approved by the Engineer. Perform the specialized cleaning or removal and replacement of the coatings at no additional cost to the Authority.

I. Coverage, Continuity, and Stripe Coating

1. Apply each coat at the proper consistency in a workmanlike manner to assure thorough wetting of the substrate or underlying coat, and to achieve a smooth, streamlined surface free of dryspray, overspray, and orange peel. Shadow-through, pinholes, bubbles, blisters, fish eyes, skips, misses, lap marks between applications, or other visible discontinuities in any coat are unacceptable, and shall be repaired. Runs or sags may be brushed out while the material remains wet.
2. Thoroughly coat all surfaces with special attention to irregular surfaces. When spray applying the primer, use a brush to thoroughly work the material into irregular surface areas.
3. Apply stripe coats of the primer to all edges, corners, crevices, and other surface irregularities.
 - a. Apply the stripe coat of primer before or after the application of the full prime coat. If applied before, allow the stripe coat to dry in accordance with the manufacturer's "dry to recoat" times prior to application of the full prime coat, but comply with the restrictions on the length of time that bare steel can remain uncoated after preparation, and comply with restrictions on re-rusting of the bare steel prior to coating. If applied after the full prime coat, allow it to dry prior to the application of the intermediate coat. The primer stripe coat shall be of contrasting color to the primer and intermediate coats.
 - b. Extend the stripe coats a minimum of one (1) inch from edges. The purpose of the stripe coats is to apply additional thickness and improve coverage on the irregular areas.

J. Caulking

1. After the application of the finish coat, apply caulking to all areas where pack rust has been removed.
2. Allow the caulking to dry in accordance with the manufacturers' instructions prior to the application of the finish coat.

K. Wet Film Thickness - Use wet film thickness gages in accordance with ASTM D4414 to verify the thickness of each coat at the time of application.

L. Dry Film Thickness

1. Apply each coat to the thicknesses specified by the coating manufacturers and as outlined in Appendix D. Notify the Engineer of any conflicts between the manufacturer's recommended dry film thickness, and the thickness shown in Appendix D. The decision of the Engineer will be final.
2. Give special attention to assure that surfaces such as edges, corners, and crevices receive a dry film thickness equivalent to that of flat surfaces.
3. Measure the thickness of each coat using nondestructive magnetic dry film thickness gages. Comply with SSPC-PA2 for the calibration and use of the gages, and the frequency of thickness measurements. Spot readings 80% of the specified minimum are permitted, provided the average thicknesses are within the specified tolerances. Do not exceed the maximum spot thicknesses provided in Appendix D (i.e., the SSPC PA2 allowance of 120% over the specified maximum thickness is not permitted).
4. Measure the thickness of each coat applied to non-ferrous metal substrates using nondestructive thickness gages in accordance with ASTM D1400.
5. If there are questions regarding the non-destructive measurements of coating thickness, a Tooke Gage (destructive scratch gage) may be used when authorized by the Engineer. Conduct measurements in accordance with ASTM D4138, but limit the use of the gage to a minimum of locations. Mark and repair all damage caused by the destructive testing, whether created by the Engineer or the Contractor.
6. Apply additional coating of the same type to areas of insufficient thickness. Use care during application to assure that all repairs blend in with the surrounding surfaces.
7. Unless directed otherwise by the Engineer in writing, remove excessive coating thickness and reapply the affected coat(s).

M. Coating Adhesion

1. Apply all coats in such a manner to assure that they are well-adhered to each other and to the substrate. If the application of any coat causes lifting of an underlying coat, or there is poor adhesion between coats or to the substrate, remove the coating in the affected area to adjacent sound, adherent, coating, and reapply the material.
2. If adhesion is suspect, conduct adhesion tests in accordance with ASTM D3359 or ASTM D4541 as directed by the Engineer, and repair all test areas. The acceptance criteria for the testing will be established by the Engineer and the coating manufacturer. Replace all defective coating that is revealed by the testing.

N. Paint System Requirements Before and After Winter Shut Downs

1. When coating operations are to be concluded for winter shutdowns, make certain that all primed surfaces receive the full intermediate and finish coats.
2. Terminate the painting with "tie in" areas consisting of a 6" step back of each successive paint application (i.e., leave a 6" band of primer exposed, and a 6" band of intermediate exposed).
3. Upon resumption of operations after winter shutdown, when abrasive blast cleaning the adjacent surfaces, prepare the 6" bands of exposed primer and intermediate, together with approximately 6" of the finish in accordance with SSPC-SP 7.
4. When painting the adjacent surface with the full coating system, overlap the primer onto the 6" band of primer, overlap the intermediate onto the 6" band of intermediate, and overlap the finish onto the 6" band of finish.

3.07 REPAIR OF DAMAGE AND UNACCEPTABLE COATINGS

A. Surface Preparation of Localized Areas

1. Repair localized damage, corrosion, and unacceptable coatings.
2. Prepare the surface by solvent cleaning in accordance with SSPC-SP 1 followed by power tool cleaning. Use a solvent that is acceptable to the paint manufacturer.

3. In areas previously blast cleaned, if the damage exposes the substrate, remove all loose material and prepare the steel in accordance with SSPC-SP 11.
4. In areas originally prepared by power tool cleaning, or if the substrate is not exposed in those areas previously blast cleaned, remove all loose material and prepare the surface in accordance with SSPC-SP 3. Use SSPC-SP 2 hand tool cleaning for surface preparation only upon written approval of the Engineer.
5. Follow the cleaning with a solvent wipe of the area.

B. Surface Preparation of Extensive Areas

1. Repair extensive areas of damage or unacceptable coating.
2. Prepare the surface by abrasive blast cleaning in accordance with SSPC-SP7, or better. The Engineer will stipulate the degree of blast cleaning required based on the nature of the defect.
3. Use extreme care to avoid damage to the surrounding coating due to overblast.

C. Feathering of Repair Areas

1. Feather the existing coating surrounding each repair location. Feather for a distance of 1 to 2 inches to provide a smooth, tapered transition into the existing intact coating.
2. Verify that the edges of coating around the periphery of the repair areas are tight and intact by probing with a putty knife in accordance with the requirements of SSPC-SP 3. Roughen the existing coating in the feathered area to assure proper adhesion of the repair coats.

D. Coating Application in Repair Areas

1. When the bare substrate is exposed in the repair area, apply all coats of the system to the specified thicknesses.
2. When the damage does not extend to the bare substrate, apply only the affected coats.
3. Maintain the thickness of the system in overlap areas within the specified total thickness tolerances.

3.08 COMPLETED WORK

- A. Match the completed Work with the approved samples for color, texture and coverage.
- B. Remove, refinish or repair Work not in compliance with requirements specified in this Section.

3.09 HOUSEKEEPING AND WASTE DISPOSAL.

- A. Do not store any paint or equipment on or around bridge structures.
- B. At the end of each day at a minimum, haul empty paint cans and other debris to the waste storage area.
- C. Remove all paint drips, splashes, and overspray from surfaces not intended to be painted. Remove by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.
- D. Handle, store, transport, and dispose of all hazardous and non-hazardous project waste in strict accordance with Federal and state regulations. Comply with Section 02095 for waste handling, storage, transportation, and disposal.

3.10 INSPECTION

- A. The Engineer will inspect all phases of the Work to verify that it is in accordance with the requirements of this Section. Facilitate this inspection as required, including allowing ample time for the inspections and access to the Work. Inspections may include, but are not limited to, surface preparation, pre-painting cleanliness, paint application, dry film thickness, film appearance and continuity, and adhesion. Do not proceed with subsequent phases of the Work until the preceding phase has been approved by the Engineer.
- B. The inspection by the Engineer in no way relieves the Contractor of the responsibility to comply with all requirements of this Section, and to provide comprehensive inspections of its own to assure compliance with the approved Quality Control Inspection Plan.

END OF SECTION

SECTION 09913

PAINT REMOVAL AND REPAINTING METAL FABRICATIONS

APPENDIX "A"

SUBMITTALS

Submit the following in accordance with the requirements of Shop Drawings, Catalog Cuts and Samples of Division 1 - GENERAL PROVISIONS:

Samples

- 09913C01 Six (6) samples of paint and coating on 8 ½ inch x 11 inch paper board with textures to simulate actual conditions.
- 09913C02 Paint and coating samples roller applied on 24 inch x 24 inch hardboard, stepped back 2 inches to show all layers of paint, with textures to simulate actual conditions.
- 09913C03 Submit the samples in colors as selected by the Engineer.
- 09913C04 Identify each sample as to manufacturer, color name, and Federal Standard color number. Provide the gloss readings for the finish coats.
- 09913C05 Submit coating samples to the Engineer.
- 09913C06 Mock-up: an in-place mockup shall be constructed on the truss as indicated in the contract drawings.

Product Data

- 09913D01 In the event of a conflict between the manufacturer's technical data and the requirements of this Section, comply with this Section unless the requirements of the manufacturer are more restrictive. In these cases, advise the Engineer of the discrepancies in writing, and comply with the Engineer's written resolution.
- 09913D02 Identify the coating materials to be applied to all substrate types as specified in Appendix C and the Contract Drawings.
- 09913D03 Confirm that all coating materials will be produced by the same manufacturer.
- 09913D04 Provide the manufacturer's name, product names, product numbers, material product data sheets, VOC levels, and MSD sheets.

- 09913D05 Submit a letter from the coating manufacturer that acknowledges the acceptability of the specified systems for the various substrate types to be painted as identified in Appendices C and D. If the manufacturer does not agree with the specified systems, notify the Engineer in writing.
- 09913D06 Provide the following compositional ranges for each coat:
- (1) % Total solids by weight, ASTM D 2369
 - (2) % Pigment by weight, ASTM D 2371
 - (3) % Metallic zinc by weight of total solids in primer (using a dried film sample), ASTM D 521 and D 2369
 - (4) % Total solids by volume, ASTM D 2697
 - (5) Mass per volume (grams per liter), ASTM D 1475
 - (6) Viscosity (Stormer @ 25°C) KU, ASTM D 562
 - (7) Volatile Organic Compounds (VOC), ASTM D 2369
 - (8) 60° Specular Gloss of finish coat, ASTM D 523
 - (9) Infrared Identification - of individual components and of the mixed coating for 2 component materials. For the individual components, obtain each spectrum by sandwiching a small quantity (i.e., 1-2 drops) of material between 2 potassium bromide plates and obtaining a transmission infrared spectrum. For the mixed and cured material, use a potassium bromide pellet technique.
- 09913D07 Provide a written statement from the manufacturer that any paint to be used under Work of this Section contains not more than 0.06 percent lead.
- 09913D08 Address mixing and pot life requirements, specified thinners and thinner amounts, recommended application equipment, coating dry film thickness, and recoat times as a function of surface and air temperature.
- 09913D09 Include a statement that the manufacturer accepts the 2.0 to 3.5 mil surface profile specified in this Section for abrasive blast cleaning, and the profile requirements for their product when SSPC-SP 11 is specified.
- If the manufacturer requires a more restrictive profile range (e.g., 1.5 to 2.5 mils), provide the recommendations in writing from the manufacturer. Include any unique requirements from the manufacturer when coating to 3.5 mils profiles, such as the application of a thin mist coat prior to the application of the full prime coat.
- 09913D10 Provide the name, generic type, and MSDS for the proposed caulking and epoxy pit filling materials.
- 09913D11 Include a letter from the coating manufacturer stating acceptance of the caulking and epoxy pit filling materials for use with the coating system, and the specific sequence for the application of the materials.
- 09913D12 Provide letters from the caulking and epoxy manufacturers stating that the materials are suitable for the intended use.

09913D13 Provide written application instructions from the caulking and epoxy manufacturers. Include the type of equipment needed for application, mixing and application procedures, temperature and weather restrictions for application and curing, thickness requirements, and drying times for overcoating or exposure to weather.

09913D14 In the event of a conflict between the manufacturer's technical data and the requirements of this Section, comply with this Section unless the requirements of the manufacturer are more restrictive. In these cases, advise the Engineer of the discrepancies in writing, and comply with the Engineer's written resolution.

Certificates

09913E01 Provide the paint manufacturer's batch certifications. Do not allow the paint to be shipped or used until this documentation has been received and approved in writing by the Engineer.

Construction and Installation Procedures

09913G01 Provide written procedures for conducting the Work of this Section including, but not limited to, the preparation of surfaces; coating mixing, application, and repair; recoat times and cleaning between coats; and the installation of epoxy filler and caulking materials.

09913G02 Provide a comprehensive listing of the equipment that will be used for surface preparation and painting. Include a description of equipment repair and replacement capability, including the procedures that will be followed in the event of equipment failure so that lost production time is kept to a minimum.

09913G03 If temporary heating units are used, submit evidence of heating unit test acceptance by UL, FM or other recognized association and information related to the type of fuel used in such tests and to be used in Work of this Section.

09913G04 Identify the methods of protection or work isolation procedures that will be followed to protect surrounding structures, adjacent work areas, equipment, and property from exposure to surface preparation and paint overspray or debris.

09913G05 Identify the name and chemical composition of detergents or solutions that will be used if it is necessary to clean the surface of one coat prior to the application of the next. Only detergents which are environmentally safe and which will have no adverse effect on aquatic life are acceptable. Submit the MSD Sheets for the chemicals and detergents. Use chemicals and detergents that are acceptable to the paint manufacturer.

09913G06 Identify the type and brand name of the abrasives proposed for use. Provide MSD sheets for all abrasives.

- 09913G07 If recyclable abrasives are used, identify the recycling equipment that will be used, including the methods for controlling the quality of the abrasive, and the abrasive cleaning and recovery procedures that will be employed.
- 09913G08 Comply with Section 02095 which specifies the requirements for the installation and use of containment systems for the protection of Contractor workers, the public, and the environment from harmful levels of dust, lead, and other toxic metals that may be present in the paint during removal, repair, and clean-up activities.
- 09913G09 Submittal requirements for the protection of workers from lead and other toxic metals are found in Section 02095.
- 09913G10 Surface Preparation, Paint Application, and Inspection Demonstration - Prior to performing Work of this Section, perform sample cleaning, painting and quality control demonstrations indicated in Appendix B of this Section.
- 09913G11 Pre-meeting to review areas to be prepped, painted, and inspected.

Qualifications

- 09913K01 Provide written qualification, experience, and certification information for the following: Contractor - The Contractor shall submit documents to the Engineer providing evidence of the experience and qualifications of the Company and supervisors, and proof of SSPC-QP 1 and QP 2 certifications. Include the names, locations and telephone numbers of the owners of previously completed projects worked on by the Company and supervisory personnel.

Quality Assurance-Quality Control

- 09913L01 Submit a quality control inspection plan that will be followed to confirm that all Work complies with the requirements of this Section. The plan must include the following four items at a minimum.
- 09913L02 Inspection organization chart including lines of authority and the experience, training, and qualifications of all quality control personnel.
- 09913L03 Written inspection procedures for all phases of the Work, including the frequency of inspections that will be performed, and the handling of non-conforming work.
- 09913L04 Documentation procedures including samples of the actual inspection forms that will be used for Work of this Section.
- 09913L05 Written description of equipment to be used for surface preparation and coating application inspection, calibration procedures, frequency of calibration, and the methods for handling equipment that is found to be out of calibration.

Inspection Reports

- 09913O01 Submit to the Engineer, 3 copies of the field summary reports prepared by the coating and caulking manufacturers upon completion of each site visit.
- 09913O02 Provide each report within 1 week after the visit.
- 09913O03 Maintain a daily log or daily report of all quality control inspections and test results in compliance with the approved Quality Control Inspection Plan.
- 09913O04 Submit a copy of the log or report form package to the Engineer each seven calendar days.

Contact Information

- 09913P01 All submittals for coatings and construction materials shall be forwarded to the Manager, Materials Engineering Division, 241 Erie Street, Room 234, Jersey City, New Jersey 07310.

END OF APPENDIX "A"

DIVISION 9

SECTION 09913

PAINT REMOVAL AND REPAINTING METAL FABRICATIONS

APPENDIX B

PRE-PRODUCTION QUALITY EVALUATIONS

1.01 FIELD SAMPLES AND TESTS

- A. Perform the following operations for approval at the specific location or locations specified herein or as selected by the Engineer:
1. Paint Colors - As selected by the Engineer.
 2. Removal of Existing Coating - After erection of containment enclosure in accordance with Specification Section 02095, perform surface preparation operations of not less than a total of ninety (90) square feet on steel and galvanized steel to demonstrate surface preparation methods and procedures to be used for the Work of this Section, consistent with the specified surface profile requirements.
 3. Paint Application Procedures - After completion of surface preparation, demonstrate the application of the complete paint system on all surfaces and components, including stripe coats. Utilize all application procedures and methods that will be used for the Work of this Section, including a demonstration of the striping of edges.
 3. Mock-up procedures – Areas and surfaces included.
 4. Inspection Procedures - Demonstrate all inspection steps outlined in the approved Quality Control Inspection Plan including, but not limited to, monitoring of ambient conditions, compressed air cleanliness, surface preparation cleanliness and profile, coating mixing and thinning, coating application, measurement of paint application thickness and uniformity of application, cleanliness and drying time between coats, and final acceptance inspections.
- B. Samples described in 1.01A.2 above, when approved by the Engineer, may be incorporated into the Work, and shall be used to establish the standard for surface preparation, color, and workmanship for the remainder of the Work of this Section.

END OF APPENDIX B

DIVISION 9

SECTION 09913

PAINT REMOVAL AND REPAINTING METAL FABRICATIONS

APPENDIX C

PAINT AND COATING APPLICATION SCHEDULE

1.01 Paint System Descriptions

System #1 - This is the predominant system for use on the facade. It consists of an organic zinc rich epoxy primer, epoxy intermediate coat, urethane color coat, and urethane clear coat. Stripe coat of the primer is also applied.

Paint Schedule

<u>System Surface</u>	<u>Designation</u>	<u>Primer</u>	<u>2nd Coat</u>	<u>3rd Coat</u>	<u>4th Coat</u>
Carbon Steel	S-1	Organic Zinc-Rich Epoxy Primer	Epoxy	Acrylic Polyurethane	Acrylic Polyurethane Clear
Galvanized Steel	S-2	Epoxy Penetrating Sealer	Acrylic Polyurethane	Acrylic Polyurethane Clear	

END OF APPENDIX C

DIVISION 9

SECTION 09913

PAINT REMOVAL AND REPAINTING METAL FABRICATIONS

APPENDIX D

ACCEPTABLE MANUFACTURERS

SYSTEM S-1:

ORGANIC ZINC RICH PRIMER / EPOXY INTERMEDIATE/ACRYLIC URETHANE FINISH* AND CLEAR COAT

* System S-1 must be on the current New England Protective Coatings (NEPCOAT) Qualified Product List.

