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58, 1939

UNIVERSITY OF LONDON

NO. 956.

-8 JUL 1953

INSTITUTE
LEGAL STUDIES

Court of King's Bench

(APPEAL SIDE)

On appeal from a judgment of the Superior Court, for the Province of Quebec, (District of Montreal), rendered by the Honourable Mr. Justice Mercier, November 23rd, 1934.

The People of the State of New York,

(Plaintiffs in the Court below)

APPELLANTS

—vs—

Heirs of the late John M. Phillips,

(Defendants in the Court below)

— & —

*The Crown Trust Company et al.,
es-qual., for the Heirs of the
late Francis Phillips,*

Defendants severing in their defence
and en reprise d'instance.

RESPONDENTS

—&—

The Montreal Safe Deposit Company,

TIERS-SAISIS

C A S E

VOLUME 9.—PAGES 4001. TO 4500.

BERTRAND, GUERIN, GOUDRAULT and GARNEAU,

Attorneys for Appellants.

COOK, MAGEE, NICHOLSON and O'DONNELL,

Attorneys for the Heirs of the late
John M. Phillips, Respondents.

HACKETT, MULVENA, FOSTER, HACKETT and HANNEN,

Attorneys for The Crown Trust Company et al., es-qual.,
for the Heirs of the late Francis Phillips, Respondents.

J.-D. de LAMIRANDE et Cie, 4557 rue St-Denis, Montréal.

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— & —

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late Francis Phillips,*

Defendants severing in their defence
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RESPONDENTS

— & —

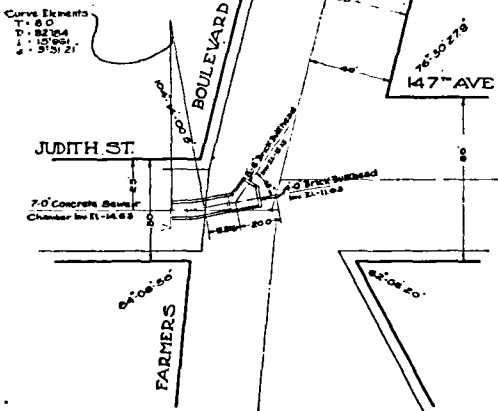
The Montreal Safe Deposit Company,

TIERS-SAISIS

C A S E

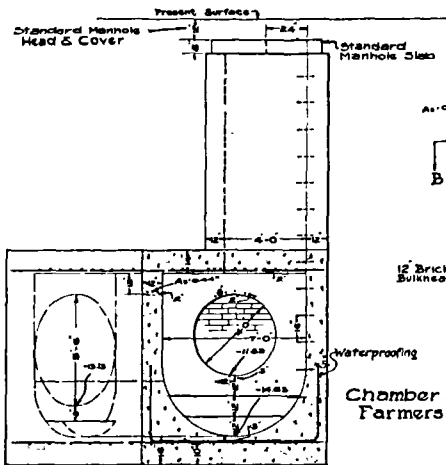
EXHIBIT C-5

(Sheet No. 10 of Plan of 150th St., December 8th, 1924.)

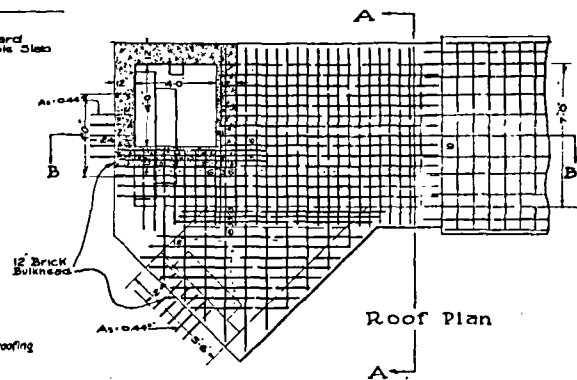


Plan Showing Location of Chamber in Judith Street at Farmers Boulevard

Scale 1/20

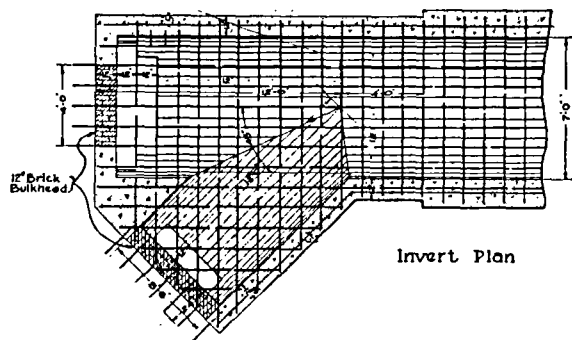


Section A-A

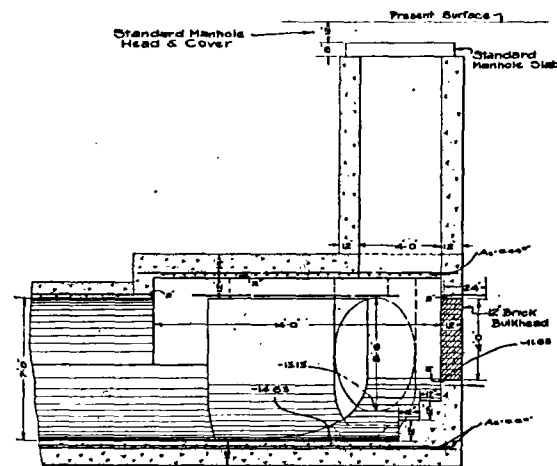


Roof Plan

Chamber in Judith St. at Farmers Boulevard



Invert Plan



Section B-B

Scale 1/2

All Waterproofing to be 2 Ply Approved Fabric Coated With Coal Tar Pitch

CITY OF NEW YORK - BOROUGH OF QUEENS
 OFFICE OF THE PRESIDENT OF THE BOROUGH
 BUREAU OF ENGINEERS CONSTRUCTION
 DIVISION OF SEWERS
 PLAN PROFILE & DETAILS
 FOR THE CONSTRUCTION OF A SEWER
 SEWER AND APPURTENANCES BY
 150TH AVENUE
 CROSSING STATION AT 150TH STREET
 JUDITH STREET

79-2019

Designed by J. J. ...
 Checked by J. J. ...

11 SHEETS
SHEET NO. 10

EXHIBITS C-167 (a) to C-167 (o).

By consent of the parties it was agreed that these exhibits should not be printed although the rights of all parties to refer thereto and make any use thereof at the hearing were reserved.

(NOTE: The said exhibits comprised fifteen memorandum books purporting to contain data alleged by the Plaintiffs to be certain estimates and price quotations for and records of some sales of precast concrete pipe pretended to have been given or made in the area within a radius of fifty miles of the City Hall of the City of New York. The said books were filed, subject to the various objections of the Defendants, as part of the evidence taken under Rogatory Commission before DeCourcy Fales as Commissioner at the said City of New York on the 10th day of February, 1931. An alleged summary of some of the data therein contained was produced at enquete by the Plaintiffs as Exhibits P-18, under reserve of the various objections thereto made by the Defendants.)

EXHIBIT C-88.

EXHIBIT C-88

New York City, Jan. 30, 1925 No. 164

10

BANK OF THE MANHATTAN COMPANY 1-2
Long Island City

Pay to the order of Cash \$500 00/100
Five Hundred and 00/100 Dollars

MUCCINI & DECKER

20

ERNEST MUCCINI
ALERT DECKER

PAID 2/2/25

(Back of the check)

30

JOHN M. PHILLIPS
ANDREW ZORN
RECEIVED PAYMENT
Through the New York Clearing House
4 JAN 31 1925 4

40

THE CORN EXCHANGE BANK, N. Y.
Queen County Branch
Endorsements guaranteed
CASHED 1

EXHIBIT C-88 (*continued*).

MUCCINI & DECKER
CONTRACTORS

11 No. 167

Brooklyn, N. Y. Feb 3 1925

10 Pay to the orde of Cash \$200 00/100
Two Hundred and 00/100 Dollars

MUCCINI & DECKER

BANK OF THE MANHATTAN COMPANY

1-2 At Long Island City ERNEST MUCCINI
New York City ALBERT DECKER

PAID 2/5/25

20

(*Back of the check*)

JOHN M. PHILLIPS
RECEIVED PAYMENT
Through the New York Clearing House
4 FEB 4 1925 4

30

THE CORN EXCHANGE BANK, N. Y.
Queens County Branch
Endorsements guaranteed
CASHED 1

40

EXHIBIT C-88 (*continued*).

MUCCINI & DECKER
CONTRACTORS

11 No. 168

Brooklyn, N. Y. Feb. 6 1925

Pay to the order of Cash \$5300 00/100
Five Thousand Three Hundred and 00/100 Dollars

10

MUCCINI & DECKER

BANK OF THE MANHATAN COMPANY

1-2 At Long Island City
New York City

ERNEST MUCCINI
ALBERT DECKER

PAID 2/6/25

20

BANK OF THE MANHATTAN CO.
Long Island City, N. Y.

PAID
Feb 6 1925
No. 2

30

(Back of the check)

MUCCINI & DECKER
ALBERT DECKER

40

EXHIBIT C-88 (*continued*).

MUCCINI & DECKER
CONTRACTORS

11 No. 170

Brooklyn, N. Y. Feb. 12 1925

Pay to the order of Rose Spinella \$15,000 00/100
Fifteen and 00/100 Dollars

10

MUCCINI & DECKER

BANK OF THE MANHATAN COMPANY

1-2 At Long Island City
New York City

ERNEST MUCCINI
ALBERT DECKER

PAID 2/14/25

20

(Back of the check)

ROSE SPINELLA
RECEIVED PAYMENT
Through the New York Clearing House
FEB 13 1925

30

Endorsements guaranteed
LAWYERS TITLE AND TRUST COMPANY
Brooklyn Branch

40

EXHIBIT C-88 (*continued*).

MUCCINI & DECKER
CONTRACTORS

11 No. 266

Brooklyn, N. Y. July 2 1925

Pay to the order of Rose Spinella \$10,000 00/100
Ten Thousand and 00/100 Dollars

10

MUCCINI & DECKER
BANK OF THE MANHATAN COMPANY
At Long Island City ERNEST MUCCINI
1-2 New York City ALBERT DECKER

PAID 7/7/25

20

(*Back of the check*)

ROSE SPINELLA
RECEIVED PAYMENT
Through the New York Clearing House
JUL 6 1925
Endorsements guaranteed
LAWYERS TRUST COMPANY
Brooklyn Branch .

30

40

EXHIBIT C-88 (*continued*).

MUCCINI & DECKER
CONTRACTORS

11 No. 289

Brooklyn, N. Y. July 21 1925

Pay to the order of Cash
Five Thousand and 00/100

\$5000 00/100
Dollars

10

MUCCINI & DECKER
BANK OF THE MANHATTAN COMPANY
At Long Island City
New York City

ERNEST MUCCINI
ALBERT DECKER

1-2

BANK OF MANHATTAN CO.
Long Island City, N. Y.

20

PAID
JUL 22 1925
No. 2
PAID
7/22/25

(*Back of the check*)

30

MUCCINI & DECKER
ALBERT DECKER

40

EXHIBIT C-88 (*continued*).

MUCCINI & DECKER
CONTRACTORS

11 No. 313

Brooklyn, N. Y. Aug 17 1925

Pay to the order of Cash \$8000
Eight Thousand and 00/100 Dollars

10

MUCCINI & DECKER
BANK OF THE MANHATAN COMPANY
At Long Island City ERNEST MUCCINI
1-2 New York City ALBERT DECKER

PAID
8/18/25

20

(Back of the check)

MUCCINI & DECKER

30

40

EXHIBIT C-88 (*continued*).

MUCCINI & DECKER
CONTRACTORS

11 No. 340

Brooklyn, N. Y. Oct 13 1925

Pay to the order of Cash \$25000 00/100
Twenty Five Thousand and 00/100 Dollars

10

MUCCINI & DECKER
BANK OF THE MANHATTAN COMPANY
At Long Island City ERNEST MUCCINI
1-2 New York City ALBERT DECKER

BANK OF THE MANHATTAN CO.
Long Island City, N. Y.

20

PAID
OCT 13 1925
No. 2
PAID
10/13/25

30

(Back of the check)

MUCCINI & DECKER
ALBERT DECKER

40
/

EXHIBIT C-88 (*continued*).

MUCCINI & DECKER
CONTRACTORS

11 No. 390

Brooklyn, N. Y. Dec 8 1925

Pay to the order of Rose Spinella
Seventy Five Hundred and 00/100

\$7500 00/100
Dollars

10

MUCCINI & DECKER

BANK OF THE MANHATAN COMPANY

At Long Island City
1-2 New York City

ERNEST MUCCINI
ALBERT DECKER

PAID
12/24/25

20

(*Back of the check*)

ROSE SPINELLA
RECEIVED PAYMENT
Through the New York Clearing House
DEC 28 1925

30

Endorsements guaranteed
LAWYERS TRUST COMPANY
Brooklyn Branch .

40

EXHIBIT C-88 (*continued*).

MUCCINI & DECKER
CONTRACTORS

11 No. 393

Brooklyn, N. Y. Dec 16 1925

Pay to the order of Cash \$13504 00/100
Thirteen Thousand Five Hundred and Four 00/100 Dollars

10

MUCCINI & DECKER
BANK OF THE MANHATAN COMPANY
At Long Island City ERNEST MUCCINI
1-2 New York City ALBERT DECKER

BANK OF MANHATTAN CO
Long Island City, N. Y.

20

PAID
DEC 16 1925
No.
PAID
12/16/25

(*Back of the check*)

30

ERNEST MUCCINI

40

EXHIBIT C-88 (*continued*).

MUCCINI & DECKER
CONTRACTORS

11 No. 428

Brooklyn, N. Y. Jan 30 1926

Pay to the order of Cash
Thirty Five Hundred 00/100

\$3500 00/100
Dollars

10

MUCCINI & DECKER
BANK OF THE MANHATAN COMPANY
At Long Island City
1-2 New York City

ERNEST MUCCINI
ALBERT DECKER.

PAID
1/30/26

20

(Back of the check)

MUCCINI & DECKER
ALBERT DECKER

30

40

EXHIBIT C-88 (*continued*).

MUCCINI & DECKER
CONTRACTORS

11 No. 447

Brooklyn, N. Y. Feb 8 1926

Pay to order of Cash \$3000 00/100
Three Thousand and 00/100 Dollars

10

MUCCINI & DECKER
BANK OF THE MANHATTAN COMPANY
At Long Island City ERNEST MUCCINI
1-2 New York City ALBERT DECKER

BANK OF THE MANHATTAN CO
Long Island City, N. Y.

20

PAID
FEB 8 1926
No.
PAID
2/8/26

(*Back of the check*)

30

MUCCINI & DECKER
ALBERT DECKER

40

EXHIBIT C-88 (*continued*).

MUCCINI & DECKER
CONTRACTORS

11 No. 464

Brooklyn, N. Y. Mar 13 1926

Pay to the order of Cash
Four Thousand 00/100

\$4000 00/100
Dollars

10

MUCCINI & DECKER
BANK OF THE MANHATTAN COMPANY
At Long Island City ERNEST MUCCINI
1-2 New York City ALBERT DECKER

BANK OF THE MANHATTAN CO
Long Island City, N. Y.

20

PAID
MAR 13 1926
No.
PAID
12/13/25

(*Back of the check*)

30

MUCCINI & DECKER
ALBERT DECKER

40

EXHIBIT C-88 (*continued*).

MUCCINI & DECKER
CONTRACTORS

11 No. 764

Brooklyn, N. Y. Sept 16 1926

Pay to the order of Edward Carroll \$12565 00/100
Twelve Thousand Five Hundred and Sixty Five 00/100 Dollars

10

MUCCINI & DECKER
BANK OF THE MANHATTAN COMPANY
At Long Island City ERNEST MUCCINI
1-2 New York City ALBERT DECKER

PAID
9/18/26

20

(Back of the check)

For Deposit
EDWARD CARROLL
E. J. CARROLL
RECEIVED PAYMENT
Through the New York Clearing House
All Prior Endorsements Guaranteed
SEP 17 1926
2 E B

30

FEDERAL RESERVE BANK of N. Y.
Pay to the order of
ANY BANK, BANKER OR TRUST CO.
All Prior Endorsements Guaranteed
50-453 SEP 16 1926 50-453

40

FIRST NATIONAL BANK & TRUST CO. OF FREEPORT
Freeport, N. Y.
Wm. F. KRAFT, Jr., Cashier

EXHIBIT C-88 (*continued*).

MUCCINI & DECKER
CONTRACTORS

11 No. 952

Brooklyn, N. Y. Dec 20 1926

Pay to the order of R. Spinella \$45000 00/100
Forty Five Thousand and 00/100 Dollars

10

MUCCINI & DECKER
BANK OF THE MANHATTAN COMPANY
At Long Island City ERNEST MUCCINI
1-2 New York City ALBERT DECKER

PAID
12/31/26

20

(*Back of the check*)

R. SPINELLA
RECEIVED PAYMENT
Through the New York Clearing House
DEC 30 1926
Prior Endorsements Guaranteed
LAWYERS TRUST COMPANY
Brooklyn Branch

30

40

EXHIBIT C-88 (*continued*).

MUCCINI & DECKER
CONTRACTORS

11 No. 957

Brooklyn, N. Y. Dec 24 1926

Pay to the order of Jean Navin \$1000 00/100
One Thousand 00/100 Dollars

10

MUCCINI & DECKER
BANK OF THE MANHATTAN COMPANY
At Long Island City ERNEST MUCCINI
1-2 New York City ALBERT DECKER

PAID
1/28/26

20

(*Back of the check*)

JEAN NAVIN
Pay to the order of
FEDERAL RESERVE BANK OF NEW YORK
Prior Endorsements Guaranteed
AMERICAN TRUST COMPANY
1-307 Longt Island City 1-307
J. L. OBERMAYER, Treasurer

30

RECEIVED PAYMENT
Through the New York Clearing House
DEC 27 1926
Prior Endorsements Guaranteed
FEDERAL RESERVE BANK OF NEW YORK

40

EXHIBIT C-88 (*continued*).

MUCCINI & DECKER

11 No. 960

Brooklyn, N. Y. Dec 29 1926

Pay to the order of John Phillips \$4385 52/100
Forty Three Hundred and Eigthy Five 52/100 Dollars

10

MUCCINI & DECKER

BANK OF THE MANHATTAN COMPANY

At Long Island City

1-2

New York City

ERNEST MUCCINI

ALBERT DECKER

PAID
12/31/26

20

(*Back of the check*)

For Deposit
JOHN M. PHILLIPS

30

40

EXHIBIT C-88 (*continued*).

MUCCINI & DECKER
CONTRACTORS

11 No. 1019

Feb 25 1927

Pay to the order of John M. Phillips \$25000 00/100
Twenty Five Thousand 00/100 Dollars

10

MUCCINI & DECKER
BANK OF THE MANHATTAN COMPANY
At Long Island City ERNEST MUCCINI
1-2 New York City ALBERT DECKER

PAID
2/25/27

20

(*Back of the check*)

For Deposit
JOHN M. PHILLIPS

30

40

EXHIBIT C-88 (*continued*).

MUCCINI & DECKER

11 No. 1204

July 12 1927

Pay to the order of Peter Campbell \$17317 00/100
Seventeen Thousand Three Hundred and Seventeen Dollars

10

MUCCINI & DECKER
BANK OF THE MANHATTAN COMPANY
At Long Island City ERNEST MUCCINI
1-2 New York City ALBERT DECKER

PAID
7/16/27

20

(*Back of the check*)

PETER CAMPBELL
JOHN M. PHILLIPS
RECEIVED PAYMENT
Through the New York Clearing House
JUL 15 1927
THE CORN EXCHANGE BANK, N. Y.
Queens County Branch
Endorsements guaranteed

30

40

EXHIBIT C-88 (*continued*).

MUCCINI & DECKER
CONTRACTORS

11 No. 1316

Sep 10 1927

Pay to the order of G. B. Raymond & Co. \$16462 94/100
Sixteen Thousand Four Hundred and Sixty Two 94/100 Dollars

10

MUCCINI & DECKER
BANK OF THE MANHATTAN COMPANY
At Long Island City ERNEST MUCCINI
1-2 New York City ALBERT DECKER

PAID
10/11/17

20

(*Back of the check*)

RECEIVED PAYMENT
Through the New York Clearing House
OCT 10 1927

30

THE CORN EXCHANGE BANK, N. Y.
Queens County Branch
Endorsements guaranteed

40

EXHIBIT C-88 (*continued*).

MUCCINI & DECKER
CONTRACTORS

11 No. 1319

Oct 17 1927

Pay to the order of Lock-Joint Pipe Co. \$1370 71/100
Thirteen hundred, Seventy and 71/100 Dollars

10

MUCCINI & DECKER
BANK OF THE MANHATTAN COMPANY
At Long Island City ERNEST MUCCINI
1-2 New York City ALBERT DECKER

PAID
10/20/27

20

(Back of the check)

Pay to the order of
ORANGE NATIONAL BANK
LOCK JOINT PIPE CO.
A. M. HIRSH, Pres.

30

Pay to the order of
ANY NATIONAL OR STATE BANK
Prior Endorsements Guaranteed
OCT 19 1927

ORANGE NATIONAL BANK
55-170 Orange, N. J. 55-170

Charles Hasler, Cashier
RECEIVED PAYMENT

Through the New York Clearing House
OCT 20 1927

40

MAIL TELLER

Endorsements guaranteed
NAT'L BANK OF COMMERCE

In New York

N - 1

EXHIBIT C-88 (*continued*).

MUCCINI & DECKER
CONTRACTORS

11 No. 1320

Oct 18 1927

Pay to the order of Lock-Joint Pipe Co. \$1193 17/100
Eleven Hundred, ninety-three and 17/100 Dollars

10

MUCCINI & DECKER
BANK OF THE MANHATTAN COMPANY
At Long Island City ERNEST MUCCINI
.1-2 New York City ALBERT DECKER

PAID
10/20/27

20

(Back of the check)

Pay to the order of
ORANGE NATIONAL BANK
LOCK JOINT PIPE CO.
A. M. Hirsh, Pres.

30

Pay to the order of
ANY NATIONAL OR STATE BANK
Prior Endorsements Guaranteed
OCT 19 1927

ORANGE NATIONAL BANK
55-170 Orange, N. J. 55-170
Charles Hasler, Cashier

40

RECEIVED PAYMENT
Through the New York Clearing House
OCT 20 1927
MAIL TELLER

Endorsements guaranteed
NAT'L BANK OF COMMERCE
In New York
N-1

EXHIBIT C-88 (continued).

MUCCINI & DECKER
CONTRACTORS

11 No. 1321

Oct 19 1927

Pa to the order of Lock-Joint Pipe Co. \$1123 66/100
Eleven hundred, twenty-three and 66/100 Dollars

10

MUCCINI & DECKER
BANK OF THE MANHATTAN COMPANY
At Long Island City ERNEST MUCCINI
1-2 New York City ALBERT DECKER

PAID
10/22/27

20

(Back of the check)

Pay to the order of
ORANGE NATIONAL BANK
LOCK JOINT PIPE CO.
A. M. Hirsh, Pres.

30

Pay to the order of
ANY NATIONAL OR STATE BANK
Prior Endorsements Guaranteed
OCT 21 1927

ORANGE NATIONAL BANK
55-170 Orange, N. J. 55-170
Charles Hasler, Cashier
RECEIVED PAYMENT
Trough the New York Clearing House
OCT 22 1927

40

MAIL TELLER
Endorsements guaranteed
NAT'L BANK OF COMMERCE
In New York
N - 1

EXHIBIT C-88 (continued).

MUCCINI & DECKER
CONTRACTORS

11 No. 1322

Oct 23 1927

Pay to the order of Lock-Joint Pipe Co. \$1257 09/100
Twelve hundred, fifty-seven and 09/100 Dollars

10

MUCCINI & DECKER
BANK OF THE MANHATTAN COMPANY
At Long Island City ERNEST MUCCINI
1-2 New York City ALBERT DECKER

PAID
10/26/27

20

(Back of the check)

Pay to the order of
ORANGE NATIONAL BANK
LOCK JOINT PIPE CO.

A. M. Hirsh, Pres.

30

Pay to the order of
ANY NATIONAL OR STATE BANK
Prior Endorsements Guaranteed
OCT 25 1927

ORANGE NATIONAL BANK
55-170 Orange, N. J. 55-170

Charles Hasler, Cashier

RECEIVED PAYMENT

Through the New York Clearing House

40

OCT 26 1927

MAIL TELLER

Endorsements guaranteed
NAT'L BANK OF COMMERCE

In New York

N - 3

EXHIBIT C-88 (*continued*).

MUCCINI & DECKER
CONTRACTORS

11 No. 1323

Oct 23 1927

Pay to the order of Lock-Joint Pipe Co. \$1601 93/100
Sixteen hundred, one and 93/100 Dollars

10

MUCCINI & DECKER
BANK OF THE MANHATTAN COMPANY
At Long Island City ERNEST MUCCINI
1-2 New York City ALBERT DECKER

PAID
10/26/27

20

(Back of the check)

Pay to the order of
ORANGE NATIONAL BANK
LOCK JOINT PIPE CO.
A. M. Rirsh, Pres.

30

Pay to the order of
ANY NATIONAL OR STATE BANK
Prior Endorsements Guaranteed
OCT 25 1927

ORANGE NATIONAL BANK
55-170 Orange, N. J. 55-170
Charles Hasler, Cashier

40

RECEIVED PAYMENT
Through the New York Clearing House
OCT 26 1927
Endorsements Guaranteed
NAT'L BANK OR COMMERCE
In New York
N - 3

EXHIBIT C-88 (*continued*).

MUCCINI & DECKER
CONTRACTORS

11 No. 1324

Oct 23 1927

10 Pay to the order of Lock-Joint Pipe Co.
Twelve hundred, fifty-four and 18/100

\$1254 18/100
Dollars

MUCCINI & DECKER
BANK OF THE MANHATTAN COMPANY

1-2 At Long Island City
New York City

ERNEST MUCCINI
ALBERT DECKER

PAID
10, 26, 27

20

(Back of the check)

Pay to the order of
ORANGE NATIONAL BANK
LOCK JOINT PIPE CO.

A. M. Hirsh, Pres.

30

Pay to the order of
ANY NATIONAL OR STATE BANK
Prior Endorsements Guaranteed
OCT 25 1927

ORANGE NATIONAL BANK
55-170 Orange, N. J. 55-170

Charles Hasler, Cashier

RECEIVED PAYMENT

Through the New York Clearing House

40

OCT 26 1927

MAIL TELLER

Endorsements Guaranteed
NAT'L BANK OF COMMERCE

In New York

N - 3

EXHIBIT C-88 (*continued*).

MUCCINI & DECKER
CONTRACTORS

11 No. 1325

Oct 10 1927

Pay to the order of Welsh Bros. Cont. Co. \$1425 00/100
Fourteen hundred, twenty-five and 00/100 Dollars

10

MUCCINI & DECKER

BANK OF THE MANHATTAN COMPANY

At Long Island City
1-2 New York City

ERNEST MUCCINI
ALBERT DECKER

PAID
10/13/17

20

(*Back of the check*)

Pay to the order of
THE CORN EXCHANGE BANK, N. Y.
WELSH BROS. CONTRACTING CO. Inc.

30

Welsh Bros. Cont. Co.
27 RECEIVED PAYMENT 27
Through the New York Clearing House
OCT 11 1927

THE CORN EXCHANGE BANK, N. Y.
Endorsements Guaranteed
27 Plaza Branch 27

40

EXHIBIT C-88 (*continued*).

MUCCINI & DECKER
CONTRACTORS

11 No. 1327

Oct 10 1927

Pay to the order of Andrew Caplis
Two thousand and no/100

\$2,000 00/100
Dollars

10

MUCCINI & DECKER

BANK OF THE MANHATTAN COMPANY

At Long Island City
1-2 New York City

ERNEST MUCCINI
ALBERT DECKER

PAID
10/11/17

20

(*Back of the check*)

ANDREW CAPLIS

30

40

EXHIBIT C-88 (*continued*).

MUCCINI & DECKER
CONTRACTORS

11 No. 1328

Sep 10 1927

10 Pay to the order of John M. Phillips \$28000 00/100
Twenty Eight Thousand 00/100 Dollars

MUCCINI & DECKER
BANK OF THE MANHATTAN COMPANY
At Long Island City ERNEST MUCCINI
1-2 New York City ALBERT DECKER

PAID
10/10/27

20

(*Back of the check*)

For Deposit
JOHN M. PHILLIPS

30

40

EXHIBIT C-88 (*continued*).

MUCCINI & DECKER
CONTRACTORS

11 No. 1331

Nov. 5 1927

Pay to the order of Lock-Joint Pipe Co. \$1391 94/100
Thirteen hundred, ninety-one and 94/100 Dollars

10

MUCCINI & DECKER
BANK OF THE MANHATTAN COMPANY
At Long Island City ERNEST MUCCINI
1-2 New York City ALBERT DECKER

PAID
11/7/27

20

(*Back of the check*)

Pay to the order of
GUARANTY TRUST CO. of N. Y.
LOCK JOINT PIPE CO.
A. M. Hirsh, Pres.

30

RECEIVED PAYMENT
Through the New York Clearing House
NOV 7 1927

GUARANTY TRUST CO.
of New York
1-107 Transit Dept 1-107
Prior Endorsements Guaranteed 1

40

EXHIBIT C-88 (*continued*).

MUCCINI & DECKER
CONTRACTORS

11 No. 1332

Nov 6 1927

Pay to the order of Lock-Joint Pipe Co.
Fifteen hundred, forty and 86/100

\$1540 86/100
Dollars

10

MUCCINI & DECKER
BANK OF THE MANHATTAN COMPANY
1-2 New York City
At Long Island City

ALBERT DEKER
ERNEST MUCCINI

PAID
11/10/27

20

(Back of the check)

Pay to the order of
ORANGE NATIONAL BANK
LOCK JOINT PIPE CO.
A. M. Hirsh, Pres.

30

Pay to the order of
ANY NATIONAL OR STATE BANK
Prior Endorsements Guaranteed
NOV 9 1927

ORANGE NATIONAL BANK
55-170 Orange, N. J. 55-170
Charles Hasler, Cashier
RECEIVED PAYMENT

40

Through the New York Clearing House
NOV 10 1927
MAIL TELLER

Endorsements Guaranteed
NAT'L BANK OF COMMERCE
In New York

N - 1

EXHIBIT C-88 (*continued*).

MUCCINI & DECKER
CONTRACTORS

11 No. 1398

Nov 9 1927

10 Pay to the order of Lock-Joint Pipe Co. \$1380 41/100
Thirteen hundred, eighty and 41/100 Dollars

MUCCINI & DECKER
BANK OF THE MANHATTAN COMPANY
At Long Island City ERNEST MUCCINI
1-2 New York City ALBERT DEKER

PAID
11/10/27

20

(Back of the check)

30 Pay to the order of
ORANGE NATIONAL BANK
LOCK JOINT PIPE CO.
A. M. Hirsh, Pres.
Pay to the order of
ANY NATIONAL OR STATE BANK
Prior Endorsements Guaranteed
NOV 9 1927

40 ORANGE NATIONAL BANK
55-170 Orange, N. J. 55-170
Charles Hasler, Cashier
RECEIVED PAYMENT
Through the New York Clearing House
NOV 10 1927
MAIL TELLER
Endorsements Guaranteed
NAT'L BANK OF COMMERCE
In New York
N - 1

EXHIBIT C-88 (*continued*).

MUCINI & DECKER
CONTRACTORS

11 No. 1399

Nov 9 1927

10 Pay to the order of Ryan-Bulkey-Hickey Corp. \$25,367 67/100
Twenty-five thousand, three hundred and
sixty-seven 67/100 Dollars

MUCCINI & DECKER
BANK OF THE MANHATTAN COMPANY
At Long Island City ERNEST MUCCINI
1-2 New York City ALBERT DEKER

PAID
11/10/27

20

(*Back of the check*)

30 For Deposit
LAWYERS TRUST CO.
RYAN-BULKLEY-HICKEY CORP.
Prior Endorsements Guaranteed
LAWYERS TRUST COMPANY
NOV 9 1927
RECEIVED PAYMENT
Through New York Clearing house

40

EXHIBIT C-88 (*continued*).

MUCCINI & DECKER
CONTRACTORS

11 No. 1400

Nov 7 1927

Pay to the order of Eugene Dolan
Five Hundred & Seventy 00/100

\$570 00/100
Dollars

10

MUCCINI & DECKER
BANK OF THE MANHATTAN COMPANY
At Long Island City
New York City

ERNEST MUCCINI
ALBERT DEKER

1-2

N. P. 1-307

PAID
11/10/27

20

(*Back of the check*)

ANDREW ZORN
Pay to
ANY BANK, BANKER, or TRUST CO.,
OR ORDER
NOV 9 1927
LAWRENCE LAUDISI
Private Banker,
Long Island City, N. Y.

30

Pay to the order of
FEDERAL RESERVE BANK OF NEW YORK
Prior Endorsements Guaranteed
AMERICAN TRUST CO. OF N. Y.
1-307 Long Island City 1-307
J. L. Obermyer, Treas.
RECEIVED PAYMENT
Through the New York Clearing House
NOV 9 1927

40

EXHIBIT C-132

EXHIBIT C-132.

10 *(Contract between The City of New York and Kennedy & Smith, Inc., for the construction of a sanitary sewer and appurtenances in Laburnum Avenue from Kissena Blvd. (Jamaica Ave.) to 156th (16th) Street; 156th (16th) Street from Laburnum Ave. to 46th (Queens) Ave.; 46th (Queens) Avenue from 156th (16th) St. to 164th (24th) St., and in 167th (17th) Street from 46th (Queens) Ave, to 43rd (California-Cypress) Ave., and also combined sewers and appurtenances in Laburnum Avenue from Kissena Blvd. (Jamaica Ave.) to 156th (16th) St., and in 156th (16th) Street from Laburnum Aveunc to 46th (Queens) Ave., Third Ward, Borough of Queens, together with all work incidental thereto, on Feb. 4, 1925).*

20

THE CITY OF NEW YORK — DEPARTMENT OF FINANCE
OFFICE OF THE COMPTROLER

30

CONTRACT SUMMARY

Contractor Kennedy & Smith, Inc. No. 73676

Names of sureties United States idelity & Guaranty Co.,
Eagle Indemnity Co.

Amount of bond \$80,000

40

Date of award Jan. 26, 1925 Departement of President og the
Borough of Queens

Dote of contract Feb. 4, 1925

EXHIBIT C-132 (continued).

DESCRIPTION OF WORK

10 For the construction of a sanitary sewer and appurtenances in LABURNUM AVENUE from Kissena Blvd. (Jamaica Ave.) to 156th (16th) Street; 156th (16th) STREET from Laburnum Ave. to 46th (Queens) Ave.; 46th (Queens) AVENUE from 156th (16th) St. to 164th (24th) St., and in 157th (17th) STREET from 46th (Queens) Ave. to 43rd (California-Cypress) Ave., and also combiner sewers and appurtenances in Laburnum Avenue from Kissena Blvd. (Jamaica Ave.) to 156th (16th) St., and in 156th (16th) STREET from Laburnum Avenue to 46th (Queens) Ave., Third Ward, Borough of Queens, together with all work incidental thereto.

20

TYPE B

Original estimate	\$168,792.80
A. E.	3,895.70
	<hr/>
	172,688.50

ACCOUNTS TO BE CHARGED

30

C. F. M. 25.

The obligation on this surety bond ceases as to anything occurin after April 1st, 1927.

If the conditions of the contract have been complied with, the retained percentage (if any) is due on or after April 1st, 1927.

40

GEORGE W. MORTAR,

Examiner.

EXHIBIT C-132 (continued).

PAYMENTS, AMOUNTS RETAINED AND EARNED.

	Date	85% Payments	Amount paid to date	Amount retained to date	Amount earned to date
10	5-14-25	23,220.30	23,220.30	4,097.70	27,318.00
		Pursuant to chap. 394, Laws of 1921			
	6- 8-25	4,097.70	27,318.00		
	7- 8-25	24,026.22	51,344.22	4,239.91	55,584.13
	8-14-25	19,988.81	71,333.03	7,767.35	79,100.38
	9-15-25	16,695.44	8,802.47	10,713.61	98,742.08
	10-23-25	20,517.30	108,545.77	14,334.31	122,880.08
20	11-24-25	23,428.12	131,973.89	18,468.69	150,442.58
	2- 8-26	14,592.50	146,566.39	21,043.84	167,610.23
	6- 2-26	22,621.61	169,188.00	3,500.50	172,688.50
	7-22-26	3,600.50	Pursuant to Chap. 394, Laws of 1921		
		172,688.50			

IN FULL

30 Liberty Bonds & Corporate Stock
Deposited as follows:

Par Value \$3,500.00

Market Value 3,548.75

R1407

40

EXHIBIT C-132 (*continued*).

RESOLUTION

(Cal. No. 80)

10 WHEREAS, The President of the Borough of Queens has transmitted to the Board of Estimate and Apportionment a copy of a resolution of the Local Board of the Jamaica District, duly adopted by said Board on the 29th day of December, 1921, and approved by the Acting President of the Borough of Queens on the 31st day of December, 1921, as follows, to wit:

 “RESOLVED, That this Board does hereby initiate proceedings for the said local improvement to wit:

20 “For the construction of a sanitary sewer and appurtenances in Laburnum avenue from Kissena boulevard (Jamaica avenue) to 156th (16th) street, 156th (16th) street from Laburnum avenue to 46th (Queens) avenue, 46th (Queens) avenue from 156th (16th) street to 164th (24th) street; and in 157th (17th) street from 46th (Queens) avenue to 43rd (California-Cypress) avenue, Third Ward, Borough of Queens.”

30 RESOLVED, That the Board of Estimate and Apportionment hereby authorizes the President of the Borough of Queens to prepare plans, specifications and an estimate of cost based on actual survey, and also to secure a determination of the boundary of the district of assessment; the entire expense of the work done subsequent to the date of this authorization to be charged against the Street Improvement fund and later included in the assessment.

40 RESOLVED, That the Board of Estimate and Apportionment will consider the authorization of the construction of the said proposed improvement after the President of the Borough of Queens has submitted a statement showing that all of the above described work has been done, that he has secured the approval of the form of contract by the Corporation Counsel, that he is prepared to place the improvement under contract as soon as he receives the consent of the Board, and that the assessment may will be completed on or before the date of payment on acceptance; this report being accompanied by a further statement

EXHIBIT C-132 (*continued*).

showing the quantity of work to be performed under each item and the unit price thereof, the expense incurred for preliminary work, the allowance to be made for additional engineering and contingencies, the total probable cost, and the number of working days to be allowed the contractor for carrying out the work.

10 A true copy of resolution adopted by the Board of Estimate and Apportionment, AUGUST 14, 1924.

ETER J. McGOWAN,
Secretary.

20

30

40

EXHIBIT C-132 (*continued*).

RESOLUTION

BOARD OF ESTIMATE AND APPORTIONMENT

10

CITY OF NEW YORK

(Cal. No. 74-A)

Resolved, That the resolution adopted by the Board of Estimate and Apportionment on August 14, 1924, granting preliminary authorization for the construction of a sanitary sewer and appurtenances in Laburnum avenue from Kissena boulevard (Jamaica avenue) to 156th (16th) street, 156th (16th) street from Laburnum avenue to 46th (Queens) avenue, 46th (Queens) avenue from 156th (16th) street to 164th (24th) street, and in 20 157th (17th) street from 46th (Queens) avenue to 43rd (California-Cypress) avenue, Third Ward, ough of Queens, be and the same ils amended to read asfollows:

Whereas, The President of the ough of Queens has transmitted to the Board of Estimate and Apportionment a copy of a resolution of the Local Board of the Jamaica District, duly adopted by said Board on the 18th day of December, 124, and approved by the Acting President of the Borough of Queens on 30 the 18th day of December, 1924, initiating proceedings for the following local improvement, to wit:

“For the construction of a sanitary sewer and appurtenances in Laburnum avenue from Kissena boulevard (Jamaica avenue) to 156th (16th) street, 156th (16th) street from Laburnum avenue to 46th (Queens) avenue, 46th (Queens) avenue from 156th (16th) street to 164th (24th) street, and in 157th (17th) street from 46th (Queens) avenue to 43rd (California-Cypress) avenue and also combined sewers and appurtenances 40 in Laburnum avenue from Kissena boulevard (Jamaica avenue) to 156th (16th) street, and in 156th (16th) street from Laburnum avenue to 46th (Queens) avenue, Third Ward, ough of Queens.” —and which resolution is accompanied with an approximate estimate of the cost of the work and the assessed value of the property benefited.

EXHIBIT C-132 (*continued*).

10 Resolved, That the Board of Estimate and Apportionment hereby authorizes the President of the Borough of Queens to prepare plans, specifications and an estimate of cost based on actual survey, and also to secure a determination of the boundary of the district of assessment; the entire expense of the work done subsequent to the date of authoriation to be charged against the Street Improvement Fund and later included in the assessment.

20 Resolved, That the Board of Estimate and Apportionment will consider the authorization of the construction of the said proposed improvement after the President of the Borough of Queens has submitted a statement showing that all of the above described work has been done, that he has secured the approval of the form of contract by the Corporation Counsel, that he is prepared to place the improvement under contract as soon of he receives the consent of the Board, and that the assessment map will be completed on or before the date of payment and acceptance; this report to be accompanied by a further statement showing the quantity of work to be performed under each item and the unit price thereof, the expense incurred for preliminary work, the allowance to be made for additional engineering and contingencies, the total probable cost, and the number of working days to be allowed the contractor for carrying out the work.

30 A true copy of resolution adopted by the Board of Estimate and Apportionment, DECEMBER 22, 1924.

JAMES MATTHEWS,
Assistant Secretary.

EXHIBIT C-132 (*continued*).

RESOLUTION

BOARD OF ESTIMATE AND APPORTIONMENT

CITY OF NEW YORK

10

Cal. No. 74-B)

20 A copy of a resolution of the Local Board of the Jamaica District, duly adopted by said Board on the 18th of December, 1924, and approved by the Acting President of the Borough of Queens on the 18th day of December, 1924, having been transmitted to the Board of Estimate and Apportionment, initiating proceedings for the following local improvement, to wit:

30 "For the construction of a sanitary sewer and appurtenances in Laburnum avenue from Kissena boulevard (Jamaica avenue) to 156th (16th) street, 156th (16th) street from Laburnum avenue to 46th (Queens) avenue, 46th (Queens) avenue from 156th (16th) street to 164th (24th) street, and in 157th (17th) street from 46th (Queens) avenue to 43rd (California-Cypress) avenue; and also combined sewers and appurtenances in Laburnum avenue from Kissena boulevard (Jamaica avenue) to 156th (16th) street, and in 156th (16th) street from Laburnum
40 avenue to 46th (Queens) avenue, Third Ward, Borough of Queens," —and thereupon, on the 14th day of August, 1924, and the 22d day of December, 1924, resolutions having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of Queens to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey and further resolving that the Board of Estimate would consider the authorization of the construction of the proposed improvement after the President of the Borough of Queens had submitted certain statements as provided in the said resolutions, and the said resolutions having been duly complied with by the President of the Borough of Queens, as appears by papers and documents on the files of the Board of Estimate and Apportionment, and there having been presented to the Board of Estimate and Apportionment an estimate in writing in such detail as the Board of Estimate and Apportionment

EXHIBIT C-132 (*continued*).

detail as the Board has directed that the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of \$185,000; and a statement of the assessed value according to the last preceding tax roll of the real estate, included within the probable area of assessment, to wit, the sum of \$16,058,680, having also been presented; it is

10 Resolved, That the said resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said improvement.

20 A true copy of resolution adopted by the Board of Estimate and Apportionment, DECEMBER 22, 1924.

JAMES MATTHEWS,
Assistant Secretary.

30

40

EXHIBIT C-132 (continued).

CONTRACT NO. 73676

The City of New York

ADVICE OF AWARD OF CONTRACT

10 (This copy to be retained by Bookkeeping Division,
Department of Finance)

Dept of PRESIDENT OF THE BOROUGH OF QUEENS.

*Date JAN 26, 1925

Comptroller of the City of New York :

20 Please take notice that the following described contract
has this day* been awarded to Contractor Kennedy & Smith, Inc.,

Address Bradford Avenue & Henry Street, Flushing, N. Y.

Sureties United States Fidelity & Guaranty Co. 40,000

Eagle Indemnity Co. 40,000

Amount of bond \$80,000.00

30

DETAILS OF PURPOSE OF CONTRACT

40 For the construction of a sanitary sewer and appurte-
nances in LABURNUM AVENUE from Kissena Blvd. (Jamaica
Ave.) to 156th (16th) Street; 156th (16th) STREET from
Laburnum Ave. to 46th (Queens) Ave; 46TH (Queens) AVENUE
from 156th (16th) St. to 164th (24th) St., and in 157TH (17th)
STREET from 46th (Queens) Ave. to 43rd (California-Cypress)
Ave., and also combined sewers and appurtenances in LABUR-
NUM AVENUE from Kissena Blvd. (Jamaica Ave.) to 156th
(16th) St., and in 156TH (16th) STREET from Laburnum Ave.
to 46th (Queens) Ave., Third Ward, Borough of Queens, together
with all work incidental thereto.

EXHIBIT C-132 (continued).

TYPE "B"

	Contract Chargeable to Code No.	Estimated Amount	Contracts Previously Awarded (Including Adjustments)	Open Market Orders Issued To Date (Including Adjustments)	Misc. Vouchers, Payrolls, and Other Charges
10	C.F.M. 25	\$168,792.80	\$17,811,719.97	\$23,052.83	\$1,191,686.50

Enter full titles of accounts and refer to code numbers by means of line numbers in margin.

Street Improvement Fund.

Yours respectfully,

20

MICHAEL J. SHUGRUE,
Acting President, Borough of Queens,
Head of Dept.

30

* This will be the date of the entry by which the fund is charged with the estimated amount of the contract both in the department making the award and by the Department of Finance. There must therefore be no delay in forwarding this advice.

40

EXHIBIT C-132 (*continued*).

City of New York
Office of
THE PRESIDENT OF THE BOROUGH OF QUEENS

10 Maurice E. Connolly
President

Bernard M. Patten
Secretary

Long Island City, February 14, 1925.

Hon. Charles L. Craig,
20 Comptroller, City of New York.

Sir:—

I beg to transmit herewith, for registration in the Department of Finance, the following described contract:—

30 “For regulating, grading, curbing, laying sidewalks and constructing receiving basins, where necessary, together with all work incidental thereto, between 84th Street and 96th Street, in 91ST AVENUE, Borough of Queens.”

“For regulating and repaving with sheet asphalt upon a concrete foundation with all work incidental thereto, in JACKSON AVENUE from Borden Avenue to Thomson Avenue, Borough of Queens.”

Yours very truly,

40 MICHAEL J. SHUGRUE,
Acting President of the Borough of Queens.

JJR-PJH

encls

EXHIBIT C-132 (continued).

City of New York
Office of the
PRESIDENT OF THE BOROUGH OF QUEENS.

10 Maurice E. Connolly
President

Bernard M. Patten,
Secretary

Long Island City, March 2, 1925.

Charles L. Craig, Comptroller,
20 City of New York.

Sir:—

Referring to contract, No. 73676:—

30 “For the construction of a sanitary sewer and appurtenances in LABURNUM AVENUE from Kissena Blvd. (Jamaica Ave.) to 156th (16th) Street; 156TH (16th) STREET from Laburnum Ave. to 46th (Queens) Avenue; 46TH (Queens) AVENUE from 156th (16th) St. to 164th (24th) Street, and in 157TH (17th) STREET from 46th (Queens) Ave. to 43rd (California-Cypress) Ave. and also combined sewers and appurtenances in LABURNUM AVENUE from Kissena Blvd. (Jamaica Ave.) to 156th (16th) Street, and in 156TH (16th) STREET from Laburnum Ave. to 46th (Queens) Ave., Third Ward, Borough of Queens, together with all the work incidental thereto.”

40 I beg to inform you that the contractor, Kennedy & Smith, Inc., Bradford Avenue and Henry Street, Flushing, N. Y., has been ordered to commence the work on said contract within seven days after service, by mail or otherwise, of the notice, irrespective of the date of same.

Yours very truly,

MICHAEL J. SHUGRUE,

Acting President of the Borough of Queens..

JJR-PJH

THE NOTICE TO CONTRACTOR WAS MAILED MAR 9, 1925.

EXHIBIT C-132 (*continued*).

City of New York
Office of the
PRESIDENT OF THE BOROUGH OF QUEENS

10 Maurice E. Connolly
President

Long Island City, June 16th, 1926.

Hon. Charles W. Berry, Comptroller,
Municipal Building,
New York City.

Sir:—

20 In accordance with the recommendation of the Engineer of Sewers, this Department, I have granted an extension of time eighty (80) days, to Kennedy & Smith, Inc., Bradford Avenue and Henry Street, Lushing, N. Y., in which to complete the work in connection with contract No. 73676;

“For the construction of sanitary sewer, etc., in Laburnum Avenue from Kissena Boulevard (Jamaica Ave.) to 156th (16th) Street, etc., 3rd Ward.”

30 The contractor is not credited with having completed this work until April 15th., 1926, although the actual work of constructing the sewer was completed and the sewer put in use in December, 1925, the outlet sewer had not been completed and the old sewer, draining to this new sewer had not been completed and the old sewers, draining to this new sewer, had the flow diverted by means of a temporary outlet, which is still being used. All of the work was not called done and the roadways restored, which could not be done in the winter months.

40 In view of the fact that this sewer has been in use and no body has been inconvenienced as a result of the work running over the contract time, the above extension of time was granted.

Very truly yours,

MAURICE E. CONNOLLY,
President of the Borough of Queens.

JS.

EXHIBIT C-132 (*continued*).

PRESIDENT OF THE BOROUGH OF QUEENS

Bureau of Engineering-Construction — Division of Highways

Borough of Queens — Queens Subway Building (L. I. City)

10 Maurice E. Connally
President

2.12.4000 Mar 11960-30 4¹/₄

L. B. 649505 100 Sept. 11928 4¹/₄

June 30, 1926.

Subject:

20 Hon. Maurice E. Connolly,
President of the Borough of Queens.

Sir:—

I have examined, approved and herewith transmit Certificate in the amount of \$4,097.70, on Contract No. 73676;

30 "For constructing a sanitary sewer, etc., in LABURNUM AVE. from Kissena Blvd. (Jamaica Ave.) to 156th (16th) St., etc., Third Ward."

This voucher is made out in the name of Kennedy & Smith, Inc., who is the contractor.

The amount written therein was retained in the form of securities by the Comptroller to insure maintenance.

The maintenance period expired on June 21, 1926.

No inspection was necessary.

40 I recommend that this certificate be forwarded for payment.

Very truly yours,

JAMES RICE,

Engineer in Charge,
Engineering Construction.

Encls.

EXHIBIT C-132 (*continued*).

See correct statement as to their sum by J. F. Perrine,
eng. of Sewers.

E. J. S. 7/26/26.

Release offer audit of final payt'

10

PRESIDENT OF THE BOROUGH OF QUEENS

Bureau of Engineering-Construction — Division of Highways

Borough of Queens — Queens Subway Building (L. I. City)

20 Maurice E. Connolly
President

December 4, 1926.

30 Subject: For constructing a sanitary sewer and etc., Laburnum
Ave. from Kissena Blvd (Jamaica Ave) to 156th (16th)
St. 156th (16th) St. fr Laburnum Ave to 46th (Queens)
Ave. 46th (Queens) Ave fr 156th (16th) St to 164th (24th)
St and in 157th (Queens) Ave fr 46th Ave. to 43rd
(California-Cypress) Ave and also Laburnum Ave fr
Kissena Blvd to 156th St and in 156th St. from Laburnum
Ave to 46th (Queens) Ave (Combined sewers) 3rd Ward.

Mr. James J. Blake,
Engineer of Highways.

Dear Sir:—

40 I hereby certify that I have inspected November 30, 1926
the roadways and pavements disturbed in the construction of
the above sewer and find same in good condition.

Respectfully,

(Signed) A. F. WERNER,

Engineer Inspector.

AW/AM

EXHIBIT C-132 (*continued*).

PRESIDENT OF THE BOROUGH OF QUEENS

Bureau of Engineering-Construction — Division of Highways

Borough of Queens — Queens Suway Building (L. I. City)

10 Maurice E. Connolly
President

Decemer 4, 1926.

20 Subject: For constructing a sanitary sewer and Laburnum Ave
from iKssena Blvd (Jamaica Ave) to 156th (16th) St.
156th (16th) St fr Laburnum Ave to 46th (Queens) Ave
46th (Queens) Ave fr 156th (16th) St to 164th (24th) St
and in 157th (17th) St. fr 46th Ave to 43rd (California-
Cypress) ave and also Laburnum Ave fr iKssena Blvd to
156th St. and in 156th St. from Laburnum Ave to 46th
(Queens) Ave (Combines) Sewers) 3rd Ward.

J. Franklin Perrine, Esq.,

Engineer of Sewers.

Dear Sir:—

30 In reply to your communication of November 29, 1926,
we have had an inspection made of the roadway, curb and side-
walks where disturbed in the above streets, and find same to be
in good condition and in accordance with specifications.

Very truly yours,

J. J. BLAKE,

Engineer of Highways.

(Inspector's report accompanies.)

40

AW/AM

EXHIBIT C-132 (continued).

THE CITY OF NEW YORK

10 Certificate to Release Securities Deposited with the Comptroller
in Lieu of Retained Percentages, pursuant to Chapter 394
of the Laws of 1921 as Amended

Department Pres't. Boro. Queens. Contract No. 73676

Eng'g.-Construction (Sewers)

Contractor Kennedy & Smith, Inc.

20 Date of Completion and Acceptance of Work June 4/26

Description of Work Sanitary sewer &c. LAURNUM AVE. fr.
Kissena Blvd (Jamaica Ave) to 156th (16th) St. in 156TH.
ST. fr. Laburnum Ave. to 46th (Queens) Ave. in 46TH
(QUEENS) AVE. fr. 156th. St. to 164th. St. &c. 3rd. Ward.

Amount Due on Expiration of Six (6) months
Maintenance \$3,500.50

30 Certificates to be signed by competent persons
cognizant of the facts.

I HEREBY CERTIFY that I have examined the work
above named and find it in good order and in conformity with
the contract and specifications thereof, and that the period of
kuarantee for which the above amount was retained has expired.

Date: December 7th, 1926

40 ? ? ? JOHNSON,

Acting Highway Engineer.

I HEREBY CERTIFY that the contractor is entiled to the
return of such securities as may have been deposited with the
Comptroller to cover the sum of \$3,500.50 retained as mainten-
ance which became due on December 4th, 1926.

EXHIBIT C-132 (continued).

Date: December 7th, 1926. J. FRANKLIN PERRINE,
All computations verified Engineer of Sewers.

J. J. McMALLEY, Clerk.

L. C. CONNOLLY, Department Auditor.

10

Certificate to be signed by the head of Department

I HEREBY CERTIFY : Upon the information contained
in the certificates hereto attached by persons severally designated
by me to make such certificates and whose signatures thereto
are known by me to be genuine, and to the best of my knowledge,
information and belief, that the work has been aintained as re-
quired by the contract and is now in good condition; I further
certify that the retained amount as set forth therein is now due
20 and that any securities that may have been deposited in lieu
thereof may be released.

Date: DEC. 14, 1926. MICHAEL J. SHUGRUE,
Acting President, Borough of Queens.

Approved for release of security
to the par value of \$3,500.00

30

.....

Auditor of Accounts.

Received in Division of Engineering, Dec 15, 1926.

DEPT. OF FINANCE

This work in good order, claimant entitled to release of securities.

40

.....

Asst' Engineer.
Dept. of Finance.

EXHIBIT C-132 (continued).

THE CITY OF NEW YORK

Office of the

PRESIDENT OF THE BOROUGH OF QUEENS

10 Bureau of Engineering Construction — Division of Sewers

MAURICE E. CONNOLLY, President of the Borough

Queens Subway Building

Telephone, 5400 Hunters Point

20 Long Island City, N. Y., December 10, 1926

The Honorable Maurice E. Connolly,
President of the Borough of Queens.

Sir:

30 Herewith please find certificate for \$3500.50 in favor of
Kennedy & Smith(Inc., Bradford Ave. and Henry St., Flushing,
N. Y., being the amount retained for six months as security for
repairs to the street surface and paid in accordance with Chapter
395, Laws of 1921, on contract #73676:

For constructing sanitary sewer, etc. in Laburnum Ave.
from Kissena Blvd. (Jamaica Ave.) to 156th (16th) St., etc.,
3rd Ward.

Yours respectfully,

40

J. FRANKLIN PERRINE,

JFP/I

Engineer of Sewers.

(Certificate attached)

EXHIBIT C-132 (*continued*).

PRESIDENT OF THE BOROUGH OF QUEENS

Bureau of Engineering-Construction

Division of Highways — Borough of Queens

10 Queens Subway Building — (L. I. City)

Maurice E. Connolly,
President

December, 11, 1926.

Subject :

Hon. Maurice E. Connolly,
President of the Borough of Queens.

20 Sir:—

I have examined, approved and herewith transmit Certificate in the amount of \$3,500.50, on Contract No. 73676 —

“For constructing sanitary sewer, etc., in LABURNUM AVE., from Kissena Blvd. (Jamaica Ave.) to 156th (16th) St., etc., 3rd Ward.”

30 This voucher is made out in the name of Kennedy & Smith, Inc., Bradford Ave. and Henry St., Flushing, N. Y., who is the contractor.

The amount written therein was retained in the form of securities by the Comptroller to insure maintenance.

The maintenance period expired on December 4, 1926.

40 I recommend that this certificate be forwarded for payment.

Very truly yours,

JAMES RICE,

Engineer in Charge,
Engineering-Construction.

Encl.
JK

EXHIBIT C-132 (continued).

CONTRACT #73676

KENNEDY & SMITH, INC.

	Date	Retained percent- age payments by City	Corporate stock substituted	Corporate stock released	Date
10	1925				
	June 16	\$4,097.70	\$4,100.00	7/26/26	\$4,100.
		ayable at time of final payement.		IN FULL	
				E. J. S.	
	1926	Maintenance Obligations			
20	July 30	3,500.50	3,500.00	1/5/27	3500.
				IN FULL	
				E. J. S.	

30



40

EXHIBIT C-132 (*continued*).

FINAL AUTHORIZATION GRANTED BY UNANIMOUS
CONSENT OF THE BOARD OF ESTIMATE & APPORTION-
MENT ON DECEMBER 22, 1924.

10 NOTICE.—Bidders are particularly requested to carefully
examine the Proposal for Bids, Form of Agreement, Specifica-
tions, Plan and the location of the work and the surroundings
thereof before bidding.

No. 4

CITY OF NEW YORK

20

Office of

THE PRESIDENT OF THE BOROUGH OF QUEENS.

BUREAU OF SEWERS

30

1924.

ASSESSMENT WORK

Proposal for Bids, Bid, Bond, Agreement and Specifications
For the construction of a sanitary sewer and appurtenances in
LABURNUM AVENUE from Kissena Blvd. (Jamaica Ave.) to
156th (16th) Street; 156TH (16th) STREET from Laburnum
40 Avenue to 64th (Queens) Avenue; 46TH (Queens) AVENUE
from 156th (16th) Street to 164th (24th) Street, and in 157TH
(17th) STREET from 46th (Queens) Avenue to 43rd (California-
Cypress) Avenue, and also combined sewers and appurtenances
in LABURNUM AVENUE from Kissena Blvd. (Jamaica Ave.)
to 156th (16th) Street, and in 156TH (16th) STREET from
Laburnum Avenue to 46th (Queens) Avenue, Third Ward, Bor-
ough of Queens, together with all the work incidental thereto.

EXHIBIT C-132 (*continued*).

No. 2

TYPE B

City of New York

Office of

10 THE PRESIDENT OF THE BOROUGH OF QUEENS.

BUREAU OF SEWERS

20 Sealed Bids or Proposals for the herein named work will be received at the office of the President of the Borough of Queens, on the 4th Floor of the Queens Subway Building, 68 Hunterspoint Avenue, Long Island City, Borough of Queens, in The City of New York, until 11 o'clock a. m.

ON JAN 19, 1925.

The time allowed for the completion of the work and the full performance of the contract is 200 CONSECUTIVE WORKING DAYS.

30 The liquidated damages for each day in excess of the allowed time, as stipulated in the contract, is 10 dollars per day.

The amount of SECURITY or surety bon required will be (\$80,000.00).

40 NOTE.—All bids must be submitted upon the proper blank form of bid and in the sealed envelope prepared and furnished by the Borough President, and must be made out as required. Any bid which fails to name the price, both *in writing* and *in figures* per unit of measurement for each and every item of the proposed work where quantities are given, or is incomplete, conditional, obscure, or irregular, may be held to be informal and may be rejected, and in case of any discrepancy between the price written in and the bid and that given in figures, the price in writing will be considered as the bid. The writing must be in ink.

EXHIBIT C-132 (*continued*).

BID OR ESTIMATE

10 For the construction of a sanitary sewer and appurtenances in LABURNUM AVENUE from Kissena Blvd. (Jamaica Ave.) to 156th (16th) Street; 156TH (16th) STREET from Laburnum Avenue to 46th (Queens) Avenue; 46TH (Queens) AVENUE from 156th (16th) Street to 164th (24th) Street, and in 1567TH (17th) STREET from 46th (Queens) Avenue to 43rd (California-Cypress) Avenue, and also combined sewers and appurtenances in LABURNUM AVENUE from Kissena Blvd. (Jamaica Ave.) to 156th (16th) Street, and in 156TH (16th) STREET from Laburnum Avenue to 46th (Queens) Avenue, Third Ward, oBrough of Queens, together with all the work incidental thereto.

20 Made by the firm or corporation of KENNEDY & SMITH, INC.
Address Bradford & Henry St., Flushing.

NAME AND ADDRESS OF EACH AND EVERY MEMBER
OF THE FIRM OR PRINCIPAL OFFICERS
OF THE CORPORATION.

30 NOTE.—The *bidder's name and residence or address* must be inserted herebelow, and in case of a firm, *the name and address of each and every member of the firm must be inserted.*

In case a bid shall be submitted by or in behalf of any corporation, the complete legal name and address of such *corporation* must be written here below, together with the name, address and title of the principal officers of the corporation.

Name Covert T. Smith, resident

Address 66 Franklin Place, Flushing

40 Name C. H. Kennedy, Vice-President

Address 66 Franklin Place, Flushing

Name Harry L. Smith, Sec. & Treas.

Address 166 State St., Flushing

The party named above (of lawful age), as *Bidder, declares*: That the only person or persons interested in this bid

EXHIBIT C-132 (*continued*).

10 or proposal as principal or principals is or are named above, and that no other person than herein above named has any interest in this bid or in the contract proposed to be taken; *that* this bid is made without any connection with any other person or persons making a bid for the same work or purpose; *that* the bid is in all respects fair and without collusion or fraud, and *that* no member of the Board of Aldermen, no head of a department, no chief of
15 a bureau, deputy thereof or clerk therein, nor any other officer or employee of The City of New York, is, shall be or become, directly or indirectly, interested as contracting party, partner, stockholder, surety or otherwise in the performance of the contract, or in the supplies, work or business to which it relates, or in any portion of the profits thereof; *that* he has examined the form of contract and specifications approved by the Corporation Counsel and any plans therein referred to, and that he has visited
20 the site of the proposed work and has made himself familiar with all the existing conditions; and he proposes and agrees, if this bid be accepted, that he will contract in the form so approved, to provide, furnish and deliver all necessary work, labor, services, materials or supplies, machinery, tools, plant, and appliances, and to perform and complete all the work mentioned in said approved form of contract and specifications, and in strict accordance with the terms and conditions thereof, and that he will accept in full payment therefor the following named sums or prices:

30 The Engineer's estimate of the quantities as advertised and the nature and extent of the work and materials or supplies required, though stated with as much accuracy as is practicable in advance, are approximate only and are given to form a basis of comparison for testing bids and are not guaranteed to be accurate and are not considered as a binding feature of the contract. *Before bidding, Contractors must satisfy themselves by personal examination of the Plans, Specifications, Contract, and location of the proposed work,* and by such other means, as they may prefer, as to the accuracy of the foregoing statement, and
40 must determine for themselves, and allow for all difficulties which may be encountered in the prosecution of the work.

T Y P E "B"

1. 31 Linear Feet 2'-9" x 6'-0" Reinforced Concrete Sewers, Per Linear Foot, Thirty Dollars (\$30.00).

EXHIBIT C-132 (continued).

2. 1,787 Linear Feet 3'-3" Reinforced Concrete Pipe Sewer (Precast Type "B"), Per Linear Foot, Thirty One 50/100 Dollars (\$31.50).
3. 1,391 Linear Feet 2'-9" Reinforced Concrete Pipe Sewer (Precast Type "B"), Per Linear Foot, Fifteen 30/100 Dollars (\$15.30).
- 10 4. 1,857 Linear Feet 2'-3" Reinforced Concrete Pipe Sewer (Precast Type "B"), Per Linear Foot, Fifteen 05/100 Dollars (\$15.05).
5. 1,073 Linear Feet 24-inch Reinforced Concrete Pipe Sewer (Precast Type "B"), Per Linear Foot, Sixteen 50/100 Dollars (\$16.50).
- 20 6. 736 Linear Feet 24-inch Reinforced Concrete Pipe Sewer (Precast Type "B"), Per Linear Foot, Ten Dollars (\$10.00).
7. 305 Linear Feet 18-inch Vitrified Pipe Sewer, Per Linear Foot, Five Dollars (\$5.00).
8. 250 Linear Feet 15-inch Vitrified Pipe Sewer, Per Linear Foot, Four 50/100 Dollars (\$4.50).
- 30 9. 2,866 Linear Feet 12-inch Vitrified Pipe Sewer, Per Linear Foot, Three 25/100 Dollars (\$3.25).
10. 50 Linear Feet 10-inch Vitrified Pipe Sewer, Per Linear Foot, Three 25/100 Dollars (\$3.25).
11. 50 Linear Feet 8-inch Vitrified Pipe Sewer, Per Linear Foot, Three 25/100 Dollars (\$3.25).
- 40 12. 87 Manholes and Drop Manholes, Complete, Each, One hundred and fifty six Dollars (\$156.00).
13. 1 Chamber in 157th St. at 43rd Ave. Complete, Four thousand and thirty five Dollars (\$4035.00).
14. 1 Chamber in 156th St. at 46th Ave., Complete, Eight hundred and twenty eight Dollars (\$828.00).

EXHIBIT C-132 (continued).

15. 1 Chamber "A" in 156th St. at Laburnum Ave., Complete, Twelve hundred and sixty Dollars (\$1260.00).
16. 1 Chamber "B" in 156th St. at Laburnum Ave., Complete, Four hundred and eighty Dollars (\$480.00).
- 10 17. 5 Basin Manholes, Complete, Each, One hundred and fifty Dollars (\$150.00).
18. 2 Basin Manholes (Type #2), Complete, Each, Two hundred Dollars (\$200.00).
19. 5 Inlets, Complete, Each, Sixty five Dollars (\$65.00).
20. 150 Linear Feet 12-inch Vitrified Pipe, Basin Connection, Per Linear Foot, Three Dollars (\$3.00).
- 20 21. 75 Linear Feet 10-inch Vitrified Pipe, Basin Connection, Per Linear Foot, Two Dollars (\$2.00).
22. 940 Linear Feet 6-inch Vitrified Pipe, House Connection, Drains, Per Linear Foot, One 75/100 Dollar (\$1.75).
23. 200 Vertical Feet "Risers", Per Vertical Foot, Three Dollars (\$3.00).
24. 158 Six-inch Spurs 24-inches long on Reinforced Concrete Pipe Sewers (Precast Type "C"), Each, One Dollar (\$1.00).
- 30 25. 10 Six-inch Spurs on 18-inch Vitrified Pipe Sewer, Each, Four Dollars (\$4.00).
26. 10 Six-inch Spurs on 15-inch Vitrified Pipe Sewer, Each, Three Dollars (\$3.00).
27. 179 Six-inch Spurs on 12-inch Vitrified Pipe Sewer, Each, Two Dollars (\$2.00).
- 40

No bid will be allowed to be withdrawn, for any reason whatever, after it has been received and deposited with the President. The President expressly reserves the right to reject all bids if he shall deem it for the public interest so to do. No bid will be accepted from, nor contract awarded to, any person

EXHIBIT C-132 (*continued*).

who is in arrear to The City of New York upon debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to The City of New York.

10 No bid or proposal will be received, considered and deposited unless, as a condition precedent to the reception or consideration of any proposal it be accompanied by either a certified check upon one of the State or National Banks of The City of New York, drawn and made payable to the order of the Comptroller of the City of New York, or money to the amount of five per centum (5%) of the amount of the security or surety bond required for the faithful performance of the contract. Such check or money must not be inclosed in the sealed envelope containing the proposal, but must be either inclosed in a separate envelope addressed to the Borough President, or
20 submitted personally upon the presentation of the bid or proposal and handed to the officer or clerk of the Department who has charge of the proposal box, and who will give a proper voucher for the deposit, and no bid can be deposited in said box until such check or money has been examined by said officer or clerk and found to be correct. All such deposits, except that made by the bidder to whom the contract shall be awarded, will be returned to the person or persons making the same within three (3) days after the decision as to who shall receive the contract. If the bidder to whom the contract shall have been awarded
30 shall refuse or neglect to execute the same within five days after due notice that the contract has been awarded to him, and that the adequacy and sufficiency of the surety offered has been approved by the Comptroller, the amount of the deposit made by him shall be forfeited to and retained by The City of New York as liquidated damages for such neglect or refusal; but if he shall execute the contract and furnish the said security within the time aforesaid, the amount of the deposit shall be returned to him.

40 Each and every person bidding
must sign here.

NOTE.—Each and every person bidding and named above must sign here. In the case of Kennedy & Smith, Inc. [L. S.] a firm, give the name of each and every partner in full.

EXHIBIT C-132 (continued).

10 In case a bid shall be submitted by or in behalf of a corporation, it must be signed in the full legal name of such corporation by some authorized officer or agent thereof, who shall subscribe his name and office. If practicable, the seal of the corporation must be affixed.

Harry L. Smith, [L. S.]
Sec.-Treas.

..... [L. S.]

..... [L. S.]

The following affidavit must be similarly signed and sworn to:

20

THE CITY AND STATE OF NEW YORK,
COUNTY OF QUEENS.

The above-named bidder (s), being severally duly sworn, say, each for himself, that the several matters stated in the above bid are in all respects true.

Subscribed and sworn to before me, this 19 day of Jan. 1925.

Kennedy & Smith, Inc.

30

HARRY L, SMITH,

Sec.-Treas.

ELEANOR A. CORR,

Notary Public, Queens County,
or Commissioner of Deeds.

40

NOTICE TO BIDDERS.

Bidders are invited to tender bids on monolithic concrete sewers 27-inches and upward, these being the standards of the Sewer Department, and hereafter designated as Type "A", or on reinforced concrete pipe sewer 24-inchs and upward (precast) which will be designated as Type "B", or on both types, if they so desire, but it is to be distinctly understood that no bids will be accepted on combinations of Types "A" and "B".

EXHIBIT C-132 (continued).

NOTICE TO BIDDERS.

Prices to be paid by The City of New York for indeterminate quantities, such as

10	CLASS "A" CONCRETE	15.00	"	"	"
	REINFORCING STEEL06	Per	Lb.	
	STRUCTURAL STEEL08	"	"	
	FOUNDATION TIMBER	70.00	Per	1000	Ft. B. M.
	SHEETING & BRACING	20.00	"	"	" " "
	PILING (TIMBER)	1.00	Per	Ft.	driven and cut-off
	STEAMS CENDERS (Delivered & Placed)	1.25	Per	Cu.	Yd.

20 Indeterminate quantities shall be those whose amount and necessity will be determined by the conditions encountered during the work of construction.

Time for presenting bids.

1. Sealed bids for the above entitled work will be received at the office of the President of the Borough of Queens, Queens Subway Building, Long Island City, in The City of New York, until 11 o'clock a. m. on Monday, January 19th, 1925.

30 Time allowed for completion.

2. The time allowed for the full completion of the work herein described will be Two Hundred (200) CONSECUTIVE WORKING DAYS.

Security required.

40 3. The amount of security required will be Eighty Thousand 00/100 Dollars (\$8,000.00).

Bidders referred to, form of agreement, etc.

4. Bidders are referred to the form of agreement, to the specifications and to the plan and drawings of Standard Details on file at the office of the President, and to the following Engineer's estimate of the quantity and kind of work required, the

EXHIBIT C-132 (*continued*).

items whereof in all cases include all materials and labor necessary to fully complete said work. Price for each item shall be named, upon the sum total of which the comparison and tests of bids will be made.

Engineer's estimate.

10

TYPE "A" (OR SEWER DEPT. STANDARD).

31 Linear Feet 2'-9" x 6'-0" Reinforced Concrete Sewer

1,787 Linear Feet 3'-3" Plain Concrete Sewer

1,391 Linear Feet 2'-9" Plain Concrete Sewer

20 1,857 Linear Feet 2'-3" Plain Concrete Sewer

1,073 Linear Feet 24-inch Vitrified Pipe Sewer, on concrete
cradle

736 Linear Feet 24-inch Vitrified Pipe Sewer

305 Linear Feet 18-inch Vitrified Pipe Sewer

30 250 Linear Feet 15-inch Vitrified Pipe Sewer

2,866 Linear Feet 12-inch Vitrified Pipe Sewer

50 Linear Feet 10-inch Vitrified Pipe Sewer

50 Linear Feet 8-inch Vitrified Pipe Sewer

87 Manholes and Drop Manholes

40 1 Chamber in 157th St. at 43rd Ave.

1 Chamber in 156th St. at 46th Ave.

1 Chamber "A" in 156th St. at Laburnum Ave.

1 Chamber "B" in 156th St. at Laburnum Ave.

5 Basin Manholes

EXHIBIT C-132 (continued).

- 2 Basin Manholes (Type #2)
- 5 Inlets
- 150 Linear Feet 12-inch Vitrified Pipe, Basin Connection
- 75 Linear Feet 10-inch Vitrified Pipe, Basin Connection
- 10 940 Linear Feet 6-inch Vitrified Pipe House Connection Drains
- 200 Vertical Feet "Risers"
- 100 Six-inch Spurs 24-inches long on Concrete Sewers
- 58 Six-inch Spurs on 24-inch Vitrified Pipe Sewer
- 10 Six-inch Spurs on 18-inch Vitrified Pipe Sewer
- 20 10 Six-inch Spurs on 15-inch Vitrified Pipe Sewer
- 179 Six-inch Spurs on 12-inch Vitrified Pipe Sewer

T Y P E "B"

- 30 31 Linear Feet 2'-9" x 6'-0" Reinforced Concrete Sewers
- 1,787 Linear Feet 3'-3" Reinforced Concrete Pipe Sewer
(Precast Type "B")
- 1,391 Linear Feet 2'-9" Reinforced Concrete Pipe Sewer
(Precast Type "B")
- 1,857 Linear Feet 2'-3" Reinforced Concrete Pipe Sewer
(Precast Type "B")
- 40 1,073 Linear Feet 24-inch Reinforced Concrete Pipe Sewer
(Precast Type "B") on concrete cradle
- 736 Linear Feet 24-inch Vitrified Pipe Sewer
- 305 Linear Feet 18-inch Vitrified Pipe Sewer
- 250 Linear Feet 15-inch Vitrified Pipe Sewer

EXHIBIT C-132 (*continued*).

- 2,866 Linear Feet 12-inch Vitrified Pipe Sewer
- 50 Linear Feet 10-inch Vitrified Pipe Sewer
- 50 Linear Feet 8-inch Vitrified Pipe Sewer
- 87 Manholes and Drop Manholes
- 10 1 Chamber in 157th St. at 43rd Ave.
- 1 Chamber in 156th St. at 46th Ave.
- 1 Chamber "A" in 156th St. at Laburnum Ave.
- 1 Chamber "B" in 156th St. at Laburnum Ave.
- 5 Basin Manholes
- 20 2 Basin Manholes (Type #2)
- 5 Inlets
- 150 Linear Feet 12-inch Vitrified Pipe, Basin Connection
- 75 Linear Feet 10-inch Vitrified Pipe, Basin Connection
- 940 Linear Feet 6-inch Vitrified Pipe House Connection Drains
- 30 200 Vertical Feet "Risers"
- 158 Six-inch Spurs 24-inches long on Reinforced Concrete Pipe Sewers (Precast Type "B")
- 10 Six-inch Spurs on 18-inch Vitrified Pipe Sewer
- 10 Six-inch Spurs on 15-inch Vitrified Pipe Sewer
- 40 179 Six-inch Spurs on 12-inch Vitrified Pipe Sewer

Personal examination of work.

5. The foregoing Engineer's Estimate is *approximate only* and is not to be considered as a binding feature of the contract. Bidders are required to submit their bids upon the following express conditions which apply to and become a part of every bid received. Bidders must satisfy themselves by personal exa-

EXHIBIT C-132 (*continued*).

mination of the location of the proposed work and surroundings thereof, and by such other means as they may prefer as to the accuracy of the foregoing estimate, and shall not at any time after submission of their bids, dispute or complain of such estimate of the Engineer, nor assert that there was any misunderstanding in regard to the quantity or kind of materials to be furnished or work to be done.

10

Prices to be stated in writing and in words and in figures.

6. Any bid which fails to name a price, written both in words and in figures, per unit of measurement for each of the items for which quantities are given, will be held to be informal and will be rejected. In case of any discrepancy between the price in words and that in figures, the price in words will be considered as the bid.

20

Prices bid to cover.

7. The prices bid must cover the cost of furnishing *all necessary materials and labor for and the complete performance of all the work* set forth in this proposal, described in the form of agreement and specifications annexed hereto, and indicated by the plan of the work on file in the office of the President, to all of which information the bidders are referred.

30

Rock excavation.

8. The attention of the bidders is particularly directed to the specifications relating to rock excavation.

Bids may be rejected.

40

9. Permission will not be given for the withdrawal of any bid within forty-five (45) days after receipt of bids, and the right is expressly reserved by the President to reject all bids if he shall deem it to the public interest so to do. No bid will be accepted from, or contract awarded to, any person who is in arrears to The City of New York upon debt or contract or who is a defaulter, as surety or otherwise, upon any obligation to The City of New York.

EXHIBIT C-132 (*continued*).

Times and places for commencing and prosecuting work to be determined by the President.

10 10. Bidders are especially notified that the President reserves the right to determine the times and places for commencing and prosecuting the work, and that postponement or delay on the whole, or any part thereof, occasioned by the precedence of other contracts, which may be either let or executed before the opening of the bids for this work, can constitute no claim for damages nor for a reduction of the damages fixed for delay in completing the work beyond the time allowed.

No extra compensation.

20 11. The Contractor will be required to complete the entire work to the satisfaction of the President and in accordance with the agreement, the specifications and the plan of the work. No extra compensation beyond the amount payable for the several classes of work hereinbefore enumerated, which shall be actually furnished and performed at the prices bid therefor by the bidder to whom the contract is awarded, shall be due or payable for the entire materials and work.

Deposit to accompany bid.

30 12. No bid will be received or considered unless accompanied by either a certified check upon one of the National or State Banks or Trust Companies of The City of New York, or a check of such bank or trust company signed by a duly authorized officer thereof, drawn to the order of the Comptroller, or money or corporate stock or certificate of indebtedness of any nature issued by the City of New York, which the Comptroller shall approve as of equal value with the security required, to an amount of five per centum of the amount of the bond required for the faithful performance of the contract (as provided by section 420 of The Greater New York Charter, as amended). Such
40 check or money or other form of security must not be inclosed in the sealed envelope containing the bid, but must be handed to the officer or clerk who has charge of the bidding, and no bid shall be deposited in the box provided for that purpose until such check or money or other form of security has been examined by said officer or clerk and found to be correct. All such deposits, except those of the lowest three bidders, will be returned to the persons making the same within 10 days after the opening of the

EXHIBIT C-132 (*continued*).

10 bids; within three days after the awarding of the contract, the remaining deposits, except that made by the bidder whose bid has been accepted, will be returned to the persons making the same. If the successful bidder shall refuse or neglect to execute the contract within five days after notice that it has been awarded to him, and that the adequacy and sufficiency of the security offered has been approved by the Comptroller, the amount of the deposit made by him shall be forfeited to and retained by The City of New York, but if he shall execute the contract and furnish the required security within the time aforesaid, the amount of his deposit will be returned to him.

Names of persons interested.

20 13. Bidders are required to state in their bids, under oath, their names and places of residence or business, the names of all persons interested with them therein, and if no other person be so interested, they shall distinctly state that fact; also, that it is made without any connection with any other person making any bid for the same purpose, and that it is in all respects fair and without collusion or fraud; and that no member of the Board of Aldermen, head of a department, chief of a bureau, deputy thereof or clerk therein or officer or employee of The City of New York, is, shall be or become interested, directly or indirectly, as contracting party, partner, stockholder, surety or otherwise, in or in the performance of the contract or in the material, work or business to which it relates, or in any portion of the profits thereof. Bidders must verify by oath, in writing, 30 the several matters stated in their bids.

Sealed bids to be submitted.

40 14. Each bid must be delivered in a sealed envelope, endorsed with the title of the work for which the bid is made, with the name of the bidder, and the date of presentation to the President at his office, on or before the date and hour hereinbefore named, at which time and place the bids received will be publicly opened by the President and read and the award of the contract made according to law as soon thereafter as practicable. The person or persons to whom the contract may be awarded will be required to attend at said office with the sureties offered by him or them and execute the contract within five days from the date of the service of a notice to the effect that the contract has been so awarded and the surety accepted; and in case of fail-

EXHIBIT C-132 (*continued*).

ure or neglect so to do he or they will be considered as having abandoned the contract and as being in default to the City.

Bidders shall use blank forms to be furnished by the President.

10 15. Bidders shall make their bids upon the forms prepared by the President, a copy of which with the proper envelope in which to enclose the same can be obtained upon application therefor at the office of the President, Queens Subway Building, Long Island City, where the plan can be seen, as also the form of contract, including the specifications in the form approved by the Corporation Counsel.

MAURICE E. CONNOLLY,

President of the Borough of Queens.

20 The City of New York, 192...

30

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EXHIBIT C-132 (*continued*).

THE CITY OF NEW YORK

Office of

THE PRESIDENT OF THE BOROUGH OF QUEENS

10

BUREAU OF SEWER

CONTRACT FOR the construction of a sanitary sewer and appurtenances in LABURNUM AVENUE from Kissena Blvd. (Jamaica Ave.) to 156th (16th) Street; 156TH (16th) STREET from Laburnum Avenue to 46th (Queens) Avenue; 20 46TH (Queens) AVENUE from 156th (16th) Street to 164th (24th) Street, and in 157TH (17th) STREET from 46th (Queens) Avenue to 43rd (California Cypress) Avenue, and also combined sewers and appurtenances in LABURNUM AVENUE from Kissena Blvd. (Jamaica Ave.) to 156th (16th) Street, and in (Queens) Avenue, Third Ward, Borough of Queens, together with 156TH (16th) STREET from Laburnum Avenue to 46th all the work incidental thereto.

30 Parties.

THIS AGREEMENT, made and entered into this 4th day of February, in the year one thousand nine hundred and twenty five, by and between The City of New York, party of the first part, by the President of the Borough of Queens, and Kennedy & Smith, Inc., of Bradford Ave, and Henry Street, Flushing, L. I., Contractor, party of the second part, pursuant to the provisions of The Greater New York Charter, and the resolution of the Board of Estimate and Apportionment adopted on the 14th day, 40 of August, 1924, of which the following is a copy:

Covenant.

WITNESSETH, That the parties to these presents, each in consideration of the agreements on the part of the other herein contained, have mutually agreed, and hereby mutually agree, the party of the first part for itself and its successors, and the party

EXHIBIT C-132 (*continued*).

of the second part for itself, himself, of themselves, and its, his or their executors, administrators, successors and assigns, as follows:

Contract.

10 I. The contract for the hereinbefore entitled work shall include the following, which are hereby agreed upon as forming part and parcel thereof: the Proposal for Bids, the Bid, the Bond, this Agreement and the Specifications hereto annexed; also the Plan of the Work dated December 1st, 1924, filed in the office of the President of the Borough, entitled: Plan, Profiles & Details for the construction of a sanitary sewer and appurtenances in LABURNUM AVENUE from Kissena Blvd. (Jamaica Ave.) to 156th (16th) Street; 156TH (16th) STREET from Laburnum Avenue to 45th (Queens) Avenue; 46TH (Queens) AVENUE from 156th (16th) Street to 164th (24th) Street, and 20 in 157TH (17th) STREET from 46th (Queens) Avenue to 43rd (California-Cypress) Avenue, and also combined sewers and appurtenances in LABURNUM AVENUE from Kissena Blvd. (Jamaica Ave.) to 156th (16th) Street, and in 156TH (16th) STREET from Laburnum Avenue to 46th (Queens) Avenue, Third Ward, Borough of Queens, and also Drawings of Standard Details pertinent thereto on file in the office of the Engineer.

Party of the first part.

30 II. Whenever the term "The City" or a word "President," or a pronoun in place of either, is used, it refers to and means The City of New York, the party of the first part hereto, of the President of the Borough of Queens, or his authorized representative.

Party of the second part.

40 Whenever the word "Contractor," or a pronoun in place thereof, is used, it refers to and means the party of the second part hereto.

Engineer described.

III. Whenever the word "Engineer," or a pronoun in place thereof, is used, it refers to and means the Engineer in Charge of Sewers, Borough of Queens, acting either directly or through assistants designated by him to act in the premises,

EXHIBIT C-132 (continued).

limited to the particular duties entrusted to them. In case said Engineer may not be able to act, then such Engineer as may be designated by the President shall act in his place.

Terms defined.

10 IV. Whenever the word "plan" is used it refers to and means the plan of this work and the standard drawing pertinent thereto. Whenever it is provided that anything is "to be" or "to be done", "if" or "as", or "when" or "where approved," "required," "directed," "permitted," "ordered," "designated" or "deemed necessary" it shall be taken to mean approved, required, permitted, ordered, designated or deemed necessary as the case may be by the Engineer. Whenever the words "desirable," "suitable," "sufficient," "satisfactory" or others of a similar purport are used it is hereby agreed that the desirability, suitability, 20 sufficiency, satisfactoriness or other denominated condition shall be as determined by the Engineer.

Contractor to furnish tools, proper appliances, etc.

V. The Contractor hereby agrees to furnish and provide all materials, labor, and appliances necessary and proper for the purpose, to excavate for, build, complete and connect in a good substantial manner, to the satisfaction of the President, and in conformity with the contract, the hereinbefore entitled work and 30 all the work incidental thereto, and the Contractor hereby agrees to receive and accept as and for his full compensation the following prices, which are the amounts or rates at which this contract was awarded to the Contractor at the public letting thereof:

T Y P E "B"

Prices.

40 2'-9" x 6'-0" Reinforced Concrete Sewer, Per Linear Foot, Thirty Dollars (\$30.00).

3'-3" Reinforced Concrete Pipe Sewer (Precast Type "B"), Per Linear Foot, Thirty one 50/100 Dollars (\$31.50).

EXHIBIT C-132 (continued).

- 2'-9" Reinforced Concrete Pipe Sewer (Precast Type "B"), Per Linear Foot, Fifteen 30/100 Dollars (\$15.30).
- 2'-3" Reinforced Concrete Pipe Sewer (Precast Type "B"), Per Linear Foot, Fifteen Dollars (\$15.00).
- 10 24-inch Reinforced Concrete Pipe Sewer (Precast Type "B"), including concrete cradle), Per Linear Foot, Sixteen 50/100 Dollars (\$16.50).
- 24-inch Reinforced Concrete Pipe Sewer (Precast Type "B"), Per Linear Foot, Ten Dollars (\$10.00).
- 18-inch Vitrified Pipe Sewer, Per Linear Foot, Five Dollars (\$5.00).
- 20 15-inch Vitrified Pipe Sewer, Per Linear Foot, Four 50/100 Dollars (\$4.50).
- 12-inch Vitrified Pipe Sewer, Per Linear Foot, Three 25/100 Dollars (\$3.25).
- 10-inch Vitrified Pipe Sewer, Per Linear Foot, Three 25/100 Dollars (\$3.25).
- 8-inch Vitrified Pipe Sewer, Per Linear Foot, Three 25/100 Dollars (\$3.25).
- 30 Manholes and Drop Manholes, Complete, Each, One hundred fifty six Dollars (\$156.00).
- Chamber in 157th St. at 43rd Ave., Complete, Four thousand five Dollars (\$4035.00).
- Chamber in 156th St. at 46th Ave., Complete, Eight hundred twenty eight Dollars (\$828.00).
- 40 Chamber "A" in 156th St. at Laburnum Ave., Complete, Twelve hundred sixty Dollars (\$1260.00).
- Chamber "B" in 156th St. at Laburnum Ave., Complete, Four hundred eighty Dollars (\$480.00).
- Basin Manholes, Complete, Each, One hundred fifty Dollars (\$150.00).

EXHIBIT C-132 (continued).

Basin Manholes (Type #2), Complete, Each, Two hundred Dollars (\$200.00).

Inlets, Complete, Each, Sixty five Dollars (\$65.00).

10 12-inch Vitrified Pipe, asin Connection, Per Linear Foot, Two Dollars (\$2.00).

6-inch Vitrified ipe House Connection Drains, Per Linear Foot, One 75/100 Dollar (\$1.75).

“Risers”, Per Vertical Foot, Three Dollars (\$3.00).

Six-inch Spurs, 24-inches long on Reinforced Concrete Pipe Sewer, (Precast Type “B”), Each, One Dollar (\$1.00).

20 Six-inch Spurs on 18-inch Vitrified Pipe Sewer, Each, Four Dollars (\$4.00).

Six-inch Spurs on 15-inch Vitrified Pipe Sewer, Each, Three Dollars (\$3.00).

Six-inch Spurs on 12-inch Vitrified Pipe Sewer, Each, Two Dollars (\$2.00).

Quantities are approximate only.

30 No extra compensation.

40 VI. The Contractor admits that the quantities of materials to be furnished and the amount of work to be done, as stated in the proposal for bids for the work, are approximate only. The Contractor agrees that The City is not to be held responsible that any of said quantities and amounts shall obtain in the construction of the work, as he has judged for himself as to such quantities and amounts and each of them, and as to the other circumstances affecting the cost of the performance of this contract; and that he will not at any time dispute or complain of such statement nor assert that there was any misunderstanding in regard to the character, size or depth of the excavations to be made or the kind or amount of the materials to be furnished or work to be done. The Contractor hereby agrees that he will not ask, demand, sue for, nor seek to recover for the entire work any extra compensation beyond the amount payable for the several

EXHIBIT C-132 (*continued*).

classes of work and kinds of materials in this contract enumerated, which shall be actually performed and furnished, at the prices therefor herein agreed upon and fixed.

Sewers, etc., to be built as shown on the plan.

10 VII. The sewer and appurtenances will be built on the lines, at the depths and at the grades and in the manner shown on the plan of the work as the same will be designated on the ground by the Engineer.

Line may be changed.

20 The President may change the line of the sewer or the location of the basin, manholes, inlets, or other sewer appurtenances provided such changes do not materially affect either the character or the amount of the work to be done, or the conditions under which it is to be performed, and the Contractor hereby agrees to make no claim for damages or extra compensation on account thereof.

Preservation of points, stakes, etc.

30 The Contractor will safeguard all points, stakes, grade marks, monuments and bench marks made or established on or near the line of work, and he agrees to accept responsibility for and to remedy at his cost any mistakes that may be caused by the unauthorized disturbance or removal of such points, stakes, grade marks, monuments and bench marks.

Written order for extra work.

40 VIII. No claim for additional work or materials shall be made by or allowed to the Contractor, unless before the performance of such additional work the President shall have first authorized the same, in writing, and the same shall have been done or furnished under a written order from the President, given before the performance of such additional work or the furnishing of such additional materials. The aggregate price to be paid for additional work or materials so authorized or ordered shall not exceed five (5) per cent, of the contract price or the total cost of the work and materials.

EXHIBIT C-132 (*continued*).

Contract may be modified

This contract may be modified and changed from time to time as may previously be agreed to, in writing, between the parties hereto, in a manner not materially affecting the substances thereof or increasing the contract price thereunder, in order to carry out and complete more fully and perfectly the work herein agreed to be done and performed.

10

Limit to extras.

All claims for additional work or materials in any month shall be made to the Engineer; in writing, before the 15th day of the following month, and failing to make such claim within the time required, the rights of the Contractor to additional pay for such additional work or materials shall be deemed to have been waived and forfeited.

