Torres Rojas, Genara FOI #14897

Subject: FW: FOI Code Request

Importance: High

From: Rosen, Jeremy [mailto:JRosen@njleg.org]
Sent: Thursday, May 01, 2014 4:36 PM
To: Munford, Toni
Subject: FOI Code Request
Importance: High

May 1, 2014

Dear Ms. Munford:
I am seeking the following records under the Port Authority of New York & New Jersey's Freedom of Information Code:

1) Copies of any and all contracts, which were active on January 1, 2011 and/or have been enacted since that date, between the Port Authority of New York & New Jersey and any and/or all of the following parties:
    a. Elizabeth Marine Terminal, LLC.
    b. Jay Cashman
    c. Wisniewski & Associates, LLC, and/or John Wisniewski, Esq.

2) Copies of any and all change orders, which have been certified and/or approved and/or denied by the Port Authority of New York & New Jersey since Jan. 1, 2011, involving the following parties:

    a. Elizabeth Marine Terminal, LLC.
    b. Jay Cashman
    c. Wisniewski & Associates LLC, and/or John Wisniewski, Esq.

3) A copy of any and all correspondence (including emails, text messages and phone records) since January 1, 2011, regarding property at Block 4, Lots 1468 & 1469 in the City of Elizabeth, between, among, involving or referencing any and/or all of the following parties:

    a. John Wisniewski, Esq.;
    b. Employees of Wisniewski and Associates, LLC.
    c. Brian Smith, Esq., and/or other Port Authority of New York & New Jersey Law Department employees; and
    d. Former Deputy Executive Director Bill Baroni, and/or other Port Authority Executives.

I am requesting that copies of these records be made available to me via email (jrosen@njleg.org) as they become available, within the Code's five-business day timeframe.

Please provide a written response why any documents cannot be provided via email.

Please provide a written response as to why any portion of this request is denied.

If any of these requested records do not exist or is denied, it does not preclude the disclosure of any other requested records.

Thank you for your time and attention to this request.

Sincerely,

Jeremy Rosen

New Jersey Senate Republican Office

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

September 9, 2014

Mr. Jeremy Rosen
New Jersey Senate Republican Office

Re: Freedom of Information Reference No. 14897

Dear Mr. Rosen:

This is in response to your May 1, 2014 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code," copy attached) for copies of (1) contracts, which were active on 1/1/11 and/or have been enacted since that date up until the time of your request, between The Port Authority of New York & New Jersey and Elizabeth Marine Terminal, LLC, Jay Cashman, Wisniewski & Associates, LLC, and/or John Wisniewski, Esq.; (2) change orders, which have been certified and/or approved and/or denied by The Port Authority of New York & New Jersey since 1/1/11 to the date of your request, involving Elizabeth Marine Terminal, LLC, Jay Cashman, Wisniewski & Associates LLC, and/or John Wisniewski, Esq.; and (3) correspondence (including emails, text messages and phone records) since 1/1/11 to the date of your request, regarding property at Block 4, Lots 1468 and 1469 in the City of Elizabeth, between, among, involving or referencing John Wisniewski, Esq., Employees of Wisniewski and Associates, LLC, Brian Smith, Esq. and/or other Port Authority Law Department employees, and Former Deputy Executive Director Bill Baroni.

Material responsive to your request and available under the Code can be found on the Port Authority's website at http://www.panynj.gov/corporate-information/foi/14897-O.pdf. Paper copies of the available records are available upon request.

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

We have searched the Port Authority's files and found no records responsive to the number (2) of your request.

Very truly yours,

Daniel D. Duffy
FOI Administrator

225 Park Avenue South, 17th FL
New York, NY 10003
T: 212 435 3642 F: 212 435 7555

THE PORT AUTHORITY OF NY & NJ

Darrell Buchbinder, General Counsel
Christopher M. Hartwyk, First Deputy General Counsel

May 3, 2011

VIA FEDERAL EXPRESS

The Honorable John Wisniewski, Esq.
Wisniewski & Associates, LLP
17 Main Street
Sayreville, New Jersey 08872
(732) 651-0040

Re: Block 4, Lots 1468 & 1469

Dear Mr. Wisniewski:

Your inquiry to the Deputy Executive Director regarding Block 4, Lots 1468 & 1469 has been forwarded to the Law Department for response.

According to the City of Elizabeth (the "City") tax map, Block 4, Lots 1468 & 1469 are owned by the City and are subject to a leasehold interest held by J. Cashman. Pursuant to the lease, J. Cashman may have an option to purchase these properties. It is the understanding of the Port Authority of New York and New Jersey that J. Cashman is in default of their lease with the City.

Block 4, Lots 1468 & 1469 are not within the right-of-way of the newly planned Goethals Bridge Replacement Project. They are, however, properties that the Port Authority is interested in acquiring for construction staging and long-term port development use.

Please direct any other inquires regarding the subject of this letter to my attention.

Very truly yours,

Brian Smith, Esq.

225 Park Avenue South
New York, NY 10003

THE PORT AUTHORITY OF NY & NJ

OP11926610
PQL

FF
C.M.

HOWLAND HOOK MARINE TERMINAL

MAINTENANCE DREDGING

CONTRACT HH-654.121

JUNE 2010

This proposal is not complete unless bidder's Signature appears on page 25

CONFORMED

THE PORT AUTHORITY OF NY & NJ

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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 will be received until 2:30 P.M. on Tuesday, June 29, 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.

2. 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:	Sovereign Bank New England
Address:	75 State Street
	Boston, MA 02109
Bank Representative:	Penny Garver
Telephone Number:	617-346-7363

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.

Exemption (1/4)

Federal Employer Identification No.

86-8160698

Dun and Bradstreet No.

Other Credit Service

Account No

D. The Form of Contract bound herewith, with the bidder's prices inserted in the clause thereof entitled "Unit Prices and Lump Sum". The amounts must be given both in figures and in writing and, in case of discrepancy, the writing shall control. The unit prices must be extended and totaled. The Estimated Total for Classified Work and the Lump Sum must be entered in the recapitulation and totaled. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. AVAILABLE DOCUMENTS

Certain documents, specified below, are available for reference and examination by bidders by contacting Gary Greer at (973) 792-3934, 3 Gateway Center, 3rd Floor, Newark, NJ 07102 during regular business hours. These documents were not prepared for the purpose of providing information for bidders upon the present Contract but they were prepared for other purposes, such as for other contracts or for design purposes for this or other contracts, and they do not form a part of this Contract. The Authority makes no representation or guarantee as to, and shall not be responsible for their accuracy, completeness or pertinence, and, in addition, shall not be responsible for the conclusions to be drawn therefrom. They are made available to the bidders merely for the purpose of providing them with such information as is in the possession of the Authority, whether or not such information may be accurate, complete or pertinent or of any value to the bidders.

Said documents are as follows:

*A. Drawings bearing the general title "The Port Authority of New York and New Jersey - Howland Hook Marine Terminal Hydrographic Survey - Staten Island, NY", which are separately numbered and entitled as follows:

Sheet 1 of 5 – Sheet Layout and Volumes
Sheet 2 of 5 – Multibeam Survey Cross Section
Sheet 3 of 5 – Multibeam Survey Cross Section
Sheet 4 of 5 – Multibeam Survey
Sheet 5 of 5 – Multibeam Survey

*B. Summary Sheets, Sediment Testing Results - Howland Hook Marine Terminal, dated May 2010.

* NOTE: For the Bidder's convenience, these documents will be transmitted with the Contract Documents

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 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 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;

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 MBE/WBE participation.

If the Contractor wishes to perform a portion of the Work through a firm not listed in the Directory [2] 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.

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[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.

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

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

21. Asian Women in Business
42 Broadway, Suite 1748
New York, NY 10004
(212) 868-1368
Fax (212) 868-1373
www.awib.org

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

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

24. Orange County Chamber of Commerce
30 Scott Corners Drive
Montgomery, NY 12549
(845) 457-9700 Ext. 1101
www.orangeny.com

25. Regional Alliance For Small Contractors
625 Eighth Avenue, 2nd Floor,
North Wing
New York, NY 10018
(212) 268-2991
www.regional-alliance.org

26 Women Builders Council
500 Hampton Avenue
Brooklyn, NY 11235
(212) 367-2130
www.wbcnyc.org

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.

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".

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 Pamela Dunne, at (718) 551-9219.

10. 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.

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.

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.

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; (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.

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 $1Million 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.).

PROPOSAL

To The Port Authority of New York and New Jersey:

The undersigned[3]

Jay Cashman, Inc., a corporation organized under the laws of the State of Massachusetts.

(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 prices inserted by the undersigned in the clause of the Form of Contract entitled "Unit Prices and Lump Sum".

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 office[4]: 549 South Street
Quincy, MA 02169

The telephone number of the bidder is: 617-890-0600

The fax number of the bidder is: 617-890-0606

The E-Mail address of the bidder is: fbelesimo@jaycashman.com

[4] Insert office address.

SIGNATURE AND CERTIFICATE OF AUTHORITY[5]

Dated, June 29, 2010

(Signature of individual or name of corporation or partnership)

Jay Cashman, Inc.

(Signature of agent, partner or corporate officer)

By[6] [7]

(Acknowledgment of signature to be taken on proper form on following page(s))

Dale Pyatt - President

2010 JUN 29 PM 2:54 PROCUREMENT

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)

---

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.).

SIGNATURE AND CERTIFICATE OF AUTHORITY[5]

Dated, June 29, 2010

(Signature of individual or name of corporation or partnership)

Jay Cashman, Inc.

(Signature of agent, partner or corporate officer)

By[6] [7] Dale Pyatt

(Acknowledgment of signature to be taken on proper form on following page(s))

Dale Pyatt – President

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)

---

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.).

ACKNOWLEDGMENT[8]

ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION

State of Massachusetts

SS:

County of Middlesex

On this 29th day of June, 2010, before me personally came and appeared Dale H. Pyatt, to me known. who, being by me duly sworn, did depose and say that he resides at Exemption (1), that he is the President of Jay Cashman, Inc., 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)

ALAN D. PERRAULT
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
October 26, 2013

Alan D. Perrault

(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

ACKNOWLEDGMENT[8]

ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION

State of Massachusetts

SS:

County of Middlesex

On this 29th day of June, 2010 before me personally came and appeared Dale H. Pratt, to me known, who being by me duly sworn, did depose and say that he resides at ___ Exemption (1) ___, that he is the President of Jay Cashman, Inc., 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)

ALAN D. PERRAULT
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
October 25, 2013

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

ACKNOWLEDGMENT[8]

ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION

State of Massachusetts

SS:

County of Middlesex

On this 29th day of June, 2019 before me personally came and appeared Dale H. Pratt, to me known, who, being by me duly sworn, did depose and say that he resides at _____, that he is the President of Jay Cashman, Inc., 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 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)

RECEIVED
2019 JUN 29 PM 2:54
PROCUREMENT

[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 PROPOSAL[9]

Names and Residences of Officers, If Bidder is a Corporation

Name	Title	Residence[10]
Dale Pyatt	President	
Jay M. Cashman	Clerk/Sec	
W. Spielvogel	Treasurer	

Names and Residences of Partners, If Bidder is a Partnership

Name	General or Limited Partner	Residence[11]

Bidder's Residence, If an Individual[12]

---

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 undersigned[13] Jay Cashman, Inc.

a corporation organized under the laws of the Commonwealth of Massachusetts, with a normal place of business at 549 South Street, Quincy, MA 02169

as principal(s); and[14] Travelers Casualty and Surety Company of America, a corporation organized under the laws of the State of Connecticut.

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 Two Hundred Seventy Five Thousand Dollars ($275,000), 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 29th day of June , 2010

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 HH-654.121, "Howland Hook Marine Terminal - Maintenance Dredging", 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.

Jay Cashman, Inc.

Principal [15]

(Seal)

By[16] _____

Travelers Casualty and Surety Company of America

Surety

(Seal)

By[17] _____
Brian M. Rossi, Attorney-in-Fact

PROCUREMENT
2010 JUN 29 PM 2:54

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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.

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.

Jay Cashman, Inc.

Principal [15]

(Seal)

By[16] Dale H. Pyatt

Travelers Casualty and Surety Company of America

Surety

(Seal)

By[17] Brian M. Rossi

Brian M. Rossi, 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.

ACKNOWLEDGMENT[18]

ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION

State of Massachusetts
SS:
County of Middlesex

On this 29th day of June, 2010, before me personally came and appeared Dale H. Pyatt, to me known, who, being by me duly sworn, did depose and say that he resides at _____, that he is the President of Jay Cashman, Inc., 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)

ALAN D. PERRAULT
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
October 26, 2013

Alan D. Perrault
(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.

ACKNOWLEDGMENT[18]

ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION

State of Massachusetts

SS:

County of Middlesex

On this 29th day of June, 20 10 before me personally came and appeared DALE H. PYATT, to me known, who, being by me duly sworn, did depose and say that he resides at _____, that he is the PRESIDENT of Jay Cashman, Inc., 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 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.

(Seal Seal)

(Notary Signature)

AFFIX ACKNOWLEDGMENT AND JUSTIFICATION OF SURETY

PROCUREMENT 2010 JUN 29 PM 2:55

[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.

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 all berths and piers at the Howland Hook Marine Terminal.

"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 maintenance dredging at the Howland Hook Marine Terminal, including dewatering, processing dredged material, transportation and delivery of the processed dredged material to the UTEX/380 off-loading facility in Staten Island, New York and related Work; 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.

"Classified Work" shall mean the items of Work set forth in the Schedule of Unit Prices and shall include any Work hereafter required which is of the same general character as that set forth in any of said items. In determining what is of the same general character, there shall be taken into consideration the provisions for measurement for payment appearing in said clause entitled "Unit Prices and Lump Sum", which provisions shall form a part of the items in said Schedules of Unit Prices.

"Unclassified Work" shall mean Work other than Classified Work.

"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", other than Classified Work, which is in addition to that required by the Contract Drawings and Specifications in their present form.

"Estimated Total for Classified Work" shall mean the result obtained by applying the prices quoted by the Contractor in the Schedule of Unit Prices to the estimated quantities given therein and totaling the results, whether or not such results are correctly shown in the Contractor's Proposal.

"Lump Sum" shall mean the Lump Sum for Unclassified Work quoted by the Contractor in the clause hereof entitled "Unit Prices and Lump Sum".