		DFT (mils)	
		Range	Spot Max
CARBOLINE			
Primer	Carboline Carbozinc 859	3.5-5.0	8.0
2 nd Coat	Carboline Carboguard 888	4.0-8.0	10.0
3 rd Coat	Carbothane 134 HG	3.0-4.0	5.0
4 th Coat	Carboline Carbothane Clear Coat	1.0-2.0	2.5
SHERWIN WILLIAMS			
Primer	Zinc Clad III HS	3.5-5.0	6.5
2 nd Coat	Macropoxy 646	5.0-8.0	10.0
3 rd Coat	Acrolon 218 HS	3.0-4.0	5.0
4 th Coat	Sherwin Williams Diamond-Clad Clear Coat	1.0-2.0	2.5
PPG/PMC			
Primer	Amercoat 68 HS	3.5-5.0	6.5
2 nd Coat	Amercoat 399	4.0-8.0	10.0
3 rd Coat	Amercoat 450 H	3.0-4.0	5.0
4 th Coat	PPG Amersshield Clear Coat	1.0-2.0	2.5

SYSTEM S-2:

EPOXY SEALER PRIMER / ACRYLIC POLYURETHANE FINISH AND CLEAR COAT

		DFT (mils)	
		Range	Spot Max
CARBOLINE			
Primer	Carboline Rustbond	1.5-2.0	2.5
2 nd Coat	Carbothane 134 HG	3.0-4.0	5.0
3 rd Coat	Carboline Carbothane Clear Coat	1.0-2.0	2.5
SHERWIN WILLIAMS			
Primer	Macropoxy 920 Pre-Prime	1.5-2.0	2.5
2 nd Coat	Acrolon 218 HS	3.0-4.0	5.0
3 rd Coat	Sherwin Williams Diamond-Clad Clear Coat	1.0-2.0	2.5
PPG/PMC			
Primer	Amerlock Sealer	1.5-2.0	2.5
2 nd Coat	Amercoat 450 H	3.0-4.0	5.0
3 rd Coat	PPG Amershield Clear Coat	1.0-2.0	2.5

APPENDIX A

PERMIT



New York City Department of Transportation

BOUGH : MANHATTAN
DISTRICT : 32
NO. : 1097D : 1

PERMIT # : HQ2-2010236-005
RECORDED # : NONE
PREVIOUS # : NONE

BUILDING OPERATION PERMIT
PERMIT VALID FROM 08/24/2010 TO 11/20/2010

FEES (NON-REFUNDABLE):
ADMIN : \$450.00
REISSUE

PERMIT TYPE : 0215
ROADWAY TYPE : ASPHALT
SIDEWALK TYPE : CONCRETE
ISSUE DATE : 09/24/2010

TOTAL FEE: \$450.00 FEE WAIVED

PERMISSION HEREBY GRANTED TO:
NAME : PORT AUTHORITY OF NY & NJ
CONTACT NAME : JERRELY JEFF GRABY
PHONE : 973-1782-4728
ADDRESS : PORT AUTHORITY, N.Y. NY, 10013
PR OF NY & NJ CONTRACTS

LICENSE # :
CONTRACT # : RT200.200

TO OCCUPY THE ROADWAY AND/OR SIDEWALK IN FRONT OF:
HOUSE #
BY STREET : B AVENUE
FROM STREET : WEST 41 STREET
TO STREET : WEST 42 STREET

SPECIFIC LOCATION : Westside of Sidewalk
SUBMITTED AS : B AVENUE
WEST 41 STREET
WEST 42 STREET

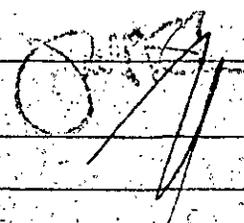
FOR THE PURPOSE OF OCCUPANCY OF SIDEWALK AND ROADWAY
FOR THE PURPOSE OF OCCUPANCY OF SIDEWALK AND ROADWAY
FOR THE PURPOSE OF OCCUPANCY OF SIDEWALK AND ROADWAY

SEE PAGE 2 FOR SPECIFICATIONS

PERMIT ORIGINALLY PRINTED ON 09/24/2010 08:13 BY LYNN COFFEY - CONTRACTS

PAGE 1 OF 1

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

COMMISSIONER
PER 



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City
Department of Transportation

BOUEN : MANHATTAN
DISTRICT : 32
BOARD : A

PERMIT # : NO2-2010236-005
RECORDED # : NONE
PREVIOUS # : NONE

BUILDING OPERATION PERMIT
PERMIT VALID FROM 08/24/2010 TO 11/20/2010

ALL WORK MUST ADHERE TO THE FOLLOWING STIPULATIONS :

038-103-107-091
505936 BIKED3 SCHOOL HT9001 NOISE1 OC0670

SPECIFIC STIPULATIONS :

REC10-242

038 OCNC-STREE

WARNING SIGNS AND TRAFFIC SAFETY DEVICES SHALL BE PROVIDED, INSTALLED, MAINTAINED AND REMOVED BY THE PERMITTEE IN ACCORDANCE WITH THE "FEDERAL MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES". THE MANUAL MAY BE OBTAINED AT [HTTP://MUTCD.FHWA.DOT.GOV](http://mutcd.fhwa.dot.gov)

103 OCNC-STREE

PARKING OF PRIVATE VEHICLES ON THE STREET (ROADWAY AND SIDEWALK) WORK AREAS IS PROHIBITED.

107 OCNC-STREE

LOADING AND UNLOADING, STANDING OR PARKING IN A LANE ADJACENT TO THE WORK ZONE IN THE ROADWAY IS PROHIBITED. THIS APPLIES TO PERMITTEES AND ALL OF THEIR SUBCONTRACTORS.

091 OCNC-STREE

THIS PERMIT ACTIVELY MAY NOT START UNTIL THE PERMITTEE COORDINATES ALL WORK WITH ANY ONGOING CONSTRUCTION WITH THE PROJECT/RESIDENT ENGINEER FOR ANY ONGOING CAPITAL PROJECTS.

ALL APPLICABLE STIPULATIONS

PERMIT ORIGINALLY PRINTED ON 08/24/2010 AT 09:13 BY LYNN GUFFEL - CONTRACTS

PAGE 1 OF 1

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

COMMISSIONER

PER



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City
Department of Transportation

BOUGH : MANHATTAN
PECT DIST: 32
BOARD :

PERMIT # : NO2-2010236-005
RECORDED : NONE
PREVIOUS : NONE

BUILDING OPERATION PERMIT
PERMIT VALID FROM 08/24/2010 TO 11/20/2010

505936 SPECIAL EV

WORK EMAR66: 08/28 - 08/28/2010 FOR BLOCK PARTY
TIME: 8 AM - 8 PM 3090: MANHATTAN
LOCATION: ST NICHOLAS AVE BET WEST 151 STREET AND WEST 153 STREET
SPONSOR: APOSTLE & MISSIONARY CHURCH

BIKEDS OCNC STREE

IF WORK IS AFFECTING A BIKE ROUTE/LANE, CONTRACTOR MUST POST ADVANCE WARNING SIGNS 350' & 200' PRIOR TO WORK ZONE. CONSTRUCTION IN BIKE LANE AHEAD PROCEED WITH CAUTION AND ALSO POST SIGN AT WORK ZONE. CONSTRUCTION IN BIKE LANE PROCEED WITH CAUTION. SUCH SIGNS SHALL BE ORANGE DIAMOND SHAPE WITH BLACK LETTERING. SIGNS SHALL BE POSTED IN ACCORDANCE WITH FEDERAL MUTCD MANUAL.

SCHOOL OCNC STREE

NO WORK TO BE PERFORMED WITHIN BLOCK FRONTING SCHOOL INCLUDING INTERSECTIONS FOR ONE HOUR PRIOR TO SCHOOL START TIME THROUGH ONE HOUR AFTER END OF SCHOOL TIME. PERMITTEE MUST NOTIFY SCHOOL PRINCIPAL IN WRITING IN ADVANCE PRIOR TO BEGINNING ANY WORK. THIS STEP VOIDS ANY AND ALL OTHER CONFLICTING SIGNS ON THIS PERMIT UNLESS ACCOMPANIED WITH VARIANCE STEP VARIATION.

W10001 OCNC STREE

THIS PERMIT ONLY ALLOWS FOR THE CLOSURE OF A ROADWAY OR SIDEWALK AS STIPULATED. ANY STORAGE OF MATERIAL OR STORAGE OF EQUIPMENT REQUIRES A SEPARATE PERMIT.

NOISE1 OCNC STREE

BY SUBMITTING THIS APPLICATION AND/OR RE-NEWAL REQUEST, THE PERMITTEE CERTIFIES ITS COMPLIANCE WITH ALL APPLICABLE CITY AND STATE CONSTRUCTION NOISE MITIGATION REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THE DEVELOPMENT OF A COMPLIANT NOISE MITIGATION OR ALTERNATIVE NOISE MITIGATION PLAN. PLEASE CONTACT THE NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION (WWW.NYC609/DE.P) FOR FURTHER INFORMATION.

OCNC28 OCNC STREE

WORK IN ACCORDANCE WITH OCNC STEP SHEET WHICH SHOULD BE ATTACHED TO PERMIT AND ON SITE.

PERMIT ORIGINALLY PRINTED ON 08/24/2010 AT 09:13 AM BY NYN CONTRACTS

PAGE 2007

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

PER

COMMISSIONER



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging



New York City Department of Transportation

BOUGH: MANHATTAN
DIST: 32
M-BOARD: 4

PERMIT #: WBT-2010236-002
RECORDED #: NONE
PREVIOUS #: NONE

BUILDING OPERATION PERMIT
PERMIT VALID FROM 06/24/2010 TO 11/20/2010

FEES (NON-REFUNDABLE):
ADMIN: \$50.00
ISSUE:

PERMIT TYPE: 0211
ROADWAY TYPE: ASPHALT
SIDEWALK TYPE: CONCRETE
ISSUE DATE: 09/24/2010

TOTAL FEE: \$50.00 FEE WAIVED

PERMISSION HEREBY GRANTED TO:
NAME: PORT AUTHORITY OF NY & NJ
CONTACT NAME: J. DEBELLI, JEFF GRADY
PHONE: (973) 792-4725
ADDRESS: PORT AUTHORITY N.Y. NY 10013
PA OF NY & NJ CONTRACTS

LICENSE #:
CONTRACT #: RT200-200

TO OCCUPY THE ROADWAY AND/OR SIDEWALK IN FRONT OF
HOUSE #:
OR STREET: 8 AVENUE
FROM STREET: WEST 40 STREET
TO STREET: WEST 41 STREET

SPECIFIC LOCATION: Northbound 8 Ave bet W 40 St & W 42 St
SUBMITTED AS: 8 AVENUE
WEST 40 STREET
WEST 41 STREET

FOR THE PURPOSE OF OCCUPANCY OF ROADWAY AS STIPULATED
IN THE PERMIT. Improvements: CURB, PAINT, SIGNS
01350000102201006231957000200001

SEE PAGE 2 FOR STIPULATIONS

PERMIT ORIGINALLY PRINTED ON 09/24/2010 AT 08:13 BY LYNN DUPRE - CONTRACTS

PAGE 1 OF 3

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

COMMISSIONER
PER: 

 NYS LAW
Call 1-800-272-4480 before Street Opening Excavations. 235
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City Department of Transportation

WUCH DIST: MANHATTAN
PERM DIST: 32
M. BOARD

PERMIT # MO2-2010236-002
RECORDED # NONE
PREVIOUS # NONE

BUILDING OPERATION PERMIT
PERMIT VALUED FROM 08/24/2010 TO 11/20/2010

ALL WORK MUST ADHERE TO THE FOLLOWING STIPULATIONS:

038 OCNC-STREE SPECIFIC STIPULATIONS
REC10-242
WARNING STONS AND TRAFFIC SAFETY DEVICES SHALL BE PROVIDED, INSTALLED, MAINTAINED AND REMOVED BY THE PERMITTEE IN ACCORDANCE WITH THE "FEDERAL MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES", THE MANUAL MAY BE OBTAINED AT: [HTTP://MUTCD.FHWA.DOT.GOV](http://mutcd.fhwa.dot.gov)

103 OCNC-STREE
PARKING OF PRIVATE VEHICLES ON THE STREET (ROADWAY AND SIDEWALK) WORK AREAS IS PROHIBITED.

107 OCNC-STREE
LOADING AND UNLOADING, STANDING OR PARKING IN A LAKE ADJACENT TO THE WORK ZONE IN THE ROADWAY IS PROHIBITED. THIS APPLIES TO PERMITTEES AND ALL OF THEIR SUBCONTRACTORS.

091 OCNC-STREE
THIS PERMIT ACTIVITY MAY NOT START UNTIL THE PERMITTEE COORDINATES ALL WORK WITH ANY ONGOING CONSTRUCTION & WITH THE PROJECT/RESIDENT ENGINEER FOR ANY ONGOING CAPITAL PROJECTS.

SEE PAGE 3 FOR STIPULATIONS
GENERALLY PRINTED ON 08/24/2010 AT 08:13 BY LYNN COFFEE CONTRACTS
PAGE 2 OF 3

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

PER  COMMISSIONER



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City

Department of Transportation

PERMIT NO. 107-10100-101
EXPIRES ON 12/31/10
ISSUED ON 10/15/10

PROJECT: 107-10100-101
LOCATION: 107-10100-101

DESCRIPTION: 107-10100-101
107-10100-101

107-10100-101
107-10100-101

107-10100-101
107-10100-101

107-10100-101
107-10100-101

107-10100-101
107-10100-101

107-10100-101
107-10100-101

107-10100-101
107-10100-101

107-10100-101
107-10100-101

107-10100-101
107-10100-101

107-10100-101
107-10100-101

107-10100-101
107-10100-101

107-10100-101
107-10100-101

107-10100-101
107-10100-101

107-10100-101
107-10100-101

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT FOR USE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

COMMISSIONER
[Signature]



NYC LAW
107-10100-101
107-10100-101



New York City Department of Transportation

BOUGH: MANHATTAN
DISTRICT: 32
NO. BOARD: 1

PERMIT # : HD7-2010236-004
RECORDED # : NONE
PREVIOUS # : NONE

BUILDING OPERATION PERMIT
PERMIT VALID FROM 08/24/2010 TO 11/20/2010

FEES (NON-REFUNDABLE):
ADMIN \$**50.00
REISSUE

PERMIT TYPE 0215
ROADWAY TYPE ASPHALT
SIDEWALK TYPE CONCRETE
ISSUE DATE 08/24/2010

TOTAL FEE \$**50.00 FEE WAIVED

PERMISSION HEREBY GRANTED TO:

NAME: PORT AUTHORITY OF NY & NJ
CONTACT NAME: J. JEBELI, JEFF GRAY
PHONE: 1-973-4-7877-1726
ADDRESS: PORT AUTHORITY NY NJ 10013
PA OF NY & NJ CONTRACTS

LICENSE # :
CONTRACT # : 17200-200

TO OCCUPY THE ROADWAY AND/OR SIDEWALK IN FRONT OF
HOUSE #
ON STREET: WEST 40 STREET
FROM STREET: 8 AVENUE
TO STREET: 9 AVENUE

SPECIFIC LOCATION: Northside of Sidewalk
SUBMITTED AS WEST 40 STREET
8 AVENUE
9 AVENUE

FOR THE PURPOSE OF OCCUPANCY OF SIDEWALK OF 5' AND WIDEN
SIDEWALK FROM 5' TO 8' WIDEN
SIDEWALK FROM 8' TO 9' WIDEN

PERMIT DATE ABOLISHED PRESENT ON 03/24/2010 BY 008-127 NY TMA COLLECT CONTRACTS

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES
AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF
TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE
PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE
PERMIT BY THE COMMISSIONER.

COMMISSIONER
PER



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City
Department of Transportation

BOUGH: MANHATTAN
PECT: DIST: 32
M: BOARD: 11

PERMIT #: M02-2010236-004
RECORDED: 1: W06E
PREVIOUS: 1: R06E

BUILDING OPERATION PERMIT
PERMIT VALID FROM 08/24/2010 TO 11/20/2010

ALL WORK MUST ADHERE TO THE FOLLOWING STIPULATIONS : D3B 103-107-091
S05936 SCHOOL HQAD1 NOISE1 GCRC2D

SPECIFIC STIPULATIONS : REC10-242
036 OCNC-STREE : WARNING SIGNS AND TRAFFIC SAFETY DEVICES SHALL BE PROVIDED, INSTALLED, MAINTAINED AND REMOVED BY THE PERMITTEE IN ACCORDANCE WITH THE "FEDERAL MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES". THE MANUAL MAY BE OBTAINED AT [HTTP://MUTCD.FHWA.DOT.GOV](http://mutcd.fhwa.dot.gov)

103 OCNC-STREE : PARKING OF PRIVATE VEHICLES ON THE STREET (ROADWAY AND SIDEWALK) WORK AREAS IS PROHIBITED.

107 OCNC-STREE : LOADING AND UNLOADING, STANDING OR PARKING IN A LANE ADJACENT TO THE WORK ZONE IN THE ROADWAY IS PROHIBITED. THIS APPLIES TO PERMITTEES AND ALL OF THEIR SUBCONTRACTORS.

091 OCNC-STREE : THIS PERMIT ACTIVITY MAY NOT START UNTIL THE PERMITTEE COORDINATES ALL WORK WITH ANY ONGOING CONSTRUCTION & WITH THE PROJECT/RESIDENT ENGINEER FOR ANY ONGOING CAPITAL PROJECTS.

SEE PAGE 4 FOR STIPULATIONS

PERMIT ORIGINALLY PRINTED ON 08/24/2010 AT 08:10 BY NYCN-COFFEE-CONTRACTS

PAGE 2 OF 2

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

COMMISSIONER
PER 



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



**New York City
Department of Transportation**

BOOUGH: MANHATTAN
DISTRICT: 32
BOARD: 4

PERMIT #: NO2-2010236-004
RECORDED #: NONE
PREVIOUS #: NONE

**BUILDING OPERATION PERMIT
PERMIT VALID FROM 08/24/2010 TO 11/20/2010**

505936 SPECIAL EV

WORK DURATION: 08/20 - 08/28/2010 FOR BLOCK PARTY
TIME: 8 AM - 8 PM BORO: MANHATTAN
LOCATION: ST NICHOLAS AVE BET WEST 151 STREET AND WEST 155 STREET
SPONSOR: APOSTLE & MISSIONARY CHURCH

SCHOOL DCNC STREET

NO WORK TO BE PERFORMED WITHIN BLOCK FRONTING SCHOOL INCLUDING INTERSECTIONS FOR ONE HOUR PRIOR TO SCHOOL START TIME THROUGH ONE HOUR AFTER END OF SCHOOL TIME. PERMITTEE MUST NOTIFY SCHOOL PRINCIPAL IN WRITING 48 HOURS PRIOR TO BEGINNING ANY WORK. THIS STIP VOIDS ANY/ALL OTHER CONFLICTING STIPS ON THIS PERMIT UNLESS ACCOMPANIED WITH VARIANCE STIP 44001.

110401 DCNC STREET

THIS PERMIT ONLY ALLOWS FOR THE CLOSURE OF A ROADWAY OR SIDEWALK AS STIPULATED. ANY STORAGE OF MATERIAL OR STORAGE OF EQUIPMENT REQUIRES A SEPARATE PERMIT.

NOISE1 DCNC STREET

BY SUBMITTING THIS APPLICATION AND/OR RENEWAL REQUEST, THE PERMITTEE CERTIFIES ITS COMPLIANCE WITH ALL APPLICABLE CITY/STATE CONSTRUCTION NOISE MITIGATION REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THE DEVELOPMENT OF A COMPLIANT NOISE MITIGATION OR ALTERNATIVE NOISE MITIGATION PLAN. PLEASE CONTACT THE NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION (WWW.NYC.GOV/DEP) FOR FURTHER INFORMATION.

DCNC20 DCNC STREET

WORK IN ACCORDANCE WITH DCNC STIP SHEET WHICH MUST BE ATTACHED TO PERMIT AND ON SITE.

PERMIT ORIGINALLY PRINTED ON 08/24/2010 AT 08:13 BY LYNN COFFEY - CONTRACTS

PAGE 13 OF 13

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

PER

COMMISSIONER



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City Department of Transportation

BOH: MANHATTAN
PERM DIST: 12
M. BOARD: 1

PERMIT #: N02-2015236-001
RECORDED: NONE
PREVIOUS: NONE

BUILDING OPERATION PERMIT
PERMIT VALID FROM 08/24/2010 TO 11/20/2010

FEES (NON-REFUNDABLE):
ADMIN \$**50.00
REISSUE

PERMIT TYPE: 0211
ROADWAY TYPE: ASPHALT
SIDEWALK TYPE: CONCRETE
ISSUE DATE: 09/24/2010

TOTAL FEE: \$**50.00 FEE-WAIVED

PERMISSION HEREBY GRANTED TO:
NAME: PORT AUTHORITY OF NY & NJ
CONTACT NAME: J. JELELLI JEFF GRIFFY
PHONE: (973) 792-4726
ADDRESS: PORT AUTHORITY NY NY 10013
PR-OF NY & NJ CONTRACTS

LICENSE #
CONTRACT #: \$1200.200

TO OCCUPY THE ROADWAY AND/OR SIDEWALK IN FRONT OF:
HOUSE #
ON STREET: WEST 42 STREET
FROM STREET: 8 AVENUE
TO STREET: 9 AVENUE

SPECIFIC LOCATION: Eastbound W 42 St
SUBMITTED AS: WEST 42 STREET
8 AVENUE
9 AVENUE

OR THE PURPOSE OF: COORDINACY OF ROADWAY AS SUPPLEMENTED
Facade Improvements: Cross Paintings
01480000:02201008:31957000:00001

SEE PAGE 2 FOR STIPULATIONS

PERMIT ORIGINALLY PRINTED ON 09/24/2010 AT 09:13 BY LYNN COFFEY - CONTRACTS

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

PER

COMMISSIONER



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City Department of Transportation

DUCHESNE: MANHATTAN
PROJECT DIST: 32
M. BOARD:

PERMIT # : NO2-2019236-301
RECORDED # : NONE
PREVIOUS # : NONE

OUTLINA OPERATION PERMIT
PERMIT VALID FROM 08/21/2010 TO 12/28/2010

ALL WORK MUST ADHERE TO THE FOLLOWING STIPULATIONS : 035 103 187 091
SCHOOL W/0361 W/0361 000020

SPECIFIC STIPULATIONS
038 OCNC-STREE
NEC10-742
WARNING SIGNS AND TRAFFIC SAFETY DEVICES SHALL BE PROVIDED, INSTALLED, MAINTAINED AND REMOVED BY THE PERMITTEE IN ACCORDANCE WITH THE "FEDERAL MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES". THE MANUAL MAY BE OBTAINED AT: [HTTP://WWW.FHWA.DOT.GOV](http://www.fhwa.dot.gov)

103 OCNC-STREE
PARKING OF PRIVATE VEHICLES ON THE STREET, ROADWAY AND SIDEWALK WORK AREAS IS PROHIBITED.

107 OCNC-STREE
LOADING AND UNLOADING, STANDING OR PARKING IN A LANE ADJACENT TO THE WORK ZONE IN THE ROADWAY IS PROHIBITED. THIS APPLIES TO PERMITTEES AND ALL OF THEIR SUBCONTRACTORS.

