

UNIVERSITY OF LONDON

-8 JUL 1953

INSTITUTE  
LEGAL STUDIES

NO. 956.

**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 10.—PAGES 4501. TO 5000.**

**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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NO. 956.

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and en reprise d'instance.

RESPONDENTS

— & —

*The Montreal Safe Deposit Company,*

TIERS-SAISIS

---

## C A S E

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EXHIBIT C-137 (continued).

CORPORATION

GENERAL RELEASE

TO ALL TO WHOM THESE PRESENTS SHALL COME OR

10 MAY CONCERNE, GREETNG :

KNOW YE, That OXFORD ENG'G CORP.

.....1700 Neck Road, Broklyn, N. Y.

20 for and in consideration of the sum of ONE HUNDRED THOU-  
 SAND NINE HUNDRED FIFTY SIX 65/100 Rollars, 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  
 30 remised, released and forever discharged, and by these presents  
 does for itslf, its successors and assigns, remise, release and fore-  
 ever discharge the said 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,  
 acounts, recoknings, bonds, bills, specialties, covenants contracts,  
 controversies, agreements, promises, variances, trespasses, dam-  
 ages, judgments, extents, executions, claims and demands what-  
 oever in law or in equity, which against them it ever had, now  
 40 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 agree-  
 ment made the 28th day of July, A. D., 1925, by and between  
 OXFORD ENG'G CORP. and the said The City of New York,  
 for CONTRACT NO. 74393, Sewr, 150th St. &c., or by reason of  
 any matter, cause or thing whatever resulting or arising there-  
 from the beginning of the world to the day of the date of these  
 presents. EXCEPTING the sum of \$1721.35 retained as repair-  
 ing security and further excepting any claim it may have to the  
 sum of \$2,500.: deducted for difference in plans for undermin-  
 ing aqueduct, which claim is not hereby released by it nor con-  
 ceded by the City of New York.

IN WITNESS WHEREOF, OXFORD ENG'G CORP.  
has caused its corporate seal to be affixed hereto and its corpor-

EXHIBIT C-137 (*continued*).

ate name to be signed to these presents by its President this  
23th day of May, in the year one thousand, nine hundred and

OXFORD ENGINEERING CORP.

by: Charles H. Blitman, Pres. [L. S.]

10 SEALED AND DELIVERED IN THE PRESENCE OF

James J. Deegan.

ORIGINAL DELIVERED TO CHIEF AUDITOR.

20 CONTRACT NO. 1—Includes 150th St., from 150th Ave, to N.  
Conduit Ave; N. Conduit Ave, from 150th St. to 146th St.; 146th  
Street, from N. Conduit Ave. to 120th Ave.; 120th Avenue, from  
146th St. to 153rd St.

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30

40

EXHIBIT C-137 (*continued*).

THE CITY OF NEW YORK  
office of the  
PRESIDENT OF THE BOROUGH OF QUEENS

10

BUREAU OF THE SEWERS.

CONTRACT NO. 1

CONTRACT

For the construction of sanitary sewers and appurtenances in  
150TH STREET from 150th Ave. to North Conduit Ave.;  
20 NORTH CONDUIT AVENUE from 150th St. to 146th St.;  
146TH STREET from North Conduit Ave. to 120th Ave.;  
120TH AVENUE from 146th St. to Lake View Place;  
LAKE VIEW PLACE from 120th Ave. to 155th St.;  
155TH STREET from Lake View Place to 114th Ave.;  
114TH AVENUE from 155th St. to Sutphin Boulevard;  
SUTPHIN BOULEVARD from 114th Ave. to 112th Ave.;  
and a high level sewer in 114TH AVENUE from 155th St. to  
Sutphin Boulevard, Fourth Ward, Borough of Queens, together  
with all the work incidental thereto.

30

Parties.

THIS AGREEMENT, made and entered into this 28th day  
of July, 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 Oxford Eng.  
Corp. of 1700 Neck Road, Brooklyn, Contractor, party of the  
second part, pursuant to the provisions of The Greater New York  
40 Charter, and the resolution of The Board of Estimate and Ap-  
portionment adopted on the 29th day of January, 1925, of which  
resolution 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

EXHIBIT C-137 (*continued*).

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:

10 Contract.

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 April 4th, 1925, filed in the office of the President of the Borough, entitled:

20 PLAN, PROFILE and DETAILS 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, and also Drawings of Standard Details pertinent  
30 thereto on file in the office of the Engineer.