"Estimated Total Contract Price" shall mean the result obtained by adding together the Estimated Total for Classified Work and the Lump Sum, whether or not such result is correctly shown in the Contractor's Proposal.

"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.

"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 maintenance dredging at the Howland Hook Marine Terminal, including dewatering, processing dredged material, transportation and delivery of the processed dredged material to the UTEX/380 off-loading facility in Staten Island, New York and related Work 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 consisting of the following amounts and such amounts only, subject only to the express provisions of this Contract specifically setting forth actual, defined additions to or deductions from such compensation.

A. An amount based upon the Classified Work performed, computed at the rates quoted in the Schedule of Unit Prices, said Classified Work to be measured and said amount to be computed in the manner provided in the clause hereof entitled "Unit Prices and Lump Sum"; and

B. The amount of the Lump Sum quoted in the clause hereof entitled "Unit Prices and Lump Sum".

This Contract is one entire contract for the accomplishment of the results and the doing of the things above specified and is not separable. Similarly, the Contractor's compensation is one entire compensation for entire performance on his part.

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 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.

20. 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.

21. 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.

22. 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.

23. 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 Estimated Total Contract Price and such bond shall be signed by one or more sureties[19] 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 Estimated Total Contract Price 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 $3000 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.

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[19] 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

24. UNIT PRICES AND LUMP SUM

The following Schedule of Unit Prices for Classified Work does not constitute an outline of the Work required by the Contract Drawings and Specifications in their present form, but is merely a list of all the items of Classified Work to be used in computing the Contractor's compensation insofar as it is based upon Classified Work, together with the rates at which such compensation will be computed. In the case of each item of Classified Work, the Work performed will be measured and the Contractor's compensation will be computed as hereinafter provided in this numbered clause. In case of discrepancy between the prices quoted in writing and those quoted in figures, the writing shall control.

The Estimated Total Contract Price is solely for the purpose of fixing the amount of security to be maintained by the Contractor for the faithful performance of the Work. Prior to the signature of the Contract by the parties, it was for the purpose of facilitating the comparison of Proposals and of computing damages in the event of a default by the successful bidder in the agreement created by the acceptance of his Proposal. The estimated quantities are given solely as a basis for the computation of the Estimated Total Contract Price. The Authority makes no representation as to what the actual quantities will be and shall not be held responsible even though the estimated quantities are not even approximately correct. Insofar as the Contractor's compensation is based upon Classified Work, it will be computed from the actual quantities of Work performed, whether greater or less than the estimated quantities.

I. SCHEDULE OF UNIT PRICES FOR CLASSIFIED WORK				
			Figures	
Item No.	Estimated Quantities	Items of Classified Work With Unit Prices Written	Unit Prices	Amounts[20]
1	30,000 CY	DREDGING, PER CUBIC YARD Sixty-eight DOLLARS Zero CENTS	68.00	$2,040,000.00
ESTIMATED TOTAL FOR CLASSIFIED WORK[21]				

20 The amount for each item shall be computed by multiplying the estimated quantity of that item by the unit price for the item.

21 The Estimated Total for Classified Work shall be computed by totaling the amounts inserted in the "Amounts" column.

II. LUMP SUM FOR UNCLASSIFIED WORK	
Writing	Figures
Two Hundred Fifty Thousand ....Dollars Zero .....Cents	250,000.00

III. RECAPITULATION	
	Figures
ESTIMATED TOTAL FOR CLASSIFIED WORK.	2,040,000.00
LUMP SUM FOR UNCLASSIFIED WORK	250,000.00
ESTIMATED TOTAL CONTRACT PRICE:	[22] 2,290,000.00

The following provisions are applicable to the Schedule of Unit Prices for Classified Work. The quantity for payment described in the following provisions shall be the quantity of Classified Work furnished, installed, performed and/or placed in accordance with the Specifications, as shown on the Contract Drawings and where ordered by the Engineer.

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[22] The Estimated Total Contract Price shall be computed by adding the Estimated Total for Classified Work to the Lump Sum for Unclassified Work.

No quantity of work will be included under more than one item of Classified Work.

In the case of Item No. 1 (Dredging) the quantity for payment shall be the number of cubic yards of material dredged from within the area bounded by the limits of dredging shown on the Contract Drawings, where: (1) the number of cubic yards will be established by computing the volume of material actually dredged from within the Limit of Dredging shown on the Contract Drawings, (2) the existing bottom will be established by soundings prior to the commencement of dredging, (3) the new bottom willbe established by soundings after completion of dredging, (4) the quantity for payment will not include material dredged from below the 2-foot allowable overdredge limit and (5) the quantity for payment will be computed by the Engineer using the Average End Area method.

25. ADJUSTMENTS OF LUMP SUM

If any Unclassified 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.

26. 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.

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 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.

2.) 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.

3.) 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.

27. 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.

28. 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 workingmen, 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.

29. 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 approximate amount of Classified Work performed by the Contractor up to that time and a sum determined from such Work in accordance with the units of measurement and unit prices specified in the Schedule of Unit Prices.

B. The approximate amount of Unclassified 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 Unclassified Work performed (other than Extra Work) bears to the total amount of such Work performed and to be performed (other than Extra Work), and

C. 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 subparagraphs A and B 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"

30. 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.

31. 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.

32. 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

33. TIME FOR COMPLETION AND DAMAGES FOR DELAY

The Contractor shall complete the performance of all Work under this Contract within 90 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:

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. If 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 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 Three Thousand Dollars ($3000) per calendar day.

34. 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.

35. 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.

36. 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.

37. 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

38. 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 Assistant Chief Engineer for Construction or Engineer of Construction that a particular item of Work is not Extra Work the Contractor shall be compensated therefor as provided in written orders of the Assistant Chief Engineer for Construction or Engineer of Construction 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 $25,000 and subject to the aggregate limit specified in said clause.

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.

39. 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.

40. 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.

41. 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.

42. 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).

43. 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.

44. EXTRA WORK ORDERS

No Extra Work of a cost in excess of $25,000 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 $25,000 or less shall be performed except pursuant to written orders of the Chief Engineer, Deputy Director of Construction or the Engineer of Construction expressly and unmistakably indicating his intention to treat the Work described therein as Extra Work; and, exclusive of Extra Work expressly authorized by or pursuant to a resolution of the Commissioners of the Authority or its Committee on Construction, the Chief Engineer and, subject to the foregoing limitation, the Deputy Director of Construction and the Engineer of Construction, shall have authority to order any item of Extra Work, if the cost thereof to the Authority together with the cost of all other Extra Work previously ordered and not expressly authorized as aforesaid will not in the aggregate be in excess of the sum specified in the letter of acceptance of the Contractor's Proposal as the limit on such authority to order Extra Work; provided, however, that Extra Work in excess of such aggregate amount may be ordered as above provided to the extent expressly authorized in a writing signed by the Executive Director of the Authority delegating authority vested in him pursuant to the By-Laws or a resolution of the Commissioners of the Authority or its Committee on Construction and in the case of Extra Work ordered by the Deputy Director of Construction or Engineer of Construction to the extent expressly authorized in a writing signed by the Chief Engineer delegating authority vested in the Executive Director as aforesaid, which in turn was vested in him by the Executive Director.

In the absence of such an order signed by the Chief Engineer in the case of Extra Work of a cost in excess of $25,000 and by the Chief Engineer or Deputy Director of Construction or Engineer of Construction in the case of Extra Work of a cost of $25,000 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 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.

45. 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.

46. 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.

47. 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.

48. 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.

49. 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.

50. 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.

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.

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, 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.

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.

The provisions of this numbered clause shall not be impaired by any rights the Contractor might otherwise have to limitation or apportionment of damages under the law of admiralty or to limitation of liability under 33 U.S.C.A. Chapter 9 (Protection of Navigable Waters and of Harbor and River Improvements), 46 U.S.C.A. Chapter 8 (Limitation of Vessel Owner's Liability), and any other similar statutes, and as between the Contractor and the Authority, the Contractor hereby waives any such rights. Moreover, the Contractor also waives any rights to limitation of liability under such law or statutes in connection with damage which may occur to property of the Authority arising out of or in connection with performance of the Contract whether the right to recover for such damage arises under this Contract or otherwise.

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. ENVIRONMENTAL INSURANCE PROCURED BY THE AUTHORITY

The Authority will procure and maintain in force an Owner Controlled Environmental Insurance Policy covering the Contractor's pollution legal liability and professional liability, including cleanup, with a limit of $20,000,000 each claim and in the aggregate and a deductible of $100,000 as it relates to the Work of this Contract for dredging and disposal of dredged material. The policy will be in effect commencing on the date that the Port Authority awards this Contract and will include the Contractor and approved subcontractors as named insureds for such period that is appropriate for the methods used by the Contractor and subcontractors for dredging and disposal of dredged material.

Such policy shall (i) be expressly endorsed for dredging locations to be dredged under this Contract, transportation routes, and material disposition site(s), (ii) contain provisions for claims disputes and coverage to be litigated in courts only in the states of New York and New Jersey, USA, having jurisdiction, and not be limited to arbitration, and (iii) provide for coverage that the material may be considered a hazardous substance/waste under applicable law including, but not limited to, Resource Conservation and Recovery Act (RCRA) and/or Comprehensive Environmental Response Compensation and Liability Act (CERCLA) and/or the Toxic Substance Control Act (TSCA). It should be noted that the substance might be considered "hazardous" under CERCLA, but not necessarily "hazardous" under RCRA and that such materials if RCRA "hazardous" would require a manifest and disposal under RCRA at a Subtitle C hazardous waste disposal facility.

The Contractor and the subcontractors must refer to the policy form to determine all coverages included and excluded and to determine their rights and responsibilities as insureds under the policy form. A copy of the policy may be examined during normal business hours by the Contractor or, at the Contractor's request, by any of the subcontractors performing Work for the Contractor under this Contract, at the office of the General Manager, Risk Management/Treasury, The Port Authority of NY and NJ, 225 Park Avenue South, 12th Floor, New York, NY 10003. The Contractor and the subcontractors are responsible for payment for all losses within the deductible and losses not covered by the Owner Controlled Environmental Insurance Policy.

The Contractor and subcontractors shall comply with all obligations as insureds under or in connection with the above policy.

57. INSURANCE PROCURED BY CONTRACTOR

A. The Contractor shall take out and maintain at its own expense Commercial General Liability Insurance including but not limited to Premises-Operations, Completed Operations, Independent Contractor coverages, including contractual liability coverage (including coverage on or within 50 ft. of railroad property, if applicable) covering the obligations assumed under this Contract; and, in addition, Commercial Automobile Liability Insurance covering owned, non-owned and hired autos, both insurances in limits of not less than $5,000,000 per occurrence/accident for Bodily Injury Liability and Property Damage Liability. Moreover, the General Commercial Liability policy shall not contain any provisions (other than a Professional Liability exclusion, if any) for exlusions from liability other than provisions or excursions from liability forming part of the standard, basic unamended and underscored Commercial Liability Policy.

B. The Contractor shall take out and maintain at its own expense Maritime Protection Indemnity Insurance (that will "pay on behalf of" basis), and Charter Legal Liability, where applicable, relating to the operation, maintenance, or use of any vessel (whether self-propelled or being towed) in connection with work to be performed in this Contract, in a limit of liability of not less than $5,000,000 for any one occurrence, including Masters and members of crews of vessels.

C. The Liability Policies in clauses A & B above shall include the Port Authority, The State of New Jersey, The State of New York, The City of New York, The New Jersey Department of Environmental Protection, The New York State Department of Environmental Conservation, the Members of the New Jersey Tidelands Resource Council, the New Jersey Fund for the Support of Free Public Schools, and the cities of Bayonne, Newark and Elizabeth as additional insureds.

D. The liability policies in clauses A & B above shall be specifically endorsed that, The insurer shall not, without obtaining the express advance written permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the Tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

The certificate (s) of insurance shall contain this language.

E. The Contractor shall take out and maintain Workers Compensation Insurance and Employers Liability Insurance (including other states coverage) in accordance with the requirements of law. The policy shall include the United States Longshore and Harbor Workers Compensation Act Endorsement. If the Contractor's Work is on or within 50 ft. of railroad property, the Contractor shall have the Workers' Compensation policy endorsed to include amendments to coverage B-Federal Employers' Liability Act in limits of not less than $1,000,000.

F. If the Contractor requires one or more Subcontractors in this contract to procure the required insurance under this section called (Insurance Procured by Contractor), that Subcontractor must provide evidence for the same insurance as required in clauses A through E above. The liability policies of the Subcontractor must include the Port Authority, The State of New Jersey, The State of New York, The City of New York, The New Jersey Department of Environmental Protection, The New York State Department of Environmental Conservation, the Members of the New Jersey Tidelands Resource Council, the New Jersey Fund for the Support of Free Public Schools, and the cities of Bayonne, Newark and Elizabeth as additional insureds.

G. Each of the liability policies carried by the Contractor and Subcontractors shall provide coverage for cross-liability/severability of interests.

H. Each of the policies above shall contain a provision that the policies may not be canceled, terminated, or modified without sixty (60) days written notice to the General Manager, Risk Management, (Dredging Program) Port Authority of New York and New Jersey, 225 Park Avenue South, 12th Floor, New York, NY 10003.

I. Within five (5) days after acceptance of its Proposal, the Contractor shall deliver to the General Manager, Risk Management, at the above address, a certificate (in duplicate) evidencing the policies above, and stating the Contract number. Upon request of the General Manager, Risk Management, the Contractor shall furnish the Port Authority with a certified copy of each policy, including provisions establishing the premiums. The certificate(s) of insurance shall also state the same language in clauses C, D, G and H. Where applicable, the Subcontractors must comply with this clause I.

J. The requirements of these insurance clauses are for the greater assurance of the Port Authority that the Contractor will be financially able to discharge its obligations under the clause hereof entitled "Risks Assumed by the Contractor" and shall not in any way be construed as a limitation of the nature of extent of its obligations.

K. If at any time the above liability insurance should be canceled, terminated or modified so that insurance is not in effect as above required, then, if the General Manager shall so direct, the Contractor shall suspend performance of the Contract at the premises. If the Contract is so suspended, no extension of time shall be due on account thereof. If the Contract is not suspended (whether or not because of omission of the General Manager to order suspension), then the Authority may, at its option, obtain insurance affording coverage equal to the above required cost of such insurance which costs the Contractor shall pay to the Authority.