20

Inspection.

Work or materials may be condemned at any time.

30

IX. The Engineer shall inspect the materials furnished and the work done and see that the same correspond with the specifications. The Engineer is hereby authorized and empowered to reject and refuse all labor and material or method of application, or any part thereof, offered under or in fulfillment of this contract, that do not comply in kind, quality or quantity with the terms thereof. Any material delivered or offered to be delivered under this contract, which shall be rejected by the Engineer as not conforming to the terms thereof, will be forthwith removed by the Contractor, and material which does so conform will be forthwith furnished and delivered by him in place thereof. The Contractor hereby agrees not to use any material which has not been inspected and accepted, nor to perform any work except under inspection, to which end he further agrees to notify the Engineer when lines, grades or inspection are required so that the Engineer may have time to provide for the same. No inspection, approval or acceptance of any part of the work herein contracted for or of the materials used therein, or any payment on account thereof, shall prevent the President from refusing to accept the work or materials at any time thereafter.

40

EXHIBIT C-132 (*continued*).

Engineer to be final arbiter.

10 X. To prevent all dispute and litigation, it is hereby agreed that the Chief Engineer in Charge of Sewers shall in all cases determine the amount and the quality of the several kinds of work and materials which are to be paid for under this contract, and he shall determine all questions in relation to the work and materials and the construction thereof, and he shall in all cases decide every question which may arise relative to the execution of this contract on the part of the Contractor, and his decision will be final and conclusive upon the Contractor; and such decision, in case any question shall arise, shall be a condition precedent to the right of the Contractor to receive any money under this contract.

20 Any doubt as to the meaning of this contract and the specifications thereof, or any obscurity as to the wording of them, or any discrepancy between them and the plan will be explained by the Engineer, and his explanation will be accepted by the Contractor, who hereby agrees to execute the work in accordance with such explanation, and to make no charge or claim for any extra work or damage on account thereof.

Work and materials must agree with specifications.

30 XI. The work will be performed in the best manner, and all materials of which the work is composed will be of the best kind, and a sufficient number of persons will be at all times employed to execute the work with due dispatch, the whole to be done to the satisfaction of the Engineer, and any materials furnished or work done not satisfactory to the Engineer will be immediately removed and satisfactorily replaced by the Contractor at his own expense; or if he shall neglect or refuse to remove and replace the same when notified so to do by a written notice to be served upon him, then the President may remove, or cause the same to be removed and satisfactorily replaced, by
40 contract or otherwise, as he may deem expedient, and charge the expense thereof to the Contractor; and the expense so charged shall be deducted and paid by The City out of such moneys as are or may become due under his contract.

Examination.

During the progress or after the completion of the work, should the Engineer require it, for the purpose of examining the

EXHIBIT C-132 (*continued*).

same; the Contractor will make such openings, and to such extent through such part or parts of the work as the Engineer may direct, and the Contractor will satisfactorily restore the work so disturbed. Should the opening disclose defects in the work such defects shall be remedied in accordance with the provisions of the first paragraph of this section.

10 Use of patented articles.

20 XII. Wherever an article or any kind of material is specified by trade name or by the name of a patentee, manufacturer or dealer, or by reference to the catalogue of a manufacturer or dealer, it shall be taken as intending to mean and specify the article or kind of material designated, or any other equal thereto in quality, finish and durability, and equally serviceable for the purposes for which it is or they are intended. Nothing on the plan or in the specifications shall be interpreted or taken to violate the provisions of section 1554 of the Greater New York Charter, which provides that "except for repairs, no patented pavement shall be laid and no patented article shall be advertised for, contracted for or purchased, except under such circumstances that there can be a fair and reasonable opportunity for competition, the condition to secure which shall be prescribed by the Board of Estimate and Apportionment."

30 Claims for infringement.

The Contractor will be responsible for any claims made against The City for any infringement of patents, by the use of patented articles or processes in the construction and completion of the work, and he will save harmless and indemnify The City all costs, expenses and damages caused by reason of any infringement of patents used in the construction and completion of the work.

40 Commencement and completion.

XIII. The Contractor will begin the work herein agreed to be performed on such date as the President shall notify him to begin on and from which date the time hereinafter fixed for the completion of the work shall begin to run. The place where the work is to be begun will be either stated in said notice or designated on the ground by the Engineer. The commencement of work by the Contractor without notice shall be deemed and taken to be

EXHIBIT C-132 (*continued*).

a waiver on his part of notice to begin work, in which case the time for the completion of the work will begin to run on and from the date the work was commenced.

Time of performance.

10 XIV. The Contractor will carry on the work with such force and in such manner and order and at such places, times and seasons, including freezing weather, as may be directed by the Engineer, and will execute all the work in every respect in a thorough and workmanlike manner; and he will fully and entirely perform this contract on his part before the expiration of Two Hundred (200) CONSECUTIVE WORKING DAYS.

Time important.

20 It is hereby agreed that the time designated for the performance of all the work under this Contract is of the essence of this agreement, in view whereof it is hereby further agreed that a rate of progress will be maintained so that the work performed up to any time will be at least the same percentage of the total work to be performed under this contract as the net elapsed time at such time is of the total time allowed for the performance of all the work under this contract.

30 In the computation of the number of consecutive working days, the time during which the completion of the work has been delayed in consequence of the condition of the weather, or tides, or by any act or omission of the party of the first part or during such period as the work has been suspended by written order of the President, or delays for which the Contractor is not responsible (all of which will be determined by the President, who shall certify to the same in writing, and whose determination and certificate thereof shall be binding and conclusive upon the Contractor), will be allowed to the Contractor and will be deducted in computation. Sundays and also holidays on which no work is
40 done, will also be excluded from said computation. In case a larger amount of rock excavation than is set forth in the Engineer's Estimate shall be necessary, an allowance of one day will be made for each 25 cubic yards of such excess of rock excavated and removed in accordance with the measurement of rock allowed by the specifications. If the completion of the work to be done under this contract shall require work or materials or both in greater amounts than those set forth in the Engineer's

EXHIBIT C-132 (*continued*).

10 Estimate of Quantities, or if unforeseen obstacles are encountered in the prosecution of said work, then the time which the Contractor is delayed on account thereof will be determined and allowed by the President at the completion of the work, upon the receipt by him of a written application from the Contractor for such determination and allowance. No demand by the Contractor that the President determine and certify the matters aforesaid shall be of any effect whatsoever unless the same be made in writing and duly served upon the President prior to the filing in the office of the Comptroller of The City of the final certificate of the completion and acceptance of the work.

End of time period.

20 The time shall run against this contract until all work called for in this contract is completed to the satisfaction of the Engineer.

Liquidated damages.

30 XV. In case the Contractor shall fail to complete the work hereunder in accordance with the contract within the time aforesaid, he agrees to pay to The City the sum of ten 00/100 Dollars (\$10.00) for each and every day the time consumed in said performance and completion exceeds the time hereinbefore allowed for that purpose; which said sum, in view of the difficulty of ascertaining the loss which The City will suffer by reason of delay in the performance of the work hereunder, is hereby agreed upon, fixed and determined by the parties hereto as the liquidated damages that The City will suffer by reason of said delay and default, and not as a penalty; and The City shall and may deduct and retain the amount of such liquidated damages out of the moneys which may be due or become due under this contract. Work not provided for in contract.

40 XVI. If, before the completion of the work contemplated herein, it shall become necessary to do any other or further work on or near the line thereof than is provided for in this contract, the Contractor will not in any way interfere with or molest such person or persons as the President may employ to do such work, and will carry on the work under this contract in such manner as may be ordered so as to afford all reasonable facilities for doing

EXHIBIT C-132 (*continued*).

such other or further work; and no damage or claim by the Contractor shall be allowed therefor, except such allowance of time for delay as the President may deem reasonable.

President's right to suspend work.

10 XVII. The President is hereby authorized to suspend the whole or any part of the work herein contracted to be done, if he shall deem it for the interest of The City so to do. During such suspension the trenches shall be backfilled, if required, and the roadways and pavements over the same satisfactorily restored, and all materials upon the work shall be neatly piled so as not to obstruct public travel, or shall be removed from the line of the work, if directed.

No damages to be claimed for delay due to other contracts.

20 XVIII. Should postponement or delay be occasioned by the precedence of paving or other contracts, which may have been either let or executed before the opening of the bids for this contract, the Contractor will make no claim for damages therefor nor for any damages in consequence of the street or the adjoining sewers not being in the condition contemplated by the parties at the time of making the contract; if, however, the Contractor shall be delayed in performance of his work by reason of the street or the adjoining sewers not being in such condition, or by reason of
30 the work or any part thereof being suspended as hereinbefore provided, such allowance of time on account thereof as the President shall deem reasonable will be made.

40 If the work be suspended or delayed by any act or omission of The City, or for the reason that The City does not own or has not obtained possession of, or the right to enter upon the land upon which the work is to be performed, or because of any act or omission of any employee or agent of The City or any other Contractor performing the work for The City, the President, or whoever is directed by this contract, to make the certificate in reference to time, shall make such allowance of time for the completion of the work as the Engineer shall certify that the work has been delayed. No allowance whatever as damages will be made to the Contractor because of any such suspension or delays, and no claim shall be made by the Contractor on account thereof.

EXHIBIT C-132 (*continued*).

Allowance of time for delays.

10 XIX. No allowances of time for delays under the provisions of this contract nor the delivery and acceptance of any articles or materials called for by this contract, shall be deemed to be a waiver by the President of the right to abrogate this contract for abandonment or delay in the manner hereinafter provided.

Right to construct sewers, etc.

Permits for connections.

20 XX. Prior to the commencement of and during the progress of the work under this contract the President shall have the right to undertake, and to grant permits for, any construction, reconstruction, and repairing of any pipes, sewers, basins, sub-
way ducts and railway tracks, and any appurtenances thereof located on and adjoining the line of the work, and for any connections with and additions to such pipes, etc., and for such purposes the President is hereby authorized to suspend work on any part of this contract, in accordance with Section XVII, and the Contractor will not interfere with nor place any obstructions in the way of any person or persons who may be engaged upon such work. The President is hereby authorized to connect, by contract or otherwise, any sewers and drains with the work built under this
30 contract and to grant permits to any person or persons to make connections therewith at any time before it is completed; and the Contractor will not interfere with nor place obstruction in the way of such persons as may be employed in building such sewers and drains, or in making such connections, and the flow from such sewers, drains and connections will be permitted by the Contractor to discharge into the work built under his contract and the Contractor agrees to make no claim for compensation, damages or delay on account thereof. The issuance of such permits shall not be considered as an acceptance by The City of
40 that part of the sewer into which such connections empty or flow, nor shall the Contractor on account thereof be relieved from the cleaning of the sewer prior to the final examination of the work. No new connections or drains will be allowed to be made or joined to the work built under this contract unless a permit therefor has been duly issued by the President, which permit shall be shown in all cases to the Inspector of the work.

EXHIBIT C-132 (*continued*).

Flow of sewers and drains, etc.

Drains, etc., interrupted.

Sewers, etc., to be kept clean.

10 XXI. The Contractor will provide at his own cost for the flow of the sewers, drains and water courses interrupted during the progress of the work, and will immediately cart away and remove all offensive matter. The flow throughout the entire length of such sewers and appurtenances as are to be replaced by the work to be done under this contract will be maintained by the Contractor. The Contractor will remove at his own cost and expense all such bulkheads, as may be directed, from the sewers with which the work under this contract will be connected. When the permanent removal of any existing pipe sewers and appurtenances and pipe drains is necessitated by the work to be done under 20 this contract, such of the materials of such structures as may be directed shall be carefully taken up, piled and left at the disposal of The City, and shall not be used in the work, and the remainder shall be removed from the work and disposed of by the Contractor. Wherever the work to be built under this contract, or the trenches in which it is to be constructed, follow the line, and occupy the place of or intercept the Fire Alarm Telegraph System of The City, or any existing sewers, drains, culverts, basin connections or house connections for which permits may have been 30 granted prior to the opening of the bids for this contract, the Contractor will make the same good, and will rebuild the Fire Alarm Telegraph System of The City and also said sewers, drains, culverts and connections, or connect the same with the sewer built under this contract, whichever he may be directed to do, at his own cost and expense. All sewers, drains, culverts, basins and basin connections rendered unnecessary by the construction of the work herein contemplated, shall be thoroughly broken up, except as otherwise hereinbefore provided, and satisfactorily filled in by the Contractor at his own cost and expense, as shall also all 40 portions of water courses in, through or across any street that may be rendered unnecessary by the construction of this work. During the progress of the work, and until the completion and acceptance thereof, the sewers, drains, basins, culverts and connections built under this contract shall be kept thoroughly cleaned throughout, and shall be left clean.

EXHIBIT C-132 (*continued*).

Sale of sand or earth.

10 XXII. The Contractor will not sell, nor permit to be removed from the line of the work, before the trench shall have been backfilled, any building sand or earth thrown up, except upon written permission, and then only so much as shall remain after reserving a sufficient quantity to backfill the trench and complete the paving; and the Contractor will, in all cases, backfill the trench with the same material thrown out, provided it be suitable under the provisions of the specifications hereof; but if it be unsuitable, then the same shall be removed from the line of the work, and suitable material procured and used for backfilling the trench, and when required sand of proper quality and depth shall be spread on the surface to receive the pavement.

20 The Contractor hereby agrees that all excavated material and materials of construction placed by him or for him upon private property, unless by written permission of the owners or lessees thereof, will be removed by him and all damage to said property remedied by him at his own cost and expense. Unless such materials are removed and such damage remedied by the Contractor within 48 hours after the receipt by him of a written notice so to do, he agrees that the President shall be and is hereby authorized to dispose of such materials, and to remedy such damage and to deduct the expense thereof from the moneys due or to become due under this contract.

30 Contractor to give personal attention to work.

Not to assign or sublet.

40 XXIII. The Contractor will give his personal attention constantly to the faithful prosecution of the work; he will not assign, transfer, convey, sublet or otherwise dispose of this contract, or his right, title or interest in or to the same, or any part thereof, without the previous consent, in writing, of the President, indorsed hereon or hereto attached; and he will not assign, by power of attorney or otherwise, any of the moneys to become due and payable under this contract, unless by and with the like consent, signified in like manner. If the Contractor shall, without such previous written consent, assign, transfer, convey, sublet or otherwise dispose of this contract, or of his right title or interest therein, or any of the moneys due or to become due under this contract, to any other person, company or other corporation,

EXHIBIT C-132 (*continued*).

10 this contract may, at the option of the President, be revoked and annulled, and The City shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor, and to his assignee or transferee; provided that nothing herein contained shall be construed to hinder, prevent or affect an assignment by the Contractor for the benefit of his creditors, made pursuant to the statutes of the State of New York; and no right under this contract, or to any money to become due hereunder, shall be asserted against The City, in law or in equity, by reason of any so-called assignment of this contract, or any part thereof, or of any moneys due or to become due hereunder, unless authorized as aforesaid by the written consent of the President.

.When Contractor is absent.

20 Disorderly workmen.

Contractor to provide assistance.

30 XXIV. Whenever the Contractor is not present on any part of the work where it may be necessary to give directions, orders will be given by the Engineer to and shall be received and obeyed by the superintendents and foremen who may have immediate charge of the men employed on the particular work in relation to which the order may be given; and at any time, if a foreman or workman employed by the Contractor shall be declared by the Engineer to be disobedient, incompetent or disrespectful, the Contractor, on receiving written notice to that effect, will forthwith dismiss such person, and will not again employ him on any part of the work. The Contractor will provide all necessary assistance for the Engineer when required, without charge or expense to The City or Engineer.

Contractor to plank and bridge for traffic.

40 XXV. The Contractor will observe the law and all ordinances of The City in relation to obstructing the streets, keeping open passageways and protecting the same where they are exposed and would be dangerous to the public travel, and such passageways shall, as may be required, be planked or bridged by the Contractor, at his own expense.

EXHIBIT C-132 (*continued*).

Guards and lights.

Indemnification of City.

10 XXVI. During the performance of the work herein set forth the Contractor will place proper guards upon and around the same for the prevention of accidents, and at night will put up and keep suitable and sufficient lights, and he will indemnify and save harmless The City against and from all claims, suits and actions, of every name and description, brought against it, and all costs and damages to which it may be put on account or by reason of any injury or alleged injury to the person or property of another, resulting from the prosecution of the work or from negligence or carelessness in the performance of the work, or in guarding the same; or from any improper materials used in its prosecution, or by or on account of any act or omission of the Contractor or his agents; and the Contractor agrees that the whole or so much of the moneys due to the Contractor under and by virtue of this contract, as shall or may be considered necessary by the Comptroller of The City, may, at its option, be retained by The City until all such suits and claims for damages as aforesaid shall have been settled, and evidence to that effect furnished to the satisfaction of the Comptroller.

Contractor to make repairs.

30 XXVII. In case any injury is done to property along the line of the work, or to any sidewalk, in consequence of any act or omission on the part of the Contractor or his employees or agents in carrying out any of the provisions or requirements of this contract, the Contractor will make such repairs as are necessary in consequence thereof, at his own expense and to the satisfaction of the President, and in case of failure on the part of the Contractor to promptly make such repairs, they may be made by the President, and the expense thereof will be deducted out of the moneys due or to become due under this contract.

40 Loss or damage to be assumed by Contractor.

 XXVIII. The Contractor agrees to assume, and to make no claim on account of, any and all loss or damages arising out of the nature of the work to be done under this contract, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the same or from the action of the

EXHIBIT C-132 (*continued*).

elements, or from incumbrances on or near the line of the work, or from the breaking of water mains, sewer and gas mains on or near the line of the work.

Claims for labor, etc.

10 XXIX. The Contractor will pay promptly, and in cash,
for all labor employed upon and all materials furnished and
used in the work, and if at any time before or within thirty days
after the whole work herein agreed to be performed has been com-
pleted and accepted by The City, any person or persons claiming
to have performed any labor or furnished any materials toward
the performance and completion of the contract, shall file with
the President and with the Comptroller of The City any such
notice as is described in the Lien Law or any act of the Legis-
lature of the State of New York, then, and in every such case, The
20 City shall retain — anything herein contained to the contrary
thereof notwithstanding — from the moneys under its control,
and due or to become due under this contract, so much of the
moneys as shall be sufficient to pay off, satisfy and discharge
the amount in such notice alleged or claimed to be due to the
person or persons filing such notice, together with the reasonable
cost of any action or actions brought or that may be brought to en-
force such claim or the lien created by the filing of such notice.
The money so retained shall be retained by The City until the lien
thereon created by the said act and the filing of the said notice
30 shall be discharged, pursuant to the provisions of the said act.

Contractor will prevent filing of liens, etc.

40 XXX. The Contractor will not, at any time suffer or
permit any lien, attachment, or other incumbrances, under the
law of this State or otherwise, by any person or persons whomso-
ever, to retain on file in the Finance Department or at the office
of the City Department having supervision of the work against
any money due or to become due for any work done or materials
furnished under this contract, or by reason of any other claim or
demand against the Contractor; and any such lien, attachment,
or other incumbrance, until it is removed, shall preclude any and
all claim or demand for any payment whatsoever under or by
virtue of this contract.

Evidence of satisfaction of liens, etc.

The Contractor further agrees that he will present to the party of the first part satisfactory evidence that all just liens,

EXHIBIT C-132 (*continued*).

claims and demands of his employees, or of parties from whom furnished and work done under this contract are fully released from all such liens, claims and demands before said party of the second part will demand or shall receive the sums due on final payment under this contract.

10 Notice to gas companies, etc.

Not to hinder other companies.

20 XXXI. At least 24 hours before breaking ground for the work under this contract the Contractor will give notice, in writing, to all gas, railroad, and other companies owning or controlling any pipe, tracks or other structures which during the progress of the work any be affected by the prosecution of the same so that said companies may protect or remove their structures, and he will not cause any hindrance to, or interference with, any such gas company or other company or companies in protecting their said pipes, tracks or other structures, nor in removing or otherwise protecting and replacing the main and service pipes, lampposts, lamps, tracks or other structures where necessary, but the Contractor will suffer the said company or companies to take all such measures as are requisite for the purpose aforesaid. But if said as, railroad, or other companies, within five days after receipt of such notice, fail to support, remove or otherwise protect their structures, the Contractor will
30 upon the approval of the President protect or remove the same, it being expressly understood that the cost thereof shall not be a charge against The City, but shall be a matter for adjustment between the Contractor and the company or companies concerned.

Pipes, conduits, etc., of private companies.

40 XXXII. It is hereby agreed that The City is not responsible or liable for the support, protection or reconstruction of such gas pipes, conduits, water pipes, tracks or structures owned by private companies enjoying special franchises or occupying any portion of the street or way on or below the surface in its streets or ways, as the Contractor admits that he has carefully examined the location of work, has made special inquiry at the offices of the companies owning, controlling or operating said pipes, conduits, tracks and structures, and he has determined to his satisfaction the character, size, location and length of such pipes, conduits, tracks and structures; that he has inspected the

EXHIBIT C-132 (*continued*).

public records of the various City Departments having cognizance and control of pipes, conduits, and other subsurface structures, and of The City's water pipes, conduits and sewers, and he has made such further personal inspection and investigation as he deemed proper to determine the correctness of the information so obtained; and he clearly understands that The City does not insure the accuracy of such reports or information, and agrees that he will not make any claim against The City for damages or extra work caused or occasioned by his relying upon such records, reports or information furnished by any City Department or any companies, either as a whole or in part.

Protection and restoration of pipes, etc., in private companies.

XXXIII. The Contractor agrees to confer with and to make to or entertain an offer from such private companies as own the said pipes, conduits, tracks or structures, and the Contractor further agrees to enter into an agreement with said companies by what terms and at what prices the support, protection, removal and reconstruction of the pipes, conduits, tracks and structures will be undertaken and accomplished, and in the event of the failure to make such an agreement with said companies, he will not complain nor make any demand on The City for additional compensation or pay for supporting, protecting, removing or restoring the said pipes, conduits, tracks or other structures.

XXXIII-a. If the paving between and for a distance of two (2) feet in width outside the tracks of any street railroad company is disturbed by the work of this contract, the Contractor shall restore, at his expense, the said pavement, and replace same in good condition to the satisfaction of the Engineer in charge, notwithstanding anything hereinbefore, or hereinafter mentioned in these specifications.

Contractor to notify Department of Water Supply,
Gas and Electricity.

XXXIV. At least twenty-four hours before breaking ground, for the purpose of constructing the work of this contract, the Contractor agrees to give notice thereof in writing to the Department of Water Supply, Gas and Electricity.

EXHIBIT C-132 (*continued*).

City's water pipes, etc.

10 XXXV. If upon excavating it shall be found that any existing water pipes or appurtenances owned or controlled or operated by The City follow the lines, or occupy the place, of the sewer or sewers and appurtenances to be laid or built as shown on the plan, such existing water pipes and appurtenances will be removed and relaid, or rebuilt, by and at the cost of the Department of Water Supply, Gas and Electricity of The City of New York; if, however, in order to facilitate the work to be done under this contract, it be found desirable to temporarily remove any water pipes or appurtenances, owned or controlled or operated by The City, to removal and replacing in their original positions of such water pipes and appurtenances will be done by the Department of Water Supply, Gas and Electricity for the Contractor at his cost and expense.

20 Protection of City's water pipes, etc.

30 XXXVI. The Contractor agrees to protect all water mains and service water pipes owned, controlled or operated by The City which may be affected in any manner by the work done under this contract, except as hereinbefore provided, and to protect all such water and service pipes from freezing, and if he fails to do so, the Commissioner of Water Supply, Gas and Electricity is hereby authorized to protect such main and service pipes, or in the event of their having suffered injury to replace such pipes, and recalk and repair the same immediately, as the work progresses, and the cost thereof shall be charged to the Contractor; the cost so charged shall be deducted from any sum or sums due or to become due under this contract, and in case such sum or sums shall be insufficient to cover such cost, the Contractor will be liable for the balance.

Protection of gas and water mains and pipes, etc.

40 XXXVII. The Contractor agrees to sustain in their places and protect all water or gas mains, conduit, subways or service pipes, steam pipes and pneumatic pipes, that may be adjacent to his work but entirely outside of the lines of the excavations as required by the specifications and all sidewalks, curbs, stoops, areas, and all other property in the vicinity of his work, from direct or indirect injury by caving or otherwise, and he hereby assumes all expenses for direct or indirect damage

EXHIBIT C-132 (*continued*).

which may be occasioned by injury to any of them, and he agrees to have at all times a sufficient quantity of timber and other necessary materials and appliances on the ground, and will use the same, as required, for bracing and sheeting the sides and ends of excavations, and for sustaining and supporting any and all pipes, conduits, subways, lamp-posts and lamps or other structures that are undermined, weakened, endangered or threatened; and in
10 case any damage or injury shall or may result to said pipes, conduits, subways, lamp-posts and lamps and other works or structures of any gas, electric, railroad or other company whatsoever, or to any private property, through or by reason of any negligence, wilfulness, carelessness or want of skill on the part of the Contractor, his agents or servants, the Contractor hereby agrees to pay such amount as may be sufficient to cover the expense and damages occasioned by such negligence, wilfulness, carelessness or
20 unskillfulness, and that such amount shall be charged against him; and the President is hereby authorized to deduct and retain from any moneys which may be due, or which shall become due, under this contract, a sum sufficient, in his judgment, to cover the cost of making good any such damages, expense or loss, and to apply said sum so deducted and retained to the requisite repairs or renewals, or to reimburse the parties damaged or injured.

Old water and gas pipes.

XXXVIII. All iron, water and gas pipes which it be-
30 comes necessary to remove shall be considered the property of The City and will be piled by the contractor in such part or parts of the streets as may be directed, unless notice to the contrary is given him in writing, in which case he will remove the same at his own expense.

Change of grade.

XXXIX. In case the grade of the street shall be changed during the progress of the work, the Contractor will conform to
40 the altered grade at the contract prices, as far as they are applicable; and for any work for which there is no contract price, the provisions in relation to work not provided for in this contract shall apply.

Measurement of work and material.

XL. All quantities of work and materials to be paid for will be measured and determined, according to the plan and the

EXHIBIT C-132 (*continued*).

working lines that may be given, and the specifications, when the work conforms thereto. No allowance will be made on any part of the work for any excess above the quantities required by such plan, lines and specifications. Should the dimensions of any part of the work, or of the materials be less than those required by the plan, the actual quantities only will be allowed in measurement.

10 Payment on acceptance of work.

20 XLI. The Contractor will not be entitled to demand or receive payment for any portion of the work or materials unless the same has been fully completed in the manner set forth in this contract, and such completion duly certified by the Engineer in Charge of Sewers, and until each and every one of the stipulations hereinbefore mentioned is complied with, and the work completed to the satisfaction of the President and accepted by him, and the final certificate of completion and acceptance thereof, signed by the President and said Engineer, filed with the Comptroller. The City will pay to the Contractor on or before the expiration of thirty days from the filing of said final certificate of completion and acceptance in the office of the Comptroller, the whole of the moneys accruing to the Contractor, under this contract, except such sums of money as shall be retained under any of the provisions herein contained for that purpose, or in any law of the State, under any ordinance of The City passed prior to the date of this contract and now in force.

30 Moneys to be retained for repairs to unpaved streets.

40 It is hereby further agreed that The City shall be and is hereby authorized to retain out of the moneys payable to the Contractor, during a period of six months from the date of the final completion and the acceptance by the President of the work done under this contract, the sum of \$0.06/100 for each linear foot of sewer, basin connection, constructed under this contract within streets repaired by the Contractor. And should the Contractor fail to make such repairs to the street surface as may become necessary by reason of the work done under this contract within two days of the date of service of notice upon him so to do, then the President may expend such sum or any part thereof in making such repairs.

EXHIBIT C-132 (*continued*).

Payment of retained moneys to be made after six months.

10 It is hereby further agreed that The City, upon the expiration of the said period of six months, will pay to the said party of the second part the whole or such part of the moneys retained as may remain after the expenses of making said repairs, in the manner aforesaid, shall have been paid therefrom.

Termination of six months' period.

20 It is hereby further agreed that if the termination of the said period of six months after the completion and acceptance of the work done under this contract shall fall within the months of December, January, February or March, then and in that case the said months of December, January, February and March, or such part thereof as the President may determine, will not be included in the computation of said period of six months.

Final certificate to control.

30 XLII. The action of the Engineer in Charge of Sewers, by which the Contractor is to be bound and concluded according to the terms of this contract, shall be that evidenced by said Engineer's final certificate, all prior certificates upon which eighty-five per centum (85%) payments may have been made being merely estimates, and subject to the corrections of such final certificate, which may be made without notice to the Contractor thereof, or of the measurements upon which the same is based.

85 per cent payments.

40 XLIII. In case the amount of this contract, based on the Engineer's estimate and the contract prices, shall be five thousand dollars (\$5,000.00) or over the Engineer shall from time to time, as the work progresses, but not oftener than once a month, make in writing an estimate, such as in his opinion, shall be just and fair, of the amount of the work done and material installed by the Contractor in the performance of this contract on his part, and of the value thereof under and according to the terms of this contract. No allowance will be made in these estimates for materials furnished and delivered until such materials shall have been permanently incorporated in the work, except as hereinafter stated. The first such estimate will be of the amount of work done and materials furnished and installed since the Contractor

EXHIBIT C-132 (*continued*).

commenced the performance of this contract on his part, and every subsequent estimate except the final one, will be of the amount of work done and materials furnished and installed since the last preceding estimate was made. In the estimates allowances will be made for Reinforcing Steel, Structural Steel, Pumps, Electric Motors, Valves, Cast Iron Pipe, Salt Glazed Tile Pipe 12 inches in diameter and larger sizes, Precast Concrete Pipe 24 inches in diameter and larger sizes, Stationary Screens, Mechanically Driven Screens, Cast Iron Tunnel Lining and Precast concrete Blocks for Tunnel Lining, prior to their installation, which are owned by the Contractor and free from all liens or claims, and which have been delivered at locations where work is to be performed under this contract. Such allowances will be calculated at Eighty (80) per cent of the cost price for said materials. But no allowances will be made for those materials delivered which are in excess of the quantities permitted under the specifications to be distributed along the lines of the work. The Contractor will be required to furnish, prior to the certification for payment, written evidence satisfactory to the Borough President that the Contractor is the owner of the materials upon which payment is to be certified, and that such materials are free from liens or claims. Before certifying for payment for materials aforesaid, the Contractor shall execute or have executed and delivered to The City any and all instruments required to vest in The City title to such materials free from claims or liens. Title to materials certified for payment shall vest in The City upon certification of the same for payment. The Contractor, however, agrees to and does assume responsibility for the safety, care and protection of all such materials until they have been finally installed in the work and the completed work accepted by the City, and further agrees at his own cost to replace any such materials that may be lost or damaged. The aforesaid estimates of amount and quantity will not be required to be made by strict measurement, but they may be made by measurement or by estimation, or partly by one and partly by the other, and it shall be sufficient if they are approximate only and estimates strictly so called. Upon each such estimate, made prior to the time of the completion of all the work of laying all the sewers and appurtenances and the backfilling of trenches, said estimate being certified in writing by the Borough President and Engineer and filed with the Comptroller, The City will pay to the Contractor eighty-five per centum of the amount stated in such estimate to be the value of the work therein certified to have

EXHIBIT C-132 (*continued*).

10 been done and materials certified therein to have been furnished and installed, and eighty-five per cent of eighty per cent of the cost not exceeding the contract value of materials not installed hereinabove specified except that subsequent to the completion of all the work of laying all the sewers and appurtenances and the backfilling of the trenches, The City will pay to the Contractor eighty-five per centum of the value of the work done and materials furnished under the contract as certified in each such estimate, shall amount to more than fifteen hundred dollars (\$1500.) and provided, that The City pay at all times reserve and retain out of said installments, or any of them, such sums as by the terms hereof, or of any act of the Legislature of the State of New York, or of any ordinance of The City passed prior to the date hereof, it is or may be authorized to reserve or retain; and provided that where the Contractor, although the lowest bidder in the gross calculation, is to receive unusual or
20 extraordinary prices for any of the different items of the work when considered separately, nothing herein contained shall be construed to affect the right of the President to determine the amount that may be due from time to time, not necessarily by the prices agreed upon in this contract, but by causing an estimate to be made of the value of the work done, taking as a basis of the calculations the whole amount of money that will have become due, according to the terms of this contract, when the whole work shall be completed.

30 If abandoned, etc.

Contract may be declared abandoned.

Completion of work to be undertaken by President.

40 XLIV. The Contractor hereby agrees that if the work to be done under this contract shall be abandoned by him, or if this contract shall be assigned or the work sublet by him otherwise than as provided by the terms hereof, or if at any time the Engineer shall be of the opinion, and shall so certify, in writing to the President that the performance of the contract is unnecessarily or unreasonably delayed, as evidenced by its actual rate of progress compared with the required progress (see Section XIV); or that the Contractor is wilfully violating any of the conditions or covenants of this contract or the specifications thereof, or is executing the same in bad faith, or not in accordance with the terms thereof, or that the work is not fully completed

EXHIBIT C-132 (*continued*).

within the time designated in this contract for its completion, the President may declare this contract or any part thereof abandoned and notify the Contractor to discontinue all work or any part thereof under this contract, by written notice to be served upon the Contractor either personally, or by leaving said notice at his residence, or with his agent in charge of the work, or in the manner provided in Section XLV, or with any employee
10 found on the work, and the Contractor agrees to thereupon discontinue said work or such part thereof, and he further agrees that the President shall thereupon have the power to contract for the completion of the contract in the manner prescribed by law, or to place such and so many persons as he may deem advisable, by contract or otherwise, to work at and complete the work declared abandoned and to use such plant and materials as he may find upon the line of the work, and to procure other plants and materials for the completion of the same, and to charge the
20 expense of said plant, labor and materials to the Contractor; and it is further agreed that the expense so charged shall be deducted and also liquidated damages for delay in the completion of the work, as provided in Clause XV shall be deducted and paid by the City out of such moneys as would have been payable to the Contractor if he had completed the work. And in case such expense and liquidated damages shall exceed the sum which would have been payable under this contract, if the same had been completed by the Contractor, he shall and will pay the amount of such excess to the City; and in case such expense and liquidated
30 damages shall be less than the sum which would be payable to the Contractor, if the Contractor had completed the contract, he shall be entitled to the difference, subject to all the other terms, covenants and conditions of this contract. Upon the President signing the aforesaid written notice to the Contractor to discontinue all or any part of the work, he shall have the right to take immediate possession on behalf of The City of the plant and materials upon the line of the work, without notice to the Contractor, for the purpose hereinbefore specified, and no such plan or materials shall be removed so long as the same may be
40 wanted for the work. In the computation of liquidated damages for delay in completion of the work, the time taken by The City or given to the new Contractor to whom the contract for the completion of this contract may be awarded, as well as the time taken in advertising and awarding such contract, shall be added to the time consumed by the Contractor under this contract up to the date when The City shall take the action provided in this

EXHIBIT C-132 (*continued*).

10 clause, and from such total there shall be deducted the time allowed to the Contractor for completing the work under this contract. When any particular part of the work is being carried on by The City by contract or otherwise under the provisions of this clause of the contract, the Contractor agrees to continue the remainder of the work in conformity with the terms of this contract and in such manner as in no wise to hinder or interfere with the persons or workmen employed, as above provided by The City by contract or otherwise to do any part of the work, or to complete the same under the provisions of this clause of the contract. In the event of the President undertaking to have performed the work or any part thereof under this clause of the contract, his certificate as to the amount of work done, cost, and of the excess cost, if any, of completing the work called for by this contract shall be binding and conclusive upon the Contractor, his assignees and his sureties.

20 Notice to Contractor.

XLV. It is agreed that the residence or place of business, given in the bid upon which this contract is founded, is hereby designated as the place where all notices, letters and other communications shall be served, mailed or delivered. It is further agreed that any notice, letter or other communication addressed to the Contractor and delivered at the above-named place, or deposited in a post-paid wrapper in any post-office box regularly maintained by the post-office, shall be deemed sufficient service thereof upon the Contractor. It is also further agreed that the place named may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor and delivered to the President. It is also further agreed that nothing herein contained shall be deemed to proclude or render inoperative the service of any notice, letter or other communication upon the Contractor personally.

40 Labor Law.

XLVI. The Contractor agrees that he will comply with the provisions of "The Labor Law." He further agrees that no laborer, workman or mechanic in the employ of the Contractor, sub-contractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract, shall be permitted or required to work more than eight hours in any one calendar day, except in cases of extraordinary emergency, caused

EXHIBIT C-132 (*continued*).

10 by fire, flood or danger to life or property; that the wages to be paid for a legal day's work or upon any material to be used thereon shall not be less than the prevailing rate for a day's work in the same trade or occupation in the locality where such public work is being constructed. Each such laborer, workman or mechanic shall receive the prevailing rate of wages. This contract shall be void and of no effect, unless the person or corporation, making or performing the same shall comply with the provision of section 222 of the Labor Law.

No-estoppel.

20 XLVII. The City shall not, nor shall any Department or officer thereof be precluded or estopped by any return or certificate made or given by the President, any Engineer or other officer, agent or appointee of The City under any provision of this contract from at any time (either before or after the final completion and acceptance of the work and payment therefor pursuant to any such return or certificate) showing the true and correct amount, quality and character of the work done and materials furnished by the Contractor, or any other person under this contract, or from showing at any time that any such return or certificate is untrue and incorrect or improperly made in any particular, or that the work and materials, or any part thereof do not in fact conform to the contract: and The City shall not be precluded or estopped, notwithstanding any such return or certificate or payment in accordance therewith, from demanding and recovering from the Contractor such damages as it may sustain by reason of his failure to comply with the contract.

30 Understanding of plans and specifications.

40 XLVIII. The Contractor hereby distinctly and expressly declares and acknowledges that, before the signing of this contract, he has carefully read the same, and the whole thereof, together with and in connection with the plan and specifications, and that he has made such examination of this contract and of said plan and specifications, and the location where said work is to be done, and such investigation of the work required to be done, and in regard to the material required to be furnished, as to enable him to thoroughly understand the intention of the same, and the requirements, covenants, agreements, stipulations and restrictions contained in this contract and in said plan and specifications; and distinctly agrees that he will not hereafter

EXHIBIT C-132 (*continued*).

10 make any claim or demand upon The City, based upon or arising out of any alleged misunderstanding or misconception on his part of the said requirements, covenants, stipulations and restrictions; and that any information given to the Contractor by the Engineer or others as to the quantities in the work, prior to, or during the progress of the work, shall have no bearing or effect whatsoever, upon the total amount of work to be paid for, in the final settlement.

Substitution of Sureties.

20 XLIX. Should the Comptroller at any time deem the sureties under the contract to be unsatisfactory he shall notify the Contractor to that effect and the Contractor shall when so notified forthwith submit in substitution new sureties acceptable to the Comptroller. No further payment shall be deemed due or shall be made until the new sureties shall qualify and be accepted by the Comptroller.

Chap. 478, Laws 1916.

30 L. This contract shall be void and of no effect unless the person or corporation making or performing the same shall secure compensation for the benefit of and keep insured during the life of this contract the employees engaged thereon, in compliance with the provisions of Chapter 41 of the Laws of 1914, known as the Workmen's Compensation Law, and acts amendatory thereof.

EXHIBIT C-132 (*continued*).

IN WITNESS WHEREOF, The President of the Borough of Queens for and on behalf of The City of New York, and Contractor have executed this agreement in triplicate; one part of which is to remain with the President, one other to be filed with the Comptroller of The City of New York, and the third to be delivered to the Contractor.

10

THE CITY OF NEW YORK,

By MICHAEL J. SHUGRUE,

Acting President of the Borough of Queens.

KENNEDY & SMITH, INC.,

Contractor.

20

By HARRY L. SMITH, Sec.-Treas.

The City and State of New York, ss. :
County of Queens,

30 On this 14th day of February, 1925, before me personally came Michael J. Shugrue, to me known and known to me to be the Acting President of the Borough of Queens, of the City of New York, the person described as such in and who as such executed the foregoing instrument, and he acknowledged to me that he executed the same as said Acting President for the purposes therein mentioned.

JEFFERSON J. REILLY

Commissioner of Deeds, New York City.

40

EXHIBIT C-132 (*continued*).

Certificate of acknowledgment of Contractor, if a partnership.

The City and State of New York, ss.:
County of Queens

10 On this 4th day of February, 1925, before me personally came Harry L. Smith, to me known, who, being by me duly sworn, did depose and say that he resides in Flushing, L. I. and is the Secretary and Treasurer of Kennedy & Smith, Inc. the corporation described in, and which executed the foregoing instrument; that he knows the corporate seal of said company; that the seal affixed to the foregoing instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said company and that by like order he thereto signed his name and official designation.

20

JEFFERSON J. REILLY

Commissioner of Deeds, New York City.

30 KNOW ALL MEN BY THESE PRESENTS, That we, Kennedy & Smith, Inc. hereinafter called the "Contractor," and United States Fidelity and Guaranty Company and Eagle Indemnity Co. hereinafter called the "Surety", are held and firmly bound unto The City of New York, in the sum of Eighty thousand DOLLARS, lawful money of the United States of America, to be paid unto THE CITY OF NEW YORK, or to its certain attorneys, successors or assigns; for which payment, well and truly to be made, we and each of us do bind ourselves, and our several and respective heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

40 Signed, sealed and dated this 4th day of February, 1925.

WHEREAS, The above bounden Contractor, by an instrument in writing, signed by said contractor, and bearing even date with these presents, one part whereof is hereto annexed, has contracted with The City of New York, by the President of the Borough of Queens, to furnish all the labor and materials, and to excavate for, build, construct and in all respects complete

EXHIBIT C-132 (*continued*).

sewer, etc., in Laburnum Ave. from Kissena Boulevard to 156th Street, etc., 3rd Ward, together with all the work incidental thereto, as is fully and at large set forth and described in the contract aforesaid.

10 NOW, THEREFORE, The condition of the above obligation in such that if the said above bounden Contractor and its, his or their heirs, executors, administrators and assigns, or any or either of them, shall well and truly, and in a good, sufficient and workmanlike manner, perform or cause to be performed the said contract, and each and every of the covenants, promises, agreements and provisions therein contained to be performed by said contractor and complete the same within the period therein stipulated, and in each and every respect comply with the conditions therein contained, then this obligation to be void; otherwise, to remain in full force and virtue.

20

KENNEDY & SMITH, INC.

Contractor.

By HARRY L. SMITH, Sec.-Treas.

United States Fidelity and Guaranty Company,

By E. MARSAC,

30

Attorney-in-Fact.

Attest: William H. Estwick,

Attorney-in-Fact.

Eagle Indemnity Company,

By EDWARD S. CARMICK,

40

Attorney-in-Fact.

275497-25

EXHIBIT C-132 (*continued*).

The City and State of New York,
County of Queens, ss.:

10 On this 4th day of February, 1925, before me personally came Harry L. Smith to me known, who being by me duly sworn, did depose and say that he resides in Flushing, L. I., that he is the Secretary and Treasurer of the Kennedy & Smith, Inc. the corporation described in, and which executed the above instrument, that he knows the corporate seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that by like order he thereto signed his name and official designation.

JEFFERSON J. REILLY

20 Commissioner of Deeds, New York City.

FUNDS

PRESIDENT'S CERTIFICATE

30

Funds O. K. R.

It is hereby certified that the estimated cost of the work and materials required by the within contract is One hundred sixty eight thousand seven hundred nintey two 80/100 DOLLARS (\$168,792.80), and is chargeable to the Street Improvement Fund of The City of New York.

40

MICHAEL J. SHUGRUE,

Acting President of the Borough of Queens.

THE CITY OF NEW YORK, FEB 14, 1925.

EXHIBIT C-132 (continued).

SPECIFICATIONS.

TRENCHES

10

Length of trench.

1. Unless otherwise directed or permitted not more than 200 feet of any trench in advance of the end of the built sewer shall be open at any time, and unless written permission to the contrary is given, the trench shall be excavated to its full depth for a distance of at least 20 feet more than the minimum length of sewer permitted to be laid in it. (See paragraphs 127 and 154.) Trenches for house connection drains shall not be open on both sides of the street at the same time, unless permission has previously been given to close the street. Unless otherwise directed, each trench for basin connections and house connection drains shall be fully excavated for its entire length before any pipes are laid therein.

Sheeting and bracing.

2. Where necessary the sides of the trenches and excavations shall be supported by adequate sheeting and bracing. Steel sheeting may be used only where shown on the plan or directed. Sheeting and bracing will be paid for only when left in place by written order, in which event the amount left in place will be paid for at the contract price for such material. Unless specially permitted sheeting against which concrete is placed shall not be removed and will not be paid for. The Contractor will be held accountable and responsible for the sufficiency of all sheeting and bracing used, and for all damage to persons or property resulting from the improper quality, strength, placing, maintaining or removing of the same.

Sheeting in soft material.

3. Where the material to be excavated is of such a character as to render it necessary, the sheeting shall be closely driven and to such depth below the bottom of the sewer as may be directed.

EXHIBIT C-132 (*continued*).

Tunneling.

4. All work shall be done in open trenches or excavations; no tunneling shall be done except with the consent of the Engineer.

Trees and stumps.

10

5. The Contractor shall grub and clear the surface over the trenches and excavations of all trees and stumps and remove the same from the work.

Material to be disinfected.

20

6. If required, any or all of the excavated material shall be satisfactorily disinfected or deodorized or immediately removed from the work.

Roadway, sidewalks, etc., to be kept clear.

30

7. The excavated material and materials of construction shall be so deposited, and the work shall be so conducted as to leave open and free for traffic all crosswalks; a space on each sidewalk not less than one-third the width of such sidewalk and unless permission is given to the contrary, a roadway not less than 8 feet wide for the free passage of vehicles. Street hydrants, water gates, fire alarm boxes and letter boxes shall be kept accessible for use. During the progress of the work the Contractor shall maintain such crosswalks, sidewalks and roadways in satisfactory condition, and the work shall at all times be so conducted as to cause a minimum of inconvenience to public travel, and permit of safe and convenient access to private and public property along the line of the work.

Surplus material.

40

8. If all of the excavated material cannot be stored on the street in such a manner as to maintain the traffic conditions hereinbefore specified, the surplus shall be removed from the work and stored. After the construction of the sewer, so much of this material as is of satisfactory quality and necessary for the purpose shall be brought back and used for backfilling the trench.

EXHIBIT C-132 (*continued*).

Fence.

9. Where necessary a suitable fence shall be placed along the sides of the trench to keep the street safe for traffic.

Temporary bridges.

- 10 10. Where any crosswalk is intersected by the trench, it shall be temporarily replaced by a substantial timber bridge not less than 3 feet wide, with side railings. Where required, suitable temporary bridges for vehicles shall be provided and maintained across the trench.

Disposal of water from trenches.

- 20 11. The Contractor shall at all times during the progress of the work keep the trenches and excavations free from water. The water from the trenches and excavations shall be disposed of in such a manner as will not cause injury to the public health, nor to public or private property, nor to the work completed or in progress, nor to the surface of the streets, nor cause any interference with the use of the same by the public.

Cost to be covered.

- 30 12. The cost of all labor required to be done and all materials required to be furnished in the performance of all of the work specified in paragraphs 1 to 11 inclusive, except as otherwise provided, shall be covered by all the contract prices for all the items for which there are contract prices.

EARTH EXCAVATION.

- 40 13. Earth exvacation shall include the removal of all material other than ledge rock.

Width of trench for sewers, etc.

14. The minimum widths of trenches in earth for pipe sewers, basin connections, house connections and other drains not over 18 inches in diameter, shall be such as to give a clearance inside the sheeting of 8 inches on each side of the pipe, and

EXHIBIT C-132 (*continued*).

10 for those of larger diameter 10 inches on each side of the pipe, exclusive of spurs and hubs; and all such trenches shall have a clear width equal to the maximum width of the cradles of the sewers to be laid in them, when such cradles are wider than the minimum widths herein specified. The minimum widths of trenches in earth, inside the sheeting, for other sewers shall be the greatest external width of the structures, including the necessary forms, to be built therein.

15. Where a riser, manhole or other appurtenance or the foundation therefor extends beyond the exterior lines of the sewer or its foundation, the minimum excavation in earth required for the same shall be that contained in a prism with vertical sides and a horizontal section equal to the smallest rectangle which will enclose such appurtenance and its foundation.

20 Excavation for basin manholes, etc.

16. The minimum dimensions of the excavation in earth, for brick basin manholes and inlets, shall be such as to give a clearance inside the sheeting of 1 foot on all sides, above the foundation, but in all such cases the excavation shall be large enough to include the foundations for such structures shown on the plan. The excavation for concrete basin manholes and inlets shall be of such dimensions as to permit the proper placing and removal of the necessary forms.

30 Depth of trenches.

17. The trenches shall be excavated to the depths required for the foundations of the sewers and appurtenances shown on the plan and where the conditions are such as to make it necessary to such additional depths as may be directed. Where pipe is laid without a cradle the bottom of the trenches shall be excavated to fit the lower third of the pipe, and excavations shall be made to receive the hubs. All irregularities in the bottoms of the trenches shall be filled up to the required grade with suitable material.

Cost to be covered.

18. The cost of all labor required to be done and all materials required to be furnished in the performance of all the

EXHIBIT C-132 (*continued*).

work specified in paragraphs 15 to 17 inclusive, except as otherwise provided, shall be covered by all the contract prices for all the items for which there are contract prices.

BACKFILLING.

10

Backfilling around sewers, etc.

20

29. Unless otherwise specified or directed, all trenches and excavations shall be backfilled immediately after the structures are built therein. For a depth of at least 2 feet over the top of the sewer, basin connection, house connection or other drain, the material for backfilling trenches as excavated shall be clean earth, sand or rock dust. It shall be carefully deposited in uniform layers not exceeding 6 inches in depth, and unless otherwise permitted, each layer shall be carefully and solidly tamped with appropriate tools in such a manner as to avoid injuring or disturbing the completed work.

Backfilling for remainder of trench.

30

30. Backfilling for the remainder of the trenches as excavated, shall be approved material free from organic matter and containing no stone over 10 inches in their largest dimensions. Any stones shall be so distributed through the mass that all interstices are filled with the fine material. This backfilling shall be deposited as directed, and unless otherwise permitted, shall be spread in layers and solidly tamped.

Backfilling around basin manholes, etc.

40

31. Backfilling within 2 feet of manholes, house connection drains, basin manholes, inlets and other structures shall be of the same quality as that specified in paragraph 29. It shall be uniformly deposited on all sides and unless otherwise permitted, solidly tamped in such a manner as to avoid injuring the structures or producing unequal pressures thereon.

Puddling.

32. Backfilling shall, if required, be flooded or puddled with water as the work progresses, instead of being tamped.

EXHIBIT C-132 (*continued*).

33. When sheeting is drawn, all cavities remaining in or adjoining the trench shall be solidly filled. When sheeting is left in place all cavities behind such sheeting shall be solidly filled as directed.

Deficiency of filling.

- 10 34. Unless otherwise shown on the plan, the trenches shall be backfilled to the height of the surface of the ground as it existed at the commencement of the work. Should there be a deficiency of proper material for the purpose, the Contractor shall furnish and place such additional material as may be required.

Temporary bulkheads.

- 20 35. For retaining the backfilling only temporary bulkheads will be allowed over sewers, basin connections and drains. Such bulkheads shall not be of stone, and they shall be removed as the trenches are backfilled.

Curves, branches, etc., not to be covered.

- 30 36. Drains, basin connections, house and sewer connections and intersections, ends of sewers and branches shall not be covered until the Engineer shall have inspected, measured and located the same, and given permission to backfill the trenches over them.

Removal of surplus material.

- 40 37. As the trenches are backfilled, the Contractor shall remove all surplus materials and regrade and leave free, clear and in good order all roadways and sidewalks. During the progress of an until the final acceptance of the work, he shall maintain in good and safe condition the surface of the street over all the trenches, and promptly fill all depressions over and adjoining the trenches caused by settlement of the backfilling. In case of failure or neglect on the part of the Contractor to comply with the requirements of this paragraph within 24 hours after the service upon him of a written notice so to do, the President may furnish all materials and do all work required, and the cost thereof will be charged to the Contractor and deducted from any moneys due or to become due him under this contract. All

EXHIBIT C-132 (*continued*).

surplus material or any part thereof shall, if required, be deposited as directed on the streets and avenues within the limits of this contract, where the same are below grade, and in such a manner as to leave the surfaces of the filled material even.

Cost covered.

- 10 38. The cost of all labor required to be done and all materials required to be furnished in the performance of all the work specified in paragraphs 30 to 37, inclusive, shall be covered by all the contract prices for all the items for which there are contract prices.

CEMENT.

- 20 39. All cement used in the work shall be a high grade Portland cement of a well-established and approved brand. It shall be the product obtained by finely pulverizing clinker produced by calcining to incipient fusion, an intimate mixture of properly proportioned argillaceous and calcareous substances, with only such additions subsequent to calcining as may be necessary to control certain properties. Such additions shall not exceed 3 per cent. by weight, of the calcined product.

- 30 Specific gravity; weight.

40 40. The cement shall have a specific gravity of not less than 3.10 after being thoroughly dried at 212° F. It shall weigh not less than 380 pounds net, to the barrel, 4 bags of 95 pounds each being considered equivalent to a barrel.

Fineness.

- 40 41. The cement shall be dry, finely ground, of uniform color and free from lumps. It shall leave a residue of not more than 8 per cent. by weight when passed through a No. 100 sieve and not more than 25 per cent. when passed through a No. 200 sieve.

Tensile strength.

42. Standard briquettes shall develop within the period specified, tensile strength not less than that shown in the following table:

EXHIBIT C-132 (continued).

		Lbs. per Sq. in.
	Net Cement:	
	24 hours	175
	7 days (1 day in moist air, 6 days in water) ...	500
10	28 days (1 day in moist air, 27 days in water) ...	600
	Mortar consisting of 1 part cement and 3 parts of Stanard Ottawa Sand, by weight:	
	7 days (1 day in moist air, 6 days in water) ...	180
	28 days (1 day in moist air, 27 days in water) ...	225

20 The average of the tensile strengths developed at each age by the briquettes in any set mad from on sampl will b considered the strength of the sample at that age, excluding any results that are manifestly faulty. The average strength of briquettes at 28 days shall be greater than the average strength at 7 days, and if tests are made after 28 days the strength shall be not less than that at 28 days.

Soundness.

30 43. Pats of neat cement, when tested for constancy of volume or soundness, shall remain firm and hard and show no sign of checking, cracking, distortion or disintegration.

Setting.

40 44. Unless otherwise required, the cement shall not develop initial set in less than 30 minutes, and shall develop final set in not less than 1 hour nor more than 10 hours. Quick-setting cement of an approved brand shall, if required, be kept on the work in sufficient quantity to provide for any contingency requiring the use of the same.

Testing.

45. The cement will be subjected to such tests as the Engineer may deem necessary, and such tests will be made in accordance with the methods recommended by the Committee on

EXHIBIT C-132 (*continued*).

Uniform tests of Cement of the American Society of Civil Engineers, except that the time of setting will usually be determined by the Gilmore needles. In case of dispute as to the time of setting, this test will be made by means of the Vicat needle.

Retesting.

- 10 46. Any cement which shall have been kept in storage after testing for a sufficient time to warrant it, shall be retested. Any prior acceptance shall be considered void and the acceptance or rejection of the cement shall depend upon the results of the latest tests.

Approval of brand may be rescinded.

- 20 47. The Engineer may at any time rescind the approval of any brand of cement that develops objectionable qualities.

Samples.

- 30 48. The Contractor shall notify the Engineer of the arrival of the cement on the work, and furnish such facilities as may be required for obtaining samples for testing. Samples will be taken so as to fairly represent the material. The number of packages sampled and the quantity to be taken from each will depend upon the importance of the work and the number of tests to be made.

Delivery and storing.

- 40 49. Cement shall be delivered on the work in barrels or approved bags of uniform size with the brand and the name of the manufacturer plainly marked thereon, it shall be immediately stored in a dry place and carefully protected from the weather. A sufficient stock of cement shall be kept on the work in advance of the necessity for its use to permit of the making of the required seven day tests. Except by written permission, no cement shall be used before it has been tested and accepted, and any concrete or masonry which may have been made under such permission with cement that is subsequently rejected, shall be removed and replaced by the Contractor, at his own expense, with concrete or masonry made of accepted cement.

EXHIBIT C-132 (*continued*).

Cost to be covered.

50. The cost of furnishing, storing and incorporating cement in the work, and the cost of samples required for testing, shall be covered by the contract prices for the structures or classes of work in connection with which the cement is used.

10

MORTAR.

51. All mortar used in the work, unless otherwise specified, shall be composed of 1 volume of cement, as in the original package, and $2\frac{1}{2}$ volumes of sand. Where required, mortar of cement and sand in other proportions or mortar of neat cement shall be used as directed.

20 Sand.

52. Sand shall be composed of grains of clean sharp quartz, not softer than hard limestone. It shall be moderately coarse and preferably made up of grains of varying size not exceeding one-quarter ($\frac{1}{4}$) inch producing a mass with low percentage of voids. It shall not contain, in all, more than five (5) per cent. by volume of clay, loam, mica, scales, silt, or other objectionable inorganic matter, nor more than one (1) per cent. of organic matter.

30

Tests may also be made of the cement and sand used in the proportions of one (1) part cement to three (3) parts sand, and these tests must show at least 70 per cent. of the strength of the mortar made with the cement and standard sand, or the sand may be rejected.

Mixing.

40 53. Mortar shall be mixed in a suitable box or on a tight platform, and never upon the pavement or ground. The cement and sand shall be thoroughly mixed dry, until the mixture has a uniform color. Clean, fresh water shall then be added and the mass worked until a mortar which is uniform and of the required consistency is produced. The mortar shall be mixed in no greater quantity than is required for the work in hand, and any that has set sufficiently to require rettempering shall not be used.

EXHIBIT C-132 (*continued*).

Freezing weather.

54. The mixing and use of mortar in freezing weather shall be subject to the same requirements as hereinafter specified for mixing and placing concrete under similar conditions.

10 Cost covered.

55. The cost of all labor and materials required to furnish and place the mortar in the work, as specified, shall be covered by the contract price for the structure or class of work in connection with which the mortar is used.

CONCRETE.

20 Class A concrete.

56. Class A concrete shall be made of 1 part of cement, 2 parts of sand and 4 parts of broken stone or gravel.

Broken stone or gravel.

30 57. Broken stone for Class A concrete shall be approved trap rock, dense fine-grained blue limestone or granite broken into roughly cubical or pyramidal fragments. Broken stone or contains dust, loam, clay, organic matter or other improper substances shall not be used. Broken stone for Class A concrete shall be the run of the crusher that will pass through a screen with circular openings $1\frac{1}{4}$ inches in diameter and shall be retained on a screen with openings $\frac{1}{8}$ -inch in diameter. Gravel shall be equal in quality to North Shore Long Island gravel, shall be clean and sound, and shall be of the sizes herein specified for broken stone.

40 Measuring ingredients.

58. For the purpose of determining the proportions of the materials for concrete, each bag of cement will be considered as containing $\frac{9}{10}$ cubic foot, and the other ingredients shall be measured by an approved method.

Water.

EXHIBIT C-132 (*continued*).

59. Only clean fresh water shall be used for concrete.

Mixing.

60. Unless permitted to be mixed by hand, concrete shall be mixed in approved mechanical batch mixers, so constructed and operated that the ingredients of the concrete may be accurately measured and thoroughly mixed. Enough water shall be added during the mixing to bring the concrete to the required consistency, which generally shall be such that the concrete may be poured into place without causing the separation of the stones from the mortar. When concrete is mixed by hand the broken stone or gravel shall be spread on a tight platform in a bed about 6 inches deep and shall be thoroughly wetted. The cement and the sand shall be mixed dry on a suitable platform, until the mixture has a uniform color. This mixture shall be spread evenly on the bed of wet stone, water added, and the entire mass turned until each piece of stone is entirely coated with mortar and a concrete produced which is uniform and of the consistency herein specified for machine mixed concrete. When a comparatively dry concrete is required it shall be mixed to such consistency as may be directed.

Placing concrete.

61. Concrete shall be mixed only in such quantity as is required for the work in hand, and any that has set sufficiently to require retempering shall not be used. Any concrete in which the water has separated from the solid matter shall be satisfactorily remixed before placed. The concrete shall be so deposited in the work as to prevent the separation of the stone from the mortar. It shall be deposited in as nearly a continuous operation as practicable and shall be tamped or spaded with suitable tools to expel air bubbles and produce a dense and compact mass. When the operation of placing concrete is interrupted the concrete in the work shall, if required, be confined by suitable temporary forms or bulkheads. When concrete is to surround reinforcing metal, structural steel or wire netting, it shall be so deposited as to work closely around such material. When a comparatively dry concrete is used it shall be deposited in horizontal layers not exceeding 6 inches in depth and solidly tamped.

EXHIBIT C-132 (*continued*).

Joining old and new concrete.

62. When fresh concrete is to be laid on or adjoining concrete already set, the surfact of the latter shall be thoroughly cleaned, washed, and roughened, and coated with a grout of neat cement before the fresh concrete is deposited.

10 Forms and centres.

63. The Contractor shall provided all necessary forms and centres for shaping concrete wherever used. They shall be true to the required shapes and sizes, strong enough and so secured in place as to withstand all operations incidental to placing the concrete, and watertight, and the face against which the concrete is to be placed shall be satisfactorily smooth and clean. Timber used in forms and centres for exposed faces of concrete shall be seasoned stock. Unless otherwise permitted, those surfaces of forms and centres which will be in contact with concrete shall be coated as directed with an approved lubricant; when no lubricant is required such surfaces shall be thoroughly wetted just before the concrete is placed.

Removal of forms and centres.

64. The forms and centres shall be left in place until the concrete has set sufficiently to permit their removal without danger to the structure, and until so much of the backfilling or embankment as may be directed has been put in place. No forms or centres shall be struck or removed until permission to do so has been given.

Exposed surfaces.

65. Special care shall be used to secure a smooth and uniform finish to the surfaces of concrete which will be exposed in the completed structure. Immediately after the removal of the forms such surfaces, if uneven, shall be rubbed smooth to a uniform and satisfactory finish, all exposed edges of concrete shall be neatly rounded as directed, and if any voids, projections or other imperfections be found, such defects shall at once be corrected by tooling, cutting out and filling with mortar, or otherwise, as directed.

EXHIBIT C-132 (*continued*).

Depositing concrete under water.

66. Whenever it becomes necessary to place concrete under water, it shall be deposited by means of drop-bottom buckets or other approved method. Concrete so deposited shall be carefully spread without tamping.

10 Freezing weather.

67. In freezing weather, until the temperature falls to 24 degrees Fahrenheit the water used for concrete shall, if directed, be heated to an approved temperature, and if directed one per cent, by weight of salt shall be added to the water for each degree Fahrenheit that the temperature of the air is below 32° F. The other materials for the concrete shall be heated sufficiently to remove all frost and ice. No concrete shall be
20 laid when the temperature of the air is below 20 degrees Fahrenheit.

Protection.

68. Concrete shall be allowed to set for such time as may be directed before being worked or walked upon, or before filling, backfilling or other material is placed upon or against it. It shall not be flooded with water until it has sufficiently set. Concrete shall be carefully protected from injury, from freezing
30 and from the drying effects of the sun and wind by covering it with canvas, bagging, hay or other suitable and approved materials. Such protection shall be placed as soon as the concrete is in condition to receive it, and except in freezing weather, the covering as well as the concrete shall be kept wet for such time as may be directed.

Prices to cover.

69. The cost of all concrete and the requirements
40 specified in connection therewith shall be covered by the contract price for the structure in connection with which it is used.

EXHIBIT C-132 (*continued*).

BRICK MASONRY

Quality of bricks

- 10 70. All bricks used in the work shall be sound and hard burnedthroughout, and of uniform size and quality. If required the bricks shall be culled immediately after they are brought on the work and all bricks which are warped, cracked or of improper quality shall be at once removed. The proportion of bats permitted will be determined according to the character and location or the work in which they are to be used.

How laid

- 20 71. Bricks shall be satisfactorily wet when being laid and each brick shall be laid in motar so as to form full bed, end and side joints in one operation. The joints shall be not wider than $\frac{3}{8}$ inch, except when the bricks are laid radially, in which case the narrowest part of the joint shall not exceed $\frac{1}{4}$ inch. The bricks shall be laid in a workmanlike manner, true to line, and wherever practicable the joint shall be carefully struck and pointed on the inside. Brickwork shall be laid with a satisfactory bond, and as it progresses shall be racked back in courses, unless otherwise permitted.

30

BRICKWORK.

Protection.

- 40 72. All fresh brickwork shall be carefully protected from freezing and from the drying effects of the sun and wind, and if required, it shall be sprinkled with water at such intervals and for such a time as may be directed. Brickwork shall be protected from injuries of all sorts, and all portions which may become damaged or may be found defective shall be repaired, or if directed, be removed and rebuilt.

Freezing weather.

73. In freezing weather bricks shall be heated sufficiently to remove all ice and frost.

EXHIBIT C-132 (continued).

Cost of brick masonry.

74. The cost of all brick masonry and the requirements specified in connection therewith shall be covered by the contract price for the structure in connection with which it is used.

10

STRUCTURAL STEEL.

Quality.

75. Structural steel shall be medium steel and rivet steel made by the open hearth process and shall conform to the latest revised Standard Specifications for Structural Steel for Buildings adopted by the American Society for Testing Materials, and such tests as may be required shall be made in accordance therewith and at the places hereinafter specified. The chemical and physical properties of the steel shall be as follows:

Properties Considered	Medium Steel	Steel Steel
Phosphorus (maximum)	0.06 per cent	0.06 per cent
Ultimate tensile strength, lbs. per sq. in.	55,000-65,000	48,000-58,000
30 Yield point (minimum), lbs. per sq. in.	1/2 ult. tens.str.	1/2 ult. tens. str.
Elongation, per cent. in 8 in. (minimum)	1,400,000	1,400,000
	ult. tens. str.	ult. tens. str.
Character of fracture	Silky	Silky
Cold bend without fracture . . .	180° to diam. of 1 thickness	180° flat

40 Finish.

76. All finished material shall be free from injurious seams, flaws and cracks, and have a workmanlike finish.

Variation in weight.

77. When steel is inspected at the mill or shop all pieces (except plates), which vary in weight more than 2 1/2 per cent.

EXHIBIT C-132 (*continued*).

from that specified shall be rejected; when steel is not inspected until it is delivered on the work such variation in weight will be sufficient cause for rejection when, in the judgment of the Engineer, the safety of the work will be impaired thereby.

Workmanship.

- 10 78. All structural steel shall be in accordance with the plan. All details not shown on the plan, and all workmanship and finish shall be equal to the best current practice in similar work for buildings.

Anchor bolts.

- 20 79. Anchor bolts and expansion bolts shall be furnished where required and set in place as directed. When holes are drilled in masonry or concrete for such bolts, the holes shall be washed clean and the bolts shall be firmly embedded in a mortar composed of equal parts of cement and sand, unless other material is shown on the plan.

Melt numbers.

- 30 80. Test specimens and every finished piece of steel shall be stamped with melt or blow number, except that small pieces may be shipped in bundles securely wired together, with the melt or blow number on a metal tag attached.

30 Test and inspections.

81. The required tests and inspections of structural steel shall, if directed, be made at the mills and shops by the City's authorized inspector. The Contractor shall notify the City as to the mills and shops which are to supply the steel sufficiently in advance to enable the City to arrange for such tests and inspections and the mills and shops shall afford every facility for making the same.

40 Mill certificates.

82. If it is decided not to make the City's tests and inspections at the mills, then mill certificates showing the properties of each melt of which the steel is made will be accepted for consideration.

EXHIBIT C-132 (*continued*).

Shipping invoices.

83. The Contractor will be required to furnish complete copies of shipping invoices with each shipment of steel.

Certificates, etc., for information only.

10 84. Steel will not be accepted until the required inspector's reports or mill certificates are received. All tests, inspections, reports and certificates are for the information of the Engineer, and he shall not be precluded on account thereof from requiring or making any further tests which he may deem necessary.

Shop drawings.

20 85. The Contractor shall prepare complete and accurate shop drawings of all steel work, and no shop work shall be done until such drawings shall have been approved. The Contractor shall furnish the Engineer with 3 complete sets of prints of the approved shop drawings.

Painting.

30 86. All steel shall be thoroughly cleansed of scale, rust, oil and dirt, and unless otherwise directed, those parts which are not to be bedded in concrete shall be painted with a priming coat of the best red lead and linseed oil or such other paint of equivalent value as may be directed. After erection the metal which will be exposed in the finished work shall be evenly painted with 2 coats of approved paint. No painting shall be done on wet surfaces.

Measurement.

40 87. The amount of structural steel paid for as such will be all structural steel placed in the work in accordance with the plan or directions, except any excess greater than $2\frac{1}{2}$ per cent. above the weight required, and except such structural steel shown on the plan as being part of structure for which there are contract prices, and the cost of which is hereinafter specified to be covered by the contract prices for such structures.

EXHIBIT C-132 (*continued*).

Price to cover.

10 88. The Contract price for structural steel shall cover the cost of all labor and materials required to furnish, fabricate, erect and paint the same, to furnish all test pieces, to prepare and furnish prints of shop drawings, and to drill holes for and set anchor and expansion bolts, where required, all as specified.

STEEL REINFORCEMENT BARS.

Shape

20 89. Steel bars for reinforcing concrete shall be of such shape as to afford an approved mechanical bond with the concrete frequent intervals and to insure intimate contact between the steel and concrete

Samples

90. The Contractor shall indicate the type of bars proposed to be used, and if required shall furnish samples thereof, and he is cautioned not to place the order for the bars until the type has been approved.

30 Size

91. Each bar shall have a net cross sectional area equivalent to that designated on the plan or required, or it shall be the commercial size of the approved type of bar having a net cross sectional area next larger than that designated or required.

Variation in weight.

40 92. Reinforcement bars will be rejected if their actual weight varies more than 5 per cent. from their theoretical weight as shown by the manufacturer's tables.

Quality.

93. All steel for reinforcement bars shall be made by the open hearth process and shall conform to the latest revised Standard Specifications for Steel Reinforcement Bars adopted

EXHIBIT C-132 (continued).

by the American Society for Testing Materials, and such tests as may be required, shall be made in accordance therewith, and at the places hereinafter specified. The chemical and physical properties of the steel shall be as follows:

10	Properties Considered	Structural Steel Grade		Cold Twisted Bars
		Plain Bars	Deformed Bars	
	Phosphorus, max.			
	Open Hearth	0.05	0.05	0.10
	Bessemer	0.10	0.10	0.05
	Ultimate Tensile Strength, pounds per sq. in.	55,000-70,000	55,000-70,000	Recorded only
	Yield Point, minimum pounds per sq. in.	33,000	33,000	55,000
	Elongation, minimum per cent. in 8 inches	1,400,000	1,250,000	5 per cent.
		tens. str.	tens. str.	
20	Cold bend without fracture:			
	Bars under ¼ in. in diam. or thickness	180° to diam. of 1t.	180° to diam. of 1t.	180° to diam. of 3t.
	thickness and over	180° to diam. of 1t.	180° to diam. of 2t.	180° to diam. of 2t.
	t : Nominal thickness or diameter of bar.			

94. Reinforcement bars shall be rolled from billets of new steel; they shall be straight and free from seams, flaws, cracks and imperfections of all kinds.

95. Test pieces 18 inches long may be cut from any of the bars delivered on the work, and the failure of any test piece to meet the specified requirements, or the failure of any bar when being bent, will be sufficient cause for the rejection of all steel from the melt from which the test piece or bar was made.

96. Bending sheets for steel reinforcement shall be furnished, if required, in which case the reinforcement bars shall not be bent until such bending sheets have been approved.

Delivery and protection.

97. Bars shall be delivered in bundles, to each of which shall be securely wired a metal tag with the number of the melt from which the bars were made stamped thereon. The bars shall be protected at all times from mechanical injury and from the

EXHIBIT C-132 (*continued*).

weather and when placed in the work they shall be free from dirt, scale-rust, paint and oil. Bars which are not to be embedded in concrete within a short time after being placed in the work shall, if directed, be immediately coated with a thin grout of equal parts of cement and sand.

10 Cutting and bending.

98. The bars shall be bent to the shapes shown on the plan and in conformity with approved templets. When bars are cut and bent on the work, the contractor shall employ competent men and shall provide the necessary appliances for the purpose.

Placing

20 99. All bars shall be as long as can be conveniently used accurately bent, placed, spaced and pointed as shown or directed, and they shall be securely held in their required positions by approved devices until the concrete has been placed around them.

Cost covered.

30 100. The cost of all steel reinforcement bars and the requirements specified in connection therewith shall be covered by the contract price for the structure in connection with which it is used.

WROUGHT IRON

Quality.

40 101. Wrought iron shall be double rolled, tough, fibrous and uniform in quality. It shall be thoroughly welded in rolling and be free from surface defects. It shall have an ultimate tensile strength of at least 48,000 pounds per square inch, an elongation of at least 20 per cent. in 8 inches, and a fracture wholly fibrous. Specimens shall bend cold, with a fiber, through 180 degrees around a diameter equal to the thickness of the piece tested. When nicked and bent the fracture shall be at least 90 per cent. fibrous.

EXHIBIT C-132 (*continued*).

Galvanizing,

102. Exposed wrought iron shall be thoroughly and uniformly galvanized.

Cost covered.

- 10 103. The cost of all wrought iron and the requirements specified in connection therewith shall be covered by the contract price for the structure in connection with which it is used.

IRON CASTINGS.

Quality.

- 20 104. Iron castings shall be of the best foundry pig iron, gray, tough and free from cold shuts, blow holes and other imperfections. The weight shall be conspicuously painted by the manufacturer with white oil paint on each casting. The casting shall be sound, clean and neatly finished. Where required, castings shall be thoroughly coated with coal tar pitch varnish.

Cost covered.

- 30 105. The cost of all labor and materials required to furnish, coat and place the castings as specified, shall be covered by the contract price for the structure or class of work in connection with which they are used.

TIMBER SHEETING.

Quality, placing, etc.

- 40 110. Timber sheeting and the rangers and braces for the same shall be of a satisfactory quality of timber and of sufficient size and strength to adequately support the sides of the trenches and excavations. Sheeting shall be driven in such a manner as to avoid cracking and splitting, and if required for the proper prosecution of the work, shall be tongued and grooved.

EXHIBIT C-132 (*continued*).

When paid for.

111. Timber sheeting will be paid for as such only when left in place by written order. When sheeting is left in, so much of it below the surface of the ground as may be directed shall be cut off.

10 Measurement.

112. The amount of timber sheeting to be paid for as such will be all timber sheeting, rangers and braces left in place by written order, and will not include sheeting, rangers and braces left in place without such order, nor sheeting left in place because concrete is placed against it, nor that part of the sheeting that extended above the ground after having been driven, the cost of all of which shall be covered by the contract prices for all the items for which there are contract prices. Inclined piling or planking at the bottom of a trench, if used to prevent the caving in of the excavation and in such a position that it cannot be drawn, shall be paid for at the price bid for sheet piling.

Price to cover.

113. The contract price for timber sheeting shall cover the cost of all labor and materials required to furnish, place and cut off the sheeting, rangers and braces as specified, and shall also cover the cost of all excavation necessary to place the same.

CONCRETE SEWERS.

(Type "A" or Sewer Department Standard)

Inverts.

40 122. Inverts of concrete sewers shall be formed between transverse templets and shall be screeded. The templets shall be placed at such intervals as to divide the invert into sections of suitable size for convenient construction, and unless otherwise permitted, the concrete shall be deposited in alternate sections and allowed to set before the remaining sections are built. Unless otherwise shown on the plan, a layer of mortar not less than $\frac{1}{2}$ inch thick shall be spread evenly and to a smoothly finished sur-

EXHIBIT C-132 (*continued*).

10 face upon the concrete of the invert as soon as such concrete is in place. Where the radii of inverts are too short to permit screeding between templets, the inverts shall be shaped by means of suitable forms, which shall be removed as soon as the concrete has a sufficient set, and if required, the surfaces of inverts shall be floated or troweled to a smooth finish. The concrete for inverts shall be deposited continuously for their entire cross sections and for such longitudinal distances as may be convenient. Inverts shall be carefully protected from all injury during progress of the work.

Side walls.

123. Concrete in the side walls of sewers shall be deposited continuously to the height directed and for such longitudinal distances as may be convenient.

20 Roof.

124. Concrete in the roofs of sewers shall be deposited continuously for the full depths and widths of the roofs and for such longitudinal distances as may be convenient. The outer surfaces of roofs shall be finished with an excess of mortar and left true and smooth. They shall be covered and protected as specified in paragraph 68, and such covering shall remain thereon until the backfilling or embankment is placed.

30 Bulkheads.

125. While being deposited the concrete for sewers shall be confined by temporary, vertical bulkheads placed at such intervals longitudinally as may be required for convenient working. The bulkheads shall be so designed as to give an approved shape to the end of the section of concrete under construction, shall be satisfactorily secured in place before the concrete is deposited, and shall remain in place until the concrete has set sufficiently
40 to hold its shape.

Reinforcement.

126. Where shown on the plan concrete sewers shall be reinforced with metal of the dimensions and shapes shown, and of the quality and in the manner hereinbefore specified.

EXHIBIT C-132 (*continued*).

Minimums length of invert.

127. Unless otherwise permitted or ordered, not less than 16 feet of foundation or invert for concrete sewer shall be built at one operation.

10 Connections.

128. Connections and branches for lateral sewers and basin manholes shall be built in where shown on the plan or where directed. Such connections and branches shall be closed with bulkheads of brick masonry 8 inches thick unless otherwise shown on the plan. All necessary openings and bulkheads for branch sewers shall be built in concrete sewers where shown on the plan or where directed.

20 Measurements.

129. The lengths of concrete sewers will be determined by horizontal measurements, along their centre lines. No deductions will be made on accounts of openings at branches and manholes. The measurement of a branch concrete sewer will be made from the inner surface of the wall of the main sewer through which it enters. A reducer will be paid for at the contract price for the sewer at the larger end thereof.

30 Price to cover.

130. The contract prices for concrete sewers shall cover the cost of all necessary excavation (except rock); of furnishing, maintaining and removing all forms, centres, templets and temporary bulkheads; of all openings and bulkheads; of all back-filling; and of all labor and materials required to construct concrete sewers as shown by the normal sections on the plan and as specified.

40

TYPE "B"

Cement Concrete Pipe With Reinforcement

131. Reinforced cement concrete pipe used shall be circular in section with or without flat base and shall conform in dimensions as shown in table.

EXHIBIT C-132 (continued).

General dimensions of pipes and minimum test

load per lin. ft. of pipe.

	Size	Minimum thickness	Minimum length in feet	Minimum joint length inches	Minimum test load per lin ft. of pipe
10	24"	3 "	4'	3 "	3350 Lbs.
	27"	3½"	4'	3 "	3700 "
	30"	3½"	4'	3 "	4400 "
	33"	4 "	4'	3 "	4600 "
	36"	4 "	4'	4 "	4800 "
	39"	4 "	4'	4 "	5200 "
	42"	4½"	4'	5½"	5600 "
	45"	4½"	4'	5½"	6100 "
	48"	5 "	4'	5½"	6600 "
	20	51"	5 "	4'	5½"
54"		5½"	4'	5½"	7500 "
57"		5½"	4'	5½"	7750 "
60"		6 "	4'	5½"	8000 "
63"		6 "	4'	5½"	8400 "
66"		6½"	4'	5½"	8800 "
72"		7 "	4'	5½"	9400 "
78"		8 "	4'	5½"	10400 "
84"		8 "	4'	5½"	11200 "
30		90"	8½"	4'	5½"
	96"	8½"	4'	5½"	12800 "
	102"	9 "	4'	5½"	13600 "
	108"	9 "	4'	5½"	14400 "

Testing pipe.

Reinforced concrete pipe shall not have less thickness of concrete, less length of pipe or joint than specified above, and two (2) pipes for each size of sewer (reinforced concrete) shall be selected at random for a load test. These pipes shall be tested at the age of twenty-one (21) days and the total load specified per lineal foot shall be applied on the upper half of the sewer. The lower half of the pipe shall be supported in a cradle covering an arc 180 degrees. The pipe shall sustain these loads per lineal foot without hair-cracks of any kind whatsoever. Failure to fulfill the above requirements in the manner set forth will be sufficient cause for the rejection of the pipe. Testing of pipe shall

EXHIBIT C-132 (continued).

be done by the contractor at his own expense and under the supervision and to the satisfaction of the Engineer-in-Charge of Engineering Construction.

Material of pipe, cement, sand, stone or gravel.

10 132. Reinforced concrete pipe shall be constructed at the site of the work, in a shed if the weather requires, and the pipe shall be made by a manufacturer of established reputation, who shall have had previous experience in the manufacture of reinforced concrete pipe. The cement, sand, stone or gravel shall conform the specifications of the Division of Sewers, Bureau of Engineering Construction. The forms shall be of steel and the reinforcing steel shall be held at all times against displacement in tamping. Concrete shall be an accurate 1—2—4 mix. Each pipe shall be as made with rate of manufacture.

20 Joints.

133. The pipe shall be of the bell and spigot type, the bell not to project beyond the body of the pipe, but to be flush with it. No pipe having a butt joint will be considered. No variation over one-half ($1\frac{1}{2}$) per cent. from the hereinbefore mentioned dimensions will be permitted.

Jointing.

30 134. All joints to be made of 1 : 2 Portland cement mortar. The mortar shall be thoroughly trowelled in the recess in the interior of the pipe up to the spring line, making a continuous invert. After this has been done, steel forms especially designated for the purpose shall be placed over and around the entire joint, and the mortar for sealing the arch portions grouted or poured through an opening in the crown of the pipe. Joints must be water-tight.

40 Laying pipe.

135. No pipe not marked with date of manufacture shall be laid or accepted. No pipe shall be laid in the trench which has not been seasoned for twenty-one (21) days, unless otherwise Construction.

EXHIBIT C-132 (*continued*).

Steel for reinforcement.

10 136. Reinforcing steel may be either expanded metal deformed bars, or wire mesh, such as American Steel & Wire Company's, or Clinton Wire Cloth. For all sizes of reinforced concrete pipe, reinforcing shall be at distances not less than one (1) inch from the surface.

Spurs.

137. Reinforced concrete pipe shall have openings to receive spur and branch connection wherever required by the plans. The openings shall be made in a manner satisfactory to the Engineer-in-Charge of Engineering-Construction.

Disposal of water from tranches.

20 138. The provisions of paragraph No. 11 of the specifications shall be in full force and effect, even though reinforced concrete pipe shall be furnished on this contract.

Rejection of defective pipe.

139. Pipe damaged from handling or any cause whatsoever, whether in or out of the trench, shall be replaced and removed from site of the work at the expense of the contractors.

30 Depth of cover.

139a. Where depth of cover on precast pipe sewer is sixteen feet (16') or over extra reinforcing steel shall be used in the pipe to take care of the increased stresses. The cost of such extra steel shall be included in the price bid for precast pipe sewers.

Measurements.

40 139b. Precast concrete pipe, Type "B", will be paid for from the inside face of all chambers.

EXHIBIT C-132 (continued).

VITRIFIED PIPE SEWERS.

Vitrified pipe.

10 140. Vitrified pipe sewers shall be built of shale or clay
 hub and spigot pipes with deep and wide sockets. They shall be
 thoroughly and perfectly burned, without warps, cracks or other
 imperfections, and shall be fully and smoothly salt-glazed over
 the entire inner and outer surfaces, except that the inside of the
 hub and the outside of the spigot may be unglazed for two-thirds
 the depth of the hub. On all other portions of the pipe the gla-
 20 zing shall completely cover and form an integral part of the pipe
 body. If not left unglazed the inside of the hub and the outside
 of the spigot shall be scored in 3 parallel lines extending com-
 pletely around the circumference. When it is broken, vitrified
 pipe shall show dense and solid material, without serious cracks
 or laminations; it shall be of such toughness that it can be work-
 ed with a chisel and hammer, and when struck with a hammer,
 it shall have a metallic ring.

Identification marks.

30 141. Each shall have clearly impressed on its outer sur-
 face the name of the manufacturer and of the factory in which
 it was made.

Shape and dimensions.

142. The sizes of the pipes are designated by their in-
 terior diameters. Each pipe shall be a cylinder with a circular
 section, and shall have a uniform thickness. The minimum
 lengths, thicknesses, depths of hubs and annular spaces for the
 respective sizes of pipe shall be as follows:

40	Size	Length	Thickness	Depth of Socket	Annular Space
	6.....	2 feet	5/8 inch	2 1/2 inches	5/8 inch
	8.....	3 "	3/4 "	2 3/4 "	5/8 "
	10.....	3 "	7/8 "	2 3/4 "	5/8 "
	12.....	3 "	1 "	3 "	5/8 "
	15.....	3 "	1 1/4 "	3 "	5/8 "
	18.....	3 "	1 1/2 "	3 1/4 "	5/8 "
	20.....	3 "	1 2/3 "	3 1/2 "	5/8 "
	22.....	3 "	1 5/6 "	3 3/4 "	5/8 "
	24.....	3 "	2 inches	4 "	5/8 "

EXHIBIT C-132 (continued).

Curves, bends, etc.

10 143. Where curved pipes are required they shall be furnished in either one-eighth or one-quarter bends of their respective sizes. Curved pipe, bends, siphons, and special pipe of the sizes and forms shown on the plan shall be furnished and laid, and unless otherwise provided they will be paid for at the contract prices for the corresponding sizes of vitrified pipe sewers.

Samples for testing.

144. Any or all of the following tests may be applied to samples selected on the work. For the purposes of making such tests as may be required the Contractor shall furnish and deliver when and where directed one length of pipe for each 200 feet of pipe sewer to be laid.

20 Crushing tests.

145. When supported at the bottom upon a knife edge one inch in width in such manner that an even bearing is provided throughout the whole length, exclusive of the bell, and pressure is applied at the crown uniformly through a similar knife edge, the various sizes of pipe shall withstand the following pressures:

30	Diameter	Pressure
	6 inches	900 lbs. per lin. ft.
	8 "	900 " " " "
	10 "	1,000 " " " "
	12 "	1,050 " " " "
	15 "	1,250 " " " "
	18 "	1,400 " " " "
	20 "	1,550 " " " "
	22 "	1,750 " " " "
40	24 "	1,950 " " " "

Drop weight test.

146. When supported on a dry sand bed 2 inches deep, all pipe shall withstand without cracking the impact from 2 blows of a cast iron ball weighing 8 pounds falling 18 inches. Spurs shall resist without fracture the impact from 2 blows of such a ball falling 6 inches and striking on the extreme end of the hub of the spur.

EXHIBIT C-132 (continued).

Hydrostatic test.

147. When subjected to an internal hydrostatic pressure of 8 pounds per square inch, vitrified pipe shall show no percolation.

Absorption test.

10

148. After having been thoroughly dried and then immersed in water for 24 hours, sample pieces of pipe with all broken edges shall not absorb more than 4 per cent. of their weight of water.

Factory rejection.

20

149. The entire product of any pipe factory may be rejected when, in the judgment of the Engineer, the methods of manufacture fail to guarantee uniform results, or where the materials used are such as produce inferior pipe, as indicated by repeated failure to comply with the tests herein specified.

Without cradle.

30

151. When the sewer is to be laid without a cradle the trench shall be excavated as specified in paragraph 17 and the earth forming the bed carefully freed of stones. The pipe shall then be evenly bedded therein and the backfilling placed and firmly tamped in such a manner as to avoid disturbing the sewer.

Concrete cradle.

40

52. When the sewer is to be laid in a concrete cradle, the concrete for the full width of the cradle shall be deposited continuously to the height of the outside bottom of the pipe. Before the concrete has set the pipe shall be evenly bedded therein and the remainder of the concrete immediately deposited and carefully tamped in such a manner as to avoid disturbing the sewer.

How laid.

154. All pipes shall be laid with ends abutting and true to line and grade. The pipes shall be fitted together and matched so that when laid in the work they will form a sewer with

EXHIBIT C-132 (continued).

a smooth and uniform invert. Unless otherwise permitted or directed, not less than form invert. Unless otherwise permitted or directed, not less than 12 feet of pipe sewer shall be laid in one operation.

10 155. Unless otherwise shown on the plan, the joints of vitrified pipe sewers shall be made as hereinafter specified in paragraph 156.

Gasket and mortar joints.

20 156. Gasket and mortar joints shall be made in the following manner: A closely twisted hemp or oakum gasket of suitable diameter, in no case less than $\frac{3}{4}$ -inch, and in one piece of sufficient length to pass around the pipe and lap at the top, shall be solidly rammed into the annular space between the pipes with a suitable calking tool. Before being placed, the gasket shall, if directed, be saturated with neat cement grout. The remainder of the space shall then be completely filled with plastic mortar mixed 1 to $1\frac{1}{2}$, and the joint wiped inside and finished to a smooth bevel outside.

Inspection of joints.

30 157. Unless otherwise permitted, at least 4 finished joints shall be left exposed for inspection throughout the working day, and the necessary staging for the protection of the exposed sewers and for the handling of excavated material shall be provided. A suitable ladder affording easy access for such inspection shall be furnished at every trench open for the proposed sewer.

Subgrade to be tested.

158. No pipe shall be laid or placed until the subgrade of the trench shall have been tested and found correct.

40 Sewer to be kept clean.

159. The interior of the drain shall, as the work progresses, be cleared of all dirt, cement and superfluous materials of every description.

EXHIBIT C-132 (*continued*).

Backfilling.

160. Immediately after the drain is laid the trench shall be backfilled as provided in paragraphs 29 to 37 inclusive and 157. No walking on or working upon the completed drain (except as may be necessary in tamping the backfilling) will be permitted until the trench has been backfilled to a height of at least
10 2 feet over the top of the sewer.

Temporary covers.

161. The exposed ends of pipe drains shall be provided with approved temporary covers fitted to the pipe so as to exclude earth and other materials.

Branch pipes.

20 162. Branch pipes and connection pipes shall be of the same quality and dimensions, and laid in the same manner as specified for vitrified pipe sewers. Dead ends of pipes shall be closed with bulkheads of brick masonry 8 inches in thickness.

Connection with existing work.

30 163. Wherever the proposed drain is to connect with an existing manhole in which there is a branch pipe which is damaged or of unsuitable size or in improper position, such pipe shall be removed and be replaced with a pipe of suitable size or be reset in the proper position. The pipe so substituted or reset will be paid for at the contract price, for the corresponding size of pipe drain.

Pipes cut to fit masonry.

40 164. The ends of pipes which enter masonry shall be neatly cut to fit the face of the masonry. When directed, such cutting shall be done before the pipes are built in.

Measurement.

165. The length of pipe drains to be paid for will be determined by horizontal measurements along their center lines, and no deductions will be made on account of openings at manholes, and the measurements will be made to the inside face of all chambers.

EXHIBIT C-132 (*continued*).

Prices to cover.

10 166. The contract prices for vitrified pipe drains shall cover the cost of all necessary excavation (except rock) of all necessary trimmings, fittings and building into masonry; of all bulkheads; of all backfilling; of all samples furnished; and of all labor and materials required to furnish and lay the drains complete in place, as shown on the plan and as specified.

BASIN CONNECTIONS.

20 177. The connestions between inlets and manholes shall be of vitrified pipe or cast iron of the size shown on the plan or on the standard details on file in the Engineer's Office, Bureau of Engineering-Construction, Division of Sewers. The pipes shall be of the same quality and dimensions, and laid in the same manner as hereinbefore specified for vitrified pipe drains.

Measurement.

178. The lengths of basin connections to be paid for will be determined by measurements along their axes.

Prices to cover.

30 179. The contract price for basin connections shall cover the cost of all necessary excavation (except rock); of all necessary trimming, fitting and building into concrete, or masonry; of all backfilling; and of all labor and materials required to furnish and lay the basin connections complete in place, as specified.

SPURS FOR HOUSE CONNECTIONS.

40 180. Spurs for house connections shall be of vitrified pipe 6 inches in diameter, equal in quality and dimensions to that specified for vitrified pipe sewers.

In concrete sewers.

181. In concrete sewers spurs shall be built in as shown on the plan or as directed. They shall be hub and spigot pipes

EXHIBIT C-132 (*continued*).

with the spigot end molded or cut to fit flush with the inner surface of the sewer, and of sufficient length to reach the exterior of the sewer.

In pipe sewers.

- 10 182. Pipes having 6-inch spurs with hubs molded there-
on shall be furnished and laid in pipe sewers where shown on
the plan or directed. Such pipes will be paid for at the contract
prices for vitrified pipe sewers, and the spurs will be paid for
in addition at the contract price for spurs.