Party of the first part.

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 thereto, or the President of the Borough of Queens, or his authorized representative.

40 Party of the second 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.

Engineer described.

III. Whenever the word "Engineer," or a pronoun in place thereof, is used, it refers to and means the Engineer in

EXHIBIT C-137 (*continued*).

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.

10 Terms defined.

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," 20 "suitable," "sufficient," "satisfactory," or others of a similar purport are 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 30 good substantial manner, to the satisfaction of the President, and in conformity with the contract, the hereinbefore entitled work and all the work incidental hereto, 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:

40 T Y P E "B"

3'-6" Reinforced Concrete Pipe Sewer, (Precast Type "B")  
Per Linear Foot, Sixty four Dollars (\$64.00).

3'-3" Reinforced Concrete Pipe Sewer, (Precast Type "B").  
Per Linear Foot, Sixty three Dollars (\$63.00).

Manholes, Complete, Each, Two hundred Dollars (\$20.0).

EXHIBIT C-137 (continued):

Chambers, Complete, Each, Fifteen hundred Dollars (\$1,500.00).

“Risers” (C. I. Pipe Class “A”), Per Vertical Foot, Two 50/100 Dollars (\$2.50).

10 6-inch Vitrified Pipe House Connection Drains, Per Linear Foot, Two 50/100 Dollars (\$2.50).

Shoring and Supporting of 10'-0" x 8'-8" Masonry Aqueduct near N. Conduit Ave., Complete, as shown on plan, exclusive of piling, Sum of Five thousand Dollars (\$5,000.00).

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 Dollars (\$900.00).

20 Shoring and Supporting of 6'-0" Water Main at S. Conduit Avenue, Complete, as shown on plan, exclusive of piling, Sum of, One thousand Dollars (\$1,000.00).

.....  
.....  
.....

30 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 W. A. Shipley,

Act'g President of the Borough of Queens.

OXFORD ENG. CORP.

Contractor

40

By George A. Everett, Vice-Pres.

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

On this 29th day of July, 1925, before me personally came W. A. Shipley to me known and known to me to be the Acting



EXHIBIT C-137 (*continued*).

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 purpose therein mentioned.

10

JEFFERSON J. REILLY,

Commissioner of Deeds, New York City.  
Commission Expires Apr. 22nd 1926  
Commissioner of Deeds, No. 926  
Certificate filed in Queens County  
City of New York

Certificate of acknowledgment of Contractor,  
if a corporation.

20 The City and State of New York, ss.:

On this 28th day of July, 1925, before me personally came George A. Everett, to me known, who, being by me duly sworn, did depose and say that he resides in the City of Brooklyn and is the Vice President of Oxford Eng. Corp. 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.

30

JEFFERSON J. REILLY,

Commissioner of Deeds, The City of New York.

JEFFERSON J. REILLY,

Commissioner of Deeds, New York City.  
Commissioner of Deeds, No. 926  
City of New York

40

Certificate filed in Queens County  
Commission Expires Apr. 22nd 1926

KNOW ALL MEN BY THESE PRESENTS, That we OXFORD ENG. CORP. hereinafter called the "Contractor," and United States Fidelity and Guaranty Company, Eagle Indem-

**EXHIBIT C-137 (continued).**

nity Co., The Fidelity and Casualty Co. of N. Y., Fidelity and Deposit Co. of M<sup>l</sup> and Stanard Accident Insurance Co., hereinafter called the "Surety," are held and firmly bound unto The City of New York, in the sum of Two hundred fifty 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 28th day of July, 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 150th Ave. to No. Conduit Ave., etc., 4th Ward, together with all the work incidental thereto, as is fully and at large set forth and described in the contract aforesaid.

CONTRACT NO. 1—Includes 150th St. from 150th Ave. to N. Conduit Ave.: N. Conduit Avenue from 150th St. to 146th St.; 146th Street from N. Conduit Ave. to 120th Ave.; 120th Avenue from 146th St to 153rd St.

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.

OXFORD ENG. CORP. [L. S.]  
Contractor  
By George A. Everett, Vice Pres.