L. At any time during this Contract, at the Port Authority expense, the Port Authority may require the Contractor to change or modify the limits and coverages for the requirements stated in this 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 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 undersigned[23] Contractor and surety company (or companies), as principal and surety (or sureties), respectively,

Contractor	Surety

[23] 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 _____".

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned[23] Contractor and surety company (or companies), as principal and surety (or sureties), respectively,

Contractor	Surety

23 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 HH-654.121 - "Howland Hook Marine Terminal - Maintenance Dredging", 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.

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 HH-654.121 - "Howland Hook Marine Terminal - Maintenance Dredging", 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.

_____

Principal

(Seal)

By [24] _____

_____

Surety

By[25] _____

APPROVED AS TO ACCEPTABILITY OF SURETIES:

_____

Credit Manager

_____ 20

---

24 If bond is signed by an officer or agent, give title; if signed by a corporation, affix corporate seal.

25 Add signatures of additional sureties, if any.

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.

_____

Principal

(Seal)

By [24] _____

_____

Surety

By[25] _____

APPROVED AS TO ACCEPTABILITY OF SURETIES:

_____

Credit Manager

_____ 20

---

24 If bond is signed by an officer or agent, give title; if signed by a corporation, affix corporate seal.

25 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

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

69. CONSTRUCTION REQUIRED BY THE SPECIFICATIONS

These Specifications relate generally to performing maintenance dredging at the Howland Hook Marine Terminal, including dewatering, processing dredged material, transportation and delivery of the processed dredged material to the UTEX/380 off-loading facility in Staten Island, New York, and related Work.

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.

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.

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.

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 facility operations and maintenance and tenant shipping terminal operations 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

The Contract Drawings which accompany and form a part of these Specifications bear the general title "The Port Authority of NY & NJ - Howland Hook Marine Terminal - Maintenance Dredging - Contract HH-654.121" and are separately numbered and entitled as follows:

G001	TITLE SHEET	General
GT001	LOCATION PLAN, INDEX OF DRAWINGS AND GENERAL NOTES	Geotechnical
GT002	SITE PLAN, LEGEND, AND ABBREVIATIONS	Geotechnical
GT003	SECTION A AND SECTION B	Geotechnical

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.

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.

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 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, 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.

Should any vessel, equipment, plant, material, object or debris of any kind used in connection with the Contract or located at or in transit to or from the construction site be sunk, lost, dumped or go adrift under any circumstances, whether or not in navigable water, which in the opinion of the Engineer may, at the time or potentially, be dangerous to or obstruct any navigation or interfere in any way with other work by or for the Authority or with the use of the Authority facilities, the Contractor shall recover and remove the same immediately. The Contractor shall give immediate notice with description and location of such items to the Engineer and when required shall mark or buoy such items until they are removed. The foregoing obligations under this numbered Section shall not be impaired by any right which the Contractor might otherwise have to abandon such vessel, equipment, plant, material, object or debris of any kind without further obligation on his part, and the Contractor waives any such right.

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/will apply for the following permit(s) in connection with this Contract in its own name:

A. New York State Department of Environmental Conservation, Tidal Wetlands Permit, dated July 20, 2006

B. U.S. Army Corps of Engineers, Permit No. 2006-0057

C. State of New York – Department of State – General Concurrence F-2006-0051.

D. Request for Permit Modification to NYS DEC Permit No. 2-6401-00048/00028-00030

The Contractor shall comply with all provisions of the said permits. Copies of the permits and permit modification request are attached hereto and made a part hereof under PERMITS.

88. U.S. COAST GUARD SECURITY REQUIREMENTS

The Contractor is advised that in conjunction with Port Security Provisions for the Port of New York and New Jersey a 25 yard security or exclusionary area has been established by the United States Coast Guard around all bridges, piers and other facilities on the waterfront in the Greater New York/New Jersey area. No person or vessel may enter these security areas without the approval of the Coast Guard Captain of the Port and Vessel Traffic Service Activities New York as well as the Commander, First Coast Guard District Bridge Branch.

All requests to enter into these security zones shall be made in writing to Captain of the Port of New York not less than 30 days prior to the intended date of entry into the zone. Requests must be submitted to the U.S. Coast Guard Waterways Oversight Branch at Commanding Officer, U.S. Coast Guard Activities New York (WOB), 212 Coast Guard Drive, Staten Island, NY 10305; (718) 354-4193 or 4355 and must contain a complete list of all personnel that will enter into the security zones, complete vessel information and, if appropriate, a copy of Coast Guard Bridge Branch construction approval.

The following information is required:

A. Employee's name, social security number and date of birth.

B. Contractor's supervisor name and telephone number.

C. Name, type, size of barge/vessel/boat.

D. Project start and end dates, working hours and days.

After background checks of all personnel have been completed, Coast Guard Captain of the Port will issue a letter specifying personnel and vessels authorized to enter the security zone.

After initial written approval for entry has been received, the Contractor shall notify the Coast Guard (Vessel Traffic Service 718-354-4088) daily prior to entering and upon securing for the day or leaving the site.

If additional, or changes in existing personnel, are required said information identified above shall be transmitted as above, as early as possible, but not less than 96 hours in advance of the expected change.

Failure to comply with the above Security Zone Requirements and Conditions is punishable under Federal Law by arrest, prosecution, and or civil penalties.

89. 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.

90. 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.

91. 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.

92. 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.

93. 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.

94. 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.

95. 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.

96. 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.

97. 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.

98. 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.

Make arrangements for securing, and pay all costs for heat, light, power, water, and other services which may be required for the performance of the Contract.

99. TEMPORARY SANITARY FACILITIES

Make arrangements for securing and pay all costs for 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.

100. PROGRESS SCHEDULE

A. Within fifteen calendar days after acceptance of the Contractor's Proposal, the Contractor shall prepare and submit a progress schedule for the approval of the Engineer. The progress schedule shall show the dates for the commencement and completion of the items of work of the Contract and all Contract Milestones. The Contractor shall revise and resubmit the progress schedule until approved by the Engineer.

B. After the approval of such progress schedule, at least once a month or more frequently as directed by the Engineer, the Contractor shall update the progress schedule showing for each such item of work of the Contract the actual start dates, physical percent complete, expected completion dates (for activities in progress), a brief narrative explaining how the planned completion will be achieved, and the actual completion dates. No logic or duration changes shall be made therein without the written approval of the Engineer.

C. Approval of any progress schedule shall not relieve the Contractor of his obligation to complete the work by the time(s) required in the Contract and in accordance with all other Contract provisions, even though the schedule approved may be inconsistent with such completion.

D. 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 anytime it is likely that the Work may not be completed by the time(s) required in the 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 required to ensure the completion of the various operations within the time(s) allotted therefore in the approved schedule or by the Contract completion time(s).

E. In addition to the Authority's other rights, should the Contractor fail to comply with any provision of this Section, the Engineer 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 it deems necessary or desirable, all as more fully provided in the clause of the Form of Contract entitled "Withholding of Payments".

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.) As used herein, areas included under the jurisdiction of the Authority shall mean those areas opposite and adjacent to the Authority property and bounded on the water side by the U.S. Pierhead or Bulkhead lines.

2.) Securely fasten material or construction which must be left in place in a manner approved by the Engineer so as not to be a hazard.

3.) At no time will the Contractor be permitted to moor water-borne scows or vessels of any description at locations which would interfere with any ship arrival or departure operations within the port area.

4.) Take all precautions necessary for protection of persons, shipping, traffic and property during dredging or other operations which may damage property or the environment or injure persons or cause an adverse effect on navigation.

5.) Subaqueous stockpiling of dredged material is not permitted.

6.) Do not wash debris, waste materials or chemicals of any type into waterways.

7.) 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.

8.) The Contractor shall furnish such facilities and give assistance for inspection as the Engineer may direct and shall secure for the Engineer and his Inspectors free access to all parts of his plant. Transportation shall be furnished to the dredging Inspector of the Authority to and from a convenient shore landing at the beginning and ending of dredging and disposal operations, as required.

9.) The Engineer, in accordance with the Section of Division 1 entitled, "Inspections and Rejections", may at his sole option, take sample(s) of materials dredged. The total quantity of materials taken will not exceed two (2) cubic feet.

10.) Immediately prior to the start of dredging in an area, the Contractor shall, in the presence of the Engineer, inspect the condition of any fender system in or near work areas. In addition, the Contractor shall reinspect such area every working day, in the presence of the Engineer, to determine the daily condition of the fender system.

11.) 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. Hours of Work

1.) The Contractor will be permitted to perform the Work of this Contract without restrictions as to Work hours.

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 on a Federal legal holiday or a holiday of the state in which Work is being performed, unless otherwise permitted by the Engineer.

B. Construction Staging

1.) One berth will be made available each day to the Contractor for dredging operations, as directed by the Engineer.

(END OF SECTION)

DIVISION 2

SECTION 02483

DREDGING - NO BARGE OVERFLOW PERMITTED

PART 1 - GENERAL

1.01 SUMMARY

A. This Section specifies requirements for dredging of all materials of whatever nature encountered within the areas shown on the Contract Drawings including materials that may slough in from the side slopes.

1.02 QUALITY ASSURANCE

A. Verify that the entity performing dredging has within the two (2) years preceding the date of submission of the Proposal for this Contract, been engaged in dredging within the navigable waters of the United States, as defined in 33 CFR 329.4, and within such time has successfully completed at least one dredging contract involving dredging of a quantity of material not less than that required for Work of this Contract. In addition, verify that such entity has successfully completed, at any time, at least one contract for dredging of a quantity of material within the navigable waters of the United States, as defined herein, using the dredging method or methods selected by the Contractor for use under this Contract.

B. Establish and maintain control of dredging and disposition operations to ensure that the following are in compliance with Contract requirements:

1. Perform dredging to the lines and grades shown on the Contract Drawings.

2. Transport the Processed Dredged Material (PDM) to the off-loading location stipulated in the Contract Drawings. The PDM off-loading and placement will be performed by others.

1.03 Not Used.

1.04 SUBMITTALS

For Submittals, see Appendix A

PART 2 - PRODUCTS

Not applicable.

PART 3 - EXECUTION

3.01 PREPARATION

A. In the event that floating fender bumpers (such as camels or deadmen) interfere

with operations of the Work of this Contract, temporarily relocate them to an area approved by the Engineer and then re-secure them in the original area when operations in that immediate area are complete, or when so directed by the Engineer.

B. Fathometer Soundings

1. Prior to commencement of dredging to be performed under this Section of the Specifications, take continuous profile fathometer soundings at a maximum spacing of ten (10) feet shown throughout the areas to be dredged and extending at least one hundred (100) feet beyond the perimeter of the areas to be dredged or to the face of the bulkhead or pier as applicable.

2. Fathometer soundings shall be taken to an accuracy of 0.1 feet.

3. All fathometer data shall be signed by a certified hydrographer licensed in the State of New York.

C. Lead Soundings

1. Take soundings using a nine-inch diameter, perforated lead disk weighing 6.6 pounds.

2. Lead soundings shall be taken in areas where the Engineer finds fathometer soundings to be impractical or not of sufficient accuracy.

3. Take lead soundings in the presence of the Engineer prior to commencement of dredging.

4. Take soundings by gently lowering the lead disk until the weight is fully supported by the bottom and slack appears in the line.

5. Take soundings to an accuracy of 0.1 feet.

3.02 DREDGING OPERATIONS

A. All dredging methods shall conform to the following and shall be subject to the approval of the Engineer:

1. Dredge using an environmental bucket(s).
2. The environmental bucket shall meet the following specifications:

a). The bucket must be constructed with sealing gaskets or overlapping sealed design at the jaws, and seals or flaps positioned at locations of vent openings to minimize the loss of material during transport through the water column and into the barge.

b). Any seals or flaps designed and/or installed at the jaws and locations of vent openings must tightly cover these openings while the bucket is lifted through the water column and into the barge. If excessive loss of water and/or sediments from the bucket is observed from the time of its breaking the water surface to crossing the barge gunwale, the Engineer shall halt dredging operations and inspect the bucket for defects. Operations shall be suspended until all necessary repairs or

replacements are made.

3. All materials dredged including water that may inadvertently become trapped in the bucket during dredging shall be deposited into the barge (scow).

4. No barge (scow) overflow is permitted.

5. Ensure that the entity performing the dredging Work of this Section minimizes the amount of water entering the barge (scow) by such methods as taking full depth cuts of material to be dredged and using appropriately sized buckets.

6. The bucket must be lowered to the level of the barge gunwales prior to the release of the load.

B. Perform dredging to elevations shown on the Contract Drawings.

C. Upon completion of dredging, remove any material that may have been deposited in areas adjacent to the dredged areas, as shown by the soundings required in 3.04 herein.

D. Within a distance of 50 feet from the face of wharf or other structures, replace material removed outside the limits of the area to be dredged or below the "Allowable Overdredge" with material of equivalent weight, strength and stability as the in-situ material, as approved by the Engineer and at no additional cost to the Authority. Since dredging beyond the "Allowable Overdredge" may affect the stability of the structures, the Contractor shall be liable for any damage to said structures which occurs as the result of dredging beyond the aforesaid limits. Also, in the event that fines or penalties are levied by regulatory agencies because of dredging outside the limits of dredging or below the allowable overdredge, the Contractor shall assume the risk of all fines or penalties imposed.

E. Exercise extreme care when operating in the vicinity of any structure and repair, to the satisfaction of the Engineer and at no additional cost to the Authority, all damage occurring as a result of the operations of the Work of this Contract.

3.03 DREDGED MATERIAL

Comply with all applicable requirements of each of the following:

1. The permits stipulated in the Section of Division 1 - GENERAL PROVISIONS entitled "Laws and Ordinances";

2. All local, state and Federal agencies that would have jurisdiction, if the Authority were a private corporation.

a. Perform operations and use equipment for Work under this Contract in such a way that no dredged materials leak into or are deposited into navigable channels during their removal or transportation. Should

leakage occur, remove such materials and immediately correct the condition that caused such leakage or discharge at no cost to the Authority.

b. Decant water shall be discharged at the dredging site in accordance with the following conditions:

i). A barge load must be allowed to settle for a minimum of 24 hours prior to discharge.

ii). The discharge must be visually monitored at all times. Should a visible plume be observed, discharge must cease immediately and additional settling time provided prior to continuing the discharge.