091 OCNC-STREE
THIS PERMIT ACTIVITY MAY NOT START UNTIL THE PERMITTEE COORDINATES ALL WORK WITH ANY ONGOING CONSTRUCTION WITH THE PROJECT/RESIDENT ENGINEER FOR ANY ONGOING CAPITAL PROJECTS.

SEE PAGE 2 FOR STIPULATIONS

PERMIT ACTUALLY PRINTED ON 09/24/2010 BY 08:13 BY LYNN CHEFFET - CONTRACTS

PAGE 1 OF 3

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

PER

COMMISSIONER



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City Department of Transportation

BOUGH : MANHATTAN
SPECT DIST: 32
M. BOARD: 4

PERMIT # : NO2-2610236-003
RECORDED # : NONE
PREVIOUS # : NONE

BUILDING OPERATION PERMIT
PERMIT VALID FROM 08/24/2010 TO 11/28/2010

FEES (NON-REFUNDABLE):
ADMIN \$**50.00
REISSUE

PERMIT TYPE : 0211
ROADWAY TYPE : ASPHALT
SIDEWALK TYPE : CONCRETE
ISSUE DATE : 08/24/2010

TOTAL FEE \$**450.00 FEE WAIVED

PERMISSION HEREBY GRANTED TO:
NAME : PORT AUTHORITY OF NY & NJ
CONTACT NAME : J. JEWELL-JEFF GRADY
PHONE : 1-873-779-4126
ADDRESS : PORT AUTHORITY N.Y. NY 10013
PO. OF NY & NJ CONTRACTS

LICENSE #
CONTRACT # : 11206.700

TO OCCUPY THE ROADWAY AND/OR SIDEWALK IN FRONT OF
HOUSE #
ON STREET : WEST 40 STREET
FROM STREET : 8 AVENUE
TO STREET : 9 AVENUE

SPECIFIC LOCATION : Eastbound W 40 St
SUBMITTED AS: WEST 40 STREET
8 AVENUE
9 AVENUE

FOR THE PURPOSE OF OCCUPANCY OF ROADWAY AS SHOWN ON
PLANS INDICATED BY CROSS HATCHING
PLAN NO. 10220-009-23195700030000

SEE PAGE 2 FOR SPECIFICATIONS

PERMIT ORIGINAL PRINTED ON 08/24/2010 AT 08:13 AM BY NY DOT PERMITS CONTRACTS

PAGE 1 OF 3

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

COMMISSIONER



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations. 244
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City Department of Transportation

WORK DISTRICT: MANHATTAN
PROJECT DIST: 32
M. BOARD:

PERMIT #: 02-2016236-003
RECORDED #: NONE
PREVIOUS #: NONE

ZULUING OPERATION PERMIT
PERMIT VALID FROM 08/24/2010 TO 11/20/2010

ALL WORK MUST ADHERE TO THE FOLLOWING STIPULATIONS: 038, 103, 107, 091
505936 SCHOOL HIGHWAY NOISE1 OCNC20

SPECIFIC STIPULATIONS: 038 OCNC-STREE
MEC10-242
WARNING SIGNS AND TRAFFIC SAFETY DEVICES SHALL BE PROVIDED, INSTALLED, MAINTAINED AND REMOVED BY THE PERMITTEE IN ACCORDANCE WITH THE "FEDERAL MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES". THE MANUAL MAY BE OBTAINED AT [HTTP://WWW.FHWA.DOT.GOV](http://www.fhwa.dot.gov)

103 OCNC-STREE
PARKING OF PRIVATE VEHICLES ON THE STREET (ROADWAY AND SIDEWALK) WORK AREAS IS PROHIBITED.

107 OCNC-STREE
LOADING AND UNLOADING, STANDING OR PARKING IN A LANE ADJACENT TO THE WORK ZONE IN THE ROADWAY IS PROHIBITED. THIS APPLIES TO PERMITTEES AND ALL OF THEIR SUBCONTRACTORS.

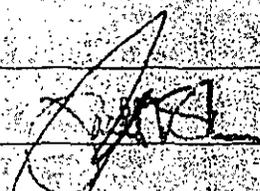
091 OCNC-STREE
THIS PERMIT ACTIVITY MAY NOT START UNTIL THE PERMITTEE COORDINATES ALL WORK WITH ANY ONGOING CONSTRUCTION WITH THE PROJECT/RESIDENT ENGINEER FOR ANY ONGOING CAPITAL PROJECTS.

SEE PAGE 038 FOR STIPULATIONS

PERMIT ORIGINALLY PRINTED ON 08/24/2010 BY 08:13 AM JOHN CUFFEE CONTRACTS

PAGE 1 OF 1

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

COMMISSIONER
PER 



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.



New York City Department of Transportation

WGN : MANHATTAN
ECT DIST: 32
BOARD: 4

PERMIT # : M02-2010236-003
RECORDED # : NONE
PREVIOUS # : NONE

EMERGENCY OPERATION PERMIT
PERMIT VALID FROM 08/24/2010 TO 11/20/2010

505936 SPECIAL EY

WORK EXPIRES: 08/28 - 08/28/2010 FOR BLOCK PARTY
TIME: 8 AM - 8 PM 2000: MANHATTAN
LOCATION: ST NICHOLAS AVE BET WEST 151 STREET AND WEST 155 STREET
SPONSOR: APOSTLE & MISSIONARY CHURCH

SCHOOL DCNC STREET

NO WORK TO BE PERFORMED WITHIN BLOCK FRONTING SCHOOL INCLUDING INTERSECTIONS FOR ONE HOUR PRIOR TO SCHOOL START TIME THROUGH ONE HOUR AFTER END OF SCHOOL TIME. PERMITTEE MUST NOTIFY SCHOOL PRINCIPAL IN WRITING 48 HOURS PRIOR TO BEGINNING ANY WORK. THIS STIP VOIDS ANY/ ALL OTHER CONFLICTING STIPS ON THIS PERMIT UNLESS ACCOMPANIED WITH VARIANCE STIP YARDJ1.

H10A01 DCNC STREET

THIS PERMIT ONLY ALLOWS FOR THE CLOSURE OF A ROADWAY OR SIDEWALK AS STIPULATED. ANY STORAGE OF MATERIAL OR STORAGE OF EQUIPMENT REQUIRES A SEPARATE PERMIT.

NOISE1 DCNC STREET

BY SUBMITTING THIS APPLICATION AND/OR RENEWAL REQUEST, THE PERMITTEE CERTIFIES ITS COMPLIANCE WITH ALL APPLICABLE CITYWIDE CONSTRUCTION NOISE MITIGATION REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THE DEVELOPMENT OF A COMPLIANT NOISE MITIGATION OR ALTERNATIVE NOISE MITIGATION PLAN. PLEASE CONTACT THE NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION (WWW.NYC.GOV/DEP) FOR FURTHER INFORMATION.

DCNC20 DCNC STREET

WORK IN ACCORDANCE WITH DCNC STIP SHEET WHICH MUST BE ATTACHED TO PERMIT AND ON SITE.

PERMIT ORIGINALLY PRINTED ON 08/24/2010 AT 08:13 BY LYNN DUFFEE CONTRACTS

PAGE 3 OF 3

PERMITTEES SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND SPECIFICATIONS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION AND WITH THE TERMS AND CONDITIONS OF THE PERMIT. FAILURE TO COMPLY MAY RESULT IN REVOCATION OF THE PERMIT BY THE COMMISSIONER.

COMMISSIONER

PER



NYS LAW
Call 1-800-272-4480 before Street Opening Excavations.
New York State Industrial Code Rule 753 mandates 2-10 business days notice prior to digging.

THIS PAGE LEFT INTENTIONALLY BLANK

THIS PAGE LEFT INTENTIONALLY BLANK

THIS PAGE LEFT INTENTIONALLY BLANK

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.

Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

Paid Holidays

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is for each hour worked, some classifications require the payment or provision of supplements for each hour paid (including paid holidays on which no work is performed) and/or may require supplements to be paid or provided at a premium rate for premium hours worked.

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.state.ny.us) for current wage rate information.

Apprentice Training Ratios

The following are the allowable ratios of registered Apprentices to Journey-workers.

For example, the ratio 1:1, 1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2

Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

If you have any questions concerning the attached schedule or would like additional information, please contact the nearest BUREAU of PUBLIC WORK District Office or write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12240

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-775-3568	212-775-3579
Bureau of Public Work - Palchogue	631-687-4883	631-687-4904
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

New York County General Construction

Asbestos Worker **08/01/2010**

JOB DESCRIPTION Asbestos Worker

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per hour: 07/01/2010-

Asbestos Worker		+Additional
Removal & Abatement Only*	\$32.95	\$3.00**

NOTE: *On Mechanical Systems that are NOT to be SCRAPPED.

**Increase to be allocated at a later date.

SUPPLEMENTAL BENEFITS

Asbestos Worker	
Removal & Abatement Only	\$9.15

OVERTIME PAY

See (B, B2, K) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: Easter Paid at Time and One-half IF worked

REGISTERED APPRENTICES

Apprentice Removal & Abatement Only:
 1000 hour terms at the following percentage of Journeyman's rates.

1st	2nd	3rd	4th
78%	80%	83%	89%

Supplemental Benefits:
 (per Hour worked)

Apprentice	
Removal & Abatement Only	\$9.15

9-12a - Removal Only

Boilermaker **08/01/2010**

JOB DESCRIPTION Boilermaker

DISTRICT 4

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Per Hour: 07/01/2010- 01/01/2011
12/31/2010

Boilermaker	\$ 46.66	\$ 47.32
Repairs & Renovation	\$ 46.66	\$ 47.32

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2010- 01/01/2011
12/31/2010

BoilerMaker	39 1% of Hourly Wage Paid + \$ 16.97	39 1% of Hourly Wage Paid + \$ 19.33
-------------	--	--

Repairs & Renovation*

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay.
 *Same as Boilermaker (Includes replacement of parts and repairs & renovation of an existing unit).

OVERTIME PAY
 See (D, O) on OVERTIME PAGE

HOLIDAY
 Paid: See (8, 16, 23, 24) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 12, 15, 25) on HOLIDAY PAGE
 NOTE: *Employee must work in pay week to receive Holiday Pay.

**Boilermaker gets 4 times the hourly wage rate for working on Labor Day.

***Repairs & Renovation see (B,E,O) on HOLIDAY PAGE

REGISTERED APPRENTICES
 (1/2) Year Terms at the following percentage of Boilermaker's Wage

1st	2nd	3rd	4th	5th	6th	7th	8th
65%	65%	70%	75%	80%	85%	90%	95%

Supplemental Benefits Per Hour.

	07/01/2010- 12/31/2010	01/01/2011
Boilermaker Apprentice(s)	39.1% of Hourly Wage Paid + \$ 16.97	39.1% of Hourly Wage Paid + \$ 19.33
Repairs & Renovation* Apprentice(s)	39.1% of Hourly Wage Paid + \$ 16.97	39.1 of Hourly Wage Paid + \$ 19.33

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay
 *Includes replacement of parts and repairs & renovation of an existing unit

4-5

Carpenter **08/01/2010**

JOB DESCRIPTION Carpenter **DISTRICT 9**
ENTIRE COUNTIES
 Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
 Per hour: 07/01/2010

Piledriver	\$ 44.61	+Additional \$ 3.72*
Dockbuilder	44.61	+Additional \$ 3.72*

*Increase to be allocated at a later date

SUPPLEMENTAL BENEFITS

Per hour paid:
 Journeyworker \$ 40.86

OVERTIME PAY
 See (B, E2, O) on OVERTIME PAGE

HOLIDAY
 Paid: See (18,19)on HOLIDAY PAGE

Paid for 1st & 2nd yr
Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour is Percentage of Journeyworkers Wage

(1) year terms:

1st.	2nd.	3rd.	4th.
40%	50%	65%	80%

Supplemental benefits per hour:

Apprentices \$ 26.97

9-1456

Carpenter

08/01/2010

JOB DESCRIPTION Carpenter

DISTRICT 9

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2010

Carpet/Resilient

Floor Coverer \$ 44.02 +Additional \$ 1.32*

*Increase to be allocated at a later date

SUPPLEMENTAL BENEFITS

Per hour paid:

Floor Coverer \$ 38.58

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE.

Paid for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wage per hour is Percentage of Journeyworkers Wage

(1) year terms

1st	2nd.	3rd.	4th.
40%	50%	65%	80%

Supplemental benefits per hour:

Apprentices \$ 25.83

9-2207

Carpenter

08/01/2010

JOB DESCRIPTION Carpenter

DISTRICT 9

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2010

Marine Construction.

Marine Diver \$ 56.32
M.D.Tender 40.17

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman \$ 40.86

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18,19) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,10,11,13,16,18,19)

Overtime: See (5,6,10,11,13,16,18,19) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wage per hour is Percentage of Journeymans Wage

(1) year terms:

	1st	2nd	3rd	4th
	40%	50%	65%	80%

Supplemental benefits per hour:

Apprentices \$ 26.97

9-1456MC

Carpenter

08/01/2010

JOB DESCRIPTION Carpenter

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour. 07/01/2010

Building
Millwright \$ 44.24 +Additional \$3.62*

*Increase to be allocated at a later date

SUPPLEMENTAL BENEFITS

Per hour paid:

Millwright \$ 44.75

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18,19) on HOLIDAY PAGE

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,18,19,25)

Overtime See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour is Percentage of Journeyworkers wage

(1) year terms

1st	2nd.	3rd.	4th.
55%	65%	75%	95%

Supplemental benefits per hour.

(1) year terms:

1st.	2nd.	3rd.	4th
\$28.19	\$31.29	\$35.51	\$40.62

9-740.1

Carpenter

08/01/2010

JOB DESCRIPTION Carpenter

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per Hour: 07/01/2010

Timberman \$ 40.50 +Additional \$3.53*

*Increase to be allocated at a later date

SUPPLEMENTAL BENEFITS

Per hour paid:

Timberman \$ 40.62

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18,19) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour is Percentage of Journeymans Wage.

(1) year terms:

1st	2nd	3rd	4th
40%	50%	65%	80%

Supplemental benefits per hour

Apprentices \$ 25.14

9-1536

Carpenter

08/01/2010

JOB DESCRIPTION Carpenter

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Westchester

PARTIAL COUNTIES

Orange: South of but including the following, Waterloo Mills, Slaterville, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.

Putnam: South of but including the following, Cold Spring, Tompkins Corner, Mahopac, Croton Falls, east to Connecticut border.

Suffolk: West of Port Jefferson and Palchoque Road to Route 112 to the Atlantic Ocean.

WAGES

Per hour: 07/01/2010 10/17/2010

		Additional*
Core Drilling		
Driller	\$ 33.25	\$ 2.21*
Assistant Driller	26.95	1.94*

Note: Hazardous Waste Pay Differential:
 For Level C, an additional 10% above wage rate per hour
 For Level B, an additional 10% above wage rate per hour
 For Level A, an additional 10% above wage rate per hour
 Note: When required to work on water: an additional \$ 0.50 per hour.

* May be allocated between wages and benefits

SUPPLEMENTAL BENEFITS

Per hour paid:

Driller	\$ 17.52	\$ 17.52
Assistant	17.52	17.52

OVERTIME PAY

OVERTIME: See (B,E,K*,P,R**) on OVERTIME PAGE.

HOLIDAY

HOLIDAY:

Paid: See (5,6) on HOLIDAY PAGE.
 Overtime: * See (5,6) on HOLIDAY PAGE.
 ** See (8,10,11,13) on HOLIDAY PAGE

Assistant: One (1) year increments at the following percentage of Assistant wages. This is not an apprenticeship for Driller.

1st Year	2nd Year	3rd Year	4th Year
70%	80%	90%	100%

9-1536-CoreDriller

Carpenter

08/01/2010

JOB DESCRIPTION Carpenter

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Putnam, Queens, Richmond

PARTIAL COUNTIES

Nassau. That portion of the county that lies west of Seaford Creek and south of the Southern State Parkway

WAGES

Per hour: 07/01/2010

Show Exhibit/
 Carpenter \$ 44.02 +Additional \$2.13*

*Increase to be allocated at a later date

SUPPLEMENTAL BENEFITS

Per hour paid:

Show Exhibit/
 Carpenter \$ 38.58

OVERTIME PAY

See (B, E, O) on OVERTIME PAGE

HOLIDAY

Paid: See (18,19) on HOLIDAY PAGE.

Paid for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour is Percentage of Journeyworkers Wage

(1) year terms.

	1st	2nd.	3rd	4th.
	40%	50%	65%	80%

Supplemental benefits per hour:
 Apprentices \$ 25.83

9-EXHIB

Carpenter - Building / Heavy&Highway

08/01/2010

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2010

		+Additional
Building:		
Carpenter	\$ 44.02	\$ 2.13*
Heavy&Highway:		
Carpenter	44.61	\$ 3.72*

SUPPLEMENTAL BENEFITS

Per hour paid:

Building:
 Carpenter \$ 34.56

Heavy&Highway:
 Carpenter \$ 36.06

* May be allocated between wages and benefits

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18,19) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wage per hour:

(1) year terms:

	1st	2nd	3rd	4th
Building				
Heavy&Highway	40%	50%	65%	80%

Supplemental benefits per hour for all Apprentices

\$ 25.83

9-NYC

Electrician

08/01/2010

JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour:	07/01/2010	05/11/2011	11/09/2011	05/09/12
Electrician	\$ 49.00	\$ 49.00	\$ 51.00	\$ 51.00
Audio/Sound/Tele/Data	49.00	49.00	51.00	51.00

SUPPLEMENTAL BENEFITS

Journeyworker	07/01/2010	05/11/2011	11/09/2011	05/09/12
	\$ 40.40	\$ 41.14	\$ 42.33	\$ 43.47

OVERTIME PAY

See (A, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 15, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages Per Hour:

For those registered into apprentice program BEFORE 05/10/2007

One (1) year terms at the following rate

	07/01/2010	05/11/2011	11/09/2011	05/09/12
1st term...	\$ 13.75	\$ 14.25	\$ 14.25	\$ 14.25
2nd term...	\$ 16.55	\$ 17.05	\$ 17.05	\$ 17.05
3rd term...	\$ 18.65	\$ 19.15	\$ 19.15	\$ 19.15
4th term...	\$ 20.60	\$ 21.10	\$ 21.10	\$ 21.10
MIJ (5th term)...	\$ 25.30	\$ 25.30	\$ 25.30	\$ 25.30

Wages Per Hour:

For those registered into apprentice program AFTER 05/10/2007

One (1) year terms at the following rate

1st term...	\$ 11.00	\$ 11.50	\$ 11.50	\$ 11.50
2nd term...	\$ 13.00	\$ 13.50	\$ 13.50	\$ 13.50
3rd term...	\$ 15.00	\$ 15.50	\$ 15.50	\$ 15.50
4th term...	\$ 17.00	\$ 17.50	\$ 17.50	\$ 17.50
MIJ (5th term)...	\$ 21.50	\$ 21.50	\$ 21.50	\$ 21.50

REGISTERED APPRENTICES: Supplemental Benefits per hour paid

For those registered into apprentice program BEFORE 05/10/2007

1st term...	\$ 9.12	\$ 9.33	\$ 9.33	\$ 10.33
2nd term...	\$ 10.31	\$ 10.52	\$ 10.52	\$ 11.52
3rd term...	\$ 11.20	\$ 11.41	\$ 11.41	\$ 12.41
4th term...	\$ 12.02	\$ 12.24	\$ 12.24	\$ 13.24
MIJ (5th term)...	\$ 15.77	\$ 16.77	\$ 16.77	\$ 18.02

REGISTERED APPRENTICES: Supplemental Benefits per hour paid

For those registered into apprentice program AFTER 05/10/2007

1st term...	\$ 7.96	\$ 8.17	\$ 8.17	\$ 9.17
2nd term...	\$ 8.80	\$ 9.02	\$ 9.02	\$ 10.02
3rd term...	\$ 9.65	\$ 9.86	\$ 9.86	\$ 10.86
4th term...	\$ 10.50	\$ 10.71	\$ 10.71	\$ 11.71
MIJ (5th term)...	\$ 13.18	\$ 13.93	\$ 14.93	\$ 16.14

9-3

Electrician **08/01/2010**

JOB DESCRIPTION Electrician **DISTRICT 9**

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond, Westchester

WAGES

Per hour Paid 07/01/2010 03/10/2011

Service Technician \$ 28.34 \$ 28.89

Service and Maintenance on Alarm and Security Systems.