Covers.

- 20 183. The ends of all spurs not connected with drains shall
be closed with approved covers. If required such covers shall
be cemented in place, and when directed the covers shall be so
cemented before the pipes are lowered into the trench.

Price to cover.

184. The contract price for spurs shall cover the cost of
all labor and materials required to furnish and place the same
as specified, and the cost of furnishing and cementing the covers
for the same.

30

DRAINS FOR HOUSE CONNECTIONS.

185. Where shown on the plan or where directed, drains
for house connections shall be built from the spurs in such a
manner and for such distance as may be shown or directed.

Depth at curb.

- 40 186. House connection drains shall be laid with a mi-
nimum gradient of $\frac{1}{4}$ inch to a foot, and wherever possible the
depth from curb grade to the inner bottom of the drain at curb
line shall be at least 8 feet.

Material.

187. Unless otherwise shown on the plan, drains for house
connections shall be of vitrified pipe of the quality and dimen-

sions specified for vitrified pipe sewers. The ends of the drains shall be closed with approved covers.

How laid.

188. All the requirements, as hereinbefore specified, relating to excavation, laying and backfilling of vitrified pipe sewers shall apply, as far as they are applicable, to drains for house connections.

10

Measurement.

189. The lengths of pipe drains for house connections to be paid for will be determined by measurement along their axes.

Price to cover.

190. The contract price for drains for house connections shall cover the cost of all necessary excavation (except rock); the cost of all backfilling; the cost of all covers, bends and specials required; and the cost of all labor and materials required to finish and lay the drains for house connections complete in place, as specified.

20

RISERS.

191. Where shown on the plan or where directed risers for house connections shall be built from the spurs in such a manner and to such height as may be shown or directed. Unless otherwise shown on the plan they shall be of vitrified pipe of the quality and dimensions hereinbefore specified for vitrified pipe sewers. They shall be supported and surrounded by concrete as shown, and each shall be closed with an approved cover.

30

Measurement.

192. The lengths of risers to be paid for will be determined by measurements along their axes.

40

Price to cover.

193. The contract price for risers shall cover the cost of all necessary excavation (except rock); the cost of all concrete used in connection with the risers; the cost of all backfilling; the cost of all covers, bends and specials required; and the cost

of all labor and materials required to construct the risers complete in place, as specified.

MANHOLES.

10 194. The masonry or concrete for manholes shall be built to within such distances of the existing surface of the ground as directed.

Brick manholes.

195. Brick manholes shall be formed by means of templates placed at top and bottom with not less than 8 lines drawn between them, and they shall be smoothly and evenly plastered on the outside with a layer of mortar $\frac{1}{2}$ -inch thick.

20 Concrete manholes.

196. Concrete manholes shall be built of the materials, and to the sizes and dimensions shown on the plan.

Steps.

197. Galvanized wrought iron steps of the size and shape shown on the plan shall be firmly built into the manholes at vertical intervals, of about 16 inches.

30 Head and cover.

198. The manhole head and cover shall be of cast iron, and unless otherwise shown on the plan, each head, exclusive of cover, shall weigh not less than 500 pounds and each cover shall weigh not less than 160 pounds. The weight of each head and cover shall be conspicuously painted thereon by the manufacturer with white oil paint. The head shall be set on the masonry or concrete in a full bed of stiff mortar.

40 Price to cover.

199. The contract price for manholes shall cover the cost of all necessary excavation (except rock); of all backfilling; of all plastering; of all concrete slabs; of all steps; and of all labor and materials required to construct the same complete, in place, as shown on the plan and specified.

BASIN MANHOLES.

Brick basin manholes.

200. Brick basin manholes shall be formed by means of templets placed at top and bottom with not less than 10 vertical lines drawn between them.

10

201. Where the walls of brick basin manholes are not built of two rings of brickwork with a mortar layer between the inside of the brickwork shall be smoothly and even plastered with a layer of 1-2 Portland cement mortar $\frac{1}{2}$ inch thick.

202. Where the wall of the basin manhole consists of two rings of brickwork, with a mortar layer between, the outer ring shall be carried up not less than 1 foot in advance of the inner ring, and the inner surface of the former shall be plastered with two coats of mortar. The second coat of mortar shall be applied before the first is set, and the total thickness of the mortar layer shall be 1 inch.

20

Concrete basin manholes.

203. Concrete basin manholes shall, if required, be built in such a manner that the bottom and sidewalls shall be formed in one continuous operation. Concrete basins shall be coated with a grout of neat cement on the inside.

30

Concrete cover slabs.

204. Concrete cover slabs of basin manholes shall be built of Class "A" concrete, reinforced as shown on plan.

Head cover and trap.

205. The basin manhole head and cover shall be of cast iron, as shown on plan, and known as a Standard Sidewalk Manhole Head and Cover. Each head exclusive of cover shall weigh not less than 260 pounds and each cover shall weigh not less than 100 pounds. An iron hood or trap, of the size and dimensions shown on the plan, must be furnished by the Contractor for each basin manhole and is to be built into the basin manhole, as shown on plan.

40

EXHIBIT C-132 (*continued*).

Restoration of sidewalks, curbs, etc.

206. All sidewalk pavements and curbs, disturbed by the construction of basin manholes, shall be restored by the Contractor in accordance with the specifications for similar work of the Bureau of Highways.

10 Price to cover.

207. The contract price for basin manholes shall cover the cost of all necessary excavation (except rock); of all back-filling; of all sidewalk and curb restorations and of all labor and materials required to construct the basin manholes complete in place, as shown on the plan and specified.

INLETS.

20

208. Inlets and the heads therefor shall be of the materials, forms and dimensions shown on the plan. The specifications for brickwork and concrete shall be those hereinbefore specified for basin manholes.

Head.

30 209. The head shall be of cast iron and shall conform in all respects to the specifications for iron castings. If required, the inlets shall be closed with bulkheads of brick masonry and such bulkheads shall be removed when directed.

Restoration of roadway, pavements, etc.

40 210. All roadway pavements, sidewalk pavements and curbs, disturbed by the construction of inlets, shall be restored by the Contractor in accordance with the specifications of the Bureau of Highways for similar work or specifications hereafter attached. In unpaved streets and macadamized streets where the inlets are approximately at the surface of the street a space of two and one-half ($2\frac{1}{2}$) feet adjoining such inlets shall, if required, be paved with approved paving blocks.

EXHIBIT C-132 (*continued*).

Price to cover.

211. The contract price for inlets shall cover the cost of all necessary excavation (except rock); of all backfilling; of the temporary brick bulkheads in the mouths of the inlets, when required; of all roadway, sidewalk and curb restorations; of all labor and materials required to construct the inlets, complete
10 in place, as shown on the plan and specified.

RESTORATION OF SURFACE AND CLEANING UP.

Restoration of unpaved roadways, sidewalks, etc.

219. At such time as may be directed, all unpaved roadways, gutters and sidewalks affected by the work done under
20 this contract shall be restored by the Contractor to the same condition in which they were at the time of the opening of bids for this contract.

Pavements, etc., restored by Contractor.

220. If required by the plan, roadway and sidewalk pavements, crosswalks, curbs, etc., shall be satisfactorily restored and adjusted by the Contractor at such times as may be directed.
30 Sidewalk pavements shall be restored in whole flags, squares or sections which shall correspond in quality and appearance with the original or adjoining flags, squares or sections. All work and materials used in such restoration and adjustment shall conform in all respects to the standard specifications now in use by the President for similar work and materials.

Temporary restoration.

222. At such times as may be directed roadway and sidewalk, whether under guarantee or not, shall be temporarily restored by the Contractor to the satisfaction of the Engineer.
40 sidewalk pavements, crosswalks, curbs, etc., which have been removed.

When new pavement is laid.

223. If pavements, sidewalks, crosswalks, curbs, etc., are laid where none existed at the time the bids for this contract were opened, the Contractor shall excavate and remove such por-

EXHIBIT C-132 (*continued*).

tions of the pavements, sidewalks, crosswalks, curbs, etc., and their foundations as may be necessary for the prosecution of the work, but he will not be required to make a permanent restoration of them.

Trenches flooded.

- 10 224. Before laying any pavements, sidewalks, crosswalks, curbs, etc., the trenches shall, if required, be flooded with water, as directed, and all resulting holes or depressions shall be filled and tamped solid.

Cleaning up.

- 20 225. At such times as may be directed the Contractor shall remove from the streets, all materials which were placed thereon by him as a consequence of performing this work and which are not required by the contract to be left as part of the finished work. The entire work and portions of the streets affected thereby shall be left in a satisfactory condition. The sidewalks and crosswalks shall be swept clean of all material which may have come thereon by reason of the work under this contract, and if required, they shall be sprinkled with water during the sweeping.

Cost to be covered.

- 30 226. The cost of all the labor required to be done and all the materials required to be furnished in the performance of all the work specified in paragraphs 219 to 225 inclusive, shall be covered by all the contract prices for all the items for which there are contract prices.

- 40 The asphalt pavement on 46TH (Queens) AVENUE disturbed by this contract is to be relaid by the contractor in accordance with the specifications of the Bureau of Highways and to the satisfaction of the Engineer in charge of the Bureau. See note on plan.

The macadam pavements on LABURNUM AVE. & 156TH (16th) St. disturbed by this contract are to be relaid by the contractor in accordance with the specifications of the Bureau of Highways and to the satisfaction of the Engineer in charge of that Bureau. See note on plan.

EXHIBIT C-179.

EXHIBIT C-179

(*Bid Sheet Duit Inc., 150th. St., February 13, 1925.*)

10

T Y P E "A"

No. 1

THE CITY OF NEW YORK

Office of the

PRESIDENT OF THE BOROUGH OF QUEENS

20

BUREAU OF SEWERS

30

Sealed Bids or Proposals for the herein named work will be received at the office of the President of the Borough of Queens, on the 4th Floor of the Queens Subway Building, 68 Hunterspoint Avenue, Long Island City, Borough of Queens, in The City of New York, until 11 o'clock a. m.

ON FEBRUARY 13, 1925

40

The time allowed for the completion of the work and the full performance of the contract is 250 CONSECUTIVE WORKING DAYS.

The liquidated damages for each day in excess of the allowed time, as stipulated in the contract, is *ten dollars per day.*

EXHIBIT C-179 (*continued*).

The amount of SECURITY or surety bond required will be (\$200,000.00).

10 NOTE.—All bids must be submitted upon the proper blank form of bid and in the sealed envelope prepared and furnished by the Borough President, and must be made out as required. Any bid which fails to name the price, both *in writing* and *in figures* per unit of measurement for each and every item of the proposed work where quantities are given, or is incomplete, conditional, obscure, or irregular, may be held to be informal and may be rejected, and in case of any discrepancy between the price written in and the bid and that given in figures, the price in writing will be considered as the bid. The writing must be in ink.

20

BID OR ESTIMATE

For the construction of a sanitary sewer and appurtenances in 150TH AVENUE from Pumping Station at 134th Street to Judith Street, and in JUDITH STREET from 150th Avenue to Farmers Boulevard, Fourth Ward, Borough of Queens.

30

CONTRACT NO. 2

Made by the firm or corporation of DUIT, INC.

Address 203 Argyle Road·Brooklyn, N. Y.

40

NAME AND ADDRESS OF EACH AND EVERY MEMBER
OF THE FIRM OR PRINCIPAL OFFICERS
OF THE CORPORATION.

NOTE.—The *bidder's name and residence or address* must be inserted herebelow, and in case of a firm, *the name and address of each and every member of the firm must be inserted.*

EXHIBIT C-179 (*continued*).

In case a bid shall be submitted by or in behalf of any corporation, the complete legal name and address of such *corporation* must be written here below, together with the name, address and title of the principal officers of the corporation.

10 Name DUIT, INC.
Address 203 Argyle Road Brooklyn, N. Y.

Name JOHN J. CREEM, President
Address 203 Argyle Road Brooklyn, N. Y.

20 Name EDWARD J. KELLY, Jr., Secretary
Address 11951 Metropolitan Ave., Richmond Hill, L. I.

30 The party named above (of lawful age), as *Bidder*, declares: *That* the only person or persons interested in this bid or proposal as principal or principals is or are named above, and that no other person than herein above named has any interest in this bid or in the contract proposed to be taken; *that* this bid is made without any connection with any other person or persons making a bid for the same work or purpose; *that* the bid is in all respects fair and without collusion or fraud, and *that* no member of the Board of Aldermen, no head of a department, no chief of a bureau, deputy thereof or clerk therein, nor any other officer or employee of The City of New York, is, shall be or become, directly or indirectly, interested as contracting party, partner, stockholder, surety or otherwise in the performance of the contract, or in the supplies, work or business to which it relates, or in any portion of the profits thereof; *that* he has examined the form of contract and specifications approved by the Corporation Counsel and any plans therein referred to, and *that* he has visited the site of the proposed work and has made himself familiar with all the existing conditions; and he proposes and agrees, if this bid be accepted, that he will contract in the form so approved, to provide, furnish and deliver all necessary work, labor, services, materials or supplies, machinery, tools, plant, and appliances, and to perform and complete all the work mentioned in said approved form of contract and specifications,

40

EXHIBIT C-179 (continued).

and in strict accordance with the terms and conditions thereof, and that he will accept in full payment therefor the following named sums or prices:

10 The Engineer's estimate of the quantities as advertised and the nature and extent of the work and materials or supplies required, though stated with as much accuracy as is practicable in advance, are APPROXIMATE only and are given to form a basis of comparison for testing bids and are not guaranteed to be accurate and are not considered as a binding feature of the contract. *Before bidding, Contractors must satisfy themselves by personal examination of the Plans, Specifications, Contract, and location of the proposed work*, and by such other means, as they may prefer, as to the accuracy of the foregoing statement, and they must determine for themselves, and allow for all difficulties which may be encountered in the prosecution of the work.

20

TYPE "A" OR SEWER DEPT. STANDARD.

1. 3,649 Linear Feet 7'-0" Reinforced Concrete Sewer, Per Linear Foot, One hundred seventy-five Dollars (\$175.00).
- 30 2. 24 Manholes and Deep Manholes, Complete, Each, Three Hundred and 00/100 Dollars (\$300.00).
3. 1 Chamber in 150th Avenue at Judith Street, Complete, Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00).
4. 1 Chamber in Judith Street near Farmers Boulevard, Complete, Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00).
- 40 5. 1 Chamber in Judith Street at Farmers Boulevard, Complete, Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00).
6. 1,300 Vertical Feet of "Risers" (C. I. Pipe Class "A"), Per Vertical Foot, Ten and 00/100 Dollars (\$10.00).

EXHIBIT C-179 (continued).

7. 60 Linear Feet 6-inch Vitrified Pipe House Connection Drains, Per Linear Foot, Five and 00/100 Dollars (\$5.00).

10 No bid will be allowed to be withdrawn, for any reason whatever, after it has been received and deposited with the President. The President expressly reserves the right to reject all bids if he shall deem it for the public interest so to do. No bid will be accepted from, nor contract awarded to, any person who is in arrears to The City of New York upon debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to The City of New York.

20 No bid or proposal will be received, considered and deposited unless, as a condition precedent to the reception or consideration of any proposal it be accompanied by either a certified check upon one of the State or National Banks of The City of New York, drawn and made payable to the order of the Comptroller of The City of New York, or money to the amount of *five per centum* (5%) of the amount of the security or surety bond required for the faithful performance of the contract. Such check or money must not be inclosed in the sealed envelope containing the proposal, but must be either inclosed in a separate envelope addressed to the Borough President, or submitted personally upon the presentation of the bid or proposal and
30 handed to the officer or clerk of the Department who has charge of the proposal box, and who will give a proper voucher for the deposit, and no bid can be deposited in said box until such check or money has been examined by said officer or clerk and found to be correct. All such deposits, except that made by the bidder to whom the contract shall be awarded, will be returned to the person or persons making the same within three (3) days after the decision as to who shall receive the contract. If the bidder to whom the contract shall have been awarded shall refuse or
40 neglect to execute the same within five days after due notice that the contract has been awarded to him, and that the adequacy and sufficiency of the surety offered has been approved by the Comptroller, the amount of the deposit made by him shall be forfeited to and retained by The City of New York as liquidated damages for such neglect or refusal; but if he shall execute the

EXHIBIT C-179 (continued).

contract and furnish the said security within the time aforesaid, the amount of the deposit shall be returned to him.

Each and every person bidding must sign here.

10 NOTE.—Each and every person bidding and named above must sign here. In the case of a firm, give the name of each and every partner in full.

DUIT, INC. [L. S.]

JOHN J. CREEM, [L. S.]
President

20 In a case a bid shall be submitted by or in behalf of a corporation, it must be signed in the full legal name of such corporation by some authorized officer or agent thereof, who shall subscribe his name and office. If practicable, the seal of the corporation must be affixed.

..... [L. S.]

The following affidavit must be similarly signed and sworn to:

..... [L. S.]

30 THE CITY AND STATE OF NEW YORK, ss.:
COUNTY OF KINGS,

The above-named bidder (s), being severally duly sworn, say, each for himself, that the several matters stated in the above bid are in all respects true.

40 Subscribed and sworn to before me, this 13 day of Feb. 1925.
Signature (s) of bidder (s).

JOHN J. CREEM
.....
.....

PAUL J. ARTALE,
Notary Public, Queens Co. No. 34
Kings County Clerk's No. 35
Kings County Register's No. 6039
Commission expires March 30, 1926.

EXHIBIT C-180

EXHIBIT C-180

(*Bid Sheet Awixa Corp., 150th Ave., February 13, 1925.*)

10

T Y P E "A"

No 1

THE CITY OF NEW YORK

Office of the

PRESIDENT OF THE BOROUGH OF QUEENS

20

BUREAU OF SEWERS

30

Sealed Bids or Proposals for the herein named work will be received at the office of the President of the Borough of Queens, on the 4th Floor of the Queens Subway Building, 68 Hunterspoint Avenue, Long Island City, Borough of Queens, in The City of New York, until 11 o'clock a. m.

ON FEBRUARY 13, 1925

40

The time allowed for the completion of the work and the full performance of the contract is 250 CONSECUTIVE WORKING DAYS.

The liquidated damages for each day in excess of the allowed time, as stipulated in the contract, is *ten dollars per day*.

EXHIBIT C-180 (*continued*).

The amount of SECURITY or surety bond required will be (\$200,000.00).

10 NOTE.—All bids must be submitted upon the proper blank form of bid and in the sealed envelope prepared and furnished by the Borough President, and must be made out as required. Any bid which fails to name the price, both *in writing* and *in figures* per unit of measurement for each and every item of the proposed work where quantities are given, or is incomplete, conditional, obscure, or irregular, may be held to be informal and may be rejected, and in case of any discrepancy between the price written in and the bid and that given in figures, the price in writing will be considered as the bid. The writing must be in ink.

20

BID OR ESTIMATE

For the construction of a sanitary sewer and appurtenances in 150TH AVENUE from Pumping Station at 134th Street to Judith Street, and in JUDITH STREET from 150 Avenue to Farmers Boulevard, Fourth Ward, Borough of Queens.

30

CONTRACT NO. 2

Made y the form or corporation of AWIXA CORPORATION
Address Islip, N. Y.

40

NAME AND ADDRESS OF EACH AND EVERY MEMBER
OF THE FIRM OR PRINCIPAL OFFICERS
OF THE CORPORATION.

NOTE.—The *bidder's name and residence or address* must be inserted herebelow, and in case of a firm, *the name and address of each and every member of the firm must be inserted.*

EXHIBIT C-180 (*continued*).

In case a bid shall be submitted by or in behalf of any corporation, the complete legal name and address of such *corporation* must be written here below, together with the name, address and title of the principal officers of the corporation.

Name AWIXA CORPORATION

10 Address Islip, N. Y.

Name CLAIRE D. SCHLEMMER, Pres.

Address Islip, N. Y.

Name JAMES F. RICHARDSON, V. Pres. & Treas.

Address Islip, N. Y.

20

Name . E. RICHARDSON, Sec.

Address Islip. N. Y.

30 The party named above (of lawful age), as *Bidders*, declares: *That* the only person or persons interested in this bid or proposal as principal or principals is or are named above, and that no other person than herein above named has any interest in this bid or in the contract proposed to be taken; *that* this bid is made without any connection with any other person or persons making a bid for the same work or purpose; *that* the bid is in all respects fair and without collusion or fraud, and *that* no member of the Board of Aldermen, no head of a department, no chief of a bureau, deputy thereof or clerk therein, nor any other officer or employee of The City of New York, is, shall be or become, directly or indirectly, interested as contracting party, partner, stockholder, surety or otherwise in the performance of the contract, or in the supplies, work or business to which it relates, or in any portion of the profits thereof; *that* he has
40 examined the form of contract and specifications approved by the Corporation Counsel and any plans therein referred to, and that he has visited the site of the proposed work and has made himself familiar with all the existing conditions; and he proposes and agrees, if this bid be accepted, that he will contract in the form so approved, to provide, furnish and deliver all necessary work, labor, services, materials or supplies, machinery, tools, plant, and appliances, and to perform and complete all the work mentioned in said approved form of contract and specifications.

EXHIBIT C-180 (continued).

and in strict accordance with the terms and conditions thereof, and that he will accept in full payment therefor the following named sums or prices:

10 The Engineer's estimate of the quantities as advertised and the nature and extent of the work and materials or supplies required, though stated with as much accuracy as is practicable in advance, are APPROXIMATE only and are given to form a basis of comparison for testing bids and are not guaranteed to be accurate and are not considered as a binding feature of the contract. *Before bidding, Contractors must satisfy themselves by personal examination of the Plans, Specifications, Contract, and location of the proposed work, and by such other means, as they may prefer, as to the accuracy of the foregoing statement, and they must determine for themselves, and allow for all difficulties*

20 which may be encountered in the prosecution of the work.

TYPE "A" OR SEWER DEPT. STANDARD.

1. 3,649 Linear Feet 7'-0" Reinforced Concrete Sewer, Per Linear Foot, One hundred thirty Dollars (\$130.00).
2. 24 Manholes and Deep Manholes, Complete, Each, Three hundred Dollars (\$300.00).
- 30 3. 1 Chamber in 150th Avenue at Judith Street, Complete, Ten thousand Dollars (\$10,000.00).
4. 1 Chamber in Judith Street near Farmers oulevard, Complete, Ten thousand Dollars (\$10,000.00).
5. 1 Chamber in Judith Street at Farmers Boulevard, Complete, Five thousand Dollars (\$5,000.00).
- 40 6. 1,300 Vertical Feet of "Risers" .C. I. Pipe Class "A"), Per Vertical Foot, Five Dollars (\$5.00).
7. 60 Linear Feet 6-inch Vitrified Pipe House Connection Drains, Per Linear Foot, Five Dollars (\$5.00).

EXHIBIT C-180 (*continued*).

No bid will be allowed to be withdrawn, for any reason whatever, after it has been received and deposited with the President. The President expressly reserves the right to reject all bids if he shall deem it for the public interest so to do. No bid will be accepted from, nor contract awarded to, any person who is in arrears to The City of New York upon debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to The City of New York.

No bid or proposal will be received, considered and deposited unless, as a condition precedent to the reception or consideration of any proposal it be accompanied by either a certified check upon one of the State or National Banks of The City of New York, drawn and made payable to the order of the Comptroller of The City of New York, or money to the amount of *five per centum* (5%) of the amount of the security or surety bond required for the faithful performance of the contract. Such check or money must not be inclosed in the sealed envelope containing the proposal, but must be either inclosed in a separate envelope addressed to the Borough President, or submitted personally upon the presentation of the bid or proposal and handed to the officer or clerk of the Department who has charge of the proposal box, and who will give a proper voucher for the deposit, and no bid can be deposited in said box until such check or money has been examined by said officer or clerk and found to be correct. All such deposits, except that made by the bidder to whom the contract shall be awarded, will be returned to the person or persons making the same within three (3) days after the decision as to who shall receive the contract. If the bidder to whom the contract shall have been awarded shall refuse or neglect to execute the same within five days after due notice that the contract has been awarded to him, and that the adequacy and sufficiency of the surety offered has been approved by the Comptroller, the amount of the deposit made by him shall be forfeited to and retained by The City of New York as liquidated damages for such neglect or refusal; but if he shall execute the contract and furnish the said security within the time aforesaid, the amount of the deposit shall be returned to him.

EXHIBIT C-180 (continued).

Each and every person bidding must sign here.

NOTE.—Each and every person bidding and named above must sign here. In the case of a firm, give the name of each and every partner in full.

Awixa Corporation [L. S.]

Claire D. Schlemmer [L. S.]
President

In a case a bid shall be submitted by or in behalf of a corporation, it must be signed in the full legal name of such corporation by some authorized officer or agent thereof, who shall subscribe his name and office. If practicable, the seal of the corporation must be affixed.

..... [L. S.]

The following affidavit must be similarly signed and sworn to:

..... [L. S.]

THE CITY AND STATE OF NEW YORK, ss.:
COUNTY OF QUEENS

The above-named bidder (s), being severally duly sworn, say, each for himself, that the several matters stated in the above bid are in all respects true.

Subscribed and sworn to before me, this 13 day of Feb. 1925.
Signature (s) of bidder (s).

Claire D. Schlemmer,
President
.....

NATHANIEL V. GANETSEN,

Notary Public, Queens County No. 373
My Commission expires March 30, 1926.

EXHIBIT C-181

EXHIBIT C-181

(*Bid Sheet Paino, 150th Ave., February 13, 1925.*)

10

T Y P E "A"

No. 1

THE CITY OF NEW YORK

Office of the

PRESIDENT OF THE BOROUGH OF QUEENS

20

BUREAU OF SEWERS

30

Sealed Bids or Proposals for the herein named work will be received at the office of the President of the Borough of Queens, on the 4th Floor of the Queens Subway Building, 68 Hunterspoint Avenue, Long Island City, Borough of Queens, in The City of New York, until 11 o'clock a. m.

ON FEBRUARY 13, 1925

40

The time allowed for the completion of the work and the full performance of the contract is 250 CONSECUTIVE WORKING DAYS.

The liquidated damages for each day in excess of the allowed time, as stipulated in the contract, is *ten dollars per day.*

EXHIBIT C-181 (*continued*).

The amount of SECURITY or surety bond required will be (\$200,000.00).

10 NOTE.—All bids must be submitted upon the proper blank form of bid and in the sealed envelope prepared and furnished by the Borough President, and must be made out as required. Any bid which fails to name the price, both *in writing* and *in figures* per unit of measurement for each and every item of the proposed work where quantities are given, or is incomplete, conditional, obscure, or irregular, may be held to be informal and may be rejected, and in case of any discrepancy between the price written in and the bid and that given in figures, the price in writing will be considered as the bid. The writing must be in ink.

20

BID OR ESTIMATE

For the construction of a sanitary sewer and appurtenances in 150TH AVENUE from Pumping Station at 134th Street to Judith Street, and in JUDITH STREET from 150th Avenue to Farmers Boulevard, Fourth Ward, Borough of Queens.

30

CONTRACT NO. 2

Made by the firm or corporation of ANGELO PAINO
Address 32 Court St., Brooklyn, N. Y.

40

NAME AND ADDRESS OF EACH AND EVERY MEMBER
OF THE FIRM OR PRINCIPAL OFFICERS
OF THE CORPORATION.

NOTE.—The *bidder's name and residence or address* must be inserted herebelow, and in case of a firm, *the name and address of each and every member of the firm must be inserted.*

EXHIBIT C-181 (*continued*).

In case a bid shall be submitted by or in behalf of any corporation, the complete legal name and address of such *corporation* must be written here below, together with the name, address and title of the principal officers of the corporation.

Name ANGELO PAINO

10 Address 32 Court St., Brooklyn, N. Y.

The party named above (of lawful age), as *Bidder*, declares: *That* the only person or persons interested in this bid or proposal as principal or principals is or are named above, and that no other person than herein above named has any interest in this bid or in the contract proposed to be taken; *that* this bid is made without any connection with any other person
20 or persons making a bid for the same work or purpose; *that* the bid is in all respects fair and without collusion or fraud, and *that* no member of the Board of Aldermen, no head of Department, no chief of a bureau, deputy thereof or clerk therein, nor any other officer or employee of The City of New York, is, shall be or become, directly or indirectly, interested as contracting party, partner, stockholder, surety or otherwise in the performance of the contract, or in the supplies, work or business to which it relates, or in any portion of the profits thereof; *that* he has
30 examined the form of contract and specifications approved by the Corporation Counsel and any plans therein referred to, and *that* he has visited the site of the proposed work and has made himself familiar with all the existing conditions; and he proposes and agrees, if this bid be accepted, that he will contract in the form so approved, to provide, furnish and deliver all necessary work, labor, services, materials or supplies, machinery, tools, plant, and appliances, and to perform and complete all the work mentioned in said approved form of contract and specifications, and in strict accordance with the terms and conditions thereof,
40 and *that* he will accept in full payment therefor the following named sums or prices:

The Engineer's estimate of the quantities as advertised and the nature and extent of the work and materials or supplies required, though stated with as much accuracy as is practicable in advance, are APPROXIMATE only and are given to form a basis

EXHIBIT C-181 (continued).

of comparison for testing bids and are not guaranteed to be accurate and are not considered as a binding feature of the contract. *Before bidding, Contractors must satisfy themselves by personal examination of the Plans, Specifications, Contract, and location of the proposed work, and by such other means, as they may prefer, as to the accuracy of the foregoing statement, and they must determine for themselves, and allow for all difficulties which may be encountered in the prosecution of the work.*

TYPE "A" OR SEWER DEPT. STANDARD.

1. 3,649 Linear Feet 7'-0" Reinforced Concrete Sewer, Per Linear Foot, One hundred thirty-five Dollars (\$135.00).
2. 24 Manholes and Deep Manholes, Complete, Each, Three hundred Dollars (\$300.00).
3. 1 Chamber in 150th Avenue at Judith Street, Complete, Five thousand Dollars (\$5,000.00).
4. 1 Chamber in Judith Street near Farmers Boulevard, Complete, Five thousand Dollars (\$5,000.00).
5. 1 Chamber in Judith Street at Farmers Boulevard, Complete, Five thousand Dollars (\$5,000.00).
6. 1,300 Vertical Feet of "Risers" (C. I. Pipe Class "A"), Per Vertical Foot, Four Dollars (\$4.00).
7. 60 Linear Feet 6-inch Vitrified Pipe House Connection Drains, Per Linear Foot, One Dollar (\$1.00).

No bid will be allowed to be withdrawn, for any reason whatever, after it has been received and deposited with the President. The President expressly reserves the right to reject

EXHIBIT C-181 (*continued*).

all bids if he shall deem it for the public interest so to do. No bid will be accepted from, nor contract awarded to, any person who is in arrears to The City of New York upon debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to The City of New York.

10 No bid or proposal will be received, considered and deposited unless, as a condition precedent to the reception or consideration of any proposal it be accompanied by either a certified check upon one of the State or National Banks of The City of New York, drawn and made payable to the order of the Comptroller of The City of New York, or money to the amount of *five per centum* (5%) of the amount of the security or surety bond required for the faithful performance of the contract. Such check or money must not be inclosed in the sealed envelope containing the proposal, but must be either inclosed in a separate
20 envelope addressed to the Borough President, or submitted personally upon the presentation of the bid or proposal and handed to the officer or clerk of the Department who has charge of the proposal box, and who will give a proper voucher for the deposit, and no bid can be deposited in said box until such check or money has been examined by said officer or clerk and found to be correct. All such deposits, except that made by the bidder to whom the contract shall be awarded, will be returned to the person or persons making the same within three (3) days after the decision as to who shall receive the contract. If the bidder
30 to whom the contract shall have been awarded shall refuse or neglect to execute the same within five days after due notice that the contract has been awarded to him, and that the adequacy and sufficiency of the surety offered has been approved by the Comptroller, the amount of the deposit made by him shall be forfeited to and retained by The City of New York as liquidated damages for such neglect or refusal; but if he shall execute the contract and furnish the said security within the time aforesaid, the amount of the deposit shall be returned to him.

40

Each and every person bidding
must sign here.

NOTE.—*Each and every person bidding* and named above must *sign here*. In the case of a firm, give the name of each and every partner in full.

ANGELO PAINO [L. S.]

EXHIBIT C-181 (continued).

10 In a case a bid shall be submitted by or in behalf of a corporation, it must be signed in the full legal name of such corporation by some authorized officer or agent thereof, who shall subscribe his name and office. If practicable, the seal of the corporation must be affixed. [L. S.]

The following affidavit must be similarly signed and sworn to: [L. S.]

20 THE CITY AND STATE OF NEW YORK, ss.:
COUNTY OF KINGS

The above-named bidder (s), being severally duly sworn, say, each for himself, that the several matters stated in the above bid are in all respects true.

Subscribed and sworn to before me, this 13 day of Feb. 1925. ANGELO PAINO
Signature (s) of bidder (s).

30 HELEN PETERSEN,
Commissioner of Deeds, City of New York
Residing in Kings County
Kings Co. Clerk's No. 2, Kings Co. Reg's No. 7001
N. Y. Co. Clerk's No. 15, N. Y. Co. Reg's No. 27005
Queens County Clerk's No. 1411
40 Term expires Jan. 27, 1927.

EXHIBIT C-182

EXHIBIT C-182

(*Bid Sheet, Duit Inc., 150th Ave. February 13, 1925.*)

10

T Y P E "B"

No. 1

THE CITY OF NEW YORK

Office of the

PRESIDENT OF THE BOROUGH OF QUEENS

20

BUREAU OF SEWERS

30

Sealed Bids or Proposals for the herein named work will be received at the office of the President of the Borough of Queens, on the 4th Floor of the Queens Subway Building, 68 Hunterspoint Avenue, Long Island City, Borough of Queens, in The City of New York, until 11 o'clock a. m.

ON FEB 13 1925

40

The time allowed for the completion of the work and the full performance of the contract is 250 CONSECUTIVE WORKING DAYS.

The liquidated damages for each day in excess of the allowed time, as stipulated in the contract, is *ten dollars per day.*

EXHIBIT C-182 (*continued*).

The amount of SECURITY or surety bond required will be (\$200,000.00).

10 NOTE.—All bids must be submitted upon the proper blank form of bid and in the sealed envelope prepared and furnished by the Borough President, and must be made out as required. Any bid which fails to name the price, both *in writing* and *in figures* per unit of measurement for each and every item of the proposed work where quantities are given, or is incomplete, conditional, obscure, or irregular, may be held to be informal and must be rejected, and in case of any discrepancy between the price written in and the bid and that given in figures, the price in writing will be considered as the bid. The writing must be in ink.

20

BID OR ESTIMATE

For the construction of a sanitary sewer and appurtenances in 160TH AVENUE, from Pumping Station at 134th Street to Judith Street, and in JUDITH STREET from 150th Avenue to Farmers Boulevard, Fourth Ward, Borough of Queens.

30

CONTRACT NO. 2

Made by the firm or corporation of DUIT INC

Address 203 Argyle Road, Brooklyn N. Y.

40

NAME AND ADDRESS OF EACH AND EVERY MEMBER OF THE FIRM OR PRINCIPAL OFFICERS OF THE CORPORATION.

NOTE.—The *bidder's name and residence or address* must be inserted herebelow, and in case of a firm, *the name and address of each and every member of the firm* must be inserted.

EXHIBIT C-182 (*continued*).

In case a bid shall be submitted by or in behalf of any corporation, the complete legal name and address of such *corporation* must be written here below, together with the name, address and title of the principal officers of the corporation.

10 Name . DUIT INC.
Address 203 Argyle Road, Brooklyn, N. Y.

Name JOHN J. CREEM, President
Address 203 Argyle Road, Brooklyn, N. Y.

20 Name EDWARD J. KELLY, Jr., Secretary
Address 11951 Metropolitan Ave., Richmond Hill, L. I.

30 The party named above (of lawful age), as *Bidder*,
declares: That the only person or persons interested in this bid
or proposal as principal or principals is or are named above,
and that no other person than herein named has any interest
in this bid or in the contract proposed to be taken; *that* this bid
is made without any connection with any other person or persons
making a bid for the same work or purpose; *that* the bid is in all
40 respects fair and without collusion or fraud, and *that* no member
of the Board of Aldermen, no head of a department, no chief of a
bureau, deputy thereof or clerk therein, nor any other officer or
employee of The City of New York, is, shall be or become, directly
or indirectly, interested as contracting party, partner, stock-
holder, surety or otherwise in the performance of the contract,
or in the supplies, work or business to which it relates, or in any
portion of the profits thereof, *that* he has examined the form of
contract and specifications approved by the Corporation Counsel
and any plans therein referred to, and that he has visited the
50 site of the proposed work and has made himself familiar with
all the existing conditions; and he proposes and agrees, if his bid
be accepted, that he will contract in the form so approved, to
provide, furnish and deliver all necessary work, labor, services,
materials or supplies, machinery, tools, plant, and appliances,
and to perform and complete all the works mentioned in said
approved form of contract and specifications, and in strict

EXHIBIT C-182 (continued).

accordance with the terms and conditions thereof, and that he will accept in full payment therefor the following named sums or prices:

10 The Engineer's estimate of the quantities as advertised and the nature and extent of the work and materials or supplies required, though stated with as much accuracy as is practicable in advance, are APPROXIMATE only and are given to form a basis of comparison for testing bids and are not guaranteed to be accurate and are not considered as a binding feature of the contract. *Before bidding, Contractors must satisfy themselves by personal examination of the Plans, Specifications, Contract, and location of the proposed work,* and by such other means, as they may prefer, as to the accuracy of the foregoing statement, and they must determine for themselves, and allow for all difficulties which may be encountered in the prosecution of the work.

20

T Y P E "B"

1. 3,649 Linear Feet 7'-0" Reinforced Concrete Pipe Sewer, (Precast Type "B"), Per Linear Foot, One hundred sixty Dollars (\$160.00).
- 30 2. 24 Manholes and Deep Manholes, Complete, Each, Three Hundred and 00/100 Dollars (\$300.00).
3. 1 Chamber in 150th Avenue at Judith Street, Complete, Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00).
4. 1 Chamber in Judith near Farmers Boulevard, Complete, Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00).
- 40 5. 1 Chamber in Judith Street at Farmers Boulevard, Complete, Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00).
6. 1,300 Vertical Feet of "Risers" (C. I. Pipe Class "A"), Per Vertical Foot, Ten and 00/100 Dollars (\$10.00).

EXHIBIT C-182 (continued).

7. 60 Linear Feet 6-inch Vitrified Pipe House Connection Drains, Per Linear Foot, Five and 00/100 Dollars (\$5.00).

10 No bid will be allowed to be withdrawn, for any reason whatever, after it has been received and deposited with the President. The President expressly reserves the right to reject all bids if he shall deem it for the public interest so to do. No bid will be accepted from, nor contract awarded to, any person who is in arrears to The City of New York upon debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to The City of New York.

20 No bid or proposal will be received, considered and deposited unless, as a condition precedent to the reception or consideration of any proposal it be accompanied by either a certified check upon one of the State or National Banks of The City of New York, drawn and made payable to the order of the Comptroller of The City of New York, or money to the amount of *five per centum* (5%) of the amount of the security or surety bond required for the faithful performance of the contract. Such check or money must not be inclosed in the sealed envelope containing the proposal, but must be either inclosed in a separate envelope addressed to the Borough President, or submitted personally upon the presentation of the bid or proposal and handed
30 over to the officer or clerk of the Department who has charge of the proposal box, and who will give a proper voucher for the deposit, and no bid can be deposited in said box until such check or money has been examined by said officer or clerk and found to be correct. All such deposits, except that made by the bidder to whom the contract shall be awarded, will be returned to the person or persons making the same within three (3) days after the decision as to who shall receive the contract. If the bidder to whom the contract shall have been awarded shall refuse or
40 neglect to execute the same within five days after due notice that the contract has been awarded to him, and that the adequacy and sufficiency of the surety offered has been approved by the Comptroller, the amount of the deposit made by him shall be forfeited to and retained by The City of New York as liquidated damages for such neglect or refusal; but if he shall execute the

EXHIBIT C-182 (continued).

contract and furnish the said security within the time aforesaid, the amount of the deposit shall be returned to him.

Each and every person bidding must sign here.

10 NOTE.—Each and every person bidding and named above must sign here. In the case of a firm, give the name of each and every partner in full.

DUIT, INC. [L. S.]

JOHN J. CREEM, [L. S.]
President

In a case a bid shall be submitted by or in behalf of a corporation, it must be signed in the full legal name of such corporation by some authorized officer or agent thereof, who shall subscribe his name and office. If practicable, the seal of the corporation must be affixed.

20

..... [L. S.]

The following affidavit must be similarly signed and sworn to:

..... [L. S.]

THE CITY AND STATE OF NEW YORK, ss.:
COUNTY OF KINGS,

30

The above-named bidder (s), being severally duly sworn, say, each for himself, that the several matters stated in the above bid are in all respects true.

Subscribed and sworn to before me, this 13 day of Feb. 1925.
Signature (s) of bidder (s).

JOHN J. CREEM
.....
.....

40

PAUL J. ARTATE,
Notary Public, Queens Co. No. 34
Kings County Clerk's No. 35
Kings County Register's No. 6039
Commission expires Mar. 30, 1926.

EXHIBIT C-183

EXHIBIT C-183

(*Bid Sheet, Angelo Paino, 150th Ave., February 13, 1925.*)

10

T Y P E "B"

No. 1

THE CITY OF NEW YORK

Office of the

PRESIDENT OF THE BOROUGH OF QUEENS

20

BUREAU OF SEWERS

30

Sealed Bids or Proposals for the herein named work will be received at the office of the President of the Borough of Queens, on the 4th Floor of the Queens Subway Building, 68 Hunterspoint Avenue, Long Island City, Borough of Queens, in The City of New York, until 11 o'clock a. m.

ON FEB 13 1925

40

The time allowed for the completion of the work and the full performance of the contract is 250 CONSECUTIVE WORKING DAYS.

The liquidated damages for each day in excess of the allowed time, as stipulated in the contract, is *ten dollars per day.*

EXHIBIT C-183 (*continued*).

The amount of SECURITY or surety bond required will be (\$200,000.00).

10 NOTE.—All bids must be submitted upon the proper blank form of bid and in the sealed envelope prepared and furnished by the Borough President, and must be made out as required. Any bid which fails to name the price, both *in writing* and *in figures* per unit of measurement for each and every item of the proposed work where quantities are given, or is incomplete, conditional, obscure, or irregular, may be held to be informal and must be rejected, and in case of any discrepancy between the price written in and the bid and that given in figures, the price in writing will be considered as the bid. The writing must be in ink.

20

BID OR ESTIMATE

For the construction of a sanitary sewer and appurtenances in 160TH AVENUE, from Pumping Station at 134th Street to Judith Street, and in JUDITH STREET from 150th Avenue to Farmers Boulevard, Fourth Ward, Borough of Queens.

30

CONTRACT NO. 2

Made by the firm or corporation of ANGELO PAINO

Address 32 Court St., Brooklyn, N. Y.

40

NAME AND ADDRESS OF EACH AND EVERY MEMBER
OF THE FIRM OR PRINCIPAL OFFICERS
OF THE CORPORATION.

NOTE.—The *bidder's name and residence or address* must be inserted herebelow, and in case of a firm, *the name and address of each and every member of the firm must be inserted.*

EXHIBIT C-183 (*continued*).

In case a bid shall be submitted by or in behalf of any corporation, the complete legal name and address of such *corporation* must be written here below, together with the name, address and title of the principal officers of the corporation.

Name ANGELO PAINO

10

Address 32 Court St., Brooklyn, N. Y.

20

30

40

The party named above (of lawful age), as *Bidder*, declares: *That* the only person or persons interested in this bid or proposal as principal or principals is or are named above, and that no other person than herein named has any interest in this bid or in the contract proposed to be taken; *that* this bid is made without any connection with any other person or persons making a bid for the same work or purpose; *that* the bid is in all respects fair and without collusion or fraud, and *that* no member of the Board of Aldermen, no head of a department, no chief of a bureau, deputy thereof or clerk therein, nor any other officer or employee of The City of New York, is, shall be or become, directly or indirectly, interested as contracting party, partner, stockholder, surety or otherwise in the performance of the contract, or in the supplies, work or business to which it relates, or in any portion of the profits thereof, *that* he has examined the form of contract and specifications approved by the Corporation Counsel and any plans therein referred to, and that he has visited the site of the proposed work and has made himself familiar with all the existing conditions; and he proposes and agrees, if his bid be accepted, that he will contract in the form so approved, to provide, furnish and deliver all necessary work, labor, services, materials or supplies, machinery, tools, plant, and appliances, and to perform and complete all the works mentioned in said approved form of contract and specifications, and in strict accordance with the terms and conditions thereof, and that he will accept in full payment therefor the following named sums or prices:

The Engineer's estimate of the quantities as advertised and the nature and extent of the work and materials or supplies required, though stated with as much accuracy as is practicable in advance, are APPROXIMATE only and are given to form a basis of comparison for testing bids and are not guaranteed to be accurate and are not considered as a binding feature of the con-

EXHIBIT C-183 (continued).

tract. *Before bidding, Contractors must satisfy themselves by personal examination of the Plans, Specifications, Contract, and location of the proposed work, and by such other means, as they may prefer, as to the accuracy of the foregoing statement, and they must determine for themselves, and allow for all difficulties which may be encountered in the prosecution of the work.*

10

T Y P E "B"

1. 3,649 Linear Feet 7'-0" Reinforced Concrete Pipe Sewer, (Precast Type "B"), Per Linear Foot, One hundred twenty Dollars (\$120.00).
- 20 2. 24 Manholes and Deep Manholes, Complete, Each, Three hundred Dollars (\$300.00).
3. 1 Chamber in 150th Avenue at Judith Street, Complete, Five thousand Dollars (\$5,000.00).
4. 1 Chamber in Judith Street near Farmers Boulevard, Complete, Five thousand Dollars (\$5,000.00).
5. 1 Chamber in Judith Street at Farmers Boulevard, Complete, Five thousand Dollars (\$5,000.00).
- 30 6. 1,300 Vertical Feet of "Risers" (C. I. Pipe, Class "A"), Per Vertical Foot, Four Dollars (\$4.00).
7. 60 Linear Feet 6-inch Vitrified Pipe House Connection Drains, Per Linear Foot, One Dollar (\$1.00).

No bid will be allowed to be withdrawn, for any reason whatever, after it has been received and deposited with the
40 President. The President expressly reserves the right to reject all bids if he shall deem it for the public interest so to do. No bid will be accepted from, nor contract awarded to, any person who is in arrears to The City of New York upon debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to The City of New York.

EXHIBIT C-183 (continued).

No bid or proposal will be received, considered and deposited unless, as a condition precedent to the reception or consideration of any proposal it be accompanied by either a certified check upon one of the State or National Banks of The City of New York, drawn and made payable to the order of the Comptroller of The City of New York, or money to the amount of *five per centum* (5%) of the amount of the security or surety bond required for the faithful performance of the contract. Such check or money must not be inclosed in the sealed envelope containing the proposal, but must be either inclosed in a separate envelope addressed to the Borough President, or submitted personally upon the presentation of the bid or proposal and handed over to the officer or clerk of the Department who has charge of the proposal box, and who will give a proper voucher for the deposit, and no bid can be deposited in said box until such check or money has been examined by said officer or clerk and found to be correct. All such deposits, except that made by the bidder to whom the contract shall be awarded, will be returned to the person or persons making the same within three (3) days after the decision as to who shall receive the contract. If the bidder to whom the contract shall have been awarded shall refuse or neglect to execute the same within five days after due notice that the contract has been awarded to him, and that the adequacy and sufficiency of the surety offered has been approved by the Comptroller, the amount of the deposit made by him shall be forfeited to and retained by The City of New York as liquidated damages for such neglect or refusal: but if he shall execute the contract and furnish the said security within the time aforesaid, the amount of the deposit shall be returned to him.

Each and every person bidding
must sign here.

NOTE.—*Each and every person bidding* and named above must *sign here*. In the case of a firm, give the name of each and every partner in full.

In a case a bid shall be submitted by or in behalf of a corporation, it must be signed in the

ANGELO PAINO

..... [L. S.]

EXHIBIT C-183 (*continued*).

full legal name of such corporation by some authorized officer or agent thereof, who shall subscribe his name and office. If practicable, the seal of the corporation must be affixed.

..... [L. S.]

10 The following affidavit must be similarly signed and sworn to:

..... [L. S.]

THE CITY AND STATE OF NEW YORK, ss.:
COUNTY OF KINGS,

20 The above-named bidder (s), being severally duly sworn, say, each for himself, that the several matters stated in the above bid are in all respects true.

Subscribed and sworn to before me, this 13 day of Feb. 1925.
Signature (s) of bidder (s).

ANGELO PAINO
.....
.....

HELEN PETERSEN,

30 Commissioner of Deeds, City of New York
Residing in Kings County
Kings Co. Clerk No. 2, Kings Co. Reg's No. 7001
N. Y. Co. Clerk's No. 15, N. Y. Co. Reg's No. 27005
Queens County Clerk's No. 1411
40 Term expires Jan. 27, 1927.

EXHIBIT C-184

EXHIBIT C-184

(*Bid Sheet, Awixa Corp., 150th Ave., February 13, 1925.*)

10

T Y P E "B"

No. 1

THE CITY OF NEW YORK

Office of the

20

PRESIDENT OF THE BOROUGH OF QUEENS

BUREAU OF SEWERS

30

Sealed Bids or Proposals for the herein named work will be received at the office of the President of the Borough of Queens, on the 4th Floor of the Queens Subway Building, 68 Hunterspoint Avenue, Long Island City, Borough of Queens, in The City of New York, until 11 o'clock a. m.

ON FEB 13 1925

40

The time allowed for the completion of the work and the full performance of the contract is 250 CONSECUTIVE WORKING DAYS.

The liquidated damages for each day in excess of the allowed time, as stipulated in the contract, is *ten dollars per day*.

EXHIBIT C-184 (*continued*).

The amount of SECURITY or surety bond required will be (\$200,000.00).

10 NOTE.—All bids must be submitted upon the proper blank form of bid and in the sealed envelope prepared and furnished by the Borough President, and must be made out as required. Any bid which fails to name the price, both *in writing* and *in figures* per unit of measurement for each and every item of the proposed work where quantities are given, or is incomplete, conditional, obscure, or irregular, may be held to be informal and must be rejected, and in case of any discrepancy between the price written in and the bid and that given in figures, the price in writing will be considered as the bid. The writing must be in ink.

20

BID OR ESTIMATE

For the construction of a sanitary sewer and appurtenances in 160TH AVENUE, from Pumping Station at 134th Street to Judith Street, and JUDITH STREET from 150th Avenue to Farmers Boulevard, Fourth Ward, Borough of Queens.

30

CONTRACT NO. 2

Made by the firm or corporation of Awixa Corporation
Address Islip, N. Y.

40

NAME AND ADDRESS OF EACH AND EVERY MEMBER
OF THE FIRM OR PRINCIPAL OFFICERS
OF THE CORPORATION.

NOTE.—The *bidder's name and residence or address* must be inserted herebelow, and in case of a firm, *the name and address of each and every member of the firm must be inserted.*

EXHIBIT C-184 (*continued*).

In case a bid shall be submitted by or in behalf of any corporation, the complete legal name and address of such *corporation* must be written here below, together with the name, address and title of the principal officers of the corporation.

- 10 Name Awixa Corporation
Address Islip, N. Y.
- Name Claire D. Schlemmer, Pres.
Address Islip, N. Y.
- Name James F. Richardson, V. Pres. & Treas.
Address Islip, N. Y.
- 20 Name B. E. Richardson, Sec.
Address Islip, N. Y.

30 The party named above (of lawful age), as *Bidder*, declares: That the only person or persons interested in this bid or proposal as principal or principals is or are named above, and that no other person than herein named has any interest in this bid or in the contract proposed to be taken; that this bid is made without any connection with any other person or persons making a bid for the same work or purpose; that the bid is in all respects fair and without collusion or fraud, and that no member of the Board of Aldermen, no head of a department, no chief of a bureau, deputy thereof or clerk therein, nor any other officer or employee of The City of New York, is, shall be or become, directly or indirectly, interested as contracting party, partner, stockholder, surety or otherwise in the performance of the contract, or in the supplies, work or business to which it relates, or in any portion of the profits thereof, that he has examined the form of
40 contract and specifications approved by the Corporation Counsel and any plans therein referred to, and that he has visited the site of the proposed work and has made himself familiar with all the existing conditions; and he proposes and agrees, if his bid be accepted, that he will contract in the form so approved, to provide, furnish and deliver all necessary work, labor, services, materials or supplies, machinery, tools, plant, and appliances,

EXHIBIT C-184 (continued).

and to perform and complete all the works mentioned in said approved form of contract and specifications, and in strict accordance with the terms and conditions thereof, and that he will accept in full payment therefor the following named sums or prices:

- 10 The Engineer's estimate of the quantities as advertised and the nature and extent of the work and materials or supplies required, though stated with as much accuracy as is practicable in advance, are APPROXIMATE only and are given to form a basis of comparison for testing bids and are not guaranteed to be accurate and are not considered as a binding feature of the contract. *Before bidding, Contractors must satisfy themselves by personal examination of the Plans, Specifications, Contract, and location of the proposed work,* and by such other means, as they may prefer, as to the accuracy of the foregoing statement, and
20 they must determine for themselves, and allow for all difficulties which may be encountered in the prosecution of the work.

T Y P E "B"

1. 3,649 Linear Feet 7'-0" Reinforced Concrete Pipe Sewer, (Precast Type "B"), Per Linear Foot, One hundred three Dollars (\$103.00).
- 30 2. 24 Manholes and Deep Manholes, Complete, Each, Three hundred Dollars (\$300.00).
3. 1 Chamber in 150th Avenue at Judith Street, Complete, Five thousand Dollars (\$5,000.00).
4. 1 Chamber in Judith Street near Farmers Boulevard, Complete, Ten thousand Dollars (\$10,000.00).
- 40 5. 1 Chamber in Judith Street at Farmers Boulevard, Complete, Ten thousand Dollars (\$10,000.00).
6. 1,300 Vertical Feet of "Risers" (C. I. Pipe, Class "A"), Per Linear Foot, Five Dollars (\$5.00).
7. 60 Linear Feet 6-inch Vitrified Pipe House Connection Drain, Per Linear Foot, Five Dollars (\$5.00).

EXHIBIT C-184 (*continued*).

No bid will be allowed to be withdrawn, for any reason whatever, after it has been received and deposited with the President. The President expressly reserves the right to reject all bids if he shall deem it for the public interest so to do. No bid will be accepted from, nor contract awarded to, any person who is in arrears to The City of New York upon debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to The City of New York.

No bid or proposal will be received, considered and deposited unless, as a condition precedent to the reception or consideration of any proposal it be accompanied by either a certified check upon one of the State or National Banks of The City of New York, drawn and made payable to the order of the Comptroller of The City of New York, or money to the amount of *five per centum* (5%) of the amount of the security or surety bond required for the faithful performance of the contract. Such check or money must not be inclosed in the sealed envelope containing the proposal, but must be either inclosed in a separate envelope addressed to the Borough President, or submitted personally upon the presentation of the bid or proposal and handed over to the officer or clerk of the Department who has charge of the proposal box, and who will give a proper voucher for the deposit, and no bid can be deposited in said box until such check or money has been examined by said officer or clerk and found to be correct. All such deposits, except that made by the bidder to whom the contract shall be awarded, will be returned to the person or persons making the same within three (3) days after the decision as to who shall receive the contract. If the bidder to whom the contract shall have been awarded shall refuse or neglect to execute the same within five days after due notice that the contract has been awarded to him, and that the adequacy and sufficiency of the surety offered has been approved by the Comptroller, the amount of the deposit made by him shall be forfeited to and retained by The City of New York as liquidated damages for such neglect or refusal; but if he shall execute the contract and furnish the said security within the time aforesaid, the amount of the deposit shall be returned to him.

EXHIBIT C-184 (continued).

Each and every person bidding must sign here.

NOTE.—*Each and every person bidding* and named above must *sign here*. In the case of a firm, give the name of each and every partner in full.

Awixa Corporation [L. S.]
Claire D. Schlemmer [L.S.]
President

10 In a case a bid shall be submitted by or in behalf of a corporation, it must be signed in the full legal name of such corporation by some authorized officer or agent thereof, who shall subscribe his name and office. If practicable, the seal of the corporation must be affixed.

..... [L. S.]

20 The following affidavit must be similarly signed and sworn to:

..... [L. S.]

THE CITY AND STATE OF NEW YORK, ss.:
COUNTY OF QUEENS

30 The above-named bidder (s), being severally duly sworn, say, each for himself, that the several matters stated in the above bid are in all respects true.

Subscribed and sworn to before me, this 13 day of Feb. 1925.
Signature (s) of bidder (s).

Claire D. Schlemmer,
President.

NATHANIEL V. GANETSEN,

Notary Public, Queens County No. 378

40 My Commission expires March 30, 1928.

EXHIBIT C-185

EXHIBIT C-185

(*Bid Sheet, John D. Walsh, 150th Ave., February 13, 1925.*)

10

T Y P E "B"

No. 1

THE CITY OF NEW YORK

Office of the

20

PRESIDENT OF THE BOROUGH OF QUEENS

BUREAU OF SEWERS

30

Sealed Bids or Proposals for the herein named work will be received at the office of the President of the Borough of Queens, on the 4th Floor of the Queens Subway Building, 68 Hunterspoint Avenue, Long Island City, Borough of Queens, in The City of New York, until 11 o'clock a. m.

ON FEB 13 1925

40

The time allowed for the completion of the work and the full performance of the contract is 250 CONSECUTIVE WORKING DAYS.

The liquidated damages for each day in excess of the allowed time, as stipulated in the contract, is *ten dollars per day*.

EXHIBIT C-185 (*continued*).

The amount of SECURITY or surety bond required will be (\$200,000.00).

10 NOTE.—All bids must be submitted upon the proper blank form of bid and in the sealed envelope prepared and furnished by the Borough President, and must be made out as required. Any bid which fails to name the price, both *in writing* and *in figures* per unit of measurement for each and every item of the proposed work where quantities are given, or is incomplete, conditional, obscure, or irregular, may be held to be informal and must be rejected, and in case of any discrepancy between the price written in and the bid and that given in figures, the price in writing will be considered as the bid. The writing must be in ink.

20

BID OR ESTIMATE

For the construction of a sanitary sewer and appurtenances in 160TH AVENUE, from Pumping Station at 134th Street to Judith Street, and JUDITH STREET from 150th Avenue to Farmers Boulevard, Fourth Ward, Borough of Queens.

30

CONTRACT NO. 2

Made by the firm or corporation of JNO D. WALSH, INC.

Address 132-134 4th St., Long Island City, N. Y.

40

NAME AND ADDRESS OF EACH AND EVERY MEMBER
OF THE FIRM OR PRINCIPAL OFFICERS
OF THE CORPORATION.

NOTE.—The *bidder's name and residence or address* must be inserted herebelow, and in case of a firm, *the name and address of each and every member of the firm must be inserted.*

EXHIBIT C-185 (*continued*).

In case a bid shall be submitted by or in behalf of any corporation, the complete legal name and address of such *corporation* must be written here below, together with the name, address and title of the principal officers of the corporation.

Name JNO. D. WALSH, INC.,

10 Address 132-134-4th St., Long Island City, N. Y.

Name WILLIS J. WALSH, President-Treasurer.

Address 25 Colonial Ave., Forest Hills, N. Y.

Name WILLIS J. WALSH, Jr., Secretary,

Address 25 Colonial Ave., Forest Hills, N. Y.

20 The party named above (of lawful age), as *Bidder*,
declares: That the only person or persons interested in this bid
or proposal as principal or principals is or are named above,
and that no other person than herein named has any interest
in this bid or in the contract proposed to be taken; *that* this bid
is made without any connection with any other person or persons
making a bid for the same work or purpose; *that* the bid is in all
respects fair and without collusion or fraud, and *that* no member
of the Board of Aldermen, no head of a department, no chief of a
30 bureau, deputy thereof or clerk therein, nor any other officer or
employee of The City of New York, is, shall be or become, directly
or indirectly, interested as contracting party, partner, stock-
holder, surety or otherwise in the performance of the contract,
or in the supplies, work or business to which it relates, or in any
portion of the profits thereof, *that* he has examined the form of
contract and specifications approved by the Corporation Counsel
and any plans therein referred to, and that he has visited the
site of the proposed work and has made himself familiar with
all the existing conditions; and he proposes and agrees, if his bid
40 be accepted, that he will contract in the form so approved, to
provide, furnish and deliver all necessary work, labor, services,
materials or supplies, machinery, tools, plant, and appliances,
and to perform and complete all the works mentioned in said
approved form of contract and specifications, and in strict
accordance with the terms and conditions thereof, and that he

EXHIBIT C-185 (continued).

will accept in full payment therefor the following named sums or prices:

10 The Engineer's estimate of the quantities as advertised and the nature and extent of the work and materials or supplies required, though stated with as much accuracy as is practicable in advance, are APPROXIMATE only and are given to form a basis of comparison for testing bids and are not guaranteed to be accurate and are not considered as a binding feature of the contract. *Before bidding, Contractors must satisfy themselves by personal examination of the Plans, Specifications, Contract, and location of the proposed work, and by such other means, as they may prefer, as to the accuracy of the foregoing statement, and they must determine for themselves, and allow for all difficulties which may be encountered in the prosecution of the work.*

20

T Y P E "B"

1. 3,649 Linear Feet 7'-0" Reinforced Concrete Pipe Sewer, (Precast Type "B"), Per Linear Foot, One hundred nine & no/100 Dollars (\$109.00).
2. 24 Manholes and Deep Manholes, Complete, Each, One thousand & no/100 Dollars (\$1000.00).
- 30 3. 1 Chamber in 150th Avenue at Judith Street, Complete, One thousand eight five & no/100 Dollars (\$1085.00).
4. 1 Chamber in Judith Street near Farmers Boulevard, One thousand eight hundred & no/100 Dollars (\$1800.00).
5. 1 Chamber in Judith Street at Farmers Boulevard, Complete, One thousand eight hundred & no/100 Dollars (\$1800.00).
- 40 5. 1 Chamber in Judith Street at Farmers Boulevard,
6. 1,300 Vertical Feet of "Risers" (C. I. Pipe, Class "A"), Per Vertical Foot, Four & 60/100 Dollars (\$4.60).

EXHIBIT C-185 (continued).

7. 60 Linear Feet 6-inch Vitrified Pipe House Connection Drains, Per Linear Foot, One & 10/100 Dollar (\$1.10).

No bid will be allowed to be withdrawn, for any reason whatever, after it has been received and deposited with the President. The President expressly reserves the right to reject
10 all bids if he shall deem it for the public interest so to do. No bid will be accepted from, nor contract awarded to, any person who is in arrears to The City of New York upon debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to The City of New York.

No bid or proposal will be received, considered and deposited unless, as a condition precedent to the reception or consideration of any proposal it be accompanied by either a certified
20 check upon one of the State or National Banks of The City of New York, drawn and made payable to the order of the Comptroller of The City of New York, or money to the amount of *five per centum* (5%) of the amount of the security or surety bond required for the faithful performance of the contract. Such check or money must not be inclosed in the sealed envelope containing the proposal, but must be either inclosed in a separate envelope addressed to the Borough President, or submitted personally upon the presentation of the bid or proposal and handed
30 over to the officer or clerk of the Department who has charge of the proposal box, and who will give a proper voucher for the deposit, and no bid can be deposited in said box until such check or money has been examined by said officer or clerk and found to be correct. All such deposits, except that made by the bidder to whom the contract shall be awarded, will be returned to the person or persons making the same within three (3) days after the decision as to who shall receive the contract. If the bidder to whom the contract shall have been awarded shall refuse or neglect to execute the same within five days after due notice that the contract has been awarded to him, and that the adequacy
40 and sufficiency of the surety offered has been approved by the Comptroller, the amount of the deposit made by him shall be forfeited to and retained by The City of New York as liquidated damages for such neglect or refusal: but if he shall execute the contract and furnish the said security within the time aforesaid, the amount of the deposit shall be returned to him.

EXHIBIT C-185 (continued).

Each and every person bidding must sign here.

NOTE.—*Each and every person bidding and named above must sign here.* In the case of a firm, give the name of each and every partner in full.

JNO. D. WALSH, [L. S.]
By WILLIS J. WALSH, [L. S.]
President-Treasurer

10 In a case a bid shall be submitted by or in behalf of a corporation, it must be signed in the full legal name of such corporation by some authorized officer or agent thereof, who shall subscribe his name and office. If practicable, the seal of the corporation must be affixed.

..... [L. S.]

..... [L. S.]

20 The following affidavit must be similarly signed and sworn to:

THE CITY AND STATE OF NEW YORK, ss.:
COUNTY OF QUEENS

30 The above-named bidder (s), being severally duly sworn, say, each for himself, that the several matters stated in the above bid are in all respects true.

Subscribed and sworn to before me, this 13 day of Feb. 1925.
Signature (s) of bidder (s).

JNO. D. WALSH, INC.
By WILLIS J. WALSH,
President Treasurer.
.....

.....
Notary Public, Queens County.

40

EXHIBIT C-178 A. & B.

EXHIBIT C-178, A & B.

(Summary of Proposals Type A & Type B 150th Ave
February 13, 1925).

President of the Borough of Queens—Bureau of Sewers
SUMMARY OF PROPOSALS

NO. 1
TYPE "A" OR SEWER DEPT. STANDARD.

Lowest Bidder AWIXA CORPORATION

Contract Awarded to _____ Date _____

For the construction of a sanitary sewer and appurtenances in 150TH AVENUE from Pumping Station at 184th Street to Judith Street, and JUDITH STREET from 150th Avenue to Farmers Boulevard, Fourth Ward, Borough of Queens. CONTRACT NO. 2	3,649 Linear Feet Cast Sewer 7'-0" Reinforced Con- 24 Manholes and Deep Manholes 1 Chamber in 150th Avenue at Judith Street 1 Chamber in Judith Street near Farmers Boulevard 1 Chamber in 150th Street at Farmers Boulevard 1,000 Vertical Feet of "Risers" (C.I. Pipe Class "A") 60 Linear Feet 6-inch vitrified pipe House Connection Straining Pipe	Time Allowed No. of Working Days 260
Bids opened on	FEBRUARY 13, 1925	
Surities \$	200,000.00	
Deposit \$	10,000.00	
Engineer's Estimate	\$385,620.00 - 2/26/25	

BIDDER	TOTAL AMOUNT	UNIT PRICES								REMARKS
AWIXA CORPORATION	513,370.00	30.00	300.	10000	10000	5000.	5.00	5.00		
ANGELO PATNO	520,075.00	35.00	300.	5000	5000	5000.	4.00	1.00		
UNIT INC.	669,575.00	75.00	300.	3500	3500	3500.	10.00	5.00		

EXHIBIT C-178 A. & B. (continued):

**President of the Borough of Queens—Bureau of Sewers
SUMMARY OF PROPOSALS**

111 P. 101.1439

No. 1

Lowest Bidder HAMMEN CONST. CO. TYPE "B" Contract Awarded to _____ Date _____

For the construction of a sanitary sewer and appurtenances
in 150TH AVENUE from Pumping Station at 134th Street to
Judith Street, and JUDITH STREET from 150th Avenue to
FARMERS Boulevard, Fourth Ward, Borough of Queens.

Contract No. 2

Bids opened on: FEBRUARY 16, 1925

Sureties \$ 200,000.00

Deposit \$ 10,000.00

Engineer's Estimate - \$385,620.00-1/26/25

3,649 linear feet 7"Ø Reinforced Concrete Pipe Sewer (Precast Type "B")
 24 Manholes and Deep Manholes
 1 Chamber in 150th Avenue
 1 Chamber in Judith Street near Farmers Boulevard
 1 Chamber in Judith Street near Farmers Boulevard
 1,300 Vertical Feet of "Risers" (C.I. Pipe)
 60 Linear Feet 6-inch Vitrified Pipe House Connection Drains

Time Allowed
No. of Working Days 50

BIDDER	TOTAL AMOUNT	UNIT PRICES								REMARKS	
HAMMEN CONST. CO.	407,045.00	105.00	400.	2500.	2500.	2500.	5.00	5.00			
AWLYA CORPORATION	414,847.00	103.00	360.	5000.	10000.	10000.	5.00	5.00			
JOHN D. WALSH INC.	432,472.00	109.00	1000.	1085.	1800.	1800.	4.00	1.10			
ANGELO PAINO	465,340.00	120.00	300.	5000.	5000.	5000.	4.00	1.00			
DUIT INC.	614,840.00	160.00	300.	5500.	3500.	3500.	0.00	5.00			

EXHIBIT C-38

EXHIBIT C-38.

(Contract dated 2/17/25 between John M. Phillips and Hannen Const. Co. Quoting prices and accepted.)

10

LOCK-JOINT PIPE

JOHN M. PHILLIPS

P. O. Box 75

Long Island City, N. Y.

Yard:

20 Maurice Ave. & Broadway
Elmhurst, Queens Co., N. Y.

Phones 2170 Newtown
1588 Hunterspoint

February 16th, 1925.

Hammen & Co., Inc.,

Detroit, Michigan.

30

Gentlemen:

I beg to quote you Precast Reinforced Concrete Pipe the following prices per linear foot, and upon the following terms and conditions:

40 Pipe to be used for the construction of a sewer in 150th. Ave. from Pumping Station at 134th. St. to Judith St., Etc., Fourth Ward, BOROUGH OF QUEENS.

3472' — 84" @ \$37.00 per Lin. Ft. of Pipe

EXHIBIT C-38 (*continued*).

DELIVERY

10 The pipe to be manufactured along the line of work and in Streets adjacent thereto and turned over on their sides, at the point of manufacture, where the delivery is to be taken by you.

QUALITY

I agree hat when the pipe is delivered it shall be acceptable to the Engineer and meet the requirements of the plans and specifications for the above work.

20

Sealing Forms

I agree to lend you sealing forms for making joints between pipes, and it is agreed that the value of these forms are \$7.50.

30 In case of loss of, or injury or damage to forms, or in case of failure to return same, they shall be paid for by you at the above prices.

TERMS

40 All pipe built shall be paid for in full, in cash, every thirty (30) days and in no case shall payment for pipe be deferred after the 15th. of each month. It is understood and agreed that the title to all pipe shall remain in JOHN M. PHILLIPS until paid for in full, in cash. You are further to be responsible for any injury or damage to pipe belonging to me, but delivered to you for use upon the work, and you shall keep the pipe properly lighted in accordance with local ordinances. Should your work be abandoned, payment for all pipe manufactured on this contract shall be immediately due and payable.

EXHIBIT C-38 (*continued*).

Each and every of the foregoing terms is of the essence of this Contract.

QUANTITIES

10 The prices herein are based upon the quantities above written, but these quantities may be changed by written notice to me, provided such notice is given in ample time, while I am engaged in the manufacture of pipe for this contract. In the absence of any further instructions from you in writing, I will manufacture for you the above quantities which shall be paid for and no claim shall be made on me for any shortage or excess quantity.

20 It is understood that I will be allowed a reasonable time for the beginning of delivery, and that I will not be responsible on account of delays caused by floods, fires, strikes, or any accidents beyond my control, failure of carriers, or unavoidable delays otherwise occasioned which may interfere with my making delivery.

This agreement to be binding upon the heirs, successors or assigns of both parties.

30

JOHN M. PHILLIPS.

We hereby accept the above proposition and agree to its terms and conditions.

HAMMEN & CO. INC.

40

By FRED BISBALLE, Pres.

By PAUL W. PAULSEN, Vice Pres.

February 17, 1925.

EXHIBIT C-37

EXHIBIT C-37.

(Letter of John M. Phillips to Paul Paulsen... Quoting prices on letting of February 25, 1925 in 150th Ave. Sewer.)

10

LETTING WEDNESDAY FEBRUARY 25th, 1925.

For the construction of a sanitary sewer and appurtenances in 150th Ave. from Pumping Station at 134th St. to Judith St., etc., Fourth Ward, Borough of Queens, City of New York.

20

Dear Sir:

I beg to quote you prices for Precast Reinforced Concrete Pipe as follows:

96" Precast "TYPE B" @ \$60.00 per Lin. Ft.

90" Precast "TYPE B" @ \$55.00 per Lin. Ft.

30

Delivery to be made at the intersection of Goldfield St. and 150th Ave. and also at the Disposal Plant near 133rd St. and 150th Ave. which last point is at the beginning of the contract.

At these two points, delivery is to be accepted by you.

TERMS Cash,

30 days after delivery.

40

JOHN M. PHILLIPS.

EXHIBIT C-194.

EXHIBIT C-194

(*Bid Sheet Awira Corp. 150th Ave., February 25, 1925.*)

10

T Y P E "B"

No. 4

THE CITY OF NEW YORK

Office of the

PRESIDENT OF THE BOROUGH OF QUEENS

20

BUREAU OF SEWERS

30

Sealed Bids or Proposals for the herein named work will be received at the office of the President of the Borough of Queens, on the 4th Floor of the Queens Subway Building, 68 Hunterspoint Avenue, Long Island City, Borough of Queens, in The City of New York, until 11 o'clock a. m.

ON FEBRUARY 25, 1925

40

The time allowed for the completion of the work and the full performance of the contract is 250 CONSECUTIVE WORKING DAYS.

The liquidated damages for each day in excess of the allowed time, as stipulated in the contract, is *ten dollars per day*.

EXHIBIT C-194 (*continued*).

The amount of SECURITY or surety bond required will be (\$400,000.00).

10 NOTE.—All bids must be submitted upon the proper blank form of bid and in the sealed envelope prepared and furnished by the Borough President, and must be made out as required. Any bid which fails to name the price, both *in writing* and *in figures* per unit of measurement for each and every item of the proposed work where quantities are given, or is incomplete, conditional, obscure, or irregular, may be held to be informal and may be rejected, and in case of any discrepancy between the price written in and the bid and that given in figures, the price in writing will be considered as the bid. The writing must be in ink.

20

BID OR ESTIMATE

For the construction of a sanitary sewer and appurtenances in 150TH AVENUE from Pumping Station at 134th Street to Judith Street, and JUDITH STREET from 150th Avenue to Farmers Boulevard, Fourth Ward, Borough of Queens.

30

CONTRACT NO. 1

Made by the firm or corporation of AWIXA CORPORATION
Address Islip, N. Y.

40

NAME AND ADDRESS OF EACH AND EVERY MEMBER
OF THE FIRM OR PRINCIPAL OFFICERS
OF THE CORPORATION.

NOTE.—The *bidder's name and residence or address* must be inserted herebelow, and in case of a firm, *the name and address of each and every member of the firm must be inserted.*

EXHIBIT C-194 (*continued*).

In case a bid shall be submitted by or in behalf of any corporation, the complete legal name and address of such *corporation* must be written here below, together with the name, address and title of the principal officers of the corporation.

10 Name AWIXA CORPORATION

Address Islip, N. Y.

Name CLAIRE D. SCHLEMMER, Pres.

Address Islip, N. Y.

Name JAMES F. RICHARDSON, V. Pres. & Treas.

20 Address Islip, N. Y.

Name B. E. RICHARDSON, Sec.

Address Islip, N. Y.

30 The party named above (of lawful age), as *Bidders*, declares: That the only person or persons interested in this bid or proposal as principal or principals is or are named above, and that no other person than herein above named has any interest in this bid or in the contract proposed to be taken; *that* this bid is made without any connection with any other person or persons making a bid for the same work or purpose; *that* the bid is in all respects fair and without collusion or fraud, and *that* no member of the Board of Aldermen, no head of a department, no chief of a bureau, deputy thereof or clerk therein, nor any other officer or employee of The City of New York, is, shall be or become, directly or indirectly, interested as contracting party, partner, stockholder, surety or otherwise in the performance of the contract, or in the supplies, work or business to which it relates, or in any portion of the profits thereof; *that* he has examined the form of contract and specifications approved by the Corporation Counsel and any plans therein referred to, and that he has visited the site of the proposed work and has made himself familiar with all the existing conditions; and he proposes and agrees, if this bid be accepted, that he will contract in the

40

EXHIBIT C-194 (*continued*).

form so approved, to provide, furnish and deliver all necessary work, labor, services, materials or supplies, machinery, tools, plant, and appliances, and to perform and complete all the work mentioned in said approved form of contract and specifications, and in strict accordance with the terms and conditions thereof, and that he will accept in full payment therefor the following named sums or prices:

10

The Engineer's estimate of the quantities as advertised and the nature and extent of the work and materials or supplies required, though stated with as much accuracy as is practicable in advance, are APPROXIMATE only and are given to form a basis of comparison for testing bids and are not guaranteed to be accurate and are not considered as a binding feature of the contract. *Before bidding, Contractors must satisfy themselves by personal examination of the Plans, Specifications, Contract, and location of the proposed work, and by such other means, as they may prefer, as to the accuracy of the foregoing statement, and they must determine for themselves, and allow for all difficulties which may be encountered in the prosecution of the work.*

20

T Y P E "B"

- 30 1. 4,483 Linear Feet 8'-0" Reinforced Concrete Pipe Sewer, (Precast Type "B"), Per Linear Foot, One hundred eight Dollars (\$108.00).
2. 2,157 Linear Feet 7'-6" Reinforced Concrete Pipe Sewer, (Precast Type "B"), Per Linear Foot, One hundred eight Dollars (\$108.00).
3. 49 Manholes and Deep Manholes, Complete, Each, Four Hundred Dollars (\$400.00).
- 40 4. 1 Chamber in 150th Avenue at 150th Street, Complete, Three Thousand Dollars (\$3,000.00).
5. 1 Chamber in 150th Avenue at 158th Street, Complete, Three Thousand Dollars (\$3,000.00).

EXHIBIT C-194 (*continued*).

6. 2,300 Vertical Feet of "Risers" (C. I. Pipe Class "A"), Per Vertical Foot, Five Dollars (\$5.00).
7. 44 Linear Feet 6-inch Vitrified Pipe House Connection Drains, Per Linear Foot, Five Dollars (\$5.00).

10 No bid will be allowed to be withdrawn, for any reason whatever, after it has been received and deposited with the President. The President expressly reserves the right to reject all bids if he shall deem it for the public interest so to do. No bid will be accepted from, nor contract awarded to, any person who is in arrears to The City of New York upon debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to The City of New York.

20 No bid or proposal will be received, considered and deposited unless, as a condition precedent to the reception or consideration of any proposal it be accompanied by either a certified check upon one of the State or National Banks of The City of New York, drawn and made payable to the order of the Comptroller of The City of New York, or money to the amount of *five per centum* (5%) of the amount of the security or surety bond required for the faithful performance of the contract. Such check or money must not be inclosed in the sealed envelope containing the proposal, but must be either inclosed in a separate
30 envelope addressed to the Borough President, or submitted personally upon the presentation of the bid or proposal and handed to the officer or clerk of the Department who has charge of the proposal box, and who will give a proper voucher for the deposit, and no bid can be deposited in said box until such check or money has been examined by said officer or clerk and found to be correct. All such deposits, except that made by the bidder
40 to whom the contract shall be awarded, will be returned to the person or persons making the same within three (3) days after the decision as to who shall receive the contract. If the bidder to whom the contract shall have been awarded shall refuse or neglect to execute the same within five days after due notice that the contract has been awarded to him, and that the adequacy and sufficiency of the surety offered has been approved by the Comptroller, the amount of the deposit made by him shall be forfeited to and retained by The City of New York as liquidated damages for such neglect or refusal; but if he shall execute the

EXHIBIT C-194 (continued).

contract and furnish the said security within the time aforesaid. the amount of the deposit shall be returned to him.

NOTE.—*Each and every person bidding* and named above must *sign here*. In the case of a firm, **Each and every person bidding must sign here.**
10 give the name of each and every partner in full.

In a case a bid shall be submitted by or in behalf of a corporation, it must be signed in the full legal name of such corporation by some authorized officer or agent thereof, who shall subscribe his name and office. If practicable, the seal of the corporation must be affixed.
Awixa Corporation [L. S.]
20 Claire D. Schlemmer, [L. S.]
President [L. S.]

The following affidavit must be similarly signed and sworn to:

30 THE CITY AND STATE OF NEW YORK, ss.:
COUNTY OF QUEENS

The above-named bidder (s), being severally duly sworn, say, each for himself, that the several matters stated in the above bid are in all respects true.

Signature (s) of bidder (s).
Subscribed and sworn to before me, this 25 day of Feb. 1925. Claire D. Schlemmer,
40 President.

.....
Notary Public, Queens Borough.

EXHIBIT C-193.

EXHIBIT C-193

(*Bid Sheet John D. Walsh 150th Ave., February 25, 1925.*)

10

No. 4

T Y P E "B"

THE CITY OF NEW YORK

Office of the

PRESIDENT OF THE BOROUGH OF QUEENS

20

BUREAU OF SEWERS

30

Sealed Bids or Proposals for the herein named work will be received at the office of the President of the Borough of Queens, on the 4th Floor of the Queens Subway Building, 68 Hunterspoint Avenue, Long Island City, Borough of Queens, in The City of New York, until 11 o'clock a. m.

ON FEBRUARY 25, 1925

40

The time allowed for the completion of the work and the full performance of the contract is 250 CONSECUTIVE WORKING DAYS.

The liquidated damages for each day in excess of the allowed time, as stipulated in the contract, is *ten dollars per day*.

EXHIBIT C-193 (*continued*).

The amount of SECURITY or surety bond required will be (\$400,000.00).

10 NOTE.—All bids must be submitted upon the proper blank form of bid and in the sealed envelope prepared and furnished by the Borough President, and must be made out as required. Any bid which fails to name the price, both *in writing* and *in figures* per unit of measurement for each and every item of the proposed work where quantities are given, or is incomplete, conditional, obscure, or irregular, may be held to be informal and must be rejected, and in case of any discrepancy between the price written in and the bid and that given in figures, the price in writing will be considered as the bid. The writing must be in ink.

20

BID OR ESTIMATE

For the construction of a sanitary sewer and appurtenances in 150TH AVENUE, from Pumping Station at 134th Street to Judith Street, and JUDITH STREET from 150th Avenue to Farmers Boulevard, Fourth Ward, Borough of Queens.

30

CONTRACT NO. 1

Made by the firm or corporation of JNO D. WALSH, INC.

Address 132-134-4th St., Long Island City, N. Y.

40 NAME AND ADDRESS OF EACH AND EVERY MEMBER
OF THE FIRM OR PRINCIPAL OFFICERS
OF THE CORPORATION.

NOTE.—The bidder's name and residence or address must be inserted herebelow, and in case of a firm, the name and address of each and every member of the firm must be inserted.

EXHIBIT C-193 (*continued*).

In case a bid shall be submitted by or in behalf of any corporation, the complete legal name and address of such *corporation* must be written here below, together with the name, address and title of the principal officers of the corporation.

Name JNO. D. WALSH, INC.,

10 Address 132-134-4th St., Long Island City, N. Y.

Name WILLIS J. WALSH,

Address 25 Colonial Ave., Forest Hills, N. Y.

Name WILLIS J. WALSH, Jr.,

Address 25 Colonial Ave., Forest Hills, N. Y.

20 The party named above (of lawful age), as *Bidder*,
declares: That the only person or persons interested in this bid
or proposal as principal or principals is or are named above,
and that no other person than herein named has any interest
in this bid or in the contract proposed to be taken; *that* this bid
is made without any connection with any other person or persons
making a bid for the same work or purpose; *that* the bid is in all
respects fair and without collusion or fraud, and *that* no member
of the Board of Aldermen, no head of a department, no chief of a
30 bureau, deputy thereof or clerk therein, nor any other officer or
employee of The City of New York, is, shall be or become, directly
or indirectly, interested as contracting party, partner, stock-
holder, surety or otherwise in the performance of the contract,
or in the supplies, work or business to which it relates, or in any
portion of the profits thereof, *that* he has examined the form of
contract and specifications approved by the Corporation Counsel
and any plans therein referred to, and that he has visited the
site of the proposed work and has made himself familiar with
all the existing conditions; and he proposes and agrees, if his bid
40 be accepted, that he will contract in the form so approved, to
provide, furnish and deliver all necessary work, labor, services,
materials or supplies, machinery, tools, plant, and appliances,
and to perform and complete all the works mentioned in said
approved form of contract and specifications, and in strict
accordance with the terms and conditions thereof, and that he
will accept in full payment therefor the following named sums
or prices:

EXHIBIT C-193 (continued).

10 The Engineer's estimate of the quantities as advertised and the nature and extent of the work and materials or supplies required, though stated with as much accuracy as is practicable in advance, are APPROXIMATE only and are given to form a basis of comparison for testing bids and are not guaranteed to be accurate and are not considered as a binding feature of the contract. *Before bidding, Contractors must satisfy themselves by personal examination of the Plans, Specifications, Contract, and location of the proposed work,* and by such other means, as they may prefer, as to the accuracy of the foregoing statement, and they must determine for themselves, and allow for all difficulties which may be encountered in the prosecution of the work.

T Y P E "B"

- 20 .1. 4,483 Linear Feet 8'-0" Reinforced Concrete Pipe Sewer (Precast Type "B"), Per Linear Foot, One hundred thirty eight and 00/100 Dollars (\$138.00).
2. 2,157 Linear Feet 7'-6" Reinforced Concrete Pipe Sewer (Precast Type "B"), Per Linear Foot, One hundred thirty eight and 00/100 Dollars (\$138.00).
3. 49 Manholes and Deep Manholes, Complete, Each, One hundred fifty and 00/100 Dollars (\$150.00).
- 30 4. 1 Chamber in 150th Avenue at 150th Street, Complete, Five hundred and 00/100 Dollars (\$500.00).
5. 1 Chamber in 150th Avenue at 158th Street, Complete, Five hundred and 00/100 Dollars (\$500.00).
6. 2,300 Vertical Feet of "Risers" (C. I. Pipe Class "A"), Per Vertical Foot, One and 50/100 Dollar (\$1.50).
- 40 7. 44 Linear Feet 6-inch Vitrified Pipe House Connection Drains, Per Linear Foot, Fifty Cents (\$0.50).

No bid will be allowed to be withdrawn, for any reason whatever, after it has been received and deposited with the President. The President expressly reserves the right to reject all bids if he shall deem it for the public interest so to do. No

EXHIBIT C-193 (*continued*).

bid will be accepted from, nor contract awarded to, any person who is in arrears to The City of New York upon debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to The City of New York.

10 No bid or proposal will be received, considered and deposited unless, as a condition precedent to the reception or consideration of any proposal it be accompanied by either a certified check upon one of the State or National Banks of The City of New York, drawn and made payable to the order of the Comptroller of The City of New York, or money to the amount of *five per centum* (5%) of the amount of the security or surety bond required for the faithful performance of the contract. Such check or money must not be inclosed in the sealed envelope containing the proposal, but must be either inclosed in a separate envelope addressed to the Borough President, or submitted personally upon the presentation of the bid or proposal and handed over to the officer or clerk of the Department who has charge of the proposal box, and who will give a proper voucher for the deposit, and no bid can be deposited in said box until such check or money has been examined by said officer or clerk and found to be correct. All such deposits, except that made by the bidder to whom the contract shall be awarded, will be returned to the person or persons making the same within three (3) days after the decision as to who shall receive the contract. If the bidder to whom the contract shall have been awarded shall refuse or neglect to execute the same within five days after due notice that the contract has been awarded to him, and that the adequacy and sufficiency of the surety offered has been approved by the Comptroller, the amount of the deposit made by him shall be forfeited to and retained by The City of New York as liquidated damages for such neglect or refusal; but if he shall execute the contract and furnish the said security within the time aforesaid, the amount of the deposit shall be returned to him.

20

30

40 NOTE.—*Each and every person bidding and named above must sign here.* In the case of a firm, Each and every person bidding give the name of each and every partner in full. must sign here.

EXHIBIT C-193 (continued).

10 In case a bid shall be submitted by or in behalf of a corporation, it must be signed in the full legal name of such corporation by some authorized officer or agent thereof, who shall subscribe his name and office. If practicable, the seal of the corporation must be affixed.

Jno. D. Walsh, Inc. [L. S.]
By Willis J. Walsh, [L. S.]
President-Treasurer [L. S.]

The following affidavit must be similarly signed and sworn to:

20 THE CITY AND STATE OF NEW YORK, ss.:
COUNTY OF QUEENS

The above-named bidder (s), being severally duly sworn, say, each for himself, that the several matters stated in the above bid are in all respects true.

Signature (s) of bidder (s).

30 Subscribed and sworn to before me, this 24th day of Feb. 1925.

Jno. D. Walsh, Inc.,
By Willis J. Walsh,
President-Treasurer

.....

Notary Public, Queens County, N. Y., No. 2530
Commission Expires Mar. 30, 1925.

EXHIBIT C-192.

EXHIBIT C-192

(Bid Sheet Nccaro Co. 150th Ave., February 25, 1925.)

10

T Y P E "B"

No. 4

THE CITY OF NEW YORK

Office of the

PRESIDENT OF THE BOROUGH OF QUEENS

20

BUREAU OF SEWERS

30

Sealed Bids or Proposals for the herein named work will be received at the office of the President of the Borough of Queens, on the 4th Floor of the Queens Subway Building, 68 Hunterspoint Avenue, Long Island City, Borough of Queens, in The City of New York, until 11 o'clock a. m.

ON FEBRUARY 25, 1925

40

The time allowed for the completion of the work and the full performance of the contract is **250 CONSECUTIVE WORKING DAYS.**

The liquidated damages for each day in excess of the allowed time, as stipulated in the contract, is *ten dollars per day.*

EXHIBIT C-192 (*continued*).

The amount of SECURITY or surety bond required will be (\$400,000.00).

10 NOTE.—All bids must be submitted upon the proper blank form of bid and in the sealed envelope prepared and furnished by the Borough President, and must be made out as required. Any bid which fails to name the price, both *in writing* and *in figures* per unit of measurement for each and every item of the proposed work where quantities are given, or is incomplete, conditional, obscure, or irregular, may be held to be informal and may be rejected, and in case of any discrepancy between the price written in and the bid and that given in figures, the price in writing will be considered as the bid. The writing must be in ink.

20

BID OR ESTIMATE

For the construction of a sanitary sewer and appurtenances in 150TH AVENUE from Pumping Station at 134th Street to Judith Street, and JUDITH STREET from 150th Avenue to Farmers Boulevard, Fourth Ward, Borough of Queens.

30

CONTRACT NO. 1

Made by the form or corporation of NECARO CO., INC.,
Address 105 Court Street, Borough of Brooklyn.

40

NAME AND ADDRESS OF EACH AND EVERY MEMBER
OF THE FIRM OR PRINCIPAL OFFICERS
OF THE CORPORATION.

NOTE.—The *bidder's name and residence or address* must be inserted herebelow, and in case of a firm, *the name and address of each and every member of the firm must be inserted.*

EXHIBIT C-192 (*continued*).

In case a bid shall be submitted by or in behalf of any corporation, the complete legal name and address of such *corporation* must be written here below, together with the name, address and title of the principal officers of the corporation.

- Name Henry Newman, President
10 Address 105 Court Street, Borough of Brooklyn
Name James L. Carey, Vice-President
Address 105 Court Street, Borough of Brooklyn
Name Wm Newman, Secretary
Address 105 Court Street, Borough of Brooklyn
20 Name Jerome Roth, Treasurer
Address 105 Court Street, Borough of Brooklyn

- 30 The party named above (of lawful age), as *Bidder*, declares: *That* the only person or persons interested in this bid or proposal as principal or principals is or are named above, and that no other person than herein above named has any interest in this bid or in the contract proposed to be taken; *that* this bid is made without any connection with any other person or persons making a bid for the same work or purpose; *that* the bid is in all respects fair and without collusion or fraud, and *that* no member of the Board of Aldermen, no head of a department, no chief of a bureau, deputy thereof or clerk therein, nor any other officer or employee of The City of New York, is, shall be or become, directly or indirectly, interested as contracting party, partner, stockholder, surety or otherwise in the performance of the contract, or in the supplies, work or business to which it relates, or in any portion of the profits thereof; *that* he has
40 examined the form of contract and specifications approved by the Corporation Counsel and any plans therein referred to, and that he has visited the site of the proposed work and has made himself familiar with all the existing conditions; and he proposes and agrees, if this bid be accepted, that he will contract in the form so approved, to provide, furnish and deliver all necessary work, labor, services, materials or supplies, machinery, tools, plant, and appliances, and to perform and complete all the work

EXHIBIT C-192 (continued).

mentioned in said approved form of contract and specifications, and in strict accordance with the terms and conditions thereof, and that he will accept in full payment therefor the following named sums or prices:

10 The Engineer's estimate of the quantities as advertised and the nature and extent of the work and materials or supplies required, though stated with as much accuracy as is practicable in advance, are APPROXIMATE only and are given to form a basis of comparison for testing bids and are not guaranteed to be accurate and are not considered as a binding feature of the contract. *Before bidding, Contractors must satisfy themselves by personal examination of the Plans, Specifications, Contract, and location of the proposed work, and by such other means, as they may prefer, as to the accuracy of the foregoing statement, and they must determine for themselves, and allow for all difficulties*
20 which may be encountered in the prosecution of the work.