3.04 POST-DREDGING SOUNDINGS

After dredging to required elevation(s), obtain soundings in the manner specified in 3.01 B herein.

END OF SECTION

SECTION 02483

DREDGING - NO BARGE OVERFLOW PERMITTED

APPENDIX "A"

SUBMITTALS

A. Submit the following in accordance with the requirements of "Shop Drawings, Catalog Cuts, and Samples" of Division 1 - GENERAL PROVISIONS:

1. Original bathymetric data on compact disks (CD's). Such CD's shall become the property of the Authority.

2. Calculations of the total volume of material to be dredged to design depth and to design plus paid overdepth.

3. Unless stipulated otherwise in any of the permits issued for Work under this Contract, submit drawings showing the plan layout of the soundings taken before and after dredging and indicating the depths below mean low water (MLW NGVD 1929). The drawings shall be to a scale of 1 inch equals 40 feet. Submit such drawings as follows:

   a. Soundings for a pre-dredging survey, as required by 3.01B and 3.01C herein, with an estimate of the total volume of material to be removed, not less than thirty (30) calendar days prior to commencement of dredging. Volumes shall be for the design depth (Dredge Line) as well as for the design depth plus paid overdepth as shown on the drawings.

   b. Soundings for a post-dredging survey as required by 3.04 herein, with a calculation of the volume of material actually removed, immediately after completion of dredging "Material for Upland Disposal". Volumes shall be for the design depth, the design depth plus paid overdepth and for the total volume removed. Show data points for recordings less than the "Dredge Line" depth in green and recordings deeper than the "Dredge Line" depth plus two (2) feet (deeper than the "Allowable Overdepth") in red.

B. Submit to the Engineer for approval drawings and performance specifications for the environmental bucket.

END OF APPENDIX "A"

PERMITS

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
Facility DEC ID 2-6401-00048

PERMIT
Under the Environmental Conservation Law (ECL)

Permittee and Facility Information

Permit Issued To:
PORT AUTHORITY OF NEW YORK & NEW JERSEY
2 GATEWAY CENTER - 14 SW
NEWARK, NJ 07102

Facility:
HOWLAND HOOK MARINE TERMINAL
300 WESTERN AVENUE
STATEN ISLAND, NY

Facility Location: in RICHMOND COUNTY Village: Staten Island
Facility Principal Reference Point: NYTM-E: 568.9 NYTM-N: 4499.5
Latitude: 40°38'36.5" Longitude: 74°11'06.4"
Project Location: Howland Hook Marine Terminal - Arthur Kill,
Authorized Activity: Perform initial maintenance dredging of approximately 8,500 cubic yards of sediment, with two additional maintenance dredging cycles over the next ten years not to exceed approximately 20,000 cubic yards. New dredging of approximately 35,000 cubic yards of rock. Dispose of all dredged material at approved disposal sites.

Permit Authorizations

Tidal Wetlands - Under Article 25
Permit ID 2-6401-00048/00028
New Permit Effective Date: 7/20/2006 Expiration Date: 7/19/2016
Excavation & Fill in Navigable Waters - Under Article 15, Title 5
Permit ID 2-6401-00048/00029
New Permit Effective Date: 7/20/2006 Expiration Date: 7/19/2016
Water Quality Certification - Under Section 401 - Clean Water Act
Permit ID 2-6401-00048/00030
New Permit Effective Date: 7/20/2006 Expiration Date: 7/19/2016

NYSDEC Approval

By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this permit.

Permit Administrator: JOHN F CRYAN, Regional Permit Administrator
Address: NYSDEC REGION 2 HEADQUARTERS
47-40 21ST ST
LONG ISLAND CITY, NY 11101 -5407

Authorized Signature: _____ Date: 07/20/06

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
Facility DEC ID 2-6401-00048

Permit Components

NATURAL RESOURCE PERMIT CONDITIONS

WATER QUALITY CERTIFICATION SPECIFIC CONDITION

GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

NATURAL RESOURCE PERMIT CONDITIONS - Apply to the Following Permits: TIDAL WETLANDS; EXCAVATION & FILL IN NAVIGABLE WATERS; WATER QUALITY CERTIFICATION

1. **Conformance With Plans** All activities authorized by this permit must be in strict conformance with the approved plans submitted by the applicant or applicant's agent as part of the permit application. Such approved plans were prepared by Port Authority of New York & New Jersey, project description and drawings included with NYSDEC Permit Application 2-6401-00048/00028 under cover letter dated January 10, 2006.

2. **Notice of Intent to Commence Work** At least five (5) days prior to commencement of the permitted activity, Permittee must complete and submit the attached "Notice of Intent to Commence Work" to NYSDEC Bureau of Marine Resources, 47-40 21st Street, Long Island City, New York 11101 (Attention Stephen Zahn).

3. **Information Prior to Maintenance Dredging** At least sixty (60) days prior to the start of any future maintenance dredging, Permittee must provide the following information to: NYSDEC Marine Resources, 47-40 21st Street, long island City, New york 11101 (Attention: Stephen Zahn):

A. Current and proposed bathymetric survey.

B. Results of recent sediment analysis (i.e. chemical and physical properties).

C. Volume estimates of material to be dredged.

D. Identification of the disposal location.

4. **Environmental Bucket** An 'environmental bucket' is required for dredging silt and/or other fine-grained unconsolidated material. At least 10 days prior to the anticipated start date of dredging, Permittee must provide drawings and performance specifications of the environmental bucket to: NYSDEC Marine Resources, 47-40 21st Street, long island City, New York 11101 (Attention: Stephen Zahn). The following bucket specifications are required:

i. The bucket must be constructed with sealing gaskets or overlapping sealed design at the jaws, and seals or flaps positioned at locations of vent openings to minimize the loss of material during transport through the water column and into the barge.

ii. Any seals or flaps designed and/or installed at the jaws and locations of vent openings must tightly

cover these openings while the bucket is lifted through the water column and into the barge. If excessive loss of water and/or sediments from the bucket is observed from the time of its breaking the water surface to crossing the barge gunwale, the inspector shall halt dredging operations and inspect the bucket for defects. Operations shall be suspended until all necessary repairs or replacements are made.

B. Bucket hoist speed must be limited to approximately 2 feet per second. The bucket shall be lifted in a continuous motion through the water column and into the barge.

C. The bucket must be lowered to the level of the barge gunwales prior to the release of load.

D. There must be no barge overflow when dredging silt and/or other fine-grained unconsolidated material.

5. **Blasting Plan** At least thirty (30) days prior to conducting any blasting activity, Permittee must provide a blasting plan for review and approval to: NYSDEC Marine Resources, 47-40 21st Street, Long Island City, New York 11101 (Attention: Stephen Zahn). (718 - 482 - 4900)

6. **Dredging Prohibited between January 1st and May 31st** Dredging is prohibited between January 1st and May 31st.

7. **Army Corps Certified Inspector** An Army Corps. certified inspector must be on-site to observe the dredging and dewatering operations during both new and maintenance dredging operations.

8. **Daily Field Reports** On-site inspector must file a daily field reports with NYSDEC (Attention: Stephen Zahn, Fax to: 718-482-4902 or e-mail to: smzahn@gw.dec.state.ny.us). The report must identify any instances of non-compliance (i.e. malfunctioning bucket or visible plumes at discharge) and the remedies employed to correct the situation.

9. **Discharge of Decant Water** Decant water may be discharged at the dredging site provided the following:

A. The barge load must be allowed to settle for a minimum period of 24 hours prior to discharge.

B. The discharge must be visually monitored at all times. Should a visible plume be observed, discharge must cease and additional settling time provided prior to continuing the discharge.

10. **Precautions Against Contamination of Waters** All necessary precautions shall be taken to preclude contamination of any wetland or waterway by suspended solids, sediments, fuels, solvents, lubricants, epoxy coatings, paints, concrete, leachate or any other environmentally deleterious materials associated with the project.

11. **Minimize Adverse Impacts to Wetlands, Wildlife, Water** All work must be performed in a manner which minimizes adverse impacts to wetlands, wildlife, water quality and natural resources.

12. **No Interference With Navigation** There shall be no unreasonable interference with navigation by the work herein authorized.

13. **Prior Approval of Changes** If the Permittee desires to make any changes in construction techniques, species to be planted, the site plan, any mitigation plan, scheduling or staging of construction, or any other aspect of this project, the Permittee shall submit a written request to the Regional Permit Administrator to make such proposed changes and shall not make such changes unless

authorized in writing by the Department.

14. **Failure to Meet Permit Conditions** Failure of the permittee to meet all the conditions of this permit is a violation of this permit and grounds for an order to immediately cease the permitted activity at the project site.

15. **State May Order Removal or Alteration of Work** If future operations by the State of New York require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Department of Environmental Conservation it shall cause unreasonable obstruction to the free navigation of said waters or flood flows or endanger the health, safety or welfare of the people of the State, or cause loss or destruction of the natural resources of the State, the owner may be ordered by the Department to remove or alter the structural work, obstructions, or hazards caused thereby without expense to the State, and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the owners, shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable and flood capacity of the watercourse. No claim shall be made against the State of New York on account of any such removal or alteration.

16. **State May Require Site Restoration** If upon the expiration or revocation of this permit, the project hereby authorized has not been completed, the applicant shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may require, remove all or any portion of the uncompleted structure or fill and restore the site to its former condition. No claim shall be made against the State of New York on account of any such removal or alteration.

17. **State Not Liable for Damage** The State of New York shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the State for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.

WATER QUALITY CERTIFICATION SPECIFIC CONDITIONS

1. **Water Quality Certification** The NYS Department of Environmental Conservation hereby certifies that the subject project will not contravene effluent limitations or other limitations or standards under Sections 301, 302, 303, 306 and 307 of the Clean Water Act of 1977 (PL 95-217) provided that all of the conditions listed herein are met.

GENERAL CONDITIONS - Apply to ALL Authorized Permits:

1. **Facility Inspection by The Department** The permitted site or facility, including relevant records, is subject to inspection at reasonable hours and intervals by an authorized representative of the Department of Environmental Conservation (the Department) to determine whether the permittee is complying with this permit and the ECL. Such representative may order the work suspended pursuant to ECL 71-0301 and SAPA 401(3).

The permittee shall provide a person to accompany the Department's representative during an inspection to the permit area when requested by the Department.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
Facility DEC ID 2-6401-00042

A copy of this permit, including all referenced maps, drawings and special conditions, must be available for inspection by the Department at all times at the project site or facility. Failure to produce a copy of the permit upon request by a Department representative is a violation of this permit.

2. Relationship of this Permit to Other Department Orders and Determinations Unless expressly provided for by the Department, issuance of this permit does not modify, supersede or rescind any order or determination previously issued by the Department or any of the terms, conditions or requirements contained in such order or determination.

3. Applications For Permit Renewals, Modifications or Transfers The permittee must submit a separate written application to the Department for permit renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires. Any renewal, modification or transfer granted by the Department must be in writing. Submission of applications for permit renewal, modification or transfer are to be submitted to:

Regional Permit Administrator
NYSDEC REGION 2 HEADQUARTERS
47-40 21ST ST
LONG ISLAND CITY, NY11101 -5407

4. Submission of Renewal Application The permittee must submit a renewal application at least 30 days before permit expiration for the following permit authorizations: Tidal Wetlands, Excavation & Fill in Navigable Waters, Water Quality Certification.

5. Permit Modifications, Suspensions and Revocations by the Department The Department reserves the right to modify, suspend or revoke this permit. The grounds for modification, suspension or revocation include:

a. materially false or inaccurate statements in the permit application or supporting papers;

b. failure by the permittee to comply with any terms or conditions of the permit;

c. exceeding the scope of the project as described in the permit application;

d. newly discovered material information or a material change in environmental conditions, relevant technology or applicable law or regulations since the issuance of the existing permit;

e. noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.

6. Permit Transfer Permits are transferrable unless specifically prohibited by statute, regulation or another permit condition. Applications for permit transfer should be submitted prior to actual transfer of ownership.

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification

The permittee, excepting state or federal agencies, expressly agrees to indemnify and hold harmless the Department of Environmental Conservation of the State of New York, its representatives, employees, and agents ("DEC") for all claims, suits, actions, and damages, to the extent attributable to the permittee's acts or omissions in connection with the permittee's undertaking of activities in connection with, or operation and maintenance of, the facility or facilities authorized by the permit whether in compliance or not in compliance with the terms and conditions of the permit. This indemnification does not extend to any claims, suits, actions, or damages to the extent attributable to DEC's own negligent or intentional acts or omissions, or to any claims, suits, or actions naming the DEC and arising under Article 78 of the New York Civil Practice Laws and Rules or any citizen suit or civil rights provision under federal or state laws.

Item B: Permittee's Contractors to Comply with Permit
The permittee is responsible for informing its independent contractors, employees, agents and assigns of their responsibility to comply with this permit, including all special conditions while acting as the permittee's agent with respect to the permitted activities, and such persons shall be subject to the same sanctions for violations of the Environmental Conservation Law as those prescribed for the permittee.

Item C: Permittee Responsible for Obtaining Other Required Permits
The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way that may be required to carry out the activities that are authorized by this permit.

Item D: No Right to Trespass or Interfere with Riparian Rights
This permit does not convey to the permittee any right to trespass upon the lands or interfere with the riparian rights of others in order to perform the permitted work nor does it authorize the impairment of any rights, title, or interest in real or personal property held or vested in a person not a party to the permit.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
Facility DEC ID 2-6401-00048

PERMIT

Under the Environmental Conservation Law (ECL)

Permittee and Facility Information

Permit Issued To:
PORT AUTHORITY OF NEW YORK & NEW JERSEY
2 GATEWAY CENTER - 14 SW
NEWARK, NJ 07102

Facility:
HOWLAND HOOK MARINE TERMINAL
300 WESTERN AVENUE
STATEN ISLAND, NY

Facility Location: in RICHMOND COUNTY **Village:** Staten Island
Facility Principal Reference Point: NYTM-E: 568.9 NYTM-N: 4499.5
Latitude: 40°38'36.5" Longitude: 74°11'06.4"
Project Location: Howland Hook Marine Terminal - Arthur Kill,
Authorized Activity: Perform initial maintenance dredging of approximately 8,500 cubic yards of sediment, with two additional maintenance dredging cycles over the next ten years not to exceed approximately 20,000 cubic yards. New dredging of approximately 35,000 cubic yards of rock. Dispose of all dredged material at approved disposal sites.