Maintenance, repair and /or replacement of defective (or damaged) equipment on, but not limited to, Burglar - Fire - Security - CCTV - Card Access - Life Safety Systems and associated devices. (Whether by service contract of T&M by customer request.)

SUPPLEMENTAL BENEFITS

Per hour
Journeyworker: 38.72% of wage
+ \$12.00 per day

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 11, 12, 16, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 12, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

9-3H

Electrician **08/01/2010**

JOB DESCRIPTION Electrician **DISTRICT 9**

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2010

Electrician \$ 25.30

H - Telephone \$ 25.30

Maintenance and Jobbing-Electrical work of limited duration and scope, consisting of repairs and/or replacement of electrical and teledata 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.

SUPPLEMENTAL BENEFITS

Journeyworker \$ 15.98

OVERTIME PAY

See (B, H) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 10, 11, 12, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 10, 11, 12, 16) on HOLIDAY PAGE

9-3m

Electrician **08/01/2010**

JOB DESCRIPTION Electrician **DISTRICT 9**

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:	07/01/2010
Tree Trimmer	\$23.92
Ground Person	\$15.80

Applies to line clearance, tree work, and right-of-way preparation on all new or existing overhead, electrical, telephone, and CATV lines

SUPPLEMENTAL BENEFITS

Per hour paid:
 35.3% of wages*(INCLUDING OVERTIME)

Note: *Plus paid vacation & 4 days sick leave. Vacation based on continuous service as follows:

- * 40 hours after 1 year
- * 80 hours after 2 years
- * 120 hours after 5 years
- * 160 hours after 15 years

Note: Employee must work atleast 1800 hours in employee's anniversary year . An employee who workes 900 in the employee anniversary year but did not actually worked 1800 hours during that period shall be entitled to a pro rata share of vacation on the basis of 900 hours or more actually worded as a percentage based on 1800 hours.

OVERTIME PAY

See (B, *H, Q) on OVERTIME PAGE

*Worked performed on Sundays & Holdys outside of 7.00am - 4.00pm shall be paid at double time, in addition to the holiday pay if applicable.

HOLIDAY

HOLIDAY:
 Paid: See (5,6,10,11,15,16,26) on HOLIDAY PAGE.

(An additional floating holiday after four years' service)

Overtime: See (5,6,10,11,15,16,26) on HOLIDAY PAGE.

9-3T

Elevator Constructor

08/01/2010

JOB DESCRIPTION Elevator Constructor

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

PARTIAL COUNTIES

Rockland: Entire County except for the Township of Stony Point

Westchester: Entire County except for the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES

Per hour:	07/01/2010- 03/16/2011	03/17/2011
-----------	---------------------------	------------

Elevator Constructor	\$ 51.47	\$ 53.27
----------------------	----------	----------

Elevator Modernization & Service/Repair	\$ 40.93	\$ 42.31
--	----------	----------

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2010- 03/16/2011	03/17/2011
-----------	---------------------------	------------

Elevator Constructor	\$ 26.44	\$ 27.76
----------------------	----------	----------

Modernization & Service/Repair	\$ 25.86	\$ 27.17
-----------------------------------	----------	----------

OVERTIME PAY

Constructor. See (C, O) on OVERTIME PAGE

Modern./Service See (B, H) on OVERTIME PAGE.

HOLIDAY

Paid: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE
 Overtime: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: Per Hour 07/01/2010- 03/17/2011
 03/16/2001

One (1) year terms at the following Percentage
 of Elevator Constructor Hourly Rate

1st Term	50%	50%
2nd Term	55%	55%
3rd Term	65%	65%
4th Term	75%	75%

Modernization &
 Service/Repair:

1st Term	50%	50%
2nd Term	55%	55%
3rd Term	65%	65%
4th Term	75%	75%

Supplemental Benefits per hour paid:

Elevator Constructor:

1st Term	\$ 21.55	\$ 22.70
2nd Term	\$ 22.14	\$ 23.86
3rd Term	\$ 23.85	\$ 24.30
4th Term	\$ 24.05	\$ 25.29

Modernization &
 Service/Repair:

1st Term	\$ 21.48	\$ 22.63
2nd Term	\$ 21.82	\$ 22.99
3rd Term	\$ 22.72	\$ 23.92
4th Term	\$ 23.61	\$ 24.84

9-1

Glazier

08/01/2010

JOB DESCRIPTION Glazier

DISTRICT 9

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Per hour: 07/01/2010

Glazier \$ 46.60

Scaffolding \$ 47.60

Repair & Maintenance:

Glazier \$ 26.35

*Increase to be allocated at a later date

Repair & Maintenance- All repair & maintenance work on a particular building, whenever performed, where the total cumulative contract value is under \$100,000.00.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker.... \$ 24.69

Glazier
 Repair & Maintenance** \$ 14.83

OVERTIME PAY

OVERTIME: See (C*,D*O) on OVERTIME PAGE.

* Denotes if an optional 8th hour is required same will be at the regular rate of pay. If 9th hour is worked then both hours or more (8th and 9th or more) will be at the double time rate of pay.

** For Repair & Maintenance see (B,F, P) on overtime page

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

The Following are paid holidays for the Repair & Maintenance Class:

New Years day, Presidents day, Memorial day, Independents day, Labor day, Thanksgiving day, Day after Thanksgiving, and Christmas day.

REGISTERED APPRENTICES

Wage per hour.

(1) year terms at the following wage rates.

1st term ..	\$ 15.65
2nd term..	\$ 23.33
3rd term...	\$ 27.98
4th term ..	\$ 35.03

Supplemental Benefits*
 (Per hour worked)

1st term ...	\$ 11.89
2nd term ..	\$ 17.33
3rd term ..	\$ 19.08
4th term....	\$ 22.59

9-1281 (DC9 NYC)

Insulator - Heat & Frost

08/01/2010

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per hour:	07/01/2010- 01/02/2011	01/03/2011
Heat, Frost & Asbestos Insulator(s)	\$ 51.38 + an additional \$ 1.75**	An Additional \$ 1.75**

(**) To be allocated at a later date

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2010- 01/02/2011	01/03/2011
-----------	---------------------------	------------

Insulator(s) \$ 29.40 \$ 29.40

OVERTIME PAY

See (C, O, V) on OVERTIME PAGE

Wage and benefits for 8th Hour to be paid at time and one half

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages:

Apprentice Insulator(s)

1 year terms at the following percentage of Journeyman's rates.

	1st	2nd	3rd	4th
	40%	60%	70%	80%

Supplemental Benefits per hour:

Apprentice Insulator(s)

Same % as
for wage of
\$ 29.40

Same % as
for wage of
\$ 29.40

9-12

Ironworker

08/01/2010

JOB DESCRIPTION Ironworker

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour: 07/01/2010

Derrickman/Rigger \$ 51.50

*Increase to be allocated at a later date

SUPPLEMENTAL BENEFITS

Journeyworker 07/01/2010

\$ 33.53

OVERTIME PAY

OVERTIME See (A*,D1,E**,Q,V) on OVERTIME PAGE.

*Time and one-half shall be paid for all work in excess of seven (7) hours at the end of a work day to a maximum of two hours on any regular work day (the eighth (8th) and ninth (9) hours of work) and double time shall be paid for all work thereafter.

**Time and one-half shall be paid for all work on Saturday up to seven (7) hours and double time shall be paid for all work thereafter.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 10) on HOLIDAY PAGE

HOLIDAY:

Paid:See (1) on HOLIDAY PAGE.

Overtime:.....See (5*, 6*, 8**, 24***, 25**) on HOLIDAY PAGE.

*No work shall be performed on this day, except in cases of emergency. Such work shall be done at double time rate of pay.

**Double time rate of pay.
 ***Work stops at schedule lunch break with full day's pay

REGISTERED APPRENTICES

Wage per hour

(1/2) year terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th
50%	50%	70%	80%	90%	90%

Supplemental benefits per hour paid:

Registered Apprentice	
1st year	50% of journeyman's rate
All others	75% of journeyman's rate

9-197D/R

Ironworker

08/01/2010

JOB DESCRIPTION Ironworker

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2010- 12/31/2010	01/01/2011
Ornamental	\$ 40.60	An Additional
Chain Link Fence	\$ 40.60	\$ 1.50**/ Hour
Guide Rail Installation	\$ 40.60	

(**) To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour paid:	07/01/2010- 12/31/2010	01/01/2011
Journeyworker:	\$ 36.72	\$ 36.72

OVERTIME PAY

OVERTIME: See (A*,D1,E**,Q,V) on OVERTIME PAGE.

*Time and one-half shall be paid for all work in excess of seven (7) hours at the end of a work day to a maximum of two (2) hours on any regular work day (8th & 9th hours of work) and double time shall be paid for all work thereafter.

**Time and one-half shall be paid for all work on Saturday up to seven (7) hours and double time shall be paid for all work thereafter.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

1st term represents first 1-4 months, thereafter (1/2) year terms at the following percentage of Journeyman's wage

APPRENTICES:

1st	2nd	3rd	4th	5th	6th
50%	50%	55%	60%	70%	80%

Supplemental Benefits per hour paid:

APPRENTICES:	07/01/2010- 12/31/2010	01/01/2011
1st Term	\$ 28.69	\$ 28.69
2nd Term	28.69	28.69

3rd Term	29.41	29.41
4th Term	30.33	30.33
5th Term	31.55	31.55
6th Term	32.97	32.97

9-580-Or

Ironworker **08/01/2010**

JOB DESCRIPTION Ironworker **DISTRICT 9**

ENTIRE COUNTIES
 Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

PARTIAL COUNTIES
 Rockland: Southern Section

WAGES

Per hour: 07/01/2010

Reinforcing &
 Metal Lathing... \$ 49.87 +Additional \$3.30*

*Increase to be allocated at a later date

SUPPLEMENTAL BENEFITS

Per hour paid:
 Journeyworker \$ 33.01

OVERTIME PAY

See (*A, E, Q, **V) on OVERTIME PAGE
 OVERTIME: See (A*, E, Q, V**) on OVERTIME PAGE

** All overtime in excess of ten (10) hours shall be paid at double wage

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 11, 13, 18, 19, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour.

(1) year terms at the following wage rates:

1st	2nd	3rd
\$ 28.55	\$ 33.15	\$ 38.21

Supplemental Benefits per hour paid:

1st	2nd	3rd
\$ 22.56	\$ 24.21	\$ 25.36

9-46Reinf

Ironworker **08/01/2010**

JOB DESCRIPTION Ironworker **DISTRICT 9**

ENTIRE COUNTIES
 Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Wages: (Per Hour)

07/01/2010

Structural...	\$ 41.05
Riggers ...	\$ 41.05
Machinery Movers....	\$ 41.05
Machinery Erectors....	\$ 41.05

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2010
 Journeyworker.. \$ 52.50

OVERTIME PAY

See (B*,E**,Q,V) on OVERTIME PAGE.

* Time and one-half shall be paid for all work in excess of (8) eight hours at the end of a work day to a maximum of two hours on any regular work day (the ninth (9th) and tenth (10th) hours of work)and double time shall be paid for all work thereafter.

** Time and one-half shall be paid for all work on Saturday up to eight (8) hours and double time shall be paid for all work thereafter.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 18, 19) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages:
 (Per Hour)

Six (6) month terms at the following wage rate.

1st	2nd	3rd	4th	5th	6th
\$21.82	22.42	23.02	23.02	23.02	23.02

Supplemental Benefits:
 (Per Hour)

07/01/2010
 \$ 37.85

9-40/361-Str

Laborer

08/01/2010

JOB DESCRIPTION Laborer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2010

Laborer/Excavation:

**Asbestos and Lead Abatement & Removal,
 Hazardous Waste Removal

(including soil) \$ 37.60

Basic 37.60

Flagman 37.60

Pipelayer 37.60

*Tree Work, *Landscape 37.60

Notes *Includes trimming, cutting, planting and/or removal of trees

** Applies to Heavy & Highway projects

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker \$ 27.99

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (2, 20) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 13) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

1000 hour terms at the following percentage of Journeyworkers wage

1st	2nd	3rd	4th	5th
50%	60%	75%	90%	100%

Supplemental Benefits per hour paid:

All Apprentices \$ 27.99

9-731Ex

Laborer

08/01/2010

JOB DESCRIPTION Laborer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

GROUP 14: Blasters.

GROUP 16: Tunnel workers *

* (including Miners, Drill Runners, Iron Men, Maintenance Men, Conveyor Men, Safety Miners, Riggers, Block Layers, Cement Finishers, Rod Men, Caulkers, Powder Carriers, Miners' Helpers, Chuck Tenders, Track Men, Nippers, Brake Men, Deraill Men, Form Men, Bottom Bell, Top Bell or Signal men, Form Workers, Movers, Concrete Workers, Shaft Men, Tunnel Laborers and Caulkers' Helpers).

GROUP 17: Powder Watchmen, Top Laborers and Changehouse Attendants.

Wages (per hour) 07/01/2010

Laborer (Tunnel)-FREE AIR:

Group 14	\$39.18
Group 16	37.48
Group 17	34.63

Small Bore Micro Tunnel Machines 80% of rates above

For Repairs on Existing Water Tunnels 90% of rates above

For Repairs of Sewer & Drainage Tunnels 85% of rates above

For Repair & Maintenance of all Subway & Vehicular Tunnels 80% of rates above

SUPPLEMENTAL BENEFITS

Per hour paid:

GROUP 14 \$ 36.75 per hour paid +
 0.63 per hour worked +
 3.00 per day

GROUP 16 \$ 35.14 per hour paid +
 0.63 per hour worked +
 3.00 per day

GROUP 17 \$ 32.43 per hour paid +

0.63 per hour worked +
 3.00 per day

Small Bore Micro
 Tunnel Machines 80% of rates above
 For Repairs on Existing
 Water Tunnels 90% of rates above
 For Repairs of Sewer &
 Drainage Tunnels 85% of rates above
 For Repair & Maintenance
 of all Subway &
 Vehicular Tunnels 80% of rates above

OVERTIME PAY

OVERTIME: For Laborer (Free Air) See (D, M, R*) on OVERTIME PAGE.
 For Repair Categories See (B, F, R*) on OVERTIME PAGE.
 & Micro Tunneling
 * Straight time first 8 hours, double time after 8 hours.

HOLIDAY

Paid: See (5, 6, 9, 11, 12, 15, 25) on HOLIDAY PAGE
 Overtime: See (5, 6, 9, 11, 12, 15, 25) on HOLIDAY PAGE

9-147Tnl/Free

Laborer

08/01/2010

JOB DESCRIPTION Laborer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Wages: (per Hour) 07/01/2010
 Laborer/Asphalt
 Screenman, Micro Paver... \$44.35
 Rakers... \$43.86
 A/C Painter, Liquid Tar... \$40.14
 Gen. Laborer
 (Includ. Traff Safety) \$37.71
 Slurry/Sealcoater/Play Equip.
 Installer \$37.71
 Small Equip. Operator \$40.56

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker \$29.30

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 11, 12, 15, 16) on HOLIDAY PAGE

Overtime: See (21, 22, 25) on HOLIDAY PAGE

HOLIDAY:

Paid: See (5, 11, 12, 15, 20)* on HOLIDAY PAGE

Overtime: See (21, 22, 25)** on HOLIDAY PAGE.

*If an employee does not work on said holiday, he will receive single time pay rate for the said day, provided that the said employee has worked one (1) day in the calendar week in which the said holiday occurs. If an employee works on said holiday, he will be paid only for the single time rate, plus one (1) day's pay for the holiday.

**If an employee does not work on any of these holidays, they will receive no pay. If an employee works on said holiday, he will be paid the single-time rate, plus one day's pay for the holiday

REGISTERED APPRENTICES

Wage per hour:

One (1) year terms at the following percentage of Journeyworkers wage.

1st	2nd	3rd
40%	50%	60%

Supplemental Benefits per hour paid.

	07/01/2010
1st year	\$29.30
2nd year	\$29.30
3rd year	\$29.30

9-1018a

Laborer

08/01/2010

JOB DESCRIPTION Laborer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2010

Laborer:

Laborer-Concrete
 (including flag person) \$ 34.90

SUPPLEMENTAL BENEFITS

(Per Hour Worked) 07/01/2010

\$ 26.69

OVERTIME PAY

OVERTIME: See (A,E,Q) on OVERTIME PAGE attached.
 See (B,E,Q.) for work below street level to top of foundation.

For Work done on Saturdays add an additional \$2.75 per hour to Supp. Benefits.
 For work done on Sundays & Holidays add an additional \$5.50 per hour to Supp. Benefits.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 11, 13, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour.
 Terms at the following percentage of Journeyworkers wage.

07/01/2010			
Term:	1st	2nd	3rd
Hours:	0-	501-	2001-
	500	2000	4000
	50%	65%	80%

Supplemental Benefits:
 (Per Hour Worked)

07/01/2010	0-1000hrs	Over 1000hrs
	\$ 15.81	\$ 21.19

*For work on Saturdays add the following amount per term to hourly supp. benefits:

1st	2nd	3rd
\$ 1.38	\$ 1.79	\$ 2.20

*For work on Sundays & Holidays add the following amount per term to hourly supp. benefits:

1st	2nd	3rd
\$ 2.75	\$ 3.58	\$ 4.40

9-6A/18A/20-C

Laborer - Building

08/01/2010

JOB DESCRIPTION Laborer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2010

Building Laborer-Demolition: \$ 32.90

* / Total Demolition Only. Demolition shall be the complete demolition (wrecking) or dismantling of entire buildings or structures. Also may include the removal of all or any portion of a roof in which structural change is to occur. Structural change is defined as the removal of structural slabs, steel members, concrete members and penetration through the structural slab.

SUPPLEMENTAL BENEFITS

Per hour paid:
Journeyworker: \$ 20.85

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 13, 15, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage.

1st	2nd	3rd	4th
\$19.75	\$20.75	\$22.25	\$24.75

Supplemental Benefits per hour paid:

Apprentices: \$ 13.32

9-79/95

Laborer - Building

08/01/2010

JOB DESCRIPTION Laborer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2010

Laborer:
Asbestos, lead, toxic
and hazardous material
abatement \$ 31.50 + Additional \$ 3.00*

* Increase to be allocated at a later date

SUPPLEMENTAL BENEFITS

Per Hour Paid 07/01/2010

Journeyworker:

Asbestos Abatement .. \$ 11.60

OVERTIME:

See (B, H) on OVERTIME PAGE.
(Time & One-half after 8 hours or after forty hours per week)

HOLIDAY:

Paid: See (1) on HOLIDAY PAGE

Overtime See (5.6.) on HOLIDAY PAGE.

OVERTIME PAY
 See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
 Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 25) on HOLIDAY PAGE

*Easter is paid at time and one-half if worked.

REGISTERED APPRENTICES

Wage per hour:
 1000 hours terms at the following wage rate.

	1st	2nd	3rd	4th
07/01/2009				
Asbestos Abatement	\$ 24.57	\$ 25.20	\$ 26.15	\$ 28.04

Supplemental Benefits: Per Hour Paid

1000 hours at the following dollar amounts:

Asbestos Abatement... \$ 11.60

9-NYDC(78)

Laborer - Building

08/01/2010

JOB DESCRIPTION Laborer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2010

Building:

Plasterer Tender and
 Spray Fireproofing. \$ 33.74

SUPPLEMENTAL BENEFITS

Per hour paid.
 Journeyworker \$ 21.70

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:
 1000 hours terms at the following wage.

	1st	2nd	3rd	4th
01/01/2010	\$19.75	\$20.75	\$22.25	\$24.75

Supplemental Benefits per hour paid:

Apprentices \$13.41**

** Applies to all Apprentices:

9-30 (79)

Laborer - Building

08/01/2010

JOB DESCRIPTION Laborer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour. 07/01/2010

Laborer - Building

Basic Laborer \$ 34.54

Mason Tender 34.54

Laborer:

Interior Demolition \$ 32.79

SUPPLEMENTAL BENEFITS

Per Hour Paid: 07/01/2010

Journeyworker:

Basic & Mason Tender \$ 21.85

Interior Demolition 16.65

OVERTIME:

See (B,H) on OVERTIME PAGE.
(Time & One-half after 8 hours or after forty hours per week)

HOLIDAY:

Paid: See (1) on HOLIDAY PAGE.

Overtime See (5.6.*) on HOLIDAY PAGE.

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5.25) on HOLIDAY PAGE

*Easter is paid at thime and one-half if worked.

REGISTERED APPRENTICES

Wage per hour.