T Y P E "B"

1. 4,483 Linear Feet 8'-0" Reinforced Concrete Pipe Sewer (Precast Type "B"), Per Linear Foot One hundred eighty eight and 00/100 Dollars (\$188.00).
- 30 2. 2,157 Linear Feet 7'-6" Reinforced Concrete Pipe Sewer, (Precast Type "B"), Per Linear Foot, One hundred sixty nine and 00/100 Dollars (\$169.00).
3. 49 Manholes and Deep Manholes, Complete, Each, One thousand and 00/100 Dollars (\$1,000.00).
4. 1 Chamber in 150th Avenue at 150th Street, Complete, Two thousand and 00/100 Dollars (\$2,000.00).
- 40 5. 1 Chamber in 150th Avenue at 158th Street, Complete, Two thousand and 00/100 Dollars (\$2,000.00).
6. 2,300 Vertical Feet of "Risers" (C. I. Pipe Class "A"), Per Vertical Foot, Seven and 00/100 Dollars (\$7.00).
7. 44 Linear Feet 6-inch Vitrified Pipe House Connection Drains, Per Linear Foot, Seven and 00/100 Dollars (\$7.00).

EXHIBIT C-192 (*continued*).

10 No bid will be allowed to be withdrawn, for any reason whatever, after it has been received and deposited with the President. The President expressly reserves the right to reject all bids if he shall deem it for the public interest so to do. No bid will be accepted from, nor contract awarded to, any person who is in arrears to The City of New York upon debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to The City of New York.

20 No bid or proposal will be received, considered and deposited unless, as a condition precedent to the reception or consideration of any proposal it be accompanied by either a certified check upon one of the State or National Banks of The City of New York, drawn and made payable to the order of the Comptroller of The City of New York, or money to the amount of *five per centum* (5%) of the amount of the security or surety bond required for the faithful performance of the contract. Such check or money must not be inclosed in the sealed envelope containing the proposal, but must be either inclosed in a separate envelope addressed to the Borough President, or submitted personally upon the presentation of the bid or proposal and handed to the officer or clerk of the Department who has charge of the proposal box, and who will give a proper voucher for the deposit, and no bid can be deposited in said box until such check or money has been examined by said officer or clerk and found to be correct. All such deposits, except that made by the bidder to whom the contract shall be awarded, will be returned to the person or persons making the same within three (3) days after the decision as to who shall receive the contract. If the bidder to whom the contract shall have been awarded shall refuse or neglect to execute the same within five days after due notice that the contract has been awarded to him, and that the adequacy and sufficiency of the surety offered has been approved by the Comptroller, the amount of the deposit made by him shall be forfeited to and retained by The City of New York as liquidated damages for such neglect or refusal but if he shall execute the contract and furnish the said security within the time aforesaid, the amount of the deposit shall be returned to him.

30

40

NOTE.—*Each and every person bidding and named above must sign here.* In the case of a firm, Each and every person bidding give the name of each and every partner in full. must sign here.

EXHIBIT C-192 (*continued*).

10 In case a bid shall be submitted by or in behalf of a corporation, it must be signed in the full legal name of such corporation by some authorized officer or agent thereof, who shall subscribe his name and office. If practicable, the seal of the corporation must be affixed.

Necaro Co., Inc. [L. S.]

James L. Carey [L. S.]
Vice-President [L. S.]

The following affidavit must be similarly signed and sworn to:

20 THE CITY AND STATE OF NEW YORK, ss.:
COUNTY OF KINGS,

The above-named bidder, being duly sworn, says that the several matters stated in the above bid are in all respects true.

30 *Subscribed and sworn to before* me, this 25th day of Feb., 1925. Signature (s) of Bidder (s).
James L. Carey

JOHN REID,

40 Commissioner of Deeds, City of New York,
Residing in Kings County,
Kings County Clerk's No. 17,
Kings County Register's No. 7017,
Term expires February 17, 1927.

EXHIBIT C-191.

EXHIBIT C-191

10 (Bid Sheet J. F. Cogan Co. 150th Ave., February 25, 1925.)

No. 4 T Y P E "B"

20 THE CITY OF NEW YORK
Office of the
PRESIDENT OF THE BOROUGH OF QUEENS

BUREAU OF SEWERS

30 Sealed Bids or Proposals for the herein named work will be received at the office of the President of the Borough of Queens, on the 4th Floor of the Queens Subway Building, 68 Hunterspoint Avenue, Long Island City, Borough of Queens, in The City of New York, until 11 o'clock a. m.

40 ON FEBRUARY 25, 1925

The time allowed for the completion of the work and the full performance of the contract is 250 CONSECUTIVE WORKING DAYS.

The liquidated damages for each day in excess of the allowed time, as stipulated in the contract, is *ten dollars per day*.

EXHIBIT C-191 (*continued*).

The amount of SECURITY or surety bond required will be (\$400,000.00).

10 NOTE.—All bids must be submitted upon the proper blank form of bid and in the sealed envelope prepared and furnished by the Borough President, and must be made out as required. Any bid which fails to name the price, both *in writing* and *in figures* per unit of measurement for each and every item of the proposed work where quantities are given, or is incomplete, conditional, obscure, or irregular, may be held to be informal and must be rejected, and in case of any discrepancy between the price written in and the bid and that given in figures, the price in writing will be considered as the bid. The writing must be in ink.

20

BID OR ESTIMATE

For the construction of a sanitary sewer and appurtenances in 150TH AVENUE, from Pumping Station at 134th Street to Judith Street, and JUDITH STREET from 150th Avenue to Farmers Boulevard, Fourth Ward, Borough of Queens.

30

CONTRACT NO. 1

Made by the firm or corporation of J. F. Cogan Co., Contractors
Address Room 3611 Grand Central Terminal, N. Y. C.

40

NAME AND ADDRESS OF EACH AND EVERY MEMBER
OF THE FIRM OR PRINCIPAL OFFICERS
OF THE CORPORATION.

NOTE.—The *bidder's name and residence or address* must be inserted herebelow, and in case of a firm, *the name and address of each and every member of the firm* must be inserted.

EXHIBIT C-191 (*continued*).

In case a bid shall be submitted by or in behalf of any corporation, the complete legal name and address of such *corporation* must be written here below, together with the name, address and title of the principal officers of the corporation.

Name J. F. Cogan Co., Contractors

10 Address 3611 Grand Central Terminal, N. Y. City

Name John F. Cogan, President

Name Philip J. Cogan, Treasurer

Name Patrick H. Cogan, Vice President

20 The party named above (of lawful age), as *Bidder*,
declares: That the only person or persons interested in this bid
or proposal as principal or principals is or are named above,
and that no other person than herein named has any interest
in this bid or in the contract proposed to be taken; *that* this bid
is made without any connection with any other person or persons
making a bid for the same work or purpose; *that* the bid is in all
respects fair and without collusion or fraud, and *that* no member
of the Board of Aldermen, no head of a department, no chief of a
bureau, deputy thereof or clerk therein, nor any other officer or
30 employee of The City of New York, is, shall be or become, directly
or indirectly, interested as contracting party, partner, stock-
holder, surety or otherwise in the performance of the contract,
or in the supplies, work or business to which it relates, or in any
portion of the profits thereof, *that* he has examined the form of
contract and specifications approved by the Corporation Counsel
and any plans therein referred to, and that he has visited the
site of the proposed work and has made himself familiar with
all the existing conditions; and he proposes and agrees, if his bid
be accepted, that he will contract in the form so approved, to
40 provide, furnish and deliver all necessary work, labor, services,
materials or supplies, machinery, tools, plant, and appliances,
and to perform and complete all the works mentioned in said
approved form of contract and specifications, and in strict
accordance with the terms and conditions thereof, and that he
will accept in full payment therefor the following named sums
or prices:

EXHIBIT C-191 (continued).

10 The Engineer's estimate of the quantities as advertised and the nature and extent of the work and materials or supplies required, though stated with as much accuracy as is practicable in advance, are APPROXIMATE only and are given to form a basis of comparison for testing bids and are not guaranteed to be accurate and are not considered as a binding feature of the contract. *Before bidding, Contractors must satisfy themselves by personal examination of the Plans, Specifications, Contract, and location of the proposed work, and by such other means, as they may prefer, as to the accuracy of the foregoing statement, and they must determine for themselves, and allow for all difficulties which may be encountered in the prosecution of the work.*

T Y P E "B"

- 20 1. 4,483 Linear Feet 8'-0" Reinforced Concrete Pipe Sewer, (Precast Type "B"), Per Linear Foot, One hundred and forty Dollars (\$140.00).
2. 2,157 Linear Feet 7'-6" Reinforced Concrete Pipe Sewer, (Precast Type "B"), Per Linear Foot, One hundred and thirty five Dollars (\$135.00).
3. 49 Manholes and Deep Manholes, Complete, Each, Three hundred Dollars (\$300.00).
- 30 4. 1 Chamber in 150th Avenue at 150th Street, Complete, Ten thousand Dollars (\$10,000.00).
5. 1 Chamber in 150th Avenue at 158th Street, Complete, Ten thousand Dollars (\$10,000.00).
6. 2,300 Vertical Feet of "Risers" (C. I. Pipe Class "A"), Per Vertical Foot, Five Dollars (\$5.00).
- 40 7. 44 Linear Feet 6-inch Vitrified Pipe House Connection Drains, Per Linear Foot, Three Dollars (\$3.00).

No bid will be allowed to be withdrawn, for any reason whatever, after it has been received and deposited with the President. The President expressly reserves the right to reject all bids if he shall deem it for the public interest so to do. No

EXHIBIT C-191 (continued).

bid will be accepted from, nor contract awarded to, any person who is in arrears to The City of New York upon debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to The City of New York.

10 No bid or proposal will be received, considered and deposited unless, as a condition precedent to the reception or consideration of any proposal it be accompanied by either a certified check upon one of the State or National Banks of The City of New York, drawn and made payable to the order of the Comptroller of The City of New York, or money to the amount of *five per centum* (5%) of the amount of the security or surety bond required for the faithful performance of the contract. Such check or money must not be inclosed in the sealed envelope containing the proposal, but must be either inclosed in a separate envelope addressed to the Borough President, or submitted personally upon the presentation of the bid or proposal and handed over to the officer or clerk of the Department who has charge of the proposal box, and who will give a proper voucher for the deposit, and no bid can be deposited in said box until such check or money has been examined by said officer or clerk and found to be correct. All such deposits, except that made by the bidder to whom the contract shall be awarded, will be returned to the person or persons making the same within three (3) days after the decision as to who shall receive the contract. If the bidder to whom the contract shall have been awarded shall refuse or neglect to execute the same within five days after due notice that the contract has been awarded to him, and that the adequacy and sufficiency of the surety offered has been approved by the Comptroller, the amount of the deposit made by him shall be forfeited to and retained by The City of New York as liquidated damages for such neglect or refusal: but if he shall execute the contract and furnish the said security within the time aforesaid, the amount of the deposit shall be returned to him.

40 NOTE.—*Each and every person bidding* and named above must *sign here*. In the case of a firm, *Each and every person bidding* give the name of each and every partner in full. *must sign here*.

In a case a bid shall be submitted by or in behalf of a corporation, it must be signed in the

J. F. Cogan Co.
Contractors [L. S.]

EXHIBIT C-191 (*continued*).

full legal name of such corporation by some authorized officer or agent thereof, who shall subscribe his name and office. If practicable, the seal of the corporation must be affixed.

By John F. Cogan [L. S.]
President [L. S.]

10 The following affidavit must be similarly signed and sworn to:

THE CITY AND STATE OF NEW YORK, ss.:
COUNTY OF NEW YORK,

20 The above-named bidder (s), being severally duly sworn, say, each for himself, that the several matters stated in the above bid are in all respects true.

Signature (s) of bidder (s).

Subscribed and sworn to before J. F. Cogan Co. Contractors
me, this 24th day of Feb., 1925.

By John F. Cogan,
President

30 ANDRE HALL,

Notary Public, New York County No. 31

New York Registry No. 5012

Term expires March 30th, 1925.

EXHIBIT C-190.

EXHIBIT C-190

(*Bid sheet Hammen Cons. Co. 150th Ave, February 25, 1925*).

10

T Y P E "B"

No. 4

THE CITY OF NEW YORK

Office of the

PRESIDENT OF THE BOROUGH OF QUEENS

20

BUREAU OF SEWERS

30

Sealed Bids or Proposals for the herein named work will be received at the office of the President of the Borough of Queens, on the 4th Floor of the Queens Subway Building, 68 Hunterspoint Avenue, Long Island City, Borough of Queens, in The City of New York, until 11 o'clock a. m.

ON FEB 25, 1925

40

The time allowed for the completion of the work and the full performance of the contract is 250 CONSECUTIVE WORKING DAYS.

The liquidated damages for each day in excess of the allowed time, as stipulated in the contract, is *ten dollars per day*.

EXHIBIT C-190 (*continued*).

The amount of SECURITY or surety bond required will be (\$400,000.00).

10 NOTE. — All bids must be submitted upon the proper blank form of bid and in the sealed envelope prepared and furnished by the Borough President, and must be made out as required. Any bid which fails to name the price, both *in writing* and *in figures* per unit of measurement for each and every item of the proposed work where quantities are given, or is incomplete, conditional, obscure, or irregular, may be held to be informal and must be rejected, and in case of any discrepancy between the price written in and the bid and that given in figures, the price in writing will be considered as the bid. The writing must be in ink.

20

BID OR ESTIMATE

For the construction of a sanitary sewer and appurtenances in 150TH AVENUE, from Pumping Station at 134th Street to Judith Street, and in JUDITH STREET from 150th Avenue to Farmers Boulevard, Fourth Ward, Borough of Queens.

30

CONTRACT NO. 1

Made by the firm or corporation of Hammen Construction Co.
Address 279 Madison Ave Perth Amboy, N. J.

40

NAME AND ADDRESS OF EACH AND EVERY MEMBER
OF THE FIRM OR PRINCIPAL OFFICERS
OF THE CORPORATION.

NOTE.—The *bidder's name and residence or address* must be inserted herebelow, and in case of a firm, *the name and address of each and every member of the firm must be inserted.*

EXHIBIT C-190 (*continued*).

In case a bid shall be submitted by or in behalf of any corporation, the complete legal name and address of such *corporation* must be written here below, together with the name, address and title of the principal officers of the corporation.

Name Hammen Construction Company
10 Address New York Address 120 Liberty Street, New York City

Name Fred Bisballe President
Address 4612 Woodward Ave-Detroit Mich.

Name John J. Hammen Sec & Treas.
Address 1020 Downer Ave Milwaukee Wis

Name Paul W. Paulsen Vice President
20 Address 279 Madison Ave Perth Amboy N. J.

The party named above (of lawful age), as *Bidder*,
declares: That the only person or persons interested in this bid
or proposal as principal or principals is or are named above,
and that no other person than herein named has any interest
in this bid or in the contract proposed to be taken; *that* this bid
is made without any connection with any other person or persons
30 making a bid for the same work or purpose; *that* the bid is in all
respects fair and without collusion or fraud, and *that* no member
of the Board of Aldermen, no head of a department, no chief of a
bureau, deputy thereof or clerk therein, nor any other officer or
employee of The City of New York, is, shall be or become, directly
or indirectly, interested as contracting party, partner, stock-
holder, surety or otherwise in the performance of the contract,
or in the supplies, work or business to which it relates, or in any
portion of the profits thereof, *that* he has examined the form of
contract and specifications approved by the Corporation Counsel
40 and any plans therein referred to, and that he has visited the
site of the proposed work and has made himself familiar with
all the existing conditions; and he proposes and agrees, if his bid
be accepted, that he will contract in the form so approved, to
provide, furnish and deliver all necessary work, labor, services,
materials or supplies, machinery, tools, plant, and appliances,
and to perform and complete all the works mentioned in said
approved form of contract and specifications, and in strict

EXHIBIT C-190 (continued).

accordance with the terms and conditions thereof, and that he will accept in full payment therefor the following named sums or prices:

10 The Engineer's estimate of the quantities as advertised and the nature and extent of the work and materials or supplies required, though stated with as much accuracy as is practicable in advance, are APPROXIMATE only and are given to form a basis of comparison for testing bids and are not guaranteed to be accurate and are not considered as a binding feature of the contract. *Before bidding, Contractors must satisfy themselves by personal examination of the Plans, Specifications, Contract, and location of the proposed work, and by such other means, as they may prefer, as to the accuracy of the foregoing statement, and they must determine for themselves, and allow for all difficulties which may be encountered in the prosecution of the work.*

20

TYPE "B"

1. 4,483 Linear Feet 8'-0" Reinforced Concrete Pipe Sewer, (Precast Type "B"), Per Linear Foot, One Hundred Seventeen no/100 Dollars (\$117.00).
2. 2,157 Linear Feet 7'-6" Reinforced Concrete Pipe Sewer, (Precast Type "B"), Per Linear Foot, One Hundred Eight and no/100 Dollars (\$108.00).
3. 49 Manholes and Deep Manholes, Complete, Each, Four Hundred and no/100 Dollars (\$400.00).
4. 1 Chamber in 150th Avenue at 150th Street, Complete, Twenty Five Hundred and no/100 Dollars (\$2500.00).
5. 1 Chamber in 150th Avenue at 158th Street, Complete, Twenty Five Hundred and no/10 Dollars (\$2500.00).
6. 2,300 Vertical Feet of "Risers" (C. I. Pipe Cless "A"), Per Vertical Foot, Five and no/100 Dollars (\$5.00).
7. 44 Linear Feet 6-inch Vitrified Pipe House Connection Drains, Per Linear Foot, Five and no/100 Dollars (\$5.00).

40

EXHIBIT C-190 (continued).

10 No bid will be allowed to be withdrawn, for any reason whatever, after it has been received and deposited with the President. The President expressly reserves the right to reject all bids if he shall deem it for the public interest so to do. No bid will be accepted from, nor contract awarded to, any person who is in arrears to The City of New York upon debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to The City of New York.

20 No bid or proposal will be received, considered and deposited unless, as a condition precedent to the reception or consideration of any proposal it be accompanied by either a certified check upon one of the State or National Banks of The City of New York, drawn and made payable to the order of the Comptroller of The City of New York, or money to the amount of *five per centum* (5%) of the amount of the security or surety bond required for the faithful performance of the contract. Such check or money must not be inclosed in the sealed envelope containing the proposal, but must be either inclosed in a separate envelope addressed to the Borough President, or submitted personally upon the presentation of the bid or proposal and handed over to the officer or clerk of the Department who has charge of the proposal box, and who will give a proper voucher for the deposit, and no bid can be deposited in said box until such check or money has been examined by said officer or clerk and found to be correct. All such deposits, except that made by the bidder to whom the contract shall be awarded, will be returned to the person or persons making the same within three (3) days after the decision as to who shall receive the contract. If the bidder to whom the contract shall have been awarded shall refuse or neglect to execute the same within five days after due notice that the contract has been awarded to him, and that the adequacy and sufficiency of the surety offered has been approved by the Comptroller, the amount of the deposit made by him shall be forfeited to and retained by The City of New York as liquidated damages for such neglect or refusal: but if he shall execute the contract and furnish the said security within the time aforesaid, 40 the amount of the deposit shall be returned to him.

NOTE.—*Each and every person bidding and named above must sign here. In the case of a firm, Each and every person bidding give the name of each and every partner in full. must sign here.*

EXHIBIT C-190 (*continued*).

In case a bid shall be submitted by or in behalf of a corporation, it must be signed in the full legal name of such corporation by some authorized officer or agent thereof, who shall subscribe his name and office. If practicable, the seal of the corporation must be affixed.

10

Hammen Construction
Company [L. S.]
By Paul W. Paulsen [L. S.]
Vice President [L. S.]

The following affidavit must be similarly signed and sworn to:

20 THE CITY AND STATE OF NEW YORK, ss.:
COUNTY OF NEW YORK,

The above-named bidder (s), being severally duly sworn, say, each for himself, that the several matters stated in the above bid are in all respects true.

Signature (s) of Bidder (s).

30 *Subscribed and sworn to before me, this 24th day of Feb., 1925* Paul W. Paulsen,
Vice President of Hammen
Const. Co.

MINNIE BRAUN,

Notary Public, New York County
Kings Co. Clk's No. 134, Kings Co. Reg. No. 6071
40 N. Y. Co. Clk's No. 383, N. Y. Co. Reg. No. 6105
Commission expires March 30, 1926

EXHIBIT C-189.

EXHIBIT C-189

(*Bid sheet Hammen Cons. Co. 150th Ave. February 25, 1925*).

10

T Y P E "A"

No. 4

THE CITY OF NEW YORK

Office of the

PRESIDENT OF THE BOROUGH OF QUEENS

20

BUREAU OF SEWERS

30

Sealed Bids or Proposals for the herein named work will be received at the office of the President of the Borough of Queens, on the 4th Floor of the Queens Subway Building, 68 Hunterspoint Avenue, Long Island City, Borough of Queens, in The City of New York, until 11 o'clock a. m.

ON FEB 25, 1925

40

The time allowed for the completion of the work and the full performance of the contract is 250 CONSECUTIVE WORKING DAYS.

The liquidated damages for each day in excess of the allowed time, as stipulated in the contract, is *ten dollars per day*.

EXHIBIT C-189 (*continued*).

The amount of SECURITY or surety bond required will be (\$400,000.00).

10 NOTE.—All bids must be submitted upon the proper blank form of bid and in the sealed envelope prepared and furnished by the Borough President, and must be made out as required. Any bid which fails to name the price, both *in writing* and *in figures* per unit of measurement for each and every item of the proposed work where quantities are given, or is incomplete, conditional, obscure, or irregular, may be held to be informal and may be rejected, and in case of any discrepancy between the price written in and the bid and that given in figures, the price in writing will be considered as the bid. The writing must be in ink.

20

BID OR ESTIMATE

For the construction of a sanitary sewer and appurtenances in 150TH AVENUE from Pumping Station at 134th Street to Judith Street, and in JUDITH STREET from 150th Avenue to Farmers Boulevard, Fourth Ward, Borough of Queens.

30

CONTRACT NO. 1

Made by the firm or corporation of Hammen Construction Co.
Address 279 Madison Ave Perth Amboy, N. J.

40

NAME AND ADDRESS OF EACH AND EVERY MEMBER
OF THE FIRM OR PRINCIPAL OFFICERS
OF THE CORPORATION.

NOTE.—The *bidder's name and residence or address* must be inserted herebelow, and in case of a firm, *the name and address of each and every member of the firm must be inserted.*

EXHIBIT C-189 (*continued*).

In case a bid shall be submitted by or in behalf of any corporation, the complete legal name and address of such *corporation* must be written here below, together with the name, address and title of the principal officers of the corporation.

- Name Hammen Construction Company
10 Address New York Address 120 Liberty Street, New York City
Name Fred Bisballe President
Address 4612 Woodward Ave Detroit Mich.
Name John J. Hammen, Sec & Treas.
Address 1020 Downer Ave Milwaukee Wis
20 Name Paul W Paulsen
Address 279 Madison Ave Pearlth Amboy N. Y.

- 30 The party named above (of lawful age), as *Bidder*, declares: *That* the only person or persons interested in this bid or proposal as principal or principals is or are named above, and that no other person than herein above named has any interest in this bid or in the contract proposed to be taken; *that* this bid is made without any connection with any other person or persons making a bid for the same work or purpose; *that* the bid is in all respects fair and without collusion or fraud, and *that* no member of the Board of Aldermen, no head of Department, no chief of a bureau, deputy thereof or clerk therein, nor any other officer or employee of The City of New York, is, shall be or become, directly or indirectly, interested as contracting party, partner, stockholder, surety or otherwise in the performance of the contract, or in the supplies, work or business to which it relates, or in any portion of the profits thereof; *that* he has
40 examined the form of contract and specifications approved by the Corporation Counsel and any plans therein referred to, and that he has visited the site of the proposed work and has made himself familiar with all the existing conditions; and he proposes and agrees, if this bid be accepted, that he will contract in the form so approved, to provide, furnish and deliver all necessary work, labor, services, materials or supplies, machinery, tools, plant, and appliances, and to perform and complete all the work mentioned in said approved form of contract and specifications.

EXHIBIT C-189 (continued).

and in strict accordance with the terms and conditions thereof, and that he will accept in full payment therefor the following named sums or prices:

10 The Engineer's estimate of the quantities as advertised and the nature and extent of the work and materials or supplies required, though stated with as much accuracy as is practicable in advance, are APPROXIMATE only and are given to form a basis of comparison for testing bids and are not guaranteed to be accurate and are not considered as a binding feature of the contract. *Before bidding, Contractors must satisfy themselves by personal examination of the Plans, Specifications, Contract, and location of the proposed work, and by such other means, as they may prefer, as to the accuracy of the foregoing statement, and they must determine for themselves, and allow for all difficulties* which may be encountered in the prosecution of the work.

20

TYPE "A" OR SEWER DEPT. STANDARD.

1. 4,483 Linear Feet 8'-0" Reinforced Concrete Sewer, Per Linear Foot, One Hundred Thirty Five no/100 Dollars (\$135.00).
2. 2,157 Linear Feet 7'-6" Reinforced Concrete Sewer, Per Linear Foot, One Hundred Thirty and no/100 Dollars (\$130.00).
3. 49 Manholes and Deep Manholes, Complete, Each, Four Hundred and no/100 Dollars (\$400.00).
4. 1 Chamber in 150th Avenue at 150th Street, Complete, Twenty Five Hundred and no/100 Dollars (\$2500.00).
5. 1 Chamber in 150th Avenue at 158th Street, Complete, Twenty Five Hundred and no/100 Dollars (\$2500.00).
6. 2,300 Vertical Feet of "Risers" (C. I. Pipe Class "A"), Per Vertical Foot, Five and no/100 Dollars (\$5.00).
7. 44 Linear Feet 6-inch Vitrified Pipe House Connection Drains, Per Linear Foot, Five and no/100 Dollars (\$5.00).

40

EXHIBIT C-189 (*continued*).

10 No bid will be allowed to be withdrawn, for any reason whatever, after it has been received and deposited with the President. The President expressly reserves the right to reject all bids if he shall deem it for the public interest so to do. No bid will be accepted from, nor contract awarded to, any person who is in arrears to The City of New York upon debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to The City of New York.

20 No bid or proposal will be received, considered and deposited unless, as a condition precedent to the reception or consideration of any proposal it be accompanied by either a certified check upon one of the State or National Banks of The City of New York, drawn and made payable to the order of the Comptroller of The City of New York, or money to the amount of *five per centum* (5%) of the amount of the security or surety bond required for the faithful performance of the contract. Such check or money must not be inclosed in the sealed envelope containing the proposal, but must be either inclosed in a separate envelope addressed to the Borough President, or submitted personally upon the presentation of the bid or proposal and handed to the officer or clerk of the Department who has charge of the proposal box, and who will give a proper voucher for the deposit, and no bid can be deposited in said box until such check or money has been examined by said officer or clerk and found to be correct. All such deposits, except that made by the bidder to whom the contract shall be awarded, will be returned to the person or persons making the same within three (3) days after the decision as to who shall receive the contract. If the bidder to whom the contract shall have been awarded shall refuse or neglect to execute the same within five days after due notice that the contract has been awarded to him, and that the adequacy and sufficiency of the surety offered has been approved by the Comptroller, the amount of the deposit made by him shall be forfeited to and retained by The City of New York as liquidated damages for such neglect or refusal: but if he shall execute the contract and furnish the said security within the time aforesaid, the amount of the deposit shall be returned to him.

30

40

NOTE.—*Each and every person bidding and named above must sign here.* In the case of a firm, Each and every person bidding give the name of each and every partner in full. must sign here.

EXHIBIT C-189 (*continued*).

10 In case a bid shall be submitted by or in behalf of a corporation, it must be signed in the full legal name of such corporation by some authorized officer or agent thereof, who shall subscribe his name and office. If practicable, the seal of the corporation must be affixed.

Hammen Construction
Company [L. S.]
By Paul W Paulsen [L. S.]
Vice Pres. [L. S.]

The following affidavit must be similarly signed and sworn to:

20 THE CITY AND STATE OF NEW YORK, ss.:
COUNTY OF NEW YORK,

The above-named bidder(s), being severally duly sworn, say, each for himself, that the several matters stated in the above bid are in all respects true.

Signature(s) of Bidder(s)

30 *Subscribed and sworn to before
me, this 24th day of Feb. 1925.*

Paul W Paulsen
Vice President of
Hammen Const Co.

MINNIE BRAUN,

40 Notary Public, New York County
N. Y. Clk's No. 308, N. Y. Co. Reg. No. 6105
Kings Co. Clk's No. 134, Kings Co. Reg. No. 6071
Commission expires March 30, 1926

EXHIBIT C-188.

EXHIBIT C-188

(*Bid sheet Avixa Corporation, 150th Ave. February 25, 1925*).

10

T Y P E 'A'

No. 4

THE CITY OF NEW YORK

Office of the

PRESIDENT OF THE BOROUGH OF QUEENS

20

BUREAU OF SEWERS

30

Sealed Bids or Proposals for the herein named work will be received at the office of the President of the Borough of Queens, on the 4th Floor of the Queens Subway Building, 68 Hunterspoint Avenue, Long Island City, Borough of Queens, in The City of New York, until 11 o'clock a. m.

ON FEB 25, 1925

40

The time allowed for the completion of the work and the full performance of the contract is 250 CONSECUTIVE WORKING DAYS.

The liquidated damages for each day in excess of the allowed time, as stipulated in the contract, is *ten dollars per day*.

EXHIBIT C-188 (*continued*).

The amount of SECURITY or surety bond required will be (\$400,000.00).

10 NOTE.—All bids must be submitted upon the proper blank form of bid and in the sealed envelope prepared and furnished by the Borough President, and must be made out as required. Any bid which fails to name the price, both *in writing* and *in figures* per unit of measurement for each and every item of the proposed work where quantities are given, or is incomplete, conditional, obscure, or irregular, may be held to be informal and must be rejected, and in case of any discrepancy between the price written in and the bid and that given in figures, the price in writing will be considered as the bid. The writing must be in ink.

20

BID OR ESTIMATE

For the construction of a sanitary sewer and appurtenances in 150TH AVENUE, from Pumping Station at 134th Street to Judith Street, and JUDITH STREET from 150th Avenue to Farmers Boulevard, Fourth Ward, Borough of Queens.

30

CONTRACT NO. 1

Made by the firm or corporation of Awixa Corporation
Address Islip, N. Y.

40

NAME AND ADDRESS OF EACH AND EVERY MEMBER
OF THE FIRM OR PRINCIPAL OFFICERS
OF THE CORPORATION.

NOTE.—The *bidder's name and residence or address* must be inserted herebelow, and in case of a firm, *the name and address of each and every member of the firm must be inserted.*

EXHIBIT C-188 (*continued*).

In case a bid shall be submitted by or in behalf of any corporation, the complete legal name and address of such *corporation* must be written here below, together with the name, address and title of the principal officers of the corporation.

- Name Awixa Corporation
10 Address Islip, N. Y.
- Name Claire D. Schlemmer, Pres.
Address Islip, N. Y.
- Name James F. Richardson, V. Pres. & Treas.
Address Islip, N. Y.
- 20 Name B. E. Richardson, Sec.
Address Islip, N. Y.

30 The party named above (of lawful age), as *Bidder*, declares: *That* the only person or persons interested in this bid or proposal as principal or principals is or are named above, and that no other person than herein named has any interest in this bid or in the contract proposed to be taken; *that* this bid is made without any connection with any other person or persons making a bid for the same work or purpose; *that* the bid is in all respects fair and without collusion or fraud, and *that* no member of the Board of Aldermen, no head of a department, no chief of a bureau, deputy thereof or clerk therein, nor any other officer or employee of The City of New York, is, shall be or become, directly or indirectly, interested as contracting party, partner, stockholder, surety or otherwise in the performance of the contract, or in the supplies, work or business to which it relates, or in any portion of the profits thereof, *that* he has examined the form of contract and specifications approved by the Corporation Counsel and any plans therein referred to, and that he has visited the site of the proposed work and has made himself familiar with all the existing conditions; and he proposes and agrees, if his bid be accepted, that he will contract in the form so approved, to provide, furnish and deliver all necessary work, labor, services, materials or supplies, machinery, tools, plant, and appliances, and to perform and complete all the works mentioned in said approved form of contract and specifications, and in strict

40

EXHIBIT C-188 (continued).

accordance with the terms and conditions thereof, and that he will accept in full payment therefor the following named sums or prices:

10 The Engineer's estimate of the quantities as advertised and the nature and extent of the work and materials or supplies required, though stated with as much accuracy as is practicable in advance, are APPROXIMATE only and are given to form a basis of comparison for testing bids and are not guaranteed to be accurate and are not considered as a binding feature of the contract. *Before bidding, Contractors must satisfy themselves by personal examination of the Plans, Specifications, Contract, and location of the proposed work, and by such other means, as they may prefer, as to the accuracy of the foregoing statement, and they must determine for themselves, and allow for all difficulties*

20 which may be encountered in the prosecution of the work.

TYPE "A" OR SEWER DEPT. STANDARD.

1. 4,483 Linear Feet 8'-0" Reinforced Concrete Sewer, Per Linear Foot, One hundred fifty Dollars (\$150.00).
2. 2,157 Linear Feet 7'-6" Reinforced Concrete Sewer, Per Linear Foot, One hundred fifty Dollars (\$150.00).
- 30 3. 49 Manholes and Deep Manholes, Complete, Each, Four Hundred Dollars (\$400.00).
4. 1 Chamber in 150th Avenue at 150th Street, Complete, Three Thousand Dollars (\$3000.00).
5. 1 Chamber in 150th Avenue at 158th Street, Complete, Three Thousand Dollars (\$3000.00).
- 40 6. 2,300 Vertical Feet of "Risers" (C. I. Pipe Class "A"), Per Vertical Foot, Five Dollars (\$5.00).
7. 44 Linear Feet 6-inch Vitrified Pipe House Connection Drains, Per Linear Foot, Five Dollars (\$5.00).

EXHIBIT C-188 (*continued*).

No bid will be allowed to be withdrawn, for any reason whatever, after it has been received and deposited with the President. The President expressly reserves the right to reject all bids if he shall deem it for the public interest so to do. No bid will be accepted from, nor contract awarded to, any person who is in arrears to The City of New York upon debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to The City of New York.

No bid or proposal will be received, considered and deposited unless, as a condition precedent to the reception or consideration of any proposal it be accompanied by either a certified check upon one of the State or National Banks of The City of New York, drawn and made payable to the order of the Comptroller of The City of New York, or money to the amount of *five per centum* (5%) of the amount of the security or surety bond required for the faithful performance of the contract. Such check or money must not be inclosed in the sealed envelope containing the proposal, but must be either inclosed in a separate envelope addressed to the Borough President, or submitted personally upon the presentation of the bid or proposal and handed over to the officer or clerk of the Department who has charge of the proposal box, and who will give a proper voucher for the deposit, and no bid can be deposited in said box until such check or money has been examined by said officer or clerk and found to be correct. All such deposits, except that made by the bidder to whom the contract shall be awarded, will be returned to the person or persons making the same within three (3) days after the decision as to who shall receive the contract. If the bidder to whom the contract shall have been awarded shall refuse or neglect to execute the same within five days after due notice that the contract has been awarded to him, and that the adequacy and sufficiency of the surety offered has been approved by the Comptroller, the amount of the deposit made by him shall be forfeited to and retained by The City of New York as liquidated damages for such neglect or refusal: but if he shall execute the contract and furnish the said security within the time aforesaid, the amount of the deposit shall be returned to him.

NOTE.—*Each and every person bidding and named above must sign here.* In the case of a firm, *Each and every person bidding must sign here.*

EXHIBIT C-188 (continued).

give the name of each and every partner in full.

10 In case a bid shall be submitted by or in behalf of a corporation, it must be signed in the full legal name of such corporation by some authorized officer or agent thereof, who shall subscribe his name and office. If practicable, the seal of the corporation must be affixed.

Awixa Corporation [L. S.]
Claire D. Schlemmer [L. S.]
President [L. S.]

The following affidavit must be similarly signed and sworn to:

20

THE CITY AND STATE OF NEW YORK, ss.:
COUNTY OF QUEENS

The above-named bidder (s), being severally duly sworn, say, each for himself, that the several matters stated in the above bid are in all respects true.

30

Signature (s) of Bidder (s).

Subscribed and sworn to before me, this 25 day of Feb., 1925.

Claire D. Schlemmer
President

.....

Notary Public, Queens County, No. 148

40

EXHIBIT C-187.

EXHIBIT C-187

(*Bid sheet Necaro Co. 150th Ave. February 25, 1925.*)

10

T Y P E "A"

No. 4

THE CITY OF NEW YORK

Office of the

PRESIDENT OF THE BOROUGH OF QUEENS

20

BUREAU OF SEWERS

30

Sealed Bids or Proposals for the herein named work will be received at the office of the President of the Borough of Queens, on the 4th Floor of the Queens Subway Building, 68 Hunterspoint Avenue, Long Island City, Borough of Queens, in The City of New York, until 11 o'clock a. m.

ON FEB 25, 1925

40

The time allowed for the completion of the work and the full performance of the contract is 250 CONSECUTIVE WORKING DAYS.

The liquidated damages for each day in excess of the allowed time, as stipulated in the contract, is *ten dollars per day.*

EXHIBIT C-187 (*continued*).

The amount of SECURITY or surety bond required will be (\$400,000.00).

NOTE.—All bids must be submitted upon the proper blank form or bid and in the sealed envelope prepared and furnished by the Borough President, and must be made out as required.

10 Any bid which fails to name the price, both *in writing* and *in figures* per unit of measurement for each and every item of the proposed work where quantities are given, or is incomplete, conditional, obscure, or irregular, may be held to be informal and may be rejected, and in case of any discrepancy between the price written in and the bid and that given in figures, the price in writing will be considered as the bid. The writing must be in ink.

20

BID OR ESTIMATE

For the construction of a sanitary sewer and appurtenances in 150TH AVENUE from Pumping Station at 134th Street to Judith Street, and JUDITH STREET from 150th Avenue to Farmers Boulevard, Fourth Ward, Borough of Queens.

30

CONTRACT NO. 1

Made by the firm or corporation of Necaro Co., Inc.

Address 105 Court Street, Borough of Brooklyn.

40

NAME AND ADDRESS OF EACH AND EVERY MEMBER
OF THE FIRM OR PRINCIPAL OFFICERS
OF THE CORPORATION.

NOTE.—The *bidder's name and residence or address* must be inserted herebelow, and in case of a firm, *the name and address of each and every member of the firm* must be inserted.

EXHIBIT C-187 (continued).

In case a bid shall be submitted by or in behalf of any corporation, the complete legal name and address of such *corporation* must be written here below, together with the name, address and title of the principal officers of the corporation.

- Name Henry Newman, President
10 Address 105 Court Street, Borough of Brooklyn.
- Name James L. Carey, Vice President
Address 105 Court Street, Borough of Brooklyn.
- Name Wm Newman, Secretary
Address 105 Court Street, Borough of Brooklyn.
- 20 Name Jerome Pott, Treasurer
Address 105 Court Stree, Borough of Brooklyn.

- 30 The party named above (of lawful age) *Bidder, declares: That* the only person or persons interested in this bid or proposal as principal or principals is or are named above, and that no other person than herein above named has any interest in this bid or in the contract proposed to be taken; *that* this bid is made without any connection with any other person or persons making a bid for the same work or purpose; *that* the bid is in all respects fair and without collusion or fraud, and *that* no member of the Board of Aldermen, no head of a department, no chief of a bureau, deputy thereof or clerk therein, nor any other officer or employee of The City of New York, is, shall be or become, directly or indirectly, interested as contracting party, partner, stockholder, surety or otherwise in the performance of the contract, or in the supplies, work or business to which it relates, or in any portion of the profits thereof, *that* he has
40 examined the form of contract and specifications approved by the Corporation Counsel and any plans therein referred to, and that he has visited the site of the proposed work and has made himself familiar with all the existing conditions; and he proposes and agrees, if this bid be accepted, that he will contract in the form so approved, to provide, furnish and deliver all necessary work, labor, services, materials or supplies, machinery, tools, plant, and appliances, and to perform and complete all

EXHIBIT C-187 (continued).

the work mentioned in said approved form of contract and specifications, and in strict accordance with the terms and conditions thereof, and that he will accept in full payment therefor the following named sums or prices:

10 The Engineer's estimate of the quantities as advertised
and the nature and extent of the work and materials or supplies
required, though stated with as much accuracy as is practicable
in advance, are APPROXIMATE only and are given to form a basis of
comparison for testing bids and are not guaranteed to be accurate
and are not considered as a binding feature of the contract. *Before*
bidding, Contractors must satisfy themselves by personal examina-
tion of the Plans, Specifications, Contract, and location of the
proposed work, and by such other means, as they may prefer, as to
the accuracy of the foregoing statement, and they must determine
20 for themselves, and allow for all difficulties which may be encoun-
tered in the prosecution of the work.

TYPE "A" OR SEWER DEPT. STANDARD.

1. 4,483 Linear Feet 8'-0" Reinforced Concrete Sewer, Per
Linear Foot, Two hundred eight and no/100 Dollars
(\$208.00).
- 30 2. 2,157 Linear Feet 7'-6" Reinforced Concrete Sewer, Per
Linear Foot, One hundred eighty four and no/100 Dol-
lars (\$184.00).
3. 49 Manholes and Deep Manholes, Complete, Each, One
thousand and no/100 Dollars (\$1,000.00).
4. 1 Chamber in 150th Avenue at 150th Street, Complete,
Two thousand and no/100 Dollars (\$2,000.00).
- 40 5. 1 Chamber in 150th Avenue at 158th Street, Complete,
Two thousand and no/100 Dollars (\$2,000.00).
6. 2,300 Vertical Feet of "Risers" (C. I. Pipe Class "A"), Per
Vertical Foot, Seven and no/100 Dollars (\$7.00).
7. 44 Linear Feet 6-inch Vitrified Pipe House Connection
Drains, Per Linear Foot, Seven and no/100 Dollars
(\$7.00).

EXHIBIT C-187 (*continued*).

10 No bid will be allowed to be withdrawn, for any reason whatever, after it has been received and deposited with the President. The President expressly reserves the right to reject all bids if he shall deem it for the public interest so to do. No bid will be accepted from, nor contract awarded to, any person who is in arrears to The City of New York upon debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to The City of New York.

20 No bid or proposal will be received, considered and deposited unless, as a condition precedent to the reception or consideration of any proposal it be accompanied by either a certified New York, drawn and made payable to the order of the Comptroller of The City of New York, or money to the amount of *five per centum* (5%) of the amount of the security or surety bond required for the faithful performance of the contract. Such check or money must not be inclosed in the sealed envelope containing the proposal, but must be either inclosed in a separate envelope addressed to the Borough President, or submitted personally upon the presentation of the bid or proposal and handed to the officer or clerk of the Department who has charge of the proposal box, and who will give a proper voucher for the deposit, and no bid can be deposited in said box until such check or money has been examined by said officer or clerk and found to be correct.

30 All such deposits, except that made by the bidder to whom the contract shall be awarded, will be returned to the person or persons making the same within three (3) days after the decision as to who shall receive the contract. If the bidder to whom the contract shall have been awarded shall refuse or neglect to execute the same within five days after due notice that the contract has been awarded to him, and that the adequacy and sufficiency of the surety offered has been approved by the Comptroller, the amount of the deposit made by him shall be forfeited to and retained by The City of New York as liquidated damages for

40 such neglect or refusal; but if he shall execute the contract and furnish the said security within the time aforesaid, the amount of the deposit shall be returned to him.

NOTE.—*Each and every person bidding and named above must sign here. In the case of a firm,* *Each and every person bidding must sign here.*

EXHIBIT C-187 (*continued*).

give the name of each and every partner in full.

10 In case a bid shall be submitted by or in behalf of a corporation, it must be signed in the full legal name of such corporation by some authorized officer or agent thereof, who shall subscribe his name and office. If practicable, the seal of the corporation must be affixed.

Necaro Co. Inc. [L. S.]

James L. Carey, [L. S.]
Vice President [L. S.]

The following affidavit must be similarly signed and sworn to:

20

THE CITY AND STATE OF NEW YORK, ss.:
COUNTY OF KINGS,

The above-named bidder, being duly sworn, says that the several matters stated in the above bid are in all respects true.

Signature(s) of Bidder(s).

30

Subscribed and sworn to before me, this 25th day of Feb., 1925.

James L. Carey

JOHN REID,

Commissioner of Deeds, City of New York

Residing in Kings County

40

Kings County Clerks No. 17

Kings County Registrar's No. 7017

Term expires February 17, 1927

EXHIBIT C-186

EXHIBIT C-186.

(Summary of Proposal "Type A" 150th Ave, February 25, 1925).

74182

117 MAR 24 '25

President of the Borough of Queens—Bureau of Sewers

SUMMARY OF PROPOSALS

NO. 4

TYPE "A" OR SEWER DEPT. STANDARD

Lowest Bidder

HAMMEN CONST. CO.

Contract Awarded to

Date

For the construction of a Sanitary sewer and appurte- nances in 150TH AVENUE from Pumping Station at 134th Street to Judith Street, and JUDITH STREET from 150th Avenue to Farmers Boulevard, Fourth Ward, Borough of Queens.	CONTRACT NO. 1	4,485 Linear Feet 8'-0" Sewer Reinforced Concrete 2,157 Linear Feet 1'-6" Sewer Reinforced Concrete 49 Manholes and Deep Manholes 1 Chamber in 150th Avenue 1 Chamber in 150th Avenue at 150th Street 2,300 Vertical Feet of "Risers" 44 Linear Feet 6'-inch Vitrified Pipe House Connection to Main	Time Allowed No. of Working Days 250
Bids opened on	FEBRUARY 25, 1925.		
Surities \$	400,000.00		
Deposit \$	20,000.00		
Engineer's Estimate	\$772,608.00-1/26/25		

BIDDER	TOTAL AMOUNT	UNIT PRICES								REMARKS
HAMMEN CONST. CO.	921,935.00	135.	130.	400.	2500.	2500.	5.00	5.00		
AWTYA CORP.	1,033,320.00	150.	150.	400.	3000.	3000.	5.00	5.00		
NECARD CO. INC.	1,298,760.00	208.	184.	1000.	2000.	2000.	7.00	7.00		

EXHIBIT C-224.

EXHIBIT C-224.

(Contract for Pipe, 150th. Ave. Between Phillips and Paino.
February 26, 1925).

10

JOHN M. PHILLIPS
507 First Avenue,
LONG ISLAND CITY, N. Y.

February 26th. 1925.

Mess. Paino Bros.,
32 Court Street,
Brooklyn, N. Y.

20

Gentlemen:

I beg to quote you Precast Reinforced Concrete Pipe the following prices per lineal foot, and upon the following terms and conditions:

30 Pipe to be used for the construction of a sewer in 150th. Ave., from Pumping Station at 134th. St. to Judith St., Etc.. Fourth Ward, Borough of Queens, City of New York, letting of February 25th. 1925.

4264'—96" @ \$38.00 per Lin. Ft.	\$162,032.00
2056'—90" @ \$38.00 per Lin. Ft.	78,128.00
	<hr/>
	\$240,160.00

DELIVERY

40

Delivery to be made at the intersection of Goldsfield St. and 150th. Ave. and also at the Disposal Plant near 133rd. St. and 150th. Ave. which last point is at the beginning of the contract. At these two points, delivery is to be accepted by you.

EXHIBIT C-224 (*continued*).

QUALITY

10 I agree that when the pipe is delivered it shall be acceptable to the Engineer and meet the requirements of the plans and specifications for the above work.

SEALING FORMS.

I agree to lend you sealing forms for making joints between pipes, and it is agreed that the value of these forms are \$7.50 each.

20 In case of loss of, or injury or damage to forms, or in case of failure to return same, they shall be paid for by you at the above price.

TERMS

30 All pipe built shall be paid for in full, in cash, every thirty (30) days and in no case shall payment for pipe be deferred after the 15th. of each month. It is understood and agreed that the title to all pipe shall remain in JOHN M. PHILLIPS until paid for in full, in cash. You are further to be responsible for any injury or damage to pipe belonging to me, but delivered to you for use upon the work, and you shall keep the pipe properly lighted in accordance with local ordinances. Should your work be abandoned payment for all pipe manufactured on this contract shall be immediately due and payable.

40 It is understood and agreed that you are not to assign any payment or payments, for moneys due or to become due, without my written consent.

Each and every of the foregoing terms is of the essence of this contract.

EXHIBIT C-224 (continued).

QUANTITIES.

10 The prices herein are based upon the quantities above
 written, but these quantities may be changed by written notice
 to me, provided such notice is given in ample time, while I am
 engaged in the manufacture of pipe for this contract. In the
 absence of any further instructions from you in writing, I will
 manufacture for you the above quantities which shall be paid
 for and no claim shall be made on me for any shortage or excess
 quantity.

20 It is understood that I will be allowed a reasonable time
 for the beginning of delivery, and that I will not be responsible
 on account of delays caused by floods, fires, strikes, or any
 accidents beyond my control, failure of carriers, or unavoidable
 delays otherwise occasioned which may interfere with my mak-
 ing delivery.

This agreement to be binding upon the heirs, successors
 or assigns of both parties.

JOHN M. PHILLIPS.

30 We hereby accept the above proposition and agree to its
 terms and conditions.

PAINO BROS

ANGELO PAINO

FRANK L. PAINO

Dated at Long Island City, N. Y.

40 1925.

I hereby guarantee the payment of all sums due or to
 become due by Paino Bros. under the above agreement.

.....
 Dated 1925.

EXHIBIT C-224 (continued).

LOCK-JOINT PIPE

JOHN M. PHILLIPS

P. O. Box 75
Long Island City, N. Y.

10

Yard:
Maurice Ave. & Broadway
Elmhurst, Queens Co., N. Y.
Phones 2170 Newtown
1588 Hunterspoint

March 2nd. 1926.

20 Mess. Paino Bros.,
32 Court Street,
Brooklyn, N. Y.

To Precast Reinforced Concrete Pipe built for sewer in 150th.
Ave., Etc., Fourth Ward, Boro of Queens.

4268 Ft. — 96" @ \$38.00 per Lin. Ft. \$162,184.00
2060 Ft. — 90" @ \$38.00 per Lin. Ft. 78,280.00

\$240,464.00

30	May	15th.	1925	By	Check	\$20,000.00
	May	22nd.	1925	"	"	\$19,000.00
	Oct.	26th.	1925	"	"	\$34,024.00
	Oct.	25th.	1925	"	"	\$34,024.00
	Nov.	30th.	1925	"	"	\$21,000.00
	Dec.	18th.	1925	"	"	\$65,000.00
	Feb.	2nd.	1926	"	"	\$40,000.00
	Mch.	2nd.	1926	"	"	\$21,440.00

\$240,464.00

40

EXHIBIT C-39

*(Letter from Connolly to Hammen Construction Co.
February 27, 1925).*

CITY OF NEW YORK

10

Office of

THE PRESIDENT OF THE BOROUGH OF QUEENS

Maurice E. Connolly
President

Bernard M. Patten
Secretary

20

Long Island City, February 27th, 1925

Hammen Construction Company,
299 Madison Avenue,
Perth Amboy, N. J.

Dear Sirs:—

30

Please take notice that the following described contract has this day been awarded to you;—

“For the construction of a sanitary sewer and appurtenances in 150TH AVENUE from Pumping Station at 134th Street to Judith Street, and in JUDITH STREET from 150th Avenue to Farmers Boulevard, Fourth Ward, Borough of Queens. Contract No. 2 — TYPE — B.”

40

You are, therefore, hereby notified to present to the Comptroller of the City of New York, Municipal Building, Borough of Manhattan, within five days, for approval as to the adequacy and sufficiency, your bond in connection with your bid opened in this Office on February 13, 1925.

Yours very truly,

MAURICE E. CONNOLLY,

JJR-PJH

President of the Borough of Queens.

EXHIBIT C-205.

EXHIBIT C-205

(Contract between Paino and City of New York, No. 74182,
March 13, 1925).

10 THE CITY OF NEW YORK — DEPARTMENT OF FINANCE
Office of the Comptroller

CONTRACT SUMMARY

Contractor PAINO BROS. No. 74182

20 Names of sureties U. S. Fidelity & Guaranty Co.
Fidelity & Deposit Co. of Md.
Aetna Casualty & Surety Co.
Eagle Indemnity Co.

Amount of Bond \$400,000.00

Date of award Mar. 10/25 Department Pres. Queens.

30 Date of contract 3/13/25 Borough Queens

Date paid in full 5/31/27

DESCRIPTION OF WORK.

40 For the construction of a sanitary sewer and appurtenances in 150th Avenue from Pumping Station at 134th Street to Judith Street and in Judith Street from 150th Avenue to Farmers Boulevard, Fourth Ward, Borough of Queens.

This contract is for Section 1 and includes the construction of a sanitary sewer and appurtenances in 150th Avenue beginning at a point about 33 feet west of 134th Street and extending to a point about 2.75 feet east of 158th Street.

EXHIBIT C-205 (continued).

	A. E.	\$97,510.20
		12,077.00
		12,376.50
		<hr/>
		121,963.70
10	Original estimate	\$749,240.00
	A. E.	121,963.70
		<hr/>
		871,203.70

ACCOUNTS TO BE CHARGED

C F M 25

20 This obligation on this surety bond ceases as to anything occurring after January 30, 1927 — April 28, 1927.

If the conditions of the contract have been complied with, the retained percentage (if any) is due on or after January 30, 1927 — April 28, 1927.

GEORGE W. MORTON,

Examiner.

30

PAINO BROS.

CONTRACT NO. 74182

PAYMENTS

40	1926	Retained percent- age payment by City	Corporate stock submitted	Corporate Stock released date
	March 25	50,000	50,000	12/2/26 128,000
	June 3	50,000	51,000	IN FULL
	July 2	27,000	27,000	E. J. S.
		127,000	128,000	

EXHIBIT C-205 (continued).

PAYMENTS, AMOUNTS RETAINED AND EARNED

	Date	...% Payments	Am't paid to date	Am't Retained to date	Am't earned to date
10	7-29-25	23,210.95	23,210.95	4,096.05	27,307.00
	9-9-25	69,938.00	93,148.95	16,438.05	109,587.00
	10-13-25	79,233.60	172,382.55	30,420.45	202,803.00
	11-17-25	54,859.85	227,242.40	40,101.60	267,344.00
	12-10-25	79,759.75	307,002.15	54,176.85	361,179.00
	1-19-26	52,549.55	359,551.70	63,450.30	423,002.00
	Pursuant to Chapter 394 — Law of 1921				
20	3- 8-26	50,000.00	409,551.70	13,450.30	
	4- 8-26	94,633.90	504,185.60	30,150.40	534,336.00
	5-12-26	118,199.04	622,384.64	51,009.06	673,393.70
	Pursuant to Chapter 394 — Law of 1921				
	5-26-26	50,000.00	672,384.64	1,009.06	
	6- 4-26	147,353.03	819,737.67	27,012.53	846,750.20
	Pursuant to Chapter 394 — Law of 1921				
30	6-30-26	27,000.00	846,737.67	012.53	
	9-17-26	10,265.45	857,003.12	1,824.08	858,827.20
	11- 1-26	13,788.20	870,791.32	412.38	871,203.70
	5-16-27	412.38	871,203.70		
		<u>871,203.70</u>			

IN FULL

EXHIBIT C-205 (*continued*).

RESOLUTION

BOARD OF ESTIMATE AND APPORTIONMENT

CITY OF NEW YORK

10 WHEREAS, The President of the Borough of Queens has transmitted to the Board of Estimate and Apportionment a copy of a resolution of the Local Board of the Jamaica District, duly adopted by said Board on the 25th day of Oct., 1923 and approved by the Acting President of the Borough of Queens on the 19th day of Nov., 1923 as follows, to wit:

 “RESOLVED, That this Board does hereby initiate proceedings for the said local improvement to wit:

20 “For the construction of a sanitary sewer and appurtenances in 150TH AVE. from pumping station at 134th St. to Judith St., and JUDITH ST. from 150th Ave. to Farmers Boulevard, Borough of Queens” and which resolution is accompanied with an approximate estimate of the cost of work and the assessed value of the property benefited.

 RESOLVED, That the Board of Estimate and Apportionment hereby authorizes the President of the Borough of Queens
30 to prepare plans, specifications and an estimate of cost based on actual survey, and also to secure a determination of the boundary of the district of assessment; the entire expense of the work done subsequent to the date of this authorization to be charged against the Street Improvement Fund and later included in the assessment.

 RESOLVED, That the Board of Estimate and Apportionment will consider the authorization of the construction of the
40 said proposed improvement after the President of the Borough of Queens has submitted a statement showing that all of the above described work has been done, that he has secured the approval of the form of contract by the Corporation Counsel, that he is prepared to place the improvement under contract as soon as he receives the consent of the Board, and that the assessment map will be completed on or before the date of payment on acceptance; this report being accompanied by a further state-

EXHIBIT C-205 (*continued*).

ment showing the quantity of work to be performed under each item and the unit price thereof, the expense incurred for preliminary work, the allowance to be made for additional engineering and contingencies, the total probable cost, and the number of working days to be allowed the contractor for carrying out the work.

10

A true copy of a resolution adopted by the Board of Estimate and Apportionment.

JUNE 27th, 1924.

(Sgd.) PETER J. MCGOWAN,

Assistant Secretary.

20

30

40

EXHIBIT C-205 (*continued*).

RESOLUTION

BOARD OF ESTIMATE AND APPORTIONMENT

CITY OF NEW YORK

10

(Cal. No. 384-A)

A copy of a resolution of the Local Board of the Jamaica District, duly adopted by said Board on the 25th day of October, 1923, and approved by the Acting President of the Borough of Queens on the 19th day of November, 1923, having been transmitted to the Board of Estimate and Apportionment, as follows, to wit:

20 “Resolved, That this Board does hereby initiate proceedings for the said local improvement, to wit:

“For the construction of a sanitary sewer and appurtenances in 150th avenue from pumping station at 134th street to Judith street, and Judith street from 150th avenue to Farmers boulevard, Borough of Queens.”

30 — and thereupon, on the 27th day of June, 1924, resolutions having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of Queens to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey and further resolving that the Board of Estimate and Apportionment would consider the authorization of the construction of the proposed improvement after the President of the Borough of Queens had submitted certain statements as provided in the said resolutions, and the said resolutions having been duly complied with by the President of the Borough of Queens, as appears by papers and documents on the files of the Board of Estimate and Apportionment, and there having been presented to the Board
40 of Estimate and Apportionment an estimate in writing in such detail as the Board has directed that the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of \$1,279,600; and a statement of the assessed value according to the last preceding tax roll of the real estate included within the probable area of assessment, to wit, the sum of \$151,181,375, having also been presented; it is

EXHIBIT C-205 (*continued*).

Resolved, That the said resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvement.

10

A true copy of resolution adopted by the Board of Estimate and Apportionment, JANUARY 29, 1925.

JAMES MATTHEWS,
Assistant Secretary.

20

30

40

EXHIBIT C-205 (*continued*).

CITY OF NEW YORK

Office of

THE PRESIDENT OF THE BOROUGH OF QUEENS

10 Maurice E. Connolly
President

Bernard M. Patten
Borough Secretary

Long Island City, March 20, 1925

Honorable Charles L. Craig,
Comptroller City of New York.

20

Dear Sir:

Herewith I forward for registration in the Department of Finance copy of the following contract:

30 For the construction of a sanitary sewer and appurtenances in 150TH AVENUE from Pumping Station at 134th Street to Judith Street, and JUDITH STREET from 150th Avenue to Farmers Boulevard, Fourth Ward, Borough of Queens.

This contract is for Section 1 and includes the construction of a sanitary sewer and appurtenances in 150TH AVENUE beginning at a point about 33ft. west of 134th St. and extending to a point about 2.75 ft. east of 158th St.

Very truly yours,

40

MAURICE E. CONNOLLY,
President of the Borough of Queens.

Enclosure

JJR-L

EXHIBIT C-205 (*continued*).

CITY OF NEW YORK

Office of

THE PRESIDENT OF THE BOROUGH OF QUEENS

10 Maurice E. Connolly
President

Bernard M. Patten
Secretary

Long Island City, March 26, 1925.

Hon. Charles L. Craig,
Comptroller, City of New York.

20 Sir:—

Referring to contract, No. 74182;—

“For the construction of a sanitary sewer and appurtenances in 150TH AVENUE from Pumping Station at 134th Street to Judith Street, and in JUDITH STREET from 150th Avenue to Farmers Boulevard, Fourth Ward, Borough of

30 Queens; Contract No. 1.”

I beg to inform you that the contractor, Paino Brothers, 32 Court Street, Brooklyn, N. Y., has been ordered to commence the work embraced in said contract within seven days after services, by mail or otherwise, of the notice, irrespective of the date of same.

Yours very truly,

40

MAURICE E. CONNOLLY,
President of the Borough of Queens.

JJR-PJH

EXHIBIT C-205 (continued).

THE CITY OF NEW YORK

Office of

THE PRESIDENT OF THE BOROUGH OF QUEENS

10 Maurice E. Connolly
President

Bernard M. Patten
Secretary to President

Long Island City, October 20, 1926.

20 Hon. Chas. W. Berry, Comptroller,
Department of Finance,
Municipal Building,
New York City, N. Y.

Sir:—

In accordance with the recommendation of the Engineer of Sewers, this Department, I have granted an extension of time of one hundred (100) days, to Messrs. Paino Bros., 32 Court Street, Brooklyn, N. Y., in which to complete the work in connection with Contract No. 74182

30 "For the construction of a sanitary sewer in 150TH AVENUE from Pumping Station at 134th St. to Judith St., etc., 4th Ward (Contract #1)."

40 This was the first contract let in connection with the Jamaica trunk sewer system. The condition of the subgrade after excavation had been made was a great deal worse than we had anticipated. There was on this contract a head of water about 22 feet and the water percolated to the trench in great quantities. The contractor tried to remove this water by the ordinary means of pumping, but was bothered by a continual boiling of the bottom, so much that he was unable to reach the sub-grade. After working over three months by this method he had laid only 150 feet of sewer. He then resorted to well points, which greatly relieved this condition. The bottom was so bad, however, that we found it necessary to order in long piles, a timber foundation and a concrete cradle. All of this naturally slowed up the progress of the work.

EXHIBIT C-205 (*continued*).

In addition, the contractor was bothered by the tides, which backed up to the creeks around the contract to the site of the work. On two occasions abnormal tides broke over the dams, which he had erected, and completely flooded the sewer trench.

10 The delay on this contract has not caused an inconvenience to anyone as yet, because the continuing trunk sewer is not entirely completed; and it is for the above reasons that an extension of time was granted.

Very truly yours,

MAURICE E. CONNOLLY,
President of the Borough of Queens.

20 JK

30

40

EXHIBIT C-205 (continued).

GENERAL RELEASE

TO ALL TO WHOM THESE PRESENTS SHALL COME OR
MAY CONCERN, GREETING :

10 KNOW YE, That we PAINO BROS., 9215 Union Hall St.,
Jamaica, L. I., for and in consideration of the sum of Thirteen
thousand seven hundred eighty eight 20/100 Dollars, lawful
money of the United States of America, to us in hand paid by
The City of New York, have remised, released and forever dis-
charged, and by these presents do, for ourselves, our heirs, exe-
cutors, administrators and assigns, remise, release and forever
20 discharge the said City of New York of and from all and all
manner of action and actions, cause and causes of action, suits,
debts, dues, sums of money, accounts, reckonings, bonds, bills,
specialties, covenants, contracts, controversies, agreements,
promises, variances, trespasses, damages, judgments, extents,
executions claims and demands whatsoever in law or in equity,
which against said City of New York, we ever had, now have or
which we, our heirs, executors, administrators or assigns here-
after can, shall or may have, for, upon or by reason of a certain
contract or agreement made the 13 day of March A. D. 1925 by
and between PAINO BROS. and the said City of New York, for
CONTRACT NO. 74182, Sewer, &c., 150th Ave. &c., or by reason
30 of any matter, cause or thing whatsoever resulting or arising
therefrom, from the beginning of the world to the day of the
date of these presents. Excepting the sum of \$412.38 retained
as security.

IN WITNESS WHEREOF, we have hereunto set our hand
and seal the 2nd day of December in the year one thousand nine
hundred and twenty six.

PAINO BROS.,

40 By Angelo Paino [L. S.]
Sealed and delivered in the presence of Prop.

W. F. HEFFERNAN

EXHIBIT C-205 (*continued*).

STATE OF NEW YORK,
COUNTY OF NEW YORK, ss.:
CITY OF NEW YORK,

10 On this 2nd day of December, 1926, personally came and
appeared before me ANGELO PAINO to me known and known
to me to be the person described therein, and who executed the
foregoing instrument and acknowledged that he executed the
same for the uses and purposes therein mentioned.

W. F. HEFFERNAN,

Notary Public

Commissioner of Deeds, N. Y. City

Residing in N. Y. County

New York County Clerk's No. 12

20

Term expires Jan. 12, 1928

30

40

EXHIBIT C-205 (continued).

THE CITY OF NEW YORK

Office of

THE PRESIDENT OF THE BOROUGH OF QUEENS

10

BUREAU OF SEWERS.

EXTRACTS OF CONTRACT

20

For the construction of a sanitary sewer and appurtenances in 150TH AVENUE from Pumping Station at 134th Street to Judith Street, and JUDITH STREET from 150th Avenue to Farmers Boulevard, Fourth Ward, Borough of Queens.

THIS CONTRACT IS FOR SECTION 1

and includes

30 the construction of a sanitary sewer and appurtenances in 150TH AVENUE beginning at a point about 33 ft. west of 134th St. and extending to a point about 2.75 ft. east of 158th St. together with all the work incidental thereto.

Parties.

40 THIS AGREEMENT, made and entered into this 13th day of March, in the year one thousand nine hundred and twenty five, by and between The City of New York, party of the first part, by the President of the Borough of Queens, and Paino Bros., of 32 Court Street, Brooklyn, Contractor, party of the second part, pursuant to the provisions of The Greater New York Charter, and the resolution of the Board of Estimate and Apportionment adopted on the 27th day of June, 1924, of which resolution the following is a copy:

EXHIBIT C-205 (*continued*).

Covenant.

10 WITNESSETH, That the parties to these presents, each in consideration of the agreements on the part of the other herein contained, have mutually agreed, and hereby mutually agree, the party of the first part for itself and its successors, and the party of the second part for itself, himself or themselves, and its, his or their executors, administrators, successors and assigns, as follows:

Contract.

20 I. The contract for the hereinbefore entitled work shall include the following, which are hereby agreed upon as forming part and parcel thereof: the Proposal for Bids, the Bid, the Bond, this Agreement and the Specifications hereto annexed; also the Plan of the Work dated Dec. 8th, 1924, filed in the office of the President of the Borough, entitled: PLAN, PROFILE and DETAILS for the construction of a sanitary sewer and appurtenances in 150TH AVENUE from Pumping Station at 134th Street to Judith Street, and JUDITH STREET from 150th Avenue to Farmers Boulevard, Fourth Ward, Borough of Queens.

30 THIS CONTRACT IS FOR SECTION 1
and includes
the construction of a sanitary sewer and appurtenances in 150TH AVENUE beginning at a point about 33 ft. west of 134th St. and extending to a point about 2.75 ft. east of 158th St. and also Drawings of Standard Details pertinent thereto on file in the office of the Engineer.

Party of the first part.

40 II. Whenever the term "The City" or a word "President," or a pronoun in place of either, is used, it refers to and means The City of New York, the party of the first part hereto, or the President of the Borough of Queens, or his authorized representative.

EXHIBIT C-205 (continued).

Party of the second part.

Whenever the word "Contractor," or a pronoun in place thereof, is used, refers to and means the party of the second

10
.....
.....

T Y P E "B"

8'-0" Reinforced Concrete Pipe Sewer (Precast Type "B"), Per
Linear Foot, One hundred eight Dollars (\$108.00).

20 7'-6" Reinforced Concrete Pipe Sewer (Precast Type "B"), Per
Linear Foot, One hundred eight Dollars (\$108.00).
part hereto.

Manholes and Deep Manholes, Complete, Each, One hundred
Dollars (\$100.00).

30 Chamber in 150th Ave. at 150th St., Complete, Two thousand
Dollars (\$2,000.00).

Chamber in 150th Ave. at 158th St., Complete, Two thousand
Dollars (\$2,000.00).

"Risers" (C. I. Pipe Class "A"), Per Vertical Foot, Ten Dollars
(\$10.00).

40 6-inch Vitrified Pipe, House Connection Drains, Per Linear
Foot, Five Dollars (\$5.00).

.....
.....
.....

EXHIBIT C-205 (*continued*).

IN WITNESS WHEREOF, The President of the Borough of Queens, for and on behalf of The City of New York, and Contractor have executed this agreement in triplicate, one part of which is to remain with the President, one other to be filed with the Comptroller of The City of New York, and the third to be delivered to the Contractor.

10

THE CITY OF NEW YORK

By MAURICE E. CONNOLLY,

President of the Borough of Queens.

PAINO BROS., Contractor.

By FRANK L. PAINO.

20

The City and State of New York, ss.:
County of Queens,

On this 20th day of March, 1925, before me personally came MAURICE E. CONNOLLY, to me known and known to me to be the President of the Borough of Queens, of the City of New York, the person described as such in and who as such executed the foregoing instrument, and he acknowledged to me that he executed the same as said President for the purposes therein mentioned.

30

JEFFERSON J. REILLY,

Commissioner of Deeds, New York City.

40

EXHIBIT C-205 (continued).

Certificate of acknowledgment of contractor, if a partnership.

State of New York, ss.:
County of Queens,

10 On this 13th day of March, 1925, before me personally came FRANK PAINO, to me known and known to me to be a member of PAINO BROS. the firm described in and which executed the foregoing contract, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purposes therein mentioned.

.....

Commissioner of Deeds, The City of New York.

20 KNOW ALL MEN BY THESE PRESENTS, That we PAINO BROS, hereinafter called the "Contractor," and United States Fidelity Guaranty Company, Eagle Indemnity Co., Fidelity and Deposit Co. of Md. and Aetna Casualty and Surety Co., hereinafter called the "Surety", are held and firmly bound unto The City of New York, in the sum of Four hundred thousand DOLLARS, lawful money of the United States of America, to be paid unto THE CITY OF NEW YORK, or to its certain attorneys, successors or assigns; for which payment, well and
30 truly to be made, we and each of us do bind ourselves, and our several and respective heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 13th day of March, 1925.

40 WHEREAS, The above bounden Contractor, by an instrument in writing, signed by said Contractor and bearing even date with these presents, one part whereof is hereto annexed, has contracted with The City of New York, by the President of the Borough of Queens, to furnish all the labor and materials, and to excavate for, build, construct and in all respects complete, sanitary sewer in 150th Street, from Pumping Station at 134th St. to Judith Street, etc., 4th Ward, together with all the work incidental thereto, as is fully and at large set forth and described in the contract aforesaid.

EXHIBIT C-205 (continued).

This contract is for section 1 and includes the construction of a sanitary sewer and appurtenances in 150TH AVENUE beginning at a point about 33 feet west of 134th Street and extending to a point about 2.75 feet east of 158th Street.

10 NOW, THEREFORE, The condition of the above obligation is such that if the said above bounden Contractor and its, his or their heirs, executors, administrators and assigns, or any or either of them, shall well and truly, and in a good, sufficient and workmanlike manner, perform or cause to be performed the said contract, and each and every of the covenants, promises, agreements and provisions therein contained to be performed by said Contractor, and complete the same within the period therein stipulated, and in each and every respect comply with the conditions therein contained, then this obligation to be void; otherwise, to remain in full force and virtue.

20

PAINO BROS [L. S.]

By FRANK L. PAINO.

U. S. Fidelity and Guaranty Co.,

By C. D. MARSAC,
Attorney-in-Fact.

30

Attest. WILLIAM H. ESTWICK,
Attorney-in-Fact.

Eagle Indemnity Company,

By EDWARD S. CARMICK,
Attorney-in-Fact.

The Aetna Casualty and Surety Company,

40

By E. B. SOUTHWORTH, Jr.,
Resident Vice President.

Attest. EDGAR HETTERINGTON,
Resident Assistant Secretary.

Fidelity and Deposit Company of Maryland,

By JOHN A. GRIFFIN,

Attest. CHARLES M. CLARK,
Attorney-in-Fact.

EXHIBIT C-205 (*continued*).

Certificate of acknowledgement of bond by the Contractor,
if a partnership.

State of New York, ss.:
County of Queens,

10 On this 13th day of March, 1925, before me personally
came FRANK PAINO, to me known and known to me to be a
member of PAINO BROS, the firm described in and which exe-
cuted the foregoing bond or obligation, and he acknowledged to
me that he subscribed the name of said firm thereto on behalf
of said firm for the purpose therein mentioned.

JEFFERSON J. REILLY,
Commissioner of Deeds, New York City.

20

FUNDS

30 It is hereby certified that the estimated cost of the work
and materials required by the within contract is Seven hundred
forty nine thousand two hundred forty DOLLARS (\$749,240.00),
and is chargeable to the Street Improvement Fund of The City
of New York.

MAURICE E. CONNOLLY,
President of the Borough of Queens.

The City of New York, Mar 20 1925.

40

EXHIBIT C-205 (continued).

SPECIFICATIONS

(Extracts)

10

.....

 General dimensions of pipes and minimum test load
 per lin. ft. of pipe.

T Y P E "B"

20

Cement Concrete Pipe With Reinforcement.

313. Reinforced cement concrete pipe used shall be circular in section with or without flat base and shall conform in dimensions as shown in table.

Size	Minimum Thickness.	Minimum Lenght in Feet.	Minimum Joint Length Inches.	Minimum Test Load Per Lin. Foot of Pipe.
24"	3"	4'	3"	3350 Lbs.
27"	3½"	4'	3"	3700 Lbs.
30"	3½"	4'	3"	4400 Lbs.
33"	4"	4'	3"	4600 Lbs.
36"	4"	4'	4"	4800 Lbs.
39"	4"	4'	4"	5200 Lbs.
42"	4½"	4'	5½"	5600 Lbs.
45"	4½"	4'	5½"	6100 Lbs.
48"	5"	4'	5½"	6600 Lbs.
51"	5"	4'	5½"	7050 Lbs.
54"	5½"	4'	5½"	7500 Lbs.
57"	5½"	4'	5½"	7750 Lbs.
60"	6"	4'	5½"	8000 Lbs.
63"	6"	4'	5½"	8400 Lbs.
66"	6½"	4'	5½"	8800 Lbs.

40

EXHIBIT C-205 (continued).

	72"	7"	4'	5½"	9400 Lbs.
	78"	8"	4'	5½"	10400 Lbs.
	84"	8"	4'	5½"	11200 Lbs.
	90"	8½"	4'	5½"	12000 Lbs.
	96"	8½"	4'	5½"	12800 Lbs.
	102"	9"	4'	5½"	13600 Lbs.
10	108"	9"	4'	5½"	14400 Lbs.

Testing pipe.

Reinforced concrete pipe shall not have less thickness of concrete, less length of pipe or joint than specified above, and two (2) pipes for each size of sewer (reinforced concrete) shall be selected at random for a load test. These pipes shall be tested at the age of twenty-one (21) days and the total load specified per linear foot shall be applied on the upper half of the sewer.

20 The lower half of the pipe shall be supported in a cradle covering an arc 180 degrees. The pipe shall sustain these loads per lineal foot without hair-cracks of any kinds whatsoever. Failure to fulfill the above requirements in the manner set forth will be sufficient cause for the rejection of the pipe. Testing of pipe shall be done by the contractor at his own expense and under the supervision and to the satisfaction of the Engineer-in-Charge of Engineering Construction.

30 Material of pipe, cement, sand, stone, or gravel.

132. Reinforced concrete pipe shall be constructed at the site of the work, in a shed if the weather requires, and the pipe shall be made by a manufacturer of established reputation, who shall have had previous experience in the manufacture of reinforced concrete pipe. The cement, sand, stone or gravel shall conform to the specifications of the Division of Sewers, Bureau of Engineering Construction. The forms shall be of steel and the reinforcing steel shall be held at all times against displacement in tamping. Concrete shall be an accurate 1—1—2 mix. Each pipe shall be stamped as made with date of manufacture.

40

Joints.

133. The pipe shall be of the bell and spigot type, the bell not to project beyond the body of the pipe, but to be flush with it.

EXHIBIT C-205 (*continued*).

No pipe having a butt joint will be considered. No variation over one-half ($\frac{1}{2}$) per cent. from the hereinbefore mentioned dimensions will be permitted.

Jointing.

- 10 134. All joints to be made of 1 : 2 Portland cement mortar. The mortar shall be thoroughly trowelled in the recess in the interior of the pipe up to the spring line, making a continuous invert. After this has been done, steel forme especially designed for the purpose shall be placed over and around the entire joint, and the mortar for sealing the arch portions grouted or poured through an opening in the crown of the pipe. Joints must be watertight.

Laying pipe.

- 20 135. No pipe not marked with date of manufacture shall be laid or accepted. No pipe shall be laid in the trench which has not been seasoned for twenty-one (21) days, unless otherwise specially ordered by the Engineer-in-Charge of Engineering Construction.

Steel for reinforcement.

- 30 136. Reinforcing steel may be either expanded metal, deformed bars, or wire mesh, such as American Steel & Wire Company's or Clinton Wire Cloth. For all sizes of reinforced concrete pipe, reinforcing shall be at distances not less than one (1) inch from the surface.

Spurs.

- 40 137. Reinforced concrete pipe shall have openings to receive spur and branch connection wherever required by the Plans. The openings shall be made in a manner satisfactory to the Engineer-in-Charge of Engineering Construction.

Disposal of water from trenches.

138. The provisions of paragraph No. 11 of the specifications shall be in full force and effect, even though reinforced concrete pipe shall be furnished on this contract.

EXHIBIT C-205 (continued).

Rejection of defective pipe.

139. Pipe damaged from handling or any cause whatsoever, whether in or out of the trench, shall be replaced and removed from site of the work at the expense of the contractors.

10 **Depth of cover.**

139a. Where depth of cover on precast pipe sewer is sixteen feet (16') or over extra reinforcing steel shall be used in the pipe to take care of the increased stresses. The cost of such extra steel shall be included in the price bid for precast pipe sewers.

Measurements.

20 139b. Precast concrete pipe, Type "B" will be paid for from the inside face of all chambers.

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EXHIBIT C-36.

10

EXHIBIT C-36

20 *(Contract between Allan and City of New York, 150th Sewer,
March 16, 1925).*

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40

EXHIBIT C-36 (continued).

1939

Eagle Indemnity Company

New York

FINANCIAL STATEMENT, DECEMBER 31st, 1924

ASSETS

Government Bonds.....	\$ 872,700.00	
State and Municipal Bonds.....		
Railroad Stocks and Bonds.....	1,215,550.00	
Public Utility Bonds.....	96,500.00	
Miscellaneous Bonds.....	<u>49,000.00</u>	
Total Market Valuation		\$2,233,750.00
Cash in Offices and Banks.....		338,737.93
Accrued Interest.....		30,249.13
Premiums in Course of Collection (under 90 days).....		417,141.78
Other Assets.....		<u>14,277.32</u>
Total Admitted Assets		<u>3,005,601.52</u>

LIABILITIES

Reserve for Claims and Suits, Legal.....	\$ 569,313.37	
Reserve for Unearned Premiums.....	962,199.28	
Reserve for Commissions on Outstanding Premiums.....	91,634.07	
Reserve for State Taxes Due or Accrued.....	40,000.00	
Reserve for Sundry Bills Due and Payable.....	5,000.00	
Voluntary Additional Reserve for Claims and Suits	<u>313,267.63</u>	
		1,981,414.35
Capital fully paid in	\$787,500.00	
Net Surplus over all Liabilities	236,687.17	<u>\$1,024,187.17</u> <u>\$3,005,601.52</u>

(Surplus to Policyholders \$1,024,187.17)

STATE OF NEW YORK }
 COUNTY OF NEW YORK } ss

..... RICHARD F. GIBSON , being duly sworn, says that he is the
 Secretary of the EAGLE INDEMNITY COMPANY, and that the
 foregoing is a true and correct statement of the said Company's financial condition as of the 31st day of
 December, 1924.

Sworn to before me this..... 21st }
 day of January 1925 }

..... R. F. GIBSON
 Secretary.

..... ROBERT G. BRIGGS

NOTARY PUBLIC
 KINGS COUNTY NO. 215
 FILED IN N. Y. CO. NO. 420

EXHIBIT C-36 (continued).

31E-2010-24-B

BOARD OF ESTIMATE AND APPORTIONMENT

CITY OF NEW YORK

(Cal. No. 384-A)

A copy of a resolution of the Local Board of the Jamaica District, duly adopted by said Board on the 25th day of October, 1923, and approved by the Acting President of the Borough of Queens on the 19th day of November, 1923, having been transmitted to the Board of Estimate and Apportionment, as follows, to wit:

"Resolved, That this Board does hereby initiate proceedings for the said local improvement, to wit:

"For the construction of a sanitary sewer and appurtenances in 150th avenue from pumping station at 134th street to Judith street, and Judith street from 150th avenue to Farmers boulevard, Borough of Queens."

—and thereupon, on the 27th day of June, 1924, resolutions having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of Queens to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey and further resolving that the Board of Estimate and Apportionment would consider the authorization of the construction of the proposed improvement after the President of the Borough of Queens had submitted certain statements as provided in the said resolutions, and the said resolutions having been duly complied with by the President of the Borough of Queens, as appears by papers and documents on the files of the Board of Estimate and Apportionment, and there having been presented to the Board of Estimate and Apportionment an estimate in writing in such detail as the Board has directed that the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of \$1,279,600; and a statement of the assessed value according to the last preceding tax roll of the real estate included within the probable area of assessment, to wit, the sum of \$151,181,375, having also been presented; it is

Resolved, That the said resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvement.

A true copy of resolution adopted by the Board of Estimate
and Apportionment, JANUARY 29, 1925.

James R. Arthur

Assistant Secretary

EXHIBIT C-36 (continued).

President of the Borough of Queens—Bureau of Sewers

SUMMARY OF PROPOSALS

NO. 1

TYPE "A" OF SEWER D.C. STANDARD.
AWIXA CORPORATION

Lowest Bidder

Contract Awarded to

O-3A
Date 28

For the construction of a sanitary sewer and appurtenances
in 150th AVENUE fromumping Station at 154th Street to
Judith Street, and JUDITH STREET from 150th Avenue to
Farmers Boulevard, Fourth Ward, Borough of Queens.

CONTRACT NO. 3

2,649 Linear Feet 7'-0" Reinforced Con-
crete Sewer
26 Manholes and Deep Manholes
1 Chamber in 150th Avenue at Judith Street
1 Chamber in Judith Street near Farmers
1 Chamber in 154th Street at Farmers
1,300 Vertical Feet of "Risers" 10.1.1.1.1.1.
60 Linear Feet 2'-1/2" High Rigid Pipe
House Connections including Pipe

Bids opened on FEBRUARY 13, 1925

Surities \$ 200,000.00

Deposit \$ 10,000.00

Engineer's Estimate - \$288,520.00 - 1/26/25

Time
Allowed
No. of Working
Days 250

BIDDER	TOTAL AMOUNT	UNIT PRICES	REMARKS
● AWIXA CORPORATION	513,370.00	130.00 300. 10000.10000. 5000. 5.00 5.00 =	\$129,150 ⁰⁰ - 33.6% higher than Engineers estimate
ANGLO PAISO	520,075.00	135.00 300. 5000. 5000. 5000. 4.00 1.00	
DUIT INC.	669,575.00	175.00 300. 3500. 3500. 3500.10.00 5.00	\$156,205 ⁰⁰ - 30.4% higher than lowest bid for Type A

Lowest "B" Highest "A"
\$407,045⁰⁰ \$669,575⁰⁰ = \$262,530⁰⁰ - 64 1/2% between lowest and highest bids

EXHIBIT C-36 (continued).

19,214,17

**President of the Borough of Queens—Bureau of Sewers
SUMMARY OF PROPOSALS**

No. 1

Lowest Bidder

F Y P E "B"
DAMIAN COST. CO.

Contract Awarded to

Date

For the construction of a sanitary sewer and appurtenances
in 150TH AVENUE from Pumping Station at 154th Street to
Judith Street, and JUDITH STREET from 15th Avenue to
FARMERS Boulevard, Fourth Ward, Borough of Queens.

Contract No. 2

Bids opened on FEBRUARY 15, 1925

Surities \$ 200,000.00

Deposit \$ 10,000.00

Engineer's Estimate - \$385,620.00-1/26/25

3,649 Linear Feet 7'-0" Reinforced Con-
crete Pipe Sewer (Present Type "B")
24 Manholes and Deep Manholes
1 Chamber in 150th Avenue at Judith Street
1 Chamber in Judith Street near Farmers
Boulevard
1 Chamber in Judith Street near Farmers
Boulevard
1,500 Vertical Feet of "Risers" (C.I. Pipe
Class "A")
60 Linear Feet 6'-inch Vitrified Pipe House
Connection Drains

Time

Allowed

No. of Working

Day\$50

BIDDER

TOTAL AMOUNT

UNIT PRICES

REMARKS

● DAMIAN COST. CO.	407,045.00	105.00	400.	2500.	2500.	2500.	5.00	5.00
AFIXA CORPORATION	414,847.00	103.00	300.	5000.	10000.	10000.	5.00	5.00
JOHN D. WALSH INC.	432,472.00	109.00	1000	1085.	1800.	1800.	4.60	1.10
ANGELO PAINO	465,340.00	120.00	300.	5000.	5000.	5000.	4.00	1.00
DUIT INC.	614,840.00	160.00	300.	3500.	3500.	3500.	10.00	5.00

EXHIBIT C-36 (continued).

Form N-8

191-32-11 (B) 10,000

PRES. BOROUGH QUEENS

Proposals for

OPENED

FEB 13 1925

SURETIES, \$ 200,000

Proposals.

SEALED BIDS WILL BE RECEIVED BY the President of the Borough of Queens, at his office, 4th floor, Queens Subway Building, 68 Hanterspoint ave., L. I. City, until 11 a. m., on

FRIDAY, FEBRUARY 13, 1925.

NO. 1. FOR THE CONSTRUCTION OF A SANITARY SEWER AND APPURTENANCES IN 150TH AVE. FROM PUMPING STATION AT 134TH ST. TO JUDITH ST., AND JUDITH ST. FROM 150TH AVE. TO FARMERS BLVD., FOURTH WARD, BOROUGH OF QUEENS, CONTRACT NO. 2.

The Engineer's estimate of the quantities is as follows:

Type "A" or Sewer Department Standard.
3,649 linear feet 7-foot reinforced concrete sewer.

24 manholes and deep manholes.
1 chamber in 150th ave. at Judith st.
1 chamber in Judith st., near Farmers Blvd.
1 chamber in Judith st. at Farmers Blvd.
1,300 vertical feet of "risers" (cast iron pipe, class "A").
60 linear feet 6-inch vitrified pipe house connection drains.

Type "B."

3,649 linear feet 7-foot reinforced concrete pipe sewer (precast type "B").

24 manholes and deep manholes.
1 chamber in 150th ave. at Judith st.
1 chamber in Judith st., near Farmers Blvd.
1 chamber in Judith st. at Farmers Blvd.
1,300 vertical feet of "risers" (cast iron pipe, class "A").
60 linear feet 6-inch vitrified pipe house connection drains.

The time allowed for completing the above work will be two hundred and fifty (250) working days.

The amount of security required will be Two Hundred Thousand Dollars (\$200,000).

DEPOSIT

	<i>10000 Duct Inc</i>	<i>Angelo Cairns</i>	<i>Comp</i>
	<i>N</i>	<i>N</i>	<i>N</i>
	175	135	130
	300	300	300
	3500	5000	10000
	3500	5000	10000
	3500	5,000	5000
	10	4	5
	5		5

<i>John Malah Inc</i>	<i>Dign Inc</i>	<i>Angelo Cairns</i>	<i>Comp</i>	<i>Hammon</i>
<i>N</i>	<i>N</i>	<i>N</i>	<i>N</i>	<i>N</i>
109	160	120	103	105 ✓
1000	300	300	300	400 ✓
1085	3500	5000	5000	2500 ✓
1800	3500	5000	10000	2500
1800	3500	5000	10000	2500 ✓
4 ⁶⁰	10	4	5	5 ✓
10	5	1	5	5 ✓
✓			✓	✓

N 2/18

7.00

✓

ES Chanly

EXHIBIT C-36 (continued).

ACCIDENT AND LIABILITY DEPARTMENT
AETNA LIFE INSURANCE COMPANY
THE
AETNA CASUALTY AND SURETY COMPANY
AUTOMOBILE INSURANCE COMPANY
OF HARTFORD CONNECTICUT
MORGAN B. BRAINARD, PRESIDENT

JOHN S. TURN, SECRETARY IN CHARGE
NEW YORK BRANCH OFFICE
100 WILLIAM STREET
TELEPHONE-BEEKMAN 9000

NEW YORK, N.Y.,
February 28, 1925.

HON. CHARLES L. CRAIG,

Comptroller of the City of New York.

SIR:-

Hammam Construction Co., of 120 Liberty St., New York, has

been awarded a contract by the City of New York,

of
for construction of a sanitary sewer in 150th Ave., - 134th St. to Smith St.,
etc. Borough of Queens, and it has
requested this Company to prepare the Surety Bond in the amount
of \$50,000.00.

We desire to furnish the bond as requested subject
to your approval as to its adequacy and sufficiency.

Respectfully,

THE AETNA CASUALTY AND SURETY COMPANY,

By: *L. H. Brainard*
RESIDENT VICE PRESIDENT.

The adequacy and sufficiency of the above bond is
herein approved and THE AETNA CASUALTY AND SURETY COMPANY may be
notified to execute the Surety Bond and attach it to the contract.

This letter of approval should be affixed to and
made a part of the original contract to be hereafter filed in the
Department of Finance.

345 54

MAR 12 1925

CL 127

W. C. DeWitt
Deputy and Acting COMPTROLLER.

EXHIBIT C-36 (continued).

Dated, New York, February 29th 1925

Opening of 19

Hon. Charles L. Craig

Comptroller.

Sir:

~~Hansen~~ Construction Co., has been awarded a contract by the Department of President of the Borough of Queens the construction of a sanitary sewer and appurtenances in 150th Ave. from pumping station at 134th Street to Judith Street and in Judith Street from 150th Ave. ~~from~~ to Farmers Blvd, Fourth Ward, Borough of Queens, Contract No. 2

he has and requested this Company to prepare the surety bond in they have the sum of \$50,000.

We desire to furnish the bond as requested subject to your approval as to its adequacy and sufficiency.

Respectfully,

EAGLE INDEMNITY COMPANY,

By

Attorney-in-Fact.

Department of _____

The adequacy and sufficiency of the above bond is herein approved and the EAGLE INDEMNITY COMPANY/^{110 William Street} may now be notified to execute the surety bond and attach it to the contract.

This letter of approval should be affixed to and made a part of the original contract to be hereafter filed in the Department of Finance.

MAR 12 1925
F 200—Met. E 385

Deputy and Acting Comptroller.

EXHIBIT C-36 (continued).

N. Y. 207 A

R. Howanland, President.

Capital Paid in Cash \$5,000,000



United States Fidelity and Guaranty Company

Alonzo Gore Oakley,
Edward R. Lewis
Manager

75 William Street,

Telephone
Bowling Green 2120

New York

Feb. 19th 1925.

Hon. Charles J. Craig
Comptroller,
New York, N.Y.

17708

Sir: Gamman Construction Co.

has been awarded a contract by the Department of
President of the Borough of Queens for Const. of
sewer in 150th St, from 134th to 135th
Sts, etc Queens and it has requested this Company
to prepare the surety bond in the sum of \$100,000.00

We desire to furnish the bond as requested subject to your
approval as to its adequacy and sufficiency.

Respectfully yours,

UNITED STATES FIDELITY AND GUARANTY COMPANY.

By: [Signature] Attorney-in-fact.

Attest: [Signature] Attorney-in-fact.

Department of

The adequacy and sufficiency of the above bond is herein ap-
proved and the United States Fidelity and Guaranty Company may now
be notified to execute the surety bond and attach it to the contract.