Permit Authorizations

Tidal Wetlands - Under Article 25
Permit ID 2-6401-00048/00028
New Permit Effective Date: 7/20/2006 Expiration Date: 7/19/2016
Excavation & Fill in Navigable Waters - Under Article 15, Title 5
Permit ID 2-6401-00048/00029
New Permit Effective Date: 7/20/2006 Expiration Date: 7/19/2016
Water Quality Certification - Under Section 401 - Clean Water Act
Permit ID 2-6401-00048/00030
New Permit Effective Date: 7/20/2006 Expiration Date: 7/19/2016

NYSDEC Approval

By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this permit.

Permit Administrator: JOHN F CRYAN, Regional Permit Administrator
Address: NYSDEC REGION 2 HEADQUARTERS
47-40 21ST ST
LONG ISLAND CITY, NY 11101 -5407

Authorized Signature: _____ Date 07/20/06

Permit Components

NATURAL RESOURCE PERMIT CONDITIONS

WATER QUALITY CERTIFICATION SPECIFIC CONDITION

GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

NATURAL RESOURCE PERMIT CONDITIONS - Apply to the Following Permits: TIDAL WETLANDS; EXCAVATION & FILL IN NAVIGABLE WATERS; WATER QUALITY CERTIFICATION

1. **Conformance With Plans** All activities authorized by this permit must be in strict conformance with the approved plans submitted by the applicant or applicant's agent as part of the permit application. Such approved plans were prepared by Port Authority of New York & New Jersey, project description and drawings included with NYSDEC Permit Application 2-6401-00048/00028 under cover letter dated January 10, 2006.

2. **Notice of Intent to Commence Work** At least five (5) days prior to commencement of the permitted activity, Permittee must complete and submit the attached "Notice of Intent to Commence Work" to NYSDEC Bureau of Marine Resources, 47-40 21st Street, Long Island City, New York 11101 (Attention Stephen Zahn).

3. **Information Prior to Maintenance Dredging** At least sixty (60) days prior to the start of any future maintenance dredging, Permittee must provide the following information to: NYSDEC Marine Resources, 47-40 21st Street, long island City, New york 11101 (Attention: Stephen Zahn);

A. Current and proposed bathymetric survey.

B. Results of recent sediment analysis (i.e. chemical and physical properties).

C. Volume estimates of material to be dredged.

D. Identification of the disposal location.

4. **Environmental Bucket** An 'environmental bucket' is required for dredging silt and/or other fine-grained unconsolidated material. At least 10 days prior to the anticipated start date of dredging, Permittee must provide drawings and performance specifications of the environmental bucket to: NYSDEC Marine Resources, 47-40 21st Street, long island City, New York 11101 (Attention: Stephen Zahn). The following bucket specifications are required:

i. The bucket must be constructed with sealing gaskets or overlapping sealed design at the jaws, and seals or flaps positioned at locations of vent openings to minimize the loss of material during transport through the water column and into the barge.

ii. Any seals or flaps designed and/or installed at the jaws and locations of vent openings must tightly

cover these openings while the bucket is lifted through the water column and into the barge. If excessive loss of water and/or sediments from the bucket is observed from the time of its breaking the water surface to crossing the barge gunwale, the inspector shall halt dredging operations and inspect the bucket for defects. Operations shall be suspended until all necessary repairs or replacements are made.

B. Bucket hoist speed must be limited to approximately 2 feet per second. The bucket shall be lifted in a continuous motion through the water column and into the barge.

C. The bucket must be lowered to the level of the barge gunwales prior to the release of load.

D. There must be no barge overflow when dredging silt and/or other fine-grained unconsolidated material.

5. **Blasting Plan** At least thirty (30) days prior to conducting any blasting activity, Permittee must provide a blasting plan for review and approval to: NYSDEC Marine Resources, 47-40 21st Street, Long Island City, New York 11101 (Attention: Stephen Zahn).

6. **Dredging Prohibited between January 1st and May 31st** Dredging is prohibited between January 1st and May 31st.

7. **Army Corps Certified Inspector** An Army Corps. certified inspector must be on-site to observe the dredging and dewatering operations during both new and maintenance dredging operations.

8. **Daily Field Reports** On-site inspector must file a daily field reports with NYSDEC (Attention: Stephen Zahn, Fax to: 718-482-4502 or e-mail to: smzahn@gw.dec.state.ny.us). The report must identify any instances of non-compliance (i.e. malfunctioning bucket or visible plumes at discharge) and the remedies employed to correct the situation.

9. **Discharge of Decant Water** Decant water may be discharged at the dredging site provided the following:

A. The barge load must be allowed to settle for a minimum period of 24 hours prior to discharge.

B. The discharge must be visually monitored at all times. Should a visible plume be observed, discharge must cease and additional settling time provided prior to continuing the discharge.

10. **Precautions Against Contamination of Waters** All necessary precautions shall be taken to preclude contamination of any wetland or waterway by suspended solids, sediments, fuels, solvents, lubricants, epoxy coatings, paints, concrete, leachate or any other environmentally deleterious materials associated with the project.

11. **Minimize Adverse Impacts to Wetlands, Wildlife, Water** All work must be performed in a manner which minimizes adverse impacts to wetlands, wildlife, water quality and natural resources.

12. **No Interference With Navigation** There shall be no unreasonable interference with navigation by the work herein authorized.

13. **Prior Approval of Changes** If the Permittee desires to make any changes in construction techniques, species to be planted, the site plan, any mitigation plan, scheduling or staging of construction, or any other aspect of this project, the Permittee shall submit a written request to the Regional Permit Administrator to make such proposed changes and shall not make such changes unless

authorized in writing by the Department.

14. **Failure to Meet Permit Conditions** Failure of the permittee to meet all the conditions of this permit is a violation of this permit and grounds for an order to immediately cease the permitted activity at the project site.

15. **State May Order Removal or Alteration of Work** If future operations by the State of New York require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Department of Environmental Conservation it shall cause unreasonable obstruction to the free navigation of said waters or flood flows or endanger the health, safety or welfare of the people of the State, or cause loss or destruction of the natural resources of the State, the owner may be ordered by the Department to remove or alter the structural work, obstructions, or hazards caused thereby without expense to the State, and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the owners, shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable and flood capacity of the watercourse. No claim shall be made against the State of New York on account of any such removal or alteration.

16. **State May Require Site Restoration** If upon the expiration or revocation of this permit, the project hereby authorized has not been completed, the applicant shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may require, remove all or any portion of the uncompleted structure or fill and restore the site to its former condition. No claim shall be made against the State of New York on account of any such removal or alteration.

17. **State Not Liable for Damage** The State of New York shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the State for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.

WATER QUALITY CERTIFICATION SPECIFIC CONDITIONS

1. **Water Quality Certification** The NYS Department of Environmental Conservation hereby certifies that the subject project will not contravene effluent limitations or other limitations or standards under Sections 301, 302, 303, 306 and 307 of the Clean Water Act of 1977 (PL 95-217) provided that all of the conditions listed herein are met.

GENERAL CONDITIONS - Apply to ALL Authorized Permits:

1. **Facility Inspection by The Department** The permitted site or facility, including relevant records, is subject to inspection at reasonable hours and intervals by an authorized representative of the Department of Environmental Conservation (the Department) to determine whether the permittee is complying with this permit and the ECL. Such representative may order the work suspended pursuant to ECL 71-0301 and SAPA 401(3).

The permittee shall provide a person to accompany the Department's representative during an inspection to the permit area when requested by the Department.

A copy of this permit, including all referenced maps, drawings and special conditions, must be available for inspection by the Department at all times at the project site or facility. Failure to produce a copy of the permit upon request by a Department representative is a violation of this permit.

2. **Relationship of this Permit to Other Department Orders and Determinations** Unless expressly provided for by the Department, issuance of this permit does not modify, supersede or rescind any order or determination previously issued by the Department or any of the terms, conditions or requirements contained in such order or determination.

3. **Applications For Permit Renewals, Modifications or Transfers** The permittee must submit a separate written application to the Department for permit renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires. Any renewal, modification or transfer granted by the Department must be in writing. Submission of applications for permit renewal, modification or transfer are to be submitted to:

Regional Permit Administrator
NYSDEC REGION 2 HEADQUARTERS
47-40 21ST ST
LONG ISLAND CITY, NY11101 -5407

4. **Submission of Renewal Application** The permittee must submit a renewal application at least 30 days before permit expiration for the following permit authorizations: Tidal Wetlands, Excavation & Fill in Navigable Waters, Water Quality Certification.

5. **Permit Modifications, Suspensions and Revocations by the Department** The Department reserves the right to modify, suspend or revoke this permit. The grounds for modification, suspension or revocation include:

a. materially false or inaccurate statements in the permit application or supporting papers;

b. failure by the permittee to comply with any terms or conditions of the permit;

c. exceeding the scope of the project as described in the permit application;

d. newly discovered material information or a material change in environmental conditions, relevant technology or applicable law or regulations since the issuance of the existing permit;

e. noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.

6. **Permit Transfer** Permits are transferrable unless specifically prohibited by statute, regulation or another permit condition. Applications for permit transfer should be submitted prior to actual transfer of ownership.

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification

The permittee, excepting state or federal agencies, expressly agrees to indemnify and hold harmless the Department of Environmental Conservation of the State of New York, its representatives, employees, and agents ("DEC") for all claims, suits, actions, and damages, to the extent attributable to the permittee's acts or omissions in connection with the permittee's undertaking of activities in connection with, or operation and maintenance of, the facility or facilities authorized by the permit whether in compliance or not in compliance with the terms and conditions of the permit. This indemnification does not extend to any claims, suits, actions, or damages to the extent attributable to DEC's own negligent or intentional acts or omissions, or to any claims, suits, or actions naming the DEC and arising under Article 78 of the New York Civil Practice Laws and Rules or any citizen suit or civil rights provision under federal or state laws.

Item B: Permittee's Contractors to Comply with Permit
The permittee is responsible for informing its independent contractors, employees, agents and assigns of their responsibility to comply with this permit, including all special conditions while acting as the permittee's agent with respect to the permitted activities, and such persons shall be subject to the same sanctions for violations of the Environmental Conservation Law as those prescribed for the permittee.

Item C: Permittee Responsible for Obtaining Other Required Permits
The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way that may be required to carry out the activities that are authorized by this permit.

Item D: No Right to Trespass or Interfere with Riparian Rights
This permit does not convey to the permittee any right to trespass upon the lands or interfere with the riparian rights of others in order to perform the permitted work nor does it authorize the impairment of any rights, title, or interest in real or personal property held or vested in a person not a party to the permit.

DEPARTMENT OF THE ARMY PERMIT

Permittee: The Port Authority of New York and New Jersey Attn: Chief Engineer
Two Gateway Center 14th floor SW Newark, New Jersey 07102
(973 565 7566)
Permit No.: 2006-00057
Issuing Office: New York District of the US Army Corps of Engineers

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description:
Maintenance dredging of existing previously dredged marine terminal berths (-35 feet and -41 feet Mean Low Water Datum as shown on attached drawings) with beneficial use of the initial 9,000 cubic yards of maintenance dredged material upland at the former Fresh Kills Sanitary Landfill; intentional discharge of dredged material in the form of decant water from settlement of dredged material in barges/scows; and subsequent new-work deepening dredging to -45 feet Mean Low Water Datum in one of the maintenance dredged berths as shown on attached drawings with the 35,000 cubic yards of dredged material (rock) beneficially placed at an existing State of New Jersey regulated Atlantic Ocean fishing reef site, along with ten years of subsequent maintenance dredging with state-approved upland placement of the all maintenance dredged material. The maximum authorized overdepth dredging amount is 2 feet.

All work shall be performed in accordance with the six drawings attached to and made part of this permit, subject to the conditions and terms of this permit, including the special conditions listed below, and the attached New York State Department of Environmental Conservation issued state permit and water quality certificate dated 20 July 2006, numbered 2-6401-00048/00028.

Project Location: IN: The Arthur Kill
AT: The New York Container Terminal in New York City in the Borough of Staten Island, Richmond County, New York.

Permit Conditions:
General Conditions:
1. The time limit for completing the work authorized ends on AUG 11 2015. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archaeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

(A) The permittee shall, prior to the initiation of authorized dredging, formally coordinate with the Williams-Transco Gas Pipeline Company of 99 Farber Road, Princeton, New Jersey 08540, Telephone (609)936-2400; FAX (609)936-2430 to confirm the authorized dredging does not adversely impact the Williams-Transco high-pressure underground natural gas pipeline identified in the Williams-Transco Gas Pipeline Company letter of 11 May 2006 regarding this work. The written verification of this coordination while referencing this specific permit shall be delivered via FAX 212-264-4260 or mailed to the following address:

US Army Engineer District - New York
Regulatory Branch Permit Compliance Section
Jacob K. Javits Federal Building Room 1937
New York, NY 10278-0090

(B) The permittee shall, prior to the initiation of initial authorized dredging operations, formally coordinate with the United States Coast Guard, Sector New York, Marine Activities Section, (718)354-4176 or FAX(718)354-4190,and provide start and completion dates for the work authorized by this permit, as well as hours during which the work will be completed i.e., daylight or 24 hours, the name and description of work vessels on scene, the VHF radio channel(s) they will be monitoring, and a permittee and dredging company point of contact available 24 hours a day. This information shall be provided to the United States Coast Guard not less than 15 calendar days prior to each subsequent maintenance dredging operation.

(C) The permittee shall inform local waterway users of the conduct of the authorized work at least 7 calendar days prior to the commencement of work using the "Local Notice to Mariners". Information required to be provided in the notice can be found at HTTP://222.navcen.uscg.mil. This information may be faxed to (617) 223-8073 or mailed to:

Commander (oan)
First Coast Guard District
408 Atlantic Avenue
Boston, MA 02111-3350

(D) The permittee shall verify to the Corps of Engineers, in writing, that it has transmitted the notifications required in special conditions (B) and (C) above within 5 calendar days of making such notifications. The verifications while referencing this specific permit shall be delivered via FAX 212-264-4260 or mailed to at the address provided in special condition (A).

(E) The permittee shall use professional members of its Engineering Department's construction management services to perform the requirements set forth in special condition number 7 of the attached New York State Department of Environmental Conservation issued state permit and water quality certificate dated 20 July 2006.