**EXHIBIT C-137 (continued).**

United States Fidelity and Guaranty Co.  
By C. D. MARSAC,  
Attest. Adolphus A. JACKSON,  
Attorney-in-Fact

10 Standard Accident Insurance Company  
By C. A. WOLF,  
Resident Vice President  
Attest M. BYRNE,  
Resident Asst. Secretary

20 Fidelity and Deposit Company of Maryland  
By HELEN PETERSEN  
Attorney-in-Fact  
Attest LOUIS C. FIELD  
Attorney-in-Fact

Eagle Indemnity Company  
By J. P. HUNTING  
Attorney-in-Fact

The Fidelity and Guaranty Company of New York,  
By J. O. ADAMS,  
Attorney-in-Fact

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

40 On thi 28th day of July, 1925, before me personally came George A. Everett to me known, who, being by me duly sworn, did depose and say that he resides in Brooklyn that he is the Vice President of the Oxford Eng. Corp. 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,  
Commissioner of Deeds, The City of New York.  
Commission Expires Apr. 22nd, 1926  
Commissioner of Deeds, No. 926  
Certificate filed in Queens County  
City of New York

**EXHIBIT C-137 (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 Five hundred forty six thousand three hundred twenty five DOLLARS (\$546,325.00), and is chargeable to the Street Improvement Fund of The City of New York.

W. A. SHIPLEY,  
Act'g President of the Borough of Queens.

20 THE CITY OF NEW YORK, JUL 29, 1925.

**SPECIFICATIONS**

(Extracts)

.....  
.....  
.....

30 **CONCRETE.**

Class A concrete.

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

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.....

40 **TYPE "B"**

Cement Concrete Pipe With Reinforcement.

General dimensions of pipes and minimum test load per lin. ft. of pipe.

**EXHIBIT C-137 (continued).**

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.

	Size.	Minimum Thickness.	Minimum Length in Feet.	Minimum Joint Length Inches.	Minimum Test Load Per Lin. Foot of Pipe.	
10	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.	
	20	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.	
30		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.**

40 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 done

EXHIBIT C-137 (*continued*).

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           133. 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.

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 ( $\frac{1}{2}$ ) per cent. from the hereinbefore mentioned dimensions will be permitted.

30           Jointing.

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 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 specially ordered by the Engineer-in-Charge of Engineering Construction.

**EXHIBIT C-137 (continued).**

**Steel for reinforcement.**

10        136. Reinforcing steel may be either expanded metal, de-  
formed bars, or wire mesh, such as American Steel & Wire Com-  
panys, or Clinton Wire cloth. For all sixes of reinforced concrete  
pipe, reinforcing shall be at distances not less than one (1) from  
the surface.

**Spurs.**

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

20        Disposal of water from trenches.

138. The proposition of paragraph No. 11 of the specifica-  
tions shall be in full force and effect, even though reinforced con-  
crete pipe shall be furnished on this contract.

**Rejection of defective pipe.**

30        ..        139. Pipe damaged from handling or any cause what-  
soever, whether in or out of the trench, shall be replaced and re-  
moved from site of the work at the expense of the contractors.

**Dept of cover.**

139a. Where depth of cover on precast pipe sewer is six-  
teen 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.

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.....

EXHIBIT No. C-44.

EXHIBIT NO. C-44.

(Cheque from Hammen & Co. Inc. to John M. Phillips).

10 (Cheque).  
 HAMMEN & CO., INC.  
 Public Works Cotnractors  
 NO. 1023  
 DETROIT, Mich. July 20th, 1925

Pav to the order of JOHN M. PHILLIPS . . . . . \$67340.00  
 Exactly Sixty Seven Thousand Three Hundred Forty Dollars  
 (no cents)

20 To AMERICAN STATE BANK  
 Main Office

9-58 DETROIT Mich.

HAMMEN & CO., INC.

By

Countersigned by

Asst.-Treas.

McDIGH

Pres. Vice-Pres.

Sec.-Treas.

30

PAID 7-25-25— 9-58

(Over)

FOR DEPOSIT — JOHN M. PHILLIPS  
 PAY ANY BANK BANKER OR TRUST CO..

1-2 OR ORDER 1-2

PRIOR ENDORSEMENTS GUARANTEED

JUL 23 1925

40

BANK OF THE MANHATTAN COMPANY  
 Q W. A. RUSH, CASHIER D



EXHIBIT C-143

EXHIBIT C-143.

(Contract between the City of New York and Welsh Bros. Contracting Company for the construction of a sewer and appurtenances in 20th Avenue from Jackson Avenue to Broadway; Broadway from 19th Avenue to Duane Street (Bowery Bay Road), First Ward, Borough of Queens).