This letter of approval should be affixed to and made a part of
the original contract to be hereafter filed in the Department of
Finance.

B

[Signature]
Deputy and Acting Comptroller.

EXHIBIT C-36 (continued).

THE CITY OF NEW YORK—DEPARTMENT OF FINANCE

OFFICE OF THE COMPTROLLER

CONTRACT SUMMARY

74178

CONTRACTOR Hammen Construction Co.

NO. 74178

NAMES OF SURETIES United States Fidelity & Guaranty Co.
Aetna Casualty & Surety Co.
Eagle Indemnity Co.

AMOUNT OF BOND \$200,000.00

DATE OF AWARD March 10, 1925 DEPARTMENT of President of the Borough of Queens

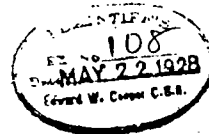
DATE OF CONTRACT March 16, 1925 BOROUGHS DATE OF EXPIRATION

DATE OF FILING DAMAGES PER DAY DATE PAID IN FULL 12/15/26

DESCRIPTION OF WORK

For the construction of a sanitary sewer and appurtenances in 150th Avenue from Pumping Station at 134th Street to Judith Street and in Judith Street from 150th Avenue to Farmers Boulevard, Fourth Ward, Borough of Queens. This contract is for Section 2 and includes the construction of a sanitary sewer and appurtenances in 150th Avenue from a point about 2.75 feet east of 158th Street to Judith Street, and in Judith Street to Farmers Boulevard.

A.E. 7/17/25
R.E. 3/10/25
170535
1343



ORIGINAL ESTIMATE, \$ 407,405.00
17,053.80
424,458.80
ACCOUNTS TO BE CHARGED

C. F. M. -25 P. Y. 48 People of State N. Y. v. Heirs John Phillip
PLAINTIFF'S EXHIBIT 2036
DEFENDANT'S EXHIBIT
1-29-31 CLERK J.R.

The obligation of this surety bond ceases as to anything occurring after August 27, 1926

RESERVED FOR RUBBER STAMPS

If the conditions of the contract have been complied with, the retained percentage (if any) is due on or after August 27, 1926

George H. Mortimer
Inspector

LIENS AND ASSIGNMENTS

Assignment filed, Industries Development Corp. acc. Money

EXHIBIT C-36 (continued).

Form L 29

CONTRACT SUMMARY, ESTIMATES AND PAYMENTS

ORIGINAL ESTIMATE, ADDITIONS AND REDUCTIONS

DATE	CTF. No.	AMOUNT	DATE	CTF. No.	AMOUNT
------	----------	--------	------	----------	--------



PAYMENTS, AMOUNTS RETAINED AND EARNED

DATE	% PAYMENTS	AMOUNT PAID TO DATE	AMOUNT RETAINED TO DATE	AMOUNT EARNED TO DATE
9-15-25	48972 75	N 48972 75	8642 25	57615 00
11-20-25	57251 75	106224 50	18745 50	124970 00
11-27-25	50383 75	156608 25	27636 75	184245 00
12-15-25	81668 00	238276 25	42048 75	280325 00
1-21-26	77881 25	316157 50	55792 50	371950 00
2-19-26	29254 45	345411 95	60955 05	406367 00
5-14-26	78793 28	424205 23	253 27	424458 50
11-18-26	253 27	424458 50		
	<u>424458 50</u>			

IN FULL

EXHIBIT C-36 (continued).

THE CITY OF NEW YORK
ADVISE OF AWARD OF CONTRACT

23 8-4087-23-B

CONTRACT No. _____
(To be filled in by the Dept. of Finance.)

to be retained by the Accounting Division, Department of
 Dept: PRESIDENT OF THE BOROUGH OF QUEENS, Date: MAR 10 1925
 Comptroller of The City of New York:

Please take notice that the following described contract has this day* been awarded to Contractor.....
Hammen Construction Company,

Address..... 279 Madison Avenue, Perth Amboy, N. J.

SURETIES	AMT. OF BOND
<u>UNITED STATES FIDELITY & GUARANTY CO.,</u> <u>100,000</u>	<u>\$200,000.00</u>
<u>AETNA CASUALTY & SURETY CO.,</u> <u>50,000</u>	
<u>EAGLE INDEMNITY CO.,</u> <u>50,000</u>	<u>42,768</u>

DETAILS OF PURPOSE OF CONTRACT

For the construction of a sanitary sewer and appurtenances in 150TH AVENUE from Pumping Station at 134th Street to Judith Street, and in JUDITH STREET from 150th Avenue to Farmers Boulevard, Fourth Ward, Borough of Queens.....

This contract is for Section 2 and includes the construction of a sanitary sewer and appurtenances in 150TH AVENUE from a point about 275 feet east of 158th Street to Judith Street; and in JUDITH STREET to Farmers Boulevard.....

Type "B" ✓

LINE No.	CONTRACT CHARGEABLE TO CODE No.	ESTIMATED AMOUNT	CONTRACTS PREVIOUSLY AWARDED (Including Adjustments)	OPEN MARKET ORDERS ISSUED TO DATE (Including Adjustments)	MISC. VOUCHERS, PAYROLLS, AND OTHER CHARGES	UNENCUMBERED BALANCE	
1	<u>C.P.M. 25</u> ✓	<u>\$407,405.00</u>	<u>\$178,177.97</u>	<u>\$ 23,452.83</u>	<u>\$1191 686 50</u>		
2							
3							
4							

Enter full titles of accounts below and refer to code numbers by means of line numbers in margin

1	<u>Street Improvement Fund</u>
2	
3	
4	

E. A. 1/20/25 # 387A

Yours respectfully,
Walter S. Murray
 President Borough of Queens, Head of Dept.

* This will be the date of the entry by which the fund is charged with the estimated amount of the contract both in the department making the award and by the Department of Finance. There must therefore be no delay in forwarding this advice.

EXHIBIT C-36 (continued).

THE AETNA CASUALTY AND SURETY COMPANY



OF HARTFORD, CONNECTICUT



STATE OF NEW YORK
COUNTY OF New York

On this 16th day of March, 1925, before me personally appeared L. H. Crossman of THE AETNA CASUALTY AND SURETY COMPANY, with whom I am personally acquainted, who, being by me duly sworn, says that he resides in Ridgewood, N. Y., that he is a Resident Vice President of THE AETNA CASUALTY AND SURETY COMPANY, the corporation described in and which executed the within instrument; that he knows the corporate seal of said Company; that the seal affixed to the within instrument is such corporate seal; that it was affixed by order of the Board of Directors of said Company, and that he signed said instrument as Resident Vice President of said Company by like order. And said L. H. Crossman further said that he is acquainted with Harry J. Warner and knows him to be a Resident Assistant Secretary of said Company, that the signature of the said instrument is in the genuine handwriting of the said Harry J. Warner and that the Superintendent of Insurance of the State of New York has, pursuant to Chapter 33 of the Laws of the State of New York for the year 1909 constituting Chapter 28 of the Consolidated Laws of the State of New York known as the Insurance Law, as amended by Chapter 183 of the Laws of the State of New York for the year 1913, issued to THE AETNA CASUALTY AND SURETY COMPANY his certificate that said Company is qualified to become and be accepted as surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law, and that such certificate has not been revoked.

James M. Stone
Notary Public
My Commission Expires

At a regular meeting of the Board of Directors of THE AETNA CASUALTY AND SURETY COMPANY, duly called and held on the 30th day of August, A. D. 1917, on motion duly made and seconded the following resolution was adopted:

RESOLVED, That Resident Vice Presidents may sign and execute on behalf of the Company any and all bonds and undertakings and other writings obligatory in the nature of a bond, and may bind the Company thereby as fully and to the same extent as the President or any other officer could bind it; such bonds and undertakings, however, to be attested in every instance by a duly appointed Resident Assistant Secretary.

On motion duly made and seconded, the following resolution was adopted:
RESOLVED, That Resident Assistant Secretaries may affix the seal of the Company to and attest on behalf of the Company any and all bonds and undertakings and other writings obligatory in the nature of a bond, and may bind the Company thereby as fully and to the same extent as the Secretary or any other officer could bind it; such bonds and undertakings, however, to be signed and executed in every instance by a duly appointed Resident Vice President.

On motion duly made and seconded, the following resolution was adopted:
RESOLVED, That Attorneys-in-Fact may execute and deliver and attach the seal of the Company to any and all bonds and undertakings and other writings obligatory in the nature of a bond on behalf of the Company, and any such instrument, executed by any such Attorney-in-Fact when attested by any other Attorney-in-Fact, shall be as binding upon the Company as if signed, sealed and attested by any officer of the Company.

On motion duly made and seconded, the following resolution was adopted:
RESOLVED, That the President, Vice President, Secretary or any Assistant Secretary may at any time revoke the appointment of any of the above appointees and thereby terminate the authority of said appointee to sign and execute bonds in behalf of the Company, provided that the authority to sign and execute bonds in any court where these resolutions are on file shall be deemed to continue until notice of revocation of authority has been filed in said court.

State of New York, County of New York, ss.
I, Harry J. Warner, Resident Assistant Secretary, of THE AETNA CASUALTY AND SURETY COMPANY, of Hartford, Connecticut, hereby certify that the foregoing resolution has been compared with the original thereof, as recorded in the Minute Book of said Company, and that the same is a true and correct transcript therefrom, and of the whole of said original Resolution.

Given under my hand and the seal of the Company, at the city of New York, this 16th day of March, 1925.
Harry J. Warner
Resident Assistant Secretary.

EXHIBIT C-36 (continued).

THE AETNA CASUALTY & SURETY COMPANY

OF

HARTFORD, CONNECTICUT

FINANCIAL STATEMENT

as of

December 31, 1923

<i>Assets</i>	<i>Liabilities</i>
Mortgage Loans . . . \$2,597,579.37	Premium Reserve . . . \$7,305,450.81
Collateral Loans . . . 158,815.05	Claim Reserve . . . 3,883,450.22
Stocks and Bonds . . . 12,283,645.20	Reserve for Accrued Taxes . . . 485,601.09
Unpaid Premiums. Subsequent to October 1, 1923 . . . 2,467,678.74	Reserve for Other Liabilities . . . 1,009,912.63
Unpaid Premiums Prior to October 1, 1923 . . . 4,671.35	Total Liabilities
Cash in Office and Banks . . . 1,215,489.77	except Capital 12,684,414.75
Accrued Interest . . . 225,474.59	
All other Assets . . . 111,314.39	
Total Assets . . . 19,064,668.46	
Deduct Assets not allowed by Insurance Departments, viz.:-	
Unpaid Premiums prior to October 1, 1923 . . . 4,671.35	Surplus . . . 6,360,253.71
Other Assets . . . 60,343.98	Less Assets not allowed by Insurance Departments . . . 65,015.33
	Surplus on basis allowed by Insurance Departments . . . 4,315,238.38
	Capital Stock . . . 2,000,000.00
	6,315,238.38
Admitted Assets on basis allowed by Insurance Departments . . . 18,999,653.13	TOTAL . . . 18,999,653.13

State of New York }
 County of New York } ss.:

Harry J. Warner being duly sworn, says: that he is
 Resident Assistant Secretary of THE AETNA CASUALTY AND SURETY
 COMPANY and that, to the best of his knowledge and belief, the foregoing is a true and correct statement
 of the financial condition of said Company as of December 31, 1923.

Subscribed and sworn to before me March 16, 1925. Harry J. Warner
 Resident Assistant Secretary.

James H. [Signature]
 Notary Public
 My Commission expires

EXHIBIT C-36 (continued).

NY 450 2 IM
 State of New York, County of New York, ss:

On the 19 day of MAR 1925

Charles E. Finken, to me known, who, being by me duly sworn, did depose and say that he resides in the City of New York; that he is Attorney-in-fact of the UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in, and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that said Company has received from the Superintendent of Insurance of the State of New York a certificate of solvency and of its sufficiency as surety or guarantor, under Chapter 182 of the Insurance Law of the State of New York as amended by Chapter 182 of the Laws of 1913, and that such certificate has not been revoked. And the said Charles E. Finken further said that he is acquainted with ADOLPHUS A. JACOBSON and knows him to be the Attorney-in-fact of said Company; that the signature of said ADOLPHUS A. JACOBSON subscribed to the within instrument, is in the genuine handwriting of said ADOLPHUS A. JACOBSON and was subscribed thereto by like order of said Board of Directors, and in the presence of him the said

Charles E. Finken

At a special meeting of the Board of Directors of the UNITED STATES FIDELITY AND GUARANTY COMPANY, held at the office of the Company, in the City of Baltimore, State of Maryland, on the 2nd day of June, A. D. 1921, the following resolution was unanimously adopted:

Resolved, That ALONZO GORE OAKLEY or EDW. R. LEWIS or ADOLPHUS A. JACKSON or WILLIAM H. ESTWICK or GILMAN ASHBURNER or A. VAN TAMBACHT or E. G. BARCOCK or C. D. MARSAC or S. FRANK HEDGES or CHARLES E. FINKEN or KERN J. MULLEN or ALBERT J. WYLAND or KENNETH H. WOOD or WILLIAM S. HERING or EDWARD J. O'SHAUGHNESSY, Attorneys-in-fact of this Company in the State of New York, be and they hereby are, and each of them is authorized and empowered to execute and deliver and to attach the seal of the Company to any and all bonds and undertakings for, or on behalf of the Company, in its business guaranteeing the fidelity of persons holding places of public or private trust and the performance of contracts other than insurance policies, and executing or guaranteeing bonds and other undertakings, required or permitted in all actions or proceedings or by law required, including co-suretyship and reinsurance agreements, and all other bonds, undertakings or guarantees of whatsoever nature not specifically covered by the foregoing authority; such bonds, undertakings and agreements, however, to be attested in every instance by one other of the persons above named, as occasion may require, provided, that if such bonds, undertakings and agreements are not executed by either ALONZO GORE OAKLEY or EDW. R. LEWIS or ADOLPHUS A. JACKSON or WILLIAM H. ESTWICK, then and in such event, said bonds, undertakings and agreements shall be attested by either the said ALONZO GORE OAKLEY or EDW. R. LEWIS or ADOLPHUS A. JACKSON or WILLIAM H. ESTWICK; and the aforesaid attorneys-in-fact are, and each of them is hereby authorized and empowered to certify a copy of this resolution under the seal of this Company.

State of New York, County of New York, ss:

ADOLPHUS A. JACOBSON, Attorney-in-fact of the UNITED STATES FIDELITY AND GUARANTY COMPANY, have compared the foregoing resolution with the original thereof, as recorded in the minute book of the said Company, and do hereby certify that the same is a true and correct transcript therefrom, and of the whole of said original resolution.

Given under my hand and the seal of the Company, at the City of New York, this 19 day of

Adolphus A. Jacobson
 Attorney-in-fact.

**STATEMENT
 UNITED STATES FIDELITY AND GUARANTY COMPANY,
 BALTIMORE, MD.
 AT THE CLOSE OF BUSINESS DECEMBER 31, 1924.
 COMMENCED BUSINESS AUGUST 1, 1898.**

Par Value.	ASSETS.	Market Value.
\$ 7,137,000.00	Government Bonds	\$ 7,261,457.50
7,956,200.00	Baltimore City and other Municipal, State and County Bonds.....	8,001,367.50
3,131,000.00	Railroad Bonds.....	2,986,478.75
2,428,000.00	Public Utility Bonds.....	2,352,328.75
2,603,227.21	Miscellaneous Bonds.....	2,520,632.21
420,000.00	Railroad Stocks.....	383,690.00
115,000.00	Public Utility Stocks.....	119,912.50
315,000.00	Bank and Trust Company Stocks.....	800,942.50
833,070.00	Miscellaneous Stocks.....	1,086,725.00
100,000.00	Lawyers Surety Co. Stock, represented by \$150,000 New York City Bonds deposited with the Superintendent of Insurance of the State of New York and other assets.....	130,000.00
\$25,038,587.21	Total Bonds and Stocks—Market Values December 31st, 1924.....	\$25,643,534.71
	Home Office Property appraised by Insurance Department of Maryland.....	1,562,007.31
	New York Property appraised by Insurance Department of New York.....	1,023,055.73
	Philadelphia Office Property.....	323,631.35
	Other Real Estate.....	22,894.58
	Loans secured by pledge of Collaterals.....	30,722.25
	Loans secured by Mortgages.....	60,100.00
	Cash on Hand and in Depositories.....	3,746,951.84
	Premiums in course of collection, not more than three months due.....	6,463,457.33
	Deposit with Workmen's Compensation Reinsurance Bureau.....	410,684.58
	Interest due and accrued.....	316,629.00
	Due for Subscriptions, Department of Guaranteed Attorneys.....	119,205.50
	Accounts with Suspended Banks.....	164,049.16
	Amount due from Reinsurance on Paid Losses.....	297,027.74
	Other Assets.....	162,323.34
	LIABILITIES.	\$40,342,281.54
	Capital Stock paid in cash.....	\$ 5,000,000.00
	Funds held under Reinsurance Treaties.....	34,642.73
	Due for Return Premiums and Reinsurance.....	144,120.85
	Reserve for 1925 Taxes and Expenses in Transit.....	712,795.00
	Commissions accrued on uncollected premiums.....	1,307,320.33
	Premium Reserve Computed in Accordance with Requirements of New York Insurance Department.....	\$14,293,454.40
	Reserve for Claims Admitted and not Admitted, all Departments, in accordance with New York Laws.....	12,855,771.55
	Surplus.....	5,988,176.61
		\$33,137,402.56
		\$40,342,281.54

CHAS. O. SCULL,
 Vice-President.

W. GEORGE HYNSON,
 Treasurer.

State of New York, County of New York, ss:

ADOLPHUS A. JACOBSON, being duly sworn, says: that he is the Attorney-in-fact of the UNITED STATES FIDELITY AND GUARANTY COMPANY, and that, to the best of his knowledge and belief, the foregoing is a true and correct statement of the financial condition of said Company, as of December 31, 1924, and that the financial condition of said Company is as favorable now as it was when such statement was made.

Subscribed and sworn to before me
 this 19 day of MAR 1925
Adolphus A. Jacobson

EXHIBIT C-36 (continued).

STATE OF New York
COUNTY OF New York

ss.:

On this 19th day of March 1925.

before me personally appeared Edward Carmick, with whom I am personally acquainted, who, being by me duly sworn, said: that he resides in the City of New York; that he is Attorney-in-Fact of the EAGLE INDEMNITY COMPANY, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto as Attorney-in-Fact by like authority; and that the liabilities of the said Company do not exceed its assets, as ascertained in the manner provided in Chapter 33 of the Laws of 1909, constituting Chapter 28 of the Consolidated Laws of the State of New York, and known as the Insurance Law.

E. M. Cavale
NOTARY PUBLIC N. Y. C.
122

(SEAL)

BE IT REMEMBERED, that at a regular meeting of the Board of Directors of the EAGLE INDEMNITY COMPANY, duly called and held at the office of the Company, in the Borough of Manhattan, New York City, on the 14th day of June, 1922, a quorum being present, the following By-Law was duly adopted:

ARTICLE VIII, Paragraph II.

"The President or a Vice-President shall have power and authority to appoint Assistant Secretaries, Resident Vice-Presidents, Resident Secretaries, Resident Assistant Secretaries, and Attorneys-in-Fact, and to give such appointees full power and authority to sign, and to seal with the Company's seal where required, all policies, bonds, recognizances, stipulations and all underwriting undertakings, and he may at any time in his judgment remove any such appointees and revoke the authority given to them."

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

I, _____ Attorney-in-Fact of the EAGLE

INDEMNITY COMPANY, have compared the foregoing By-Law with the original thereof, as recorded in the Minute Book of the said Company and do hereby certify that the same is a correct and true transcript therefrom and of the whole of Article VIII, Paragraph II, of said original By-Law.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the said Company, at the City of New York, this 19th day of March 1925.

Edward Carmick
Attorney-in-Fact.

EXHIBIT C-36 (continued).

72 768

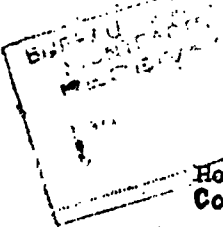


CITY OF NEW YORK
OFFICE OF
THE PRESIDENT OF THE BOROUGH OF QUEENS

RECEIVED
DEPT. OF FINANCE

MAURICE E. CONNOLLY
PRESIDENT
BERNARD M. PATTEN
BOROUGH SECRETARY

LONG ISLAND CITY, March 24, 1925
MAR 25 1925 2:09 PM



800X

CHIEF CLERK'S OFFICE

Honorable Charles L. Craig,
Comptroller City of New York.

Dear Sir

Herewith I forward for registration in
the Department of Finance, copy of the following
contract:

For the construction of a sanitary sewer and appur-
tenances in 150TH AVENUE from Pumping Station at
134th Street to Judith Street, and JUDITH STREET
from 150th Avenue to Farmers Boulevard, Fourth
Ward, Borough of Queens.

This contract is for Section 2 and includes the
construction of a sanitary sewer and appurtenances
in 150TH AVENUE from a point about 2.75 feet east
of 158th Street to Judith Street; and in JUDITH
STREET to Farmers Boulevard.

am

Very truly yours,

Maurice E. Connolly
President of the Borough of Queens,

345 57

am

EXHIBIT C-36 (continued).

CITY OF NEW YORK
OFFICE OF
THE PRESIDENT OF THE BOROUGH OF QUEENS

MAURICE E. CONNOLLY
PRESIDENT
BERNARD M. PATTEN
BOROUGH SECRETARY

LONG ISLAND CITY, April 5, 1925.

Hon. Charles L. Craig,
Comptroller, City of New York.

S i r :-

Referring to contract, No. 74176;-

"For the construction of a sanitary sewer and appurtenances in 150TH AVENUE from Pumping station at 154th Street to Judith Street, and JUDITH STREET from 150th Avenue to Farmers Boulevard, Fourth Ward Borough of Queens. CONTRACT NO. 2,"

I beg to inform you that the contractor, Hammen Construction Company, 27 Madison Avenue, Perth Amboy, N. J., has been ordered to begin work on said contract within seven days after service, by mail or otherwise, of the notice, irrespective of the date of same.

Yours very truly,

Michael J. Hammen
Acting President of the Borough of Queens.

JJR-PJH

Amey

THE NOTICE TO CONTRACTOR WAS MAILED. APR 7

EXHIBIT C-36 (continued).

CITY OF NEW YORK
OFFICE OF
THE PRESIDENT OF THE BOROUGH OF QUEENS

MAURICE E. CONNOLLY
PRESIDENT
CHARLES H. SCHROEDER
BOROUGH SECRETARY

LONG ISLAND CITY, September 10, 1925

Approved for contract entry subject
await when voucher is prepared.
R 2560
In Charge, div. of Auditors Examiners

64 88

Hon. Charles L. Craig
Comptroller of the City of New York

Attention: Chief Auditor Kemlo

Dear Sir:

On March 10, 1925 I awarded a contract to Hammon
Construction Company, 279 Madison Avenue, Perth Amboy,
New Jersey, for the construction of a sanitary sewer in
150th Avenue and my advice of award to you stated the
estimated amount as \$407,405.00.

Gal
9/30/25

This is a typographical error and I transmit here-
with an amended advice of award of this contract in the
estimated amount of \$407,045.00.

Kindly attach to this contract this amended advice
of award in the sum of \$407,045.00 in place of the ad-
vice of award of March 10th, 1925 in the sum of
\$407,405.00.

407405
407405
R 2560

Yours very truly,

Maurice E. Connolly
President of the Borough of Queens.

Encl.
6100.MD



EXHIBIT C-36 (continued).

Form A 50

73 S-4082-24-DL

CONTRACT No.
(To be filled in by Dept. of Finance)

THE CITY OF NEW YORK

AMENDED **ADVICE OF AWARD OF CONTRACT**

(This copy to be retained by Bookkeeping Division, Department of Finance)

Dept. of PRESIDENT OF THE BOROUGH OF QUEENS *Date SEP 10 1925 192

Comptroller of The City of New York:

Please take notice that the following described contract has this day* been awarded to

Contractor Hansen Construction Company,

Address 279 Madison Avenue, Perth Amboy, N. J.

SURETIES

AMT. OF BOND

\$200,000.00

DETAILS OF PURPOSE OF CONTRACT

For the construction of a sanitary sewer and appurtenances in 150TH AVENUE from Pumping Station at 134th Street to Judith Street, and in JUDITH STREET from 150th Avenue to Farmers Boulevard, Fourth Ward, Borough of Queens.

This contract is for Section 2 and includes the construction of a sanitary sewer and appurtenances in 160TH AVENUE from a point about 2.75 feet east of 158th Street to Judith Street; and in JUDITH STREET to Farmers Boulevard.

LINE NO.	CONTRACT CHARGEABLE TO CODE No.	ESTIMATED AMOUNT			CONTRACTS PREVIOUSLY AWARDED (Including Adjustments)			OPEN MARKET ORDERS ISSUED TO DATE (Including Adjustments)			MISC. VOUCHERS, PAYROLLS, AND OTHER CHARGES			UNENCUMBERED BALANCE		
1	C.F.M. 25	\$407	045	00	\$17811	719	97	\$23	052	85	\$1191	686	50			
2																
3																
4																

Enter full titles of accounts below and refer to code numbers by means of line numbers in margin

1	<u>Street Improvement Fund</u>
2	
3	
4	

Yours respectfully,

Michael J. Hansen
Acting President, Borough of Queens, Dept. of Finance

*This will be the date of the entry by which the fund is charged with the estimated amount of the contract both in the department making the award and by the Department of Finance. There must therefore be no delay in forwarding this advice.

EXHIBIT C-36 (continued).

ORIGINAL CERTIFICATE OF ADDITIONAL ESTIMATE

CITY OF NEW YORK, DEPARTMENT OF FINANCE No.

AUTHORITY HEREBY GIVEN TO ENTER THE FOLLOWING
 ADDITIONAL ESTIMATES FOR ACCOUNT OF DEPT. OF

[Signature]

* DATE 7/18/26 CHIEF AUDITOR OF ACCOUNTS

CERTIFICATE AND REGISTRATION	
AUDITOR	<input checked="" type="checkbox"/>
AUDITOR OF DISB.	<i>[Signature]</i> 7/17/26
FUND LIABILITY	<input type="checkbox"/>
CONTRACT REGISTER	<i>[Signature]</i>
CONTRACT LEDGER	<input type="checkbox"/>

CONTRACTS, CODES AND FUNDS TO BE CHARGED

CONTRACT NUMBER	CODES	APPROPRIATION	SPEC. REVENUE BOND	CORPORATE STOCK		SPECIAL AND TRUST	STREET IMPROVEMENT
				VARIOUS PURPOSES	WATER		
74178	<i>[Signature]</i>						1741330
				945	46		

* THIS IS THE DATE TO BE USED IN MAKING THE ENTRY IN THE DEPARTMENT IN WHICH THE CONTRACT ORIGINATED

EXHIBIT C-36 (continued).

ORIGINAL * THIS IS THE DATE TO BE USED IN MAKING THE ENTRY IN THE CONTRACT REGISTER TO WHICH THE CONTRACT IS REFERRED	CERTIFICATE OF REDUCTION OF ESTIMATE CITY OF NEW YORK, DEPARTMENT OF FINANCE	No. _____							
AUTHORITY IS HEREBY GIVEN TO ENTER THE FOLLOWING REDUCTION OF ESTIMATES FOR ACCOUNT OF DEPT. OF		CERTIFICATION AND REGISTRATION							
<i>Treasurers</i> * DATE <i>9/15</i> 19 <i>25</i>		AUDITOR _____ AUDITOR OF DISB. _____ FUND LIABILITY _____ CONTRACT REGISTER _____							
CHIEF AUDITOR OF ACCOUNTS		<i>[Signature]</i>							
CONTRACTS, CODES AND FUNDS TO BE CREDITED									
CONTRACT NUMBER	CODES	APPROPRIATION	SPEC. REVENUE BOND	CORPORATE STOCK		SPECIAL AND TRUST	STREET IMPROVEMENT		
				VARIOUS PURPOSES	WATER				
74178	Cmrs								360-
		945	47						

EXHIBIT C-36 (continued).

Form T-17

23 A-2001-25-B

CORPORATION

GENERAL RELEASE

as all to whom these Presents shall come or may concern, Greeting:

Know Ye, That Hammen Construction Co.

27 Madison Ave. Perth Amboy, N.J.

for and in consideration of the sum of

Seventy eight thousand, seven hundred, ninety three 28/100 *** Dollars, lawful money of the United States of America, to it paid by The City of New York, the receipt of which is hereby acknowledged, have remised, released and forever discharged, and by these presents does for itself, its successors and assigns, remise, release and forever discharge the said The City of New York, their successors and assigns, of and from all and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever in law or in equity, which against them it ever had, now has or which it or its successors or assigns hereafter can, shall or may have, for, upon or by reason of a certain contract or agreement made the 16th day of March A. D., 1925, by and between

Hammen Construction Co.

and the said The City of New York, for Contract No. 74178

Sewer, 150th Ave. &c.

or by reason of any matter, cause or thing whatsoever resulting or arising therefrom from the beginning of the world to the day of the date of these presents. Excepting the sum of \$253.27 retained as repairing security

In Witness Whereof, Hammen Construction Co.

has caused its corporate seal to be affixed hereto and its corporate name to be signed to these presents by its Vice-President this 10th day of June in the year one thousand, nine hundred and twenty six

Hammen Construction Co.

By: Paul W. Paulsen

Vice-Pres. [L. S.]

Sealed and delivered in the presence of

W F. HEFFERNAN

ORIGINAL DELIVERED TO CHIEF AUDITOR

EXHIBIT C-36 (continued).

State of New York, }
County of New York, } ss.:
City of New York, }

On this 10th day of June 1926, before me personally
came Paul W. Paulsen to me known, who being by me duly
sworn, did depose and say that he resided in East Orange, N.J.

that he is the Vice-Pres. of the Hammen Const. Co., the Corporation
described in and which executed the above instrument, that he knew the seal of said Corporation; that
the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the
Board of Directors of said Corporation, and that he signed his name thereto by like order.

W. F. HEFFERNAN

Notary Public,
Commissioner of Deeds.

COMM. OF DEEDS, N. Y. CITY
RESIDING IN N. Y. COUNTY
NEW YORK COUNTY CLERKS NO. 12
TERM EXPIRES JAN. 12, 1928

943 45

The City of New York

RELEASE

Dated _____ 19

EXHIBIT C-36 (continued).

23 A-20-24-25

THE CITY OF NEW YORK

DEPARTMENT OF FINANCE
BUREAU OF AUDIT—DIVISION OF ADMINISTRATION
MUNICIPAL BUILDING, ROOM 631

DEC 10 1926

\$ 253.27

New York, _____ 192

Charles W. Berry

RECEIVED from CHARLES L. CRAIG, Comptroller, Warrant

No. 173206 for the sum of . _____

Two hundred fifty three 27/100 ***** Dollars,

on account of the within Contract numbered 74778

for and in Full of repairing security

Industries Development Corp. Assignee of Hammen Const. Co.

MAILED DEC 10 1926

[Handwritten Signature]

173206/253.27

945 43

EXHIBIT C-36 (continued).

CONTRACT NO. 2

①

Cough
NOTICE

Bidders are particularly requested to carefully examine the Proposal for Bids, Form of Agreement, Specifications, Plan and the location of the work and the surroundings thereof before bidding.

No. 37....

ADOPTED BY
UNANIMOUS CONSENT
BY THE
BOARD OF ESTIMATE
& APPORTIONMENT
JANUARY 29, 1925.

THE CITY OF NEW YORK

OFFICE OF

THE PRESIDENT OF THE
BOROUGH OF QUEENS

BUREAU OF SEWERS

1925.

ASSESSMENT WORK

Proposal for Bids, Bid, Bond, Agreement and
Specifications

For the construction of a sanitary sewer and appurtenances in 150TH AVENUE from Pumping Station at 134th Street to Judith Street, and JUDITH STREET from 150th Avenue to Farmers Boulevard, Fourth Ward, Borough of Queens.

CONTRACT NO. 2

.....
together with all the work incidental thereto.

THIS CONTRACT IS FOR SECTION 2
and includes

the construction of a sanitary sewer and appurtenances in 150TH AVENUE from a pt. abt. 2.75 ft. east of 158th Street to Judith Street; and in JUDITH STREET to Farmers Blvd.

EXHIBIT C-36 (continued).

TYPE-B

No. _____

THE CITY OF NEW YORK

OFFICE OF THE

President of the Borough of Queens

BUREAU OF SEWERS

Scaled Bids or Proposals for the herein named work will be received at the office of the President of the Borough of Queens, on the 4th Floor of the Queens Subway Building, 68 Hunterspoint Avenue, Long Island City, Borough of Queens, in The City of New York, until 11 o'clock A. M.

ON FEB 13 1925, 192

The time allowed for the completion of the work and the full performance of the contract is 250 CONSECUTIVE WORKING DAYS.

The liquidated damages for each day in excess of the allowed time, as stipulated in the contract, is *ten dollars per day*.

The amount of SECURITY or surety bond required will be (\$ 200,000.00).

NOTE.—All bids must be submitted upon the proper blank form of bid and in the sealed envelope prepared and furnished by the Borough President, and must be made out as required. Any bid which fails to name the price, both *in writing and in figures* per unit of measurement for each and every item of the proposed work where quantities are given, or is incomplete, conditional, obscure, or irregular, may be held to be informal and may be rejected, and in case of any discrepancy between the price written in and the bid and that given in figures, the price in writing will be considered as the bid. The writing must be in ink.

BID OR ESTIMATE ①

For Constructing Sewer and Appurtenances in _____

For the construction of a sanitary sewer and appurtenances in 150TH AVENUE from Pumping Station at 134th Street to Judith Street, and in JUDITH STREET from 150th Avenue to Farmers Boulevard, Fourth Ward, Borough of Queens.

CONTRACT NO. 2

EXHIBIT C-36 (continued).

Made by the firm or corporation of Hammen Construction Company
Address 279 Madison Ave Perth Amboy N.J.

NAME AND ADDRESS OF EACH AND EVERY MEMBER OF THE FIRM OR PRINCIPAL OFFICERS OF THE CORPORATION.

NOTE.—The bidder's name and residence or address must be inserted herebelow, and in case of a firm, the name and address of each and every member of the firm must be inserted.

In case a bid shall be submitted by or in behalf of any corporation, the complete legal name and address of such corporation must be written here below, together with the name, address and title of the principal officers of the corporation.

Name Fred Bisbee President

Address 4612 Woodward Ave Detroit Mich

Name John J. Hammen Secy & Treasurer

Address 1020 Downer Ave Milwaukee Wis

Name Karl W Paulsen Vice President

Address 279 Madison Ave Perth Amboy N.J.

Name Hammen Const Co New York Office

Address 120 Liberty Street New York City

The party named above (of lawful age), as Bidder, declares: That the only person or persons interested in this bid or proposal as principal or principals is or are named above, and that no other person than herein above named has any interest in this bid or in the contract proposed to be taken; that this bid is made without any connection with any other person or persons making a bid for the same work or purpose; that the bid is in all respects fair and without collusion or fraud, and that no member of the Board of Aldermen, no head of a department, no chief of a bureau, deputy thereof or clerk therein, nor any other officer or employee of The City of New York, is, shall be or become, directly or indirectly, interested as contracting party, partner, stockholder, surety or otherwise in the performance of the contract, or in the supplies, work or business to which it relates, or in any portion of the profits thereof, that he has examined the form of contract and specifications approved by the Corporation Counsel and any plans therein referred to, and that he has visited the site of the proposed work and has made himself familiar with all the existing conditions; and he proposes and agrees, if this bid be accepted, that he will contract in the form so approved, to provide, furnish and deliver all necessary work, labor, services, materials or supplies, machinery, tools, plant, and appliances, and to perform and complete all the work mentioned in said approved form of contract and specifications, and in strict accordance with the terms and conditions thereof, and that he will accept in full payment therefor the following named sums or prices:

The Engineer's estimate of the quantities as advertised and the nature and extent of the work and materials or supplies required, though stated with as much accuracy as is practicable in advance, are APPROXIMATE only and are given to form a basis of comparison for testing bids and are not guaranteed to be accurate and are not considered as a binding feature of the contract. Before bidding, Contractors must satisfy themselves by personal examination of the Plans, Specifications, Contract, and location of the proposed work, and by such other means, as they may prefer, as to the accuracy of the foregoing statement, and they must determine for themselves, and allow for all difficulties which may be encountered in the prosecution of the work.

EXHIBIT C-36 (continued).

T Y P E "B"

- 3,649 Linear Feet 7'-0" Reinforced Concrete Pipe-Sewer,
(Precast Type "B"), Per Linear Foot,
One Hundred Six and 20/100 Dollars (\$*105⁰⁰*).

- 2. 24 Manholes and Deep Manholes, Complete, Each,
Four Hundred and 90/100 Dollars (\$*400⁰⁰*).

- 3. 1 Chamber in 150th Avenue at Judith Street, Complete,
Twenty Five Hundred and 90/100 Dollars (\$*2500⁰⁰*).

- 4. 1 Chamber in Judith Street near Farmers Boulevard, Complete,
Twenty Five Hundred and 90/100 Dollars (\$*2500⁰⁰*).

- 5. 1 Chamber in Judith Street at Farmers Boulevard, Complete,
Twenty Five Hundred and 90/100 Dollars (\$*2500⁰⁰*).

- 6. 1,300 Vertical Feet of "Risers" (C.I. Pipe Class "A"), Per
Vertical Foot,
Five and 20/100 Dollars (\$*5⁰⁰*).

- 7. 60 Linear Feet 6-inch Vitrified Pipe House Connection Drains,
Per Linear Foot,
Five and 20/100 Dollars (\$*5⁰⁰*).

EXHIBIT C-36 (continued).

No bid will be allowed to be withdrawn, for any reason whatever, after it has been received and deposited with the President. The President expressly reserves the right to reject all bids if he shall deem it for the public interest so to do. No bid will be accepted from, nor contract awarded to, any person who is in arrears to The City of New York upon debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to The City of New York. X

No bid or proposal will be received, considered and deposited unless, as a condition precedent to the reception or consideration of any proposal it be accompanied by either a certified check upon one of the State or National Banks of The City of New York, drawn and made payable to the order of the Comptroller of The City of New York, or money to the amount of five per centum (5%) of the amount of the security or surety bond required for the faithful performance of the contract. Such check or money must not be inclosed in the sealed envelope containing the proposal, but must be either inclosed in a separate envelope addressed to the Borough President, or submitted personally upon the presentation of the bid or proposal and handed to the officer or clerk of the Department who has charge of the proposal box, and who will give a proper voucher for the deposit, and no bid can be deposited in said box until such check or money has been examined by said officer or clerk and found to be correct. All such deposits, except that made by the bidder to whom the contract shall be awarded, will be returned to the person or persons making the same within three (3) days after the decision as to who shall receive the contract. If the bidder to whom the contract shall have been awarded shall refuse or neglect to execute the same within five days after due notice that the contract has been awarded to him, and that the adequacy and sufficiency of the surety offered has been approved by the Comptroller, the amount of the deposit made by him shall be forfeited to and retained by The City of New York as liquidated damages for such neglect or refusal; but if he shall execute the contract and furnish the said security within the time aforesaid, the amount of the deposit shall be returned to him.

NOTE.—Each and every person bidding and named above must sign here. In the case of a firm, give the name of each and every partner in full.

In case a bid shall be submitted by or in behalf of a corporation, it must be signed in the full legal name of such corporation by some authorized officer or agent thereof, who shall subscribe his name and office. If practicable, the seal of the corporation must be affixed.

The following affidavit must be similarly signed and sworn to:

Hammer Construction Company	[L. S.]
By Paul W. Paulsen	[L. S.]
Vice Pres	[L. S.]
	[L. S.]
	[L. S.]

Each and every person bidding must sign here.

THE CITY AND STATE OF NEW YORK, COUNTY OF New York ss.:

The above-named bidder(s), being severally duly sworn, say, each for himself, that the several matters stated in the above bid are in all respects true.

Subscribed and sworn to before me, this 12th day of February 1925.

Paul W. Paulsen	} Signature(s) of Bidder(s).
Vice President of Hammer Const Co	

Minnie Braun

Notary Public, _____ County, or Commissioner of Deeds.

EXHIBIT C-36 (continued).

No. _____

THE CITY OF NEW YORK
OFFICE OF THE
President of the Borough of Queens
BUREAU OF SEWERS

BID OR ESTIMATE

For _____

Submitted _____ 192

Estimator.

EXHIBIT C-36 (continued).

6

NOTICE TO BIDDERS

Bidders are invited to tender bids on monolithic concrete sewers 27-inches and upward, these being the standards of the Sewer Department, and hereafter designated as Type "A", or on reinforced concrete pipe sewer 24-inches and upward (precast) which will be designated as Type "B", or on both types, if they so desire, but it is to be distinctly understood that no bids will be accepted on combinations of Types "A" and "B".

NOTICE TO BIDDERS.

7

Prices to be paid by the City of New York for indeterminate quantities, such as

EXTRA CONCRETE	21.00 Per Cu. Yd.
REINFORCING STEEL06 Per Lb.
STRUCTURAL STEEL.....	.08 Per Lb.
FOUNDATION TIMBER	100.00 Per 1000 Ft. B.M.
SHEETING & BRACING	20.00 Per 1000 Ft. B.M.
PIILING (TIMBER)	1.00 Per Ft. driven and cut off
STEAM CINDERS (Delivered & Placed)	1.60 Per Cu. Yd.

Indeterminate quantities shall be those whose amount and necessity will be determined by the conditions encountered during the work of construction.

EXHIBIT C-36 (continued).

1. Sealed Bids for the above entitled work will be received at the office of the President of the Borough of Queens, Queens Subway Building, Long Island City, in The City of New York, until... 11... o'clock on... Fri... DAY... Feb... 13... 192... Time for presenting bids. A.M.

2. The time allowed for the full completion of the work herein described will be... Two Hundred and Fifty (250) CONSECUTIVE WORKING DAYS. Time allowed for completion.

3. The amount of security required will be... Two Hundred Thousand Dollars (\$200,000.00) Security required

4. Bidders are referred to the form of agreement, to the specifications and to the plan and drawings of Standard Details on file at the office of the President, and to the following Engineer's estimate of the quantity and kind of work required, the items whereof in all cases include all materials and labor necessary to fully complete said work. Prices for each item shall be named, upon the sum total of which the comparison and tests of bids will be made. Bidders referred to form of agreement, etc. Engineer's estimate.

TYPE "A" OR SEWER DEPT. STANDARD.

- 3,649 Linear Feet 7'-0" Reinforced Concrete Sewer
 - 24 Manholes and Deep Manholes
 - 1 Chamber in 150th Ave. at Judith St.
 - 1 Chamber in Judith St. near Farmers Blvd.
 - 1 Chamber in Judith St. at Farmers Blvd.
- 1,300 Vertical Feet of "Risers" (C.I. Pipe Class "A")
 - 60 Linear Feet 6-inch Vitrified Pipe House Connection Drains

T Y P E "B"

- 3,649 Linear Feet 7'-0" Reinforced Concrete Pipe Sewer (Precast Type "B")
 - 24 Manholes and Deep Manholes
 - 1 Chamber in 150th Ave. at Judith St.
 - 1 Chamber in Judith St. near Farmers Blvd.
 - 1 Chamber in Judith St. at Farmers Blvd.
- 1,300 Vertical Feet of "Risers" (C.I. Pipe Class "A")
 - 60 Linear Feet 6-inch Vitrified Pipe House Connection Drains

CONTRACT NO. 2

EXHIBIT C-36 (continued).

5. The foregoing Engineer's Estimate is *approximate only* and is not to be considered as a binding feature of the contract. Bidders are required to submit their bids upon the following express conditions which apply to and become a part of every bid received. Bidders must satisfy themselves by personal examination of the location of the proposed work and surroundings thereof, and by such other means as they may prefer as to the accuracy of the foregoing estimate, and shall not at any time after submission of their bids, dispute or complain of such estimate of the Engineer, nor assert that there was any misunderstanding in regard to the quantity or kind of materials to be furnished or work to be done

Personal
examination
of work

6. Any bid which fails to name a price, written both in words and in figures, per unit of measurement for each of the items for which quantities are given, will be held to be informal and will be rejected. In case of any discrepancy between the price in words and that in figures, the price in words will be considered as the bid.

Prices to be
stated in writing
in words,
and in figures.

7. The prices bid must cover the cost of furnishing *all necessary materials and labor for and the complete performance of all the work* set forth in this proposal, described in the form of agreement and specifications annexed hereto, and indicated by the plan of the work on file in the office of the President, to all of which information the bidders are referred.

Prices bid to cover.

8. The attention of the bidders is particularly directed to the specifications relating to rock excavation.

Rock excavation.

9. Permission will not be given for the withdrawal of any bid within forty-five (45) days after receipt of bids and the right is expressly reserved by the President to reject all bids if he shall deem it to the public interest so to do. No bid will be accepted from, or contract awarded to, any person who is in arrears to The City of New York upon debt or contract or who is a defaulter, as surety or otherwise upon any obligation to The City of New York.

Bids may be
rejected.

10. Bidders are especially notified that the President reserves the right to determine the times and places for commencing and prosecuting the work, and that postponement or delay on the whole, or any part thereof, occasioned by the precedence of other contracts, which may be either let or executed before the opening of the bids for this work, can constitute no claim for damages nor for a reduction of the damages fixed for delay in completing the work beyond the time allowed.

Times and places
for commencing
and prosecuting
work to be
determined by the
President.

11. The Contractor will be required to complete the entire work to the satisfaction of the President and in accordance with the agreement, the specifications and the plan of the work. No extra compensation beyond the amount payable for the several classes of work hereinbefore enumerated, which shall be actually furnished and performed at the prices bid therefor by the bidder to whom the contract is awarded, shall be due or payable for the entire materials and work.

No extra
compensation.

12. No bid will be received or considered unless accompanied by either a certified check upon one of the National or State Banks or Trust Companies of The City of New York, or a check of such bank or trust company signed by a duly authorized officer thereof, drawn

Deposit to
accompany bid.

EXHIBIT C-36 (continued).

to the order of the Comptroller, or money or corporate stock or certificate of indebtedness of any nature issued by The City of New York, which the Comptroller shall approve as of equal value with the security required, to an amount of five per centum of the amount of the bond required for the faithful performance of the contract (as provided by Section 420 of The Greater New York Charter, as amended). Such check or money or other form of security must not be inclosed in the sealed envelope containing the bid, but must be handed to the officer or clerk who has charge of the bidding, and no bid shall be deposited in the box provided for that purpose until such check or money or other form of security has been examined by said officer or clerk and found to be correct. All such deposits, except those of the lowest three bidders, will be returned to the persons making the same within ten days after the opening of the bids; within three days after the awarding of the contract, the remaining deposits, except that made by the bidder whose bid has been accepted, will be returned to the persons making the same. If the successful bidder shall refuse or neglect to execute the contract within five days after notice that it has been awarded to him, and that the adequacy and sufficiency of the security offered has been approved by the Comptroller, the amount of the deposit made by him shall be forfeited to and retained by The City of New York, but if he shall execute the contract and furnish the required security within the time aforesaid, the amount of his deposit will be returned to him.

Names of persons interested.

13. Bidders are required to state in their bids, under oath, their names and places of residence or business, the names of all persons interested with them therein, and if no other person be so interested, they shall distinctly state that fact; also, that it is made without any connection with any other person making any bid for the same purpose, and that it is in all respects fair and without collusion or fraud; and that no member of the Board of Aldermen, head of a department, chief of a bureau, deputy thereof or clerk therein or officer or employee of The City of New York is, shall be or become interested, directly or indirectly, as contracting party, partner, stockholder, surety or otherwise, in or in the performance of the contract or in the materials, work or business to which it relates, or in any portion of the profits thereof. Bidders must verify by oath, in writing, the several matters stated in their bids.

Sealed bids to be submitted.

14. Each bid must be delivered in a sealed envelope, endorsed with the *title* of the work for which the bid is made, with the name of the bidder, and the date of presentation to the President at his office, on or before the date and hour hereinbefore named, at which time and place the bids received will be publicly opened by the President and read and the award of the contract made according to law as soon thereafter as practicable. The person or persons to whom the contract may be awarded will be required to attend at said office with the sureties offered by him or them and execute the contract within five days from the date of the service of a notice to the effect that the contract has been so awarded and the surety accepted; and in case of failure or neglect so to do he or they will be considered as having abandoned the contract and as being in default to The City.

EXHIBIT C-36 (continued).

15. Bidders shall make their bids upon the forms prepared by the President, a copy of which with the proper envelope in which to enclose the same can be obtained upon application therefor at the office of the President, Queens Subway Building, Long Island City, where the plans can be seen, as also the form of contract, including the specifications in the form approved by the Corporation Counsel.

Bidders shall use blank forms to be furnished by the President.

MAURICE E. CONNOLLY,
President of the Borough of Queens.

The City of New York,....., 192.....

EXHIBIT C-36 (continued).

THE CITY OF NEW YORK
OFFICE OF THE PRESIDENT OF THE
BOROUGH OF QUEENS

BUREAU OF SEWERS.

CONTRACT

For the construction of a sanitary sewer and appurte-
nances in 150TH AVENUE from Pumping Station at 134th
Street to Judith Street, and JUDITH STREET from 150th
Avenue to Farmers Boulevard Fourth Ward, Borough of
Queens.

together with all the work incidental thereto.

This Agreement, made and entered into this 16th day of ~~Parties~~

March, in the year one thousand nine hundred and twenty
five, by and between The City of New York, party of the first part,

by the President of the Borough of Queens, and

Const. Cos. of 279 Madison
Ave, Perth Amboy N.J.

Contractor, party of the second part, pursuant to the provisions of The
Greater New York Charter, and the resolution of the Board of Estimate

and Apportionment adopted on the 27th day of

June 1924, of which resolution the following
is a copy:

7
THIS CONTRACT IS FOR SECTION 2
and includes

the construction of a sanitary sewer and
appurtenances in 150TH AVENUE from a pt.
abt. 2.75 ft. east of 158th Street to
Judith Street; and in JUDITH STREET to
Farmers Blvd.

EXHIBIT C-36 (continued).

RESOLUTION
Board of Estimate and Apportionment
BOARD OF ESTIMATE and APPORTIONMENT
CITY OF NEW YORK

11-2702-23-N

Whereas, The President of the Borough of Queens has transmitted to the Board of Estimate and Apportionment a copy of a resolution of the Local Board of the **Jamaica** District, duly adopted by said Board on the **25th** day of **Oct., 1923** and approved by the ^{acting} President of the Borough of Queens on the **19th** day of **Nov., 1923** as follows, to wit:

Resolved, That this Board does hereby initiate proceedings for the said local improvement to wit:

"For the construction of a sanitary sewer and appurtenances in 150TH AVE. from pumping station at 134th St. to Judith St. and JUDITH ST. from 150th Ave. to Farmers Boulevard, Borough of Queens

and which resolution is accompanied with an approximate estimate of the cost of work and the assessed value of the property benefited.

Resolved, That the Board of Estimate and Apportionment hereby authorizes the President of the Borough of Queens to prepare plans, specifications and an estimate of cost based on actual survey, and also to secure a determination of the boundary of the district of assessment; the entire expense of the work done subsequent to the date of this authorization to be charged against the Street Improvement Fund and later included in the assessment.

Resolved, That the Board of Estimate and Apportionment will consider the authorization of the construction of, the said proposed improvement after the President of the Borough of Queens has submitted a statement showing that all of the above described work has been done, that he has secured the approval of the form of contract by the Corporation Counsel, that he is prepared to place the improvement under contract as soon as he receives the consent of the Board, and that the assessment map will be completed on or before the date of payment on acceptance; this report being accompanied by a further statement showing the quantity of work to be performed under each item and the unit price thereof, the expense incurred for preliminary work, the allowance to be made for additional engineering and contingencies, the total probable cost, and the number of working days to be allowed the contractor for carrying out the work.

A true copy of a resolution adopted by the Board of Estimate and Apportionment.

June 27th 1924

(Sgd.) Peter J. McGowan

Assistant Secretary.

EXHIBIT C-36 (continued).

11-2001-23-N

BOARD OF ESTIMATE and APPORTIONMENT
CITY OF NEW YORK

A copy of a resolution of the Local Board of the JAMAICA District, duly adopted by said Board on the 25th day of October, 1923 and approved by the ~~Meeting~~ of the Borough of Queens on the 19th day of November, 1923 having been transmitted to the Board of Estimate and Apportionment, as follows, to wit:

Resolved, That this Board does hereby initiate proceedings for the said local improvement, to wit:

For the construction of a sanitary sewer and appurtenances in 150TH AVENUE from Pumping Station at 134th St. to Judith St. and JUDITH STREET from 150th Ave. to Farmers Boulevard, Borough of Queens

and thereupon, on the 27th day June, 1924 resolutions having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of Queens to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey and further resolving that the Board of Estimate and Apportionment will consider the authorization of the construction of the proposed improvement after the President of the Borough of Queens has submitted certain statements as provided in the said resolution, and the said resolution having been duly complied with by the President of the Borough of Queens, as appears by papers and documents on the files of the Board of Estimate and Apportionment, and there having been presented to the Board of Estimate and Apportionment an estimate in writing in such detail as the Board has directed, that the cost of the proposed work or improvement, together with the preliminary expenses will be the sum of \$1279600. ; and a statement of the assessed value according to the last preceding tax roll of the real estate included within the probable area of assessment, to wit, the sum of \$51,181,375 having also been presented, it is

Resolved, That the said resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvement.

A true copy of a resolution adopted by the Board of Estimate and Apportionment.

(Sgd.) James Matthews

Assistant Secretary.

EXHIBIT C-36 (continued).

THIS CONTRACT IS FOR SECTION 2
and includes
the construction of a sanitary sewer and
appurtenances in 150TH AVENUE from a pt.
abt. 2.75 ft. east of 158th Street to
Judith Street; and in JUDITH STREET to
Farmers Blvd. (16)

Witnesseth, That the parties to these presents, each in consideration of the agreements on the part of the other herein contained, have mutually agreed, and hereby mutually agree, the party of the first part for itself and its successors, and the party of the second part for itself, himself or themselves, and its, his or their executors, administrators, successors and assigns, as follows:

Covenant.

I. The contract for the hereinbefore entitled work shall include the following, which are hereby agreed upon as forming part and parcel thereof: the Proposal for Bids, the Bid, the Bond, this Agreement and the

Contract.

Specifications hereto annexed; also the Plan of the Work dated.....

Dec 8th....., 192*4*..., filed in the office of the President of the Borough, entitled:.....

AN, PROFILE and DETAILS for the construction of a sanitary sewer and appurtenances in 150TH AVENUE from Pumping Station at 134th Street to Judith Street, and JUDITH STREET from 150th Avenue to Farmers Boulevard, Fourth Ward, Borough of Queens.

.....
and also Drawings of Standard Details pertinent thereto on file in the office of the Engineer.

II. Whenever the term "The City" or a word "President," or a pronoun in place of either, is used, it refers to and means The City of New York, the party of the first part hereto, or the President of the Borough of Queens, or his authorized representative.

Party of the first part

Whenever the word "Contractor," or a pronoun in place thereof, is used, it refers to and means the party of the second part hereto.

Party of the second part

III. Whenever the word "Engineer," or a pronoun in place thereof, is used, it refers to and means the Engineer in charge of Sewers, Borough of Queens, acting either directly or through assistants designated by him to act in the premises, limited to the particular duties entrusted to them. In case said Engineer may not be able to act, then such Engineer as may be designated by the President shall act in his place.

Engineer described.

IV. Whenever the word "plan" is used, it refers to and means the plan of this work and the standard drawings pertinent thereto. Whenever it is provided that anything is "to be" or "to be done," "if," or "as," or "when," or "where approved," "required," "directed," "permitted," "ordered," "designated," or "deemed necessary," it shall be taken to mean approved, required, permitted, ordered, designated, or deemed necessary as the case may be by the Engineer. Whenever the words "desirable," "suitable," "sufficient," "satisfactory," or others of a similar purport are

Terms defined.

EXHIBIT C-36 (continued).

used, it is hereby agreed that the desirability, suitability, sufficiency, satisfactoriness or other denominated condition shall be as determined by the Engineer.

Contractor to furnish tools, proper appliances, etc.

V. The Contractor hereby agrees to furnish and provide all materials, labor and appliances necessary and proper for the purpose, to excavate for, build, complete and connect in a good substantial manner, to the satisfaction of the President, and in conformity with the contract, the hereinbefore entitled work and all the work incidental thereto, and the Contractor hereby agrees to receive and accept as and for his full compensation the following prices, which are the amounts or rates at which this contract was awarded to the Contractor at the public letting thereof.

TYPE "A" OR SEWER DEPT. STANDARD.

7'-0" Reinforced Concrete Sewer.

Per Linear Foot,Dollars (\$.....).

Manholes and Deep Manholes, Complete.

Each,Dollars (\$.....).

Chamber in 150th Ave. at Judith St.,

Complete,Dollars (\$.....).

Chamber in Judith St. near Farmers Boulevard,

Complete,Dollars (\$.....).

Chamber in Judith St. at Farmers Boulevard,

Complete,Dollars (\$.....).

"Risers" (C. I. Pipe Class "A"),

Per Vertical Foot,Dollars (\$.....).

6-inch Vitrified Pipe House Connection Brains.

Per Linear Foot,Dollars (\$.....).

EXHIBIT C-36 (continued).

T Y P E "B"

7'-0" Reinforced Concrete Pipe Sewer (Precast Type "B"),

Per Linear Foot, *One hundred five* Dollars (\$ *105⁰⁰*).

Manholes and Deep Manholes, Complete,

Each, *Four hundred* Dollars (\$ *400⁰⁰*).

Chamber in 150th Ave. at Judith St..

Complete, *Twenty five hundred* Dollars (\$ *2500⁰⁰*).

Chamber in Judith St. near Farmers Boulevard,

Complete, *Twenty five hundred* Dollars (\$ *2500⁰⁰*).

Chamber in Judith St. at Farmers Boulevard,

Complete, *Twenty five hundred* Dollars (\$ *2500⁰⁰*).

"Risers" (C. I. Pipe Class "A"),

Per Vertical Foot, *Five* Dollars (\$ *5⁰⁰*).

6-inch Vitrified Pipe House Connection Drains,

Per Linear Foot, *Five* Dollars (\$ *5⁰⁰*).

EXHIBIT C-36 (continued).

VI. The Contractor admits that the quantities of materials to be furnished and the amount of work to be done, as stated in the proposal for bids for the work, are approximate only. The Contractor agrees that The City is not to be held responsible that any of said quantities and amounts shall obtain in the construction of the work, as he has judged for himself as to such quantities and amounts and each of them, and as to the other circumstances affecting the cost of the performance of this contract; and that he will not at any time dispute or complain of such statement nor assert that there was any misunderstanding in regard to the character, size or depth of the excavations to be made or the kind or amount of the materials to be furnished or work to be done. The Contractor hereby agrees that he will not ask, demand, sue for, nor seek to recover for the entire work any extra compensation beyond the amount payable for the several classes of work and kinds of materials in this contract enumerated, which shall be actually performed and furnished, at the prices therefor herein agreed upon and fixed.

Quantities are approximate only.

No extra compensation.

VII. The sewer and appurtenances will be built on the lines, at the depths and at the grades and in the manner shown on the plan of the work as the same will be designated on the ground by the Engineer.

Sewers, etc., to be built as shown on the plan.

The President may change the line of the sewer or the location of the basin manholes, inlets or other sewer appurtenances provided such changes do not materially affect either the character or the amount of the work to be done, or the conditions under which it is to be performed, and the Contractor hereby agrees to make no claim for damages or extra compensation on account thereof.

Line may be changed.

The Contractor will safeguard all points, stakes, grade marks, monuments and bench marks made or established on or near the line of work, and he agrees to accept responsibility for and to remedy at his cost any mistakes that may be caused by the unauthorized disturbance or removal of such points, stakes, grade marks, monuments and bench marks.

Preservation of points, stakes, etc.

VIII. No claim for additional work or materials shall be made by or allowed to the Contractor, unless before the performance of such additional work the President shall have first authorized the same, in writing, and the same shall have been done or furnished under a written order from the President, given before the performance of such additional work or the furnishing of such additional materials. The aggregate price to be paid for additional work or materials so authorized or ordered shall not exceed five (5) per cent. of the contract price or the total cost of the work and materials.

Written order for extra work.

This contract may be modified and changed from time to time as may previously be agreed to, in writing, between the parties hereto, in a manner not materially affecting the substances thereof or increasing the contract price thereunder, in order to carry out and complete more fully and perfectly the work herein agreed to be done and performed.

Contract may be modified.

All claims for additional work or materials in any month shall be made to the Engineer, in writing, before the 15th day of the following month, and failing to make such claim within the time required, the rights of the Contractor to additional pay for such additional work or materials shall be deemed to have been waived and forfeited.

Limit to extras.

EXHIBIT C-36 (continued).

Inspection.

IX. The Engineer shall inspect the materials furnished and the work done and see that the same correspond with the specifications. The Engineer is hereby authorized and empowered to reject and refuse all labor and material or method of application, or any part thereof, offered under or in fulfillment of this contract, that do not comply in kind, quality or quantity with the terms thereof. Any material delivered or offered to be delivered under this contract, which shall be rejected by the Engineer as not conforming to the terms thereof, will be forthwith removed by the Contractor, and material which does so conform will be forthwith furnished and delivered by him in place thereof. The Contractor hereby agrees not to use any material which has not been inspected and accepted, nor to perform any work except under inspection, to which end he further agrees to notify the Engineer when lines, grades or inspection are required so that the Engineer may have time to provide for the same. No inspection, approval or acceptance of any part of the work herein contracted for or of the materials used therein, or any payment on account thereof, shall prevent the President from refusing to accept the work or materials at any time thereafter.

Work or materials may be condemned at any time.

Engineer to be final arbiter.

X. To prevent all disputes and litigation, it is hereby agreed that the Chief Engineer in charge of Sewers shall, in all cases, determine the amount and the quality of the several kinds of work and materials which are to be paid for under this contract, and he shall determine all questions in relation to the work and materials and the construction thereof, and he shall in all cases decide every question which may arise relative to the execution of this contract on the part of the Contractor, and his decision will be final and conclusive upon the Contractor; and such decision, in case any question shall arise, shall be a condition precedent to the right of the Contractor to receive any money under this contract.

Any doubt as to the meaning of this contract and the specifications thereof, or any obscurity as to the wording of them, or any discrepancy between them and the plan will be explained by the Engineer, and his explanation will be accepted by the Contractor, who hereby agrees to execute the work in accordance with such explanation, and to make no charge or claim for any extra work or damage on account thereof.

Work and materials must agree with specifications.

XI. The work will be performed in the best manner, and all materials of which the work is composed will be of the best kind, and a sufficient number of persons will be at all times employed to execute the work with due dispatch, the whole to be done to the satisfaction of the Engineer, and any materials furnished or work done not satisfactory to the Engineer will be immediately removed and satisfactorily replaced by the Contractor at his own expense; or if he shall neglect or refuse to remove and replace the same when notified so to do by a written notice to be served upon him, then the President may remove, or cause the same to be removed and satisfactorily replaced, by contract or otherwise, as he may deem expedient, and charge the expense thereof to the Contractor; and the expense so charged shall be deducted and paid by The City out of such moneys as are or may become due under this contract.

Examinations.

During the progress or after the completion of the work, should the Engineer require it, for the purpose of examining the same, the Contractor will make such openings, and to such extent through such part

EXHIBIT C-36 (continued).

or parts of the work as the Engineer may direct, and the Contractor will satisfactorily restore the work so disturbed. Should the openings disclose defects in the work, such defects shall be remedied in accordance with the provisions of the first paragraph of this section.

XII. Wherever an article or any kind of material is specified by a trade name or by the name of a patentee, manufacturer or dealer, or by reference to the catalogue of a manufacturer or dealer, it shall be taken as intending to mean and specify the article or kind of material designated, or any other equal thereto in quality, finish and durability, and equally serviceable for the purposes for which it is or they are intended. Nothing on the plan or in the specifications shall be interpreted or taken to violate the provisions of Section 1554 of The Greater New York Charter, which provides that "except for repairs, no patented pavement shall be laid, and no patented article shall be advertised for, contracted for or purchased, except under such circumstances that there can be a fair and reasonable opportunity for competition, the conditions to secure which shall be prescribed by the Board of Estimate and Apportionment."

Use of patented articles.

The Contractor will be responsible for any claims made against The City for any infringement of patents, by the use of patented articles or processes in the construction and completion of the work, and he will save harmless and indemnify The City against all costs, expenses and damages caused by reason of any infringement of patents used in the construction and completion of the work.

Claims for infringement.

XIII. The Contractor will begin the work herein agreed to be performed on such date as the President shall notify him to begin, on and from which date the time hereinafter fixed for the completion of the work shall begin to run. The place where the work is to be begun will be either stated in said notice or designated on the ground by the Engineer. The commencement of work by the Contractor without notice shall be deemed and taken to be a waiver on his part of notice to begin work, in which case the time for the completion of the work will begin to run on and from the date the work was commenced.

Commencement and completion.

XIV. The Contractor will carry on the work with such force and in such manner and order and at such places, times and seasons, including freezing weather, as may be directed by the Engineer, and will execute all the work in every respect in a thorough and workmanlike manner; and he will fully and entirely perform this contract on his part before the expiration of... *Two Hundred and Fifty* (*250*.....) CONSECUTIVE WORKING DAYS.

Time of performance.

It is hereby agreed that the time designated for the performance of all the work under this contract is of the essence of this agreement, in view whereof it is hereby further agreed that a rate of progress will be maintained so that the work performed up to any time will be at least the same percentage of the total work to be performed under this contract as the net elapsed time at such time is of the total time allowed for the performance of all the work under this contract.

Time important.

In the computation of the number of consecutive working days, the time during which the completion of the work has been delayed in

EXHIBIT C-36 (continued).

consequence of the condition of the weather, or tides, or by any act or omission of the party of the first part, or during such period as the work has been suspended by written order of the President, or delays for which the Contractor is not responsible (all of which will be determined by the President, who shall certify to the same in writing, and whose determination and certificate thereof shall be binding and conclusive upon the Contractor), will be allowed to the Contractor and will be deducted in computation. Sundays, and also holidays on which no work is done, will also be excluded from said computation. In case a larger amount of rock excavation than is set forth in the Engineer's Estimate shall be necessary, an allowance of one day will be made for each 25 cubic yards of such excess of rock excavated and removed in accordance with the measurement of rock allowed by the specifications. If the completion of the work to be done under this contract shall require work or materials or both in greater amounts than those set forth in the Engineer's Estimate of Quantities, or if unforeseen obstacles are encountered in the prosecution of said work, then the time which the Contractor is delayed on account thereof will be determined and allowed by the President at the completion of the work, upon the receipt by him of a written application from the Contractor for such determination and allowance. No demand by the Contractor that the President determine and certify the matters aforesaid shall be of any effect whatsoever unless the same be made in writing and duly served upon the President prior to the filing in the office of the Comptroller of The City of the final certificate of the completion and acceptance of the work.

End of time period

The time shall run against this contract until all work called for in this contract is completed to the satisfaction of the Engineer.

Liquidated damages.

XV. In case the Contractor shall fail to complete the work hereunder in accordance with the contract within the time aforesaid, he agrees to pay to The City the sum of Fifty Dollars (\$50.00) for each and every day the time consumed in said performance and completion exceeds the time hereinbefore allowed for that purpose; which said sum, in view of the difficulty of ascertaining the loss which The City will suffer by reason of delay in the performance of the work hereunder, is hereby agreed upon, fixed and determined by the parties hereto as the liquidated damages that The City will suffer by reason of said delay and default, and not as a penalty; and The City shall and may deduct and retain the amount of such liquidated damages out of the moneys which may be due or become due under this contract.

Work not provided for in contract.

XVI. If, before the commencement or completion of the work contemplated herein, it shall become necessary to do any other or further work on or near the line thereof than is provided for in this contract, the Contractor will not in any way interfere with or molest such person or persons as the President may employ to do such work, and will carry on the work under this contract in such manner as may be ordered so as to afford all reasonable facilities for doing such other or further work; and no damage or claim by the Contractor shall be allowed therefor, except such allowance of time for delay as the President may deem reasonable.

EXHIBIT C-36 (continued).

XVII. The President is hereby authorized to suspend the whole or any part of the work herein contracted to be done, if he shall deem it for the interest of The City so to do. During such suspension the trenches shall be backfilled, if required, and the roadways and pavements over the same satisfactorily restored, and all materials upon the work shall be neatly piled so as not to obstruct public travel, or shall be removed from the line of the work, if directed.

President's right
to suspend work.

XVIII. Should postponement or delay be occasioned by the precedence of paving or other contracts, which may have been either let or executed before the opening of the bids for this contract, the Contractor will make no claim for damages therefor nor for any damages in consequence of the street or the adjoining sewers not being in the condition contemplated by the parties at the time of making the contract; if, however, the Contractor shall be delayed in performance of his work by reason of the street or the adjoining sewers not being in such condition, or by reason of the work or any part thereof being suspended as hereinbefore provided, such allowance of time on account thereof as the President shall deem reasonable will be made

No damages to be
claimed for delay
due to other
contracts.

If the work be suspended or delayed by any act or omission of The City, or for the reason that The City does not own or has not obtained possession of, or the right to enter upon the land upon which the work is to be performed, or because of any act or omission of any employee or agent of The City or any other Contractor performing work for The City, the President or whoever is directed by this contract, to make the certificate in reference to time, shall make such allowance of time for the completion of the work as the Engineer shall certify that the work has been delayed. No allowance whatever as damages will be made to the Contractor because of any such suspension or delays, and no claims shall be made by the Contractor on account thereof.

XIX. No allowances of time for delays under the provisions of this contract nor the delivery and acceptance of any articles or materials called for by this contract, shall be deemed to be a waiver by the President of the right to abrogate this contract for abandonment or delay in the manner hereinafter provided.

Allowance of time
for delays.

XX. Prior to the commencement of and during the progress of the work under this contract the President shall have the right to undertake, and to grant permits for any construction, reconstruction, and repairing of any pipes, sewers, basins, subway ducts and railway tracks, and any appurtenances thereof located on and adjoining the line of the work, and for any connections with and additions to such pipes, etc., and for such purposes, the President is hereby authorized to suspend work on any part of this contract, in accordance with Section XVII, and the Contractor will not interfere with nor place any obstructions in the way of any person or persons who may be engaged upon such work. The President is hereby authorized to connect, by contract or otherwise, any sewers and drains with the work built under this contract and to grant permits to any person or persons to make connections therewith at any time before it is completed; and the Contractor will not interfere with nor place obstructions in the way of such persons as may be employed in building

Right to construct
sewers, etc.

Permits for
connections.

EXHIBIT C-36 (continued).

such sewers and drains, or in making such connections, and the flow from such sewers, drains and connections will be permitted by the Contractor to discharge into the work built under this contract and the Contractor agrees to make no claim for compensation, damages or delay on account thereof. The issuance of such permits shall not be considered as an acceptance by The City of that part of the sewer into which such connections empty or flow, nor shall the Contractor on account thereof be relieved from the cleaning of the sewer prior to the final examination of the work. No new connections or drains will be allowed to be made or joined to the work built under this contract unless a permit therefor has been duly issued by the President, which permit shall be shown in all cases to the Inspector of the Work.

Flow of sewers
and drains, etc.

XXI. The Contractor will provide at his own cost for the flow of the sewers, drains and water courses interrupted during the progress of the work, and will immediately cart away and remove all offensive matter. The flow throughout the entire length of such sewers and appurtenances as are to be replaced by the work to be done under this contract will be maintained by the Contractor. The Contractor will remove at his own cost and expense all such bulkheads as may be directed from the sewers with which the work under this contract will be connected. When the permanent removal of any existing pipe sewers and appurtenances and pipe drains is necessitated by the work to be done under this contract, such of the materials of such structures as may be directed shall be carefully taken up, piled and left at the disposal of The City, and shall not be used in the work, and the remainder shall be removed from the work and disposed of by the Contractor. Wherever the work to be built under this contract, or the trenches in which it is to be constructed, follow the line, and occupy the place of or intercept the Fire Alarm Telegraph System of The City, or any existing sewers, drains, culverts, basin connections or house connections for which permits may have been granted prior to the opening of the bids for this contract, the Contractor will make the same good, and will rebuild the Fire Alarm Telegraph System of The City and also said sewers, drains, culverts, and connections, or connect the same with the sewer built under this contract, whichever he may be directed to do, at his own cost and expense. All sewers, drains; culverts, basins and basin connections rendered unnecessary by the construction of the work herein contemplated, shall be thoroughly broken up, except as otherwise hereinbefore provided, and satisfactorily filled in by the Contractor at his own cost and expense, as shall also all portions of water courses in, through or across any street that may be rendered unnecessary by the construction of this work. During the progress of the work, and until the completion and acceptance thereof, the sewers, drains, basins, culverts and connections built under this contract shall be kept thoroughly cleaned throughout, and shall be left clean.

Drains, etc.,
interrupted.

Sewers, etc., to be
kept clean.

Soil of sand
or earth.

XXII. The Contractor will not sell, nor permit to be removed from the line of the work, before the trench shall have been backfilled, any building sand or earth thrown up, except upon written permission, and then only so much as shall remain after reserving a sufficient quantity to backfill the trench and complete the paving; and the Contractor will, in all cases, backfill the trench with the same material thrown out, provided it be suitable under the provisions of the Specifications hereof; but if it

EXHIBIT C-36 (continued).

he unsuitable, then, the same shall be removed from the line of work, and suitable material procured, and used for backfilling the trench, and when required, sand of proper quality and depth shall be spread on the surface to receive the pavement.

The Contractor hereby agrees that all excavated material and materials of construction placed by him or for him upon private property, unless by written permission of the owners or lessees thereof, will be removed by him and all damage to said property remedied by him at his own cost and expense. Unless such materials are removed and such damage remedied by the Contractor within 48 hours after the receipt by him of a written notice so to do, he agrees that the President shall be and is hereby authorized to dispose of such materials, and to remedy such damage and to deduct the expense thereof from the moneys due or to become due under this contract.

XXIII. The Contractor will give his personal attention constantly to the faithful prosecution of the work; he will not assign, transfer, convey, sublet or otherwise dispose of this contract, or his right, title or interest in or to the same, or any part thereof, without the previous consent, in writing, of the President, indorsed hereon or hereto attached; and he will not assign, by power of attorney or otherwise, any of the moneys to become due and payable under this contract, unless by and with the like consent, signified in like manner. If the Contractor shall, without such previous written consent, assign, transfer, convey, sublet or otherwise dispose of this contract, or of his right, title or interest therein, or any of the moneys due, or to become due under this contract, to any other person, company or ^{other} corporation, this contract may, at the option of the President, be revoked and annulled, and The City shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor, and to his assignee or transferee; provided that nothing herein contained shall be construed to hinder, prevent or affect an assignment by the Contractor for the benefit of his creditors, made pursuant to the statutes of the State of New York; and no right under this contract, or to any money to become due hereunder, shall be asserted against The City, in law or in equity, by reason of any so-called assignment of this contract, or any part thereof, or of any moneys due or to become due hereunder, unless authorized as aforesaid by the written consent of the President.

Contractor to give personal attention to work.

Not to assign or sublet.

XXIV. Whenever the Contractor is not present on any part of the work, where it may be necessary to give directions, orders will be given by the Engineer to and shall be received and obeyed by the superintendents and foremen who may have immediate charge of the men employed on the particular work in relation to which the order may be given; and at any time, if a foreman or workman employed by the Contractor shall be declared by the Engineer to be disobedient, incompetent or disrespectful, the Contractor, on receiving written notice to that effect, will forthwith dismiss such person, and will not again employ him on any part of the work. The Contractor will provide all necessary assistance for the Engineer when required, without charge or expense to The City or Engineer.

When Contractor is absent.

Disorderly workmen.

Contractor to provide assistance.

EXHIBIT C-36 (continued).

Contractor to
plank and bridge
for traffic.

XXV The Contractor will observe the law and all ordinances of The City in relation to obstructing the streets, keeping open passageways and protecting the same where they are exposed and would be dangerous to the public travel, and such passageways shall, as may be required, be planked or bridged by the Contractor, at his own expense.

Guards and lights.

XXVI. During the performance of the work herein set forth the Contractor will place proper guards upon and around the same for the prevention of accidents; and at night will put up and keep suitable and sufficient lights, and he will indemnify and save harmless The City against and from all claims, suits and actions, of every name and description, brought against it, and all costs and damages to which it may be put on account or by reason of any injury or alleged injury to the person or property of another, resulting from the prosecution of the work, or from negligence or carelessness in the performance of the work, or in guarding the same, or from any improper materials used in its prosecution, or by or on account of any act or omission of the Contractor, or his agents; and the Contractor agrees that the whole or so much of the moneys due to the Contractor under and by virtue of this contract, as shall or may be considered necessary by the Comptroller of The City, may, at its option, be retained by The City until all such suits and claims for damages as aforesaid shall have been settled, and evidence to that effect furnished to the satisfaction of the Comptroller.

Indemnification
of City.

Contractor to
make repairs.

XXVII. In case any injury is done to property along the line of the work, or to any sidewalk, in consequence of any act or omission on the part of the Contractor or his employees or agents in carrying out any of the provisions or requirements of this contract, the Contractor will make such repairs as are necessary in consequence thereof, at his own expense and to the satisfaction of the President, and in case of failure on the part of the Contractor to promptly make such repairs, they may be made by the President, and the expense thereof will be deducted out of the moneys due or to become due under this contract.

Loss or damage
to be assumed by
Contractor.

XXVIII. The Contractor agrees to assume, and to make no claim on account of, any and all loss or damages arising out of the nature of the work to be done under this contract, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the same, or from the action of the elements, or from incumbrances on or near the line of the work, or from the breaking of water mains, sewers and gas mains, on or near the line of the work.

Claims for
labor, etc.

XXIX. The Contractor will pay promptly, and in cash, for all labor employed upon and all materials furnished and used in the work, and if at any time before or within thirty days after the whole work herein agreed to be performed has been completed and accepted by The City, any person or persons claiming to have performed any labor or furnished any materials toward the performance and completion of the contract, shall file with the President and with the Comptroller of The City any such notice as is described in the Lien Law or any act of the Legislature of the State of New York, then, and in every such case, The City shall retain—anything herein contained to the contrary thereof notwithstanding—from the moneys under its control, and due or to become due under this contract, so much of the moneys as shall be sufficient to pay off,

EXHIBIT C-36 (continued).

satisfy and discharge the amount in such notice alleged or claimed to be due to the person or persons filing such notice, together with the reasonable cost of any action or actions brought to enforce such claim or the lien created by the filing of such notice. The money so retained shall be retained by The City until the lien thereon created by the said act and the filing of said notice shall be discharged, pursuant to the provisions of the said act.

XXX. The Contractor will not, at any time, suffer or permit any lien, attachment, or other incumbrances, under the law of this State or otherwise, by any person or persons whomsoever, to remain on file in the Finance Department or at the office of the City Department having supervision of the work against any money due or to become due for any work done or materials furnished under this contract, or by reason of any other claim or demand against the Contractor; and any such lien, attachment, or other incumbrance, until it is removed, shall preclude any and all claim or demand for any payment whatsoever under or by virtue of this contract.

Contractor will prevent filing of liens, etc.

The Contractor further agrees that he will present to the party of the first part satisfactory evidence that all just liens, claims and demands of his employees, or of parties from whom materials used in the construction of the work may have been purchased or procured are fully satisfied and that the materials furnished and work done under this contract are fully released from all such liens, claims and demands before said party of the second part will demand or shall receive the sums due on final payment under this contract.

Evidences of satisfaction of liens, etc.

XXXI. At least twenty-four hours before breaking ground for the work under this contract the Contractor will give notice in writing to all gas, railroad and other companies owning or controlling any pipe, tracks or other structures which during the progress of the work may be affected by the prosecution of the same so that said companies may protect or remove their structures and he will not cause any hindrance to, or interference with, any such gas company or other company or companies in protecting their said pipes, tracks or other structures, nor in removing or otherwise protecting and replacing the main and service pipes, lamp-posts, lamps, tracks or other structures where necessary, but the Contractor will suffer the said company or companies to take all such measures as are requisite for the purpose aforesaid. But if said gas, railroad, or other companies, within five days after receipt of such notice, fail to support, remove or otherwise protect their structures the Contractor will, upon the approval of the President, protect or remove the same, it being expressly understood that the cost thereof shall not be a charge against The City, but shall be a matter for adjustment between the Contractor and the company or companies concerned.

Notice to gas companies, etc.

Not to hinder other companies.

XXXII. It is hereby agreed that The City is not responsible or liable for the support, protection or reconstruction of such gas pipes, conduits, water pipes, tracks or structures owned by private companies enjoying special franchises or occupying any portion of the street or way on or below the surface in its streets or ways, as the Contractor admits that he has carefully examined the location of work, has made special inquiry at the offices of the companies owning, controlling or operating said pipes, conduits, tracks and structures, and he has determined to his satisfaction the character, size, location and length of such pipes, con-

Pipes, conduits, etc., of private companies.

EXHIBIT C-36 (continued).

duits, tracks and structures; that he has inspected the public records of the various City Departments having cognizance and control of pipes, conduits and other sub-surface structures, and of The City's water pipes, conduits, and sewers, and he has made such further personal inspection and investigation as he deemed proper to determine the correctness of the information so obtained; and he clearly understands that The City does not insure the accuracy of such reports or information, and agrees that he will not make any claim against The City for damages or extra work caused or occasioned by his relying upon such records, reports or information furnished by any City Department or any companies, either as a whole or in part.

Protection and restoration of pipes, etc., of private companies.

XXXIII. The contractor agrees to confer with and to make to or entertain an offer from such private companies as own the said pipes, conduits, tracks or structures, and the Contractor further agrees to enter into an agreement with said companies by what terms and at what prices the support, protection, removal and reconstruction of the pipes, conduits, tracks and structures will be undertaken and accomplished, and in the event of the failure to make such an agreement with said companies, he will not complain nor make any demand on The City for additional compensation or pay for supporting, protecting, removing or restoring the said pipes, conduits, tracks or other structures.

Contractor to notify Department of Water Supply, Gas and Electricity.

XXXIV. At least twenty-four hours before breaking ground, for the purpose of constructing the work of this contract, the Contractor agrees to give notice thereof in writing to the Department of Water Supply, Gas and Electricity.

City's water pipes, etc

XXXV. If, upon excavating, it shall be found that any existing water pipes or appurtenances owned or controlled or operated by the City follow the lines, or occupy the place, of the sewer or sewers and appurtenances, to be laid or built, as shown on the plan, such existing water pipes and appurtenances will be removed and relaid, or rebuilt, by and at the cost of the Department of Water Supply, Gas and Electricity of The City of New York; if, however, in order to facilitate the work to be done under this contract, it be found desirable to temporarily remove any water pipes or appurtenances owned or controlled or operated by The City, the removal and replacing in their original positions of such water pipes and appurtenances will be done by the Department of Water Supply, Gas and Electricity for the Contractor at his cost and expense.

Protection of City's water pipes, etc.

XXXVI. The Contractor agrees to protect all water mains and service water pipes owned, controlled or operated by The City which may be affected in any manner by the work done under this contract, except as hereinbefore provided, and to protect all such water and service pipes from freezing, and if he fails to do so, the Commissioner of Water Supply, Gas and Electricity is hereby authorized to protect such main and service pipes, or in the event of their having suffered injury to replace such pipes, and recalk and repair the same immediately, as the work progresses, and the cost thereof shall be charged to the Contractor; the cost so charged shall be deducted from any sum or sums due or to become due to the Contractor under this contract, and in case such sum or sums shall be insufficient to cover such cost, the Contractor will be liable for the balance.

EXHIBIT C-36 (continued).

XXXVII. The Contractor agrees to sustain in their places and protect all water or gas mains, conduits, subways or service pipes, steam pipes and pneumatic pipes that may be adjacent to his work, but entirely outside of the lines of the excavations as required by the specifications, and all sidewalks, curbs, stoops, areas, and all other property in the vicinity of his work, from direct or indirect injury by caving or otherwise, and he hereby assumes all expenses for direct or indirect damage which may be occasioned by injury to any of them, and he agrees to have at all times a sufficient quantity of timber and other necessary materials and appliances on the ground, and will use the same, as required, for bracing and sheeting the sides and ends of excavations, and for sustaining and supporting any and all pipes, conduits, subways, lamp-posts and lamps or other structures that are undermined, weakened, endangered or threatened; and in case any damage or injury shall or may result to said pipes, conduits, subways, lamp-posts and lamps and other works or structures of any gas, electric, railroad or other company whatsoever, or to any private property, through or by reason of any negligence, wilfulness, carelessness or want of skill on the part of the Contractor, his agents or servants, the Contractor hereby agrees to pay such amount as may be sufficient to cover the expense and damages occasioned by such negligence, wilfulness, carelessness or unskillfulness, and that such amount shall be charged against him; and the President is hereby authorized to deduct and retain from any moneys which may be due, or which shall become due, under this contract, a sum sufficient, in his judgment, to cover the cost of making good any such damages, expense or loss, and to apply said sum so deducted and retained to the requisite repairs or renewals, or to reimburse the parties damaged or injured.

Protection of gas and water mains and pipes, etc.

XXXVIII. All iron, water and gas pipes which it becomes necessary to remove shall be considered the property of The City and will be piled by the Contractor in such part or parts of the streets as may be directed, unless notice to the contrary is given him in writing, in which case he will remove the same at his own expense.

Old water and gas pipes.

XXXIX. In case the grade of the street shall be changed during the progress of the work, the Contractor will conform to the altered grade at the contract prices, as far as they are applicable; and for any work, for which there is no contract price, the provisions in relation to work not provided for in this contract shall apply.

Change of grade.

XL. All quantities of work and materials to be paid for will be measured and determined, according to the plan and the working lines that may be given, and the specifications, when the work conforms thereto. No allowance will be made on any part of the work for any excess above the quantities required by such plan, lines and specifications. Should the dimensions of any part of the work, or of the materials, be less than those required by the plan, the actual quantities only will be allowed in measurement.

Measurement of work and material.

XLI. The Contractor will not be entitled to demand or receive payment for any portion of the work or materials unless the same has been fully completed in the manner set forth in this contract, and such completion duly certified by the Engineer in charge of Sewers, and

Payment on acceptance of work.

EXHIBIT C-36 (continued).

until each and every one of the stipulations hereinbefore mentioned is complied with, and the work completed to the satisfaction of the President and accepted by him, and the final certificate of completion and acceptance thereof, signed by the President and said Engineer, filed with the Comptroller. The City will pay to the Contractor on or before the expiration of thirty days from the filing of said final certificate of completion and acceptance in the office of the Comptroller, the whole of the moneys accruing to the Contractor, under this contract, except such sum or sums of money as shall be retained under any of the provisions herein contained for that purpose, or in any law of the State, or under any ordinance of The City passed prior to the date of this contract and now in force.

Moneys to be retained, for repairs to unpaved streets.

It is hereby further agreed that The City shall be and is hereby authorized to retain out of the moneys payable to the Contractor, during a period of six months from the date of the final completion and the acceptance by the President of the work done under this contract, the sum of \$... $\frac{0.06}{100}$... for each linear foot of sewer, basin connection, and house connection constructed under this contract within unpaved streets, and the sum of \$... $\frac{0.75}{100}$... for each linear foot constructed within streets repaired by the Contractor. And should the Contractor fail to make such repairs to the street surface as may become necessary by reason of the work done under this contract within two days of the date of service of notice upon him so to do, then the President may expend such sum or any part thereof in making such repairs.

Payment of retained moneys to be made after six months.

It is hereby further agreed that The City, upon the expiration of the said period of six months, will pay to the said party of the second part the whole or such part of the moneys retained as may remain after the expenses of making said repairs, in the manner aforesaid, shall have been paid therefrom.

Termination of six months' period.

It is hereby further agreed that if the termination of the said period of six months after the completion and acceptance of the work done under this contract shall fall within the months of December, January, February or March, then and in that case the said months of December, January, February and March, or such part thereof as the President may determine, will not be included in the computation of said period of six months.

Final certificate to control.

XLII. The action of the Engineer in Charge of Sewers, by which the Contractor is to be bound and concluded according to the terms of this contract, shall be that evidenced by said Engineer's final certificate, all prior certificates upon which eighty-five per centum (85%) payments may have been made being merely estimates, and subject to the corrections of such final certificate, which may be made without notice to the Contractor thereof, or of the measurements upon which the same is based.

85 per cent. payments.

XLIII. In case the amount of this contract, based on the Engineer's estimate and the contract prices, shall be five thousand dollars (\$5,000.00) or over the Engineer shall from time to time, as the work progresses, but not oftener than once a month, make in writing an esti-

EXHIBIT C-36 (*continued*).

mate, such as in his opinion shall be just and fair, of the amount of the work done and material installed by the Contractor in the performance of this contract on his part, and of the value thereof under and according to the terms of this contract. No allowance will be made in these estimates for materials furnished and delivered until such materials shall have been permanently incorporated in the work, except as hereinafter stated. The first such estimate will be of the amount of work done and materials furnished and installed since the Contractor commenced the performance of this contract on his part, and every subsequent estimate, except the final one, will be of the amount of work done and materials furnished and installed since the last preceding estimate was made. In the estimates allowances will be made for Reinforcing Steel, Structural Steel, Pumps, Electric Motors, Valves, Cast Iron Pipe, Salt Glazed Tile Pipe 12 inches in diameter and larger sizes, Precast Concrete Pipe 24 inches in diameter and larger sizes, Stationary Screens, Mechanically Driven Screens, Cast Iron Tunnel Lining and Precast Concrete Blocks for Tunnel Lining, prior to their installation, which are owned by the Contractor and free from all liens or claims, and which have been delivered at locations where work is to be performed under this contract. Such allowances will be calculated at Eighty (80) per cent. of the cost price for said materials. But no allowances will be made for those materials delivered which are in excess of the quantities permitted under the specifications to be distributed along the lines of the work. The Contractor will be required to furnish, prior to the certification for payment, written evidence satisfactory to the Borough President that the Contractor is the owner of the materials upon which payment is to be certified, and that such materials are free from liens or claims. Before certifying for payment for materials aforesaid, the Contractor shall execute or have executed and delivered to The City any and all instruments required to vest in The City title to such materials free from claims or liens. Title to materials certified for payment shall vest in The City upon certification of the same for payment. The Contractor, however, agrees to and does assume responsibility for the safety, care and protection of all such materials until they have been finally installed in the work and the completed work accepted by the City, and further agrees at his own cost to replace any such materials that may be lost or damaged. The aforesaid estimates of amount and quantity will not be required to be made by strict measurement, but they may be made by measurement or by estimation, or partly by one and partly by the other, and it shall be sufficient if they are approximate only and estimates strictly so called. Upon each such estimate, made prior to the time of the completion of all work of laying all the sewers and appurtenances and the backfilling of trenches, said estimate being certified in writing by the Borough President and Engineer and filed with the Comptroller, The City will pay to the Contractor eighty-five per centum of the amount stated in such estimate to be the value of the work therein certified to have been done and materials certified therein to have been furnished and installed, and eighty-five per cent. of eighty per cent. of the cost not exceeding the contract value of materials not installed hereinabove specified; except that subsequent to the completion of all the work of laying all the sewers and appurtenances and the backfilling

EXHIBIT C-36 (continued).

of the trenches, The City will pay to the Contractor eighty-five per centum of the value of the work done and materials furnished under the contract as certified by the Engineer, less the sums theretofore paid to the Contractor. No payment however, will be made unless the value of the work done and materials furnished, certified in each such estimate, shall amount to more than fifteen hundred dollars (\$1500.) and provided, that The City may at all times reserve and retain out of said instalments, or any of them, such sum or sums as by the terms hereof, or of any act of the Legislature of the State of New York, or of any ordinance of The City passed prior to the date hereof, it is or may be authorized to reserve or retain; and provided that where the Contractor, although the lowest bidder in the gross calculation, is to receive unusual or extraordinary prices for any of the different items of the work when considered separately, nothing herein contained shall be construed to affect the right of the President to determine the amount that may be due from time to time, not necessarily by the prices agreed upon in this contract, but by causing an estimate to be made of the value of the work done, taking as a basis of the calculations the whole amount of money that will have become due, according to the terms of this contract, when the whole work shall be completed.

If abandoned, etc.

Contract may be declared abandoned.