(F) The permittee shall conduct the non-rock dredging with a sealed closed clamshell environmental bucket and cannot employ the barge/scow filling technique known as "barge overflow".

(G) The permittee shall assure barge/scow loads of dredged maintenance material settle for a minimum period of 24 hours prior to the discharge of the decant water. The discharge of decant water shall be at the site of the herein authorized dredging.

(H) The permittee shall, prior to the initiation of the initial authorized dredging operation, and at least 15 calendar days prior to each subsequent authorized maintenance dredging operation, provide to the Corps of Engineers at the address provided in special condition (A) four engineering-size certified and sealed paper copies and one electronic file copy of pre-dredging hydrographic surveys of all areas to be dredged. They shall contain digital data in State Plane Coordinates (NAD 83/feet [MAW]). The paper and electronic copies shall include the authorized dredging areas outlined and the calculated volumes of dredged materials to be removed to the authorized dredging depth elevation and also to the authorized maximum overdepth dredging depth elevation.

(I) The permittee shall, within 15 calendar days of completion of the authorized dredging operation, provide to the Corps of Engineers at the address above in special condition (A) four engineering-size certified and sealed paper copies and one electronic file copy of post-dredging hydrographic surveys of all areas dredged. They shall contain digital data in State Plane Coordinates (NAD 83/feet [MAW]). The paper and electronic copies shall include the authorized dredging areas outlined and the calculated volumes of dredged materials removed to the authorized dredging depth elevation and also to the authorized maximum overdepth dredging depth elevation.

(J) In order to satisfy the Essential Fish Habitat protection requirements of the Magnuson-Stevens Fishery Conservation and Management Act, the permittee shall not place at the Atlantic Ocean reef any dredged material that does not meet all the acceptance criteria of the State of New Jersey Artificial Reef Program, including those listed in the 5 April 2006 New Jersey Department of Environmental Protection letter approving use of the Shark River Reef Site.

(K) In order to satisfy the Essential Fish Habitat requirements of the Magnuson-Stevens Fishery Conservation and Management Act, the permittee shall complete the initial dredging operations not later than 1 January 2007. Subsequent maintenance dredging cycles shall be limited to the period 1 June to 31 December of any year as stated in the attached New York State Department of Environmental Protection's Permit and Water Quality Certificate dated 20 July 2006.

(L) In order to satisfy the Essential Fish Habitat requirements of the Magnuson-Stevens Fishery Conservation and Management Act, this permit does not authorized the use of explosives (blasting) to breakup rock. If rock blasting proves necessary, not less than 45 calendar days prior to blasting, the permittee shall submit a blasting plan for review and approval by modification of this permit. The

review will include formal coordination with the National Marine Fisheries Service under the Magnuson-Stevens Fishery Conservation and Management Act.

(M) The permittee shall, prior to the initiation of the authorized initial maintenance dredging operations, and at least 15 calendar days prior to each subsequent authorized maintenance dredging operation, provide to the Corps of Engineers in writing at the address provided in special condition (A) or via FAX 212-264-4260 its selection of the State-approved upland placement site(s) along with an executed copy of the State-issued upland Acceptable Use Determination.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

(X) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S. Code 403).
(X) Section 404 of the Clean Water Act (33 U.S. Code 1344).
( ) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization:

a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.
b. This permit does not grant any property rights or exclusive privileges.
c. This permit does not authorize any injury to the property or rights of others.
d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability: In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
d. Design or construction deficiencies associated with the permitted work.
e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.
b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).
c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your

PERMITTEE: The Port Authority of New York and New Jersey Attn: Chief Engineer
PERMIT NUMBER: 2006-00057

permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directives, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions: General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

Peter J Zoff 8/10/06

(PERMITTEE) (DATE)

The Port Authority of New York and New Jersey

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

Thomas Creamer 11 AUG 2006

(DISTRICT ENGINEER) (DATE)

"FOR AND IN BEHALF OF"

Richard J. Polo, Jr.
Colonel, U.S. Army
District Engineer

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below. A copy of the permit signed by the transferee should be sent to this office.

(TRANSFEREE) (DATE)

STATE OF NEW YORK
DEPARTMENT OF STATE
41 STATE STREET
ALBANY, NY 12231-0001

GEORGE E. PATAKI
GOVERNOR

March 9, 2006

Matthew Masters, Supervisor
The Port Authority of NY & NJ
2 Gateway Plaza
Newark, NJ 07102

Re: F-2006 -0051
U.S. Army Corps of Engineers/New York District Permit Application - The Port Authority of NY & NJ - Maintenance dredge to previously depths; deepen 1,245' of berthing area to 45' below MLW removing approximately 34,000 cubic yards of rock by line drilling and backhoe ripping
Arthur Kill, New York City, Richmond County

General Concurrence

Dear Mr. Masters:

The Department of State received your Federal Consistency Assessment Form and consistency certification and supporting information for this proposal on January 17, 2006.

The Department of State has determined that this proposal meets the Department's general consistency concurrence criteria. Therefore, further review of the proposed activity by the Department of State, and the Department's concurrence with an individual consistency certification for the proposed activity, are not required.

This General Concurrence is without prejudice to and does not obviate the need to obtain all other applicable licenses, permits, other forms of authorization or approval that may be required pursuant to existing State statutes.

When communicating with us regarding this matter, please contact us at (518) 474-6000 and refer to our file #F-2006-0051.

Sincerely,

Jeff Zappieri
Supervisor of Consistency Review
Division of Coastal Resources

SCR/sm
cc: COE/New York District - Michael Vissichelli
NYSDEC Region 2- John Cryan
NYC LWRP - Eddie Greenfield

THE PORT AUTHORITY OF NY & NJ

Engineering Department

UPS OVERNIGHT DELIVERY

February 17, 2010

Mr. John Cryan
Regional Permit Administrator
New York State Department of Environmental Conservation
47-40 21st Street, 2nd Floor
Long Island City, NY 11101

SUBJECT: NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION PERMIT NO. 2-6401-00048/00028-00030 – HOWLAND HOOK MARINE TERMINAL MAINTENANCE DREDGING: REQUEST FOR PERMIT MODIFICATION

Dear Mr. Cryan:

On July 20, 2006, the New York State Department of Environmental Conservation (NYSDEC) issued Permit No. 2-6401-00048/00028-00030 (copy attached) to the Port Authority of New York & New Jersey (PANYNJ). The permit authorized initial maintenance dredging of the Howland Hook Marine Terminal (HHMT), deepening of Berth 3, and two (2) subsequent maintenance dredging events with removal of 20,000 cubic yards of dredged material for each event at HHMT in the Arthur Kill at the Borough of Staten Island, Richmond County, New York. The Port Authority currently leases HHMT to New York Container Terminal, who is the terminal operator.

The most recent bathymetric survey undertaken by the Port Authority indicates that approximately 37,000 cubic yards of material would need to be dredged to bring the existing berths to their authorized depths. This volume includes the allowable 2-foot overdepth dredging authorized by the permit. The volume also includes 8,500 cubic yards of material from Berths 1 and 2 previously authorized for the initial dredging in 2006 that was not dredged at that time.

The Port Authority, therefore, requests that the subject permit be modified to allow dredging 37,000 cubic yards of material during the next proposed maintenance dredging event. The removal of this material will allow vessels to safely moor at the facility. The proposed work is currently anticipated to take place in the late summer or autumn of this year. The Port Authority anticipates that there will be one more maintenance dredging episode before the expiration of this permit in 2016.

Two Gateway Center
Newark, NJ 07102

Should you have any questions or require additional information, please contact the undersigned by e-mail at mhelman@panynj.gov or by telephone at (973) 565-7564.

Very truly yours,

Marc Helman

Marc Helman
Supervisor, Permits & Governmental Approvals
Environmental Engineering Unit

Attachments:

1) NYSDEC Permit No. 2-6401-00048/00028-30
2) Hydrographic Survey dated September, 2009

cc: S. Maresca, NYSDEC [Marine Resources]

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 - Patchogue	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

Richmond County General Construction

Asbestos Worker — 12/01/2009

JOB DESCRIPTION Asbestos Worker **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per hour:	07/01/2009-11/30/2009	12/01/2009-11/30/2010
Abestos Worker Removal & Abatement Only*	$32.95	+Additional $3.00**

NOTE: *On Mechanical Systems that are NOT to be SCRAPPED.

**Increase to be allocated at a later date.

SUPPLEMENTAL BENEFITS
Abestos 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 — 12/01/2009

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:	07/01/2009
Boilermaker	$ 45.89
Repairs & Renovation	45.89

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2009
BoilerMaker	48% of Hourly Wage Paid + $ 8.07
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.

**Boilermarker gets 4 times the hourly wage rate for working on Labor Day.

***Repairs & Renovation see (B,E,Q) on HOLIDAY PAGE

REGISTERED APPRENTICES
(1/2) Year Terms at the following pecentage of Boilermaker's Wage

1st	2nd	3rd	4th	5th	6th	7th	8th
65%	65%	70%	75%	80%	85%	90%	95%

Supplemental Benefits Per Hour:

	07/01/2009
Boilermaker Apprentice(s)	48% of Hourly Wage Paid + $ 8.07
Repairs & Renovation* Apprentice(s)	$48% of Hourly Wage Paid + $ 8.07

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay.
*Includes replacement of parts and repairs & renovation of an existing unit.

Carpenter **12/01/2009**

JOB DESCRIPTION Carpenter **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour:	07/01/2009	07/01/2010 Additional
Piledriver	$ 44.61	$ 3.72*
Dockbuilder	44.61	3.72*

SUPPLEMENTAL BENEFITS
Per hour paid:

Journeyman	$ 40.86

* May be allocated between wages and benefits.

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 hours Pecentage of Journeymans Wage

(1)year terms:

1st.	2nd.	3rd.	4th.
40%	50%	65%	80%

Supplemental benefits per hour:

Apprentices $ 26.97

9-1456

Carpenter **12/01/2009**

JOB DESCRIPTION Carpenter **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per hour: 07/01/2009

Carpet/Resilient
Floor Coverer $ 44.02

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 Pecentage of Journeymans Wage

(1) year terms:

1st.	2nd.	3rd.	4th.
40%	50%	65%	80%

Supplemental benefits per hour:

Apprentices $ 25.83

9-2287

Carpenter **12/01/2009**

JOB DESCRIPTION Carpenter **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per hour: 07/01/2009

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
Wager 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 **12/01/2009**

JOB DESCRIPTION Carpenter **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per hour:

	07/01/2009	07/01/2010 Additonal
Building Millwright	$ 44.24	$ 3.62*

*May be allocated between wages and benefits

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 Pecentage of Journeymans 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 **12/01/2009**

JOB DESCRIPTION Carpenter **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per Hour:	07/01/2009	07/01/2010 Additional
Timberman	$ 40.50	$ 3.53*

SUPPLEMENTAL BENEFITS
Per hour paid:

Timberman	$ 40.62

*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
Wages per hour is Pecentage of Journeymans Wage.

(1) year terms:

1st	2nd	3rd	4th
40%	50%	65%	80%

Supplemental benefits per hour:

Apprentices	$ 25.14

9-1536

Carpenter **12/01/2009**

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 tothe Atlantic Ocean.

WAGES

Per hour:	07/01/2009	10/17/2009 Additional
Core Drilling:		
Driller	$ 33.25	$ 2.21*
Assistant Driller	27.22	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	$ 15.31
Assistant	15.31

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 — 12/01/2009

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 Creekand south of the Southern State Parkway.

WAGES
Per hour:

	07/01/2009	07/01/2010 Additional
Show Exibit/ Carpenter	$ 44.02	$ 2.13

SUPPLEMENTAL BENEFITS
Per hour paid:

Show Exibit/ Carpenter	$ 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
Wages per hour is Pecentage of Journeymans 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 **12/01/2009**

JOB DESCRIPTION Carpenter - Building / Heavy&Highway **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:	07/01/2009	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 **12/01/2009**

JOB DESCRIPTION Electrician **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour:	07/01/2009
Electrician	$ 49.00
Audio/Sound/Tele/Data	49.00

Shift Work:
A night shift may be provided with a minimum of five (5) days work on the night shift, Monday through Friday.

Swing Shift:
4:30pm-12:30am $ 57.49

Graveyard Shift:
12:30am-8:00am $ 64.40

SUPPLEMENTAL BENEFITS
Journeyman $ 38.94

OVERTIME PAY
See (A, H) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 12, 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

	07/01/2009
1st term...	$ 13.75
2nd term...	$ 16.55
3rd term...	$ 18.65
4th term...	$ 20.60
MIJ (5th term)...	$ 25.30

Wages Per Hour:
For those registered into apprentice program AFTER 05/10/2007
One (1) year terms at the following rate

	07/01/2009
1st term...	$ 11.00
2nd term...	$ 13.00
3rd term...	$ 15.00
4th term...	$ 17.00
MIJ (5th term)...	$ 21.50

REGISTERED APPRENTICES: Supplemental Benefits per hour paid:
For those registered into apprentice program BEFORE 05/10/2007

1st term...	$ 7.44*
2nd term...	$ 8.48*
3rd term...	$ 9.27*
4th term...	$ 9.99*
MIJ (5th term)...	$14.88

*Plus an additional 7.65% of hourly wage rate to benefits.

REGISTERED APPRENTICES: Supplemental Benefits per hour paid:
For those registered into apprentice program AFTER 05/10/2007

1st term...	$ 6.41*
2nd term...	$ 7.16*
3rd term...	$ 7.90*
4th term...	$ 8.65*
MIJ (5th term)...	$13.18

*Plus an additional 7.65% of hourly wage rate to benefits.