CITY OF NEW YORK

office of the

PRESIDENT OF THE BOROUGH OF QUEENS

20 Maurice E. Connolly  
President

Bernard M. Patten  
Secretary to President

Long Island City August 11 1925.

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

30 Sir:—

Referring to contract No. 75653;—

“For the construction of a sewer and appurtenances in 20TH AVENUE from Jackson Avenue to Broadway; BROADWAY from 19th Avenue to Duane Street (Bowery Bay Road), First Ward, Borough of Queens.”

40 I beg to inform you that the contractor, Welsh Brothers Contracting Co., 14 Queens Street, Long Island City, N. Y., has been ordered to begin work 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 AUG.  
12, 1925.

EXHIBIT C-143 (*continued*).

GENERAL RELEASE

TO AL TO WHOM THESE PRESENTS SHALL COME OR  
MAY CONCERN, GREETING :

10 KNOW YE, That We, Welsh Bros. Cont. Co.

14 Queen St. L. I. City, L. I.

for and in consideration of the sum of Thirty two thousand, six  
hundred, twenty six 28/100 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 discharged, and by these  
presents do, for ourselves, our heirs, executors, administrators  
and assigns, remise, release and forever dischage the said City  
20 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 con-  
tracts, 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 hereafter can, shall or may have, for,  
upon or by reason of a certain contract or agreement made the  
30 22nd day of July, A. D. 1925 by and between Welsh Bros. Cont.  
Co. and the said City of New York, for Contract No. 75653, Sewer,  
20th Ave. &c., or by reason of any matter, cause or thing what-  
soever resulting or arising therefrom, from the beginning of the  
world to the day of the date of these presents. Excepting the  
sum of \$186.01 retained as repairing security and the further  
sum of \$1.500.: retained pending adjustment.

40 IN WITNESS WHEREOF, we have hereunto set our hand  
and seal the 9 day of February in the year one thousand nine  
hundred and twenty-six.

WELSH BROS. CONT. CO.

By William Welsh [L. S.]

Sealed and delivered in the presence of  
W. F. HEFFERNAN.

Original delivered to chief auditor.

EXHIBIT C-143 (*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 sewer and appurtenances in 20TH AVENUE from Jackson Avenue to Broadway; Broadway from 19th Avenue to Duane Street (Bowery Bay Road) First Ward, Borough of Queens, together with all the work incidental thereto.

20 Parties.

THIS AGREEMENT, made and entered into this 22nd day of July, 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. Cont. Co. 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 Estimate and Apportionment adpted on the 29th day of January, 1925, of which  
30 resolution 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 of the second part for itself, himself, or themselves, and  
40 its, his or their executors, administators, successors and assigns, as follows:

Contract.

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;

EXHIBIT C-143 (*continued*).

also the Plan of the Work dated March 23th, 1925, filed in the office of the President of the Borough, entitled:

10 Plan, Profile and details for the construction of a sewer and appurtenances in 20TH AVENUE from Jackson Avenue to Broadway; Broadway from 19th Avenue to Duane Street (Bowery Bay Road), First 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.

20 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 second 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.

Engineer described.

30 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.

40 Terms defined.

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

EXHIBIT C-143 (continued).

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, sufficiency, satisfactoriness or other denominated condition shall be as determined by the Engineer.

10 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 "B"

- 3'-9" Reinforced Concrete Pipe Sewer, Precast Type "B", per linear foot, Thirty 30/100 Dollars (\$30.30).
- 30 2'-9" Reinforced Concrete Pipe Sewer, Precast Type "B", per linear foot, Twenty two Dollars (\$22.00).
- 18 inch Vitrified Pipe Sewer, per linear foot, Five Dollars (\$5.00).
- 15 inch Vitrified Pipe Sewer, per linear foot Three 60/100 Dollars (\$3.60).
- 12 inch Vitrified Pipe Sewer, per linear foot, Three Dollars (\$3.00).
- 40 Chamber in 20th Ave. at Broadway, complete, Six hundred Dollars (\$600.00).
- Chamber in Broadway at Burnside Ave., complete, Six hundred hundred Dollars (\$600.00).
- Basin Manhole. Type #3, complete, Two hundred Dollars (\$200.00).
- Manholes, complete, each, One hundred ten Dollars (\$110.00).