Completion of work to be undertaken by President

XLIV. The Contractor hereby agrees that if the work to be done under this contract shall be abandoned by him, or if this contract shall be assigned or the work sublet by him otherwise than is provided by the terms hereof, or if at any time the Engineer shall be of the opinion, and shall so certify, in writing, to the President that the performance of the contract is unnecessarily or unreasonably delayed, as evidenced by its actual rate of progress compared with the required progress (See Section XIV); or that the Contractor is wilfully violating any of the conditions or covenants of this contract or the specifications thereof, or is executing the same in bad faith, or not in accordance with the terms thereof, or that the work is not fully completed within the time designated in this contract for its completion, the President may declare this contract or any part thereof abandoned and notify the Contractor to discontinue all work or any part thereof under this contract, by a written notice to be served upon the Contractor either personally, or by leaving said notice at his residence, or with his agent in charge of the work, or in the manner provided in Section XLV; or with any employee found on the work, and the Contractor agrees to thereupon discontinue said work or such part thereof, and he further agrees that the President shall thereupon have the power to contract for the completion of the contract in the manner prescribed by law, or to place such and so many persons as he may deem advisable, by contract or otherwise, to work at and complete the work declared abandoned, and to use such plant and materials as he may find upon the line of the work, and to procure other plants and materials for the completion of the same, and to charge the expense of said plant, labor and materials to the Contractor; and it is further agreed that the expense so charged shall be deducted and also liquidated damages for delay in the completion of the work, as provided in Clause XV; shall be deducted and retained by The City out of such moneys as would have been payable to the Contractor if he had completed the work. And in case such expense and liquidated damages shall exceed the sum which would have been payable under this contract, if the same

EXHIBIT C-36 (*continued*).

d been completed by the Contractor, he shall and will pay the amount such excess to The City; and in case such expense and liquidated damages shall be less than the sum which would be payable to the Contractor, if the Contractor had completed the contract, he shall be entitled to the difference, subject to all the other terms, covenants and conditions of this contract. Upon the President signing the aforesaid written notice to the Contractor to discontinue all or any part of the work, he shall have the right to take immediate possession on behalf of The City of the plant and materials upon the line of the work, without notice to the Contractor, for the purpose hereinbefore specified, and no such plant or materials shall be removed so long as the same may be wanted for the work. In the computation of liquidated damages for delay in completion of the work, the time taken by The City or given to the new Contractor to whom the contract for the completion of this contract may be awarded, as well as the time taken in advertising and awarding such contract, shall be added to the time consumed by the Contractor under this contract up to the date when The City shall take the action provided in this clause, and from such total there shall be deducted the time allowed to the Contractor for completing the work under this contract. When any particular part of the work shall be carried on by The City by contract or otherwise under the provisions of this clause of the contract, the Contractor agrees to continue the remainder of the work in conformity with the terms of this contract and in such manner as in nowise to hinder or interfere with the persons or workmen employed, as above provided by The City by contract or otherwise to do any part of the work, or to complete the same under the provisions of this clause of the contract. In the event of the President undertaking to have performed the work or any part thereof under this clause of the contract, his certificate as to the amount of work done, cost, and of the excess cost, if any, of completing the work called for by this contract shall be binding and conclusive upon the Contractor, his assignees and his sureties.

XLV. It is agreed that the residence or place of business, given in the bid upon which this contract is founded, is hereby designated as the place where all notices, letters and other communications shall be served, mailed or delivered. It is further agreed that any notice, letter or other communication addressed to the Contractor and delivered at the above-named place, or deposited in a postpaid wrapper in any post-office box regularly maintained by the post-office, shall be deemed sufficient service thereof upon the Contractor. It is also further agreed that the place named may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor and delivered to the President. It is also further agreed that nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the Contractor personally.

Notice to
Contractor

XLVI. The Contractor agrees that he will comply with the provisions of "The Labor Law." He further agrees that no laborer, workman or mechanic in the employ of the Contractor, sub-contractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract, shall be permitted or required to work more than eight hours in any one calendar day, except in cases of extraordinary emergency, caused by fire, flood or danger to life or property; that the wages to be paid for a legal day's work or upon any material to be used

Labor Law.

EXHIBIT C-36 (continued).

thereon shall not be less than the prevailing rate for a day's work in the same trade or occupation in the locality where such public work is being constructed. Each such laborer, workman or mechanic shall receive the prevailing rate of wages. This contract shall be void and of no effect, unless the person or corporation, making or performing the same shall comply with the provisions of section 222 of the Labor Law.

No-estoppel.

XLVII. The City shall not, nor shall any Department or officer thereof be precluded or estopped by any return or certificate made or given by the President, any Engineer or other officer, agent or appointee of The City under any provision of this contract from at any time (either before or after the final completion and acceptance of the work and payment therefor pursuant to any such return or certificate), showing the true and correct amount, quality and character of the work done and materials furnished by the Contractor, or any other person under this contract, or from showing at any time that any such return or certificate is untrue and incorrect or improperly made in any particular, or that the work and materials, or any part thereof do not in fact conform to the contract; and The City shall not be precluded or estopped, notwithstanding any such return or certificate or payment in accordance therewith, from demanding and recovering from the Contractor such damages as it may sustain by reason of his failure to comply with the contract.

Understanding of plans and specifications

XLVIII. The Contractor hereby distinctly and expressly declares and acknowledges that, before the signing of this contract, he has carefully read the same, and the whole thereof, together with and in connection with the plan and specifications, and that he has made such examination of this contract and of said plan and specifications, and the location where said work is to be done, and such investigation of the work required to be done, and in regard to the material required to be furnished, as to enable him to thoroughly understand the intention of the same, and the requirements, covenants, agreements, stipulations and restrictions contained in this contract and in said plan and specifications; and distinctly agrees that he will not hereafter make any claim or demand upon The City, based upon or arising out of any alleged misunderstanding or misconception on his part of the said requirements, covenants, stipulations and restrictions; and that any information given to the Contractor by the Engineer or others as to the quantities in the work, prior to, or during the progress of the work shall have no bearing or effect whatsoever, upon the total amount of work to be paid for, in the final settlement.

Substitution of sureties.

XLIX. Should the Comptroller at any time deem the sureties under the contract to be unsatisfactory, he shall notify the Contractor to that effect and the Contractor shall, when so notified, forthwith submit in substitution new sureties acceptable to the Comptroller. No further payments shall be deemed due or shall be made until the new sureties shall qualify and be accepted by the Comptroller.

[Chapter 478, Laws 1916.]

L. This contract shall be void and of no effect unless the person or corporation making or performing the same shall secure compensation for the benefit of, and keep insured during the life of this contract, the employees engaged thereon, in compliance with the provisions of Chapter 41 of the Laws of 1914, known as the Workmen's Compensation Law, and acts amendatory thereof.

EXHIBIT C-36 (continued).

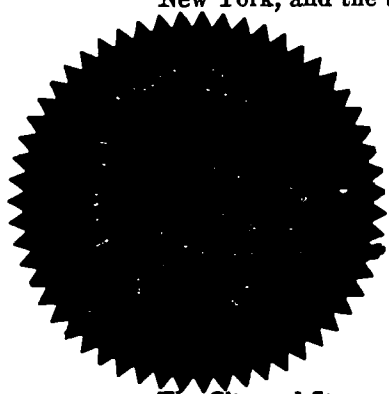
In Witness Whereof, The President of the Borough of Queens, for and on behalf of The City of New York, and Contractor have executed this agreement in triplicate, one part of which is to remain with the President, one other to be filed with the Comptroller of The City of New York, and the third to be delivered to the Contractor.

THE CITY OF NEW YORK

By.....
President of the Borough of Queens.

Hamm Construction Co.
Contractor.

By.....*Paul W. Paulsen Vice President*



The City and State of New York, }
County of Queens, } ss.:

On this... *24th* ... day of... *March* ..., 192 *5*.
before me personally came... *Maurice G. Connolly* ...
to me known and known to me to be the... President of the
Borough of Queens, of the City of New York, the person described as
such in and who as such executed the foregoing instrument, and he
acknowledged to me that he executed the same as said...
President for the purposes therein mentioned.

Jefferson Beilly
Commissioner of Deeds, New York City.

The City and State of New York, }
County of Queens, } ss.:

On this.....day of....., 192
before me personally came.....

.....
to me known and known to me to be the same person described in and
who executed the foregoing instrument, and he acknowledged to me that
he executed the same for the purposes therein mentioned.

.....
Commissioner of Deeds, New York City.

EXHIBIT C-36 (continued).

The City and State of New York, } ss.:
County of Queens,

Certificate of acknowledgment of Contractor, if a corporation.

On this 16th day of March, 1925,

before me personally came Paul W. Paulsen

to me known, who, being by me duly sworn, did depose and say that he resides in the City of Atlantic Highlands, N.J. and is the Vice President of Wammes Const. Co.

the corporation described in, and which executed the foregoing instrument; that he knows the corporate seal of said company; that the seal affixed to the foregoing instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said company and that by like order he thereto signed his name and official designation.

Jefferson Beatty
Commissioner of Deeds, The City of New York.

State of New York, } ss.:
County of Queens,

On this day of, 192

before me personally came.....

to me known and known to me to be a member of.....

Certificate of acknowledgment of Contractor, if a partnership.

..... the firm described in and which executed the foregoing contract, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purposes therein mentioned.

.....
Commissioner of Deeds, City of New York.

KNOW ALL MEN BY THESE PRESENTS, That we, Wammes Const. Co.

..... hereinafter called the "Contractor," and

Eagle Indemnity Co. and The Aetna Casualty & Surety Co., hereinafter called the "Sureties"

EXHIBIT C-36 (continued).

are held and firmly bound unto The City of New York, in the sum of

Two hundred thousand

..... DOLLARS, lawful money of the United States of America, to be paid unto THE CITY OF NEW YORK, or to its certain attorneys, successors or assigns; for which payment, well and truly to be made, we and each of us do bind ourselves, and our several and respective heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 16th day of March, 1925.

WHEREAS, The above bounden Contractor, by an instrument in writing, signed by said Contractor and bearing even date with these presents, one part whereof is hereto annexed, has contracted with The City of New York, by the President of the Borough of Queens,.....

to furnish all the labor and materials, and to excavate ~~for~~, build, construct and in all respects complete sewer, etc. in

150th Street, from Pumping Station at 134th Street to Judith Street, etc. 4th Ward.

..... together with all the work-incident thereto, as is fully and at large set forth and described in the contract aforesaid.

NOW, THEREFORE, The condition of the above obligation is such that if the said above bounden Contractor and its, his or their heirs, executors, administrators and assigns, or any or either of them, shall well and truly, and in a good, sufficient and workmanlike manner, perform or cause to be performed the said contract, and each and every of the covenants, promises, agreements and provisions therein contained to be performed by said Contractor, and complete the same within the period therein stipulated, and in each and every respect comply with the conditions therein contained, then this obligation to be void; otherwise, to remain in full force and virtue.

Edmund K...

Sturmer Construction Co. [L. S.]
Contractor.

By Paul W. Paulsen Vice President
United States Fidelity and Guaranty Company

By Edith Johnson Secretary
Attorney-in-Fact

31
ATTORNEY-IN-FACT

THE FIDELITY AND SURETY CO. 789-25
L. W. Lewis
Resident Vice-President

Harry J. Stamer
Resident Assistant Secretary

THIS CONTRACT IS FOR SECTION 2 AND INCLUDES the construction of a sanitary sewer and appurtenances in 150TH AVENUE from a point about 2.75 feet east of 153th Street to Judith Street; and in JUDITH STREET to Farmers Boulevard

EXHIBIT C-36 (continued).

Certificate of acknowledgment of bond by the Contractor, if a partnership.

State of New York, }
County of Queens, } ss.:

On this..... day of....., 192.., before me personally came
to me known and known to me to be a member of.....

.....
the firm described in and which executed the foregoing bond or obligation, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

.....
Commissioner of Deeds, New York City.

The City and State of New York, }
County of Queens, } ss.:

On this..... day of....., 192.., before me personally came
to me personally known and known to me to be the same person described in and who executed the foregoing bond or obligation, and severally acknowledged that he executed the same.

.....
Commissioner of Deeds, New York City.

The City and State of New York, }
County of Queens, } ss.:

On this...16th... day of...March... 192⁵... before me personally came Paul W. Paulsen.....

to me known, who, being by me duly sworn, did depose and say that he resides in Atlantic Highlands, N.J. that he is the Vice President of the Hammer Co. Co. of the the corporation described in, and which executed the above instrument, that he knows the corporate seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that by like order he thereto signed his name and official designation.

Jefferson K. Kelly
Commissioner of Deeds, The City of New York.

EXHIBIT C-36 (*continued*).

**Here Attach Acknowledgment and Statement
of Surety Company.**

EXHIBIT C-36 (continued).

FUNDS

PRESIDENT'S CERTIFICATE.

It is hereby certified that the estimated cost of the work and materials required by the within contract is *Four hundred seven thousand forty five*
thousand forty five
 DOLLARS (\$ *407,045⁰⁰*), and is chargeable to the Street Improvement Fund of The City of New York.

.....
 President of the Borough of Queens.

THE CITY OF NEW YORK, . **MAR 24 1925** ., 192

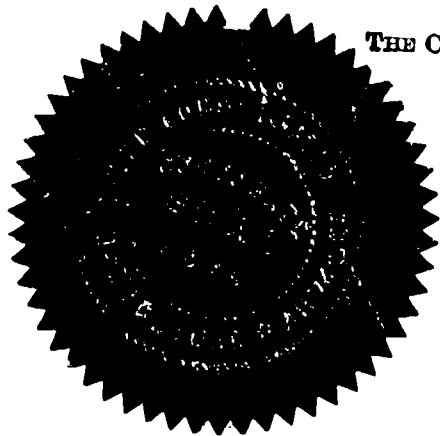


EXHIBIT C-36 (continued).

SPECIFICATIONS

TRENCHES.

1. Unless otherwise directed or permitted not more than ²⁰⁰ feet of any trench in advance of the end of the built sewer shall be open at any time; and unless written permission to the contrary is given, the trench shall be excavated to its full depth for a distance of at least 20 feet more than the minimum length of sewer permitted to be laid in it. (See paragraphs 127 and 154.) Trenches for house connection drains shall not be open on both sides of the street at the same time, unless permission has previously been given to close the street. Unless otherwise directed each trench for ~~basin connections and~~ house connection drains shall be fully excavated for its entire length before any pipes are laid therein.

Length of trench.

2. Where necessary, the sides of the trenches and excavations shall be supported by adequate sheeting and bracing. Steel sheeting may be used only where shown on the plan or directed. Sheeting and bracing will be paid for only when left in place by written order, in which event the amount left in place will be paid for at the contract price for such material, unless specially permitted, sheeting against which concrete is placed shall not be removed and will not be paid for. The Contractor will be held accountable and responsible for the sufficiency of all sheeting and bracing used, and for all damage to persons or property resulting from the improper quality, strength, placing, maintaining or removing of the same.

Sheeting and bracing.

3. Where the material to be excavated is of such a character as to render it necessary, the sheeting shall be closely driven and to such depth below the bottom of the sewer as may be directed.

Sheeting in soft material.

4. All work shall be done in open trenches or excavations; no tunneling shall be done except with the consent of the Engineer.

Tunneling.

5. The Contractor shall grub and clear the surface over the trenches and excavations of all trees and stumps and remove the same from the work.

Trees and stumps.

6. If required, any or all of the excavated material shall be satisfactorily disinfected or deodorized or immediately removed from the work.

Materials to be disinfected.

The excavated material and materials of construction shall be so deposited, and the work shall be so conducted as to leave open and free for traffic all crosswalks, a space on each sidewalk not less than one-third the width of such sidewalk and unless permission is given to the contrary a roadway not less than 8 feet wide for the free passage of vehicles. Street hydrants, water gates, fire alarm boxes and letter boxes shall be kept accessible for use. During the progress of the work the Contractor shall maintain such crosswalks, sidewalks and roadways in satisfactory condition, and the work shall at all times be so conducted as to cause a minimum of inconvenience to public travel, and permit of safe and convenient access to private and public property along the line of work.

Roadway, sidewalks, etc., to be kept clear.

EXHIBIT C-36 (continued).

Surplus material.

8. If all of the excavated material cannot be stored on the street in such a manner as to maintain the traffic conditions hereinbefore specified, the surplus shall be removed from the work and stored. After the construction of the sewer so much of this material as is of satisfactory quality and necessary for the purpose shall be brought back and used for backfilling the trench.

Fence.

9. Where necessary a suitable fence shall be placed along the sides of the trench to keep the streets safe for traffic.

Temporary bridges.

10. Where any crosswalk is intersected by the trench, it shall be temporarily replaced by a substantial timber bridge not less than 3 feet wide, with side railings. Where required, suitable temporary bridges for vehicles shall be provided and maintained across the trench.

Disposal of water from trenches.

11. The Contractor shall at all times during the progress of the work keep the trenches and excavations free from water. The water from the trenches and excavations shall be disposed of in such a manner as will not cause injury to the public health, nor to public or private property, nor to the work completed or in progress, nor to the surface of the streets, nor cause any interferences with the use of the same by the public.

Cost to be covered.

12. The cost of all labor required to be done and all materials required to be furnished in the performance of all of the work specified in paragraphs 1 to 11 inclusive, except as otherwise provided, shall be covered by all the contract prices for all the items for which there are contract prices.

EARTH EXCAVATION.

Width of trench for sewers, etc.

13. Earth excavations shall include the removal of all material other than ¹²²⁴rock as ~~hereinafter defined~~.

14. The minimum widths of trenches in earth for pipe sewers, basin connections, house connections and other drains not over 18 inches in diameter, shall be such as to give a clearance inside the sheeting of 8 inches on each side of the pipe, and for those of larger diameter 10 inches on each side of the pipe, exclusive of spurs and hubs; ~~and all such trenches shall have a clear width equal to the maximum width of the cradles of the sewers to be laid in them, when such cradles are wider than the minimum widths herein specified.~~ The minimum widths of trenches in earth, inside the sheeting, for other sewers shall be the greatest external width of the structures, including the necessary forms, to be built therein.

15. Where a riser, manhole or other appurtenance or the foundation therefor extends beyond the exterior line of the sewer or its foundation, the minimum excavation in earth required for the same shall be that contained in a prism with vertical sides and a horizontal section equal to the smallest rectangle which will enclose such appurtenance and its foundation.

Excavation for basin manholes, etc.

16. ~~The minimum dimensions of the excavation in earth, for brick basin manholes, inlets and park inlet basins, shall be such as to give a clearance inside the sheeting of 1 foot on all sides, above the foundation,~~

EXHIBIT C-36 (continued).

~~but in all such cases the excavation shall be large enough to include the foundation for such structures shown on the plan. The excavation for concrete basin manholes, inlets and park inlet basins shall be of such dimensions as to permit the proper placing and removal of the necessary forms.~~

17. The trenches shall be excavated to the depths required for the foundations of the sewers and appurtenances shown on the plan, and where the conditions are such as to make it necessary, to such additional depths as may be directed. Where pipe is laid without a cradle, the bottom of trenches shall be excavated to fit the lower third of the pipe, and excavations shall be made to receive the hubs. All irregularities in the bottoms of the trenches shall be filled up to the required grade with suitable material.

Depth of trenches.

18. The cost of all labor required to be done and all materials required to be furnished in the performance of all the work specified in paragraphs 15 to 17 inclusive, except as otherwise provided, shall be covered by all the contract prices for all the items for which there are contract prices.

Cost to be covered.

~~ROCK EXCAVATION.~~

~~19. Rock excavation shall include the excavation and removal of the following materials:~~

~~(a) Rock which shall be determined to be of such a character as to warrant its removal by blasting, in order to insure the prompt and proper prosecution of the work.~~

~~(b) Boulders and pieces of rock, masonry in mortar, and concrete, each of which contains 1 cubic yard or more, except the masonry and concrete of old sewers and their appurtenances.~~

20. Pieces of rock, masonry, concrete, or boulders which fall or slide into the trench from beyond the lines thereof as herein defined, will not be measured, and the cost of the removal of the same shall be covered by all the contract prices for all the items for which there are contract prices.

21. The required width of trench in rock for pipe sewers, basin connections, house connection and other pipe drains will be such as to give a clearance of 1 foot on each side of the pipe, exclusive of spurs and hubs; the required width of trench in rock for other sewers and drains will be such as to give a clearance of 1 foot on each side of the structure to be built therein at its greatest external width. Where a riser, manhole or other appurtenance, or the foundation therefor, extends beyond the exterior lines of the sewer or its foundation, the excavation in rock required for the same will be contained in a prism with vertical sides and a horizontal section 1 foot wider on each side than the smallest rectangle which will enclose such appurtenance and its foundation. The required dimensions of the excavation in rock, for basin manholes, inlets and park inlet basins will be such as to give a clearance of 1 foot on all sides above their foundation.

Width of trench.

Rock excavation for basin manholes, etc.

~~22. The rock shall be excavated to the depths required for the cradles and foundations of the structures as shown on the plan.~~

Depth of trench.

EXHIBIT C-36 (continued).

Measurement.	23. The volume of rock to be paid for will be that contained in prisms with vertical sides and of such dimensions as to give the widths and clearances hereinbefore specified from the bottoms of the trenches, as specified, to the surface of the rock.
Rock stripped.	24. Rock shall be stripped in sections which, unless otherwise permitted, shall be not less than 50 feet in length, and the Engineer shall then be notified in order that he may measure the same. Rock excavated or blasted before such measurement is made will not be paid for.
Excavation for branches.	25. Wherever a branch for a proposed sewer or extension of a sewer is built in rock, the required trench shall be excavated for a distance of not less than 5 feet beyond the end of such branch, in the direction of the proposed sewer or extension.
Blasting.	26. All blasting operations shall be conducted in strict accordance with the City ordinances and regulations relative to rock blasting and the storage and use of explosives. Any rock excavation within 5 feet of a water main less than 36 inches in diameter, and within 10 feet of a water main 36 inches or more in diameter, shall be done with very light charges of explosive, or, if directed, without blasting, and the utmost care shall be used to avoid breaking or disturbing the main.
Exposed structures to be protected	27. All exposed sewers, manholes, receiving basins and other structures shall be carefully protected from the effects of blasts. Any damage done to such structures shall be promptly repaired by the Contractor at his own expense.
Price to cover.	28. The contract price for rock excavation shall cover the cost of all labor and materials required to excavate and remove all rock as specified, and without regard to its subsequent use.

BACKFILLING.

Backfilling around sewers, etc.	29. Unless otherwise specified or directed, all trenches and excavations shall be backfilled immediately after the structures are built therein. For a depth of at least 2 feet over the top of the sewers, basin connection, house connection or other drain, the material for backfilling trenches as excavated shall be clean earth, sand or rock dust. It shall be carefully deposited in uniform layers not exceeding 6 inches in depth, and unless otherwise permitted, each layer shall be carefully and solidly tamped with appropriate tools in such a manner as to avoid injuring or disturbing the completed work.
Backfilling for remainder of trench.	30. Backfilling for the remainder of the trenches as excavated shall be approved material free from organic matter and containing no stones over 10 inches in their largest dimensions. Any stones shall be so distributed through the mass that all interstices are filled with the fine material. This backfilling shall be deposited as directed, and unless otherwise permitted shall be spread in layers and solidly tamped.
Backfilling around basin manholes, etc.	31. Backfilling within 2 feet of manholes, house connection drains, basin manholes, inlets and other structures shall be of the same quality as that specified in paragraph 29. It shall be uniformly deposited on all sides and unless otherwise permitted, solidly tamped in such a manner as to avoid injuring the structures or producing unequal pressures thereon.

EXHIBIT C-36 (continued).

32. Backfilling shall, if required, be flooded or puddled with water as the work progresses, instead of being tamped.

Puddling.

33. When sheeting is drawn, all cavities remaining in or adjoining the trench shall be solidly filled. When sheeting is left in place, all cavities behind such sheeting shall be solidly filled as directed.

34. Unless otherwise shown on the plan, the trenches shall be backfilled to the height of the surface of the ground as it existed at the commencement of the work. Should there be a deficiency of proper material for the purpose, the Contractor shall furnish and place such additional material as may be required.

Deficiency of filling.

35. For retaining the backfilling only temporary bulkheads will be allowed over sewers, ~~basin connections~~ and drains. Such bulkheads shall not be of stone, and they shall be removed as the trenches are backfilled.

Temporary bulkheads.

36. Sewers built on curves, also drains, ~~basin connections~~, house and sewer connections and intersections, ends of sewers and branches shall not be covered until the Engineer shall have inspected, measured and located the same, and given permission to backfill the trenches over them.

Curves, branches, etc., not to be covered.

37. As the trenches are backfilled, the Contractor shall remove all surplus material and regrade and leave free, clear and in good order all roadways and sidewalks. During the progress of and until the final acceptance of the work, he shall maintain in good and safe condition the surface of the street over all the trenches, and promptly fill all depressions over and adjoining the trenches caused by settlement of the backfilling. In case of failure or neglect on the part of the Contractor to comply with the requirements of this paragraph within 24 hours after the service upon him of a written notice so to do, the President may furnish all materials and do all work required, and the cost thereof will be charged to the Contractor and deducted from any moneys due or to become due him under this contract. All surplus material or any part thereof shall, if required, be deposited as directed on the streets and avenues within the limits of this contract, where the same are below grade, and in such a manner as to leave the surfaces of the filled material even.

Removal of surplus material.

38. The cost of all labor required to be done and all materials required to be furnished in the performance of all the work specified in paragraphs 30 to 37 inclusive, shall be covered by all the contract prices for all the items for which there are contract prices.

Cost covered.

CEMENT.

39. All cement used in the work shall be a high grade Portland cement of a well-established and approved brand. It shall be the product obtained by finely pulverizing clinker produced by calcining to incipient fusion, an intimate mixture of properly proportioned argillaceous and calcareous substances, with only such additions subsequent to calcining as may be necessary to control certain properties. Such additions shall not exceed 3 per cent. by weight, of the calcined product.

40. The cement shall have a specific gravity of not less than 3.10 after being thoroughly dried at 212° F. It shall weigh not less than 380 pounds net, to the barrel, 4 bags of 95 pounds each being considered equivalent to a barrel.

Specific gravity weight

EXHIBIT C-36 (continued).

Fineness.

41. The cement shall be dry, finely ground, of uniform color and free from lumps. It shall leave a residue of not more than 8 per cent. by weight when passed through a No. 100 sieve and not more than 25 per cent. when passed through a No. 200 sieve.

Tensile strength.

42. Standard briquettes shall develop within the period specified, tensile strength not less than that shown in the following table:

	Lbs. per Sq. in.
Neat Cement:	
24 hours	175
7 days (1 day in moist air, 6 days in water)	500
28 days (1 day in moist air, 27 days in water)	600
Mortar consisting of 1 part cement and 3 parts of Standard Ottawa Sand, by weight:	
7 days (1 day in moist air, 6 days in water)	180
28 days (1 day in moist air, 27 days in water)	225

The average of the tensile strengths developed at each age by the briquettes in any set made from one sample will be considered the strength of the sample at that age, excluding any results that are manifestly faulty. The average strength of briquettes at 28 days shall be greater than the average strength at 7 days, and if tests are made after 28 days the strength shall be not less than that at 28 days.

Soundness.

43. Pats of neat cement, when tested for constancy of volume or soundness, shall remain firm and hard and show no sign of checking, cracking, distortion or disintegration.

Setting.

44. Unless otherwise required, the cement shall not develop initial set in less than 30 minutes, and shall develop final set in not less than 1 hour nor more than 10 hours. Quick-setting cement of an approved brand shall, if required, be kept on the work in sufficient quantity to provide for any contingency requiring the use of the same.

Testing.

45. The cement will be subjected to such tests as the Engineer may deem necessary, and such tests will be made in accordance with the methods recommended by the Committee on Uniform Tests of Cement of the American Society of Civil Engineers, except that the time of setting will usually be determined by means of the Gillmore needles. In case of dispute as to the time of setting, this test will be made by means of the Vicat needle.

Retesting.

46. Any cement which shall have been kept in storage after testing for a sufficient time to warrant it, shall be retested. Any prior acceptance shall be considered void and the acceptance or rejection of the cement shall depend upon the results of the latest tests.

Approval of brand may be rescinded.

47. The Engineer may at any time rescind the approval of any brand of cement that develops objectionable qualities.

Samples.

48. The Contractor shall notify the Engineer of the arrival of the cement on the work, and furnish such facilities as may be required for obtaining samples for testing. Samples will be taken so as to fairly represent the material. The number of packages sampled and the quantity to be taken from each will depend upon the importance of the work and the number of tests to be made.

EXHIBIT C-36 (continued).

49. Cement shall be delivered on the work in barrels or approved bags of uniform size with the brand and the name of the manufacturer plainly marked thereon, it shall be immediately stored in a dry place and carefully protected from the weather. A sufficient stock of cement shall be kept on the work in advance of the necessity for its use to permit of the making of the required seven day tests. Except by written permission, no cement shall be used before it has been tested and accepted, and any concrete or masonry which may have been made under such permission with cement that is subsequently rejected, shall be removed and replaced by the Contractor, at his own expense, with concrete or masonry made of accepted cement.

Delivery and storing.

50. The cost of furnishing, storing and incorporating cement in the work, and the cost of samples required for testing, shall be covered by the contract prices for the structures or classes of work in connection with which the cement is used.

Cost to be covered.

MORTAR

51. All mortar used in the work, unless otherwise specified, shall be composed of 1 volume of cement, as in the original package, and $2\frac{1}{2}$ volumes of sand. Where required, mortar of cement and sand in other proportions or mortar of neat cement shall be used as directed.

52. Sand shall be composed of grains of clean sharp quartz, not softer than hard limestone. It shall be moderately coarse and preferably made up of grains of varying size not exceeding one-quarter ($\frac{1}{4}$) inch producing a mass with low percentage of voids. It shall not contain, in all, more than five (5) per cent. by volume of clay, loam, mica, scales, silt, or other objectionable inorganic matter, nor more than one (1) per cent. of organic matter.

Sand.

Tests may also be made of the cement and sand used in the proportions of one (1) part cement to three (3) parts sand, and these tests must show at least 70 per cent. of the strength of the mortar made with the cement and standard sand, or the sand may be rejected.

53. Mortar shall be mixed in a suitable box or on a tight platform, and never upon the pavement or ground. The cement and sand shall be thoroughly mixed dry, until the mixture has a uniform color. Clean, fresh water shall then be added and the mass worked until a mortar which is uniform and of the required consistency is produced. The mortar shall be mixed in no greater quantity than is required for the work in hand, and any that has set sufficiently to require ret tempering shall not be used.

Mixing.

54. The mixing and use of mortar in freezing weather shall be subject to the same requirements as hereinafter specified for mixing and placing concrete under similar conditions.

Freezing weather.

55. The cost of all labor and materials required to furnish and place the mortar in the work, as specified, shall be covered by the contract price for the structure or class of work in connection with which the mortar is used.

Cost covered.

EXHIBIT C-36 (continued).

CONCRETE.

Class A concrete.

56. All concrete shall be made of 1 part of cement, 1 part of sand and 2 parts of broken stone or gravel.

Broken stone or gravel.

57. Broken stone for Class A concrete shall be approved trap rock, dense fine-grained blue limestone or granite broken into roughly cubical or pyramidal fragments. Broken stone which contains dust, loam, clay, organic matter or other improper substances shall not be used. Broken stone for Class A concrete shall be the run of the crusher that will pass through a screen with circular openings $1\frac{1}{4}$ inches in diameter and shall be retained on a screen with openings $\frac{1}{8}$ -inch in diameter. Gravel shall be equal in quality to North Shore Long Island gravel, shall be clean and sound, and shall be of the sizes herein specified for broken stone.

Measuring ingredients.

58. For the purpose of determining the proportions of the materials for concrete, each bag of cement will be considered as containing $\frac{9}{10}$ cubic foot, and the other ingredients shall be measured by an approved method.

Water.

59. Only clean fresh water shall be used for concrete.

Mixing.

60. Unless permitted to be mixed by hand, concrete shall be mixed in approved mechanical batch mixers, so constructed and operated that the ingredients of the concrete may be accurately measured and thoroughly mixed. Enough water shall be added during the mixing to bring the concrete to the required consistency, which generally shall be such that the concrete may be poured into place without causing the separation of the stones from the mortar. When concrete is mixed by hand the broken stone or gravel shall be spread on a tight platform in a bed about 6 inches deep and shall be thoroughly wetted. The cement and sand shall be mixed dry on a suitable platform, until the mixture has a uniform color. This mixture shall be spread evenly on the bed of wet stone, water added, and the entire mass turned until each piece of stone is entirely coated with mortar and a concrete produced which is uniform and of the consistency herein specified for machine mixed concrete. When a comparatively dry concrete is required it shall be mixed to such consistency as may be directed.

Placing concrete.

61. Concrete shall be mixed only in such quantity as is required for the work in hand, and any that has set sufficiently to require retempering shall not be used. Any concrete in which the water has separated from the solid matter shall be satisfactorily remixed before being placed. The concrete shall be so deposited in the work as to prevent the separation of the stone from the mortar. It shall be deposited in as nearly a continuous operation as practicable and shall be tamped or spaded with suitable tools to expel air bubbles and produce a dense and compact mass. When the operation of placing concrete is interrupted the concrete in the work shall, if required, be confined by suitable temporary forms or bulkheads. When concrete is to surround reinforcing metal, structural steel or wire netting, it shall be so deposited as to work closely around such material. When a comparatively dry concrete is used it shall be deposited in horizontal layers not exceeding 6 inches in depth and solidly tamped.

EXHIBIT C-36 (*continued*).

62. When fresh concrete is to be laid on or adjoining concrete already set, the surface of the latter shall be thoroughly cleaned, washed, and roughened, and coated with a grout of neat cement before the fresh concrete is deposited.

Joining old and new concrete.

63. The Contractor shall provide all necessary forms and centres for shaping concrete wherever used. They shall be true to the required shapes and sizes, strong enough and so secured in place as to withstand all operations incidental to placing the concrete, and watertight, and the faces against which the concrete is to be placed shall be satisfactorily smooth and clean. Timber used in forms and centres for exposed faces of concrete shall be seasoned stock. Unless otherwise permitted, those surfaces of forms and centres which will be in contact with concrete shall be coated as directed with an approved lubricant; when no lubricant is required such surfaces shall be thoroughly wetted just before the concrete is placed.

Forms and centers.

~~64. The forms and centres shall be left in place until the concrete has set sufficiently to permit their removal without danger to the structure, and until so much of the backfilling or embankment as may be directed has been put in place. No forms or centres shall be struck or removed until permission to do so has been given.~~

Removal of forms and centers.

65. Special care shall be used to secure a smooth and uniform finish to the surfaces of concrete which will be exposed in the completed structure. Immediately after the removal of the forms, such surfaces, if uneven, shall be rubbed smooth to a uniform and satisfactory finish. All exposed edges of concrete shall be neatly rounded as directed, and if any voids, projections or other imperfections be found, such defects shall at once be corrected by tooling, cutting out and filling with mortar, or otherwise, as directed.

Exposed surfaces.

66. Whenever it becomes necessary to place concrete under water, it shall be deposited by means of drop-bottom buckets or other approved method. Concrete so deposited shall be carefully spread without tamping.

Depositing concrete under water.

67. In freezing weather, until the temperature falls to 24° F. the water used for concrete shall, if directed, be heated to an approved temperature, and if directed, 1 per cent. by weight of salt shall be added to the water for each degree Fahrenheit that the temperature of the air is below 32° F. The other materials for the concrete shall be heated sufficiently to remove all frost and ice. No concrete shall be laid when the temperature of the air is below 20° F.

Freezing weather.

68. Concrete shall be allowed to set for such time as may be directed before being worked or walked upon, or before filling, backfilling or other material is placed upon or against it. It shall not be flooded with water until it has sufficiently set. Concrete shall be carefully protected from injury, from freezing and from the drying effects of the sun and wind by covering it with canvas, bagging, hay or other suitable and approved materials. Such protection shall be placed as soon as the concrete is in condition to receive it, and except in freezing weather, the covering as well as the concrete shall be kept wet for such time as may be directed.

Protection.

EXHIBIT C-36 (continued).

Prices to cover.

69. The cost of all concrete and the requirements specified in connection therewith shall be covered by the contract price for the structure in connection with which it is used.

BRICK MASONRY

Quality of bricks

70. All bricks used in the work shall be sound and hard burned throughout, and of uniform size and quality. If required the bricks shall be culled immediately after they are brought on the work and all bricks which are warped, cracked or of improper quality shall be at once removed. The proportion of bats permitted will be determined according to the character and location of the work in which they are to be used.

How laid.

71. Bricks shall be satisfactorily wet when being laid and each brick shall be laid in mortar so as to form full bed, end and side joints in one operation. The joints shall be not wider than $\frac{3}{8}$ inch, except when the bricks are laid radially, in which case the narrowest part of the joint shall not exceed $\frac{1}{4}$ inch. The bricks shall be laid in a workmanlike manner, true to line, and wherever practicable the joints shall be carefully struck and pointed on the inside. Brickwork shall be laid with a satisfactory bond, and as it progresses shall be racked back in courses, unless otherwise permitted.

BRICKWORK

Protection.

72. All fresh brickwork shall be carefully protected from freezing and from the drying effects of the sun and wind, and if required, it shall be sprinkled with water at such intervals and for such a time as may be directed. Brickwork shall be protected from injuries of all sorts, and all portions which may become damaged or may be found defective shall be repaired, or, if directed, be removed and rebuilt.

Freezing weather.

73. In freezing weather bricks shall be heated sufficiently to remove all ice and frost.

Cost of brick masonry.

74. The cost of all brick masonry and the requirements specified in connection therewith shall be covered by the contract price for the structure in connection with which it is used.

STRUCTURAL STEEL.

Quality.

75. Structural steel shall be medium steel and rivet steel made by the open hearth process and shall conform to the latest revised Standard Specifications for Structural Steel for Buildings adopted by the American Society for Testing Materials, and such tests as may be required shall be made in accordance therewith and at the places hereinafter specified. The chemical and physical properties of the steel shall be as follows:

EXHIBIT C-36 (continued).

Properties considered.	Medium Steel.	Rivet Steel.
Phosphorus (maximum)	0.06 per cent.	0.06 per cent
Ultimate tensile strength, pounds per sq. in.	55,000-65,000	48,000-58,000
Yield point (minimum) pounds per sq. in.	½ ult. tens. str.	½ ult. tens. str.
Elongation, per cent. in 8 inches (minimum)	1,400,000 ult. tens. str.	1,400,000 ult. tens. str.
Character of fracture	Silky	Silky
Cold bend without fracture.....	180° to diameter of 1 thickness	180° flat

76. All finished material shall be free from injurious seams, flaws and cracks, and have a workmanlike finish.

Finish.

77. When steel is inspected at the mill or shop, all pieces (except plates), which vary in weight more than 2½ per cent. from that specified, shall be rejected; when steel is not inspected until it is delivered on the work, such variation in weight will be sufficient cause for rejection when in the judgment of the Engineer the safety of the work will be impaired thereby.

Variation in weight.

78. All structural steel shall be in accordance with the plan and approved shop drawings. All details not shown on the plan, and all workmanship and finish shall be equal to the best current practice in similar work for buildings.

Workmanship.

79. Anchor bolts and expansion bolts shall be furnished where required and set in place as directed. When holes are drilled in masonry or concrete for such bolts, the holes shall be washed clean and the bolts shall be firmly embedded in a mortar composed of equal parts of cement and sand, unless other material is shown on the plan.

Anchor bolts.

80. Test specimens and every finished piece of steel shall be stamped with melt or blow number, except that small pieces may be shipped in bundles securely wired together, with the melt or blow number on a metal tag attached.

Melt numbers.

81. The required tests and inspections of structural steel shall, if directed, be made at the mills and shops by The City's authorized inspector. The Contractor shall notify The City as to the mills and shops which are to supply the steel, sufficiently in advance to enable The City to arrange for such tests and inspections and the mills and shops shall afford every facility for making the same.

Tests and inspections.

82. If it is decided not to make The City's tests and inspections at the mills, then mill certificates showing the properties of each melt of which the steel is made will be accepted for consideration.

Mill certificates.

83. The Contractor will be required to furnish complete copies of shipping invoices with each shipment of steel.

Shipping invoices.

EXHIBIT C-36 (continued).

Certificates, etc.,
for information only.

84. Steel will not be accepted until the required inspector's reports or mill certificates are received. All tests, inspections, reports and certificates are for the information of the Engineer, and he shall not be precluded on account thereof from requiring or making any further tests which he may deem necessary

Shop drawings.

~~85. The Contractor shall prepare complete and accurate shop drawings of all steel work, and no shop work shall be done until such drawings shall have been approved. The Contractor shall furnish the Engineer with 3 complete sets of prints of the approved shop drawings.~~

Painting.

86. All steel shall be thoroughly cleaned of scale, rust, oil and dirt, and unless otherwise directed, those parts which are not to be bedded in concrete shall be painted with a priming coat of the best red lead and linseed oil or such other paint of equivalent value as may be directed. After erection, the metal which will be exposed in the finished work shall be evenly painted with 2 coats of approved paint. No painting shall be done on wet surfaces.

Measurement.

87. The amount of structural steel paid for as such will be all structural steel placed in the work in accordance with the plan or directions, except any excess greater than 2½ per cent. above the weight required, and except such structural steel shown on the plan^{as} being part of structures for which there are contract prices, and the cost of which is hereinafter specified to be covered by the contract prices for such structures.

Price to cover.

88. The contract price for structural steel shall cover the cost of all labor and materials required to furnish, fabricate, erect and paint the same, to furnish all test pieces, to prepare and furnish prints of shop drawings, and to drill holes for and set anchor and expansion bolts, where required, all as specified.

STEEL REINFORCEMENT BARS.

Shape.

89. Steel bars for reinforcing concrete shall be of such shape as to afford an approved mechanical bond with the concrete at frequent intervals and to insure intimate contact between the steel and concrete.

Samples.

90. The Contractor shall indicate the type of bars proposed to be used, and if required shall furnish samples thereof, and he is cautioned not to place the order for the bars until the type has been approved.

Size.

91. Each bar shall have a net cross sectional area equivalent to that designated on the plan or required, or it shall be the commercial size of the approved type of bar having a net cross sectional area next larger than that designated or required.

Variation in
weight.

92. Reinforcement bars will be rejected if their actual weight varies more than 5 per cent. from their theoretical weight, as shown by the manufacturers's tables.

Quality.

93. All steel for reinforcement bars shall be made by the open hearth process, and shall conform to the latest revised Standard Specifications for Steel Reinforcement Bars adopted by the American Society for Testing Materials, and such tests as may be required, shall be made

EXHIBIT C-36 (continued).

in accordance therewith, and at the places hereinafter specified. The chemical and physical properties of the steel shall be as follows:

Properties Considered	Structural Steel Grade		Cold Twisted Bars
	Plain Bars	Deformed Bars	
Phosphorus, max. Bessemer	0.10	0.10	0.10
Open Hearth	0.05	0.05	0.05
Ultimate Tensile Strength, pounds per sq. in.	55,000-70,000	55,000-70,000	Recorded only
Yield Point, minimum pounds per sq. in....	33,000	33,000	55,000
Elongation, minimum per cent in 8 inches....	1,400,000 tens. str.	1,250,000 tens. str.	5 per cent.
Cold bend without fracture:			
Bars under ¼ in. in diam. or thickness....	180° to diam. of 1t.	180° to diam. of 1t.	180° to diam. of 2t.
Bars ¼ in. in diam. or thickness and over..	180° to diam. of 1t.	180° to diam. of 2t.	180° to diam. of 3t.

t=Nominal thickness or diameter of bar.

94. Reinforcement bars shall be rolled from billets of new steel; they shall be straight and free from seams, flaws, cracks and imperfections of all kinds.

95. Test pieces 18 inches long may be cut from any of the bars delivered on the work, and the failure of any test piece to meet the specified requirements, or the failure of any bar when being bent, will be sufficient cause for the rejection of all steel from the melt from which the test piece or bar was made.

96. Bending sheets for steel reinforcement shall be furnished, if required, in which case the reinforcement bars shall not be bent until such bending sheets have been *approved*.

97. Bars shall be delivered in bundles, to each of which shall be securely wired a metal tag with the number of the melt from which the bars were made stamped thereon. The bars shall be protected at all times from mechanical injury and from the weather and when placed in the work they shall be free from dirt, scale-rust, paint and oil. Bars which are not to be embedded in concrete within a short time after being placed in the work shall, if directed, be immediately coated with a thin grout of equal parts of cement and sand.

Delivery and Protection.

98. The bars shall be bent to the shapes shown on the plan and in conformity with approved templets. When bars are cut and bent on the work, the Contractor shall employ competent men and shall provide the necessary appliances for the purpose.

Cutting and bending.

99. All bars shall be as long as can be conveniently used, accurately bent, placed, spaced and jointed as shown or directed, and they shall be securely held in their required positions by approved devices until the concrete has been placed around them.

Placing.

EXHIBIT C-36 (continued).

Cost covered. 100. The cost of all steel reinforcement bars and the requirements specified in connection therewith shall be covered by the contract price for the structure in connection with which it is used.

WROUGHT IRON

Quality. 101. Wrought iron shall be double rolled, tough, fibrous and uniform in quality. It shall be thoroughly welded in rolling and be free from surface defects. It shall have an ultimate tensile strength of at least 48,000 pounds per square inch, an elongation of at least 20 per cent. in 8 inches, and a fracture wholly fibrous. Specimens shall bend cold, with the fiber, through 180 degrees around a diameter equal to the thickness of the piece tested. When nicked and bent the fracture shall be at least 90 per cent. fibrous.

Galvanizing. 102. Exposed wrought iron shall be thoroughly and uniformly galvanized.

Cost covered. 103. The cost of all wrought iron and the requirements specified in connection therewith shall be covered by the contract price for the structure in connection with which it is used.

IRON CASTINGS.

Quality. 104. Iron castings shall be of the best foundry pig iron, gray, tough and free from cold shuts, blow holes and other imperfections. The weight shall be conspicuously painted by the manufacturer with white oil paint on each casting. The castings shall be sound, clean and neatly finished. Where required, castings shall be thoroughly coated with coal tar pitch varnish.

Cost covered. 105. The cost of all labor and materials required to furnish, coat and place the castings as specified, shall be covered by the contract price for the structure or class of work in connection with which they are used.

TIMBER.

Quality. 106. All timber shall be merchantable pine or spruce, unless otherwise specified, and shall be sound and free from shakes, cracks, large or loose knots, and other defects impairing its strength or durability. It shall be squared to the required dimensions throughout its entire length.

90-167
Placing. 107. Timber shall be placed where shown on the plan or directed, and where necessary shall be firmly spiked or bolted with approved nails, spikes or bolts of such sizes and lengths and at such places and in such numbers as shown on the plan, or as directed.

Measurement. 108. The amount of timber to be paid for as such will be all timber placed in the work in accordance with the plan or directions, except piles and timber sheeting, and except such timber shown on the plan as being part of structures for which there are contract prices, and the cost of which is hereinafter specified to be covered by the contract prices for such structures. The amount paid for will not include timber used for forms, templates, centers, scaffolds, bridges (unless otherwise specified), fences,

EXHIBIT C-36 (continued).

guard rails or other temporary structures, the cost of all of which shall be covered by all the contract prices for all the items for which there are contract prices. No deduction will be made in the measurement of timber flooring on account of the spaces occupied by the piles.

109. The contract price for timber shall cover the cost of all labor and materials required to furnish, work, place and secure the same, as specified. Price to cover.

TIMBER SHEETING.

110. Timber sheeting and the rangers and braces for the same shall be of a satisfactory quality of timber and of sufficient size and strength to adequately support the sides of the trenches and excavations. Sheeting shall be driven in such a manner as to avoid cracking and splitting, and if required for the proper prosecution of the work, shall be tongued and grooved. Quality,
placing, etc.

111. Timber sheeting will be paid for as such only when left in place by written order. When sheeting is left in, so much of it below the surface of the ground as may be directed shall be cut off. When paid for.

112. The amount of timber sheeting to be paid for as such will be all timber sheeting, rangers and braces left in place by written order, and will not include sheeting, rangers and braces left in place without such order, nor sheeting left in place because concrete is placed against it, nor that part of the sheeting that extended above the ground after having been driven, the cost of all of which shall be covered by all the contract prices for all the items for which there are contract prices. Inclined piling or planking at the bottom of a trench if used to prevent the caving in of the excavation and in such a position that it cannot be drawn, shall be paid for at the price bid for sheet piling. Measurement.

113. The contract price for timber sheeting shall cover the cost of all labor and materials required to furnish, place and cut off the sheeting, rangers and braces, as specified, and shall also cover the cost of all excavation necessary to place the same. Price to cover.

~~PILES.~~

~~114. Piles shall be of white oak, spruce or yellow pine, sound and free from splits, shakes and other imperfections impairing their strength or durability. They shall be straight, taper uniformly from butt to point and if required shall be barked. Unless otherwise shown on the plan, they shall conform to the following dimensions: Quality~~

Length below cut-off.	Minimum diameter at point.	Minimum diameter at cut-off.	Dimensions.
Less than 20 feet	6 inches.	10 inches.	
20 feet to 25 feet	6 inches.	11 inches.	
26 feet to 35 feet	6 inches.	12 inches.	
36 feet to 45 feet	6 inches.	13 inches.	
46 feet and over	6 inches.	14 inches.	

EXHIBIT C-36 (continued).

~~115. To determine the necessary length of piles to be used in the work, the Contractor may be required to drive test piles.~~

116. Each pile less than 60 feet long shall be in one piece; piles longer than 60 feet may be spliced in an approved manner. The small ends of piles shall be pointed, and, if required, shall be shod with approved iron shoes. The butt ends of piles shall be cut off square and protected with approved iron bands while driving.

How driven.

117. Piles shall be driven without the use of a follower, unless specially permitted. Pile heads that become split or broomed shall be cut off and the driving continued. Any pile which splits, breaks or drives unsatisfactorily will not be paid for, and it shall be withdrawn or abandoned and another driven in place of it. After being driven, piles shall be accurately cut off at the required elevation.

Bearing piles.

118. Bearing piles shall be driven vertically and shall be spaced as shown on the plan or as directed. They shall be driven to a satisfactory refusal by a hammer having a concave face and weighing not less than 2,000 pounds nor more than 2,500 pounds. Refusal in general will be indicated by a penetration not exceeding 1 inch per blow under the last 6 blows of the hammer falling 15 feet. If steam hammer pile drivers are used, the piles shall be driven so that their bearing power shall be not less than that of piles driven as herein specified. When it is shown on the plan or specified that piles are to be driven to a certain required depth, they shall be driven, if necessary, by the use of a water jet or by any other approved method.

Brace piles.

119. Where shown on the plan, brace batter or spur piles shall be driven at the inclination shown or directed, to a satisfactory refusal, and the tops shall be framed, bolted or strapped to adjoining piles or to each other as shown on the plan, or directed.

Measurement.

120. The amount of piles to be paid for will be the total length below cut-off of all piles remaining in the work in accordance with the plan or directions, and the total length of all piles used only as test piles. Piles driven for temporary use will not be paid for.

Price to cover.

121. The contract price for piles shall cover the cost of all labor and materials required to furnish, drive and cut off the same as specified, of fastening brace piles, and of furnishing and placing all shoes, bands, bars, ~~straps, bolts and other fastenings required.~~

CONCRETE SEWERS.

(TYPE "A" OR SEWER DEPARTMENT STANDARD.)

Inverts.

122. Inverts of concrete sewers shall be formed between transverse templets and shall be screeded. The templets shall be placed at such intervals as to divide the invert into sections of suitable size for convenient construction, and unless otherwise permitted the concrete shall be deposited in alternate sections and allowed to set before the remaining sections are built. Unless otherwise shown on the plan, a layer of mortar not less than 1/2 inch thick shall be spread evenly and to a smoothly finished surface upon the concrete of the invert as soon as such concrete is in place. Where the radii of inverts are

EXHIBIT C-36 (continued).

too short to permit screeding between templets, the inverts shall be shaped by means of suitable forms, which shall be removed as soon as the concrete has a sufficient set, and if required, the surfaces of inverts shall be floated or troweled to a smooth finish. The concrete for inverts shall be deposited continuously for their entire cross sections and for such longitudinal distances as may be convenient. Inverts shall be carefully protected from all injury during progress of the work.

123. Concrete in the side walls of sewers shall be deposited continuously to the height directed and for such longitudinal distances as may be convenient. Side walls.

124. Concrete in the roofs of sewers shall be deposited continuously for the full depths and widths of the roofs and for such longitudinal distances as may be convenient. The outer surfaces of roofs shall be finished with an excess of mortar and left true and smooth. They shall be covered and protected as specified in paragraph 68, and such covering shall remain thereon until the backfilling or embankment is placed. Roofs.

125. While being deposited the concrete for sewers shall be confined by temporary, vertical bulkheads placed at such intervals longitudinally as may be required for convenient working. The bulkheads shall be so designed as to give an approved shape to the end of the section of concrete under construction, shall be satisfactorily secured in place before the concrete is deposited, and shall remain in place until the concrete has set sufficiently to hold its shape. Bulkheads.

126. Where shown on the plan concrete sewers shall be reinforced with metal of the dimensions and shapes shown, and of the quality and in the manner hereinbefore specified. Reinforcement.

127. Unless otherwise permitted or ordered, not less than 16 feet of foundation or invert for concrete sewer shall be built at one operation. Minimum length of invert.

128. Connections and branches for lateral sewers and basin man holes shall be built in where shown on the plan or where directed. Such connections and branches shall be closed with bulkheads of brick masonry 8 inches thick unless otherwise shown on the plan. All necessary openings and bulkheads for branch sewers shall be built in concrete sewers where shown on the plan or where directed. Connections.

129. The lengths of concrete sewers will be determined by horizontal measurements along their centre lines. No deductions will be made on account of openings at branches and manholes. The measurement of a branch concrete sewer will be made from the inner surface of the wall of the main sewer through which it enters. A reducer will be paid for at the contract price for the sewer at the larger end thereof. Measurements.

130. The contract prices for concrete sewers shall cover the cost of all necessary excavation (except rock); of furnishing, maintaining and removing all forms, centres, templets and temporary bulkheads; of all openings and bulkheads; of all backfilling; and of all labor and materials required to construct concrete sewers as shown by the normal sections on the plan and as specified. Price to cover

EXHIBIT C-36 (continued).

TYPE "B"

CEMENT CONCRETE PIPE WITH REINFORCEMENT.

131. Reinforced cement concrete pipe used shall be circular in section with or without flat base and shall conform in dimensions as shown in table.

General dimensions of pipes and minimum test load per lin. ft. of pipe.

SIZE.	MINIMUM THICKNESS.	MINIMUM LENGTH IN FEET.	MINIMUM JOINT LENGTH INCHES.	MINIMUM TEST LOAD PER LIN. FOOT OF PIPE.
24"	3"	4'	3"	3350 Lbs.
27"	3½"	4'	3"	3700 Lbs.
30"	3½"	4'	3"	4400 Lbs.
33"	4"	4'	3"	4600 Lbs.
36"	4"	4'	4"	4800 Lbs.
39"	4"	4'	4"	5200 Lbs.
42"	4½"	4'	5½"	5600 Lbs.
45"	4½"	4'	5½"	6100 Lbs.
48"	5"	4'	5½"	6600 Lbs.
51"	5"	4'	5½"	7050 Lbs.
54"	5½"	4'	5½"	7500 Lbs.
57"	5½"	4'	5½"	7750 Lbs.
60"	6"	4'	5½"	8000 Lbs.
63"	6"	4'	5½"	8400 Lbs.
66"	6½"	4'	5½"	8800 Lbs.
72"	7"	4'	5½"	9400 Lbs.
78"	8"	4'	5½"	10400 Lbs.
84"	8"	4'	5½"	11200 Lbs.
90"	8½"	4'	5½"	12000 Lbs.
96"	8½"	4'	5½"	12800 Lbs.
102"	9"	4'	5½"	13600 Lbs.
108"	9"	4'	5½"	14400 Lbs.

Testing pipe.

Reinforced concrete pipe shall not have less thickness of concrete, less length of pipe or joint than specified above, and two (2) pipes for each size of sewer (reinforced concrete) shall be selected at random for a load test. These pipes shall be tested at the age of twenty-one (21) days and the total load specified per lineal foot shall be applied on the upper half of the sewer. The lower half of the pipe shall be supported in a cradle covering an arc 180 degrees. The pipe shall sustain these loads per lineal foot without hair-cracks of any kind whatsoever. Failure to fulfill the above requirements in the manner set forth will be sufficient cause for the rejection of the pipe. Testing of pipe shall be done by the contractor at his own expense and under the supervision and to the satisfaction of the Engineer-in-Charge of Engineering Construction.

Material of pipe, cement, sand, stone, or gravel.

132. Reinforced concrete pipe shall be constructed at the site of the work, in a shed if the weather requires, and the pipe shall be made by a manufacturer of established reputation, who shall have had previous experience in the manufacture of reinforced concrete pipe. The cement, sand, stone or gravel shall conform to the specifications of the Division of Sewers, Bureau of Engineering Construction. The forms shall be of steel and the reinforcing steel shall be held at all times against displacement in tamping. Concrete shall be an accurate 1—1—2 mix. Each pipe shall be stamped as made with date of manufacture.

133. The pipe shall be of the bell and spigot type, the bell not to project beyond the body of the pipe, but to be flush with it. No pipe having a butt joint will be considered. No variation over one-half (½) per cent. from the hereinbefore mentioned dimensions will be permitted.

EXHIBIT C-36 (continued).

134. All joints to be made of 1 : 2 Portland cement mortar. The mortar shall be thoroughly trowelled in the recess in the interior of the pipe up to the spring line, making a continuous invert. After this has been done, steel forms especially designed for the purpose shall be placed over and around the entire joint, and the mortar for sealing the arch portions grouted or poured through an opening in the crown of the pipe. Joints must be watertight.

Jointing.

135. No pipe not marked with date of manufacture shall be laid or accepted. No pipe shall be laid in the trench which has not been seasoned for twenty-one (21) days, unless otherwise specially ordered by the Engineer-in-Charge of Engineering Construction.

Laying pipe.

136. Reinforcing steel may be either expanded metal, deformed bars, or wire mesh, such as American Steel & Wire Company's, or Clinton Wire Cloth. For all sizes of reinforced concrete pipe, reinforcing shall be at distances not less than one (1) inch from the surface.

Steel for reinforcement.

137. Reinforced concrete pipe shall have openings to receive spur and branch connection wherever required by the Plans. The openings shall be made in a manner satisfactory to the Engineer-in-Charge of Engineering Construction.

Spurs.

138. The provisions of paragraph No. 11 of the specifications shall be in full force and effect, even though reinforced concrete pipe shall be furnished on this contract.

Disposal of water from trenches.

139. Pipe damaged from handling or any cause whatsoever, whether in or out of the trench, shall be replaced and removed from site of the work at the expense of the contractors.

Rejection of defective pipe.

139a. Where depth of cover on precast pipe sewer is sixteen feet (16') or over extra reinforcing steel shall be used in the pipe to take care of the increased stresses. The cost of such extra steel shall be included in the price bid for precast pipe sewers.

Depth of cover.

139b. Precast concrete pipe, Type "B" will be paid for from the inside face of all chambers.

Measurements.

VITRIFIED PIPE SEWERS.

140. Vitrified pipe sewers shall be built of shale or clay hub and spigot pipes with deep and wide sockets. They shall be thoroughly and perfectly burned, without warps, cracks or other imperfections, and shall be fully and smoothly salt-glazed over the entire inner and outer surfaces, except that the inside of the hub and the outside of the spigot may be unglazed for two-thirds the depth of the hub. On all other portions of the pipe the glazing shall completely cover and form an integral part of the pipe body. If not left unglazed the inside of the hub and the outside of the spigot shall be scored in 3 parallel lines extending completely around the circumference. When it is broken, vitrified pipe shall show dense

Vitrified pipe.

EXHIBIT C-36 (continued).

and solid material, without serious cracks or laminations; it shall be of such toughness that it can be worked with a chisel and hammer, and when struck with a hammer, it shall have a metallic ring.

Identification marks.

141. Each pipe shall have clearly impressed on its outer surface the name of the manufacturer and of the factory in which it was made.

Shape and dimensions.

142. The sizes of the pipes are designated by their interior diameters. Each pipe shall be a cylinder with a circular section and shall have a uniform thickness. The minimum lengths, thicknesses, depths of hubs and annular spaces for the respective sizes of pipe shall be as follows:

Size.	Length.	Thickness.	Depth of socket.	Annular space.
inches.	feet.	inches.	inches.	inches.
6	2	5/8	2 1/2	5/8
8	3	3/4	2 3/4	5/8
10	3	7/8	2 3/4	5/8
12	3	1	3	5/8
15	3	1 1/4	3	5/8
18	3	1 1/2	3 1/4	5/8
20	3	1 2/3	3 1/2	5/8
22	3	1 5/6	3 3/4	5/8
24	3	2	4	5/8

Curves, bends, etc.

143. Where curved pipes are required they shall be furnished in either one-eighth or one-quarter bends of their respective sizes. Curved pipe, bends, siphons, and special pipe of the sizes and forms shown on the plan shall be furnished and laid, and unless otherwise provided, they will be paid for at the contract prices for the corresponding sizes of vitrified pipe sewers.

Samples for testing.

144. Any or all of the following tests may be applied to samples selected from the pipe delivered on the work. For the purposes of making such tests as may be required, the Contractor shall furnish and deliver, when and where directed, one length of pipe for each 200 feet of pipe sewer to be laid.

Crushing tests.

145. When supported at the bottom upon a knife edge one inch in width in such manner that an even bearing is provided throughout the whole length, exclusive of the bell, and pressure is applied at the crown uniformly through a similar knife edge, the various sizes of pipe shall withstand the following pressures:

Diameter.	Pressure.	Diameter.	Pressure.
inches.	lbs. per lin. ft.	inches.	lbs. per lin. ft.
6	900	18	1400
8	900	20	1550
10	1000	22	1750
12	1050	24	1950
15	1250		

Jointa.

EXHIBIT C-36 (continued).

146. When supported on a dry sand bed two inches deep, all pipe shall withstand without cracking the impact from 2 blows of a cast iron ball weighing 8 pounds falling 18 inches. Spurs shall resist without fracture the impact from 2 blows of such a ball falling 6 inches and striking on the extreme end of the hub of the spur. Drop height test.

147. When subjected to an internal hydrostatic pressure of 8 pounds per square inch, vitrified pipe shall show no percolation. Hydrostatic test.

148. After having been thoroughly dried and then immersed in water for 24 hours, sample pieces of pipe with all broken edges shall not absorb more than 4 per cent. of their weight of water. Absorption test.

149. The entire product of any pipe factory may be rejected when, in the judgment of the Engineer, the methods of manufacture fail to guarantee uniform results, or where the materials used are such as produce inferior pipe, as indicated by repeated failure to comply with the tests herein specified. Factory rejection.

~~150. In earth trenches pipe sewers shall be laid in concrete cradles when required by the plan. In rock trenches pipe sewers shall be laid in cradles of concrete, gravel or broken stone as shown on the plan.~~ Cradles.

151. When the sewer is to be laid without a cradle the trench shall be excavated as specified in paragraph 17, and the earth forming the bed carefully freed of stones. The pipe shall then be evenly bedded therein, and the backfilling placed and firmly tamped in such a manner as to avoid disturbing the sewer. Without cradle.

~~152. When the sewer is to be laid in a concrete cradle, the concrete for the full width of the cradle shall be deposited continuously to the height of the outside bottom of the pipe. Before the concrete has set the pipe shall be evenly bedded therein and the remainder of the concrete immediately deposited and carefully tamped in such a manner as to avoid disturbing the sewer.~~ Concrete cradle.

153. When the sewer is to be laid in a gravel or broken stone cradle, the latter shall consist of clean gravel or sound broken stone, all of which will pass through a 1¼-inch mesh, and be retained on a ½-inch mesh screen. The gravel or broken stone shall be deposited and tamped for the full width of the trench to the height of the outside bottom of the pipe. The pipe shall then be bedded therein and the remainder of the gravel or broken stone deposited and carefully tamped in such a manner as to avoid disturbing the sewer. Gravel or broken stone cradle.

154. All pipes shall be laid with ends abutting and true to line and grade. The pipes shall be fitted together and matched so that when laid in the work they will form a sewer with a smooth and uniform invert. Unless otherwise permitted or directed, not less than twelve (12) feet of pipe sewer shall be laid in one operation. How laid.

155. Unless otherwise shown on the plan, the joints of vitrified pipe sewers shall be made as hereinafter specified in paragraph 156. Gasket and mortar joints

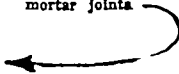
156. Gasket and mortar joints shall be made in the following manner: a closely twisted hemp or oakum gasket of suitable diameter, in no case less than ¾-inch, and in one piece of sufficient length to pass around the pipe and lap at the top; shall be solidly rammed into the annular 

EXHIBIT C-36 (continued).

space between the pipes with a suitable calking tool. Before being placed, the gasket shall, if directed, be saturated with neat cement grout. The remainder of the space shall then be completely filled with plastic mortar mixed 1 to 1½, and the joint wiped inside and finished to a smooth bevel outside.

157. Unless otherwise permitted, at least 4 finished joints shall be left exposed for inspection throughout the working day, and the necessary staging for the protection of the exposed sewers and for the handling of excavated material shall be provided. A suitable ladder affording easy access for such inspection shall be furnished at every trench open for the proposed sewer.

Subgrade to be tested.

158. No pipe or the cradle therefor shall be laid or placed until the subgrade of the trench shall have been tested and found correct.

Sewer to be kept clean.

159. The interior of the sewer shall, as the work progresses, be cleared of all dirt, cement and superfluous materials of every description.

Backfilling.

160. Immediately after the sewer is laid the trench shall be backfilled as provided in paragraphs 29 to 37 inclusive and 157. No walking on or working upon the completed sewer (except as may be necessary in tamping the backfilling), will be permitted until the trench has been backfilled to a height of at least 2 feet over the top of the sewer.

Temporary covers.

161. The exposed ends of pipe sewers shall be provided with approved temporary covers fitted to the pipe so as to exclude earth and other materials.

Branch pipes.

162. Branch pipes and connection pipes shall be of the same quality and dimensions, and laid in the same manner as specified for vitrified pipe sewers. Dead ends of pipes shall be closed with bulkheads of brick masonry 8 inches in thickness.

Connection with existing work.

163. Wherever the proposed sewer is to connect with an existing manhole in which there is a branch pipe which is damaged or of unsuitable size or in improper position, such pipe shall be removed and be replaced with a pipe of suitable size or be reset in the proper position. The pipe so substituted or reset will be paid for at the contract price for the corresponding size of pipe sewer.

Pipes cut to fit masonry.

164. The ends of pipes which enter masonry shall be neatly cut to fit the face of the masonry. When directed, such cutting shall be done before the pipes are built in.

Measurements.

165. The length of pipe sewers to be paid for will be determined by horizontal measurements along their center lines, and no deductions will be made on account of openings at manholes, and the measurements will be made to the inside face of all chambers.

Prices to cover.

166. The contract prices for vitrified pipe sewers shall cover the costs of all necessary excavation (except rock) of all concrete cradles required of all necessary trimmings, fittings, and building into masonry; of all bulkheads; of all backfilling; of all samples furnished; and of all labor and materials required to furnish and lay the sewers complete in place, as shown on the plan and as specified.

EXHIBIT C-36 (continued).

CAST IRON PIPE SEWERS.

167. Cast iron pipe for sewers shall conform with the requirements of the latest revised Standard Specifications for Cast Iron Pipe adopted by the American Society for Testing Materials, and all tests required shall be made in accordance therewith.

Cast iron pipe.

168. The thickness of shell and weight of the several classes of pipe, and the allowable variations of diameter and weight shall be as follows:

Nominal inside diam.	Class A, 100 ft. head, 43 lbs. pressure.		Class B, 200 ft. head, 80 lbs. pressure.		Class C, 300 ft. head, 130 lbs. pressure.		Allowable variations	
	Thickness.	Weight.	Thickness.	Weight.	Thickness.	Weight.	Diameter.	Weight.
inches.	inches.	pounds.	inches.	pounds.	inches.	pounds.	inches.	
4	0.42	240	0.45	260	0.48	280	0.06	5 p.c.
6	0.44	370	0.48	400	0.51	430	0.06	5 p.c.
8	0.46	515	0.51	570	0.56	625	0.06	5 p.c.
10	0.50	685	0.57	765	0.62	850	0.06	5 p.c.
12	0.54	870	0.62	985	0.68	1,100	0.06	5 p.c.
14	0.57	1,075	0.66	1,230	0.74	1,400	0.06	5 p.c.
16	0.60	1,300	0.70	1,500	0.80	1,725	0.06	5 p.c.
18	0.64	1,550	0.75	1,800	0.87	2,100	0.08	4 p.c.
20	0.67	1,800	0.80	2,100	0.92	2,500	0.08	4 p.c.
24	0.76	2,450	0.89	2,800	1.04	3,350	0.08	4 p.c.
30	0.88	3,500	1.03	4,000	1.20	4,800	0.10	4 p.c.
36	0.99	4,700	1.15	5,450	1.36	6,550	0.10	4 p.c.
42	1.10	6,150	1.28	7,100	1.54	8,600	0.10	4 p.c.
48	1.26	8,000	1.42	9,000	1.71	10,900	0.12	4 p.c.
54	1.35	9,600	1.55	11,200	1.90	13,700	0.15	4 p.c.
60	1.39	11,000	1.67	13,250	2.00	16,100	0.15	4 p.c.

The above weights are for 12 feet laying lengths and standard sockets; proportionate allowance will be made for any variation therefrom.

169. For pipes whose standard thickness is less than 1 inch, the thickness of metal in the body of the pipe shall not be more than 0.08 inch less than the standard thickness; and for pipes whose standard thickness is 1 inch or more, the variation shall not exceed 0.10 inch, except that for areas not exceeding 8 inches in any direction, variations from the standard thickness of 0.02 inch in excess of the allowance above given will be permitted.

Variation in thickness.

170. All cast iron pipe shall be thoroughly and evenly coated inside and outside with coal tar pitch varnish. The coating shall be smooth, tough and tenacious when cold and shall not be brittle or have any tendency to scale off.

Coating.

171. The weight and class letter shall be conspicuously painted by the manufacturer with white oil paint on the inside of each pipe after the coating is hard.

Marking.

172. Joints of cast iron pipe sewers shall be of the kind as shown on the plan.

173. When lead joints are required, the inner portion of the annular space between the pipes shall be packed with clean, sound jute packing yarn, and the remaining portion shall be run full of pure soft lead and calked with suitable tools. Unless otherwise shown on the plan, the depths of the lead joints shall be 2½ inches for 6-inch to 8-inch pipe; 3

Lead joints.

EXHIBIT C-36 (continued).

inches for 12-inch to 21-inch pipe, and 3½ inches for 30-inch to 48-inch pipe.

Mortar joints.

174. When gasket and mortar joints are required, they shall be made as specified in paragraph 156.

175. All the requirements, as hereinbefore specified, relating to excavation, laying, backfilling and measurement of vitrified pipe sewers shall apply, as far as they are applicable, to cast iron pipe sewers.

Inspection of joints.

Prices to cover.

176. The contract prices for cast iron pipe sewers shall cover the cost of all necessary excavation (except rock); of all concrete cradles required; of all bulkheads; of all backfilling; of all labor and materials required to furnish and lay the sewers complete in place, as shown on the plan and as specified.

BASIN CONNECTIONS.

177. The connections between inlets and basin manholes and between basin manholes and sewers or sewer manholes shall be of vitrified pipe of the size shown on the standard details on file in the Engineer's Office, Bureau of Engineering-Construction, Division of Sewers. The pipes shall be of the same quality and dimensions, and laid in the same manner as hereinbefore specified for vitrified pipe sewers.

Measurements.

178. The length of basin connections to be paid for will be determined by measurements along their axes.

Price to cover.

179. The contract price for basin connections shall cover the cost of all necessary excavation (except rock); of all necessary trimming, fitting and building into concrete, or masonry; of all backfilling; and of all labor and materials required to furnish and lay the basin connections complete in place, as specified.

SPURS FOR HOUSE CONNECTIONS.

180. Spurs for house connections shall be of vitrified pipe 6 inches in diameter, equal in quality and dimensions to that specified for vitrified pipe sewers.

In concrete sewers.

181. In concrete sewers spurs shall be built in as shown on the plan or as directed. They shall be hub and spigot pipes with the spigot end molded or cut to fit flush with the inner surface of the sewer, and of sufficient length to reach the exterior of the sewer.

In pipe sewers.

182. Pipes having 6-inch spurs with hubs molded thereon shall be furnished and laid in pipe sewers where shown on the plan or directed. Such pipes will be paid for at the contract prices for vitrified pipe sewers, and the spurs will be paid for in addition at the contract price for spurs.

Covers.

183. The ends of all spurs not connected with drains shall be closed with approved covers. If required such covers shall be cemented in place, and when directed the covers shall be so cemented before the pipes are lowered into the trench.

Price to cover.

184. The contract price for spurs shall cover the cost of all labor and materials required to furnish and place the same as specified, and the cost of furnishing and cementing the covers for the same.

EXHIBIT C-36 (continued).

DRAINS FOR HOUSE CONNECTIONS.

185. Where shown on the plan or where directed, drains for house connections shall be built from the spurs in such a manner and for such distance as may be shown or directed.

186. House connection drains shall be laid with a minimum gradient of $\frac{1}{4}$ inch to a foot, and wherever possible the depth from curb grade to the inner bottom of the drain at curb line shall be at least 8 feet.

Depth at curb.

187. Unless otherwise shown on the plan, drains for house connections shall be of vitrified pipe of the quality and dimensions specified for vitrified pipe sewers. The ends of the drains shall be closed with approved covers.

Material.

188. All the requirements, as hereinbefore specified, relating to excavation, laying and backfilling of vitrified pipe sewers shall apply, as far as they are applicable, to drains for house connections.

How laid.

189. The lengths of pipe drains for house connections to be paid for will be determined by measurement along their axes.

Measurement.

190. The contract price for drains for house connections shall cover the cost of all necessary excavation (except rock); the cost of all backfilling; the cost of all covers, bends and specials required; and the cost of all labor and materials required to furnish and lay the drains for house connections complete in place, as specified.

Price to cover.

RISERS.

191. Where shown on the plan or where directed risers for house connections shall be built from the spurs in such a manner and to such height as may be shown or directed. Unless otherwise shown on the plan they shall be of vitrified pipe of the quality and dimensions hereinbefore specified for vitrified pipe sewers. They shall be supported and surrounded by concrete as shown, and each shall be closed with an approved cover.

192. The lengths of risers to be paid for will be determined by measurements along their axes.

Measurement.

193. The contract price for risers shall cover the cost of all necessary excavation (except rock); the cost of all concrete used in connection with the risers; the cost of all backfilling; the cost of all covers, bends and specials required; and the cost of all labor and materials required to construct the risers complete in place, as specified.

Price to cover.

MANHOLES.

194. The masonry or concrete for manholes shall be built to within such distances of the existing surface of the ground as directed.

195. Brick manholes shall be formed by means of templates placed at the top and bottom with not less than 8 lines drawn between them, and they shall be smoothly and evenly plastered on the outside with a layer of mortar $\frac{1}{2}$ inch thick.

Brick manholes

EXHIBIT C-36 (continued).

Concrete manholes.	196. Concrete manholes shall be built of the materials, ^{and to the} sizes and dimensions shown on the plan.
Steps.	197. Galvanized wrought iron steps of the size and shape shown on the plan shall be firmly built into the manholes at vertical intervals of about 16 inches.
Head and cover.	198. The manhole head and cover shall be of cast iron, and unless otherwise shown on the plan, each head, exclusive of cover, shall weigh not less than 500 pounds and each cover shall weigh not less than 160 pounds. The weight of each head and cover shall be conspicuously painted thereon by the manufacturer with white oil paint. The head shall be set on the masonry or concrete in a full bed of stiff mortar.
Price to cover.	199. The contract price for manholes shall cover the cost of all necessary excavation (except rock); of all backfilling; of all plastering; of all concrete slabs; of all steps; and of all labor and materials required to construct the same complete, in place, as shown on the plan and specified.
Brick basin manholes.	200. BASIN MANHOLES Brick basin manholes shall be formed by means of templates placed at top and bottom with not less than 10 vertical lines drawn between them.
	201. Where the walls of brick basin manholes are not built of two rings of brickwork with a mortar layer between, the inside of the brickwork shall be smoothly and evenly plastered with a layer of 1—2 Portland cement mortar $\frac{1}{2}$ inch thick.
	202. Where the wall of the basin manhole consists of two rings of brickwork, with a mortar layer between, the outer ring shall be carried up not less than 1 foot in advance of the inner ring, and the inner surface of the former shall be plastered with two coats of mortar. The second coat of mortar shall be applied before the first is set, and the total thickness of the mortar layer shall be 1 inch.
Concrete basin manholes.	203. Concrete basin manholes shall, if required, be built in such a manner that the bottom and sidewalls shall be formed in one continuous operation. Concrete basins shall be coated with a grout of neat cement on the inside.
Concrete cover slabs.	204. Concrete cover slabs of basin manholes shall be built of Class "A" concrete, reinforced as shown on standard detail plan.
Head cover and trap.	205. The basin manhole head and cover shall be of cast iron, as shown on plan, and known as a Standard Sidewalk Manhole Head and Cover. Each head exclusive of cover shall weigh not less than 260 pounds and each cover shall weigh not less than 100 pounds. An iron hood or trap, of the size and dimensions shown on the plan, must be furnished by the Contractor for each basin manhole and is to be built into the basin manhole, as shown on plan.
Restoration of sidewalks, curbs, etc.	206. All sidewalk pavements and curbs, disturbed by the construction of basin manholes, shall be restored by the Contractor in accordance with the specifications for similar work of the Bureau of Highways.

EXHIBIT C-36 (continued).

207. ~~The contract price for basin manholes shall cover the cost of~~ Price to cover.
all necessary excavation (except rock); of all backfilling; of all sidewalk
and curb restorations and of all labor and materials required to con-
struct the basin manholes complete in place, as shown on the plan and
specified.

INLETS.

208. Inlets and the heads therefor shall be of the materials, forms
and dimensions shown on the plan. The specifications for brickwork
and concrete shall be those hereinbefore specified for basin manholes.

209. The head shall be of cast iron and shall conform in all re- Head.
spects to the specifications for iron castings. If required, the inlets shall
be closed with bulkheads of brick masonry and such bulkheads shall be
removed when directed.

210. All roadway pavements, sidewalk pavements and curbs, dis- Restoration of
roadway pavements,
etc.
turbed by the construction of inlets, except those under guarantee for
maintenance shall be restored by the Contractor in accordance with the
specifications of the Bureau of Highways for similar work or specifica-
tions hereafter attached. In unpaved streets and macadamized streets
where the inlets are approximately at the surface of the street a space
of two and one-half (2½) feet adjoining such inlets shall, if required, be
paved with approved paving blocks.

211. The contract price for inlets shall cover the cost of all neces- Price to cover.
sary excavation (except rock); of all backfilling; of the temporary brick
bulkheads in the mouths of the inlets, when required; of all roadway,
sidewalk and curb restorations; of all labor and materials required to
construct the inlets, complete in place, as shown on the plan and specified.

PARK INLET BASINS.

212. Park inlet basins and the heads and covers therefor shall be
of the materials, forms and dimensions shown on the plan. If required,
the mouths of park inlet basins shall be closed with bulkheads of brick
masonry and such bulkheads shall be removed when directed.

213. The contract price for park inlet basins shall cover the cost of Price to cover.
all necessary excavation (except rock); of all backfilling; of the tempo-
rary brick bulkheads in the mouths of the inlet basins, when required;
and of all labor and materials required to construct the park inlet basins
complete, in place, as shown on the plan and specified.

EMBANKMENT.

214. Where indicated on the plan, embankment shall be made of Quality.
the form and dimensions shown. It shall consist of clean steam ashes or
filling of the quality specified in paragraph 30, which shall contain
no stone over 6 inches in its largest dimension. When the material
forming the embankment contains stones, the latter shall be so distrib-
uted through the mass that all interstices are filled with fine material,
and the material within 2 feet of the sewer shall be free of stones. When
embankment is used as foundation it shall consist entirely of filling of
~~the quality specified in paragraph 29~~

EXHIBIT C-36 (continued).

How made.

~~215. The embankment shall be deposited and spread in horizontal layers to such an extent and at such times as may be directed. If required, such portion of the embankment as may be deemed necessary shall be made prior to the construction of the sewer or its foundation and any excavation that may be necessary for the building of the sewer and its foundation shall be made therein. When embankment is used as a foundation, the ground on which it is to be made shall be prepared by grubbing and clearing, and removing all improper material. Embankment used as foundation shall be deposited in uniform horizontal layers, not exceeding 1 foot in depth, and each layer shall be thoroughly compacted by rolling or tamping or both; such embankment shall not be built upon until the expiration of days after its completion.~~

Approaches.

216. Where the embankment obstructs or interferes in any way with any public or private roadway, the Contractor shall furnish and place all material necessary to provide suitable approaches of such widths and to such extent as shown on the plan, or as directed.

217. All embankments and approaches shall be maintained at their full dimensions until the completion of this contract.

Cost covered.

218. The cost of all labor and materials required to prepare the ground, to make the embankment and approaches as specified, to make all necessary excavations and backfilling therein, and to maintain the embankments and approaches at their designated dimensions until the completion of this contract, shall be covered by the contract prices for ~~the structures over or in connection with which they are made.~~

● RESTORATION OF SURFACE AND CLEANING UP.

Restoration of unpaved roadways, sidewalks, etc.

219. At such time as may be directed, all unpaved roadways, gutters and sidewalks affected by the work done under this contract shall be restored by the Contractor to the same condition in which they were at the time of the opening of bids for this contract.

Pavements, etc., restored by Contractor.

gpc

220. If required by the plan, roadway and sidewalk pavements, crosswalks, curbs, etc., ~~except those under guarantee for maintenance,~~ shall be satisfactorily restored and adjusted by the Contractor at such times as may be directed. Sidewalk pavements shall be restored in whole flags, squares or sections which shall correspond in quality and appearance with the original or adjoining flags, squares or sections. All work and materials used in such restoration and adjustment shall conform in all respects to the standard specifications now in use by the President for similar work and materials.

Pavements, etc., under guarantee.

~~221. All pavements, sidewalks, crosswalks, curbs, etc., existing at the time of the opening of the bids for this contract, and under guarantee for maintenance, shall be restored and adjusted by the parties responsible under such guarantee, and at the expense of the Contractor. If not so restored and adjusted during the progress of the work, the Contractor shall, when directed, pay to the President before the completion of the contract a sum of money sufficient to cover the cost of having the same restored and adjusted by the parties responsible under such guarantee, and at the charges for the restoration of the same; as set forth in their contracts relating thereto. Such sum shall be accompanied by certifi-~~

EXHIBIT C-36 (continued).

~~comes from the parties responsible for the maintenance of the pavements, sidewalks, crosswalks, curbs, etc., to the effect that such sum will be accepted by them as full payment for such restoration and adjustment.~~

222. At such times as may be directed roadway and sidewalk pavements, cross-walks, curbs, etc., which have been removed, whether under guarantee or not, shall be temporarily restored by the Contractor to the satisfaction of the Engineer.

Temporary restoration.

223. If pavement, sidewalks, crosswalks, curbs, etc., are laid where none existed at the time the bids for this contract were opened, the Contractor shall excavate and remove such portions of the pavements, sidewalks, crosswalks, curbs, etc., and their foundations as may be necessary for the prosecution of the work, but he will not be required to make a permanent restoration of them.

When new pavement is laid.

224. Before laying any pavements, sidewalks, crosswalks curbs, etc., the trenches shall, if required, be flooded with water, as directed, and all resulting holes or depressions shall be filled and tamped solid.

Trenches flooded.

225. At such times as may be directed, the Contractor shall remove from the streets all materials which were placed thereon by him as a consequence of performing this work, and which are not required by the contract to be left as part of the finished work. The entire work and portions of the streets affected thereby shall be left in a satisfactory condition. The sidewalks and crosswalks shall be swept clean of all material which may have come thereon by reason of the work under this contract, and if required, they shall be sprinkled with water during the sweeping.

Cleaning up.

226. The cost of all labor required to be done and all the materials required to be furnished in the performance of all the work specified in paragraphs 219 to 225 inclusive, shall be covered by all the contract prices for all the items for which there are contract prices.

Cost to be covered.

The Concrete Pavement at ROCKAWAY BOULEVARD disturbed by this contract is to be relaid by the Contractor in accordance with the specifications of the Bureau of Highways and to the satisfaction of the Engineer in charge of that Bureau. See note on plan.

The Tar and Macadam Pavement on FARMERS BOULEVARD disturbed by this contract is to be relaid by the Contractor in accordance with the specification of the Bureau of Highways and to the satisfaction of the Engineer in charge of that Bureau. See note on plan.

EXHIBIT C-36 (continued).

No.....

THE CITY OF NEW YORK
OFFICE OF THE
PRESIDENT OF THE BOROUGH
OF QUEENS

BUREAU OF SEWERS

CONTRACT

Harmon West, Jr.
Contractor

Dated *March 16th*, 192

APPROVED AS TO FORM

Acting Corporation Counsel.

Dated _____, 192

EXAMINED AND FOUND CORRECT

Contract, Clerk.

Entered in the Comptroller's Office,

_____, 192

First Assistant Bookkeeper.



EXHIBIT C-241.

EXHIBIT C-241

(*Bid sheet, Horstman Avenue, May 7, 1925.*)

10 No. 1

T Y P E "A"

THE CITY OF NEW YORK

Office of the

PRESIDENT OF THE BOROUGH OF QUEENS

20

BUREAU OF SEWERS

30 Sealed Bids or Proposals for the herein named work will be received at the office of the President of the Borough of Queens, on the 4th Floor of the Queens Subway Building, 68 Hunterspoint Avenue, Long Island City, Borough of Queens, in The City of New York, until 11 o'clock a. m.

ON MAY 7th, 1925

40 The time allowed for the completion of the work and the full performance of the contract is 250 CONSECUTIVE WORKING DAYS.

The liquidated damages for each day in excess of the allowed time, as stipulated in the contract, is 50.00 dollars per day.

The amount of SECURITY or surety bond required will be (\$425,000.00).

EXHIBIT C-241 (*continued*).

NOTE.—All bids must be submitted upon the proper blank form of bid and in the sealed envelope prepared and furnished by the Borough President, and must be made out as required. Any bid which fails to name the price, both *in writing* and *in figures* per unit of measurement for each and every item of the proposed work where quantities are given, or is incomplete, conditional, obscure, or irregular, may be held to be informal and may be rejected, and in case of any discrepancy between the price written in and the bid and that given in figures, the price in writing will be considered as the bid. The writing must be in ink.

BID OR ESTIMATE

- 20 For the construction of a temporary sanitary outlet sewer through an easement to be acquired in the line of HORTSMAN AVENUE from Bergen Basin (Bergens Creek) to Nebraska Avenue; in HORTSMAN AVENUE from Nebraska Avenue to Baker Avenue; in BAKER AVENUE from Hortsman Ave. to a point about 260'0" N. of 160th Ave., and in the property of the City of New York, in a general northerly direction from Baker Ave. (134th St.) at a point 260'0" N. of 160th Ave. to a point in the property of the City of New York about 180'0" S. of 150th (Stanley) Ave., and for the construction of a fine screening and pumping plant with force main in the property of the City of New York and for the construction of a sewer and appurtenances in 150th (Stanley) Ave. from 133rd St. (Nebraska Ave.) to 132nd St. (Atfield Ave.) and in 132nd St. (Atfield Ave.) from 150th (Stanley) Ave. to a point about 180'0" north of 150th (Stanley) Ave. and in 150th (Stanley) Ave. from 133rd St. (Nebraska Ave.) to 134th St. (Baker Ave.), Fourth Ward, Borough of Queens.
- 30
- 40 Made by the firm or corporation of Welsh Bros. Contracting Co., Inc.
Address 14 Queens St., Long Island City, N. Y.

EXHIBIT C-241 (*continued*).

NAME AND ADDRESS OF EACH AND EVERY MEMBER
OF THE FIRM OR PRINCIPAL OFFICERS
OF THE CORPORATION.

NOTE.—The *bidder's name and residence or address must*
be inserted herebelow, and in case of a firm, *the name and address*
10 *of each and every member of the firm must be inserted.*

In case a bid shall be submitted by or in behalf of any
corporation, the complete legal name and address of such
corporation must be written here below, together with the name,
address and title of the principal officers of the corporation.

Name William Welsh, Treasurer

Address 14 Queens St., Long Island City

20 Name Richard Welsh, President

Address 14 Queens St., Long Island City

Name Katherine Welsh, Secretary

Address 14 Queens St., Long Island City

The party named above (of lawful age), as *Bidders*,
declares: That the only person or persons interested in this bid
30 *or proposal as principal or principals is or are named above,*
and that no other person than herein above named has any
interest in this bid or in the contract proposed to be taken; that
this bid is made without any connection with any other person
or persons making a bid for the same work or purpose; that
the bid is in all respects fair and without collusion or fraud, and
that no member of the Board of Aldermen, no head of a depart-
ment, no chief of a bureau, deputy thereof or clerk therein, nor
any other officer or employee of The City of New York, is, shall
40 *be or become, directly or indirectly, interested as contracting*
party, partner, stockholder, surety or otherwise in the perform-
ance of the contract, or in the supplies, work or business to which
it relates, or in any portion of the profits thereof; that he has
examined the form of contract and specifications approved by
the Corporation Counsel and any plans therein referred to, and
that he has visited the site of the proposed work and has made
himself familiar with all the existing conditions; and he proposes

EXHIBIT C-241 (continued).

and agrees, if this bid be accepted, that he will contract in the form so approved, to provide, furnish and deliver all necessary work, labor, services, materials or supplies, machinery, tools, plant, and appliances, and to perform and complete all the work mentioned in said approved form of contract and specifications. and in strict accordance with the terms and conditions thereof, and that he will accept in full payment therefor the following named sums or prices:

20 The Engineer's estimate of the quantities as advertised and the nature and extent of the work and materials or supplies required, though stated with as much accuracy as is practicable in advance, are APPROXIMATE only and are given to form a basis of comparison for testing bids and are not guaranteed to be accurate and are not considered as a binding feature of the contract. *Before bidding, Contractors must satisfy themselves by personal examination of the Plans, Specifications, Contract, and location of the proposed work,* and by such other means, as they may prefer, as to the accuracy of the foregoing statement, and they must determine for themselves, and allow for all difficulties which may be encountered in the prosecution of the work.

TYPE "A" OR SEWER DEPT. STANDARD.

- 30 Reconstruction of Manhole on 3'0" Sewer, complete, Twelve hundred forty and no/100 Dollars (\$1240.00).
- 1 Junction Chamber at Inlet to Old Plant, complete, Thirteen hundred and no/100 Dollars (\$1300.00).
- 1 Junction Chamber on 3'3" Reinforced Concrete sewer, complete, Sixteen hundred and no/100 Dollars (\$1,600.00).
- 40 1 Entrance Chamber to Overflow Pipes in Stanley Ave., complete, Nineteen hundred and no/100 Dollars (\$1,900.00).
- 1 Drop Chamber, complete, Eighteen thousand, two hundred forty and no/100 Dollars (\$18,240.00).
- 218 Linear feet of 2'6" Reinforced Concrete Sewer, per linear foot, Eighteen and no/100 Dollars (\$18.00).

EXHIBIT C-241 (continued).

- 112 Linear feet of 3'0" Reinforced Concrete Sewer, per linear foot, Thirty-eight and no/100 Dollars (\$38.00).
- 184 Linear feet of 3'3" Reinforced Concrete Sewer, per linear foot, Forty-Seven and no/100 Dollars (\$47.00).
- 10 181 Linear feet of 8'0" Reinforced Concrete Sewer, per linear foot, One hundred, sixty-six and no/100 Dollars (\$166.00).
- 1 Grit Chamber, including gates, building & appurtenances, complete, as shown on plan, One hundred, eight thousand, six hundred no/100 Dollars (\$108,600.00).
- 20 1 Screen Plant and Pumping Station, including building, complete, as shown on plan, ready for operation (With sanitation Disc Type Screens) One million, forty-seven thousand, five hundred and no/100 Dollars (\$1,047,500.00).
- Complete (with Cone Type Screens) or equal, One million, forty-seven thousand, five hundred and no/100 Dollars (\$1,047,500.00).
- 2550 c. yds. of Cinder Fill, per cu. yd., Five and 50/100 Dollars (\$2.50).
- 30 853 sq. yds. of Gravel Roadway (12" deep) per sq. yd., One and 60/100 Dollars (\$1.60).
- 1310 sq. yds. of Reinforced Concrete Pavement, per sq. yd., Three and 50/100 Dollars (\$3.50).
- 660 Linear feet of 6" x 20" Blue Stone Curb, set in concrete, per linear foot, Two and 04/100 Dollars (\$2.04).
- 40 1 Venturi Meter, Chamber & appurtenances, complete, as shown on plan, Eleven thousand, two hundred and no/100 Dollars (\$11,200.00).
- 47 Linear feet 48" C. I. (Class "A") Pipe, Force Main, per linear foot, Sixty-three and 60/100 Dollars (\$63.60).
- 300 Linear feet 6'0" x 4'6" Brick Sewer, to be removed, per linear foot, Thirty-six and 40/100 Dollars (\$36.40).