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond, Westchester

WAGES

Per hour Paid:	07/01/2009
Service Technician	$ 27.50

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:	
Journeyman:	38.72% of wage + $12.00 per day

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE
A night shift may be provided with a minimum of five (5) days work on the night shift, Monday through Friday.
The shift is based upon a 10% differential between the hours of 4:00 P.M. to 12:30 A.M. and a 15% differential for the hours of 12:00 A.M to 8:30 A:M

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 **12/01/2009**

JOB DESCRIPTION Electrician **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:	07/01/2009
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
Journeyman $ 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 **12/01/2009**

JOB DESCRIPTION Electrician **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
Per hour: 07/01/2009

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 continous 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 & Holidys 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 **12/01/2009**

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:	07/01/2009-03/16/2010	03/17/2010
Elevator Constructor	$ 49.78	$ 51.47
Elevator Modernization & Service/Repair	$ 39.65	$ 40.93

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2009-03/16/2010	03/17/2010
Elevator Constructor	$ 25.12	$ 26.44
Modernization & Service/Repair	$ 24.56	$ 25.86

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	07/01/2009-03/16/2010	03/17/2010
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	$ 20.04	$ 21.55
2nd Term	$ 20.96	$ 22.14
3rd Term	$ 21.88	$ 23.85
4th Term	$ 22.70	$ 24.05
Modernization & Service/Repair:		
1st Term	$ 20.32	$ 21.48
2nd Term	$ 20.66	$ 21.82
3rd Term	$ 21.53	$ 22.72
4th Term	$ 22.39	$ 23.61

9-1

Glazier **12/01/2009**

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:	07/01/2009-04/30/2010	05/01/2010
Glazier	$ 46.60	Additional $ 3.45/hour*
Scaffolding	$ 47.60	Additional $ 3.45/hour*
Repair & Maintenance:		
Glazier	$ 25.85	Additional $ 1.00/hour*

*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:

Journeyman....	$ 24.69
Glazier Repair & Maintenance**:	$ 14.04

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	40% of Journeymans wage
2nd term...	$ 23.33	50% " " "
3rd term...	$ 28.85	60% " " "
4th term...	$ 37.29	80% " " "

Supplemental Benefits:
(Per hour worked)

1st term....	$ 11.42
2nd term....	$ 16.63
3rd term....	$ 18.24
4th term....	$ 21.47

9-1281 (DC9 NYC)

Insulator - Heat & Frost

12/01/2009

JOB DESCRIPTION Insulator - Heat & Frost **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per hour:	07/01/2009-01/05/2010	01/06/2010
Heat, Frost & Asbestos		additional
Insulator(s)	$ 54.51	$ 2.00/hr

SHIFT WORK:

2nd Shift: Same wage and regular rate

3rd Shift: 14% premium on wage and benefits

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2009-01/05/2010	01/06/2010

Insulator(s)	$ 24.11	$ 24.11

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)

Use same % as for Wage of $ 24.11

9-12

Ironworker

12/01/2009

JOB DESCRIPTION Ironworker **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Per hour:

	07/01/2009	07/01/2010
Derrickman/Rigger	$ 52.50	Additional $1.50*

*Increase to be allocated at a later date

SUPPLEMENTAL BENEFITS

Journeyman	07/01/2009	07/01/2010
	$ 27.03	$ 27.03

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 **12/01/2009**

JOB DESCRIPTION Ironworker **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Per hour:

	07/01/2009
Ornamental	$ 39.85
Chain Link Fence	$ 39.85
Guide Rail Installation	$ 39.85

Shift Work: Minimum duration of 5 days.

Monday thru Friday:
When two or three shifts are employed, each shift shall work 7 hour days and be paid for 10 1/2 hours. Shifts not completing the full 7 hours shall be paid 1 1/2 times the straight-time rate for the hours worked.

Monday thru Friday: (Guardrail & Sign work only)
When two or three shifts are employed, each shift shall work 7 hours and be paid for 9 hours. Shifts not completing the full 7 hours shall be paid at 1 1/2 times the straight rate for hours worked.

Saturday, Sunday, Holidays:
When two or three shifts are employed, each shift shall work 7 hour days and be paid for 15 3/4 hours. Shifts not completing the full 7 hours shall be paid 2 1/4 times the straight-time rate for the hours worked.

SUPPLEMENTAL BENEFITS
Per hour paid:

	07/01/2009
Journeyman:	$ 36.17

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 da (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:

1st Term	$ 28.69
2nd Term	28.69
3rd Term	29.41
4th Term	30.33
5th Term	31.55
6th Term	32.97

9-580-Or

Ironworker **12/01/2009**

JOB DESCRIPTION Ironworker **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

PARTIAL COUNTIES
Rockland: Southern Section

WAGES
Per hour:

	07/01/2009
Reinforcing & Metal Lathing...	$ 49.87

SUPPLEMENTAL BENEFITS
Per hour paid:

Journeyman	$ 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 **12/01/2009**

JOB DESCRIPTION Ironworker **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Wages: (Per Hour)

	07/01/2009
Structural.....	$ 41.05
Riggers.....	$ 41.05
Machinery Movers.....	$ 41.05
Machinery Erectors.....	$ 41.05

SUPPLEMENTAL BENEFITS
Per Hour:

	07/01/2009
Journeyman..	$ 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)

	07/01/2009
	$ 37.85

9-40/361-Str

Laborer **12/01/2009**

JOB DESCRIPTION Laborer **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
Per hour:

	07/01/2009
Laborer/Excavation:	
**Asbestos and Lead Abatement & Removal, Hazardous Waste Removal (including soil)	$ 36.64
Basic	36.64
Flagman	36.64
Pipelayer	36.64
*Tree Work, *Landscape	36.64

Notes: *Includes trimming, cutting, planting and/or removal of trees.
** Applies to Heavy & Highway projects

Shift Work:
When 3 shifts are employed, each shift shall work 7 1/2 hours and shall be paid for 8 hours.

SUPPLEMENTAL BENEFITS
Per hour paid:

Journeyman	$ 26.21

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	5th
50%	60%	75%	90%	100%

Supplemental Benefits per hour paid:

All Apprentices	$ 26.21

9-731Ex

Laborer — 12/01/2009

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,Derail 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)	07/01/2009
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 — 12/01/2009

JOB DESCRIPTION Laborer **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES

Wages: (per Hour)	07/01/2009
Laborer/Asphalt:	
Screenman, Micro Paver...	$42.32
Rakers.....	$41.85
A/C Paintman, Liquid Tar.	$40.14
Gen.Laborer (Includ. Traff.Safety)	$38.70
Slurry/Sealcoater/Play Eqip. Installer	$38.08
Small Equip. Operator	$38.39

SUPPLEMENTAL BENEFITS
Per hour paid:

Journeyman	$27.56

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 Journeyman's wage.

1st	2nd	3rd
40%	50%	60%

Supplemental Benefits per hour paid:

	07/01/2009
1st year	$27.56
2nd year	$27.56
3rd year	$27.56

9-1018a

Laborer — 12/01/2009

JOB DESCRIPTION Laborer **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
Per hour:

	07/01/2009
Laborer: Laborer-Concrete (including flag person)	$ 37.55

SUPPLEMENTAL BENEFITS
(Per Hour Worked)

	07/01/2009
	$ 24.77

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 Journeyman's wage.

07/01/2009

Term:	1st	2nd	3rd
Hours:	0-500	501-2000	2001-4000
	50%	65%	80%

Supplemental Benefits:
(Per Hour Worked)

07/01/2009	1st	2nd	3rd
	$ 17.14	$ 22.85	$ 23.67

*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 **12/01/2009**

JOB DESCRIPTION Laborer - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
Per hour: 07/01/2009

Building Laborer-Demolition: $ 30.49+Additional $1.59

* / 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: $ 18.83

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
$18.55	$19.55	$21.05	$23.55

Supplemental Benefits per hour paid:

Apprentices: $ 12.27

9-79/95

Laborer - Building **12/01/2009**

JOB DESCRIPTION Laborer - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:	07/01/2009-11/30/2009	12/01/2009-11/30/2010 + Additional
Laborer: Asbestos,lead,toxic and hazardous material abatement	$ 31.50	$ 3.00*

* Increase to be allocated at a later date

SUPPLEMENTAL BENEFITS

Per Hour Paid:	12/01/2008-11/30/2009	12/01/2009-11/30/2010
Journeyman:		
Asbestos Abatement....	$ 11.60	$ 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.

07/01/2009	1st	2nd	3rd	4th
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 **12/01/2009**

JOB DESCRIPTION Laborer - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
Per hour: 07/01/2009

Building:
Plasterer Tender.. $31.17+Additional $1.20
Spray Fireproofing. $31.17+Additional $1.20

SUPPLEMENTAL BENEFITS
Per hour paid:
Journeyman $20.67

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
07/01/2008	$18.55	$19.55	$21.05	$23.55

Supplemental Benefits per hour paid:

Apprentices $13.41**

** Applies to all Apprentices.

9-30 (79)

JOB DESCRIPTION Laborer - Building

DISTRICT 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
Per hour: 07/01/2009

Laborer - Building
Basic Laborer $ 31.17+Additional $1.20*
Mason Tender 31.17+Additional $1.20*

Laborer:
Interior Demolition $ 30.46

*Increase to be allocated at a later date

SUPPLEMENTAL BENEFITS
Per Hour Paid: 07/01/2009

Journeyman:
Basic & Mason Tender $ 20.37
Interior Demolition 17.18

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 (5,8,*) 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.

07/01/2008	1st	2nd	3rd	4th
Basic & Mason Tender	$ 18.55	$ 19.55	$ 21.05	$ 23.55
Interior Demolition	18.55	19.55	21.05	23.55

Supplemental Benefits: Per Hour Paid

Basic Laborer & Mason Tender	$ 13.41
Interior Demolition	11.90

9-MTDC(79)

Laborer - Heavy&Highway **12/01/2009**

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
Per hour: 07/01/2009

Highway Laborer - Concrete

Formsetter	$40.20
General Laborer (including Traffic Safety)	$36.50
Small Equipment Operator	$36.50
Landscape Planting & Maint	$37.40
Small Power Tool Operator/ Maintenance Safety Surface	$36.90

SUPPLEMENTAL BENEFITS
Per hour paid: 07/01/2009

Formsetter:	$27.56
All Others	$27.56

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE
On night work, the first eight (8) hours of work will be paid for at fifteen (15%) over the single time rate. Hours worked over eight (8) hours during said shift shall be paid for at the time and one-half rate.

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 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

	07/01/09
Wage Per Hour:	
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	$27.56

9-1010HH-FS

12/01/2009

Laborer - Trac Drill

DISTRICT 9

JOB DESCRIPTION Laborer - Trac Drill

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
Per Hour Paid: 07/01/2009

Hydraulic Trac Drill.....	$ 32.84 + Additional $ 2.98*
Hydraulic Trac Drill Chuck Tender...	$ 27.38 + Additional $ 2.73*
Air Trac, Wagon, Quarry Bar.....	$ 32.23 + Additional $ 2.95*
Power Tool (Chipper & Jackhammer)...	$ 31.42 + Additional $ 2.91*
Chuck Tender & Nipper.....	$ 26.80 + Additional $ 2.70*
Blaster.....	$ 36.47 + Additional $ 3.14*
Blaster Hydraulic.....	$ 37.11 + Additional $ 3.17*
Powder Carrier.....	$ 28.39 + 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:

	07/01/2009
Magazine Keeper	$ 32.29
All Others	$ 32.34

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.

Laborer - Tunnel

9-29

12/01/2009

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, Derail 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)

Laborer(Compressed Air):	07/01/2009
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 **12/01/2009**

JOB DESCRIPTION Mason **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour: 07/01/2009

Brick/Blocklayer $ 48.50

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2009

Brick/Block Layer $ 22.04

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 Journeymans Wage:

1st	2nd	3rd	4th	5th
50%	60%	70%	80%	90%

Supplemental Benefits per hour:

All Apprentices $ 13.11

9-1Brk

Mason - Building **12/01/2009**

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Building: 07/01/2009

Mosaic & Terrazzo Mechanic $ 42.14
Mosaic & Terrazzo Finisher $ 40.65

SUPPLEMENTAL BENEFITS

Journeyman: $ 29.26

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
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000
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
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000
50%	55%	65%	70%	75%	85%	90%	95%

9-7/3

Mason - Building — 12/01/2009

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per hour: 07/01/2009

Building:
Tile Setters $ 46.83

Shift Work:
12:01am Monday-
12:00midnight Friday $ 58.53

12:01am Saturday-
12:midnight Saturday $ 70.24

12:01am Sunday-
12:00midnight Sunday $ 93.66

SUPPLEMENTAL BENEFITS
Journeyman: $ 24.65

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:	1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750
Wages:	$22.73	25.18	29.93	32.26	34.72	39.47	41.82	44.10	45.32

Supplemental Benefits per hour paid:

Term:	1st	2nd	3rd	4th	5th	6th	7th	8th	9th
Hours:	1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750
Supps.	$12.00	13.03	15.23	16.37	17.38	19.58	20.70	21.90	24.15

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2009
Building:Marble Restoration Marble, Stone, etc & Polisher	$ 36.26
Marble, Stone, etc Finishers	$ 18.94

SUPPLEMENTAL BENEFITS

Journeyman:	07/01/2009
Polisher	$ 19.80
Finisher	10.47

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 Journeyman's 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:	07/01/2009
	Term wage % of $6.50 plus $13.30
Finisher:	$ 10.47

9-7/24

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:

	07/01/2009
Building:	
Marble Cutters&Setters	$ 50.53

SUPPLEMENTAL BENEFITS
Journeyman: $ 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
* 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
Wage Per Hour:
750 hour terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000
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

12/01/2009

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per hour:

	07/01/2009
Building:	
Tile Finisher	$ 37.68

SUPPLEMENTAL BENEFITS
Journeyman $ 21.40

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 journeyman's 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 journeyman's wage:

Apprentices.