1000 hour terms at the following wage rate

01/01/2010	1st	2nd	3rd	4th
Basic & Mason Tender	\$ 19.25	\$ 20.25	\$ 21.75	\$ 24.25
Interior Demolition	19.25	20.25	21.75	24.25

Supplemental Benefits: Per Hour Paid

Basic Laborer & Mason Tender \$ 14.66

Interior Demolition 13.00

9-MTDC(79)

Laborer - Heavy&Highway

08/01/2010

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour. 07/01/2010

Highway Laborer - Concrete Formsetter	\$41.58
General Laborer (including Traffic Safety)	\$37.71
Small Equipment Operator	\$37.71
Landscape Planting & Maint	\$37.71
Small Power Tool Operator/ Maintenance Safety Surface	\$37.71

SHIFT WORK:

On night work, the first eight (8) hours of work will be paid at fifteen (15%) above the single time rate. Hours worked over eight (8) hours during said shift shall be paid for at the time and one-half rate.

SUPPLEMENTAL BENEFITS

Per hour paid. 07/01/2010

Formsetter:	\$29.30
All Others	\$29.30

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

HOLIDAY:

Paid: See (5,11,12,20)* on HOLIDAY PAGE.

Overtime: See (21,22)** on HOLIDAY PAGE.

*If an employee does not work on said holiday, he will receive single time pay rate for the said day, provided that the said employee has worked one (1) day in the calendar week in which the said holiday occurs. If an employee works on said holiday, he will be paid only for the single time rate, plus one (1) days pay for the holiday.

**If an employee does not work on these holidays he shall receive no pay.
 If an employee works on any of these holidays he will receive the single rate plus 15% of same.

REGISTERED APPRENTICES

Wage Per Hour:	07/01/10
One (1) year terms at the following:	
1st Term	40% of Journeyman*
2nd Term	50% " "
3rd Term	60% " "
* pertains to work classification	

Supplemental Benefits per hour paid Registered Apprentices	\$29.30
---	---------

9-1010HH-FS

Laborer - Trac Drill

08/01/2010

JOB DESCRIPTION Laborer - Trac Drill

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour Paid: 07/01/2010

Hydraulic Trac Drill.....	\$ 33.57 + Additional \$ 2.98*
Hydraulic Trac Drill Chuck Tender...	\$ 27.86 + Additional \$ 2.73*

Air Trac, Wagon, Quarry Bar	\$ 32.93 + Additional \$ 2.95*
Power Tool (Chipper & Jackhammer) ..	\$ 32.08 + Additional \$ 2.91*
Chuck Tender & Nipper	\$ 27.25 + Additional \$ 2.70*
Blaster.	\$ 37.36 + Additional \$ 3.14*
Blaster Hydraulic.	\$ 38.03 + Additional \$ 3.17*
Powder Carrier.	\$ 28.91 + Additional \$ 2.77*
Magazine Keeper.	\$ 16.07 + Additional \$ 2.21*

*Note: Additional amount to be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per Hour Paid: 07/01/2010

Magazine Keeper \$ 34.54

All Others \$ 34.59

OVERTIME PAY

Magazine Keeper See (B,H) on OVERTIME PAGE

ALL OTHERS SEE (D,E,Q) on OVERTIME PAGE.

HOLIDAY

HOLIDAY:

Paid: For Blaster See (5.6,11,13) on HOLIDAY PAGE.

FOR ALL OTHERS SEE (1) ON HOLIDAY PAGE.

Overtime: See (5.6,11,13) on HOLIDAY PAGE.

9-29

Laborer - Tunnel

08/01/2010

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

GROUP 6, Tunnel Workers* * (including Miners, Drill Runners, Iron Men, Maintenance Men, Inside Muck Lock Tender, Pumpmen, Electricians, Cement Finishers, Rod Men, Caulkers, Carpenters, Hydraulic Men, Shield Drivers, Monorail Operators, Motor Men, Conveyor Men, Safety Miners, Powder Carriers, Pan Men, Riggers, Miner's Helpers, Chuck Tenders, Track Men, Nippers, Brake Men, Form Workers, Concrete Workers, Tunnel Laborers, Caulker's Helpers), Hose Men, Grout Men, Gravel Men, Deraif Men and Cable Men.

GROUP 7: Top Nipper

GROUP 8,9: Outside Man Lock Tender, Outside Muck Lock Tender, Shaft Men, Gauge Tender and Signal Men.

GROUP 10: Powder Watchmen, Top Laborers and Changehouse Attendants.

WAGES (per hour)

07/01/2010

Laborer(Compressed Air):

GROUP 6	39.62
GROUP 7	38.89
GROUP 8,9	38.19
GROUP 10	33.01

SUPPLEMENTAL BENEFITS

SUPPLEMENTAL BENEFITS :

GROUP 6 \$37.21 per hour paid +
 0.63 per hour worked +
 3.00 per day

GROUP 7 \$36.55 per hour paid +
 0.63 per hour worked +
 3.00 per day

GROUP 8,9	\$35.85	per hour paid +
	0.63	per hour worked +
	3.00	per day
GROUP 10	\$34.05	per hour paid +
	0.63	per hour worked +
	3.00	per day

OVERTIME PAY

See (D, M, *R) on OVERTIME PAGE

NOTE: Time and one-half to be paid for all overtime repair-maintenance work on existing equipment and facilities.

* Straight time first 8 hours, double time after 8 hours.

HOLIDAY

Paid: See (5, 6, 9, 11, 12, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 9, 11, 12, 15, 25) on HOLIDAY PAGE

9-147Tnl/Comp Air

Mason

08/01/2010

JOB DESCRIPTION Mason

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour: 07/01/2010

Brick/Blocklayer \$ 50.75

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2010

Brick/Block Layer \$ 23.42

OVERTIME PAY

See (A, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(800 hour) Terms at the following Percentage of Journeyworkers Wage:

1st	2nd	3rd	4th	5th
50%	60%	70%	80%	90%

Supplemental Benefits per hour:

All Apprentices \$ 14.24

9-1Brk

Mason - Building

08/01/2010

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Building: 07/01/2010

Mosaic & Terrazzo Mechanic \$ 43.34 +Additional \$ 1.07*

Mosaic & Terrazzo Finisher \$ 41.85 +Additional \$ 1.05*

*Increase to be allocated at a later date

SUPPLEMENTAL BENEFITS

Journeyworker: \$ 28.06

OVERTIME PAY

See (A, E, Q, V) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

(750 Hour) terms at the following percentage of the Terrazzo Mechanic's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
1-	751-	1501-	2251-	3001-	3751-	4501-	5251-
750	1500	2250	3000	3750	4500	5250	6000
50%	55%	65%	70%	75%	85%	90%	95%

Supplemental benefits per hour paid:

(750 hour) terms at the following percentage of Terrazzo Mechanic's benefit.

1st	2nd	3rd	4th	5th	6th	7th	8th
1-	751-	1501-	2251-	3001-	3751-	4501-	5251-
750	1500	2250	3000	3750	4500	5250	6000
50%	55%	65%	70%	75%	85%	90%	95%

9-7/3

Mason - Building

08/01/2010

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2010

Building:

Tile Setters \$ 47.51

SUPPLEMENTAL BENEFITS

Journeyworker. \$ 25.40

OVERTIME PAY

See (A, E, Q, V) on OVERTIME PAGE

*Applicable to Shift Work ONLY

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 10, 11, 15, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

(750 hr) terms at the following wage rates

Term:	1st	2nd	3rd	4th	5th	6th	7th	8th	9th
Hours:	1-	751-	1501-	2251-	3001-	3751-	4501-	5251-	6001-
	750	1500	2250	3000	3750	4500	5250	6000	6750
Wages	\$23.91	26.53	30.18	31.60	34.09	35.69	40.79	45.71	47.10

Supplemental Benefits per hour paid:

Term:	1st	2nd	3rd	4th	5th	6th	7th	8th	9th
Hours:	1-	751-	1501-	2251-	3001-	3751-	4501-	5251-	6001-
	750	1500	2250	3000	3750	4500	5250	6000	6750
Supps.	\$12.55	13.57	13.57	15.79	16.95	18.99	21.18	23.55	25.81

Mason - Building

08/01/2010

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour	07/01/2010	
Building, Marble Restoration		
Marble, Stone, etc		
& Polisher	\$ 36.26	+Additional \$.63*
Marble, Stone, etc		
Finishers	\$ 19.31	+Additional \$.40*

*Increase to be allocated at a later date

SUPPLEMENTAL BENEFITS

Journeyworker:	07/01/2010	
Polisher	\$ 19.80	
Finisher	10.10	

OVERTIME PAY

See (A, E, Q, V) on OVERTIME PAGE

HOLIDAY

Paid: See (*5, 6, 11, 15) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 15) on HOLIDAY PAGE

* Journeymen receive 1/2 days pay for Labor Day, Cleaner, Maintenance and 1ST three terms of Apprentices see (5, 6, 11, 15) on HOLIDAY PAGE. All others See (1) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages:
 (per hour worked)

Polisher:
 900 hour terms at the following percentage of Journeyworkers wage.

Term:	1st	2nd	3rd	4th
Hours:	1-900	901-1800	1801-2700	2701-3600
	70%	80%	90%	100%

Finisher:
 750 hour terms at the following percentage of Journeyman's wage

Term:	1st	2nd	3rd	4th	5th	6th	7th
Hours:	1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250
	70%	74%	78%	82%	88%	96%	100%

Supplemental Benefits:

(per hour worked)
 Polisher: 01/01/2010
 Term wage % of \$6.50
 plus \$13.30

Finisher: \$ 10.10

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Westchester

PARTIAL COUNTIES

Bronx: Entire 5 Boroughs EXCEPT for projects that fall within a fifty-mile radius of Columbus Circle in New York City.
 Kings: Entire 5 Boroughs EXCEPT for projects that fall within a fifty-mile radius of Columbus Circle in New York City.
 New York: Entire 5 Boroughs EXCEPT for projects that fall within a fifty-mile radius of Columbus Circle in New York City.
 Queens: Entire 5 Boroughs EXCEPT for projects that fall within a fifty-mile radius of Columbus Circle in New York City.
 Richmond: Entire 5 Boroughs EXCEPT for projects that fall within a fifty-mile radius of Columbus Circle in New York City.

WAGES

Wages:

07/01/2010

Building:

Marble Cutters&Setters \$ 50.53 +Additional \$ 1.30*

*Increase to be allocated at a later date

SUPPLEMENTAL BENEFITS

Journeyworker: \$ 24.40 \$ 24.40

OVERTIME PAY

See (B, O, V) on OVERTIME PAGE

HOLIDAY

Paid: See (*5, 6, 8, 11, 15) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 15) on HOLIDAY PAGE

* Journeyworkers receive 1/2 days pay for Labor Day. Apprentices 1st three terms See (5, 6, 8, 11, 15) on HOLIDAY PAGE, plus any day following a Thursday or Sunday Holiday. All others See (1) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wage Per Hour:

750 hour terms at the following percentage of Journeyworkers wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
1-	751-	1501-	2251-	3001-	3751-	4501-	5251-
750	1500	2250	3000	3750	4500	5250	6000
50%	55%	65%	70%	75%	85%	90%	95%

Supplemental Benefits per hour paid:

750 hour terms at the following dollar amount

Apprentice: \$ 7.95 + term wage % of
 \$ 9.85

9-7/4

Mason - Building

08/01/2010

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2010 12/06/2010

Building:

Tile Finisher \$ 38.61 +Additional \$ 1.18*

*Increase to be allocated at a later date

SUPPLEMENTAL BENEFITS

Journeyworker \$ 21.65 \$ 21.65

OVERTIME PAY

See (A, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 10, 11, 15, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages:

(per hour paid)

(750 hour) terms at the following percentages of Journeyworkers wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	65%	70%	75%	85%	90%	95%

Supplemental Benefits.
 (per hour paid)

(750) hour terms at the following percentages of Journeyworkers wage:

Apprentices.

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	65%	70%	75%	85%	90%	95%

9-7/88-rt

Mason - Building / Heavy&Highway **08/01/2010**

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT 9**

ENTIRE COUNTIES
 Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
 Per hour: 07/01/2010

Marble-Finisher \$ 41.30 +Additional \$1.00*

*Increase to be allocated at a later date

SUPPLEMENTAL BENEFITS
 Journeyworker \$ 24.33

OVERTIME PAY
 See (C, O, V) on OVERTIME PAGE

HOLIDAY
 Paid: See (*2) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE

* 1/2 Day for Labor Day

REGISTERED APPRENTICES
 Wages:

750 hour terms at the following percentage of Journeyworkers wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
1-	751-	1501-	2251-	3001-	3751-	4501-	5251-
750	1500	2250	3000	3750	4500	5250	6000
50%	55%	65%	70%	75%	85%	90%	95%

Supplemental Benefits: 07/01/2010

1st-6th terms \$14.50 + term
 wage % of \$9.83

7th and 8th terms \$24.33

9-7/20-MR

Mason - Building / Heavy&Highway **08/01/2010**

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT 9**

ENTIRE COUNTIES
 Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
 NOTE: Shall include but not limited to Precast concrete slabs (London Walks)
 Marble and Granite pavers 2'x 2' or larger

Per Hour: 07/01/2010

Stone Setter \$ 57.36

Stone Tender \$ 39.04

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2010

Stone Setter \$ 24.96

Stone Tender \$ 16.01

OVERTIME PAY

See (*C, **E, Q) on OVERTIME PAGE

* On weekdays the eighth (8th) and ninth (9th) hours are time and one-half all work thereafter is paid at double the hourly rate.

** The first seven (7) hours on Saturday is paid at time and one-half all work thereafter is paid at double the hourly rate

HOLIDAY

Paid: See (8, 25) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Per Hour: 07/01/2010

Stone Setter(750 hour) terms at the following wage rate per hour:

1st term	2nd term	3rd term	4th term	5th term	6th term
\$28.77	\$32.15	\$36.58	\$41.02	\$45.45	\$49.89

Supplemental Benefits for all terms

07/01/2010

\$ 15.53

9-1Stn

Mason - Heavy&Highway

08/01/2010

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour: 07/01/2010

Cement Mason \$ 47.50

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2010

Cement Mason \$ 26.61

OVERTIME PAY

See (D, O, V) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 13, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following Percentage of Journeyworkers Wage.

1st Term	50%
2nd Term	60%
3rd Term	70%

Supplement Benefits per hour paid:

Apprentices:

1st term	\$ 17.25
2nd term	19.13
3rd term	20.99

9-780

Mason - Heavy&Highway

08/01/2010

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour. 07/01/2010

(MASON)

Pointer, Cleaner &
 Caulkers

\$ 43.20

SUPPLEMENTAL BENEFITS

Pointer, Cleaners &
 Caulkers

\$ 22.18

OVERTIME PAY

See (B, E2, H) on OVERTIME PAGE

HOLIDAY

Paid

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages:

(Per hour)

One (1) year terms at the following wage rates.

	1st	2nd	3rd	4th
07/01/2010	\$23.60	\$26.90	\$31.38	\$37.81

Apprentices Supplemental Benefits.
 (per hour paid)

	1st	2nd	3rd	4th
07/01/2010	\$ 3.25	\$ 7.26	\$ 10.51	\$ 10.51

9-1PCC

Operating Engineer - Building

08/01/2010

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

NOTE: For Building Construction Only/ All others refer to Heavy Highway

Wages.

(Per Hour) 07/01/2010

Building Constr:

Party Chief	\$ 52.47	+Additional \$ 2.60*
Instrument Man	41.11	+Additional \$ 2.22*
Rodman	27.12	+Additional \$ 1.76*

Steel Erection:

Party Chief	\$ 53.26	+Additional \$ 2.63*
Instrument Man	41.77	+Additional \$ 2.25*
Rodman	28.43	+Additional \$ 1.80*

*Increase to be allocated at a later date

Heavy Construction(
 Foundation, Excavation, etc)

Party Chief \$ 54.79
Instrument man 39.62
Rodman 34.11

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2010

All Categories \$ 21.95 +
3.61 (taxable)

OVERTIME PAY

See (A, B, *E, Q) on OVERTIME PAGE

* Doubletime paid on the 8th hour on Saturday.

Note: Overtime code "A" applies to Building Construction Category.

HOLIDAY

Paid: See (5, 6, 8, 11, 12, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 12, 25) on HOLIDAY PAGE

** Applies to Building Construction category

9-15Db

**Operating Engineer - Building, Maintenance, Steel Erection
& Heavy Construction**

08/01/2010

JOB DESCRIPTION Operating Engineer - Building, Maintenance, Steel Erection & Heavy Construction **DISTRICT 9**

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

STEEL ERECTION:

Group 1: Derrick, travelers, tower, crawler tower & climbing cranes

Group 2: Oiler (Truck Crane)

Group 3: Oiler (Crawler Crane)

BUILDING CONSTRUCTION:

Group 1: Installing, repairing, maintaining, dismantling of all equipment including Steel cutting & bending machines, mechanical heaters, mine hoists, climbing cranes, tower cranes, Linden Peine, Lorain, Liebherr, Mannes and machines of a similar nature, Well Point system, Deep Well pumps, Concrete mixers with loading devices, Concrete plants, motor generators (When used for temporary power and lights) (Driving maintenance trucks and mounted-welded machines)-All Pumps(excluding River Cofferdam Pumps and Well Point Pumps), Motorized Concrete Buggies(When three or more are on jobsite), Skid-Steer and similar machines

Group 2: Maintenance of Pumps, Generators, Mixers, Heaters

Group 3: Oilers of all gasoline, electric, diesel or air operated Gradalls, Concrete Pumps, Overhead Cranes in Power Houses, Assist in oiling, greasing and repairing of all machines, including Driving Truck Cranes, Driving and operating Fuel and Grease Trucks, Cherry Pickers(Hydraulic Cranes) over 70,000 GVW and machines of a similar nature

Group 4: Oiler on Crawler Cranes, Backhoes, Trenching Machines, Gunite Machines, Compressors(3 or more in battery)

Group 5: Master Mechanic

HEAVY CONSTRUCTION (Excavation, Foundations, etc)

Group 1: Maintenance of Generators, Light Towers

Group 2: Maintenance of Pumps, Mixers including mudsucking

Group 3: Base Mounted Tower Cranes

Group 4: Installing, repairing, maintaining, dismantling (of all equipment including Steel cutting & Bending machines, Fusion Coupling Machines, Vermeer Trenching machines, on-site crushing plant, mechanical heaters (1 through 7), Mine hoists, Tower Cranes, Linden Peine, Lorrain Lebherr, Mannes or machines of a similar nature, Wellpoints)-Driving maintenance trucks and truck mounted welding machines, burning, welding-operating of accumulator for shield-driven tunnels, in addition to the performance of other duties: Handling, installation, jointing, coupling of all permanent steel and plastic pipe. RIDE UPON MOLES-tunnel boring machines-MICRO TUNNELING SYSTEMS. All temporary pipefitting. When three or more motorized concrete buggies (Ride type) are utilized on the jobsite they shall be serviced, maintained and repaired by the maintenance engineer. The Operating Engineer on autogrades (C.M I) is to be assisted by the maintenance engineer who shall in addition perform other duties.

WAGES:

Per hour 07/01/2010

Steel Erection:

Group 1	\$ 51.89	+Additional \$2.63
Group 2	48.69	+Additional 2.52
Group 3	37.56	+Additional 2.15

Building Construction:

Group 1	49.52	+Additional 2.55
Group 2	38.93	+Additional 2.19
Group 3	47.17	+Additional 2.47
Group 4	35.55	+Additional 2.08
Group 5	49.52	+Additional 2.08 +\$6.50 per day

Heavy Construction:

Group 1	34.44
Group 2	35.29
Group 3	67.36
Group 4	51.55

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2010

All Classifications \$ 22.90 +
3.99 (taxable)

Premium Time \$ 40.15 +
7.98 (taxable)

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE
 Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages Per Hour:

(1) year terms at the following wage rates:

Apprentices	1st	2nd	3rd	4th.
07/01/2010	\$22.81	\$28.51	\$34.21	\$39.91

Supplemental Benefits:

Per Hour

All Apprentices: \$ 13.35 +
5.85 (taxable)

Premium Time \$ 21.25 +
11.70 (taxable)

9-15Ab

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

EQUIPMENT COVERED: Jet-Rodder/Vacuum Truck, Flusher, Sewer Rodder, Stetco Hoist and similar, Sewer Winch/Tugger Hoist and similar, Vacall/Vactor, Closed Circuit Television Inspection Equipment, Chemical Grouting Equipment and similar, John Beame, Meyers and similar.

Per Hour: 07/01/2010
 Maintenance Engineer (Sewer Systems) \$ 51.55

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2010
 All Classifications \$ 26.89
 Premium Time \$ 48.13

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE
 Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES

Per Hour.

(1) year terms at the following wage rates

Apprentices:	1st	2nd	3rd	4th
	\$19.68	\$24.60	\$27.06	\$29.52
Supplemental Benefits:				
Per Hour:				
Apprentices:	\$ 16.60			
Premium Time	\$ 27.53			

9-15Sewer

Operating Engineer - Building & Steel Erection

08/01/2010

JOB DESCRIPTION Operating Engineer - Building & Steel Erection

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour: 07/01/2010

Building Construction & Steel Erection.