EXHIBIT C-241 (*continued*).

- 7 Chambers on Wood Stave Pipe, complete, each, Sixteen hundred and no/100 Dollars (\$1,600.00).
- 3100 Linear feet of Ditch, reconstructed, per Linear foot, Fifteen and 10/100 Dollars (\$15.10).
- 10 1 Outlet, on Ditch, complete, Thirtynine hundred, sixty and no/100 Dollars (\$3,960.00).
- 1 Siphon under Doughty Creek, including up-stream and down-stream chamber, complete, Twenty-nine thousand, six hundred and no/100 Dollars (\$29,600.00).
- 1 Chamber at 161st Ave. & 134th St., complete, Twentynine hundred, sixty and no/100 Dollars (\$2,960.00).
- 20 1 Outlet on Wood Stave Pipe Sewer, including Tide Gate, complete, Forty-four hundred, forty and no/100 Dollars (\$4440.00).
- 4415 Linear feet of 4' 3" Continuous Creosoted Wood Stave Pipe, per linear foot, Forty-four and no/100 Dollars (\$44.00).
- Seeding and Planting, Sum of Twenty-one hundred, sixty and no/100 Dollars (\$2160.0).
- 30 3 Timber Bridges and Foundations, complete, each, Eighty-three hundred, fifty and no/100 Dollars (\$8350.00).
- 1 Northern Engineering Works, or equal, standard type "L.E" Crane of 5,000 lbs. capacity, including all equipment & 1/2 cu. yd. clam shell bucket, as shown on plan, Seventy-five hundred and no/100 Dollars (\$7500.00).
- 1500 cu. yds. Top Soil, per cu. yd., One and 80/100 Dollar (\$1.80).
- 40 1 Transition Section, complete, as shown on plan, Sixteen hundred and no/100 Dollars (\$1,600.00).
- 1 Manhole on 8'0" Reinforced Concrete Sewer, complete, Thirteen hundred and no/100 Dollars (\$1,300.00).

EXHIBIT C-241 (*continued*).

No bid will be allowed to be withdrawn, for any reason whatever, after it has been received and deposited with the President. The President expressly reserves the right to reject all bids if he shall deem it for the public interest so to do. No bid will be accepted from, nor contract awarded to, any person who is in arrears to The City of New York upon debt or contract, 10 or who is a defaulter, as surety or otherwise, upon any obligation to The City of New York.

No bid or proposal will be received, considered and deposited unless, as a condition precedent to the reception or consideration of any proposal it be accompanied by either a certified check upon one of the State or National Banks of The City of New York, drawn and made payable to the order of the Comptroller of The City of New York, or money to the amount of 20 *five per centum* (5%) of the amount of the security or surety bond required for the faithful performance of the contract. Such check or money must not be inclosed in the sealed envelope containing the proposal, but must be either inclosed in a separate envelope addressed to the Borough President, or submitted personally upon the presentation of the bid or proposal and handed to the officer or clerk of the Department who has charge of the proposal box, and who will give a proper voucher for the deposit, and no bid can be deposited in said box until such check or money has been examined by said officer or clerk and found 30 to be correct. All such deposits, except that made by the bidder to whom the contract shall be awarded, will be returned to the person or persons making the same within three (3) days after the decision as to who shall receive the contract. If the bidder to whom the contract shall have been awarded shall refuse or neglect to execute the same within five days after due notice that the contract has been awarded to him, and that the adequacy and sufficiency of the surety offered has been approved by the Comptroller, the amount of the deposit made by him shall be 40 forfeited to and retained by The City of New York as liquidated damages for such neglect or refusal: but if he shall execute the contract and furnish the said security within the time aforesaid the amount of the deposit shall be returned to him.

NOTE.—*Each and every person bidding and named above must sign here.* In the case of a firm, Each and every person bidding give the name of each and every partner in full. must sign here.

EXHIBIT C-241 (*continued*).

- In a case a bid shall be submitted by or in behalf of a corporation, it must be signed in the full legal name of such corporation by some authorized officer or agent thereof, who shall subscribe his name and office. If practicable, the seal of the corporation must be affixed.
- 10 Welsh Bros. Cons. Inc. [L. S.]
By Wm. Welsh, Treas. [L. S.]

The following affidavit must be similarly signed and sworn to:

- 20 THE CITY AND STATE OF NEW YORK, ss.:
COUNTY OF QUEENS

The above-named bidder (s), being severally duly sworn, say, each for himself, that the several matters stated in the above bid are in all respects true.

Signature (s) of bidder (s).

- 30 *Subscribed and sworn to before me, this 7th day of May, 1925.* Welsh Bros. Cons. Co. Inc.
By William Welsh, Treas.

PETER P. CAMPBELL,

Notary Public, Queens County, N. Y. No. 171

EXHIBIT C-242.

EXHIBIT C-242

(*Bid sheet, Horstman Avenue, May 7, 1925*).

10

T Y P E "A"

No. 1

THE CITY OF NEW YORK

Office of the

20

PRESIDENT OF THE BOROUGH OF QUEENS

BUREAU OF SEWERS

30

Sealed Bids or Proposals for the herein named work will be received at the office of the President of the Borough of Queens, on the 4th Floor of the Queens Subway Building, 68 Hunterspoint Avenue, Long Island City, Borough of Queens, in The City of New York, until 11 o'clock a. m.

ON MAY 7th, 1925

40

The time allowed for the completion of the work and the full performance of the contract is 250 CONSECUTIVE WORKING DAYS.

The liquidated damages for each day in excess of the allowed time, as stipulated in the contract, is *ten dollars per day*.

The amount of SECURITY or surety bond required will be (\$425,000.00).

EXHIBIT C-242 (*continued*).

NOTE. — All bids must be submitted upon the proper blank form of bid and in the sealed envelope prepared and furnished by the Borough President, and must be made out as required. Any bid which fails to name the price, both *in writing* and *in figures* per unit of measurement for each and every item of the proposed work where quantities are given, or is incomplete, conditional, obscure, or irregular, may be held to be informal and must be rejected, and in case of any discrepancy between the price written in and the bid and that given in figures, the price in writing will be considered as the bid. The writing must be in ink.

BID OR ESTIMATE

20 For the construction of a temporary sanitary outlet sewer through an easement to be acquired in the line of HORSTMAN AVENUE from Bergen Basin (Bergens Creek) to Nebraska Avenue; in HORSTMAN AVENUE from Nebraska Avenue to Baker Avenue; in BAKER AVENUE from Horstman Ave. to a point about 260'0" N. of 160th Ave., and in the property of the City of New York, in a general northerly direction from Baker Ave. (134th St.) at a point 260'0" N. of 160th Ave. to a point in the property of the City of New York about 180'0" S. 150th (Stanley Ave. and for the construction of a fine screening and pumping
30 plant with force main in the property of the City of New York and for the construction of a sewer and appurtenances in 150th (Stanley) Ave. from 133rd St. (Nebraska Ave.) to 132nd St. (Atfield Ave.) and in 132nd St. (Atfield Ave.) from 150th (Stanley) Ave. to a point about 180'0' north of 150th (Stanley) Ave. and in 150th (Stanley) Ave. from 133rd St. (Nebraska Ave.) to 134th St. (Baker Ave.), Fourth Ward, oBrough of Queens.

40 Made by the firm or corporation of JNO D. WALSH, INC.

Address 132 Fourth St., Long Island City, N. Y.

NAME AND ADDRESS OF EACH AND EVERY MEMBER
OF THE FIRM OR PRINCIPAL OFFICERS
OF THE CORPORATION.

NOTE.—The *bidder's name and residence or address* must be inserted herebelow, and in case of a firm, *the name and address of each and every member of the firm must be inserted.*

EXHIBIT C-242 (*continued*).

In case a bid shall be submitted by or in behalf of any corporation, the complete legal name and address of such *corporation* must be written here below, together with the name, address and title of the principal officers of the corporation.

Name WILLIS J. WALSH, President-Treas.

10 Address 25 Colonial Ave., Forest Hills, Long Island, N. Y.

Name WILLIS J. WALSH, Jr., Vice Prest. & Secty,

Address 25 Colonial Ave., Forest Hills, Long Island, N. Y.

Name JNO. D. WALSH, INC..

Address 132 Fourth St., Long Island City, N. Y.

20 The party named above (of lawful age), as *Bidder*,
declares: That the only person or persons interested in this bid
or proposal as principal or principals is or are named above,
and that no other person than herein named has any interest
in this bid or in the contract proposed to be taken; *that* this bid
is made without any connection with any other person or persons
making a bid for the same work or purpose; *that* the bid is in all
respects fair and without collusion or fraud, and *that* no member
of the Board of Aldermen, no head of a department, no chief of a
bureau, deputy thereof or clerk therein, nor any other officer or
30 or indirectly, interested as contracting party, partner, stock-
holder, surety or otherwise in the performance of the contract,
or in the supplies, work or business to which it relates, or in any
portion of the profits thereof, *that* he has examined the form of
contract and specifications approved by the Corporation Counsel
and any plans therein referred to, and that he has visited the
site of the proposed work and has made himself familiar with
all the existing conditions: and he proposes and agrees, if his bid
40 be accepted, that he will contract in the form so approved, to
provide, furnish and deliver all necessary work, labor, services,
materials or supplies, machinery, tools, plant, and appliances,
and to perform and complete all the works mentioned in said
approved form of contract and specifications, and in strict
accordance with the terms and conditions thereof, and that he
will accept in full payment therefor the following named sums
or prices:

EXHIBIT C-242 (continued).

10 The Engineer's estimate of the quantities as advertised and the nature and extent of the work and materials or supplies required, though stated with as much accuracy as is practicable in advance, are APPROXIMATE only and are given to form a basis of comparison for testing bids and are not guaranteed to be accurate and are not considered as a binding feature of the contract. *Before bidding, Contractors must satisfy themselves by personal examination of the Plans, Specifications, Contract, and location of the proposed work,* and by such other means, as they may prefer, as to the accuracy of the foregoing statement, and they must determine for themselves, and allow for all difficulties which may be encountered in the prosecution of the work.

TYPE "A" OR SEWER DEPT. STANDARD

- 20 Reconstruction of manhole on 3'0" Sewer, complete, Three hundred seventy five and no/100 Dollars (\$375.00).
- 1 Junction Chamber at Inlet to Old Plant, complete, Three hundred and no/100 Dollars (\$300.00).
- 1 Junction Chamber on 3'3" Reinforced Concrete Sewer, complete, Seven hundred forty five and no/100 Dollars (\$745.00).
- 30 1 Entrance Chamber to Overflow Pipes in Stanley Ave. complete, Nine hundred eighty seven and no/100 Dollars (\$987.00).
- 1 Drop Chamber, complete, Nine thousand eight hundred five and no/100 Dollars (\$9805.00).
- 218 linear feet of 2'6" Reinforced Concrete Sewer, per linear foot, Twenty seven and no/100 Dollars (\$27.00).
- 40 112 linear feet of 3'0" Reinforced Concrete Sewer, per linear foot, Twenty eight and no/100 Dollars (\$28.00).
- 184 linear feet of 3'3" Reinforced Concrete Sewer, per linear foot, Thirty three and no/100 Dollars (\$33.00).
- 181 linear feet of 3'0" Reinforced Concrete Sewer, per linear foot, One hundred sixty six and no/100 Dollars (\$166.00).

EXHIBIT C-242 (continued).

- 1 Grit Chamber, including gates, building and appurtenances, complete as shown on plan, One hundred twenty nine thousand and no/100 Dollars (\$129,000.00).
- 10 1 Screen Plant and Pumping Station, including building, as shown on plan, complete, ready for operation (With Sanitation Disc Type Screen), One million three hundred ninety five thousand and no/100 Dollars (\$1,395,000.00).
Complete (With Cone Type Screens), or equal,
- 25500 cu. yds. of Cinder Fill, per cu. yd., Two and no/100 Dollars (\$2.00).
- 853 sq. yds. of Gravel Roadway (12" deep), per sq. yd., Three and no/100 Dollars (\$3.00).
- 20 1310 sq. yds. of Reinforced Concrete Pavement, per sq. yd., Eight and no/100 Dollars (\$8.00).
- 660 linear feet of 6" x 20" Blue Stone Curb, set in concrete, per linear foot, Two and no/100 Dollars (\$2.00).
- 1 Venturi Meter, Chamber and Appurtenances, as shown on plan, complete, nine thousand and no/100 Dollars (\$9,000.00).
- 30 47 linear feet 48" C. I. (Class "A" Pipe), Force Main, per linear foot, one hundred and no/100 Dollars (\$100.00).
- 300 linear foot 40" x 4'6" Brick Sewer, to be removed, per linear foot, Twenty and no/100 Dollars (\$20.00).
- 7 Chambers on Wool Stave Pipe, each, Six hundred fifty and no/100 Dollars (\$650.00).
- 40 3100 linear feet of Ditch, reconstructed, per linear foot, Four and no/100 Dollars (\$4.00).
- 1 Outlet, on Ditch, complete, Five hundred and no/100 Dollars (\$500.00).
- 1 Siphon under Doughty Creek, including up-stream and down-stream chamber, complete, Nine thousand and no/100 Dollars (\$9,000.00).

EXHIBIT C-242 (*continued*).

- 1 Chamber at 161st Ave. & 134th St., complete, Twelve hundred and no/100 Dollars (\$1,200.00).
- 1 Outlet on Wood Stave Pipe Sewer, including Tide Gate, complete, Three thousand and no/100 Dollars (\$3,000.00).
- 10 4415 linear feet of 43" Continuous Creosoted Wood Stave Pipe, per linear foot, thirty and no/100 Dollars (\$30.00).
- Seeding and Planting, Sum of Fifteen hundred and no/100 Dollars (\$1,500.00).
- 3 Timber Bridges and Foundations, complete, each, Sixteen hundred and no/100 Dollars (\$1,600.00).
- 20 1 Northern Engineering Works, or equal, Standard Type "L. E." Crane of 5,000 lbs. capacity, including all equipment and 1/2 cu. yd. clam shell bucket, as shown on plan, sum of Eleven thousand six hundred seventy five and no/100 Dollars \$11,675.00).
- 1500 cu. yds. Top Soil, per cu. yd., Three and no/100 Dollars (\$3.00).
- 1 Transition Section, complete, as shown on plan, Four hundred and no/100 Dollars (\$400.00).
- 30 1 Manhole on 8'0" Reinforced Concrete Sewer, complete, Twelve hundred and no/100 Dollars (\$1,200.00).

40 No bid will be allowed to be withdrawn, for any reason whatever, after it has been received and deposited with the President. The President expressly reserves the right to reject all bids if he shall deem it for the public interest so to do. No bid will be accepted from, nor contract awarded to, any person who is in arrears to The City of New York upon debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to The City of New York.

No bid or proposal will be received, considered and deposited unless, as a condition precedent to the reception or consideration of any proposal it be accompanied by either a certified check upon one of the State or National Banks of The City of

EXHIBIT C-242 (*continued*).

10 New York, drawn and made payable to the order of the Comptroller of The City of New York, or money to the amount of *five per centum* (5%) of the amount of the security or surety bond required for the faithful performance of the contract. Such check or money must not be inclosed in the sealed envelope containing the proposal, but must be either inclosed in a separate envelope addressed to the Borough President, or submitted personally upon the presentation of the bid or proposal and handed over to the officer or clerk of the Department who has charge of the proposal box, and who will give a proper voucher for the deposit, and no bid can be deposited in said box until such check or money has been examined by said officer or clerk and found to be correct. All such deposits, except that made by the bidder to whom the contract shall be awarded, will be returned to the person or persons making the same within three (3) days after the decision as to who shall receive the contract. If the bidder to whom the contract shall have been awarded shall refuse or neglect to execute the same within five days after due notice that the contract has been awarded to him, and that the adequacy and sufficiency of the surety offered has been approved by the Comptroller, the amount of the deposit made by him shall be forfeited to and retained by The City of New York as liquidated damages for such neglect or refusal but if he shall execute the contract and furnish the said security within the time aforesaid, the amount of the deposit shall be returned to him.

30 NOTE.—*Each and every person bidding and named above must sign here.* In the case of a firm, Each and every person bidding give the name of each and every partner in full. must sign here.

40 In case a bid shall be submitted by or in behalf of a corporation, it must be signed in the full legal name of such corporation by some authorized officer or agent thereof, who shall subscribe his name and office. If practicable, the seal of the corporation must be affixed.

Jno. D. Walsh, Inc. [L. S.]
By Willis J. Walsh, [L. S.]
President-Treasurer [L. S.]

EXHIBIT C-242 (continued).

The following affidavit must be similarly signed and sworn to:

10 THE CITY AND STATE OF NEW YORK, ss.:
COUNTY OF QUEENS

The above-named bidder (s), being severally duly sworn, say, each for himself, that the several matters stated in the above bid are in all respects true.

Signature (s) of bidder (s).

20 Subscribed and sworn to before me, this 7th day of May, 1925.

Jno. D. Walsh, Inc.,
By Willis J. Walsh,
President-Treasurer

.....

Notary Public, Nassau County, N. Y.
Certificate filed in Queens County, N. Y.

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EXHIBIT C-243.

EXHIBIT C-243

(*Bid sheet, Horstman Avenue, May 7, 1925*).

10

T Y P E "B"

No. 1

THE CITY OF NEW YORK

Office of the

20

PRESIDENT OF THE BOROUGH OF QUEENS

BUREAU OF SEWERS

30

Sealed Bids or Proposals for the herein named work will be received at the office of the President of the Borough of Queens, on the 4th Floor of the Queens Subway Building, 68 Hunterspoint Avenue, Long Island City, Borough of Queens, in The City of New York, until 11 o'clock a. m.

ON MAY 7th, 1925

40

The time allowed for the completion of the work and the full performance of the contract is 250 CONSECUTIVE WORKING DAYS.

The liquidated damages for each day in excess of the allowed time, as stipulated in the contract, is *fifty dollars per day*.

The amount of SECURITY or surety bond required will be (\$425,000.00).

EXHIBIT C-243 (*continued*).

NOTE. — All bids must be submitted upon the proper blank form of bid and in the sealed envelope prepared and furnished by the Borough President, and must be made out as required. Any bid which fails to name the price, both *in writing* and *in figures* per unit of measurement for each and every item of the proposed work where quantities are given, or is incomplete, conditional, obscure, or irregular, may be held to be informal and must be rejected, and in case of any discrepancy between the price written in and the bid and that given in figures, the price in writing will be considered as the bid. The writing must be in ink.

BID OR ESTIMATE

20 For the construction of a temporary sanitary outlet sewer through an easement to be acquired in the line of HORSTMAN AVENUE from Bergen Basin (Bergens Creek) to Nebraska Avenue; in HORSTMAN AVENUE from Nebraska Avenue to Baker Avenue; in BAKER AVENUE from Horstman Avenue to a point about 260'0" N. of 160th Ave., and in the property of the City of New York, in a general northerly direction from Baker Ave. (134th St.) at a point 260'0" N. of 160th Ave. to a point in the property of the City of New York about 180'0" S. of 150th (Stanley) Ave., and for the construction of a fine screening and pumping plant with force main in the property of the City of New York and for the construction of a sewer and appurtenances in 150th (Stanley) Ave. from 133rd St. (Nebraska Ave.) to 132nd St. (Atfield Ave.) and in 132nd St. (Atfield Ave.) from 150th (Stanley) Ave. to a point about 180'0" north of 150th (Stanley) Ave. and in 150th (Stanley) Ave. from 133rd St. (Nebraska Ave.) to 134th St. (Baker Ave.), Fourth Ward, Borough of Queens.

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40 Made by the firm or corporation of Awixa Corporation
Address Islip, N. Y.

NAME AND ADDRESS OF EACH AND EVERY MEMBER
OF THE FIRM OR PRINCIPAL OFFICERS
OF THE CORPORATION.

NOTE.—The *bidder's name and residence or address* must be inserted herebelow, and in case of a firm, *the name and address of each and every member of the firm* must be inserted.

EXHIBIT C-243 (*continued*).

In case a bid shall be submitted by or in behalf of any corporation, the complete legal name and address of such *corporation* must be written here below, together with the name, address and title of the principal officers of the corporation.

10 Name Awixa Corporation

Address Islip, N. Y.

Name Claire D. Schlemmer, Pres.

Address Islip, N. Y.

Name James F. Richardson, V. Pres. & Treas.

Address Islip, N. Y.

20 Name B. E. Richardson, Sec.

Address Islip, N. Y.

30 The party named above (of lawful age), as *Bidder*, declares: That the only person or persons interested in this bid or proposal as principal or principals is or are named above, and that no other person than herein named has any interest in this bid or in the contract proposed to be taken; that this bid is made without any connection with any other person or persons making a bid for the same work or purpose; that the bid is in all respects fair and without collusion or fraud, and that no member of the Board of Aldermen, no head of a department, no chief of a bureau, deputy thereof or clerk therein, nor any other officer or employee of The City of New York, is, shall be or become, directly or indirectly, interested as contracting party, partner, stockholder, surety or otherwise in the performance of the contract, or in the supplies, work or business to which it relates, or in any portion of the profits thereof, that he has examined the form of contract and specifications approved by the Corporation Counsel and any plans therein referred to, and that he has visited the site of the proposed work and has made himself familiar with all the existing conditions; and he proposes and agrees, if his bid be accepted, that he will contract in the form so approved, to provide, furnish and deliver all necessary work, labor, services, materials or supplies, machinery, tools, plant, and appliances, and to perform and complete all the works mentioned in said

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EXHIBIT C-243 (continued).

approved form of contract and specifications, and in strict accordance with the terms and conditions thereof, and that he will accept in full payment therefor the following named sums or prices:

- 10 The Engineer's estimate of the quantities as advertised and the nature and extent of the work and materials or supplies required, though stated with as much accuracy as is practicable in advance, are APPROXIMATE only and are given to form a basis of comparison for testing bids and are not guaranteed to be accurate and are not considered as a binding feature of the contract. *Before bidding, Contractors must satisfy themselves by personal examination of the Plans, Specifications, Contract, and location of the proposed work,* and by such other means, as they may prefer, as to the accuracy of the foregoing statement, and
20 they must determine for themselves, and allow for all difficulties which may be encountered in the prosecution of the work.

T Y P E "B"

- Reconstruction of manhole on 3'0" sewer, complete, One thousand Dollars (\$1,000.00).
- 30 1 Junction Chamber at Inlet to Old Plant, complete, Fifteen Dollars (\$1,500.00).
- 1 Junction Chamber on 3'3" Reinforced Concrete Pipe Sewer, Precast Type B, complete, Fifteen hundred Dollars (\$1,500.00).
- 1 Entrance Chamber to Overflow Pipes in Stanley Avenue, complete, Two thousand Dollars (\$2,000.00).
- 40 1 Drop Chamber, complete, Fifteen thousand Dollars (\$15,000.00).
- 218 linear feet of 2'6" Reinforced Concrete Pipe Sewer, Precast Type B, per linear foot, Twenty Dollars (\$20.00).
- 112 linear feet of 3'0" Reinforced concrete pipe Sewer, Precast Type B, per linear foot, Forty Dollars (\$40.00).

EXHIBIT C-243 (continued).

- 184 linear feet 3'3" Reinforced Concrete Pipe Sewer, Precast Type B, per linear foot, Forty-five Dollars (\$45.00).
- 181 linear feet of 8'0" Reinforced Concrete Pipe Sewer, Precast
• Type B, per linear foot, One hundred sixty-five Dollars (\$165.00).
- 10 1 Grit Chamber, including gates, building and appurtenances, as shown on plan, complete, One hundred thousand Dollars (\$100,000.00).
- 1 Screen Plant and Pumping Station, including building, as shown on plan, complete, ready for operation (With Sanitation Disc Tyne Screens). Sum of One million nintey seven thousand Dollars (\$1,097,000.00).
- 20 Complete (with Cone Type Screens or equal, sum of
25500 cu. yds. of Cinder Fill, per cu. yd., Three Dollars (\$3.00).
853 sq. vds. of Gravel Roadway (12" deep) per sq. yd., Two Dollars (\$2.00).
1310 sq. vds. of Reinforced Concrete Pavement, per sq. yd., Three Dollars (\$3.00).
- 30 660 linear feet of 6" x 20" Blue Stone Curb, set in concrete, per linear foot, Two Dollars (\$2.00).
- 1 Venturi Meter, Chamber and appurtenances, complete as shown on plan, Fifteen thousand Dollars (\$15,000.00).
- 47 linear feet of 48" C. I. (Class "A") pipe, force main, per linear foot, Seventy-five Dollars (\$75.00).
- 40 300 linear feet of 6'0" x 4'6" Brick Sewer to be removed, per linear foot, Forty Dollars (\$40.00).
- 7 Chambers on Wood Stave Pipe, each, Fifteen hundred Dollars (\$1,500.00).
- 3100 linear feet of Ditch Reconstructed, per linear foot, sixteen Dollars (\$16.00).

EXHIBIT C-243 (continued).

- 1 Outlet on Ditch, complete, Forty-five hundred Dollars (\$4,500).
- 1 Siphon under Doughty Creek including up-stream and down-stream chambers, complete, Thirty-three thousand Dollars (\$33,000.00).
- 10 1 Chamber at 161st Avenue and 134th Street, complete, Four hundred Dollars (\$4,000.00).
- 1 Outlet on Wood Stave Pipe Sewer, including Tide Gate, complete, Four thousand Dollars (\$4,000.00).
- 4416 linear feet of 4'3" Continuous Creosoted Wood Stave Pipe, per linear foot, Forty Dollars (\$40.00).
- 20 Seeding and Planting, sum of Two thousand Dollars (\$2,000.00).
- 1 Northern Engineering Works, or equal, Standard Type "L. E." Crane of 5,000 lbs. capacity, including all equipment and 1/2 cu. yd. Clam Sheel bucket, as shown on plan, Eight thousand Dollars (\$8,000.00).
- 1500 cu. yds. Top Soil, per cu. yd., Two Dollars (\$2.00).
- 30 1 Transition Section Complete, as shown on plan, complete, One thousand Dollars (\$1,000.00).
- 1 Manhole on 8'0" Reinforced Concrete Pipe Sewer, Precast Type "B", One thousand Dollars (\$1,000.00).

40 No bid will be allowed to be withdrawn, for any reason whatever, after it has been received and deposited with the President. The President expressly reserves the right to reject all bids if he shall deem it for the public interest so to do. No bid will be accepted from, nor contract awarded to, any person who is in arrears to The City of New York upon debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to The City of New York.

No bid or proposal will be received, considered and deposited unless, as a condition precedent to the reception or consideration of any proposal it be accompanied by either a certified check upon one of the State or National Banks of The City of

EXHIBIT C-243 (*continued*).

10 New York, drawn and made payable to the order of the Comptroller of The City of New York, or money to the amount of *five per centum* (5%) of the amount of the security or surety bond required for the faithful performance of the contract. Such check or money must not be inclosed in the sealed envelope containing the proposal, but must be either inclosed in a separate envelope addressed to the Borough President, or submitted personally upon the presentation of the bid or proposal and handed over to the officer or clerk of the Department who has charge of the proposal box, and who will give a proper voucher for the deposit, and no bid can be deposited in said box until such check or money has been examined by said officer or clerk and found to be correct. All such deposits, except that made by the bidder to whom the contract shall be awarded, will be returned to the person or persons making the same within three (3) days after the decision as to who shall receive the contract. If the bidder to whom the contract shall have been awarded shall refuse or neglect to execute the same within five days after due notice that the contract has been awarded to him, and that the adequacy and sufficiency of the surety offered has been approved by the Comptroller, the amount of the deposit made by him shall be forfeited to and retained by The City of New York as liquidated damages for such neglect or refusal; but if he shall execute the contract and furnish the said security within the time aforesaid, the amount of the deposit shall be returned to him.

30 NOTE.—*Each and every person bidding and named above must sign here.* In the case of a firm, give the name of each and every partner in full. Each and every person bidding must sign here.

40 In case a bid shall be submitted by or in behalf of a corporation, it must be signed in the full legal name of such corporation by some authorized officer or agent thereof, who shall subscribe his name and office. If practicable, the seal of the corporation must be affixed.

Awixa Corporation [L. S.]

Claire D. Schlemmer [L. S.]
President [L. S.]

EXHIBIT C-243 (continued).

The following affidavit must be similarly signed and sworn to:

10 THE CITY AND STATE OF NEW YORK, ss.:
COUNTY OF QUEENS

The above-named bidder (s), being severally duly sworn, say, each for himself, that the several matters stated in the above bid are in all respects true.

Signature (s) of Bidder (s).

Subscribed and sworn to before me, this 7th day of May, 1925.

Claire D. Schlemmer
President

20

.....

Notary Public, Queens County, No. 148

30

40

EXHIBIT C-195

EXHIBIT C-195.

(Summary of proposal, Horstman Avenue, May 7, 1925).

President of the Borough of Queens—Bureau of Sewers
SUMMARY OF PROPOSALS

1395-12 Lowest Bidder	WELCH PROS. CONTRACTING COMPANY, Inc. Contract Awarded to	Date
For the construction of a temporary sanitary outlet sewer through an easement to be acquired in the line of HORSTMAN AVENUE from Bergen Basin (Bergen Creek) to Hebranka Avenue; in HORSTMAN AVENUE from Hebranka Avenue to Baker Avenue; in BAKER AVENUE from Horstman Ave. to a point about 800' E. of 150th Ave. and in the property of the City of New York, in a westerly direction from Baker Ave. (154th St.) at a point 800' E. of 150th Ave. to a point in the property of the City of New York about 180' E. of 150th (Stanley) Ave., and for the construction of a line connecting and pumping plant with force main in the property of the City of New York and for the construction of sewer and appurtenances in 150th (Stanley) Ave. from 153rd St. (Hebranka Ave.) to 182nd St. (Pittfield Ave.) and in 182nd (Pittfield Ave.) from 150th (Stanley) Ave. to a point about 180' E. of 150th (Stanley) Ave. and in 150th (Stanley) Ave. from 153rd St. (Hebranka Ave.) to 154th St. (Hubert) Ave. Fourth Ward, Borough of Queens.		
Bid opened on MAY 7TH, 1925 Surveys \$ 436,000.00 Deposit \$ 21,250.00 Engineer's Estimate \$ 829,545.00	Construction of Sewer 1. Installation of Manhole on 8'0" Sewer 2. Manhole Chamber at Inlet to Old Plant 3. Entrance Chamber on 8'0" Reinforced Concrete 4. Manhole Chamber on 8'0" Reinforced Concrete 5. Drop Chamber 6. 12" 11/2" 8'0" 8'0" Reinforced Concrete 7. 12" 11/2" 8'0" 8'0" Reinforced Concrete 8. 12" 11/2" 8'0" 8'0" Reinforced Concrete 9. 12" 11/2" 8'0" 8'0" Reinforced Concrete 10. 12" 11/2" 8'0" 8'0" Reinforced Concrete 11. 12" 11/2" 8'0" 8'0" Reinforced Concrete 12. 12" 11/2" 8'0" 8'0" Reinforced Concrete 13. 12" 11/2" 8'0" 8'0" Reinforced Concrete 14. 12" 11/2" 8'0" 8'0" Reinforced Concrete 15. 12" 11/2" 8'0" 8'0" Reinforced Concrete 16. 12" 11/2" 8'0" 8'0" Reinforced Concrete 17. 12" 11/2" 8'0" 8'0" Reinforced Concrete 18. 12" 11/2" 8'0" 8'0" Reinforced Concrete 19. 12" 11/2" 8'0" 8'0" Reinforced Concrete 20. 12" 11/2" 8'0" 8'0" Reinforced Concrete 21. 12" 11/2" 8'0" 8'0" Reinforced Concrete 22. 12" 11/2" 8'0" 8'0" Reinforced Concrete 23. 12" 11/2" 8'0" 8'0" Reinforced Concrete 24. 12" 11/2" 8'0" 8'0" Reinforced Concrete 25. 12" 11/2" 8'0" 8'0" Reinforced Concrete 26. 12" 11/2" 8'0" 8'0" Reinforced Concrete 27. 12" 11/2" 8'0" 8'0" Reinforced Concrete 28. 12" 11/2" 8'0" 8'0" Reinforced Concrete 29. 12" 11/2" 8'0" 8'0" Reinforced Concrete 30. 12" 11/2" 8'0" 8'0" Reinforced Concrete 31. 12" 11/2" 8'0" 8'0" Reinforced Concrete 32. 12" 11/2" 8'0" 8'0" Reinforced Concrete 33. 12" 11/2" 8'0" 8'0" Reinforced Concrete 34. 12" 11/2" 8'0" 8'0" Reinforced Concrete 35. 12" 11/2" 8'0" 8'0" Reinforced Concrete 36. 12" 11/2" 8'0" 8'0" Reinforced Concrete 37. 12" 11/2" 8'0" 8'0" Reinforced Concrete 38. 12" 11/2" 8'0" 8'0" Reinforced Concrete 39. 12" 11/2" 8'0" 8'0" Reinforced Concrete 40. 12" 11/2" 8'0" 8'0" Reinforced Concrete 41. 12" 11/2" 8'0" 8'0" Reinforced Concrete 42. 12" 11/2" 8'0" 8'0" Reinforced Concrete 43. 12" 11/2" 8'0" 8'0" Reinforced Concrete 44. 12" 11/2" 8'0" 8'0" Reinforced Concrete 45. 12" 11/2" 8'0" 8'0" Reinforced Concrete 46. 12" 11/2" 8'0" 8'0" Reinforced Concrete 47. 12" 11/2" 8'0" 8'0" Reinforced Concrete 48. 12" 11/2" 8'0" 8'0" Reinforced Concrete 49. 12" 11/2" 8'0" 8'0" Reinforced Concrete 50. 12" 11/2" 8'0" 8'0" Reinforced Concrete 51. 12" 11/2" 8'0" 8'0" Reinforced Concrete 52. 12" 11/2" 8'0" 8'0" Reinforced Concrete 53. 12" 11/2" 8'0" 8'0" Reinforced Concrete 54. 12" 11/2" 8'0" 8'0" Reinforced Concrete 55. 12" 11/2" 8'0" 8'0" Reinforced Concrete 56. 12" 11/2" 8'0" 8'0" Reinforced Concrete 57. 12" 11/2" 8'0" 8'0" Reinforced Concrete 58. 12" 11/2" 8'0" 8'0" Reinforced Concrete 59. 12" 11/2" 8'0" 8'0" Reinforced Concrete 60. 12" 11/2" 8'0" 8'0" Reinforced Concrete 61. 12" 11/2" 8'0" 8'0" Reinforced Concrete 62. 12" 11/2" 8'0" 8'0" Reinforced Concrete 63. 12" 11/2" 8'0" 8'0" Reinforced Concrete 64. 12" 11/2" 8'0" 8'0" Reinforced Concrete 65. 12" 11/2" 8'0" 8'0" Reinforced Concrete 66. 12" 11/2" 8'0" 8'0" Reinforced Concrete 67. 12" 11/2" 8'0" 8'0" Reinforced Concrete 68. 12" 11/2" 8'0" 8'0" Reinforced Concrete 69. 12" 11/2" 8'0" 8'0" Reinforced Concrete 70. 12" 11/2" 8'0" 8'0" Reinforced Concrete 71. 12" 11/2" 8'0" 8'0" Reinforced Concrete 72. 12" 11/2" 8'0" 8'0" Reinforced Concrete 73. 12" 11/2" 8'0" 8'0" Reinforced Concrete 74. 12" 11/2" 8'0" 8'0" Reinforced Concrete 75. 12" 11/2" 8'0" 8'0" Reinforced Concrete 76. 12" 11/2" 8'0" 8'0" Reinforced Concrete 77. 12" 11/2" 8'0" 8'0" Reinforced Concrete 78. 12" 11/2" 8'0" 8'0" Reinforced Concrete 79. 12" 11/2" 8'0" 8'0" Reinforced Concrete 80. 12" 11/2" 8'0" 8'0" Reinforced Concrete 81. 12" 11/2" 8'0" 8'0" Reinforced Concrete 82. 12" 11/2" 8'0" 8'0" Reinforced Concrete 83. 12" 11/2" 8'0" 8'0" Reinforced Concrete 84. 12" 11/2" 8'0" 8'0" Reinforced Concrete 85. 12" 11/2" 8'0" 8'0" Reinforced Concrete 86. 12" 11/2" 8'0" 8'0" Reinforced Concrete 87. 12" 11/2" 8'0" 8'0" Reinforced Concrete 88. 12" 11/2" 8'0" 8'0" Reinforced Concrete 89. 12" 11/2" 8'0" 8'0" Reinforced Concrete 90. 12" 11/2" 8'0" 8'0" Reinforced Concrete 91. 12" 11/2" 8'0" 8'0" Reinforced Concrete 92. 12" 11/2" 8'0" 8'0" Reinforced Concrete 93. 12" 11/2" 8'0" 8'0" Reinforced Concrete 94. 12" 11/2" 8'0" 8'0" Reinforced Concrete 95. 12" 11/2" 8'0" 8'0" Reinforced Concrete 96. 12" 11/2" 8'0" 8'0" Reinforced Concrete 97. 12" 11/2" 8'0" 8'0" Reinforced Concrete 98. 12" 11/2" 8'0" 8'0" Reinforced Concrete 99. 12" 11/2" 8'0" 8'0" Reinforced Concrete 100. 12" 11/2" 8'0" 8'0" Reinforced Concrete	Time Allowed No. of Working Days 180

BIDDER	TOTAL AMOUNT	UNIT PRICES										UNIT PRICES										REMARKS										
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20											
• Welch Pros. Cont. Co. Inc. Bid 1,651,231.40 • Aviza Corporation Bid 1,651,231.40 • Aviza Corporation Bid 1,697,166.00 • K. Guard to lowest bidder subject to the approval of Clifford B. ... • ... Offered Clifford B. ...	1,651,231.40 1,651,231.40 1,697,166.00	1840	1300	1600	1900	1840	16.60	83.60	86.	180	10800	104750	8.80	2.	8.50	2.04	11200	68.60	84.40	1600	15.10	8960	29600	2360	4440	44	2160	8650	9500	1.80	1600	1800

EXHIBIT C-43.

EXHIBIT C-43

(Letter of Commissioner of Public Works, to Hammen Construction Company, May 22, 1925).

10

CITY OF NEW YORK

Office of

THE PRESIDENT OF THE BOROUGH OF QUEENS

Maurice E. Connolly
President

20

Bernard M. Patten
Secretary to President

Long Island City, May 22, 1925.

The Hammen Construction Company
279 Madison Avenue
Perth Amboy, N. J.

30

Gentlemen:

On April 7, 1925 an order was mailed to you to begin work for the construction of the second section of the sewer to be constructed in 150th Avenue from the pumping station at 134th Street to Judith Street, etc.

40

Sufficient progress has not been made in connection with this contract, and I wish to see you on the morning of May 27 in connection with this work. Please bring with you at that time any orders that you have placed for equipment or material as I would like to know what effort you have made to carry on this work.

Yours very truly,

MICHAEL J. SHUGRUE,

Commissioner of Public Works.

JFP/I

EXHIBIT C-161.

EXHIBIT C-161

(Contract No. 75044 Welsh Bros., Horstman Avenue,
June 1st, 1925).

10 THE CITY OF NEW YORK — DEPARTMENT OF FINANCE
Office of the Comptroller

CONTRACT SUMMARY

Contractor WELSH BROS. CONT. CO. No. 75044

Names of sureties U. S. Fidelity & Guaranty Co.

20 Globe Indemnity Co.

Maryland Casualty Co.

Eagle Indemnity Co.

Amount of bond \$425,000.00

Date of award May 13/25 Department Pres. Queens.

Date of contract June 1/25 Borough Queens.

30 Date paid in full 8/10/27

DESCRIPTION OF WORK

40 For the construction of a temporary sanitary outlet sewer through an easement to be acquired in the line of Horstman Ave. from Bergen Basin (Bergens Creek) to Nebraska Ave; in Horstman Avenue from Nebraska Ave. to Baker Ave; in Baker Ave. from Horstman Ave. to a point about 260'0" N. of 160th Ave. and in the property of the City of New York in a general northerly direction from Baker Ave. (134th St.) at a point 260'0" N. of 160th Ave. to a point in the property of the City of New York about 180'0" S. of 150th (Stanley) Ave. and for the construction of a fine screening and pumping plant with force main in the property of the City of New York and for the construction of a sewer and appurtenances in 150th (Stanley) Ave. from 133rd St. (Nebraska Ave.) to 132nd St. (Atfield Ave.) and in 132d St.

EXHIBIT C-161 (continued).

(Atfield Ave.) from 150th (Stanley) Ave. to a point about 180'0" north of 150th (Stanley) Ave. and in 150th (Stanley) Ave. from 133d St. (Nebraska Ave.) to 134th St. (Baker Ave.), 4th Ward, Borough of Queens.

T Y P E "B"

10	Original Estimate	\$1,651,231.40
	A. E.	28,948.13
		1,680,179.53
	R. E.	775.00
		1,679,404.53
		3,500.00
20		1,675,904.53

ACCOUNTS TO BE CHARGED

C. F. M. 25

This obligation on this surety bond ceases as to anything occurring after October 20th, 1927.

30 If the conditions of the contract have been complied with the retained percentage (if any) is due on or after October 20th, 1927.

GEORGE W. MORTAR,
Examiner.

.....
40
.....

EXHIBIT C-161 (*continued*).

LIENS AND ASSIGNMENTS

7/10/25 Assignment filed Awixa Corp. Contract

CONTRACT #75044

10

AWIXA CORPORATION

PAYMENTS

Date Amount

Corporate Stock retained date

8/3/27 249700

IN FULL

20

E. J. S.

RESOLUTION

30

BOARD OF ESTIMATE AND APPORTIONMENT

CITY OF NEW YORK

(Cal. No. 197)

40

WHEREAS, The President of the Borough of Queens has transmitted to the Board of Estimate and Apportionment a copy of a resolution of the Local Board of the Jamaica District, duly adopted by said Board on the 1st day of May, 1924, and approved by the Acting President of the Borough of Queens on the 5th day of May, 1924, as follows, to wit:

“RESOLVED, That this Board does hereby initiate proceedings for the said local improvement to wit:

“For the construction of a sanitary outlet sewer through an easement to be acquired in the line of Horstman avenue from Bergen Basin (Bergen Creek) to Nebraska avenue; in Horstman avenue from Nebraska avenue to Baker avenue; in Baker

EXHIBIT C-161 (*continued*).

avenue from Horstman avenue to a point about 260 feet north of 160th avenue, in the property of The City of New York in a northerly direction from Baker avenue (134th street) at a point 260 feet north of 160th avenue to existing Jamaica Disposal Plant at 133d street and Stanley avenue. For the remodeling of Jamaica Disposal Plant, as provided for on adopted drainage plan. For construction of a temporary fine screening plant and pumping chamber in Stanley avenue at Baker avenue (134th street) with temporary force main in Stanley avenue from pumping chamber to 133d street, Fourth Ward, Borough of Queens.—and which resolution is accompanied with an approximate estimate of the cost of the work and the assessed value of the property benefited.

10
20
RESOLVED, That the Board of Estimate and Apportionment hereby authorizes the President of the Borough of Queens to prepare plans, specifications and an estimate of cost based on actual survey, and also to secure a determination of the boundary of the district of assessment; the entire expense of the work done subsequent to the date of this authorization to be charged against the Street Improvement Fund and later included in the assessment.

30
40
RESOLVED, That the Board of Estimate and Apportionment will consider the authorization of the construction of the said proposed improvement after the President of the Borough of Queens has submitted a statement showing that all of the above described work has been done, that he has secured the approval of the form of contract by the Corporation Counsel, that he is prepared to place the improvement under contract as soon as he receives the consent of the Board, and that the assessment map will be completed on or before the date of payment on acceptance; this report being accompanied by a further statement showing the quantity of work to be performed under each item and the unit price thereof, the expense incurred for preliminary work, the allowance to be made for additional engineering and contingencies, the total probable cost, and the number of working days to be allowed the contractor for carrying out the work.

A true copy of a resolution adopted by the Board of Estimate and Apportionment.

JUNE 27th, 1924.

.....
Secretary.

EXHIBIT C-161 (*continued*).

CITY OF NEW YORK

Office of the

COMMISSIONER OF PUBLIC WORKS

of the

BOROUGH OF QUEENS

10

Michael J Shugrue
Commissioner

W. Augustus Shipley
Asst. Commissioner

Long Island City, June 3, 1925.

Honorable Charles L. Craig,
Comptroller City of New York.

20

Sir:

I beg to transmit herewith, for registration in the Department of Finance, the following described contract:

30 For the construction of a temporary sanitary outlet sewer through an easement to be acquired in the line of HORSTMAN AVENUE from Bergen Basin (Bergens Creek) to Nebraska avenue to Baker Avenue, in Baker Avenue from Horstman Avenue to a point about 260'0" North of 160th Avenue, and in the property of the City of New York, in a general northerly direction from Baker Avenue (134th Street) at a point 260'0" North of 160th Avenue to a point in the property of the City of New York about 180'0" south of 150th (Stanley) Avenue and for the construction of a fine screening and pumping plant with force main in the property of the City of New York, and for the construction of a sewer and appurtenances in 150th (Stanley) Avenue from 133rd Street (Nebraska Avenue) to 132d Street (Atfield Avenue) and in 132d Street (Atfield Avenue) from 150th
40 (Stanley) Avenue to a point about 180'0" North of 150th (Stanley) Avenue, and in 150th (Stanley) Avenue from 133rd Street (Nebraska Avenue) to 134th Street (Baker Avenue), Fourth Ward, Borough of Queens.

Very truly yours,

MICHAEL J. SHUGRUE,

Acting President, Borough of Queens,
Commissioner of Public Works.

Enclosure
MJS-R-L

EXHIBIT C-161 (*continued*).

RESOLUTION

BOARD OF ESTIMATE AND APPORTIONMENT

CITY OF NEW YORK

10

Cal No 18-B)

A copy of a resolution of the Local Board of the Jamaica District, duly adopted by said Board on the 13th day of April, 1925, and approved by the Acting President of the Borough of Queens on the 13th day of April, 1925, having been transmitted to the Board of Estimate and Apportionment, initiating proceedings for the following local improvement, to wit:

20 “For the construction of a temporary sanitary outlet
sewer through an easement to be acquired in the line of Horstman
avenue from Bergen Basin (Bergen’s Creek) to Nebraska
avenue; in Horstman avenue from Nebraska avenue to Baker
avenue; in Baker avenue from Horstman avenue to a point about
260 feet north of 160th avenue; and in the property of The City
of New York in a general northerly direction from Baker avenue
(134th street) at a point 260 feet north of 160th avenue to a
point in the property of The City of New York about 180 feet
south of 150th (Stanley) avenue; and for the construction of a
30 fine screening and pumping plant with force main in the prop-
erty of The City of New York; and for the construction of a
sewer and appurtenances in 150th (Stanley) avenue from 133d
street (Nebraska avenue) to 132d street (Atfield avenue); 132d
street (Atfield avenue) from 150th (Stanley) avenue to a point
about 180 feet north of 150th (Stanley) avenue; and in 150th
(Stanley) avenue from 133d street (Nebraska avenue) to 134th
street (Baker avenue), Fourth Ward, Borough of Queens.”

40 —and thereupon, on the 27th day of June, 1924, and the 24th
day of April, 1925, resolutions having been adopted by the Board
of Estimate and Apportionment authorizing the President of the
Borough of Queens to prepare the necessary plans, specifications
and an estimate of the cost of the proposed improvement based
on actual survey and further resolving that the Board of Estimate
and Apportionment would consider the authorization of the
construction of the proposed improvement after the President of
the Borough of Queens had submitted certain statements as

EXHIBIT C-161 (*continued*).

provided in the said resolutions, and the said resolutions having been duly complied with by the President of the Borough of Queens, as appears by papers and documents on the files of the Board of Estimate and Apportionment, and there having been presented to the Board of Estimate and Apportionment an estimate and Apportionment would consider the authorization of the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of \$922,300; and a statement of the assessed value according to the last preceding tax roll of the real estate included within the probable area of assessment, to wit, the sum of \$151,181,375, having also been presented; it is

Resolved, That the said resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by the City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvement.

The construction of this temporary sanitary outlet sewer has become necessary for the purpose of preventing damage to property, or to abate a nuisance, and it is impracticable to proceed immediately to the construction of the same in accordance with any plan already adopted.

A true copy of resolution adopted by the Board of Estimate and Apportionment, APRIL 24, 1925.

JAMES MATTHEWS,

Assistant Secretary.

EXHIBIT C-161 (*continued*).

Office of the
COMMISSIONER OF PUBLIC WORKS
of the
BOROUGH OF QUEENS

10

Michael J. Shugrue
Ast. Commissioner

W. Augustus Shipley
Commissioner

Long Island City, June 8, 1925.

Honorable Charles L. Craig,

20 Comptroller City of New York.

Dear Sir:

Referring to Contract No. 75,044

30 For the construction of a temporary sanitary outlet sewer through an easement to be acquired in the line of HORSTMAN AVENUE from Bergen Basin (Bergens Creek) to Nebraska Avenue; in HORSTMAN AVENUE from Nebraska Avenue to Baker Avenue; in BAKER AVENUE from Horstman Avenue to a point about 260'0" N. of 160th Avenue, and in the property of the City of New York, in a general northerly direction from Baker Avenue (134th Street) at a point 260'0" N. of 160th Avenue to a point in the property of the City of New York about 180'0" S. of 150th (Stanley) Avenue, and for the construction of a fine screening and pumping plant with force main in the property of the City of New York and for the construction of a
40 sewer and appurtenances in 150th (Sanley) Avenue from 133rd Street (Nebraska Avenue) to 132nd Street (Atfield Avenue) and in 132nd Street (Atfield Avenue) from 150th (Stanley) Avenue to a point about 180'0" north of 150th (Stanley) Avenue and in 150th (Stanley) Avenue from 133rd Street (Nebraska Avenue) to 134th (Baker Avenue) Street, Fourth Ward, Borough of Queens.

EXHIBIT C-161 (*continued*).

I beg to inform you that the Contractor, Welsh Brothers Constructing Company, Incorporated, 14 Queens Street, Long Island City, has been ordered to commence the work embraced in said contract within seven days after the service, by mail or otherwise of the notice irrespective of the date of same.

10

Very truly yours,

MICHAEL J. SHUGRUE,

MJS-R-MFL

Acting President Borough of Queens.

20

AGREEMENT entered into this 26th day of October, 1925, between THE CITY OF NEW YORK, by the President of the Borough of Queens, hereinafter referred to as "The City" and AWIXA CORPORATION having its principal office at Islip, L. I., hereinafter referred to as "Contractor", witnesseth:

30

WHEREAS, a contract in writing dated June 1, 1925, was entered into between The City and Welsh Bros, Contracting Co., Inc.

40

"For the construction of a temporary sanitary outlet sewer through an easement to be acquired in the line of HORSTMAN AVENUE from Bergen Basin (Bergens Creek) to Nebraska Avenue to Baker Avenue; in BAKER AVENUE from Horstman Ave. to a point about 250'0" N. of 160th Ave., and in the property of the City of New York, in a general northerly direction from Baker Ave. (134th St.) at a point 260'0" N. of 160th Ave. to a point in the property of the City of New York about 180'0" S. of 150th (Stanley) Ave., and for the construction of a fine screening and pumping plant with force main in the property of the City of New York and for the construction of a sewer and appurtenances in 150th (Stanley) Ave. from 133rd St. (Nebraska Ave.) to 132nd St. (Atfield Ave.) and in 132nd St. (Atfield Ave.) from 150th (Stanley) Ave. to a point about 180'0" north of 150th (Stanley) Ave. and in 150th (Stanley) Ave. from 133rd St. (Nebraska Ave.) to 134th St. (Baker Ave.), Fourth Ward, Borough of Queens."

EXHIBIT C-161 (*continued*).

and

WHEREAS, said Welsh Bros Contracting Co., Inc. has assigned all its right, title and interest in said contract to said Awixa Corporation which has assumed all of the obligations of said Welsh Bros Contracting Co., Inc. under said contract, and

10 WHEREAS, the parties hereto deem it to their interest to substitute plan dated June 29, 1925 showing land to be acquired, layout and general method of treatment (present and future) for the present sanitary sewage of the entire Fourth Ward, Borough of Queens, signed by James Rice, Engineer in charge of engineering construction, in place of the plan dated March 16th, 1925.

20 It is hereby agreed between the parties hereto that the aforesaid substitution of plan be and hereby is made and that the work be laid out and constructed according to the substituted plan, and the contractor agrees to make no claims against the City by reason of said change and substitution.

This agreement shall not become effective unless and until the United States Fidelity and Guaranty Company, the Maryland Casualty Company, the Globe Indemnity Company and the Eagle Indemnity Company, execute the annexed consent and agreement.

30

THE CITY OF NEW YORK.

By MAURICE E. CONNOLLY.

President, Borough of Queens.

AWIXA CORPORATION,

40

By CLAIRE D. SCHLEMMER,

President.

EXHIBIT C-161 (*continued*).

THE CITY AND STATE OF NEW YORK, ss.:
COUNTY OF QUEENS.

10 On this 26th day of October, 1925, before me personally came MAURICE E. CONNOLLY, to me known and known to me to be the President of the Borough of Queens, of The City of New York, the person described as such in and who as such executed the foregoing instrument, and he acknowledged to me that he executed the same as said President for the purpose therein mentioned.

JEFFERSON J. REILLY,

Commissioner of Deeds, New York City.

Comissioner of Deeds, No. 926

20 City of New York

Certificate filed in Queens County

Commision Expires Apr. 22nd, 1930

THE CITY AND STATE OF NEW YORK, ss.:
COUNTY OF QUEENS.

30 On this 21st day of October, 1925, before me personally came CLAIRE D. SCHLEMMER, to me known, who, being by me duly sworn, did depose and say that he resides at Islip, L. I. and is the President of Awixa Corporation, the corporation described in, and which executed the foregoing instrument; that he knows the corporate seal of said company; that the seal affixed to the foregoing instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said company and that by like order he thereto signed his name and official designation.

40

JEFFERSON J. REILLY,

Comissioner of Deeds, The City of New York.

Comissioner of Deeds, No. 926

City of New York

Certificate filed in Queens County

Commission Expires Apr. 22nd 1926.

EXHIBIT C-161 (*continued*).

10 The undersigned, United States Fidelity and Guaranty Company, Maryland Casualty Company, Globe Indemnity Company, and Eagle Indemnity Company, sureties on a bond for \$425,000.00 dated June 1st, 1925, given by Welsh Bros. Contracting Company, Inc. to The City of New York, to secure the faithful performance by the Contractor of the contract mentioned in the annexed agreement, hereby consent to the execution of the annexed agreement and agree that the aforesaid bond be security to the City for their faithful performance of said contract by Awixa Corporation, the assignee of said contract as modified by the annexed agreement.

Dated New York, October 21, 1925.

United States Fidelity and Guaranty Company

20

By C. D. MARSAC

Attorney-in-Fact

Attest S. FRANK HEDGES

Attorney-in-Fact

Maryland Casualty Company

30

By RUERT CAVANAGH

Attorney-in-Fact

By FRANK T. GILSON

Res. Vice President
Globe Indemnity Company

40

By EDWARD S. CARMICK

Attorney-in-Fact
Eagle Indemnity Company

Attest ALICE ROONEY

Res. Asst. Secretary

EXHIBIT C-161 (*continued*).

B ENGINEERING.

September 15, 1925.

Mr. Chandler Withington,
Chief Engineer.

Sir:—

10

Relative to the second payment in the sum of \$8,707.53, for the construction of a temporary sanitary outlet sewer, etc., in Horstman Avenue, from Bergen Basin (Creek) to Nebraska Avenue, Awixa Corporation, Assignee of Welsh Bros., Contractor, Contract No. 75044, I report —

20

The items enumerated in the voucher are correct, but the work is not being prosecuted, pursuant to contract plan in the following particulars.

30

The construction of the Screening Plant and Pumping Station including Building, on which the contractor bid a lump sum of \$1,047,500 has recently commenced indicating that the location of said structure has been shifted about 160 feet east of the position indicated on the original contract plan. I am informed by the Borough Authorities that this change was made to avoid probable destruction of chimney and the building of the Incinerator Plant. It is also mentioned that the City benefits by the saving of the construction of a lesser amount of large size precast sewer.

40

The cost of constructing the screening plant in its new location is about the same as it would have been in its original location, and possibly somewhat cheaper. Nevertheless, I consider that the aforesaid change is sufficiently material to require a contract modification, and in order to guard the City's interests, I recommend that a modifying agreement be entered into between the City and the Contractor specifying the necessity of aforesaid change, and also requiring the contractor to waive any and all claims incident to the change.

I recommend the payment of Estimate No. 2, in the sum of \$8,707.13, as the items of work mentioned are independent of the lump item of screening plant discussed above; but before issuing any subsequent payments the aforesaid modification should be executed.

Respectfully,

Assistant Engineer.

EXHIBIT C-161 (*continued*).

EJS/N

September 23, 1925.

Audit

Hon. Maurice E. Connolly,
President, Borough of Queens.

10 Sir:

A voucher has been filed in this department in favor of Awixa Corporation, Assignee of Welsh Brothers Contracting Company Inc. for the sum of \$8,707.53 being payment on account of Contract 75044 for the construction of a temporary sanitary outlet sewer etc. in Horstman Avenue from Bergen Basin (Creek) to Nebraska Avenue, Borough of Queens.

20 A report has been made thereon by the Division of Engineering, copy of which is enclosed therewith calling attention to the fact that the location on which the screening plant and pumping station is constructed, has been shifted about 160 feet east of the position indicated on the original contract plan and since it is considered that this change is sufficiently important to require a modification of the contract, specifying the necessity for the change and requiring the contractor to waive any and all claim incident to such change, it is recommended that a modifying agreement be entered into between the City and the contractor embodying the within mentioned terms and conditions.

30 There being no objection to the payment of the voucher referred to. the same has been advanced for audit with the understanding that the said modifications be executed and filed before any subsequent payments are made under the contract.

40 enc. Yours truly,
Deputy Comptroller.

EXHIBIT C-161 (*continued*).

6/30/27

Agreement made this 28th day of June, 1927, between THE CITY OF NEW YORK, Party of the First Part, and Awixa Corporation of Islip, N. Y., Assignee of Welsh Brothers Contracting Company, Inc., Party of the Second Part:

10 WHEREAS, the parties hereto, under date of June 1, 1925, entered into a contract:

 For the construction of a temporary sanitary outlet sewer through an easement to be acquired in the line of Horstman Avenue from Bergen Basin (Bergen's Creek) to Nebraska Avenue; in Horstman Avenue from Nebraska Avenue to Baker Avenue; in Baker Avenue from Horstman Ave. to a point about 260'0" north of 160th Avenue, and in the property of The City of New York, in a general northerly direction from Baker Ave. 20 (134th St.) at a point 260'0" north of 160th Avenue to a point in the property of The City of New York about 180'0" south of 150th (Stanley) Avenue and for the construction of a fine screening and pumping plant with force main in the property of The City of New York and for the construction of a sewer and appurtenances in 150th (Stanley) Avenue from 133rd Street (Nebraska Avenue) to 132nd Street (Atfield Avenue), and in 132nd Street (Atfield Avenue) from 150th (Stanley) Avenue to a point about 180'0" north of 150th (Stanley) Avenue and in 150th (Stanley) 30 Avenue from 133rd Street (Nebraska Avenue) to 134th Street (Baker Avenue), 4th Ward, Borough of Queens;

 WHEREAS, subsequent to the letting of the contract and during the actual construction of this pumping station, it was found necessary to make certain amendments to the contract drawings, and also to install extra work, machinery, etc., for which prices weres not provided in the contract, it now becomes necessary to amend the contract to provide taking care of these 40 extras; and,

 WHEREAS, the Party of the First Part, through his representatives, ordered certain changes and conditions, such as:

- Changing of some steel work
- Changing of the granite work
- Additional partitions and changes in the partitions
- Additional plastering

EXHIBIT C-161 (*continued*).

Change in the chimney
Changes in the granite sills for exterior doors,
for which a detailed estimate is on file and for which a fair price
is \$2,177.75; and,

10 WHEREAS, in the performance of the above additional
work, there were also omitted 84 lineal feet of Blue Lining in
the Chimney, and there were omitted 306 square feet of Parti-
tions, and the thickness of the outside bronze door was decreased
from four inches to two and one quarter inches, for which there
shall be deducted from the moneys due on the above the sum of
\$435.04, the detailed figures for which are on file in this office;
and.

20 WHEREAS, because of the changing of the location of the
screening plant by agreement, dated October 26, 1925, it became
necessary to install an additional 168 lineal feet of four-inch gal-
vanized wrought iron pipe, a fair and reasonable price for which
is \$2.56 per foot, making a total of \$430.08; and,

30 WHEREAS, the change in the location of the screening
plant necessitated an additional manhole to be constructed on
the 3'3" sewer, and while the original contract drawings showed
on manhole on this 3'3" sewer, but there was no provision made
in the items bid upon to pay for this, a faire and reasonable price
for these manholes is \$400 each. The total amount to be paid
shall be \$800 for these two manholes on the 3'3" sewer; and,

WHEREAS, during the construction of the grit chamber,
it was discovered that unless a gate were provided for prevent-
ing the flow from getting to the plant and flooding the plant in
case of a shut-down of electric power, it was necessary to install
a hydraulically operated gate at the entrance to the grit chamber
and such was ordered, a fair price for which was considered
\$7,381.85; and,

40 WHEREAS, to install the above hydraulic gate, it was
necessary to increase the size of the drop chamber at the entrance
to the grit chamber and to add certain structural steel, etc., for
all of which work \$1,123.00 is considered a fair price, a detailed
estimate of which is on file; and,

WHEREAS, the original drawings showed reinforcing
concrete beams on the grit chamber for supporting the super-

EXHIBIT C-161 (*continued*).

structure and specified that reinforcing details must be supplied by the contractor; and,

WHEREAS, the contractor substituted structural members for reinforced concrete beams, it is agreed between the parties hereto that no extra compensation shall be paid to the contractor for said substitution; and,

10

WHEREAS, it became necessary to substitute a copper louvre for the window, shown on the plan, for the transformer room, in order to comply with an order of the Department of Water Supply, Gas and Electricity this change was ordered, — a fair price for which is \$214.69; and,

WHEREAS, the following additions to the equipment were found necessary for the proper operation of the completed plant:

20

Wood baffles in grit hopper
Platform at elevator in grit chamber
Ladders in the venturi meter chamber
Ladders for access to the sump pump shaft bearings
Access platform from screening conveyor,

a fair and reasonable price for all of which is \$595.21, and a detailed estimate of which is on file.

30

NOW, THEREFORE, the Party of the Second Part for themselves, their successors and assigns, agrees to and with the Party of the First Part, that the above contract shall be modified to provide for the installation of the above items and for the deductions, as shown, the sum total of which additions and deductions amounts to \$12,287.54, and that the Party of the First Part shall pay the Party of the Second Part the sum of \$12,287.54 and there shall be no further claim or charge made against the Party of the First Part by the Party of the Second Part by

40

reason of this modification.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and the year first above-written.

MAURICE E. CONNOLLY,

President of the Borough of Queens
For the City of New York
Party of the First Part

EXHIBIT C-161 (*continued*).

CLAIRE D. SCHLEMMER, Pres.,
Awixa Corporation
Assignee of Welsh Bros. Contracting Co., Inc.

10 The undersigned, being sureties on the bonds given as security for the faithful performance of the contract mentioned in the foregoing agreement hereby consent to the making of the foregoing agreement.

EDWARD S. CARMICK,
Attorney-in-Fact
Eagle Indemnity Company

Globe Indemnity Company

20 By I. P. MURPHY
Res. Vice President

Attest JOHN W. ALLEN
Res. Asst. Secretary

U. S. Fidelity & Guaranty Co.

By C. D. MARSAC
Attorney-in-Fact

30 Attest CHARLES E. FINKEN
Attorney-in-Fact

Maryland Casualty Company

By BENJ. G. D. BLUE
Attorney-in-Fact

Approved for contract entry subject to audit when voucher is presented as to the neatness and reasonableness of the charge.

40
Clerk

In Charge, Div. of Auditors & Examiner.

EXHIBIT C-161 (*continued*).

T Y P E "B"

- Reconstruction of manhole on 3'0" sewer, complete, Twelve hundred, forty and no/100 Dollars (\$1,240.00).
- 10 1 Junction Chamber at Inlet to Old Plant, complete, Thirteen hundred and no/100 Dollars (\$1,300.00).
- 1 Junction Chamber on 3'3" Reinforced Concrete Pipe Sewer, Precast Type "B", complete, Sixteen hundred and no/100 Dollars (\$1,600.00).
- 1 Entrance Chamber to Overflow Pipes in Stanley Avenue, complete, Nineteen hundred and no/100 Dollars (\$1,900.00).
- 1 Drop Chamber, complete, Eighteen thousand, two hundred forty and no/100 Dollars (\$18,240.00).
- 20 218 linear feet of 2'6" Reinforced Concrete Pipe Sewer, precast Type "B", per linear foot, Sixteen and no/100 Dollars (\$16.60).
- 112 linear feet of 3'0" Reinforced Concrete Pipe Sewer, Precast Type "B", per linear foot, Thirty-three and 60/100 Dollars (\$33.60).
- 184 linear feet of 3'3" Reinforced Concrete Pipe Sewer, Precast Type "B", per linear foot, Thirty-six and no/100 Dollars (\$36.00).
- 30 181 linear feet of 8'0" Reinforced Concrete Pipe Sewer, Precast Type "B", per linear foot, One hundred, fifty and no/100 Dollars (\$150.00).
- 1 Grit Chamber, including gates, building & appurtenances, as shown on plan, complete, One hundred, eight thousand, six hundred and no/100 Dollars (\$108,600.00).
- 40 1 Screen Plant and Pumping Station, including building (With Sanitation Disc Type Screens), complete as shown on plan, ready for operation, One million, forty-seven thousand, five hundred and no/100 Dollars (\$1,047,500.00).
- Complete (With Cone Type Screens) or equal, sum of One million, forty-seven thousand, five hundred and no/100 Dollars (\$1,047,500.00).

EXHIBIT C-161 (*continued*).

- 25500 sq. yds. of Cinder Fill, per. cu. yd., Two and 50/100 Dollars (\$2.50).
- 853 sq. yds. of Gravel Roadway (12" deep), per sq. yd., One and 60/100 Dollars (\$1.60).
- 10 1310 sq. yds. of Reinforced Concrete Pavement, per sq. yd., Three and 50/100 Dollars (\$3.50).
- 660 linear feet of 6" x 20" Blue Stone Curb, set in concrete, per linear foot, Two and 04/100 Dollars (\$2.04).
- 1 Venturi Meter, Chamber and appurtenances, as shown on plan, complete, Eleven thousand, two hundred and no/100 Dollars (\$11,200.00).
- 47 linear feet of 48" C. I. (Class "A") pipe, force main, per linear foot, Sixty-three and 60/100 Dollars (\$63.60).
- 20 300 linear feet of 6'0" x 4'6" Brick Sewer to be removed, per linear foot, Thirty-six and 40/100 Dollars (\$36.40).
- Chambers on Wood Stave Pipe, complete, each, Sixteen hundred and no/100 Dollars (\$1,600.00).
- 3100 linear feet of Ditch Reconstructed, per linear foot, Fifteen and 10/100 Dollars (\$15.10).
- 30 1 Outlet on Ditch, complete, Thirty-nine hundred, sixty and no/100 Dollars (\$3,960.00).
- 1 Siphon under Doughty Creek, including up-stream and down-stream chamber, complete, Twenty-nine thousand, six hundred and no/100 Dollars (\$29,600.00).
- 1 Chamber at 161st Avenue and 134th Street, complete, Twenty-nine hundred, sixty and no/100 Dollars (\$2,960.00).
- 40 1 Outlet on Wood Stave Pipe Sewer, including Tide Gate, complete, Forty-four hundred, forty and no/100 Dollars (\$4,440.00).
- 4415 linear feet of 4'3" Continuous Creosoted Wood Stave Pipe, per linear foot, Forty-four and no/100 Dollars (\$44.00).
- Seeding and Planting, Sum of Twenty-one hundred, sixty and no/100 Dollars (\$2,160.00).

EXHIBIT C-161 (*continued*).

3 Timber Bridges and Foundations, complete, each, Eighty-three hundred, fifty and no/100 Dollars (\$8,350.00).

10 1 Northern Engineering Works, or equal Standard Type "L. E." crane of 5,000 lbs. capacity, including all equipment and 1/2 cu. yd. Clam Shell bucket, as shown on plan, Seventy-five hundred and no/100 Dollars (\$7,500.00).

1500 cu. yds. Top Soil, per cu. yd., One and 80/100 Dollar (\$1.80).

1 Transition Section, as shown on plan, complete, Sixteen hundred and no/100 Dollars (\$1,600.00).

1 Manhole on 8'0" Reinforced concrete Pipe Sewer, Precast Type "B", complete, Thirteen hundred and no/100 Dollars (\$1,300.00).

20 No bid will be allowed to be withdrawn, for any reason whatever, after it has been received and deposited with the President. The President expressly reserves the right to reject all bids if he shall deem it for the public interest so to do. No bid will be accepted from, nor contract awarded to, any person who is in arrears to The City of New York upon debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to The City of New York.

30 No bid or proposal will be received, considered and deposited unless, as a condition precedent to the reception or consideration of any proposal it be accompanied by either a certified check upon one of the State or National Banks of The City of New York, drawn and made payable to the order of the Comptroller of The City of New York, or money to the amount of *five per centum* (5%) of the amount of the security or surety bond required for the faithful performance of the contract. Such check or money must not be inclosed in the sealed envelope containing the proposal, but must be either inclosed in a separate envelope addressed to the Borough President, or submitted
40 personally upon the presentation of the bid or proposal and handed to the officer or clerk of the Department who has charge of the proposal box, and who will give a proper voucher for the deposit, and no bid can be deposited in said box until such check or money has been examined by said officer or clerk and found to be correct. All such deposits, except that made by the bidder to whom the contract shall be awarded, will be returned to the

EXHIBIT C-161 (*continued*).

person or persons making the same within three (3) days after the decision as to who shall receive the contract. If the bidder to whom the contract shall have been awarded shall refuse or neglect to execute the same within five days after due notice that the contract has been awarded to him, and that the adequacy and sufficiency of the surety offered has been approved by the
10 Comptroller, the amount of the deposit made by him shall be forfeited to and retained by The City of New York as liquidated damages for such neglect or refusal; but if he shall execute the contract and furnish the said security within the time aforesaid, the amount of the deposit shall be returned to him.

NOTE.—*Each and every person bidding and named above must sign here.* In the case of a firm, Each and every person bidding give the name of each and every partner in full. must sign here.
20

In case a bid shall be submitted by or in behalf of a corporation, it must be signed in Welsh Bros. Con. Co. Inc. [L. S.] the full legal name of such corporation by some authorized officer or agent thereof, who shall subscribe his name and office. If practicable, the seal of the corporation must be affixed.
30 By Wm. Welsh, Treas. [L. S.]

The following affidavit must be similarly signed and sworn to:

40 THE CITY AND STATE OF NEW YORK, ss.:
COUNTY OF QUEENS,

The above-named bidder, being duly sworn, says that the several matters stated in the above bid are in all respects true.

Signature (s) of Bidder (s).
Subscribed and sworn to before me, this 7th day of May, 1925. Welsh Bros. Const. Co. Inc.
By William Welsh, Treas.

PETER P. CAMPBELL,

Notary Public, Queens County, N. Y. #171

EXHIBIT C-161 (*continued*).

THE CITY OF NEW YORK

Office of

THE PRESIDENT OF THE BOROUGH OF QUEENS

10

BUREAU OF SEWERS.

CONTRACT for the construction of a temporary sanitary outlet sewer through an easement to be acquired in the line of HORSTMAN AVENUE from Bergen Basin (Bergens Creek) to Nebraska Avenue; in HORSTMAN AVENUE from Nebraska Avenue to Baker Avenue; in BAKER AVENUE from Horstman Ave. to a point about 260'0" N. of 160th Ave., and in the property of the City of New York, in a general northerly direction from Baker Ave. (134th St.) at a point 260'0" N. of 160th Ave. to a point in the property of the City of New York about 180'0" S. of 150th (Stanley) Ave., and for the construction of a fine screening and pumping plant with force main in the property of the City of New York and for the construction of a sewer and appurtenances in 150th (Stanley) Ave. from 133rd St. (Nebraska Ave.) to 132nd St. (Atfield Ave.) and in 132nd St. (Atfield Ave.) from 150th (Stanley) Ave. to a point about 180'0" north of 150th (Stanley) Ave. and in 150th (Stanley) Ave. from 133rd St. (Nebraska Ave.) to 134th St. (Baker Ave.), Fourth Ward, Borough of Queens.

together with all the work incidental thereto.

Parties.

40 THIS AGREEMENT, made and entered into this 1st day of June, in the year one thousand nine hundred and twenty five, by and between The City of New York, party of the first part, by the President of the Borough of Queens, and Welsh Bros. Bros. Cont. Co., Inc. of 14 Queen Street, L. I. City, Contractor, party of the second part, pursuant to the provisions of The Greater New York Charter, and the resolution of The Board of

EXHIBIT C-161 (*continued*).

Estimate and Apportionment adopted on the 27th day of June, 1924, of which resolution the following is a copy:

Covenant.

10 WITNESSETH, That the parties to these presents, each in consideration of the agreements on the part of the other herein contained, have mutually agreed, and hereby mutually agree, the party of the first part for itself and its successors, and the party of the second part for itself, himself, or themselves, and its, his or their executors, administrators, successors and assigns, as follows:

.....
.....
20

IN WITNESS WHEREOF, The President of the Borough of Queens, for and on behalf of The City of New York, and Contractor have executed this agreement in triplicate, one part of which is to remain with the President, one other to be filed with the Comptroller of The City of New York, and the third to be delivered to the Contractor.

30 THE CITY OF NEW YORK
By MICHAEL J. SHUGRUE,
Acting President of the Borough of Queens.
WELSH BROS. CONT. CO., INC.,
By WILLIAM WELSH, Pres.

40 The City and State of New York, ss.:
County of Queens,

On this 2nd day of June, 1925, before me personally came MICHAEL J. SHUGRUE, to me known and known to me to be the Acting President of the Borough of Queens, of The City of

EXHIBIT C-161 (*continued*).

New York, the person described as such in and who as such executed the foregoing instrument, and he acknowledged to me that he executed the same as said Acting President for the purposes therein mentioned.

JEFFERSON J. REILLY,

10

Commissioner of Deeds, New York City.

Certificate of acknowledgment of Contractor,
if a corporation.

20 The City and State of New York, ss.:
County of Queens,

30 On this 1st day of June, 1925, before me personally came WILLIAM WELSH, to me known, who, being by me duly sworn, did depose and say that he resides in L. I. City and is the President of Welsh Bros. Cont. Co. Inc., the corporation described in, and which executed the foregoing instrument; that he knows the corporate seal of said company; that the seal affixed to the foregoing instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said company and that by like order he thereto signed his name and official designation.

JEFFERSON J. REILLY,

Commissioner of Deeds, The City of New York.

40 KNOW ALL MEN BY THESE PRESENTS, The we Welsh Bros. Cont. Co. Inc. hereinafter called the "Contractor," and United States Fidelity and Guaranty Company, Eagle Indemnity Co., Globe Indemnity Co. and Maryland Casualty Co. hereinafter called the "Surety," are held and firmly bound unto The City of New York, in the sum of Four hundred twenty five DOLLARS, lawful money of the United States of America, to be paid unto THE CITY OF NEW YORK, or to its certain attorneys, successors or assigns; for which payment, well and

EXHIBIT C-161 (*continued*).

truly to be made, we and each of us do bind ourselves, and our several and respective heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 1st day of June, 1925.

10 WHEREAS, The above bounden Contractor, by an instrument in writing, signed by said Contractor and bearing even date with these presents, one part whereof is hereto annexed, has contracted with The City of New York, by the President of the Borough of Queens, to furnish all the labor and materials, and to excavate for, build, construct and in all respects complete temporary sanitary outlet sewer in Horstman Ave., from Bergen Basin to Nebraska Ave., etc., etc., 4th Ward, together with all the work incidental thereto, as is fully and at large set forth and described in the contract aforesaid.

20 NOW, THEREFORE, The condition of the above obligation is such that if the said above bounden Contractor and its, his or their heirs, executors, administrators and assigns, or any or either of them, shall well and truly, and in a good sufficient and workmanlike manner, perform or cause to be performed the said contract, and each and every of the covenants, promises, agreements and provisions therein contained to be performed by said Contractor, and complete the same within the period therein stipulated, and in each and every respect comply with
30 the conditions therein contained, then this obligation to be void; otherwise, to remain in full force and virtue.

WELSH BROS. CONT. CO., INC. [L. S.]

By WILLIAM WELSH, Pres.
Sureties.

U. S. FIDELITY and GUARANTY CO.

40 By C. D. MARSAC,
Attorney-in-Fact.

Atest CHARLES E. FINKEN,
Attorney-in-Fact.

EXHIBIT C-161 (*continued*).

GLOBE INDEMNITY COMPANY

By FRANK T. GILSON,
Res. Vice-President

Attest FRED W. MONTGOMERY,
Res. Asst. Secretary

10

EAGLE INDEMNITY COMPANY

By J. P. HUNTTING,
Attorney-in-Fact.

MARYLAND CASUALTY COMPANY

By Wm. J. SPALCKHAVER,
Attorney-in-Fact.

20

The City and State of New York, ss.:
County of Queens,

30 On this 1st day of June, 1925, before me personally came WILLIAM WELSH to me known, who being by me duly sworn, did depose and say that he resides in L. I. City that he is the President of the Welsh Bros. Cont. Co. Inc. the corporation described in, and which executed the above instrument, that he knows the corporate seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that by like order he thereto signed his name and official designation.

40

JEFFERSON J. REILLY,
Commissioner of Deeds, The City of New York.

EXHIBIT C-161 (*continued*).

FUNDS

PRESIDENT'S CERTIFICATE

10

It is hereby certified that the estimated cost of the work and materials required by the within contract is One million six hundred fifty one thousand two hundred thirty one, 40/100 DOLLARS (\$1,651,231.40); and is chargeable to the Street Improvement Fund of The City of New York.

MICHAEL J. SHUGRUE,

Acting President of the Borough of Queens.

20

THE CITY OF NEW YORK, JUNE 2, 1925.

SPECIFICATIONS
(Extracts)

30

.....
.....
.....

40

EXHIBIT C-161 (continued).

General dimensions of pipes and minimum test load
per lin. ft. of pipe.

T Y P E "B"

10 Cement Concrete Pipe With Reinforcement.

313. Reinforced cement concrete pipe used shall be circular in section with or without flat base and shall conform in dimensions as shown in table.

	Size	Minimum Thickness.	Minimum Length in Feet.	Minimum Joint Length Inches.	Minimum Test Load Per Lin. Foot of Pipe.
20	24"	3"	4'	3"	3350 Lbs.
	27"	3½"	4'	3"	3700 Lbs.
	30"	3½"	4'	3"	4400 Lbs.
	33"	4"	4'	3"	4600 Lbs.
	36"	4"	4'	4"	4800 Lbs.
	39"	4"	4'	4"	5200 Lbs.
	42"	4½"	4'	5½"	5600 Lbs.
	45"	4½"	4'	5½"	6100 Lbs.
	48"	5"	4'	5½"	6600 Lbs.
	30	51"	5"	4'	5½"
54"		5½"	4'	5½"	7500 Lbs.
57"		5½"	4'	5½"	7750 Lbs.
60"		6"	4'	5½"	8000 Lbs.
63"		6"	4'	5½"	8400 Lbs.
66"		6½"	4'	5½"	8800 Lbs.
72"		7"	4'	5½"	9400 Lbs.
78"		8"	4'	5½"	10400 Lbs.
84"		8"	4'	5½"	11200 Lbs.
90"		8½"	4'	5½"	12000 Lbs.
40	96"	8½"	4'	5½"	12800 Lbs.
	102"	9"	4'	5½"	13600 Lbs.
	108"	9"	4'	5½"	14400 Lbs.

Testing pipe.

Reinforced concrete pipe shall not have less thickness of concrete, less length of pipe or joint than specified above, and

EXHIBIT C-161 (*continued*).

two (2) pipes for each size of sewer (reinforced concrete) shall be selected at random for a load test. These pipes shall be tested at the age of twenty-one (21) days and the total load specified per linear foot shall be applied on the upper half of the sewer. The lower half of the pipe shall be supported in a cradle covering an arc 180 degrees. The pipe shall sustain these loads per lineal
10 foot without hair-cracks of any kinds whatsoever. Failure to fulfill the above requirements in the manner set forth will be inforced concrete pipe. The cement, sand, stone or gravel shall be done by the contractor at his own expense and under the supervision and to the satisfaction of the Engineer-in-Charge of Engineering Construction.

Material of pipe, cement, sand, stone, or gravel.

132. Reinforced concrete pipe shall be constructed at the
20 site of the work, in a shed if the weather requires, and the pipe shall be made by a manufacturer of established reputation, who shall have had previous experience in the manufacture of reinforced concrete pipe. The cement, sand, stone or gravel shall conform to the specifications of the Division of Sewers, Bureau of Engineering Construction. The forms shall be of steel and the reinforcing steel shall be held at all times against displacement in tamping. Concrete shall be an accurate 1—1—2 mix. Each pipe shall be stamped as made with date of manufacture.

30 Joints.

133. The pipe shall be of the bell and spigot type, the bell not to project beyond the body of the pipe, but to be flush with it. No pipe having a butt joint will be considered. No variation over one-half ($\frac{1}{2}$) per cent. from the hereinbefore mentioned dimensions will be permitted.

Jointing.

40 134. All joints to be made of 1 : 2 Portland cement mortar. The mortar shall be thoroughly trowelled in the recess in the interior of the pipe up to the spring line, making a continuous invert. After this has been done, steel forme especially designed for the purpose shall be placed over and around the entire joint, and the mortar for sealing the arch portions grouted or poured through an opening in the crown of the pipe. Joints must be watertight.

EXHIBIT C-161 (*continued*).

Laying pipe.

135. No pipe not marked with date of manufacture shall be laid or accepted. No pipe shall be laid in the trench which has not been seasoned for twenty-one (21) days, unless otherwise specially ordered by the Engineer-in-Charge of Engineering
10 Construction.

Steel for reinforcement.

136. Reinforcing steel may be either expanded metal, deformed bars, or wire mesh, such as American Steel & Wire Company's or Clinton Wire Cloth. For all sizes of reinforced concrete pipe, reinforcing shall be at distances not less than one (1) inch from the surface.

20 Spurs.

137. Reinforced concrete pipe shall have openings to receive spur and branch connection wherever required by the Plans. The openings shall be made in a manner satisfactory to the Engineer-in-Charge of Engineering Construction.

Disposal of water from trenches.

- 30 138. The provisions of paragraph No. 11 of the specifications shall be in full force and effect, even though reinforced concrete pipe shall be furnished on this contract.

Rejection of defective pipe.

139. Pipe damaged from handling or any cause whatsoever, whether in or out of the trench, shall be replaced and removed from site of the work at the expense of the contractors.

40 Dept of cover.

139a. Where depth of cover on precast pipe sewer is sixteen feet (16') or over extra reinforcing steel shall be used in the pipe to take care of the increased stresses. The cost of such extra steel shall be included in the price bid for precast pipe sewers.

Measurements.

139b. Precast concrete pipe, Type "B" will be paid for from the inside face of all chambers.

EXHIBIT C-42.

EXHIBIT C-42

(Received invoice of Phillips, June 5th, 1925).

10

LOCK-JOINT PIPE
JOHN M. PHILLIPS
P. O. Box 75
Long Island City, N. Y.

Yard:

20 Maurice Ave. & Broadway
Elmhurst, Queens Co., N. Y.
Phone 2170 Newtown
1588 Hunterspoint

June 5th. 1925.

30 Mess. Hammen & Co.,
279 Madison Ave.,
Perth Amboy, N. J.

To Precast Reinforced Concrete Pipe built for sewer in 150th.
Ave., ETC., Fourth Ward, Borough of Queens.

Month of April 1,200' — 84" @ \$37.00 per Lin. Ft. \$44,400.00
Month of May 620' — 84" @ \$37.00 per Lin. Ft. \$22,940.00

\$67,340.00

40

Kindly remit

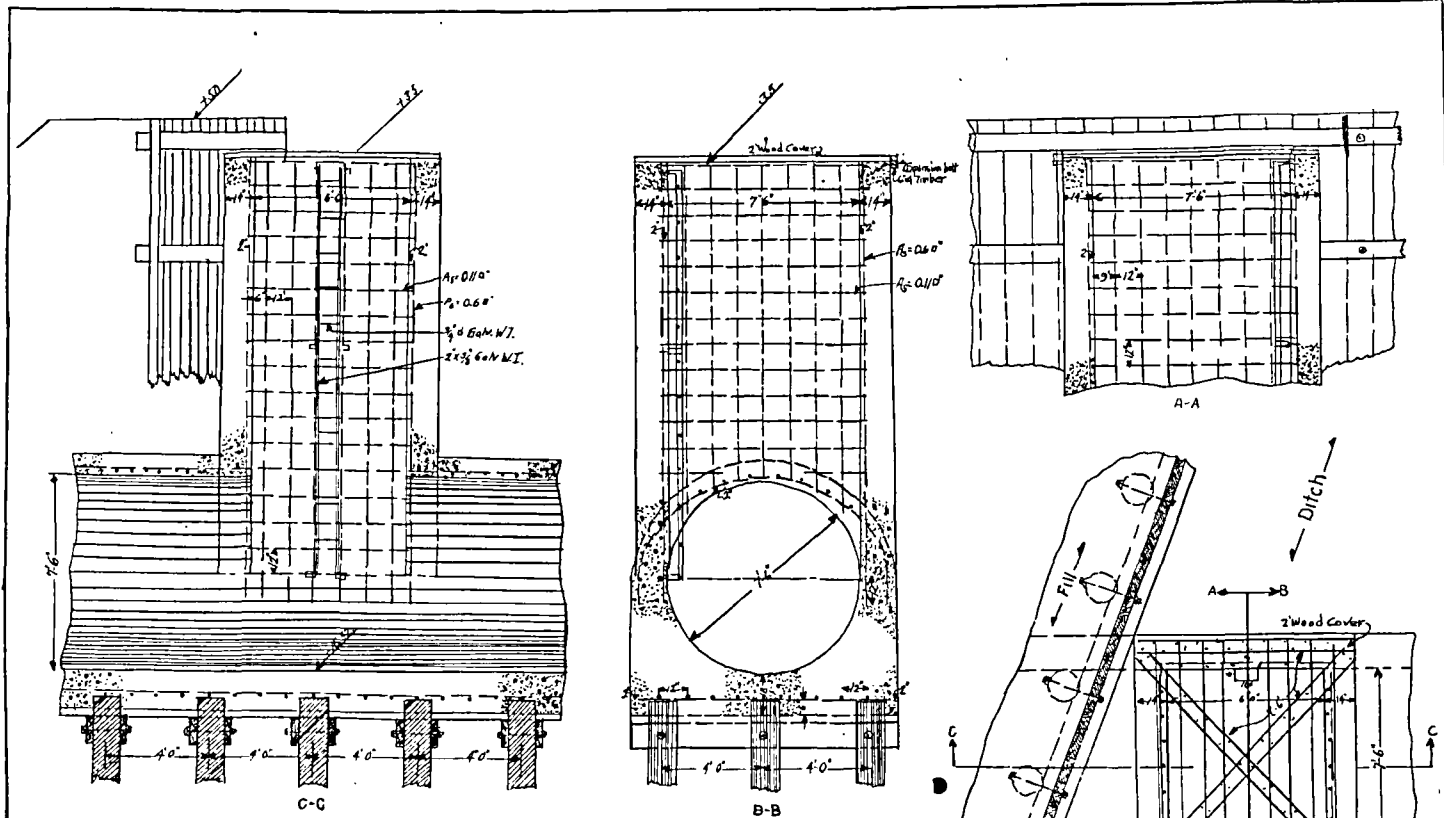
Rec'd Pay't

July 22nd 1925.

JOHN M. PHILLIPS
CAMPBELL.

EXHIBIT C-6.

(Photostatic copy of Plan of 150th St., June 9, 1925).



Spillover Chamber at 150th Ave and Byron St.

AMENDED PLAN

SHOWING SPECIAL MANHOLE
TO BE BUILT ON

CONTRACT NO. 4

FOR THE CONSTRUCTION OF A SANITARY
SEWER AND APPURTENANCES IN
150th AVE FROM PUMPING STATION
AT 134th ST TO JUDITH ST, ETC.
4th WARD BRONX OF C.T.D.C.

Frederick Seely
Asst. Engineer, Division of Sewers
Department of Public Works
Engineer of Structures

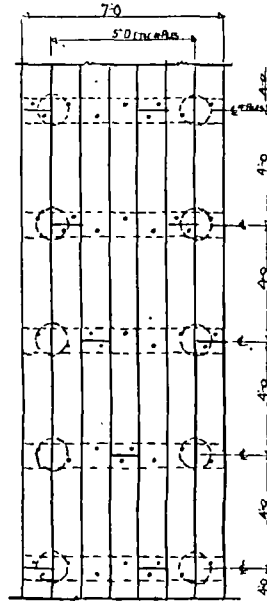
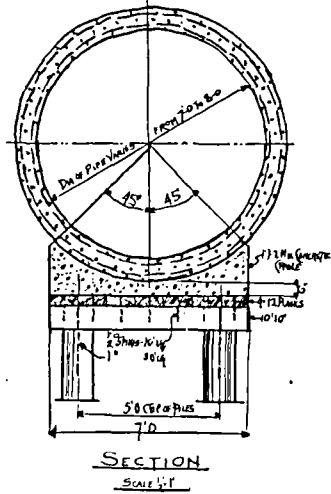
James Rice
Engineer in Charge of Engineering Construction
Department of Public Works
Commissioner of Public Works

Michael J. Barry
President of the Borough

Designed by 1924
Drawn by 1924
Filed by ST Jun 15 1924
Checked by 1924

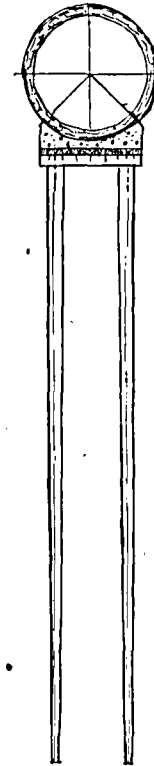
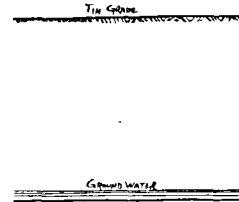
79-2019

EXHIBIT C-6 (continued).