EXHIBIT C-143 (continued).

- Basin Manholes, complete (Type #1), each, One hundred twenty five Dollars (\$125.00).
- Inlets, Type #1, complete, each, Forty Dollars (\$40.0).
- Inlets, Type #3, complete, each Sixty Dollars (\$60.00).
- 10 12 inch Vitrified Pipe Basin Connection, per linear foot, Two 50/100 Dollars (\$2.50).
- 10 inch Vitrified Pipe Basin Connection, per linear foot, One 75/100 Dollars (\$1.75).
- 6 inch Vitrified Pipe House Connection Drains, per linear foot, Two Dollars (\$2.00).
- 20 Six-inch Spurs 24 inches long on Reinforced Concrete Pipe Sewer (precast Type B, each, One Dollar (\$1.00).
- Six-inch Spurs on 18 inch Vitrified Pipe Sewer, each Three 75/100 Dollars (\$3.75).
- Six-inch Spurs on 15 inch Vitrified Pipe Sewer, each, Two 25/100 Dollars (\$2.25).
- Six-inch Srurs on 12 inch Vitrified Pipe Sewer, each, One 50/100 Dollars (\$1.50).
- 30 "Risers", per vertical foot, Two Dollars (\$2.00).
- "Cut" to established grade, per cu. yd. One Cent (\$0.01).
- "Fill" to established grade, per cu. yd., One cent (\$0.01).

.....  
 .....  
 .....

40 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 W. A. SHIPLEY  
 Acting President of the Borough of Queens.  
 WELSH BROS. CONT. CO.  
 Contractor.  
 By WILLIAM WELSH.

EXHIBIT C-143 (*continued*).

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

10 On thi 27th day of July, 1925, before me personally came  
W. A. Shipley, 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 exe-  
cuted the same as said Acting President for the purposes therein  
mentioned.

JEFFERSON J. REILLY,

20 Commissioner of Deeds, New York City.  
Commissioner of Deeds, No. 926  
City of New York  
Certificate filed in Queens County  
Commission Expires Apr. 22nd, 1926

Certificate of acknowledgement of the Contractor,  
if a partnership.

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

30 On this 22nd day of July, 1925, before me personally came  
William Welsh, to me known and known to me be a member of  
Welsh Bros. Cont. Co., the firm described in and which executed  
the foregoing contract, and he acknowledged to me that he sub-  
scribed the name of said firm thereto on behalf of said firm for  
the purposes therein mentioned.

JEFFERSON J. REILLY,

40 Commissioner of Deeds, City of New York.  
Commissioner of Deeds, No. 926  
City of New York  
Certificate filed in Queens County  
Commission Expires Apr. 22nd 1926

KNOW ALL MEN BY THESE PRESENTS, That we  
Welsh Bros. Cont. Co. hereinafter called the "Contractor," and  
Eagle Indemnity Co. hereinafter called the "Surety," are held

EXHIBIT C-143 (*continued*).

and firmly bound unto The City of New York, in the sum of twenty 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 as 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 22nd day of July, 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 Present 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 20th Ave. from Jackson Ave. to Broadway, etc., First Ward, together with all the work incidental thereto, as is fully and at large set forth and described in the contract aforesaid.

NEW, 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.

WELSH BROS. CONT. CO. [L. S.]  
Contractor.....

By WILLIAM WELSH.

EAGLE INDEMNITY COMPANY [L. S.]  
Surety.

By EDWARD S. CARMICK,  
Attorney-in-Fact



EXHIBIT C-143 (continued).

Certificate of acknowledgement of bond by the Contractor,  
of a partnership.

State of New York, ss.:  
County of Queens,

10           On this 22nd day of July, 1925, before me personally came William Welsh to me known and known to me to be a member of Welsh Bros. Cont. Co., 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.

JEFFERSON J. REILLY,

20           Commissioner of Deeds, New York City.  
            Commissioner of Deeds, No. 926  
            City of New York  
            Certificate filed in Queens County  
            Commission Expires Apr. 22nd 1926

FUNDS

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30           PRESIDENT'S CERTIFICATE

---

It is hereby certified that the estimated cost of the work and materials required by the within contract is Thirty five thousand seven hundred thirty seven 95/100 DOLLARS (\$35,737.95), and is chargeable to the Street Improvement Fund of The City of New York.