STEEL ERECTION:

Three Drum Derricks	\$ 62.92
Cranes, Two Drum Derricks, Hydraulic Cranes & Fork Lifts, Boom Trucks	60.37
Compressors, Welding Machines, Bridge Inspection Machines, (Moog and machines of a similar nature)	35.03

Compressors(Not combined with
 welding machines) 33.28

BUILDING CONSTRUCTION:

Cranes, Stone Derrick, Boom Trucks,
 Hydraulic Cranes 60.04

Double Drum 56.58

4 Pole Hoists and Single Drum Hoists 54.58

Fork Lifts, Plaster(Platform Machine)
 Plaster Bucket, Concrete Pumps and all
 other equipment used for hoisting 49.47

House Cars and Rack & Pinion 49.47

Erecting and dismantling of Cranes 55.18

Compressors, Welding Machines(Cutting
 Concrete-Tank Work),Paint Spraying,
 Sand Blasting,Pumps(With the exclusion
 of concrete pumps),House Car
 (Settlement basis only),
 All Engines
 irrespective of power(Power-Vac)
 used to drive auxiliary
 equipment
 Air, Hydraulic,etc.,Boilers,
 Jacking System 36.56

APPLICABLE TO ALL CATEGORIES:
CRANES: Crawler Or Truck

	In Addition To Above Crane Rates
100' to 149' Boom	\$1.75/hr
150' to 249' "	2.00/hr
250' to 349' "	2.25/hr
350' to 450' "	2.75/hr
Tower Crane	2.00/hr

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2010

All Operator
 Classes \$ 28.95 (\$5.85 Taxable)

Premium Time \$ 52.45 (\$11.70 Taxable)

OVERTIME PAY

See (*C, **D, O) on OVERTIME PAGE

*Note: Applies to Building Construction category

**Note: Applies to Steel Erection

HOLIDAY

Paid: See (5, 6, 7, 8, 11, 12, 16) on HOLIDAY PAGE

Overtime: See (5, 6, 7, 8, 11, 12, 16) on HOLIDAY PAGE

Note:

Codes 8 and 12 apply ONLY to Steel Erection

Code 16 applies ONLY to Building Construction

REGISTERED APPRENTICES

Per Hour:

(1) year terms at the following rates:

Apprentices:	1st	2nd	3rd
--------------	-----	-----	-----

07/01/2009 \$ 22.81 28.51 34.21

Supplemental Benefits:
Per Hour.

Straight Time \$ 19.20 (\$5.85 Taxable)

Premium Time \$ 32.95 (\$11.70 Taxable)

9-14 B&S

Operating Engineer - Heavy Construction

08/01/2010

JOB DESCRIPTION Operating Engineer - Heavy Construction

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour:

Group 1: Tower Crane/Climbing Crane

Group 2: Backhoes (Including all track and rubber tire backhoes over 37,000 lbs), Power Shovels, Steel Erection:Hydraulic Clam Shells,Moles and machines of a similar nature

Group 3: Mine Hoists, Cranes, etc. used as Mine Hoists

Group 4: Gradalls, Keystones, Cranes (With digging buckets), Bridge Cranes, Trenching Machines, Vermeer Cutter and machines of a similar nature

Group 5: Pile Drivers and Rigs (Employing Dock-Builders Foreman), Derrick Boats, Tunnel Shovels.

Group 6: All Drills and machines of a similar nature

Group 7: Back-Filling Machines and Cranes, Mucking Machines, Dual Drum Pavers

Group 8: Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power House (Low pressure units)

Group 9: Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoists, Power Houses (Other than above)

Group 10: Concrete Mixer

Group 11: Elevators

Group 12: Concrete Breaking Machines, Single Drum Hoists, Load Masters, Locomotives and Dinkies (Over 10 tons), Hydraulic Crane-Second Engineer

Group 13: On-Site Concrete Plant Engineers, On-Site Asphalt Plant Engineer and Vibratory Console

Group 14: Barrier Mover, Barrier Transport and machines of a similar nature

Group 15: Compressors (Portable, 3 or more), Truck Compressor (Engineer Driver), Tugger Machines, Well Point Pumps, Chum Drill

Group 16: Boilers(High pressure),Compressors, Pumps(River Colferdam) and Welding Machines(except where arc is operated by another Operating Engineer) Push Button Machines, All Engines,irrespective of power(Power Pac) used to drive auxiliary equipment, Air, Hydraulic, etc

Group 17: Utility-Horizontal Boring Rig

Group 18: Utility Compressors

Group 19: Paving-Asphalt Spreader, Autogrades (C M f), Roto-Mill

Group 20: Paving-Asphalt Roller

Group 21: Paving-Asphalt Plant

Group 22: Master Mechanics

Group 23 Cherry Picker (Over 20 tons), Loader (Over 6 yards)

Group 24: Backhoes and Loaders (Up to 37,000lbs), Bulldozers, Scrapers, Turn-A-Pulls, Tugger Hoists, Tractors, Hysters, Roostabout Cranes, Conveyers, Balast Regulators (Ride On), Track Removal Machine or similar, Motor Graders, Locomotives (10 tons and under), Curb & Gutter Pavers and machines of a similar nature

Group 25: Post Hole Digger, Ditch Winch, Road Finishing Machines, Rollers (5 tons and under, Dual Purpose Trucks, Forklifts, Dempsey Dumpsters, Fireman

Group 26: Oiler (Gradalls, Concrete Pumps, Cold Planers Grader)

Group 27: Oiler (Crawler Cranes, Backhoes, Trenching Machines, Compressors (3 or more in battery)

WAGES (per hour)

07/01/2010

Group 1	\$ 70.63	
Group 2	57.77	
Group 3	59.69	
Group 4	58.22	
Group 5	57.02	
Group 6	54.64	
Group 7	55.69	
Group 8	54.03	
Group 9	52.81	
Group 10	50.40	
Group 11	46.89	
Group 12	47.97	
Group 13	48.40	
Group 14	43.11	
Group 15	35.82	
Group 16	33.07	
Group 17	51.24	
Group 18	32.85	
Group 19	54.03	
Group 20	52.55	
Group 21	44.04	
Group 22	57.02	Plus \$65.00 per week
Group 23	53.35	
Group 24	51.78	
Group 25	49.20	
Group 26	46.60	
Group 27	32.59	

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2010

Groups 1-22	Regular Time	\$ 28.95	(\$5.85 Taxable)
	Premium Time	\$52.45	(\$11.70 Taxable)
Groups 23-27	Regular Time	\$ 26.89	(\$3.99 Taxable)
	Premium Time	\$ 48.13	(\$7.98 Taxable)

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE
 Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES

Per Hour:

(1) year terms at the following wage rates.

Apprentices:	1st	2nd	3rd	4th
07/01/2010	\$ 18.17	\$ 22.71	\$ 24.98	\$ 27.25

Supplemental Benefits:
 Per Hour:

Apprentices: Groups 1-22	Regular Time	\$ 19.20	(\$5.85 Taxable)
	Premium Time	\$ 32.95	(\$11.70 Taxable)
Groups 23-27	Regular Time	\$ 16.64	(\$3.99 Taxable)
	Premium Time	\$ 27.63	(\$7.98 Taxable)

9-14 HC

Operating Engineer - Marine Construction

08/01/2010

JOB DESCRIPTION Operating Engineer - Marine Construction

DISTRICT 4

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per Hour:

DREDGING OPERATIONS	07/01/2010
CLASS A Operator, Leverman, Lead Dredgeman	\$ 32.89
CLASS A1 Dozer, Front Loader Operator	To Conform to Operating Engineer Prevailing Wage in Locality where Work is being Performed including Benefits.
CLASS B Spider/Spill Barge Operator, Tug Operator(over 1000hp), OperatorII, Fill Placer, Derrick Operator, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer	\$ 28.49
Certified Welder, Boat Operator(licensed)	\$ 26.84
CLASS C Drag Barge Operator, Steward, Mate, Assistant Fill Placer, Welder (please add)	\$ 26.14 \$ 0.06
Boat Operator	\$ 25.29

CLASS D	
Shoreman, Deckhand,	\$ 21.09
Rodman, Scowman, Cook,	
Messman, Porter/Janitor	
Oiler(please add)	\$ 0.09

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

	07/01/2010
All Classes A & B	\$ 8.05 plus
	7% of straight
	time wage
(overtime hours add)	\$ 0.63
All Class C	\$ 7.75 plus
	7% of straight
	time wage
(overtime hours add)	\$ 0.48
All Class D	\$ 7.45 plus
	7% of straight
	time wage
(overtime hours add)	\$ 0.23

OVERTIME PAY
 See (B, F, R) on OVERTIME PAGE

HOLIDAY
 Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarConst

Painter **08/01/2010**

JOB DESCRIPTION Painter **DISTRICT 9**

ENTIRE COUNTIES
 Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

WAGES
 (Per hour) 07/01/2010

Brush / Taper	\$ 36.50
Spray & Scaffold	39.50
Fire Escape	39.50
Decorator	39.50
Paperhanger/Wall Coverer	37.50

SUPPLEMENTAL BENEFITS
 (per hour worked) 07/01/2010

Paperhanger	\$ 28.25
All others	23.14

OVERTIME PAY
 See (A, H) on OVERTIME PAGE

HOLIDAY
 Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
 Indentured after 5/31/93 (1) year terms at the following wage rate
 (per hour)

Appr 1st term...	\$ 13.25
Appr 2nd term...	18.25
Appr 3rd term...	21.90
Appr 4th term...	29.20
Supplemental benefits:	
(per Hour worked)	
Appr 1st term...	\$10.57
Appr 2nd term...	14.11
Appr 3rd term...	17.00
Appr 4th term...	22.34

9-NYDC9-B/S

Painter **08/01/2010**

JOB DESCRIPTION Painter **DISTRICT 9**

ENTIRE COUNTIES
 Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2010 07/01/2011

Drywall Taper \$ 41.32 \$ 42.82

SUPPLEMENTAL BENEFITS

Per Hour:
 Journeyworker: \$ 21.73 \$ 22.90

OVERTIME PAY
 See (A, H) on OVERTIME PAGE

HOLIDAY
 Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 10, 11, 18, 19) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour.
 One (1) year terms at the following percentages of journeyworker rate

	07/01/2010	07/01/2011
1st term	40%	40%
2nd term	60%	60%
3rd term	80%	80%

Supplemental Benefits per hour paid.

One (1) year term at the following dollar amount

1st term	\$ 9.59
2nd term	\$ 15.64
3rd term	\$ 18.37

9-1974-DWT

Painter - Bridge & Structural Steel **08/01/2010**

JOB DESCRIPTION Painter - Bridge & Structural Steel **DISTRICT 9**

ENTIRE COUNTIES
 Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

(Per Hour Worked) 07/01/2010 10/01/2010

STEEL:

Bridge Painting	\$ 45.50	\$ 46.25
Power Tool/Spray	\$ 51.50	\$ 52.25

Shift Work Where project specifications and/or contract provide for night work outside the regular hours of work, and said night work is performed on a second shift, which is separate from the first crew, the night shift employees shall be paid an additional 10% of the regular wage up to seven (7) hours, after which they shall be paid at time and one half the regular wage. If only a night shift is employed, the employees shall be paid at time and one half.

Note: For Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

SUPPLEMENTAL BENEFITS

Per Hour Worked:

	07/01/2010	10/01/2010
Journeyworker	\$ 29.90* \$ 29.90**	\$ 31.04* \$ 31.04**
Hourly Rate after 40 hours from May 1st to Nov. 15th	\$6.00 only	\$6.75 only
Hourly Rate after 50 hours from Nov. 16th to April 30th	\$6.00 only	\$6.75 only

*For the period of May 1st to November 15th.

This rate shall be paid up to maximum of forty (40) hours worked per week. For all hours exceeding 40, the hourly rate shall drop to the hourly rate shown above by date.

EXCEPT for the first and last week of employment on the project, and for the weeks of Memorial Day, Independence Day and Labor Day, this rate shall be paid for the actual number of hours worked.

**For the period of November 16th to April 30th:

This rate shall be paid up to a maximum of fifty (50) hours worked per week. For all hours exceeding 50, the hourly rate shall drop to the hourly rate shown above by date.

OVERTIME PAY

See (A, F, R) on OVERTIME PAGE

*Note: When calculating overtime pay for the Power Tool/ Spray classification, add Six dollars to the hourly overtime rate calculated for the "Bridge Painting" classification.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (4, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

(wage per hour Worked).

(1) year terms at the following percentage of Journeyworkers wage.

Apprentices:	1st	2nd	3rd
07/01/2010	40%	60%	80%

Supplemental Benefits.

1st Term: Same as Journeyman excluding the additional \$5.00 per hour paid

2nd and 3rd term: Same as Journeyman

9-DC-9/806/155-BrSS

Painter - Line Striping

08/01/2010

JOB DESCRIPTION Painter - Line Striping

DISTRICT 9

ENTIRE COUNTIES

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per hour:

Painter (Striping-Highway): 07/01/2010

Striping-Machine Operator* \$ 25.53
Linerman Thermoplastic \$ 30.79

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety

SUPPLEMENTAL BENEFITS

Per hour paid: 07/01/2010
Journeyworker: \$ 9.97 + 7% of wage

OVERTIME PAY

See (B, E, P, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 20) on HOLIDAY PAGE
Overtime: See (5, 8, 11, 12, 15, 16, 17, 20, 21, 22) on HOLIDAY PAGE

9-8A/28A-LS

Painter - Metal Polisher

08/01/2010

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 9

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

07/01/2010

Metal Polisher \$ 25.60*

*Note: All workers shall be paid an additional premium in an amount equal to twenty (20%) percent of their basic straight time rate of pay for all time worked on hanging scaffolds and on standing scaffolds while working more than 34 feet off the ground. Such premium are to be paid on top of their straight time or overtime, whichever is applicable. This also applies to employees erecting scaffolding.

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2010

Journeyworker: \$ 11.12

OVERTIME PAY

See (B, E, Q, T) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

55% of Basic Polisher Rate

9-8A/28A-MP

Plasterer

08/01/2010

JOB DESCRIPTION Plasterer

DISTRICT 9

ENTIRE COUNTIES

Kings, Nassau, Queens, Suffolk

PARTIAL COUNTIES

New York Includes work in all Islands in New York City, except Manhattan

WAGES

Per hour:

07/01/2010

Building:
Plasterer/Traditional \$ 35.53

SUPPLEMENTAL BENEFITS

Per hour worked:
Journeyworker \$ 21.80

Page 142

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 11, 13, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages:
 (per hour)

(1) year terms at the following % Journeyworkers wage rate.

First year:	1st 6 months	2nd 6 months
	40%	45%
Second year:	1st 6 months	2nd 6 months
	55%	60%
Third year:	1st 6 months	2nd 6 months
	70%	75%

Supplemental Benefits.

(per hour paid).

(1) year term broken down into six month periods:

1st year:

1st six months	\$ 8.37
2nd six months	9.35
3rd six months	11.35
4th six months	12.33
5th six months	14.33
6th six months	15.33

9-530-Z1

Plasterer

08/01/2010

JOB DESCRIPTION Plasterer

DISTRICT 9

ENTIRE COUNTIES

Bronx, New York, Richmond

WAGES

Per hour:

07/01/2010

Building:

Plasterer/Traditional

\$ 35.53

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyworker

\$ 25.19

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 11, 13, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages:
 (per hour paid):

(1) year terms at the following percentage of Journeyworkers wage.

First year:	1st 6 months	2nd 6 months
	40%	45%
Second year:	1st 6 months	2nd 6 months
	55%	60%

Third year	1st 6 months 70%	2nd 6 months 75%
Supplemental Benefits. (per hour paid). (1) year term broken down into six months period.		
First year:		
1st six months	\$ 9.35	
2nd six months	\$10.58	
Second year:		
1st six months	\$12.58	
2nd six months	\$13.59	
Third year:		
1st six months	\$15.61	
2nd six months	\$16.64	

9-530-Z2

Plumber **08/01/2010**

JOB DESCRIPTION Plumber

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour worked: 07/01/2010

Plumber	\$ 51.36
Residential**	\$ 36.26
Repairs & Alterations*	\$ 30.40

*Repair & alteration work is any repair and/or replacement of present plumbing system that does not change existing roughing or water supply lines

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

THERE ARE NO HELPERS UNDER THIS CLASSIFICATION; WHEN USING APPRENTICES, MUST FOLLOW RATIO FOR PLUMBERS

On tower work, bridges, elevated highway, or buildings, where pipe is being installed, fifty (50) or more feet vertically in a free drop from its base,
 an additional \$1.00 per hour.

SHIFT WORK:

Shift work, when directly specified in public agency or authority contract documents, and continues for a period of not less than ten (10) consecutive work days. A shift shall consist of seven (7) hours with one-half (1/2) hour for lunch after the first four (4) hours of each shift. A premium of thirty percent (30%) for wages and supplemental benefits on shift work performed Monday through Friday on the 4 P.M. and midnight shifts.

For shift work performed on weekends the shift premium shall be fifty percent (50%) of wages and supplemental benefits.

For shift work performed on holidays designated below, double time wages and supplemental benefits shall be paid. Also noted that the normal workday Monday through Friday 8:00 A.M. to 3:00 P.M. is not considered shift work, and therefore not subject to shift premium.

SUPPLEMENTAL BENEFITS

Per hour worked, 07/01/2010

Straight Time

Plumber: Journeyworker	\$ 30.74
Repairs & Alterations	\$ 13.04
Residential	\$ 21.02

Premium Time:

Plumber: Journeyworker	\$ 60.18
Repairs & Alterations	\$ 25.60

Residential \$ 41.76

OVERTIME PAY

OVERTIME:
 Plumber..... See (C, O, V) on OVERTIME PAGE.
 Repairs & Alterations..See (B, H) on OVERTIME PAGE.

HOLIDAY

HOLIDAY:
 Plumber..... Paid: See (1) on HOLIDAY PAGE.
 Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE.
 Plumber-Repairs &
 Alterations..Paid: See (1) on HOLIDAY PAGE.
 Overtime: See (5, 6, 25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages.
 (Per Hour)
 (1/2) year terms at the following wage:

*Apprentices:	1st&2nd	3rd&4th	5th&6th	7th&8th	9th	10th
07/01/2009	\$14.00	\$17.51	\$19.61	\$22.46	\$23.86	\$35.93

Supplemental Benefits per hour paid:
 (1/2) year term at the following dollar amount:

07/01/2009	1st	2nd	3rd-10th
	\$.33	\$ 2.58	\$ 12.12

*Note. The Repairs & Alterations Category has NO Apprentices

9-1

Roofer

08/01/2010

JOB DESCRIPTION Roofer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Dutchess, Kings, New York, Orange, Putnam, Queens, Richmond, Rockland, Sullivan, Ulster, Westchester

WAGES

Per Hour: 07/01/2010

Roofer/Waterproofers \$ 37.50

SUPPLEMENTAL BENEFITS

Journeyworker \$ 27.37

OVERTIME PAY

See (B, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 13, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following percentage of Journeyworkers hourly wage

1st	2nd	3rd	4th
35%	50%	60%	75%

Supplemental Benefits:
 Per hour paid at the following term percentage of Journeyworkers.

Apprentice. 1st 2nd 3rd 4th

\$3.87 \$13.86 \$16.50 \$20.50

9-8R

Sheetmetal Worker

08/01/2010

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per Hour: 07/01/2010

SIGN ERECTOR \$39.70

*NOTE: Overhead Highway Signs and Structurally Supported Signs
 (See IRON WORKER CLASS)

SUPPLEMENTAL BENEFITS

PER HOUR 07/01/2010

\$26.27

OVERTIME PAY

See (A, F, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 11, 12, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour: 07/01/2010

Half (1/2) year terms at the following rate(s):

1st	2nd	3rd	4th	5th
35%	40%	45%	50%	55%
6th	7th	8th	9th	10th
60%	65%	70%	75%	80%

Supplemental Benefits per hour paid:

Half (1/2) year terms at the following dollar amount

07/01/2010

1st	\$7.21
2nd	\$8.17
3rd	\$9.14
4th	\$10.10
5th	\$13.58
6th	\$15.41
7th	\$16.65
8th	\$17.92
9th	\$19.59
10th	\$21.19

9-137-SE

Sheetmetal Worker

08/01/2010

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour: 07/01/2010

Sheetmetal Worker \$ 45.40

For Temporary Operation or
Maintenance of Fans is 80% of Above Wage Rate

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2010

Sheetmetal Worker \$ 36.07

OVERTIME PAY

See (A, O) on OVERTIME PAGE

For Fan Maintenance See Codes B & O

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Per Hour:

(1/2) Year Terms at the following percentage of journeyman's hourly wage:

1st	2nd	3rd	4th
30%	35%	40%	45%
5th	6th	7th	8th
50%	55%	60%	70%

Supplemental Benefits per hour:

1st Term	\$ 16.63
2nd Term	18.28
3rd Term	19.90
4th Term	21.52
5th Term	21.52
6th Term	23.02
7th Term	24.97
8th Term	28.74

4-28

Steamfitter

08/01/2010

JOB DESCRIPTION Steamfitter

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour: 07/01/2010

Steamfitter/Maintenance & AC Service Work \$ 34.55
*Additional \$ 1.00

Refrigeration, A/C, Oil Burner and Stoker Service and Repair.
Refrigeration Compressor installation up to 5hp (combined)
Air Condition / Heating Compressor installation up to 10hp (combined)

*Increase to be allocated at a later date

SUPPLEMENTAL BENEFITS

Per Hour

Steamfitter/Maintenance & AC Service Work \$ 10 52

OVERTIME PAY

OVERTIME:.....See (B, E, Q*, S**) on OVERTIME PAGE

HOLIDAY

HOLIDAY:

Paid:.....See (2, 6, 9, 10, 11, 15, 17, 26, Memorial Day) on HOLIDAY PAGE.