PLAN
SCALE 1/2"=1"

NOTE: PILES TO BE ORDERED BY L.L.P.
 MAX LENGTH OF PILES 42' BELOW CUT OFF
 MIN D. AT CUT OFF IS MIN D. AT PILE
 MAX LENGTH PILES 16'
 PILES SPACED 2' ON CENTER



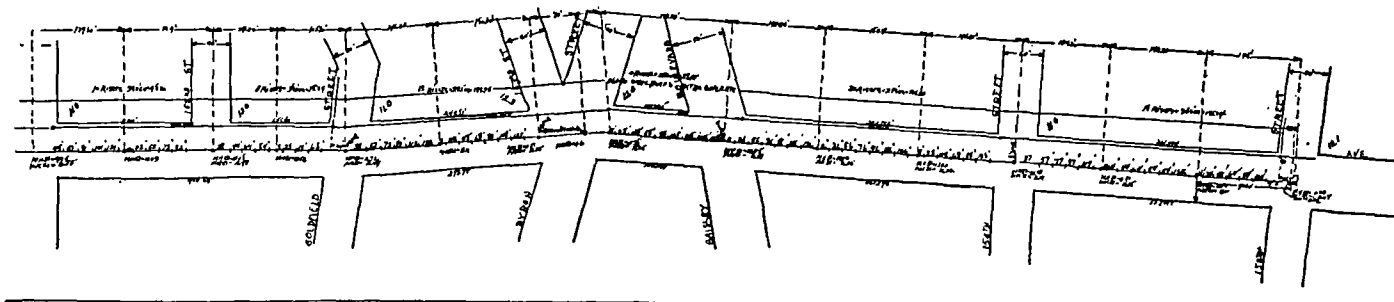
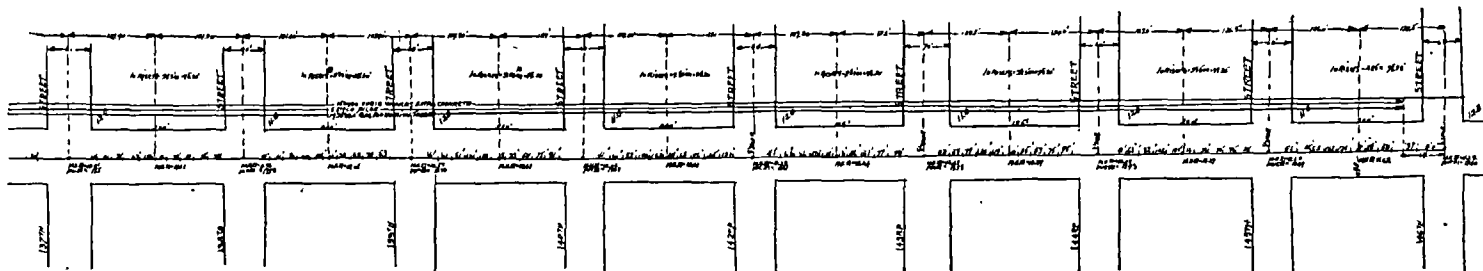
SECTION
SCALE 1/2"=1"

DETAILS
 OF
 FOUNDATION FOR SANITARY SEWER
 AT
 150TH (STANLEY) AVE
 4TH WARD
 BOROUGH OF QUEENS
 SCALE AS SHOWN DATE: JUNE 9, 1928

FORWARD TO CHARGING ENGINEER

BOROUGH PRESIDENT
 79-2019

EXHIBIT C-6 (continued).



79-2019
OCT 20 1936

EXHIBIT C-49.

EXHIBIT C-49

(*Bid sheet, Type B 150th St., June 17th, 1925*).

10
No. 3

T Y P E "B"

THE CITY OF NEW YORK

Office of the

PRESIDENT OF THE BOROUGH OF QUEENS

20

BUREAU OF SEWERS

Sealed Bids or Proposals for the herein named work will be received at the office of the President of the Borough of Queens, on the 4th Floor of the Queens Subway Building, 68 Hunterspoint Avenue, Long Island City, Borough of Queens, in The City of New York, until 11 o'clock a. m.

30

ON JUN 17 1925

The time allowed for the completion of the work and the full performance of the contract is 175 CONSECUTIVE WORKING DAYS.

The liquidated damages for each day in excess of the allowed time, as stipulated in the contract, is *twenty-five dollars per day*.

40

The amount of SECURITY or surety bond required will be (\$250,000.00).

NOTE.—All bids must be submitted upon the proper blank form or bid and in the sealed envelope prepared and furnished by the Borough President, and must be made out as required. Any bid which fails to name the price, both *in writing* and *in*

EXHIBIT C-49 (*continued*).

figures per unit of measurement for each and every item of the proposed work where quantities are given, or is incomplete, conditional, obscure, or irregular, may be held to be informal and may be rejected, and in case of any discrepancy between the price written in and the bid and that given in figures, the price in writing will be considered as the bid. The writing must be in ink.

10

BID OR ESTIMATE

For the construction of sanitary sewers and appurtenances in:
150TH STREET from 150th Avenue to North Conduit Avenue;
20 NORTH CONDUIT AVENUE from 150th Street to 146th Street;
146TH STREET from North Conduit Avenue to 120th Avenue;
120TH AVENUE from 146th Street to Lake View Place;
LAKE VIEW PLACE from 120th Avenue to 155th Street;
155TH STREET from Lake View Place to 114th Avenue;
114TH AVENUE from 155th Street to Sutphin Boulevard;
SUTPHIN BOULEVARD from 114th Avenue to 112th Avenue;
and a high level sewer in 114TH AVENUE from 155th Street
to Sutphin Boulevard, Fourth Ward, Borough of Queens.

CONTRACT NO. 1

30

Made by the firm or corporation of Muccini & Decker

Address 6102-18th ave, Brooklyn, N. Y.

NAME AND ADDRESS OF EACH AND EVERY MEMBER
OF THE FIRM OR PRINCIPAL OFFICERS
OF THE CORPORATION.

40 NOTE.—The *biddcr's name and residence or address* must be inserted herebelow, and in case of a firm, *the name and address of each and every member of the firm must be inserted.*

In case a bid shall be submitted by or in behalf of any corporation, the complete legal name and address of such *corporation* must be written here below, together with the name, address and title of the principal officers of the corporation.

EXHIBIT C-49 (*continued*).

Name Ernest Muccini

Address 6102-18th ave., Brooklyn, N. Y.

Name Albert Decker

Address 83 Mapel ave., Rockville Center, N. Y.

10 The party named above (of lawful age) *Bidder, declares: That* the only person or persons interested in this bid or proposal as principal or principals is or are named above, and that no other person than herein above named has any interest in this bid or in the contract proposed to be taken; *that* this bid is made without any connection with any other person or persons making a bid for the same work or purpose; *that* the bid is in all respects fair and without collusion or fraud, and *that* no member of the Board of Aldermen, no head of a department, no
20 chief of a bureau, deputy thereof or clerk therein, nor any other officer or employee of The City of New York, is, shall be or become, directly or indirectly, interested as contracting party, partner, stockholder, surety or otherwise in the performance of the contract, or in the supplies, work or business to which it relates, or in any portion of the profits thereof, *that* he has examined the form of contract and specifications approved by the Corporation Counsel and any plans therein referred to, and that he has visited the site of the proposed work and has made himself familiar with all the existing conditions; and he pro-
30 poses and agrees, if this bid be accepted, that he will contract in the form so approved, to provide, furnish and deliver all necessary work, labor, services, materials or supplies, machinery, tools, plant, and appliances, and to perform and complete all the work mentioned in said approved form of contract and specifications, and in strict accordance with the terms and conditions thereof, and that he will accept in full payment therefor the following named sums or prices:

40 The Engineer's estimate of the quantities as advertised and the nature and extent of the work and materials or supplies required, though stated with as much accuracy as is practicable in advance, are APPROXIMATE only and are given to form a basis of comparison for testing bids and are not guaranteed to be accurate and are not considered as a binding feature of the contract. *Before bidding, Contractors must satisfy themselves by personal examination of the Plans, Specifications, Contract, and location of the*

EXHIBIT C-49 (*continued*).

proposed work, and by such other means, as they may prefer, as to the accuracy of the foregoing statement, and they must determine for themselves, and allow for all difficulties which may be encountered in the prosecution of the work.

T Y P E "B"

10

1. 3,080 Linear Feet 3'-6" Reinforced Concrete Pipe Sewer (Precast Type "B"), Per Linear Foot, Eighty and no/100 Dollars (\$80.00).

2. 4,960 Linear Feet 3'-3" Reinforced Concrete Pipe Sewer (Precast Type "B"), Per Linear Foot, Seventy Eight and no/100 Dollars (\$78.00).

20 3. 54 Manholes, Complete, Each, Three Hundred and no/100 Dollars (\$300.00).

4. 7 Chambers, Complete, Each, Two Thousand and no/100 Dollars (\$2,000.00).

5. 1,500 Vertical Feet "Risers" (C. I. Pipe Class "A"), Per Vertical Ft., Four and no/100 Dollars (\$4.00).

30 6. 1,550 Linear Feet 6-inch Vitrified Pipe House Connection Drains, Per Linear Foot, Three and no/100 Dollars (\$3.00).

7. Shoring & Supporting of 10'-0" x 8'-8" Masonry Aqueduct, near No. Conduit Avenue, Complete, as shown on plan, exclusive of piling, Sum of Ten Thousand and no/100 Dollars (\$10,000.00).

8. Shoring & Supporting of 4'-0" C. I. Water Main, north of Masonry Main, Complete, as shown on plan, exclusive of piling, Sum of Five Thousand Two Hundred and no/100 Dollars (\$5,200.00).

40

9. Shoring & Supporting of 4'-0" C. I. Water Main, south of Masonry Main, Complete, as shown on plan, exclusive of piling, Sum of, Five Thousand Two Hundred and no/100 Dollars (\$5,200.00).

10. Shoring & Supporting of 6'-0" ater Main at South Conduit Avenue, Complete, as shown on plan, exclusive of piling, Sum of, Five Thousand Two Hundred and no/100 Dollars (\$5,200.00).

EXHIBIT C-49 (*continued*).

No bid will be allowed to be withdrawn, for any reason whatever, after it has been received and deposited with the President. The President expressly reserves the right to reject all bids if he shall deem it for the public interest so to do. No bid will be accepted from, nor contract awarded to, any person who is in arrears to The City of New York upon debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to The City of New York.

No bid or proposal will be received, considered and deposited unless, as a condition precedent to the reception or consideration of any proposal it be accompanied by either a certified check upon one of the State or National Banks of The City of New York, drawn and made payable to the order of the Comptroller of The City of New York, or money to the amount of *five per centum* (5%) of the amount of the security or surety bond required for the faithful performance of the contract. Such check or money must not be inclosed in the sealed envelope containing the proposal, but must be either inclosed in a separate envelope addressed to the Borough President, or submitted personally upon the presentation of the bid or proposal and handed to the officer or clerk of the Department who has charge of the proposal box, and who will give a proper voucher for the deposit, and no bid can be deposited in said box until such check or money has been examined by said officer or clerk and found to be correct. All such deposits, except that made by the bidder to whom the contract shall be awarded, will be returned to the person or persons making the same within three (3) days after the decision as to who shall receive the contract. If the bidder to whom the contract shall have been awarded shall refuse or neglect to execute the same within five days after due notice that the contract has been awarded to him, and that the adequacy and sufficiency of the surety offered has been approved by the Comptroller, the amount of the deposit made by him shall be forfeited to and retained by The City of New York as liquidated damages for such neglect or refusal; but if he shall execute the contract and furnish the said security within the time aforesaid, the amount of the deposit shall be returned to him.

NOTE.—*Each and every person bidding and named above must sign here. In the case of a firm, give the name of each and every partner in full.* Each and every person bidding must sign here.

EXHIBIT C-49 (*continued*).

10 In case a bid shall be submitted by or in behalf of a corporation, it must be signed in the full legal name of such corporation by some authorized officer or agent thereof, who shall subscribe his name and office. If practicable, the seal of the corporation must be affixed.

Ernest Muccini [L. S.]

Albert Decker [L. S.]

The following affidavit must be similarly signed and sworn to:

20 THE CITY AND STATE OF NEW YORK, ss.:
COUNTY OF KINGS,

The above-named bidder, being duly sworn, says that the several matters stated in the above bid are in all respects true.

Ernest Muccini

Subscribed and sworn to before me, this 17th day of June, 1925.

Albert Decker

30

.....

Notary Public, Queens Borough.

40

EXHIBIT C-48.

EXHIBIT C-48

*(Letter from Maurice E. Connolly to Clifford B. Moore,
June 22, 1925).*

10

Office of
THE PRESIDENT
of the
BOROUGH OF QUEENS

Maurice E. Connolly
President

20

Michael J. Shugrue
Commissioner of Public Works

Clifford B. Moore
Consulting Engineer

CBM-M Long Island City, June 22, 1925

30 Honorable Maurice E. Connolly,
President of the Borough of Queens.

Sir :

In regard to the progress being made on the Jamaica Sewer System I desire to call your attention to a condition which I feel you should be thoroughly acquainted with:

40

On February 27, 1925, the contract for the 150th Avenue sewer, from 134th Street to Judith Place, was let to Hammen Construction Company for \$407,045, contract time 250 days.

Commissioner Shugrue and I heard that this work was at a standstill for weeks and no effort was being made on the part of the Contractor to progress same. We notified the Contractor

EXHIBIT C-48 (*continued*).

to call at the Borough Hall and explain why this work was not being pushed. He stated that he was getting the material ready, such as well-points, pumps, etc., and said at that time which is about four weeks ago) that he would have all of the material on the job the following Tuesday and would start to work in earnest inside of a week after that.

10 I had an inspection made last week and there were only about six men on the work and they were accomplishing practically nothing at all. It is now nearly four months since this contract was given to the Hammen Construction Company, and I know your are aware of how we urged the different members of the Board of Estimate and Apportionment, and the Engineer of the Board, to do everything in their power to help get this work going.

20 The point I want to bring out is the fact that on June 17th we opened bids for sewer in 150th Street between 150th Avenue and North Conduit Avenue. The same Hammen Construction Company was low on this job with a bid of \$548,830. This job is approximately 15% larger than the one the Contractor has now under contract. You have not awarded this latter contract as yet, and I desire to know if, in your judgment, good faith has been shown on the previous contract, and if you think it good policy to go ahead and award this contract in view of what we know has taken place on the contract already awarded to the Hammen
30 Construction Company.

Respectfully,

CLIFFORD B. MOORE,

Consulting Engineer.

Reject and readvertise this contract,

M. E. C.

EXHIBIT C-50.

EXHIBIT C-50

(Letter from Maurice E. Connolly to Hammen Construction Company, June 24, 1925).

10

Office of
THE PRESIDENT
of the

BOROUGH OF QUEENS

Maurice E. Connolly
President

20

Long Island City, June 24, 1925.

Hammen Construction Company,
279 Madison Avenue,
Perth Amboy, N. J.

Gentlemen:

30

Pursuant to the authority vested in me by law, I beg to inform you that I have this day rejected all bids opened in this office on June 17, 1925 in connection with contemplated contract:

40

For the construction of sanitary sewers and appurtenances in:
150TH STREET from 150th Avenue to North Conduit Avenue
NORTH CONDUIT AVENUE from 150th Street to 146th Street
146TH STREET from North Conduit Avenue to 120th Avenue
120TH AVENUE from 146th Street to Lake View Place
LAKE VIEW PLACE from 120th Avenue to 155th Street
155TH STREET from Lake View Place to 114th Avenue
114TH AVENUE from 155th Street to Sutphin Boulevard
SUTPHIN BOULEVARD from 114th to 112th Avenue,
and a high level sewer in 114th AVENUE from 155th Street to
Sutphin Boulevard, Fourth Ward, Borough of Queens.
CONTRACT No. 1, Type "B".

Very truly yours,

MAURICE E. CONNOLLY,
President of the Borough of Queens.

MEC-R-L

EXHIBIT C-201.

EXHIBIT C-201

(Contract between Awixa Corporation and Sanitary Corporation, June 26, 1925).

10 This Agreement made this 26 day of June 1925 by and between AWIXA CORPORATION of Islip, New York, party of the first part, a corporation organized under the Laws of the State of New York hereinafter referred to as Contractor, and THE SANITATION CORPORATION, 165 Broadway, New York City, party of the second part, a corporation organized under the Laws of the State of Delaware hereinafter referred to as Sub-Contractor.

20 WHEREAS WELSH BROTHERS CONTRACTING COMPANY of the Borough of Queens, City of New York, a corporation organized under the Laws of the State of New York, has entered into a contract with the City of New York by and through the President of the Borough of Queens, known as Contract #75044 dated June 1, 1925 for Construction of a Temporary Sanitary Outlet Sewer, and for the Construction of a Fine Screening and Pumping Plant with Force Main in the Borough of Queens, City of New York, which contract has been assigned to the party of the first part by assignment bearing date of 6 day
30 of July 1925, and

WHEREAS party of the first part desires to enter into a sub-contract with the party of the second part as hereinafter provided — Now therefore in consideration of the sum of ONE DOLLAR (\$1.00) and the mutual agreements herein made, the parties hereby agree as follows:

40 Section 1.—The Sub-Contractor agrees to provide all the material and perform all the work for the following described parts and divisions of work and materials specified in a certain contract dated June 1st, 1925 Contract No. 75044 between the Contractor and the City of New York, Office of the President of the Borough of Queens, Bureau of Sewers, described therein as City, in accordance with the terms, conditions and covenants of said contract as far as the same are applicable to the work and materials hereinafter mentioned, and as shown on drawings and as set forth in the specifications mentioned in said contract pre-

EXHIBIT C-201 (*continued*).

pared by the City of New York, Office of the President of the Borough of Queens, Bureau of Sewers as far as the same are applicable to the work hereinafter mentioned, which said contract and said drawings and specifications therein mentioned are identified by the signature of the respective parties hereto and are made and form an art of this contract; said drawings bearing date of April 21st, 1925, and signed by Maurice E. Connolly, Queens Borough President, and Frederick Seely, Assistant Engineer, Bureau of Sewers.

On foundations and in buildings to be furnished by the Contractor, the Sub-Contractor agrees to furnish and install all MACHINERY AND ELECTRICAL WORK as recited on Sheets 8, 9, 10, 11, 12, 13, 14, 15, 17, 18, 19 and 23 of a set of 25 sheets of Drawings constituting the above mentioned drawings or plans and more particularly described in the above mentioned specifications and consisting generally of the following:

Beginning at the incoming end of the 96" sewer inside the grit chamber wall and ending at the inside of the venturi chamber wall at the discharge end of force main. The 72" Concrete pipe connection between the grit chamber and the screening station is not included in this contract.

Gates Bar screen, valves and valve control mechanism, platforms and railings, grit chamber traveling crane and grit bucket with tracks, electrical control, railings, screw conveyor and elevator for grit hoppers, motor operated sluice gates at discharge end of grit chamber.

Valves and special fittings and piping for grit storage hopper and screenings storage hoppers, steel spiral stair construction, motor operated valve at entrance of screenings and pumping station.

All valves and gates throughout the Station.

Sanitation disc screens with all construction work, steel bridges, control apparatus, flow and loss of head gauges, screenings system including hoppers, air compressors, blowing pipes, valves, gates, chlorine apparatus completely installed with all control and feeding pipes and valves.

EXHIBIT C-201 (*continued*).

Centrifugal pumps with suction and discharge pipe, valves and venturi meter.

10 Switchboard complete with all electric motors throughout the plant, electric and power wiring, electric transformer equipment, heating and ventilating system with metal ducts and pipe.

Railings throughout the plant.

Sump pumps, suction and discharge piping and valves;

20 all the above material constituting on assembly a complete mechanical and electrical unit, in strict compliance with the requirements of the above mentioned specifications and drawings and contract. The Sub-Contractor agrees to furnish at his own expense all necessary working drawings required for the foregoing work and foundations, etc., therefor.

30 Section 2. — The several portions of said work mentioned in this contract shall be finished at the time hereinafter stated, to wit: one hundred twenty-five (125) consecutive working days from the time of notifications to the Sub-Contractor by the Contractor of the readiness of foundations and buildings for the installation of MACHINERY AND ELECTRICAL WORK as specified in this agreement.

The said Sub-Contractor will carry on the work with such force and in the same manner and order as the Contractor is obligated to under said contract with the City, and under the same terms and conditions thereof as more fully set forth in paragraph XIV of said City Contract.

40 The entire work embraced in this agreement shall be completed within the time above specified and if said work is not completed within said time, the Contractor shall be entitled to receive as liquidated damages from the said Sub-Contractor the sum of money which the Contractor may be penalized by the City on account of delay on the part of Sub-Contractor, it being the intent of this section that no penalty will be enforced upon said Sub-Contractor unless enforced upon said Contractor.

EXHIBIT C-201 (*continued*).

The same terms and conditions covering the determination of liquidated damages and affecting the relation of liquidated damages to the performance of work under the said City Contract shall be applied to the Sub-Contractor in performing the work under this agreement.

10 Section 3. — The Contractor agrees to pay to the Sub-Contractor for the work to be done and the materials to be furnished under this agreement the sum of FIVE HUNDRED NINETY THREE THOUSAND DOLLARS (\$593,000.00), subject to additions and deductions for changes that may be agreed upon in writing, and to make payments on account thereof as follows:— In accordance with the terms and conditions recited in the City Contract herein referred to as far as said payments apply to this Sub-Contract. Respective payments to be made to
20 Sub-Contractor within three (3) days after receipt of said payments by Contractor.

 Section 4. — The Sub-Contractor agrees to be bound to the Contractor by all the terms, covenants and conditions of the said drawings or plans, specifications and contract between the city and the Contractor in so far as same may be applicable to the work and material mentioned in this contract, and to be subject thereto in the same manner and extent as the Contractor is to the said City as fully as if those terms, covenants, and
30 conditions were set forth herein and to assume towards the Contractor all the obligations and responsibilities as the Contractor assumes towards the City.

 Section 5. — The Contractor agrees to be bound to the Sub-Contractor by all the obligations that the City assumes to the Contractor under the Contract between them hereinbefore mentioned, and by the drawings and specifications mentioned thereunder, and by all the provisions thereof, as far as the same may be applicable to the work and materials mentioned in this
40 contract.

 The Sub-Contractor agrees to furnish and deliver to the Contractor a bond of an approved Surety Company in the amount of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) guaranteeing complete performance of the work herein described, in accordance with the terms and conditions of this Contract.

EXHIBIT C-201 (*continued*).

The parties hereto further agree that this agreement to
gether with the drawings, specifications and contract between
the City and Contractor, expresses the entire agreement of the
parties hereto with respect to the work to be done under this
contract.

10 IN Witness Whereof, the parties hereto have signed and
sealed this agreement this 26 day of June, 1925.

AWIXA CORPORATION

By CLARE D. SCHLEMMER,
President.

Attest FRED R. CURRAN.

20

THE SANITATION CORPORATION

By Wm. P. DOBER,
President.

Attest FRED R. CURRAN.

30 The City and State of New York, ss.:
County of Queens

40 On this 26th day of June, 1925 before me personally came
CLAIRE D. SCHLEMMER to me known, who, being by me duly
sworn did depose and say that he resides at Islip, L. I. City, that
he is the President of Awixa Corporation, the corporation de-
scribed in, and which executed the above instrument, that he
knows the corporate seal of said corporation; that the seal affix-
ed to the said instrument is such corporate seal; that it was so
affixed to the said instrument by order of the Board of Directors
of said Corporation and that by like order he thereto signed his
name and official designation.

PETER P. CAMPBELL,

Notary Public, Queens Co. N. Y.
No. 171.

EXHIBIT C-201 (*continued*).

The City and State of New York ss.:
County of Queens

10 On this 26th day of June, 1925 before me personally came William L. D'Olier, to me known, who, being by me duly sworn did depose and say that he resides in Philadelphia, Pennsylvania, that he is the President of The Sanitation Corporation, the corporation described in, and which executed the above instrument, that he knows the corporate seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Boards of Directors of said Corporation and that by like order he thereto signed his name and official designation.

20

PETER P. CAMPBELL,

Notary Public, Queens Co. N. Y.
No. 171.

30

40

EXHIBIT C-144.

EXHIBIT C-144

(Agreement between Welsh & Sanitation Corp., July 6th, 1925).

10

By this agreement made and entered into this fifth day of June, 1925 by and between WELSH BROTHERS CONTRACTING COMPANY, a corporation organized and existing under the Laws of the State of New York, having its principal place of business at 14 Queens Street, Long Island City, New York, hereinafter described as Contractor, and THE SANITATION CORPORATION, a corporation organized and existing under the Laws of the State of Delaware, with its principal place of business at 165 Broadway, Borough of Manhattan, City of New York, hereinafter described as the Sub-Contractor, the said parties for the considerations hereinafter mentioned hereby agree:

20

Section 1.— The Sub-Contractor agrees to provide all the material and perform all the work for the following described parts and divisions of work and materials specified in a certain contract dated June 15, 1925 Contract No. 75044 between the Contractor and the City of New York, Office of the President of the Borough of Queens, Bureau of Sewers, described therein as City, in accordance with the terms, conditions and covenants of said contract as far as the same are applicable to the work and materials hereinafter mentioned, and as shown on drawings and as set forth in the specifications mentioned in said contract prepared by the City of New York, Office of the President of the Borough of Queens, Bureau of Sewers as far as the same are applicable to the work hereinafter mentioned, which said contract and said drawings and specifications therein mentioned are identified by the signature of the respective parties hereto and are made and form a part of this contract: said drawings bearing date of April 21st, 1925, and signed by Maurice E. Connolly, Queens Borough President, and Frederick Seely, Assistant Engineer, Bureau of Sewers.

30

40

On foundations and in buildings to be furnished by the Contractor the Sub-Contractor agrees to furnish and install, all MACHINERY AND ELECTRICAL WORK as recited on Sheets 8, 9, 10, 11, 12, 14, 15, 17, 18, 19 and 23 of a set of 25 sheets of

EXHIBIT C-144 (continued).

Drawings, constituting the above mentioned drawings or plans and more particularly described in the above mentioned specifications and consisting generally of the following:

10 Beginning at the incoming end of the 96" sewer inside the grit chamber wall and ending at the inside of the venturi chamber wall at the discharge end of force main. The 72" Concrete pipe connection between the grit chamber and the screening station is not included in this contract.

Gates Bar screen, valves and valves control mechanism, platforms and drailings, grit chamber traveling crane and grit bucket with tracks. electrical control, railings, screw conveyor and elevator for grit hoppers, motor operated sluice gates at discharge end of grit chamber.

20 Valves and special fittings and piping for grit storage hopper and screening storage hoppers, steel spiral stair construction, motor operated valve at entrance of screenings and pumping station.

All valves and gates throughout the Station.

30 Sanitation disc screens with all construction work, steel bridges, control apparatus, flow and loss of head gauges, screenings system including hoppers, air compressors, blowing pipes, valves, gates, chlorine apparatus completely installed with all control and feeding pipes and valves.

Centrifugal pumps with suction and discharge pipe, valves and venturi meter.

40 Switchboard complete with all electrical motors throughout the plant, electrical and power wiring, electric transformer equipment, heating and ventilating system with metal ducts and pipe.

Railings throughout the plant.

Sump pumps, suction and discharge piping and valves;

all the above material constituting on assembly a complete mechanical and electrical unit, in strict compliance with the

EXHIBIT C-144 (*continued*).

requirements of the above mentioned specifications and drawings and contract. The Sub-Contractor agrees to furnish at his own expense all necessary working drawings required for the foregoing work and foundations, etc., therefor.

10 Section 2.— The several portions of said work mentioned in this contract shall be finished at the time hereinafter stated, to wit: one hundred twenty-five (125) consecutive working days from the time of notification to the Sub-Contractor by the Contractor of the readiness of foundations and buildings for the installation of MACHINERY AND ELECTRICAL WORK as specified in this agreement.

20 The said Sub-Contractor will carry on the work with such force and in the same manner and order as the Contractor is obligated to under said contract with the City, and under the same terms and conditions thereof as more fully set forth in paragraph XIV of said City Contract.

30 The entire work embraced in this agreement shall be completed within the time above specified and if said work is not completed within said time, the Contractor shall be entitled to receive as liquidated damages from the said Sub-Contractor the sum of money which the Contractor may be penalized by the City on account of delay on the part of Sub-Contractor, it being the intent of this section that no penalty will be enforced upon the said Sub-Contractor unless enforced upon the said Contractor.

The same terms and conditions covering the determination of liquidated damages and affecting the relation of liquidated damages to the performance of work under the said City Contract shall be applied to the Sub-Contractor in performing the work under this agreement.

40 Section 3. — The Contractor agrees to pay to the Sub-Contractor for the work to be done and the materials to be furnished under this agreement the sum of FIVE HUNDRED NINETY THREE THOUSAND Dollars (\$593,000.00), subject to additions and deductions for changes that may be agreed upon in writing, and to make payments on account thereof as follows: In accordance with the terms and conditions recited in the City Contract herein referred to as far as said payments apply to this

EXHIBIT C-144 (*continued*).

Sub-Contract. Respective payments to be made to Sub-Contractor within three (3) days after receipt of said payments by Contractor.

10 Section 4. — The Sub-Contractor agrees to be bound to the Contractor by all the terms, covenants and conditions of the said drawings or plans, specifications and contract between the City and the Contractor in so far as same may be applicable to the work and material mentioned in this contract, and to be subject thereto in the same manner and extent as the Contractor is to the said City as fully as if those terms, covenants and conditions were set forth herein and to assume towards the Contractor all the obligations and responsibilities as the Contractor assumes towards the City.

20 Section 5. — The Contractor agrees to be bound to the Sub-Contractor by all the obligations that the City assumes to the Contractor under the Contract between them hereinbefore mentioned, and by the drawings and specifications mentioned thereunder, and by all the provisions thereof, as far as the same may be applicable to the work and materials mentioned in this contract.

30 The Sub-Contractor agrees to furnish and deliver to the Contractor a bond of an approved Surety Company in the amount of ONE HUNDRED FIFTY THOUSAND Dollars (\$150,000.-00) guaranteeing complete performance of the work herein re-scribed, in accordance with the terms and conditions of this Contract.

The parties hereto further agree that this agreement together with the drawings, specifications and contract between the City and Contractor, expresses the entire agreement of the parties hereto with respect to the work to be done under this contract.

40 In Witness Whereof, the parties hereto have signed and sealed this agreement this fifth day of June, 1925.

WELSH BROS. CONTRACTING CO.

By WILLIAM WELSH, President.

Attest PETER J. CAMPBELL,

THE SANITATION CORPORATION

By Wm. L. D'OLIER, President.

Attest J. M. KELLY, Sec.

•

EXHIBIT C-144 (*continued*).

The City and State of New York ss.:
County of Queens

10 On this fifth day of Jne, 1925 before me personally came WILLIAM WELSH to me known, who, being by me duly sworn did depose and say that he resides in Long Island City, N. Y., that he is the President of Welsh Bros. Contracting Co. Inc., the corporation described in, and which executed the above instrument, that he knows the corporate seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed to the said instrument by order of the Board of Directors of said Corporation and that by like order he thereto signed his name and official designation.

PETER P. CAMPBELL,

Notary Public, Queens Co., N. Y., #171.

20

The City and State of New York ss.:
County of New York

30 On this fifth day of June, 1925 before me personally came WILLIAM L. D'OLIER, to me known, who, being by me duly sworn did depose and say that he resides in Philadelphia, Pennsylvania, that he is the President of The Sanitation Corporation, the corporation described in, and which executed the above instrument, that he knows the corporate seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that by like order he thereto signed his name and official designation.

MARIE A. RITTER,

40

Notary Public, Kings County
Kings Co. Clerk No. 71, Kings Register No. 6073
New York Co. Clerk No. 190,
New York Register No. 6183
Term expires March 30, 1926

EXHIBIT C-145.

EXHIBIT C-145

*(Assignment No. 62946 between Welsh Bros. & Awixa Corp.,
July 9th, 1925).*

10 KNOW ALL MEN BY THESE PRESENTS, That we,
Welsh Brothers Contracting Company, Inc., of 14 Queens Street,
Long Island City, for and in consideration of the sum of One
Dollar and other good and valuable considerations to us in hand
paid by the Awixa Corporation, of Islip, L. I., receipt whereof is
hereby acknowledged, have bargained, sold, assigned, transfer-
red, conveyed and set over, and by these presents do bargain, sell,
assign, transfer, convey and set over unto the said Awixa Cor-
20 poration all our rights, title and interest of, in, to and under a
certain contract made between the said Welsh Brothers Con-
tracting Company, Inc. and The City of New York, by the Presid-
ent of the Borough of Queens, bearing Comptroller's Number
75,044, for the construction of a temporary sanitary outlet sewer
through an easement to be acquired in the line of Herstman
Avenue, from Bergen Basin (Bergen's Creek) to Nebraska Ave-
nue; in Herstman Avenue from Nebraska Avenue to Baker Ave-
nue; in Baker Avenue from Herstman Avenue to a point about
260' North of 160th Avenue; and in the property of the City of
New York, in a genral northerly direction from Baker Avenue
30 (134th Street) to a point 260 feet north of 160th Avenue to a point
in the property of the City of New York about 180 feet south of
150th (Stanley) Avenue: and for the construction of a fine screen-
ing and pumping plant with force main in the property of the
City of New York and for the construction of a sewer and appur-
tenances in 150th (Stanley) Avenue from 133rd Street (Ne-
braska Avenue) to 132nd Street (Atfield Avenue) and 132nd
Street (Atfield) Avenue from 150th (Stanley) Avenue to a point
about 180 feet north of 150th (Stanley) Avenue and in 150th
40 (Stanley) Avenue from 133rd Street (Nebraska Avenue) to
134th Street (Baker Avenue): Fourth Ward, Borough of Queens,
together with all our rights, privileges and interest therein, and
also all moneys due or to grow due: and all claims of every nature
under this contract, which we now have or hereafter may have
against the City of New York, or others by reason thereof; and
we do hereby constitute the said Awixa Corporation our true
and lawful attorneys with authority to do and perform any
convenient or necessary acts in connection therewith in our name,
place and stead as fully and in the same manner as we could
do in person; hereby ratifying all our said attorneys or their
substitutes shall lawfully do in the premises.

EXHIBIT C-145 (*continued*).

STATE OF NEW YORK ss.:
COUNTY OF QUEENS.

10 On the 6th day of July, nineteen hundred and twenty-five before me came Claire D. Schlemmer, to me known, who, being by me duly sworn, did depose and say that he resides in Islip, L. I., that he is the President of The Awixa Corporation, the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he signed his name thereto by like order.

JEFFERSON J. REILLY,

20 Commissioner of Deeds, No. 928
City of New York
Certificate filed in Queens County
Commission expires April 22nd, 1926

APPROVED quadruplicate July 6th, 1925, in accordance with the terms and conditions of Contract No. 75044.

MAURICE E. CONNOLLY,

President, Borough of Queens.

30 We, the undersigned, UNITED STATES FIDELITY AND GUARANTY COMPANY, EAGLE INDEMNITY COMPANY, GLOBE INDEMNITY COMPANY and MARYLAND CASUALTY COMPANY, as sureties hereby consent to the foregoing assignment of Contract Number 75,044, from Welsh Brothers Contracting Company, Incorporated, to Awixa Corporation.

Dated at New York, July 6th, 1925.

40 U. S. FIDELITY and GUARANTY CO.
By CHARLES E. FINKEN,
Attorney-in-Fact.

Attest E. G. BABCOCK,
Attorney-in-Fact.

EXHIBIT C-145 (*continued*).

EAGLE INDEMNITY COMPANY,

By EDWARD S. CARMICK,
Attorney-in-Fact.

GLOBE INDEMNITY COMPANY,

By G. F. MEREDITH,
Attorney-in-Fact.

10

Attest ALICE ROONEY,

MARYLAND CASUALTY COMPANY,

By RUPERT KAVANAGH,
Attorney-in-Fact.

State of New York, County of Queens, ss.:

20

On the 6 day of July 1925, before me personally came Charles E. Finken, to me known, who, being by me duly sworn, did depose and say that he resides in the City of New York; that he is Attorney-in-Fact of the UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in, and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the said Company has received from the Superintendent of Insurance of the State of New York a certificate of solvency and of its sufficiency as surety or guarantor, under Chapter 182 of the Insurance Law of the State of New York as amended by Chapter 182 of the Laws of 1913, and that such certificate has not been revoked. And the said Charles E. Finken further said that he is acquainted with E. G. Babcock and knows him to be the Attorney-in-Fact of said Company; that the signature of said E. G. Babcock, subscribed to the within instrument, is in the genuine handwriting of said E. G. Babcock, and was subscribed thereto by like order of said Board of Directors, and in the presence of him the said Charles E. Finken.

30

40

PHILIP SAFFER,
Commissioner of Deeds for the City of N. Y.
Term expires May 27, 1926

EXHIBIT C-145 (*continued*).

At a special meeting of the Board of Directors of the UNITED STATES FIDELITY AND GUARANTY COMPANY, held at the office of the Company, in the City of Baltimore, State of Maryland, on the 2nd day of June, A. D. 1921, the following resolution was unanimously adopted:

10 *Resolved*, That Alonzo Gore Oackley or Edw. R. Lewis or
Adolphus A. Jackson or William H. Estwick or Gilman Ash-
burne or A. Van Tambacht or E. G. Babcock or C. D. Marsac or
S. Frank Hedges or Charles E. Finken or Kern J. Mullen or
Albert J. Rowland or Kenneth H. Wood or William S. Hering
or Edward J. O'Shaughnessy, Attorneys-in-fact this Company in
the State of New York, be and they hereby are, and each of them
is authorized and empowered to execute and deliver and to attach
the seal of the Company to any and all bonds and undertakings
for or on behalf of the Company, in its business guaranteeing the
20 fidelity of persons holding places of public or private trust and
the performance of contracts other than insurance policies, and
executing or guaranteeing bonds and other undertakings, requir-
ed or permitted in all actions or proceedings or by law required,
including co-suretyship and reinsurance agreements, and all
other bonds, undertakings or guarantees of whatsoever nature
not specifically covered by the foregoing authority; such bonds,
undertakings and agreements, however, to be attested in every
instance by one other of the persons above named, as occasion
may require provided that if such bonds undertakings and agree-
30 ments are not executed by either Alonzo Gore Oackley or Edw.
R. Lewis or Adolphus A. Jackson or William H. Estwick, then
and in such event, said bonds, undertakings and agreements
shall be attested by either the said Alonzo Gore Oackley or
Edw. R. Lewis or Adolphus A. Jackson or William H. Estwick;
and the aforesaid attorneys-in-fact are, and each of them is here-
by authorized and empowered to certify a copy of this resolution
under the seal of this Company.

40 State of New York, County of New York, ss:

I, C. D. MARSAC, Attorney-in-fact of the UNITED STATES FIDELITY AND GUARANTY COMPANY, have compared the foregoing resolution with the original thereof, as recorded in the minute book of the said Company, and do hereby certify that the same is a true and correct transcript therefrom, and of the whole of said original resolution.

EXHIBIT C-145 (*continued*).

Given under my hand and the seal of the Company, at the City of New York, this 6 day of July 1925.

C. D. MARSÀC,
Attorney-in-fact.

10

STATEMENT
UNITED STATES FIDELITY AND GUARANTY COMPANY
BALTIMORE, MD.

At the close of business December 31, 1924.
Commenced business August 1, 1896.

20

Par Value.	ASSETS.	Market Value.
\$ 7,137,000.00	Government Bonds	\$ 7,261,457.50
7,956,200.00	Baltimore City and other Municipal, State and County Bonds	8,001,367.50
3,131,000.00	Railroad Bonds	2,986,478.75
2,428,000.00	Public Utility Bonds	2,352,328.75
2,603,227.21	Miscellaneous Bonds	2,520,632.21
420,000.00	Railroad Stocks	383,690.00
115,000.00	Public Utility Stocks	119,912.50
315,090.00	Bank and Trust Company Stocks ..	800,942.50
833,070.00	Miscellaneous Stocks	1,086,725.00
100,000.00	Lawyers Surety Co. Stock, represented by \$150,000 New York City Bonds deposited with the Superintendent of Insurance of the State of New York and other assets	130,000.00
<hr/>		
\$25,038,587.21	Total Bonds and Stocks — Market Values December 31st, 1924	\$25,643,534.71
40	Home Office Property appraised by Insurance De- partment of Maryland	1,562,007.81
	New York Property appraised by Insurance Depart- ment of New York	1,029,055.73
	Philadelphia Office Property	323,631.35
	Other Real Estate	22,894.58

EXHIBIT C-145 (*continued*).

	Loans secured by pledge of Collaterals	30,722.25
	Loans secured by Mortgages	60,100.00
	Cash on Hand and in Depositories	3,746,951.84
	Premiums in course of collection, not more than three months due	6,453,457.39
	Deposit with Workmen's Compensation Reinsur- ance Bureau	410,684.98
10	Interest due and accrued	316,629.00
	Due for Subscriptions, Department of Guaranteed Attorneys	119,205.66
	Accounts with Suspended Banks	164,049.16
	Amount due from Reinsurance on Paid Lasses ...	297,027.74
	Others Assets	162,329.34
		<hr/>
		\$50,342,281.54

LIABILITIES.

20	Capital Stock paid in cash	\$ 5,000,000.00
	Funds held under Reinsurance Treaties	34,642.78
	Due for Return Premiums and Reinsurance	144,120.85
	Reserve for 1925 Taxes and Expenses in Transit ..	718,795.00
	Commissions accrued on uncollector premiums ...	1,307,320.35
	Premium Reserve Computed in Accord- ance with Requirements of New York Department	\$14,293,454.40
30	Reserve for Claims Admitted and not Admitted, all Departments, in accordance with New York Laws	12,855,771.55
	Surplus	5,988,176.61
		<hr/>
		\$40,342,281.54

CHAS. O. SCULL,
Vice-President.

W. GEORGE HYNSON,
Treasurer.

40 State of New York, County of New York, ss:

C. D. MARSAC, Being duly sworn, says: that he is the Attorney-in-fact of the UNITED STATES FIDELITY AND GUARANTY COMPANY, and that, to the best of his knowledge and belief, the foregoing is a true and correct statement of the

EXHIBIT C-145 (*continued*).

financial condition of said Company, as of December 31, 1924, and that the financial condition of said Company is as favorable now as it was when such statement was made.

C. D. MARSAC.

Subscribed and sworn to before me
this 6th day of July, 1925.

10

PHILIP SAFFER,

Commissioner of Deeds for the City of New York

STATE OF NEW YORK, ss.:

COUNTY OF NEW YORK

20

On the 6th day of July, 1925, before me personally appear EDWARD S. CARMICK, with whom I am personally acquainted, who, being by me duly sworn, said: that he resides in the City of New York; that he is Attorney-in-fact of the EAGLE INDEMNITY COMPANY, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Company; that the seal affixed to said instrument is such corporate seal: that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto as Attorney-in-fact by like authority; and that the liabilities of the said Company do not exceed its assets, as ascertained in the manner provided in Chapter 33 of the Laws of 1909, constituting Chapter 28 of the Consolidated Laws of the State of New York, and known as the Insurance Law.

30

(seal.)

L. M. CANALE,

Notary Public, N. Y. Co.
N. Y. Co. No. 279, N. Y. Reg. No. 7180
Kings Co. #17, Kings Co. Reg. #7118
Bronx Co. #20, Bronx Co. Reg. #2730
Quens Co. #1347, Richmond Co. —
Westchester Co. —
Commision expires March 30, 1927

40

BE IT REMEMBERED, that at a regular meeting of the Board of Directors of the EAGLE INDEMNITY COMPANY, duly called and held at the office of the Company in the Borough

EXHIBIT C-145 (*continued*).

of Manhattan, New York City, on the 14th day of June, 1922, a quorum being present, the following By-Law was duly adopted:

Article VIII, Paragraph 11.

10 "The President or a Vice-President shall have power and authority to appoint Assistant Secretaries, Resident Vice-President, Resident Secretaries, Resident Assistant Secretaries and Attorneys-in-Fact, and to give such appointees full power and authority to sign, and to seal with the Company's seal where required, all policies, bonds, recognizances, stipulations and all underwriting undertakings, and he may at any times in his judgment remove any such appointees and revoke the authority given to them."

20 STATE OF NEW YORK ss.:
COUNTY OF NEW YORK

I, EDWARD S. CARMICK, Attorney-in-Fact of the EAGLE INDEMNITY COMPANY, have compared the foregoing By-Law with the original thereof, as recorded in the Minute Book of the said Company and do hereby certify that the same is a correct and true transcript therefrom and of the whole of Article VIII, Paragraph II, of said original By-Law.

30 IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the said Company, at the City of New York, this 6th day of July, 1925.

EDWARD S. CARMICK,
Attorney-in-Fact.

40 STATE OF NEW YORK ss.:
COUNTY OF NEW YORK

On this 6th day of July, 1925, before me personally appeared G. F. MEREDITH, with whom I am personally acquainted, who, being by me duly sworn, said: That he resides in Boro. of Bklyn, N. Y.; that he is Att in Fact of the GLOBE INDEMNITY COMPANY, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Company; that the seal affixed to said instrument is

EXHIBIT C-145 (continued).

such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto as ATTY IN FACT, by like authority; and the said G. F. MEREDITH further says that he is acquainted with ALICE ROONEY and knows him to be the RES. ASST. SECY. of said Company; that the signature of the said ALICE ROONEY subscribed to said instrument, is in the genuine handwriting of said ALICE ROONEY and was thereto subscribed by like order of said Board of Directors and in the presence of him, the said G. F. MEREDITH, and that the Superintendent of Insurance of the State of New York has, pursuant to Chapter 33 of the Laws of the State of New York for the year 1909, constituting Chapter 28 of the Consolidated Laws of the State of New York as amended by Chapter 182 of the Laws of the State of New York for the year 1913, issued to the Globe Indemnity Company his certificate, the said Company is qualified to become and be accepted as surety or guarantor on all bonds, undertakings and other obligations or guarantees, as provided in the Insurance Law of the State of New York and all laws amendatory thereof and supplementary thereto; and that such certificate has not been revoked.

SEAL)

.....

30

Notary Public, for New York Co. No. 762.
 New York Co. Register's No. 6762
 Certificate filed in Kings Co. 259
 Kings Co. Register's office No. 6366
 Bronx Co. No. 60
 Bronx Co. Register's office No. 2686-B
 Queens County No. 543
 My Commission expires March 30, 1926

COPY OF BY-LAW

40

BE IT REMEMBERED, that at a regular meeting of the Board of Directors of the GLOBE INDEMNITY COMPANY, duly called and held at the office of the Company, in the Borough of Manhattan, New York City, on the 15th day of January, 1919, a quorum being present, the foregoing By-Law was duly adopted:

EXHIBIT C-145 (*continued*).

“ARTICLE 12: Execution of Bonds and Undertakings:
All bonds and undertakings, recognizances, contracts of indem-
“nity and all other writings obligatory in the nature thereof,
“shall be signed by the President, any Vice-President, a resident
“Vice-President or Attorney-in-Fact, and unless signed by an
“Attorney-in-Fact shall have the seal of the Company affixed
10 “thereto, duly attested by the Secretary, an Assistant Secretary
“or a resident Assistant Secretary. The President, all Vice-
“Presidents, and all resident Vice-Presidents shall each have
“authority to sign such instruments, the Vice-President and
“resident Vice-Presidents whether the President be absent or
“incapacitated or not; and the Secretary, all Assistant Secret-
“aries and all resident Assistant Secretaries shall each have
“authority to seal and attest such instruments, the Assistant
“Secretaries and resident Assistant Secretaries whether the
20 “Secretary be absent or incapacitated or not. All Attorneys-in-
“Fact shall each have authority, in their discretion, to affix to
“such instruments an impression of the Company’s seal, whether
“the Secretary be absent or incapacitated or not, or to attach
“the individual seal of the Attorney-in-Fact thereon, or to use
“the scroll of the Attorney-in-Fact, or a wafer, wax or other
“similar adhesive substance affixed thereon, or a seal of paper
“or other similar substance affixed thereon by mucilage or other
“adhesive substance, or to use the word ‘Seal’ or the letters ‘L.
30 “S.’ opposite the signature of such Attorney-in-fact, as the case
“may be.”

STATE OF NEW YORK ss.:
COUNTY OF NEW YORK

I, the undersigned, Res Assistant Secretary of the GLOBE
INDEMNITY COMPANY, have compared the foregoing By-Law
with the original thereof, as recorded in the Minute Book of the
said Company, and do hereby certify that the same is a correct
and true transcript therefrom and of the whole of ARTICLE 12
40 of said original By-Laws, and that it remains in full force and
effect.

IN WITNESS WHEREOF, I have hereunto set my hand
and affixed the seal of the seal of the said Company, this 6th
day of July, 1925.

ALICE ROONEY,
Res. Assistant Secretary.

EXHIBIT C-145 (continued).

GLOBE INDEMNITY COMPANY

Statement of December 31, 1924

RESOURCES

10	Real Estate and Mortgages	\$ 1,606,513.74
	Railroad and Miscellaneous Bonds	7,513,580.00
	United States, State and Municipal Bonds	9,609,770.00
	Cash in Office and Banks	1,773,983.61
	Premiums in Course of Collection	2,971,944.16
	Interest Due and Accrued	179,982.43
	Ledger Balances Secured	454,970.19
		<hr/>
		\$24,110,744.13

LIABILITIES

20	Reserve for Losses	\$ 9,054,236.86
	Reserve for Premiums	7,116,265.86
	Reserve for Taxes and Sundry Accounts	571,762.76
	Reserve for Commissions	640,346.88
	Voluntary contingent Reserve	1,728,131.77
	Capital Stock	\$1,500,000.00
	Surplus	3,500,000.00
		<hr/>
		5,000,000.00
30		<hr/>
		\$24,110,744.13

STATE OF NEW YORK ss.:
COUNTY OF NEW YORK

40 I, ALICE ROONEY, Res. Assistant Secretary of the
GLOBE INDEMNITY COMPANY, do hereby certify that the
foregoing is a true and correct statement of the financial condi-
tion of said Company, as of December 31, 1924, and the financial
condition of said Company is as favorable now as it was when
said statement was made.

Subscribed and sworn to before me

this 6th day of July, 1925.

.....

ALICE ROONEY,

EXHIBIT C-145 (*continued*).

Notary Public, for New York Co. No. 762,
New York Co. Register's No. 6762
Certificate filed in Kings Co. 259
Kings Co. Register's office No. 6366
Bronx Co. No. 60
Bronx Co. Register's office No. 2686-B
Queens County No. 543
My Commission expires March 30, 1926

10

ALICE ROONEY,
Res. Assistant Secretary.

STATE OF NEW YORK
COUNTY OF NEW YORK ss.:
CITY OF NEW YORK

20

The Maryland Casualty Company hereby certifies that this instrument is a copy of an original Power of Attorney to which a stamp, as required by the Revenue Act, has been affixed and cancelled.

30

On the 6th day of July in the year One Thousand Nine Hundred and 25, before me personally came RUPERT KAVANAGH to me known, who being by me duly sworn, did depose and say that he resided in the City of New York, N. Y.; that he is Attorney-in-Fact of the Maryland Casualty Company, the corporation described in and which executed the within instrument; that he knew the seal of said corporation; that the seal affixed to such instrument is such corporate seal and was affixed thereto by authority of a resolution passed by the Executive Committee of the Board of Directors of the Maryland Casualty Company at its meeting held January 26th, 1925; and that he signed his name thereto by like order; and that the liabilities of said Company do not exceed its assets as ascertained in the manner provided in Chapter 33 of the Consolidated Laws of the State of New York for the year 1909; and that the said Company has received from the Superintendent of Insurance of the State of New York a certificate of solvency and of its sufficiency as surety or guarantor, under Chapter 182 of the Insurance Law of the State of New York as amended by Chapter 182 of the Laws of 1913, and that such certificate has not been revoked.

40

GEORGE P. FOGUS,
Notary Public.

EXHIBIT C-145 (*continued*).

At a regular meeting of the Executive Committee of the Board of Directors of the Maryland Casualty Company, of Baltimore, held in the Office of the Company at Baltimore, Maryland, on the 26th day of January, A. D., 1925, the following resolution was adopted:

10 RESOLVED, that E. B. McConnell, Rupert Kavanagh and
Wm. J. Spalckhaver be and they are hereby appointed Attor-
neys-in-fact of this Company at New York City, New York, and
either the said E. B. McConnell or Rupert Kavanagh or Wm. J.
Spalckhaver as such Attorney-in-fact, is hereby authorized and
empowered to execute and deliver, and to attach the seal of the
Company to any and all bonds and undertakings, including co-
suretyship and reinsurance agreements, for, or on behalf of the
Company, in its business of guaranteeing the fidelity of persons
20 holding places of public or private trust, and the performance of
contracts, other than insurance policies, and executing or guar-
anteeing bonds or other undertakings required or permitted in
all actions or proceedings or by law required or permitted, as
also what may be styled "Indemnity Bonds."

AND BE IT FURTHER RESOLVED, that this Resolu-
tion revokes and annuls all authority set forth in a resolution
duly passed by the said Executive Committee on the 27th day of
August, A. D., 1923.

30 IN WITNESS WHEREOF, I have hereunto subscribed
my name and affixed the seal of the Maryland Casualty Com-
pany, of Baltimore, at the City of New York, N. Y., this 6th day
of July, 1925.

RUPERT KAVANAGH,

Attorney-in-fact.

EXHIBIT C-145 (continued).

STATEMENT OF THE FINANCIAL CONDITION
of the
MARYLAND CASUALTY COMPANY

10 AT CLOSE OF BUSINESS, DECEMBER 31, 1924

ASSETS

	Stocks and Bonds (market value)	\$22,869,312.76
	Real Estate	3,009,484.62
	Real Estate Mortgage	1,314,040.00
	Cash in Banks and Office	1,636,022.59
	Interest Accrued	173,190.03
	Premiums in course of collection less than 90 days	3,876,803.50
20	Reinsured losses due from other Companies	12,082.17
	Proportion of Co-insurance premiums on Coal Mine and Prohibited Risk in course of collection remitted to other Companies	181,979.54
	Salvage Recoverable	371,890.34
		<hr/>
		\$33,444,805.55

LIABILITIES

30	Capital Stock	\$ 5,000,000.00
	Premium Reserve	10,787,636.23
	Premium Tax Reserve	511,943.20
	Commission due on premiums in course of collection	
	Reserve for unadjusted claims	10,051,425.99
	less than 90 days	886,624.85
	Sundry Accounts Reserve	31,125.77
	Reinsurance Premiums due other Companies	189,318.19
	Voluntary Additional Reserve	300,000.00
	Real Estate Depreciation Reserve	194,150.62
40	Due Associated Companies for Co-insurance prem- iums on Coal Mine and Prohibited Risk	22,179.81
	Surplus	5,470,400.89
		<hr/>
		\$33,444,805.55

EXHIBIT C-145 (continued).

**CITY AND COUNTY OF NEW YORK ss.
STATE OF NEW YORK**

10 I, RUPERT KAVANAGH, the Attorney-in-fact of the Maryland Casualty Company, of Baltimore, do hereby certify the foregoing is a true statement of the assets and liabilities of said Company at the close of business December 31st, 1924, taken from the books and records of said Company, and is prepared in accordance with the statement on file with the Insurance Department of New York.

IN TESTIMONY WHEREOF, I hereunder set my hand and affix the seal of the Company, this 6th day of July, 1925.

RUPERT KAVANAGH,

GEORGE P. FOGUS,

Attorney-in-fact.

20

Notary Public, Queens County No. 2880
Certificate filed N. Y. Co. Clerk's No. 108,
Register's No. 7142
Certificate filed in Kings Co. Clerk's No. 12, Regs.No.7062
Certificate filed in Bronx Co. Clerk's No. 5, Reg. No. 2710
Commission expires March 30, 1927.

30

40

EXHIBIT C-197.

EXHIBIT C-197

(*Bid Sheet Welsh Bros Con. Co., July 6th, 1925*).

10 No. 1

T Y P E "A"

THE CITY OF NEW YORK

Office of the

PRESIDENT OF THE BOROUGH OF QUEENS

20

BUREAU OF SEWERS

30

Sealed Bids or Proposals for the herein named work will be received at the office of the President of the Borough of Queens, on the 4th Floor of the Queens Subway Building, 68 Hunterspoint Avenue, Long Island City, Borough of Queens, in The City of New York, until 11 o'clock a. m.

ON JULY 9, 1925.

40

The time allowed for the completion of the work and the full performance of the contract is 175 CONSECUTIVE WORKING DAYS.

The liquidated damages for each day in excess of the allowed time, as stipulated in the contract, is twenty-five dollars per day.

The amount of SECURITY or surety bond required will be (\$250,000.00).

EXHIBIT C-197 (*continued*).

NOTE.—All bids must be submitted upon the proper blank form of bid and in the sealed envelope prepared and furnished by the Borough President, and must be made out as required. Any bid which fails to name the price, both in writing and in figures per unit of measurement for each and every item of the proposed work where quantities are given, or is incomplete, conditional, obscure, or irregular, may be held to be informal and may be rejected, and in case of any discrepancy between the price written in and the bid and that given in figures, the prices in writing will be considered as the bid. The writing must be in ink.

BID OR ESTIMATE

20 For the construction of sanitary sewers and appurtenances in:
150TH STREET from 150th Avenue to North Conduit Avenue;
NORTH CONDUIT AVENUE from 150th Street to 146th Street;
146TH STREET from North Conduit Avenue to 120th Avenue;
120TH AVENUE from 146th Street to Lake View Place;
LAKE VIEW PLACE from 120th Avenue to 155th Street;
155TH STREET from Lake View Place to 114th Avenue;
114TH AVENUE from 155th Street to Sutphin Boulevard;
30 SUTPHIN BOULEVARD from 114th Avenue to 112th Avenue;
and a high lever sewer in 114TH AVENUE from 155th Street to
Sutphin Boulevard, Fourth Ward, Borough of Queens.

Contract No. 1

Made by the firm or corporation of Welsh Bros. Cont., Co.

Address 14 Queens St., L. I. City.

40 NAME AND ADDRESS OF EACH AND EVERY MEMBER
OF THE FIRM OR PRINCIPAL OFFICERS
OF THE CORPORATION.

NOTE.—The bidder's name and residence or address must be inserted herebelow, and in case of a firm, the name and address of each and every member of the firm must be inserted.

EXHIBIT C-197 (*continued*).

In case a bid shall be submitted by or in behalf of any corporation, the complete legal name and address of such corporation must be written herebelow, together with the name, address and title of the principal officers of the corporation.

Name WILLIAM WELSH, Pres.

10 Address 14 Queens St., L. I. City

Name RICHARD WELSH, Secty

Address 14 Queens St., L. I. City

20 The party named above (of lawful age), as Bidder, declares: That the only person or persons interested in this bid or proposal as principal or principals is or are named above, and that no other person than herein above named has any interest in this bid or in the contract proposed to be taken; that this bid is made without any connection with any other person or persons making a bid for the same work or purpose; that the bid is in all respects fair and without collusion or fraud, and that no member of the Board of Aldermen, no head of a department, no chief of a bureau, deputy thereof, or clerk therein, nor any other officer or employee of The City of New York, is, shall be or become, directly or indirectly, interested as contracting party, partner, stockholder, surety or otherwise in the performance of the contract, or in the supplies, work or business to which it relates, or in any portion of the profits thereof, that he has examined the form of contract and specifications approved by the Corporation Counsel and that any plans therein referred to, and that he has visited the site of the proposed work and has made himself familiar with all the existing conditions; and he proposes and agrees, if this bid be accepted, that he will contract in the form so approved, to provide, furnish and deliver all necessary work, labor, services, materials or supplies, machinery, tools, plant, and appliances, and to perform and complete all the work mentioned in said approved form of contract and specifications, and in strict accordance with the terms and conditions thereof, and that he will accept in full payment therefor the following named sums or prices:

30

40

The Engineer's estimate of the quantities as advertised and the nature and extent of the work and materials or supplies required, though stated with as much accuracy as is practicable

EXHIBIT C-197 (continued).

10 in advance, are approximate only and are given to form a basis of comparison for testing bids and are not guaranteed to be accurate and are not considered as a binding feature of the contract. Before bidding, Contractors must satisfy themselves by personal examination of the Plans Specifications Contract and location of the proposed work and by such other means as they may prefer as to the accuracy of the foregoing statement and they must determine for themselves and allow for all difficulties which may be encountered in the prosecution of the work.

TYPE "A" OR SEWER DEPT. STANDARD.

1. 3,080 Linear Feet 3'-6" Plain Concrete Sewer, Per Linear Foot, Sixty Six Dollars (\$66.00).
- 20 2. 4,960 Linear Feet 3'-3" Plain Concrete Sewer, Per Linear Foot, Sixty Six Dollars (\$66.00).
3. 54 Manholes, Complete, Each, Three Hundred Dollars (\$300.00).
4. 7 Chambers, Complete, Each, Two Thousand Dollars (\$2,000.00).
- 30 5. 1,500 Vertical Feet "Risers" .C. I. Pipe Class "A"), Per Vertical Foot, Three Dollars (\$3.00).
6. 1,550 Linear Feet 6-inch Vitrified Pipe House Connection Drains, Per Linear Foot, Two and 50/100 Dollars (\$2.50).
7. Shoring and Supporting of 10'-0" x 8'-8" Masonry Aqueduct near N. Conduct Avenue, Complete, as shown on plan, exclusive of piling, Sum of Five Thousand Dollars (\$5,000.00).
- 40 8. Shoring and Supporting of 4'-0" C. I. Water Main, North of Masonry Main, Complete, as shown on plan, exclusive of piling, Sum of Twenty Five Hundred Dollars (\$2,500.00).
9. Shoring and Supporting of 4'-0" C. I. Water Main, South of Masonry Main, Complete, as shown on plan,

EXHIBIT C-197 (*continued*).

exclusive of piling, Sum of Twenty Five Hundred Dollars (\$2,500.00).

10. Shoring and Supporting of 6'-0" Water Main at South Conduit Avenue, Complete, as shown on plan, exclusive of piling, Sum of Thirty Five Hundred Dollars (\$3,500.00).

10

No bid will be allowed to be withdrawn, for any reason whatever, after it has been received and deposited with the President. The President expressly reserves the right to reject all bids if he shall deem it for the public interest so to do. No bid will be accepted from, nor contract awarded to, any person who is in arrears to The City of New York upon debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to The City of New York.

20

No bid or proposal will be received, considered and deposited unless, as a condition precedent to the reception or consideration of any proposal it be accompanied by either a certified check upon one of the State or National Banks of The City of New York, drawn and made payable to the order of the comptroller of The City of New York, or money to the amount of five per centum (5%) of the amount of the security or surety bond required for the faithful performance of the contract. Such check or money must not be inclosed in the sealed envelope containing the proposal, but must be either inclosed in a separate envelope addressed to the Borough President, or submitted personally upon the presentation of the bid or proposal and handed to the officer or clerk of the Department who has charge of the proposal box, and who will give a proper voucher for the deposit, and no bid can be deposited in said box until such check or money has been examined by said officer or clerk and found to be correct. All such deposits, except that made by the bidder to whom the contract shall be awarded, will be returned to the person or persons making the same within three (3) days after the decision as to who shall receive the contract. If the bidder to whom the contract shall have been awarded shall refuse or neglect to execute the same within five days after due notice that the contract has been awarded to him, and that the adequacy and sufficiency of the surety offered has been approved by the Comptroller, the amount of the deposit made by him shall be forfeited to and retained by The City of New York as liquidated damages for such neglect or refusal; but if he shall execute the contract and furnish

30

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EXHIBIT C-197 (*continued*).

the said security within the time aforesaid, the amount of the deposit shall be returned to him.

NOTE.—Each and every person bidding and named above must sign here. In the case of a firm, give the name of each and every partner in full.

10 In case a bid shall be submitted by or in behalf of a corporation, it must be signed in the full legal name of such corporation by some authorized officer or agent thereof, who shall subscribe his name and office. If practicable, the seal of the corporation must be affixed.

The following affidavit must be similarly signed and sworn to:

20 Each and every person bidding must sign here.

WELSH BROS. CONT., CO., [L. S.]

RICHARD J. WELSH, Sec. [L. S.]

THE CITY AND STATE OF NEW YORK, ss.:
COUNTY OF QUEENS,

30 The above-named bidder (s), being severally duly sworn, say, each for himself, that the several matters stated in the above bid are in all respects true.

Signature (s) of bidder (s).

WELSH BROS. CONT., CO.

RICHARD J. WELSH, Sec.

Subscribed and sworn to before me, this 9th day of July, 1925.

40

PETER P. CAMPBELL,

Notary Public, Queens County,

N. Y. No. 171.

EXHIBIT C-198.

EXHIBIT C-198

(Bid Sheet Welsh Bros. 150th Ave July 9th, 1925).

10

T Y P E B

No 1

THE CITY OF NEW YORK

Office of the

PRESIDENT OF THE BOROUGH OF QUEENS

20

—————
BUREAU OF SEWERS
—————

30

Sealed Bids or Proposals for the herein named work will be received at the office of the President of the Borough of Queens, on the 4th Floor of the Queens Subway Building, 68 Hunterspoint Avenue, Long Island City, Borough of Queens, in The City of New York, until 11 o'clock a. m.

ON JULY 9, 1925.

40

The time allowed for the completion of the work and the full performance of the contract is 175 CONSECUTIVE WORKING DAYS.

The liquidated damages for each day in excess of the allowed time, as stipulated in the contract, is twenty-five dollars per day.

The amount of SECURITY or surety bond required will be (\$250,000.00).

EXHIBIT C-198 (*continued*).

NOTE.—All bids must be submitted upon the proper blank form of bid and in the sealed envelope prepared and furnished by the Borough President, and must be made out as required. Any bid which fails to name the price, both in writing and in figures per unit of measurement for each and every item of the proposed work where quantities are given, or is incomplete, conditional, obscure, or irregular, may be held to be informal and 10 may be rejected, and in case of any discrepancy between the price written in and the bid and that given in figures, the price in writing will be considered as the bid. The writing must be in ink.

BID OR ESTIMATE

20 For the construction of sanitary sewers and appurtenances in;
150TH STREET from 150th Avenue to North Conduit Avenue;
NORTH CONDUIT AVENUE from 150th Street to 145th Street;
146TH STREET from North Conduit Avenue to 120th Avenue;
120TH AVENUE from 146th Street to Lake View Place;
LAKE VIEW PLACE from 120th Avenue to 155th Street;
155TH STREET from Lake View Place to 11th Avenue;
114TH AVENUE from 155th Street to Sutphin Boulevard;
SUTPHIN BOULEVARD from 114th Avenue to 112th Avenue;
30 and a high level sewer in 114TH AVENUE from 155th Street
to Sutphin Boulevard, Fourth Ward, Borough of Queens.

Contract No. 1

Made by the form or corporation of Welsh Bros. Cont. Co.,
Address 14 Queens St, L. I. City

40 NAME AND ADDRESS OF EACH AND EVERY MEMBER
OF THE FIRM OR PRINCIPAL OFFICERS
OF THE CORPORATION.

NOTE.—The bidder's name and residence or address must be inserted herebelow, and in case of a firm, the name and address of each and every member of the firm must be inserted.

EXHIBIT C-198 (*continued*).

In case a bid shall be submitted by or in behalf of any corporation, the complete legal name and address of such corporation must be written herebelow, together with the name, address and title of the principal officers of the corporation.

Name William Welsh, Pres.

10 Address 14 Queens St., L. I. City

Name Richard Welsh, Secty.

Address 14 Queens St., L. I. City

20 The party named above (of lawful age), as Bidder, declares: That the only person or persons interested in this bid or proposal as principal or principals is or are named above, and that no other person than herein above named has any interest in this bid or in the contract proposed to be taken; that this bid is made without any connection with any other person or persons making a bid for the same work or purpose; that the bid is in all respects fair and without collusion or fraud, and that no member of the Board of Aldermen, no head of a department, no chief of a bureau, deputy thereof, or clerk therein, nor any other officer or employee of The City of New York, is, shall be or become, directly or indirectly, interested as contracting party, partner, stockholder, surety or otherwise in the performance of the contract, or in the supplies, work or business to which it relates, or in any portion of the profits thereof, that he has examined the form of contract and specifications approved by the Corporation Counsel and any plans therein referred to, and that he has visited the site of the proposed work and has made himself familiar with all the existing conditions; and he proposes and agrees, if this bid be accepted, that he will contract in the form so approved, to provide, furnish and deliver all necessary work, labor, services, materials or supplies, machinery, tools, plant, and appliances, and to perform and complete all the work mentioned in said approved form of contract and specifications, and in strict accordance with the terms and conditions thereof, and that he will accept in full payment therefor the following named sums or prices:

30

40

The Engineer's estimate of the quantities as advertised and the nature and extent of the work and materials or supplies required, though stated with as much accuracy as is practicable

EXHIBIT C-198 (*continued*).

10 in advance, are approximate only and are given to form a basis of comparison for testing bids and are not guaranteed to be accurate and are not considered as a binding feature of the contract. Before bidding, Contractors must satisfy themselves by personal examination of the Plans, Specifications, Contract, and location of the proposed work, and by such other means as they may prefer, as to the accuracy of the foregoing statement, and they must determine for themselves, and allow for all difficulties which may be encountered in the prosecution of the work.

T Y P E "B"

1. 3,080 Linear Feet 3'-6" Reinforced Concrete Pipe Sewer (Precast Type "B"), Per Linear Foot, Sixty Three 50/100 Dollars (\$63.50).
- 20 2. 4,960 Linear Feet 3'-3" Reinforced Concrete Pipe Sewer (Precast Type "B"), Per Linear Foot, Sixty Three 50/100 Dollars (\$63.50).
3. 54 Manholes, Complete, Each, Three Hundred Dollars (\$300.00).
4. 7 Chambers, Complete, Each, Two Thousand Dollars (\$2,000.00).
- 30 5. 1,500 Vertical Feet "Risers" (C. I. Pipe Class "A"), Per Vertical Foot, Three Dollars (\$3.00).
6. 1.550 Linear Feet 6-inch Vitrified Pipe House Connection Drains, Per Linear Foot, Two and 50/100 Dollars (\$2.50).
7. Shoring and Supporting of 10'-0" x 8'-8" Masonry Aqueduct, near N. Conduit Avenue, Complete, as shown on plan, exclusive of piling, Sum of Five Thousand Dollars (\$5,000.00).
- 40 8. Shoring and Supporting of 4'-0" C. I. Water Main, North of Masonry Main, Complete, as shown on plan, exclusive of piling, Sum of twenty Five Hundred Dollars (\$2,500.00).

EXHIBIT C-198 (*continued*).

9. Shoring and Supporting of 4'-0" C. I. Water Main, South of Masonry Main, Complete, as shown on plan, exclusive of piling, Sum of Twenty Five Hundred Dollars (\$2,500.00).
10. Shoring and Supporting of 6'-0" Water Main at South Conduit Avenue, Complete, as shown on plan, exclusive of piling, Sum of Thirty Five Hundred Dollars (\$3,500.00).

20 No bid will be allowed to be withdrawn, for any reason whatever, after it has been received and deposited with the President. The President expressly reserves the right to reject all bids if he shall deem it for the public interest so to do. No bid will be accepted from, nor contract awarded to, any person who is in arrears to The City of New York upon debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to The City of New York.

30 No bid or proposal will be received, considered and deposited unless, as a condition precedent to the reception or consideration of any proposal it be accompanied by either a certified check upon one of the State or National Banks of The City of New York, drawn and made payable to the order of the comptroller of The City of New York, or money to the amount of five per centum (5%) of the amount of the security or surety bond required for the faithful performance of the contract. Such check or money must not be inclosed in the sealed envelope containing the proposal, but must be either inclosed in a separate envelope addressed to the Borough President, or submitted personally upon the presentation of the bid or proposal and handed to the officer or clerk of the Department who has charge of the proposal box, and who will give a proper voucher for the deposit, and no bid can be deposited in said box until such check or money has been examined by said officer or clerk and found to be correct. All such deposits, except that made by the bidder to whom
40 the contract shall be awarded, will be returned to the person or persons making the same within three (3) days after the decision as to who shall receive the contract. If the bidder to whom the contract shall have been awarded shall refuse or neglect to execute the same within five days after due notice that the contract has been awarded to him, and that the adequacy and sufficiency of the surety offered has been approved by the Comptroller, the amount of the deposit made by him shall be forfeited to and re-

EXHIBIT C-198 (*continued*).

tained by The City of New York as liquidated damages for such neglect or refusal; but if he shall execute the contract and furnish the said security within the time aforesaid, the amount of the deposit shall be returned to him.

10 NOTE.—Each and every person bidding and named above must sign here. In the case of a firm, give the name of each and every partner in full.

In case a bid shall be submitted by or in behalf of a corporation, it must be signed in the full legal name of such corporation by some authorized officer or agent thereof, who shall subscribe his name and office. If practicable, the seal of the corporation must be affixed.

20 The following affidavit must be similarly signed and sworn to:

Each and every person bidding must sign here.

WELSH BROS. CONT., CO., [L. S.]

RICHARD J. WELSH, Sec. [L. S.]

THE CITY AND STATE OF NEW YORK, ss.:
COUNTY OF QUEENS,

30 The above-named bidder (s), being severally duly sworn, say, each for himself, that the several matters stated in the above bid are in all respects true.

Signature (s) of bidder (s).

WELSH BROS. CONT., CO.

RICHARD J. WELSH, Sec.

40 Subscribed and sworn to before me, this 9th day of July, 1925.

PETER P. CAMPBELL,

Notary Public, Queens County,

N. Y. No. 171.

EXHIBIT C-51

EXHIBIT C-51

(Summary of Proposals for bidders of 150th Street)

10

BUREAU OF ENGINEERING-CONSTRUCTION

DIVISION OF SEWERS

COMPILATION OF BIDS OPENED JULY 9th, 1925.

20

NO. 1 For the construction of sanitary sewers and appurtenances in 150TH STREET from 150th Avenue to No. Conduit Avenue; NORTH CONDUIT AVENUE FROM 150th Street to 146th Street; 146TH STREET from North Conduit Avenue to 120th Avenue; 120TH AVENUE from 146th Street to Lake View Place; LAKE VIEW PLACE from 120th Avenue to 155th Street; 155TH STREET from Lake View Place to 114th Avenue; 115TH AVENUE from 155th Street to Sutphin Boulevard; SUTPHIN AVENUE from 155th Street to Sutphin Boulevard; SUTPHIN BOULEVARD from 114th Avenue to 112th Avenue; and a high level sewer in 114TH AVENUE from 155th Street to Sutphin Boulevard, Fourth Ward, Borough of Queen.

CONTRACT No. 1

30

TYPE "A" OR SEWER DEPT. STANDARD.

WELSH BROS. CONT. CO.	582,715.00
OXFORD ENG. CORP.	720,125.00

T Y P E "B"

OXFORD ENG. CORP.	546,325.00
WELSH BROS. CONT. CO.	562,615.00

40

EXHIBIT C-238.

EXHIBIT C-238

(Bid sheet of Oxford Eng. Corporation for the 150th Street).

10

T Y P E "A"

No. 1

THE CITY OF NEW YORK

Office of the

PRESIDENT OF THE BOROUGH OF QUEENS

20

BUREAU OF SEWERS

Sealed Bids or Proposals for the herein named work will be received at the office of the President of the Borough of Queens, on the 4th Floor of the Queens Subway Building, 68
30 Hunterspoint Avenue, Long Island City, Borough of Queens, in The City of New York, until 11 o'clock a. m.

ON JULY 9, 1925

The time allowed for the completion of the work and the full performance of the contract is 175 CONSECUTIVE WORK-
INK DAYS.

40 The liquidated damages for each day in excess of the allowed time, as stipulated in the contract, is twenty-five dollars per day.

The amount of SECURITY or surety bond required will be (\$250,000.00).

NOTE.—All bids must be submitted upon the proper blank form of bid and in the sealed envelope prepared and furnished

EXHIBIT C-238 (continued).

- 10 by the Borough President, and must be made out as required. An bid which fails to name the price, both in writing and in figures per unit of measurement for each and every item of the proposed wor where quantities are given, or is incomplete, conditional, obscure, or irregular, may be held to be informal and may be rejected, and in case of any discrepancy between the price written in and the bid and that given in figures, the price in writing will be considered as the bid. The writing must be in ink.

BID OR ESTIMATE

- 20 For the construction of sanitary sewers and appurtenances in:
150TH STREET from 150th Avenue to North Conduit Avenue;
NORTH CONDUIT AVENUE from 150th Street to 146th Street;
146TH STREET from North Conduit Avenue to 120th Avenue;
120TH AVENUE from 146th Street to Lake View Place;
LAKE VIEW PLACE from 120th Avenue to 155th Street;
155TH STREET from Lake View Place to 114th Avenue;
114TH AVENUE from 155th Street to Sutphin Boulevard;
SUTPHIN BOULEVARD from 114th Avenue to 112th Avenue;
30 and a high level sewer in 114TH AVENUE from 155th Street to
Sutphin Boulevard, Fourth Ward, Borough of Queens.

Contract No. 1

Made b the fir mor corporation of Oxford Engineering Corp.
Address 1700 Neck Road, Brooklyn, N. Y.

NAME AND ADDRESS OF EACH AND EVERY MEMBER
4 OF THE FIRM OR PRINCIPAL OFFICERS
OF THE CORPORATION.

NOTE.—The bidder's name and residence or address must be inserted herebelow, and in case of a firm, the name and address of each and every member of the firm must be inserted.

EXHIBIT C-238 (*continued*).

In case a bid shall be submitted by or in behalf of any corporation, the complete legal name and address of such corporation must be written herebelow, together with the name, address and title of the principal officers of the corporation.

- 10 Name Oxford Engineering Corp.
Address 1700 Neck Road, Brooklyn, N. Y.
- Name C. H. Blitman, Pres.
Address 25 Maple St., Brooklyn, N. Y.
- Name Geo. A. Everett, Vice Pres.
Address 10330, 109th St., Richmond Hill
- 20 Name John F. Manning, Secy.
Address 273 Ocean Parkway, Brooklyn, N. Y.

30 The party named above (of lawful age), as Bidder, declares: That the only person or persons interested in this bid or proposal as principal or principals is or are named above, and that no other person than herein above named has any interest in this bid or in the contract proposed to be taken; that this bid is made without any connection with any other person or persons making a bid for the same work or purpose; that the bid is in all respects fair and without collusion or fraud, and that no member of the Board of Aldermen, no head of a department, no chief of a bureau, deputy thereof, or clerk therein, nor any other officer or employee of The City of New York, is, shall be or become, directly or indirectly, interested as contracting party, partner, stockholder, surety or otherwise in the performance of the contract, or in the supplies, work or business to which it relates, or in any portion of the profits thereof, that he has examined the

40 form of contract and specifications approved by the Corporation Counsel and any plans therein referred to, and that he has visited the site of the proposed work and has made himself familiar with all the existing conditions: and he proposes and agrees, if his bid be accepted, that he will contract in the form so approved, to provide, furnish and deliver all necessary work, labor, services, materials or supplies, machinery, tools, plant, and appliances, and to perform and complete all the work mentioned in

EXHIBIT C-238 (continued).

said approved form of contract and specifications, and in strict accordance with the terms and conditions thereof, and that he will accept in full payment therefor the following named sums or prices:

10 The Engineer's estimate of the quantities as advertised and the nature and extent of the work and materials or supplies required, though stated with as much accuracy as is practicable in advance, are approximate only and are given to form a basis of comparison for testing bids and are not guaranteed to be accurate and are not considered as a binding feature of the contract. Before bidding, Contractors must satisfy themselves by personal examination of the Plans, Specifications, Contract, and location of the proposed work, and by such other means as they may prefer, as to the accuracy of the foregoing statement, and they must determine for themselves, and allow for all difficulties
20 which may be encountered in the prosecution of the work.

TYPE "A" OR SEWER DEPT. STANDARD.

1. 3,080 Linear Feet 3'-6" Plain Concrete Sewer, Per Linear Foot, Eighty five and no/100 Dollars (\$85.00).
- 30 2. 4,900 Linear Feet 3'-3" Plain Concrete Sewer, Per Linear Foot, Eighty five and no/100 Dollars (\$85.00).
3. 54 Manholes, Complete, Each, Two hundred and no/100 Dollars (\$200.00).
4. 7 Chambers, Complete, Each, One thousand five hundred and no/100 Dollars (\$1,500.00).
- 40 5. 1,500 Vertical Feet "Risers" (C. I. Pipe Class "A"), Per Vertical Foot, Two and 50/100 Dollars (\$2.50).
6. 1,550 Linear Feet 6-inch Vitrified Pipe House Connection Drains, Per Linear Foot, Two and 50/100 Dollars (\$2.50).

EXHIBIT C-238 (continued).

7. Shoring and Supporting of 10'-0" x 8'-8" Masonry Aqueduct near N. Conduit Avenue, Complete, as shown on plan, exclusive of piling, Sum of Five thousand and no/100 Dollars (\$5,000.00).
- 10 8. Shoring and Supporting of 4'-0" C. I. Water Main, North of Masonry Main, Complete, as shown on plan, exclusive of piling, Sum of Nine hundred and no/100 Dollars (\$900.00).
9. Shoring and supporting of 4'-0" C. I. Water Main, South of Masonry Main, Complete, as shown on plan, exclusive of piling, sum of Nine hundred and no/100 Dollars (\$900.00).
- 20 10. Shoring and Supporting of 6'-0" Water Main at South Conduit Avenue, Complete, as shown on plan, exclusive of piling, Sum of One thousand and no/100 Dollars (\$1,000.00).

30 No bid will be allowed to be withdrawn, for any reason whatever, after it has been received and deposited with the President. The President expressly reserves the right to reject all bids if he shall deem it for the public interest so to do. No bid will be accepted from, nor contract awarded to, any person who is in arrears to The City of New York upon debt or contract, or who is a defaulter, as surety or otherwise, upon any obligations to The City of New York.

40 No bid or proposal will be received, considered and deposited unless, as a condition precedent to the reception or consideration of any proposal it be accompanied by either a certified check upon the State or National Banks of The City of New York, drawn and made payable to the order of the Comptroller of The City of New York, or money to the amount of five per centum (5%) of the amount of the security or surety bond required for the faithful performance of the contract. Such check or money must not be inclosed in the sealed envelope containing the proposal, but must be either inclosed in a separate envelope addressed to the Borough President, or submitted personally upon the presentation of the bid or proposal and handed to the

EXHIBIT C-238 (continued).

officer or clerk of the Department who has charge of the proposal box, and who will give a proper voucher for the deposit, and no bid can be deposited in said box until such check or money has been examined by said officer or clerk and found to be correct. All such deposits, except that made by the bidder to whom the contract shall be awarded, will be returned to the person to
10 the person or persons making the same within three (3) days after the decision as to who shall receive the contract. If the bidder to whom the contract shall have been awarded shall refuse or neglect to execute the same within five days after due notice that the contract has been awarded to him, and that the adequacy and sufficiency of the surety offered has been approved by the Comptroller, the amount of the deposit made by him shall be forfeited to and retained by The City of New York as liquidated damages for such neglect or refusal; but if he shall
20 execute the contract and furnish the said security within the time aforesaid, the amount of the deposit shall be returned to him.

NOTE.—Each and every person bidding and named above must sign here. In the case of a firm, give the name of each and every partner in full.

30 In case a bid shall be submitted by or in behalf of a corporation, it must be signed in the full legal name of such corporation by some authorized officer or agent thereof, who shall subscribe his name and office. If practicable, the seal of the corporation must be affixed.

The following affidavit must be similarly signed and sworn to:

Each and every person bidding must sign here.

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Oxford Engineering Corp. [L. S.]

George A. Everett, Vice Pres. [L. S.]

EXHIBIT C-238 (*continued*).

THE CITY AND STATE OF NEW YORK, ss.:
COUNTY OF KINGS

The above-named bidder(s), being severally duly sworn,
say, each for himself, that the several matters stated in the above
10 bid are in all respects true.

Signature(s) of bidder(s)

Oxford Engineering Corp.

George A. Everett, Vice Pres.

Subscribed and sworn to before me, this 8th day of July, 1925.

20 IRVING N. BLITMAN,
Notary Public, Kings Co. Clerk's No.
Kings County Register's No.
Commission expires March 30, 1926

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EXHIBIT C-137.

EXHIBIT C-137

10 (Contract between the City of New York and Oxford Engineering Corporation for the construction of sanitary sewers and appurtenance in 150th street from 150th avenue to North Conduit avenue from 150th street to 146th street; 146th street from North Conduit avenue to 120th avenue; 120th avenue from 146th street to Lake View place; Lake View place from 120th avenue to 155th street; 155th avenue from Lake View place to 114th avenue; 114th avenue from 155th street to Sutphin boulevard; Sutphin boulevard from 114th avenue to 112th avenue, Fourth Ward, Borough of Queens).

RESOLUTION

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BOARD OF ESTIMATE AND APPORTIONMENT

CITY OF NEW YORK

(Cal. No. 383)

30 Whereas, The President of the Borough of Queens has transmitted to the Board of Estimate and Apportionment a copy of a resolution of the Local Board of the Jamaica District, duly adopted by said Board on the 1st day of Ma, 1924, and approved by the President of the Borough of Queens on the 19th day of May, 1924, initiating proceedings for the following local improvement, to wit:

40 "For the construction of sanitary sewers and appurtenances in 150th street from 150th avenue to North Conduit avenue from 150th street to 146th street; 146th street from North Conduit avenue to 120th avenue; 120th avenue from 146th street to Lake View place; Lake View place from 120th avenue to 155th street; 155th avenue from Lake View place to 114th avenue; 114th avenue from 155th street to Sutphin boulevard; Sutphin boulevard from 114th avenue to 112th avenue, Fourth Ward, Borough of Queens.

—and which resolution is accompanied with an approximate estimate of the cost of the work and the assessed value of the property benefited.

EXHIBIT C-137 (*continued*).

Resolved, That the Board of Estimate and Apportionment hereby authorizes the President of the Borough of Queens to prepare plans, specifications and an estimate of cost based on actual survey, and also to secure a determination of the boundary of the district of assessment; the entire expense of the work done subsequent to the date of this authorization to be charged
10 against the Street Improvement Fund and later included in the assessment.

Resolved, That the Board of Estimate and Apportionment will consider the authorization of the construction of the said improvement after the President of the Borough of Queens has submitted a statement showing that all of the above-described work has been done, that he has secured the approval of the form of contract by the Corporation Counsel, that he is prepared
20 to place the improvement under contract as soon as he receives the consent of the Board, and that the assessment map will be completed on or before the date of payment on acceptance; this report to be accompanied by a further statement showing the quantity of work to be performed under each item and the unit price thereof, the expense incurred for preliminary work, the allowance to be made for additional engineering and contingencies, the total probable cost, and the number of working days to be allowed the contractor for carrying out the work.

30 A true copy of resolution adopted by the Board of Estimate and Apportionment, JANUARY 29, 1925.

JAMES MATTHEWS,
Assistant Secretary.

EXHIBIT C-137 (*continued*).

BOARD OF ESTIMATE AND APPORTIONMENT

CITY OF NEW YORK

(Cal. No. 43-A)

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A copy of a resolution of the Local Board of the Jamaica District, duly adopted by said Board on the 1st day of May, 1924, and approved by the President of the Borough of Queens on the 19th day of May, 1924, having been transmitted to the Board of Estimate and Apportionment initiating proceedings for the following local improvement, to wit:

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“For the construction of sanitary sewers and appurtenances in 150th street from 150th avenue to North Conduit avenue; North Conduit avenue from 150th street to 146th street; 146th street from North Conduit avenue to 120th avenue; 120th avenue from 146th street to Lake View place from 120th avenue to 155th street; 155th street from Lake View place to 114th avenue; 114th 114th avenue from 155th street to Sutphin boulevard; Sutphin boulevard from 114th avenue to 112th avenue, Fourth Ward, Borough of Queens.”

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—and thereupon on the 29th day of January, 1925, resolutions having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of Queens to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey, and further resolving that the Board of Estimate and Apportionment would consider the authorization of the construction of the proposed improvement after the President of the Borough of Queens, had submitted certain statements as provided in the said resolutions, and the said resolutions having been duly complied with by the President of the Borough of Queens, in so far as they relate to Section No. 1 of the proposed improvement, this

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comprising the work of constructing sanitary sewers and appurtenances in 150th street from 150th avenue to North Conduit avenue; North Conduit avenue from 150th street to 146th street; 146th street from North Conduit avenue to 120th avenue, and 120th avenue from 146th street to 153rd street, as appears by papers and documents on the files of the Board of Estimate and Apportionment, and there having been presented to the Board

EXHIBIT C-137 (*continued*).

4of Estimate and Apportionment an estimate in writing in such detail as the Board has directed that the cost of the proposed or improvement, together with the preliminary expenses, will be teh sum of \$598,600; and a statement of the assessed value according to the last preceding tax roll of the real estate included within the probable area of assessmnt, to wit, th sum of \$55,-
10 317,000, having been presented; it is

Resolved, That the said resolution of the Local Board be and the same is hereby approved and the construction of Section No. 1 of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local im-
20 provement.

A true copy of resolution adopted by the Board of Estimate and Apportionment, MAY 22, 1925.

JAMES MATTHEWS,

Assistant Secretary.

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EXHIBIT C-137 (*continued*).

THE CITY OF NEW YORK

Office of

THE PRESIDENT OF THE BOROUGH OF QUEENS

10 Maurice E. Connolly
President

Bernard M. Patten
Secretary to President

Long Island City, July 29, 1925.

20 Hon. Charles L. Craig,
Comptroller, City of New York.

Sir:—

I beg to transmit herewith, for registration in the Department of Finance, the following described contracts:—

30 CONTRACT NO. 1

40 For the construction of sanitary sewers and appurtenances in 150TH STREET from 150th Avenue to North Conduit Avenue; NORTH CONDUIT AVENUE from 150th Street to 146th Street; 146TH STREET from North Conduit Avenue to 120th Avenue; 120TH AVENUE from 146th Street to Lake View Place; LAKE VIEW PLACE from 120th Avenue to 155th Street; 155TH STREET from Lake View Place to 114th Avenue; 114TH AVENUE from 155th Street to Sutphin Boulevard; SUTPHIN BOULEVARD from 114th Avenue to 112th Avenue; and a high level sewer in 114TH AVENUE from 155th Street to Sutphin Boulevard, Fourth Ward, Borough of Queens.

EXHIBIT C-137 (*continued*).

“For the construction of a receiving basin and appurtenances on the southwest corner of 97TH AVENUE (Beaufort Avenue) and Van Wyck Avenue, Fourth Ward, Borough of Queens, under Section 435 of the Charter.”

10 “For furnishing and delivering to the Bureau of Highways, as directed, in the Borough of Queens, 15,000 GRANITE PAVING BLOCKS.”

Yours very truly,

Act'g President of the Borough of Queens.

JJR-PJH
encls

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EXHIBIT C-137 (continued).

CITY OF NEW YORK
office of the
PRESIDENT OF THE BOROUGH OF QUEENS

10 **Maurice E. Connolly**
President
Bernard M. Patten
Secretary to President

Long Island City, August 1, 1925.

20 **Hon. Charles L. Craig,**
Comptroller, City of New York.

Sir:—

Referring to contract, No. 75939;—

CONTRACT NO. 1

30 "For the construction of sanitary sewers and appurtenances in
150TH STREET from 150th Avenue to North Conduit Avenue;
NORTH CONDUIT AVENUE from 150th Street to 146th Street;
146TH STREET from North Conduit Avenue to 120th Avenue;
120TH AVENUE from 146th Street to Lake View Place;
LAKE VIEW PLACE from 120th Avenue to 155th Street;
155TH STREET from Lake View Place to 114th Avenue;
40 114TH AVENUE from 155th Street to Sutphin Boulevard;
SUTPHIN BOULEVARD from 114th Avenue to 112th Avenue;
and a high level sewer in 114TH AVENUE from 155th Street to
Sutphin Boulevard, Fourth Ward, Borough of Queens."

EXHIBIT C-137 (*continued*).

I beg to inform you that the contractor, Oxford Engineering Corporation, 1700 Neck Road, Brooklyn, N. Y., has been ordered to begin work on said contract within seven days after service by mail or otherwise, of the notice, irrespective of the date of same.

10

Yours very truly,

MAURICE E. CONNOLLY,

President of the Borough of Queens.

JJR-PJH

THE NOTICE TO CONTRACTOR WAS MAILED AUG. 3, 1925.

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CITY OF NEW YORK

office of the

PRESIDENT OF THE BOROUGH OF QUEENS

30

Maurice E. Connolly
President

Joseph Flanagan
Borough Secretary

Long Island City, January 13, 1927.

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Hon. Chas. W. Berry, Comptroller,
Department of Finance,
Municipal Building,
New York City, N. Y.

Dear Sir:—

In accordance with the recommendation of the Engineer of Sewers, this Department, I have granted an extension of time of one hundred and thirty-six (136) days, to the Oxford Engineer-

EXHIBIT C-137 (*continued*).

ing Corporation, 1702 Neck Road, Brooklyn, N. Y., in which to complete the work in connection with Contract No. 75939 —

“For the construction of a sanitary sewer, etc., in 150TH ST., from 150th Ave. to N. Conduit Ave., etc., 4th Ward (Contract #1).”

10

While the contractor began work on the date he was ordered to begin, the work was delayed for the following reasons: Extraordinary quantities of water were encountered throughout this entire contract, and, while it was the intention of the contractor to start in two or three places, he was unable to do so for the reason that there was no place to dispose of the water. It was necessary that he begin at the outlet and to build the sewer continuously, in order to use the completed part of the sewer to drain off the water. This necessitated slow work and the use of one machine and one gang only; and it is for the above reasons that an extension of time was granted.

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Very truly yours,

MAURICE E. CONNOLLY,

President of the Borough of Queens.

JK

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