40           W. A. SHIPLEY,  
            Act'g President of the Borough of Queens.

THE CITY OF NEW YORK, JUL. 27, 1925.

SPECIFICATIONS  
Extracts.

EXHIBIT C-143 (continued).

.....  
 .....  
 .....

10

TYPE "B"

CEMENT CONCRETE PIPE WITH REINFORCEMENT.

General dimensions of pipes and  
 minimum test load per lin. ft. of pipe.

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

	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.
30	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.
40	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.

EXHIBIT C-143 (continued).

Testing pipe.

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

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

133. 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.

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 ( $\frac{1}{2}$ ) percent. from the hereinbefore mentioned dimensions will be permitted.

Jointing.

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

EXHIBIT C-143 (continued).

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.

10 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-Construction.

Steel for reinforcement.

20 136. 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) 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.

30 Disposal of water from trenches.

138. The provision 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.

40 139. 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.

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.

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.....

EXHIBIT NO. C-225:

10

EXHIBIT NO. C-225.

*(Letter from Elmhurst Lock Joint Pipe Co to Angelo Paino).*

Phone Newtown 2170

ELMHURST  
LOCK-JOINT PIPE COMPANY

20

Maurice Avenue and Broadway  
Elmhurst, Queens Co.  
New York

August 1, 1925.

Angelo Paino,  
32 Court Street,  
Brooklyn, N. Y.

30

Dear Sir:

I agree to furnish all the Pre-cast Reinforced Concrete Pipe required for the construction of Sanitary Sewers and Appurtenances in FARMERS BOULEVARD from JUDITH STREET, Etc., Fourth Ward, Borough of Queens, City of New York, CONTRACT No. 1, for the sum of Two Hundred and Twenty Five Thousand Dollars (\$225,000). (Contract No. 1 includes sewers and appurtenances in Farmers' Boulevard, from Judith Street, to 143rd Road; 143rd Road from Farmers' Boulevard to 173rd Street; 173rd Street from 143rd Road to 137th Avenue.)

40

Delivery to be made along the line of work and in streets adjacent thereto where accessible to auto trucks, where delivery will then be accepted by you.

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.

EXHIBIT NO. C-225 (Continued):

I agree to lend you sealing forms for making joints between pipes, and it is agreed that the value of these forms is \$7.50 each. In case of loss of or injury to forms or in case of failure to return same, they shall be, paid for by you at the above price.

TERMS.

10 All pipe built shall be paid for in full immediately after you have received payment. It is understood and agreed that the title of all pipe shall remain in JOHN M. PHILLIPS until paid for in full, in cash. You are further to be responsible for any 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.

20 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.

QUANTITIES.

30 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.

40 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 occasioned which may interfere with my making delivery.

This agreement to be binding upon the heirs, successors or assigns of both parties.

JOHN M. PHILLIPS,

We hereby accept the above proposition and agree to its terms and conditions.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated at Long Island City, N. Y.  
Aug. 12st. 1925.

EXHIBIT No. C-87.

EXHIBIT NO. C-87.

*(Cheque No. 294 paid to cash and signed by Muccini and Decker:  
Cheque No. 295 paid to the order of the Comptroller of the City  
of New York and signed by Muccini and Decker).*

10 NEW YORK CITY Aug. 1925 No. 294

11 BANK OF THE MANHATTAN COMPANY 1-2  
At Long Island City

Pay to the order of CASH \$10000.00

TEN THOUSAND and 00-100 . . . . . Dollars

MUCCINI & DECKER

Ernest Muccini  
Albert Decker

20

PAID 18-325  
PAID AUG 3 1925 No. 2.  
BANK OF THE MANHATTAN CO.  
.Long Island City, N. Y.

*(Over)*

MUCCINI & DECKER  
Albert Decker  
Ernest Muccini

MUCCINI & DECKER  
Contractors

30

40

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EXHIBIT No. C-87 (continued):

11 No. 295

Brooklyn, U. Y. Aug. 3, 1925.

Pay to the order of Comptroller City of New York \$10000.00

10 TEN THOUSAND AND 00-100 Dollars

MUCCINI & DECKER

Bank of the Manttthan Company  
At Long Island City  
1-2 New York City

Ernest Muccini  
Albert Decker

20

PAID 18-625  
CERTIFIED  
Payable through the clearing house  
AUG. 3, 1925  
Long Island City  
Bank of the Manhattan Company

(Over)

30

Pay to the order of  
EMPIRE TRUST CO.  
Charles L. Craig  
Comptroller, City of New York

40

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EXHIBIT C-206.