Overtime: .. * (2, 6, 9, 15, 17)

** (10, 11, 26, Memorial Day)

9-638B-StmFtrRef

Steamfitter

08/01/2010

JOB DESCRIPTION Steamfitter

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour 07/01/2010

Steam Fitter \$ 48 90 *Additional \$ 2 50/Hr

Sprinkler Fitter 48.90 *Additional \$ 2.50/Hr

For Work on Temporary Heat & Air Conditioning \$ 37 16 *Additional \$ 2.50/Hr

*Increase to be allocated at a later date

SUPPLEMENTAL BENEFITS

Per Hour

Steamfitter \$ 41.56
 Sprinkler Fitter 41 56

(For Work on Temporary Heat & Air conditioning) \$ 33 47

OVERTIME PAY

See (C, *D, O, V) on OVERTIME PAGE

(*D) ON ALL HVAC AND MECHANICAL CONTRACTS THAT DO NOT EXCEED \$15,000,000.00

and ON ALL FIRE PROTECTION/SPRINKLER CONTRACTS THAT DO NOT EXCEED \$ 1,500,00.00

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime

See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour worked:

(1) year terms at the following percentage of Journeyworkers wage.

Apprentices:	1st	2nd	3rd	4th	5th
	40%	50%	65%	80%	85%

Supplemental Benefits:

(1) year term at the following dollar amounts:

Apprentices:	1st	2nd	3rd	4th	5th
--------------	-----	-----	-----	-----	-----

07/01/2010	\$17.17	\$21.24	\$27.34	\$33.43	\$35.47	9-638A-StmSpFir
------------	---------	---------	---------	---------	---------	-----------------

Survey Crew Consulting **08/01/2010**

JOB DESCRIPTION Survey Crew Consulting **DISTRICT 9**

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

PARTIAL COUNTIES
Dutchess: Only the portion south of the north city line in Poughkeepsie.

WAGES
Feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer agreement.
Categories cover GPS & underground surveying.

WAGES: (per hour)

Survey Rates	07/01/2010
Party Chief	\$ 33.70
Instrument Man	\$ 28.38
Rodman	\$ 25.02

SUPPLEMENTAL BENEFITS

Per Hour	07/01/2010
All Crew Members	\$ 11.70

OVERTIME PAY
OVERTIME:.... See (B, E*, Q, V) ON OVERTIME PAGE.
*Doubletime paid on the 9th hour on Saturday.

HOLIDAY
Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

9-15dconsult

Teamster - Building **08/01/2010**

JOB DESCRIPTION Teamster - Building **DISTRICT 4**

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour	07/01/2010
Truck Driver (Building Demolition & Debris)	
Trailers	\$ 29.85
Straight Jobs	29.55

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2010
All Classifications	\$ 24.35

OVERTIME PAY
See (B, L, S, S1) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 7, 8, 11, 12, 26) on HOLIDAY PAGE

4-282

Teamster - Heavy&Highway **08/01/2010**

JOB DESCRIPTION Teamster - Heavy&Highway **DISTRICT 4**

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour: 07/01/2010

Truck Driver/Chauffer (Debris Removal)

Trailers \$ 29.85

Straight Jobs \$ 29.55

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2010

All Classifications \$ 24.35

OVERTIME PAY

See (B, L, S, S1) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 7, 8, 11, 12, 26) on HOLIDAY PAGE

4-282

Welder

08/01/2010

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per hour 07/01/2010

Welder (To be paid the same rate of the mechanic performing the work)

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

- (A) Time and one half of the hourly rate after 7 hours per day
- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday Double the hourly rate all additional Saturday hours
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays
- (S) Two and one half times the hourly rate for Holidays, if worked
- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours
- (T) Triple the hourly rate for Holidays, if worked

-
- (U) Four times the hourly rate for Holidays, if worked
 - (V) Including benefits at SAME PREMIUM as shown for overtime
 - (W) Time and one half for benefits on all overtime hours

NOTE: BENEFITS are PER HOUR WORKED, for each hour worked, unless otherwise noted

Holiday Codes

PAID Holidays.

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None
- (2) Labor Day
- (3) Memorial Day and Labor Day
- (4) Memorial Day and July 4th
- (5) Memorial Day, July 4th, and Labor Day
- (6) New Year's, Thanksgiving, and Christmas
- (7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- (8) Good Friday
- (9) Lincoln's Birthday
- (10) Washington's Birthday
- (11) Columbus Day
- (12) Election Day
- (13) Presidential Election Day
- (14) 1/2 Day on Presidential Election Day
- (15) Veterans Day
- (16) Day after Thanksgiving
- (17) July 4th
- (18) 1/2 Day before Christmas
- (19) 1/2 Day before New Years
- (20) Thanksgiving
- (21) New Year's Day
- (22) Christmas
- (23) Day before Christmas
- (24) Day before New Year's
- (25) Presidents' Day
- (26) Martin Luther King, Jr. Day
- (27) Memorial Day

**NOTIFICATION
OF
MINORITY BUSINESS ENTERPRISES
AND
WOMEN'S BUSINESS ENTERPRISES
ON-LINE DIRECTORY
AND
FORMS**

The Port Authority has a long-standing practice of making its contract available to as many firms as possible and has taken affirmative steps to encourage Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) to seek business opportunities with it. The Port Authority's on-line Directory of Qualified MBE/WBEs lists the firms that are registered to assist Contractors in meeting and exceeding their Good Faith Goals.

The MBE/WBE Directory specifies the firms the Authority has determined to be (1) MBEs/WBEs and (2) experienced in performing work in the trades and contract dollar ranges indicated.

Contractors are provided with an interactive directory and the ability to view and print a current listing of M/WBE contractors. Information may be selected and sorted according to categories, state, dollar range, and type (MBE, WBE, DBE, and SBE).

To view the directory, type in www.panynj.gov/business-opportunities/mwsbe-search.cfm. For further information about MWBE Qualified Vendors, contact the Office of Business and Job Opportunity at (212) 435-7802.

THE PORT AUTHORITY OF NY & NJ

Certification Application for the Minority and Women-owned
Business Enterprise Program

PLEASE PRINT OR TYPE CLEARLY

General Instructions:

- DO NOT LEAVE ANY SPACES BLANK ON THE APPLICATION - if a question is not applicable to your business insert "N/A" in the space provided for your answer
- Whenever the space is insufficient to answer the questions completely, attach additional sheets as necessary. Use the question number to identify any answer continued on an additional sheet
- For questions, call the Certification Helpline at 212-435-7808 or E-mail objocert@panynj.gov.
- Once you have completed the application, please return it and all required documentation to:

The Port Authority of NY & NJ
Office of Business & Job Opportunity - Certification Unit
233 Park Avenue South, 4th floor
New York, NY 10003

SECTION I: MAIN COMPANY INFORMATION

1. Business Name

 Legal name of company applying to be certified

2. D.B.A.

 "Doing Business As" - Complete if company does business under a name which is different from its legal name.

3. Business Address (must represent a physical location; cannot be a Post Office Box)

 Street Address

Suite / Apt / Room / Unit

 City

State

Zip/Zip+4

 County

4. Business Mailing Address (complete only if different from the address given in Question 3)

 Street Address

Suite / Apt / Room / Unit

 City

State

Zip/Zip+4

5. Business Phone

()

5a. Business Fax

()

6. Business Website

7. Your E-mail Address

7a. Your Cell Phone Number

()

8. Federal EIN or SSN

9. Name/title of an authorized representative to contact during the application review process:

Mr./Miss/Mrs./Ms.	First Name	Last Name
Title	Phone Ext.	E-Mail Address

10. This company is applying for certification as ("X"all that apply)

Minority-owned Business Enterprise (MBE)

Women-owned Business Enterprise (WBE)

Refer to page _____ of the Application Guidelines to determine the appropriate designation for your company.

11. Are you currently involved in the bidding process or other contract/purchase order negotiations with the Port Authority or Port Authority tenants?

Yes _____ No _____

If "Yes", identify the department within the Port Authority and/or name of tenant and contact name

12. Has your company ever applied for certification as an M/W/SBE, or a DBE (whether SBA 8(a), Transportation, or other) with another governmental agency, department, or authority?

Yes _____ No _____

If "Yes", provide the following details

Name of Governmental Entity	Program (MBE, WBE, SBE, DBE)	Status (Pending, Certified, Decertified, Denied, Rejected, Revoked, On Appeal)	Date (mm/yy)

13. How did you first hear about The Port Authority of NY & NJ's M/W/DBE Certification program(s)? (please choose only one)

Letter/Call/E-mail

Port Authority Web site

Event

Please specify name or sponsor of event and date

Other

Please specify what and when

SECTION II: COMPANY OWNERSHIP

14. Business Structure

- | | | | |
|---------------------------------|--------------------------|---------------------------------|--------------------------|
| Sole Proprietorship | <input type="checkbox"/> | Partnership (including LLP) | <input type="checkbox"/> |
| Limited Liability Company (LLC) | <input type="checkbox"/> | Corporation (including S-Corp.) | <input type="checkbox"/> |

15. Date company was established _____ / _____ / _____

16. Has the business existed under a different type of business structure prior to the Date Established indicated in question 16

Yes _____ No _____

If "Yes", please provide copy of original Business Certificate

17. Has your Certificate of Incorporation, Business Certificate, or Certificate of Trade Name been amended?

Yes _____ No _____

If "Yes", please provide copy of amended Business Certificate

18. Method of Business Origination or Acquisition (check all applicable)

- | | | | |
|--------------------------|--------------------------|--------------------|--------------------------|
| Started New Business | <input type="checkbox"/> | Secured Franchise | <input type="checkbox"/> |
| Bought Existing Business | <input type="checkbox"/> | Secured Concession | <input type="checkbox"/> |
| Merger or Consolidation | <input type="checkbox"/> | Inherited Business | <input type="checkbox"/> |
| Other | <input type="checkbox"/> | _____ | |

19. Date of origination (or acquisition, if later) _____ / _____ / _____

For the remaining questions in Section II which ask for ethnic identification of owners, shareholders, officers, board members, and managers, please use the following group codes to identify the ethnicity of each individual where required.

01 Black	02c Spanish	04 Native American
02a Hispanic	03a Asian-Pacific	05 White (Non-Minority)
02b Portuguese	03b Asian-Indian	06 Other

20. Please provide the following information for all person(s) with ownership interest in the company (all proprietors, partners, and members OR, in the case of a corporation, all shareholders).

Name (First and Last)	Position In Company	% Owned	Date Ownership Established (mm/yy)	Gender (M/F)	Ethnicity (see group code table)	US Citizen or Permanent Resident Alien (Y/N)

*** QUESTIONS 22-24 APPLY ONLY TO CORPORATIONS. *** *** IF YOUR COMPANY IS NOT A CORPORATION, SKIP TO QUESTION 25 ***

21. If the company is a corporation, please provide the following information for all shareholders identified in Question 21

Name (First and Last)	Position In Company	Number of Shares Owned	Unit Share Price Paid When Purchased

22. State the number of company shares in each of the following

Common Authorized _____ Common Issued _____
 Preferred Authorized _____ Preferred Issued _____

23. Name and position of current Officers and/or Board of Directors

Name (First and Last)	Position	Position Effective Date (mm/yy)	Gender (M/F)	Ethnicity (see group code table)

**** ALL APPLICANTS SHOULD RESUME COMPLETING THE APPLICATION HERE ****

24. Please identify the capital contributions to the company by each person identified in Question 21, including cash, equipment, property, and expertise

Name (First and Last)	Type of Contribution	Total Dollar Value	Date of Contribution (mm/yy)

25. If your company is owned in whole or in part by another company, please identify the company and the percentage of ownership interest. Include venture capitalists and other similar investors

Company Name	Percentage Owned	Date Ownership Established (mm/yy)

SECTION III: COMPANY MANAGEMENT

26. Identify individuals responsible for managerial operations (*state if owner or non-owner*). Refer to group code definitions on prior page.

Name & Title	Gender (M/F)	Group Code	Owner? (Y/N)
a) Financial Decisions			
b) Estimating			
c) Preparing Bids			
d) Negotiating Bonding			
e) Marketing & Sales			
f) Hiring & Firing			
g) Supervising Field Operations			
h) Purchasing Equipment/Supplies			
i) Managing & Signing Payroll			
j) Negotiating Contracts			
k) Signatures for Business Accounts			

27. Do any principals, officers, employees and/or owners of the firm have an affiliation, i.e. business interest or employment with any other firm?

Yes _____ No _____ (If "Yes", complete the following)

Name (First and Last)	Name and Address of Affiliated Firm	Nature of Business	Nature of Affiliation

28. Number of Employees (if necessary, average over the past year)

<u>Permanent</u>	<u>Temporary</u>	<u>Field</u>
Full-Time _____	Full-Time _____	Full-Time _____
Part-Time _____	Part-Time _____	Part-Time _____

SECTION IV: COMPANY FINANCES

29. Does your company have a Line of Credit?

Yes _____ No _____ If "Yes", please provide details:

Bank	Dollar Limit	Name of Guarantor(s)
------	--------------	----------------------

30. Please list all major current lenders to the company

Name of Lender	Amount of Loan	Terms of Repayment

31. Identify bank(s) where company accounts are maintained

Bank Name	Address	Contact Name	Contact Title	Type of Account

32. Please provide gross receipts (sales) for each of the last three fiscal years. (If in business for less than three years, complete as applicable)

Current Year	_____	\$ _____
Last Year	_____	\$ _____
Previous Year	_____	\$ _____

SECTION V: COMPANY OPERATIONS

33. Check the industry which best describes your PRIMARY line of business

- Construction-related
- Professional Service
- Consultants
- Purchasing
- Consumer Service
- Technical Service
- Manufacturer/Supplier
- Other _____

34. If a license, permit or certification (e.g. Master Electrical License, PE for engineers, CDL for truck drivers, etc.) is required to conduct any part of your company's business, please identify the individual(s) holding the license, permit or certification and provide a copy

Name of the Holder/Registrant	Type of License/ Permit/Certification	Issued by	Issue Date (mm/yy)	Exp. Date (mm/yy)

35. Is your company bonded? Yes _____ No _____

If "Yes", please provide detail:

Name of Agent/Broker	Surety Co.	Bonding Limit	
		Single \$	Aggregate \$

36. Is your company insured? Yes _____ No _____ If "Yes", please provide detail:

Carrier Name _____ \$ Amount of Liability Insurance _____

37. Please list the company's major equipment or machinery

Type	Depreciated \$ Value	Acquisition Date (mm/yy)	Owned or Leased

38. List rented, leased or owned warehouse, plant and office facilities – Submit copy of lease, deed or mortgage

Facility Type	Owner or Name of Lessor and/or rental agent	Amt of yearly payment

39. Does your company share office space, personnel or equipment with any other company?

Yes _____ No _____

If "Yes", please provide details.

Company Name	Phone	Personnel (X)	Office Space ("X")	Yard Space (X)	Equipment ("X")	Machinery (X)

ACKNOWLEDGEMENTS AND VERIFICATION

FIRST, this certification application form, the supporting documents, and any other information provided in support of the application is considered part of the application. Any false statements or misrepresentations in the application may result in the applicant's disqualification from certification as Minority and/or Woman-owned Business Enterprise (M/WBE) by The Port Authority of New York and New Jersey for him/herself and its subsidiaries, which are included in the term "Port Authority".

SECOND, the information contained herein is subject to the Port Authority's Freedom of Information policy as reflected in the resolution adopted by the Committee on Operations of the Port Authority on August 13, 1992.

THIRD, the Port Authority may require further proof of eligibility for certification in addition to the information disclosed in this application and the applicant shall cooperate with the Port Authority in supplying the additional information. By completing this application, the applicant agrees to submit the additional proof required and acknowledges that the Port Authority may decide to deny the application if the additional proof is not submitted within 30 days after it is requested.

FOURTH, by filing this application, the applicant consents to examination of its books and records and interviews of its principals and employees by the Port Authority for the purpose of determining whether the applicant is, or continues to be, an eligible M/WBE. The applicant acknowledges that its certification may be denied if such examinations or interviews are refused or if the Port Authority determines, as a result of the examinations or interviews, that the applicant does not qualify for certification as a M/WBE.

FIFTH, by filing this application, the applicant consents to inquiries being directed by the Port Authority to the applicant's bonding companies, banking institutions, credit agencies, contractors, clients and other certifying agencies for the purpose of ascertaining the applicant's eligibility for certification. If the applicant fails to permit such inquiring to be made, such failure may be grounds for denying or revoking the applicant's certification.

SIXTH, the applicant agrees that it will advise the Port Authority of any change in the ownership or operational and managerial control of applicant's business after the certification application has been filed within 30 days of such change.

SEVENTH, certification is normally granted for a period of five (5) years. However, the Port Authority may require submission of a new application, additional information, examinations of the applicant's principals and employees at any time before the expiration of the five-year certification period. The applicant's failure to submit such material or to consent to such examinations and interviews will be grounds for revocation of certification.

EIGHT, the filing of this application, its acceptance by the Port Authority, and any subsequent certification of the applicant by the Port Authority, is not intended to and does not create any procedural or substantive rights enforceable at law by the applicant against the Port Authority, its Commissioners, officers, agents or employees and any such certification is only intended to facilitate the identification of qualified and bona fide M/WBEs.

NINTH, the Code of Ethics certification attached hereto shall be considered part of this certification application and the applicant is advised to familiarize him/herself with the terms of the certification prior to submitting this application.

TENTH, in submitting this application the applicant and each person signing on behalf of the applicant certifies that, to the best of their knowledge and belief, the following statements are true and correct:

- A) No individual who is current or former employee of the Port Authority or its subsidiaries (i.e., Port Authority Trans-Hudson Corporation (PATH), Newark Legal and Communications Center Urban Renewal Corporation) other than those individuals identified in the space immediately below (1) owns an interest in; or (2) has involvement in a relationship with the applicant firm (a) from or as a result of which the individual has received within the past year, or is entitled to receive in any future year, more than \$1,000 or its equivalent; or (b) which has a market value in excess of \$1,000. *(List here any such current or former Port Authority Employee (s))

- B) No individual who is a current or former employee of the Port Authority or its subsidiaries other than those individuals identified in the space immediately below (1) holds a position in the applicant firm such as an officer, director, trustee, partner, employee, or a position of management; or (2) acts as a consultant, agent or representative of the firm in any capacity. *(List here any current or former Port Authority Employee (s))

*Included within the scope of this certification are the individuals identified by the applicant in response to questions 4, 4a, 8d, 9, 10, 10a, 17, 18, 19, 24 and 25.

ELEVENTH, the criteria for certification by the Port Authority as a Small Business Enterprise are outlined in the documentation entitled "Small Business Enterprise Program (SBE) Administered by The Port Authority of New York and New Jersey" which accompanies this application. If the applicant believes that he/she is eligible for SBE certification, he/she may request that this application also be treated as an SBE certification application by signing below. If signature is provided, all acknowledgments and provisions of this M/WBE certification shall also apply.

Applicant _____

Date _____

VERIFICATION

STATE OF _____)

SS:

COUNTY OF _____)

(A) (For Sole Proprietorships, Partnerships, and Limited Liability Partnerships)

_____, being duly sworn, states that he or she is the owner of (or a Partner in) the entity making the foregoing application and that the statements and representations made in the application are true to his/her own knowledge.

Signature

Date

(B) (For Corporations and Limited Liability Companies)

_____, being duly sworn, states that he/she is the
Name of Corporate Officer

_____ of _____,
Title of Corporate Officer Name of Corporation

the entity making the foregoing application, that he/she has read the application and knows its contents, that the statements and representations made in the application are true to his/her knowledge, and that the application is made at the direction of the Board of Directors of the Corporation.