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	65%	70%	75%	85%	90%	95%

9-7/88-tf

Mason - Building / Heavy&Highway

12/01/2009

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Per hour: 07/01/2009

Marble-Finisher $ 41.30

SUPPLEMENTAL BENEFITS
Journeyman $ 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 Journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000
50%	55%	65%	70%	75%	85%	90%	95%

Supplemental Benefits: 07/01/2009

1st-6th terms $14.50 + term wage % of $9.63

7th and 8th terms $24.33

9-7/20-MR

Mason - Building / Heavy&Highway

12/01/2009

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: 07/01/2009

Stone Setter $ 55.34

Stone Tender $ 36.68

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2009

Stone Setter $ 23.23

Stone Tender $ 15.28

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: 07/01/2009

Stone Setter(750 hour) terms at the following wage rate per hour:

1st term	2nd term	3rd term	4th term	5th term	6th term
$27.71	$32.15	$36.58	$41.02	$45.45	$49.89

Supplemental Benefits for all terms

07/01/2009

$ 14.69

9-1Stn

Mason - Heavy&Highway **12/01/2009**

JOB DESCRIPTION Mason - Heavy&Highway **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour: 07/01/2009

Cement Mason $ 47.50

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2009

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 Journeymans 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 **12/01/2009**

JOB DESCRIPTION Mason - Heavy&Highway **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2009
(MASON) Pointer, Cleaner & Caulkers	$ 41.19

SUPPLEMENTAL BENEFITS

Pointer, Cleaners & Caulkers	$ 21.32

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
07/01/2009	$ 22.16	$ 25.41	$ 30.14	$ 36.57

Apprentices Supplemental Benefits:
(per hour paid)

07/01/2009	1st	2nd	3rd	4th
	$ 3.15	$ 7.21	$ 10.21	$ 10.21

9-1PCC

Operating Engineer - Building — 12/01/2009

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)	07/01/2009	07/01/2010
Building Constr:		+ Additional
Party Chief	$ 52.47	$ 2.60
Instrument Man	41.11	2.22
Rodman	27.12	1.76
Steel Erection:		
Party Chief	$ 53.26	2.63
Instrument Man	41.77	2.25
Rodman	28.43	1.80
Heavy Construction(Foundation, Excavation., etc)		
Party Chief	$ 54.79	
Instument man	39.62	
Rodman	34.11	

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2009

All Catorgories $ 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 **12/01/2009**

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 lower & 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, deisel 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 perminent 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 07/01/2009 07/01/2010

Steel Erection:		+Additional
Group 1	$ 51.89	$2.63
Group 2	48.69	2.52
Group 3	37.56	2.15
Building Construction:		
Group 1	49.52	2.55
Group 2	38.93	2.19
Group 3	47.17	2.47
Group 4	35.55	2.08
Group 5	49.52+ $6.50 per day	2.08
Heavy Construction:		
Group 1	34.44	
Group 2	35.29	
Group 3	67.36	
Group 4	51.55	

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2009

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.
07/01/2009	$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

Operating Engineer - Building / Heavy&Highway **12/01/2009**

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, Stelco 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:

Maintenance Engineer (Sewer Systems)	$ 51.55

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2009
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 — 12/01/2009

JOB DESCRIPTION Operating Engineer - Building & Steel Erection **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour:	07/01/2009
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:

	07/01/2009	
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)

Operating Engineer - Heavy Construction **12/01/2009**

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, Churn Drill

Group 16: Boilers(High pressure),Compressors, Pumps(River Cofferdam) 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.I.), 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, Roustabout 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)

	07/01/2009	
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	56.69	
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:

		07/01/2009	
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
07/01/2009	$ 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 — 12/01/2009

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	07/01/2009
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(over1000hp), 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,	$ 26.14
Welder (please add)	$ 0.06
Boat Operator	$ 25.29
CLASS D Shoreman, Deckhand, Rodman, Scowman, Cook, Messman, Porter/Janitor	$ 21.09
Oiler(please add)	$ 0.09

SUPPLEMENTAL BENEFITS
Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

	07/01/2009
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

12/01/2009

JOB DESCRIPTION Painter

DISTRICT 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

WAGES

(Per hour)	07/01/2009
Brush	$ 35.00
Spray & Scaffold	38.00
Fire Escape	38.00
Decorator	38.00
Paperhanger/Wall Coverer	36.83

SUPPLEMENTAL BENEFITS

(per hour worked)	07/01/2009
Paperhanger	$ 27.25
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...	17.50
Appr 3rd term...	21.00
Appr 4th term...	28.00

Spplemental benefis: (per Hour worked)	
Appr 1st term...	$10.27
Appr 2nd term...	13.50
Appr 3rd term...	16.26
Appr 4th term...	21.34

9-NYDC9-B/S

Painter

12/01/2009

JOB DESCRIPTION Painter

DISTRICT 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES
Per hour:

	07/01/2009	07/01/2010
Drywall Taper	$ 41.32	$ 42.82

SUPPLEMENTAL BENEFITS
Per Hour:

Journeyman:	$ 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 wage rate

	07/01/2009	07/01/2010
1st term	$ 16.53	$ 17.13
2nd term	$ 24.79	$ 25.69
3rd term	$ 33.06	$ 34.26

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

12/01/2009

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)

		07/01/2009	10/01/2009	10/01/2010
STEEL:				
	Bridge Painting	$ 45.25	$ 45.50	$ 46.25
	Power Tool/Spray	$ 51.25	$ 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:

	07/01/2009	10/01/2009	10/01/2010
Journeyman	$ 28.31* $ 28.31**	$ 29.90* $ 29.90**	$ 31.04* $ 31.04**
Hourly Rate after 40 hours from May 1st to Nov. 15th	$5.00 only	$6.00 only	$6.75 only
Hourly Rate after 50 hours from Nov. 16th to April 30th	$5.00 only	$6.00 only	$6.75 only

*For the period of May 1st to November 15th:
This rate shall be paid up to maximun 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 maximun 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 Journeyman's wage.

Apprentices:	1st	2nd	3rd
07/01/2009	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 **12/01/2009**

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):	07/01/2009
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:
Journeyman: 07/01/2009
$ 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 **12/01/2009**

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

	07/01/2009
Metal Polisher	$ 24.85*

*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:	07/01/2009
Journeyman:	$ 11.02

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 **12/01/2009**

JOB DESCRIPTION Plasterer **DISTRICT** 9

ENTIRE COUNTIES
Bronx, New York, Richmond

WAGES
Per hour:

	07/01/2009
Building: Plasterer/Traditional	$ 35.53

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 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 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:
(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 **12/01/2009**

JOB DESCRIPTION Plumber **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour worked:	07/01/2009
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:	07/01/2008
Straight Time:	
Plumber: Journeyman	$ 30.74
Repairs & Alterations	$ 13.04
Residential	$ 21.02
Premium Time:	

Plumber: Journeyman	$ 60.18
Repairs & Alterations	$ 25.80
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.

Roofer — 12/01/2009

JOB DESCRIPTION Roofer **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Dutchess, Kings, New York, Orange, Putnam, Queens, Richmond, Rockland, Sullivan, Ulster, Westchester

WAGES
Per Hour: 07/01/2009

Roofer/Waterproofer	$ 36.25
Shift Work:	
2nd Shift	$ 39.88
3rd Shift	$ 41.69

SUPPLEMENTAL BENEFITS
Journeyman $ 26.59

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 hourly wage.
1st 2nd 3rd 4th

35% 50% 60% 75%

Supplemental Benefits:
Per hour paid at the following term percentage of Journeyman's.

Apprentice:

1st	2nd	3rd	4th
$3.67	$13.57	$16.11	$20.10

9-8R

Sheetmetal Worker **12/01/2009**

JOB DESCRIPTION Sheetmetal Worker **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per Hour: 07/01/2009

SIGN ERECTOR $39.70

*NOTE: Overhead Highway Signs and Structurally Supported Signs
(See IRON WORKER CLASS)

SUPPLEMENTAL BENEFITS
PER HOUR 07/01/2009

$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: 07/01/2009

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

	07/01/2009
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 **12/01/2009**

JOB DESCRIPTION Sheetmetal Worker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2009
Sheetmetal Worker	$ 45.40

For Temporary Operation or
Maintenance of Fans is 80% of Above Wage Rate

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2009
Sheetmetal Worker	$ 35.18

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	$ 14.56
2nd Term	16.32
3rd Term	17.92
4th Term	19.50
5th Term	21.07
6th Term	22.53
7th Term	24.44
8th Term	28.13

Steamfitter **12/01/2009**

JOB DESCRIPTION Steamfitter **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2009-12/31/2009	01/01/2010
Steamfitter/Maintenance & AC Service Work	$ 34.55	*Additional $ 1.00/Hr.

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 **12/01/2009**

JOB DESCRIPTION Steamfitter **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour

	07/01/2009-12/29/2009	12/30/2009
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 Journeyman's wage.

Apprentices:	1st	2nd	3rd	4th	5th
	40%	50%	65%	80%	85%

Suppelmental Benefits:
(1) year term at the following dollar amounts:

Apprentices:	1st	2nd	3rd	4th	5th
07/01/2009	$17.17	$21.24	$27.34	$33.43	$35.47

9-638A-StmSpFtr

Survey Crew Consulting — 12/01/2009

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)

	07/01/2009
Survey Rates:	
Party Chief.....	$ 33.70
Instrument Man..	$ 28.38
Rodman.....	$ 25.02

SUPPLEMENTAL BENEFITS
Per Hour

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 - Asphalt Delivery — 12/01/2009

JOB DESCRIPTION Teamster - Asphalt Delivery **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour:	07/01/2009
Group#1	
Excavation	$ 34.935
Group#2	
Euclid & Tumapull type	$ 35.500
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 $ 29.21

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
NOTE: (*T)5,6,13 Paid at Triple Time if Worked

4-282 AD

Teamster - Building — 12/01/2009

JOB DESCRIPTION Teamster - Building **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2009-06/30/2010	07/01/2010
Truck Driver (Building Demolition & Debris)		
Trailers	$ 28.85	$ 29.85
Straight Jobs	28.55	29.55

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2009-06/30/2010	07/01/2010
All Classifications	$ 23.15	$ 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 — 12/01/2009

JOB DESCRIPTION Teamster - Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2009-06/30/2010	07/01/2010
Truck Driver/Chauffer (Debris Removal)		
Trailers	$ 28.85	$ 29.85
Straight Jobs	$ 28.55	$ 29.55

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2009-06/30/2010	07/01/2010
All Classifications	$ 23.15	$ 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 — 12/01/2009

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	07/01/2009
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

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.

Revised 12/17/2008

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	☐	Partnership (including LLP)	☐
Limited Liability Company (LLC)	☐	Corporation (including S-Corp.)	☐

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	☐	Secured Franchise	☐
Bought Existing Business	☐	Secured Concession	☐
Merger or Consolidation	☐	Inherited Business	☐
Other	☐	_____	

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)

Permanent		Temporary		Field	
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
- ☐ Consultants
- ☐ Consumer Service
- ☐ Manufacturer/Supplier
- ☐ Professional Service
- ☐ Purchasing
- ☐ Technical Service
- ☐ 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: *The Port Authority of NY & NJ*
Office of Business and Job Opportunity
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 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:

NAME & TITLE	SEX		GROUP CODE*	FIRM
FINANCIAL DECISIONS				
_____	☐M	☐F	_____	_____
_____	☐M	☐F	_____	_____
MANAGEMENT DECISIONS, SUCH AS:				
ESTIMATING				
_____	☐M	☐F	_____	_____
_____	☐M	☐F	_____	_____
MARKETING AND SALES				
_____	☐M	☐F	_____	_____
_____	☐M	☐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

-4-

CONSTRUCTION SUBCONTRACTOR PARTICIPATION PLAN

Office of Business and Job Opportunity

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.

PAGE _____ OF _____

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.

Schedule C

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.

PA 3749 A/ 5-07

THE PORT AUTHORITY OF NY & NJ
Office of Business and Job Opportunity

CONSTRUCTION
MBE/WBE/DBE PARTICIPATION PLAN
MODIFIED

PAGE _____ OF _____

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.

Schedule C

STATEMENT OF PAYMENTS TO M/W/DBE SUBCONTRACTORS/LESSORS/SUPPLIERS

Contract No:		Period Reporting:	(Example, 10/1/99 - 10/31/99)
Contract Title:		Payment Appl #:	
Contractor:		% Project Completed:	

SUBCONTRACTOR'S NAME	(Indicate) MBE WBE DBE	ESTIMATED TOTAL SUBCONTRACT AMOUNT	Column A AMOUNTS PAID Prior Statement	Column B AMOUNTS PAID This Statement	Column C AMOUNTS PAID Cumulative To-Date
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0

SUPPLIERS/LESSORS	(Indicate) MBE WBE DBE	TOTAL AMOUNT SUPPLIER AGREEMENT	AMOUNTS PAID (Amounts entered should reflect items paid. The item credit will be handled in this office.) Prior Statement	This Statement	Cumulative To-Date
					$0
					$0
					$0
					$0
					$0
					$0

Date Prepared:	The Port Authority of NY & NJ Resident Engineer's Office
Prepared by:	Date Received:
Title:	Reviewed By:
Officer's Signature:	Title:

Schedule D

FINAL

STATEMENT OF PAYMENT

TO M/W/DBE SUBCONTRACTORS/LESSORS/SUPPLIERS

Contract No:	Period Reporting: (Example: 10/1/99 - 10/31/99)
Contract Title:	Payment Appl #: & Final
Contractor:	% Project Completed: 100%

SUBCONTRACTOR'S NAME	(Indicate) MBE WBE DBE	TOTAL SUBCONTRACT AMOUNT	Column A + Column B = Column C AMOUNTS PAID & TO BE PAID Prior Statement	This Statement	Cumulative To-Date
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0

SUPPLIERS/LESSORS	(Indicate) MBE WBE DBE	TOTAL AMOUNT SUPPLIER AGREEMENT	AMOUNTS PAID & TO BE PAID (Payments entered should reflect 100% paid. The 50% credit will be handled by the office.) Prior Statement	This Statement	Cumulative To-Date
					$0
					$0
					$0
					$0
					$0
					$0

Date Prepared: _____

Prepared by: _____

Title: _____

Officer's Signature: _____

For The Port Authority of NY & NJ Resident Engineer's Office

Date Received: _____

Reviewed By: _____

Title: _____

Schedule D

CONFORMED

THE PORT AUTHORITY OF NY & NJ

Lillian D. Valenti
Director, Procurement

August 30, 2010

VIA FACSIMILE AND UPS NEXT DAY DELIVERY

Jay Cashman, Inc.
549 South Street
Quincy, MA 02169

SUBJECT: HOWLAND HOOK MARINE TERMINAL – MAINTENANCE DREDGING
CONTRACT HH-654.121 **PURCHASE ORDER UHH654121**

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.

Subject to the provisions of the Form of Contract, including those of the clause entitled "Extra Work Orders", the Chief Engineer shall have the authority to order any item of Extra Work if the cost thereof to the Authority, together with the cost of all other Extra Work previously ordered, will not be in the aggregate in excess of $100,000.

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 _____
for Director of Procurement

Approved as to form: F.F.

Darrell Buchbinder
General Counsel

By _____
Attorney

Date 8·23·10

One Madison Avenue, 7th Floor
New York, NY 10010
T: 212 435 8427

UPS DELIVERED TO CONTRACTOR ON AUGUST 31, 2010