Corporate Seal

Signature

Date

Sworn to before me this _____ day of _____, 20_____

Notary Public

Mail to: **The Port Authority of New York and New Jersey
Office of Business & Job Opportunity – Certification Unit
233 Park Avenue South, 4th Floor
New York, NY 10003**

CODE OF ETHICS CERTIFICATION

In signing and submitting the annexed Certification Application, each applicant and each person signing on behalf of any applicant certifies that they have not made any offers or agreements or given or agreed to give anything of value or taken any other action with respect to any employee or former employee of The Port Authority of New York and New Jersey or any of its subsidiaries (hereinafter referred to as the "Authority") or any immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics and Financial Disclosure dated as of July 18, 1994 (a copy of which is available upon request to the Office of Regional and Economic Development /Business & Job Opportunity), nor do they have any knowledge of any act on the part of such employee or former employee relating either directly or indirectly to the applicant which constitutes a breach of the ethical standards set forth in said code.

As used herein, "anything of value" shall include but not be limited to any (a) favors, such as meals, entertainment, transportation (other than that contemplated by an Authority contract), etc., which might tend to obligate the Authority employee to the Contractor and (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment or business opportunity. Such term shall not include compensation contemplated by any Authority contract.

The foregoing certification shall be deemed to have been made by the applicant as follows: If the applicant is a corporation, such certification shall be deemed to have been made not only with respect to the application itself, but also with respect to each director and officer, as well as, to the best of the certifier's knowledge and belief, each stockholder with an ownership interest in excess of 10%; if the applicant is a partnership, such certification shall be deemed to have been made not only with respect to the applicant itself, but also with respect to each partner. Moreover, the foregoing certification, if made by a corporate applicant, shall be deemed to have been authorized by the Board of Directors of the applicant, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of such certification as the act and deed of the corporation.

In any case where the applicant cannot make the foregoing certification, the applicant shall so state and shall furnish with the application, a signed statement that sets forth in detail the reasons thereof.

The foregoing certification or signed statement shall be deemed to have been made by the applicant with full knowledge that it would become part of the records of the Authority and that the Authority will rely on its truth and accuracy in granting certification.

Applicants are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see e.g., New York Penal Law, Section 175.30 et. Seq.). Applicants are also advised that the inability to make such certification will not, in and of itself disqualify an applicant, and that in each instance the Authority will evaluate the reasons therefore provided by the applicant.

Supporting Documentation Checklist

REQUIRED FOR ALL APPLICANTS Attach copies of the following documents, as applicable. Indicate documents submitted by checking appropriate boxes. **PLEASE PROVIDE COPIES OF SUPPORTING DOCUMENTS ONLY - NOT THE ORIGINALS.** The minimum documentation required for certification is listed below, but is not limited to this list. A representative may request additional documents during the application review process, if warranted.

- 1 Résumés for all principals, partners, officers and/or key employees of the firm. Provide home address, telephone number, education, training, and employment with dates and specific duties with the company
- 2 Proof of ethnicity for each person with ownership interest (valid passport, ethnic birth certificate)*
- 3 Proof of U.S. Citizenship (valid U.S. passport, ethnic birth certificate, naturalization certificate)*
- 4 Proof of permanent resident alien status (valid permanent resident alien "green" card showing expiration date)*
- 5 Bank signature card, bank resolution or letter from bank identifying persons authorized to conduct transactions on each account
- 6 Lease agreement or proof of ownership (deed/mortgage) for business location(s)
- 7 Proof of any certification (including SBA 8(a)), decertification, or denial from another governmental agency, department, or authority
- 8 Copies of any licenses, permits and/or accreditations required for conducting business
- 9 Proof of sources of capitalization/investments (purchase receipts, any loan agreements)
- 10 Any employment agreements
- 11 All third party agreements including: equipment rental, purchase agreements, management service agreements, etc.
- 12 Vehicle registration(s) for any vehicle used for business purposes
- 13 Current financial statement (statement of cash flows, balance sheet, or profit and loss statement)
- 14 Most recent three years' business Federal, State and City tax returns (all pages, all schedules); Prior two (2) years of personal tax returns (1040's) for each person with ownership interest, including all applicable W-2 forms and schedules if in business less than three years

****If you have one document that satisfies the requirements for numbers 2 – 4, submit only one copy.***

REQUIRED FOR A SOLE PROPRIETORSHIP

- Copy of Business Trade Name or Certification Trade Name filed with County Clerk
(If doing business under an assumed name)

REQUIRED FOR A PARTNERSHIP AND JOINT VENTURE PARTNERSHIP

Attach copies of the following: (Indicate documents submitted by checking appropriate boxes)

- 1. Business Certificate
- 2. Partnership Agreement

REQUIRED FOR A LIMITED LIABILITY COMPANY (Check appropriate boxes below)

- 1. Sole Proprietorship
- 2. Corporation
- 3. Partnership Agreement

Attach required documents and indicate documents submitted by checking appropriate boxes

- 1. Certificate of formation and/or organization
- 2. Operating and/or managing agreements
- 3. Franchise and/or third-party agreement

REQUIRED FOR A CORPORATION

Attach documents of the following: (Indicate documents submitted by checking appropriate boxes)

- 1. Articles of incorporation, including date approved by State
- 2. Corporation By-Laws
- 3. Minutes of first corporate organizational meeting and amendments
- 4. Copies of all issued stock certificates front and back, as well as next un-issued certificate
- 5. Copy of stock ledger
- 6. If applicable, furnish copies of agreements relating to:
 - a. stock options
 - b. shareholder agreements
 - c. shareholder voting rights
 - d. restriction on the disposal of stock loan agreements
 - e. facts pertaining to the value of shares
 - f. buy-out rights
 - g. restrictions on the control of the corporation

**SMALL BUSINESS ENTERPRISE PROGRAM
ADMINISTERED BY
THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY**

The Small Business Enterprise Programs are designed to promote New York and New Jersey businesses and to provide them with the advantage of competing against firms of like size and expertise in a limited competitive environment. In order to be eligible to participate in opportunities set-aside for the programs, the Port Authority must certify a firm as a Small Business Enterprise. To be eligible for certification, firms at a minimum:

- Must have a principal place of business in either New York or New Jersey.
- Must have operated that specific type of business for at least three (3) years.
- Must not exceed the average annualized gross revenue limitations cited below for the last three (3) fiscal years.

Average Annualized Gross Revenue Limitation and other Port Authority Pre-requisites by Procurement Category.

□ **Construction - \$14 million**

The Port Authority's Engineering Department must also qualify construction firms. This requires the submittal of acceptable references for completed contracts. A minimum of three acceptable references is required for each construction specialty area.

□ **Architectural & Engineering (A&E) - \$4.5 million**

- *Landscape Architectural Services - \$7 million*
- *Marine Engineering & Naval Architecture - \$18.5 million*

In addition to adhering to maximum gross revenues Thresholds, A&E firms must also have minimum average annual revenues of more than \$100,000 over the last three (3) fiscal years.

□ **Commodity - \$7 million**

Commodity firms eligible to participate are provided a five percent (5%) price preference in designated contracts solicited by the Port Authority's Procurement Division.

□ **Janitorial Maintenance - \$16.5 million**

□ **Unarmed Guard Service - \$18.5 million**

□ **Financial Services - \$7 million**

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

Return your submittal to:	<i>The Port Authority of NY & NJ Office of Business and Job Opportunity 233 Park Avenue South, 4th Floor New York, NY 10003</i>
<i>Firms not currently certified should call (212) 435-7808 for information</i>	

(NOTE: This form need not be completed if all joint venture firms are M/W/DBEs
The Joint Venture approval is valid through the duration of the Port Authority contract)

1. NAME OF JOINT VENTURE: _____

2. ADDRESS OF JOINT VENTURE: _____

3. TELEPHONE NUMBER (S) OF JOINT VENTURE: _____

4. (A) IDENTIFY THE FIRMS WHICH COMPRISE THE JOINT VENTURE. (THE MINORITY OR WOMAN-OWNED OR DISADVANTAGED BUSINESS ENTERPRISE PARTNER MUST COMPLET A UNIFORM CERTIFICATION APPLICATION - SCHEDULE A)

(B) DESCRIBE THE ROLE OF THE M/W/DBE IN THE JOINT VENTURE:

5. NATURE OF THE JOINT VENTURE'S BUSINESS: _____

6. PROVIDE A COPY OF THE JOINT VENTURE AGREEMENT.

SCHEDULE B

7. WHAT IS THE CLAIMED PERCENTAGE OF MBE OR WBE OF DBE OWNERSHIP? _____

8. OWNERSHIP OF JOINT VENTURE: (THIS NEED NOT BE FILLED IN IF DESCRIBED IN THE JOINT VENTURE AGREEMENT)

(A) PROFIT AND LOSS SHARING: _____

(B) CAPITAL CONTRIBUTIONS, INCLUDING EQUIPMENT:

(C) OTHER APPLICABLE OWNERSHIP INTERESTS:

9. CONTROL OF AND PARTICIPATION IN THIS CONTRACT. IDENTIFY BY NAME, RACE, SEX AND "FIRM" THOSE INDIVIDUALS AND THEIR TITLES WHO ARE RESPONSIBLE FOR DAY-TO-DAY MANAGEMENT AND POLICY DECISION-MAKING, BUT NOT LIMITED TO, THOSE WITH PRIME RESPONSIBILITY FOR:

<u>NAME & TITLE</u>	<u>SEX</u>	<u>GROUP CODE*</u>	<u>FIRM</u>
FINANCIAL DECISIONS			
_____	<input type="checkbox"/> M <input type="checkbox"/> F	_____	_____
_____	<input type="checkbox"/> M <input type="checkbox"/> F	_____	_____
MANAGEMENT DECISIONS, SUCH AS:			
ESTIMATING			
_____	<input type="checkbox"/> M <input type="checkbox"/> F	_____	_____
_____	<input type="checkbox"/> M <input type="checkbox"/> F	_____	_____
MARKETING AND SALES			
_____	<input type="checkbox"/> M <input type="checkbox"/> F	_____	_____
_____	<input type="checkbox"/> M <input type="checkbox"/> F	_____	_____

HIRING AND FIRING OF MANAGEMENT PERSONNEL

_____ M F _____
_____ M F _____

PURCHASING OF MAJOR ITEMS OR SUPPLIES

_____ M F _____
_____ M F _____

SUPERVISION OF FIELD OPERATIONS

_____ M F _____
_____ M F _____

***GROUP CODE KEY**

01 - BLACK	02A - HISPANIC	03A - ASIAN-PACIFIC	04 - NATIVE AMERICAN
	02B - PORTUGUESE	03B - ASIAN-INDIAN	05 - NON-MINORITY
	02C - SPANISH		06 - OTHER

Affidavit

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of the joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned agree to provide to the grantee current and complete information and any proposed changes to the joint venture arrangement. The undersigned also agree to permit authorized representatives of the grantee or the Federal-funding agency to audit and examine the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statement."

NAME OF FIRM

NAME OF FIRM

SIGNATURE

SIGNATURE

NAME

NAME

TITLE

TITLE

DATE

DATE

State of

County of

On this ___ day of _____, 20___, before me appeared (name) _____ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public

State of

County of

On this ___ day of _____, 20___, before me appeared (name) _____ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public

CONSTRUCTION M/WBE PARTICIPATION PLAN

Office of Business and Job Opportunity

PAGE _____ OF _____

NOTE: The Contractor is required to submit to the Engineering Dept. a MODIFIED PLAN for any changes to the original plan: i.e.; subcontractor, dollar amount or work performed. If more than 1 page is used, complete totals on last page.

Contract Number: _____
 Contractor Name: _____
 Mailing Address: _____
 Telephone Number: _____

Contract Description: _____
 Contract Amount: _____
 Contract Goals: MBE _____ WBE _____ DBE _____

Name, Address, Phone Number of PA Certified MBE/WBE/DBE subcontractor (including name of contact person)	Indicate MBE, WBE Or DBE	Description of Work, Services to be provided. Where applicable, specify, "supply" or "install" or both "supply" and "install."	Anticipated date work will start and finish	*Approximate \$ amount of M/W/DBE Subcontract	MBE/WBE/DBE % of Total Contract Amount
					324
TOTAL:					

Signature of Contractor: _____
 Print Name: _____
 Title: _____ Date: _____

FOR OBJO USE ONLY

Contract Goals: Approved Waived Rejected

Reviewed by: _____
 OBJO Business Development Representative

Print Name: _____ Date: _____

Distribution: Original - OBJO; Copy 2 - Engineer of Construction; Copy 3 - Contractor; Copy 4 - Line Department
 *Please Note: Tools, equipment and material men are only credited 60% towards the M/W/DBE goal. Please adjust calculations accordingly.

INSTRUCTIONS

CONTRACTOR INSTRUCTIONS: Contractor is required to submit a MBE/WBE Participation Plan and/or best efforts documentation to the designee identified in the contract book within 7 days after the opening of the Proposals for this Contract.

ENGINEER OF CONSTRUCTION INSTRUCTIONS: After the review of the submitted MBE/WBE Participation plan, forward to the Office of Business and Job Opportunity via fax at (212) 435-7828 or PAD to 233 PAS 4th Floor for review and approval. Approved/waived/rejected plan will be returned within 10 business days of receipt of this document. Engineer of Construction will advise vendor of the results of the MBE/WBE Participation Plan review.

**THE PORT AUTHORITY OF NY & NJ
Office of Business and Job Opportunity**

**CONSTRUCTION
MBE/WBE/DBE PARTICIPATION PLAN
MODIFIED**

Contract Number: _____
 Contractor Name: _____
 Mailing Address: _____
 Telephone Number: _____

Contract Description: _____
 Contract Amount: _____
 Contract Goals: MBE _____ WBE _____ DBE _____

Name, Address, Phone Number of PA Certified MBE/WBE/DBE subcontractor (including name of contact person)	Indicate MBE, WBE Or DBE	Description of Work, Services to be provided. Where applicable, specify "supply" or "install" or both "supply" and "install."	Anticipated date work will start and finish	*Approximate \$ amount of M/W/DBE Subcontract	MBE/WBE/DBE % of Total Contract Amount
					TOTAL:

Signature of Contractor: _____
 Print Name: _____
 Title: _____ Date _____

FOR OBJO USE ONLY
 Contract Goals: Approved Waived Rejected
 Reviewed by: _____
 OBJO Business Development Representative
 Print Name: _____ Date _____

Distribution: Original - OBJO; Copy 2 - Engineer of Construction; Copy 3 - Contractor; Copy 4 - Line Department
 *Please Note: supplies, equipment and material men are only credited 60% towards the M/W/DBE goal. Please adjust calculations accordingly.

ANALYSIS OF BID

THE PORT AUTHORITY OF NY & NJ

PROJECT PABT - Facade Improvements - Truss Painting

BID DATE _____

THIS IS NOT PART OF THE CONTRACT

SHEET _____

CONTRACTOR _____

CONTRACT NO. BT-254.128

Unit No.	Descriptions ⁽¹⁾	Quantity	Unit ⁽²⁾	Unit Price	Amount
1	General Conditions		LS		
2	Maintenance of Traffic		LS		
3	Truss Painting - 4 Coat System		SF		
4	Expansion Joint Replacement		LF		
5	Bird Netting Installation and Removal		SF		
6	Removal, Disposal and Containment of Lead Paint		BAY		
	Total Lump Sum				

1. Separate and list all items or operations of work included in your estimate in accordance with Specifications.
When listing subcontracts, the prime contractor will have each subcontractor complete an analysis of bid form.
2. Unit of measure, i.e., SF, CY, Bbls, Pcs, Ea., etc.
3. Include all charges, such as moving on site, removal, rental, etc.
4. In case of conflict between information hereon (whether supplied by the Authority or the bidder) and the terms or prices contained or inserted in the Contract Booklet or Contract Drawings, said Booklet and Drawings shall control.
5. The Analysis of Bid is not part of the contract. No information hereon (whether supplied by the Authority or the bidder) and no information deduced from information hereon, including quantities of materials or work, shall be deemed to vary, alter or modify any provision of the Contract, including provisions therein as to compensation and performance. The unit prices contained hereon serve the sole purpose of informing Port Authority as to components of the bidder's price quoted in the Contract. The items of materials or work contained hereon shall not be deemed to be an exhaustive list of the items of materials or work required by the Contract Drawings and Specifications in their present form.

RECEIVED

OCT 19 2010

VRH CONSTRUCTION CORP

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
THREE GATEWAY CENTER - 3rd FLOOR
NEWARK, NJ 07102

November 2, 2010

ADDENDUM NO. 3

TO PROSPECTIVE BIDDERS ON CONTRACT **BT-254.128** – PORT AUTHORITY
BUS TERMINAL – FAÇADE IMPROVEMENTS: TRUSS PAINTING

The following changes are hereby made in the Contract Documents for the subject
Contract.

This communication should be physically annexed to back cover of the book and initialed
by each bidder before submitting his bid.

In case any bidder fails to conform to these instructions, his Proposal will nevertheless be
construed as though this communication had been so physically annexed and initialed.

CHANGES IN THE CONTRACT BOOKLET

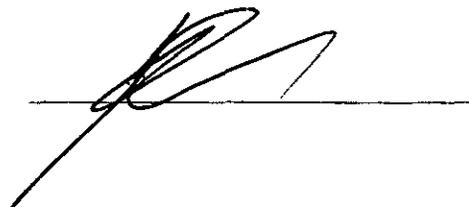
- Page 7 - In the second line of the first paragraph from the top of the page, change “1” to
read “11”.
- Page 90 - In the last line of the second paragraph from the top of the page, change “Area
Available For Contractor’s Use” to read “Area Available For Use By
Contractor”.
- Page 218 - In the last line of L.5., after “Contractor” insert “,at no cost to the Authority”.

PROCUREMENT
2010 NOV -9 PM 3:22

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

Chief Engineer

INITIALED BY THE BIDDER:

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke at the end, positioned below the text 'INITIALED BY THE BIDDER:'.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
THREE GATEWAY CENTER - 3rd FLOOR
NEWARK, NJ 07102

November 1, 2010

ADDENDUM NO. 2

TO PROSPECTIVE BIDDERS ON CONTRACT **BT-254.128** – PORT AUTHORITY
BUS TERMINAL – FAÇADE IMPROVEMENTS: TRUSS PAINTING

The following changes are hereby made in the Contract Documents for the subject
Contract.

This communication should be physically annexed to back cover of the book and initialed
by each bidder before submitting his bid.

In case any bidder fails to conform to these instructions, his Proposal will nevertheless be
construed as though this communication had been so physically annexed and initialed.

CHANGES IN THE CONTRACT BOOKLET

Page 1

through

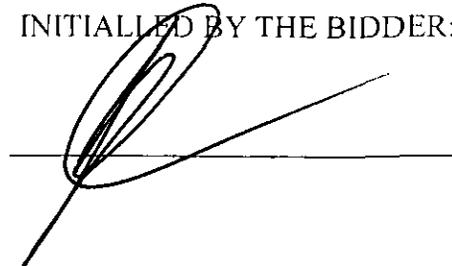
Page 39 - Change clause number "32 through 55" to read "1 through 24".

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

Francis J. Lombardi, P.E.
Chief Engineer

PROCUREMENT
2010 NOV -9 PM 3:22

INITIALED BY THE BIDDER:



**THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
THREE GATEWAY CENTER - 3rd FLOOR
NEWARK, NJ 07102**

October 18, 2010

ADDENDUM NO. 1

**TO PROSPECTIVE BIDDERS ON CONTRACT BT-254.128 – PORT AUTHORITY
BUS TERMINAL – FAÇADE IMPROVEMENTS: TRUSS PAINTING**

The following changes are hereby made in the Contract Documents for the subject Contract.

This communication should be physically annexed to back cover of the book and initialed by each bidder before submitting his bid.

In case any bidder fails to conform to these instructions, his Proposal will nevertheless be construed as though this communication had been so physically annexed and initialed.

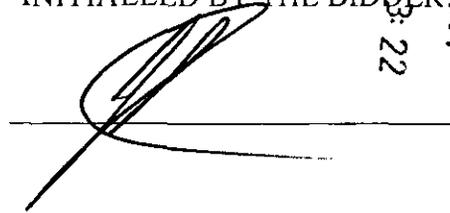
CHANGES IN THE CONTRACT BOOKLET

Page 91 - Below the line beginning "A202" insert "A301 ENLARGED TRUSS AND SIGN FRAME SECTIONS Architectural"

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

Francis J. Lombardi, P.E.
Chief Engineer

INITIALED BY THE BIDDER

A handwritten signature in black ink, consisting of a large, stylized loop followed by a horizontal line, is written over a horizontal line.

PROCUREMENT
2010 NOV -9 PM 3: 22

RECEIVED
OCT 19 2010
VRH CONSTRUCTION CORP