EXHIBIT C-206.

10 (Contract between the City of New York and Angelo Paino for  
the construction of sanitary sewers and appurtenances in Farm-  
ers boulevard from Judith street to 143rd road; 143rd road from  
Farmers boulevard to 173rd street; 173rd street from 143rd road  
to 137th Avenue; 137th avenue diagonally from 173rd street to  
173th street as it continues northerly; 173rd street from 137th  
avenue to Bedell street; Bedell street from 173rd street to 129th  
avenue from Bedell street to 174th place 174th place from 129th  
avenue to 125th avenue 125th avenue from 174th place to Merrill  
avenue; Merrill avenue from 125th avenue to Baisley boulevard;  
Baisley boulevard from Merrill avenue to Farmers boulevard;  
Farmers boulevard from Baisley boulevard to Foch boulevard;  
20 Merrick boulevard from Baisley boulevard to 115th avenue; 115th  
avenue from Merrick boulevard to 175th street; 175th street from  
115th avenue to Brinkerhoff avenue; Brinkerhoff avenue from  
175th street to 180th street, Fourth Ward, Borough of Queens).

BOARD OF ESTIMATE AND APPORTIONMENT

CITY OF NEW YORK

(Cal. No. 572-A-2)

30 A copy of a resolution of the Local Board of the Jamaica  
District, duly adopted by said Board on the 6th day of June,  
1925, and approved by the Acting President of the Borough of  
Queens on the 8th day of June, 1925, having been transmitted  
to the Board of Estimate and Apportionment, initiating pro-  
ceedings for the following local improvement, to wit:

40 "For the construction of sanitary sewers and appurten-  
ances in Farmers boulevard from Judith street to 143rd road;  
143rd road from Farmers boulevard to 173rd street; 173rd  
street from 143rd road to 137th Avenue; 137th avenue diagonally  
from 173rd street to 173th street as it continues northerly;  
173rd street from 137th avenue to Bedell street; Bedell street  
from 173rd street to 129th avenue; 129th avenue from Bedell  
street to 174th place; 174th place from 129th avenue to 125th  
avenue; 125th avenue from 174th place to Merrill avenue; Mer-  
rill avenue from 125th avenue to Baisley boulevard; Baisley  
boulevard from Merrill avenue to Farmers boulevard; Farmers

EXHIBIT C-206 (*continued*).

boulevard from Baisley boulevard to Foch boulevard; Merrick boulevard from Baisley boulevard to 115th avenue; 115th avenue from Merrick boulevard to 175th street; 175th street from 115th avenue to Brinkerhoff avenue; Brinkerhoff avenue from 175th street to 180th street, Fourth Ward, Borough of Queens." —and thereupon, on the 20th day of March, 1925, and the 19th day of June, 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 has 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 \$2,235,000; 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 \$54,878,070, 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 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, JUNE 19, 1925.

JAMES MATTHEWS,

Assistant Secretary.

EXHIBIT C-206 (continued).

THE CITY OF NEW YORK

ADVICE OF AWARD OF CONTRACT

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

10 Dept. of President of the Borough of Queens \*Date Aug. 6, 1925

Comptroller of The City of New York:

Please take notice that the following described contract  
has this day\* been awarded to Contractor Angelo Paino,

Address 32 Court Street, Brooklyn, N. Y.

20	Sureties: Fidelity and Deposit Co. of Maryland	\$100,000
	United States Fidelity & Guaranty Co.	100,000
	Royal Indemnity Co.	38,000
	Eagle Indemnity Co.	32,000
	Amount of Bond	\$300,000

CONTRACT #1 includes sewers and appurtenances in:  
FARMERS BOULEVARD, from Judith St. to 143rd Road;  
143RD ROAD, from Farmers Boulevard to 173rd St.;  
173RD STREET, from 143rd Road to 137th Ave.

30 DETAILS OR PURPOSE OF CONTRACT

For the construction of sanitary sewers and appurtenances  
in FARMERS BOULEVARD from Judith St. to 143rd Road,  
143RD ROAD from Farmers Boulevard to 173rd Street, etc.,  
Fourth Ward, Borough of Queens.

CONTRACT #1 — TYPE B

Contract chargeable to Code No	Estimated Amount	Open Market		
		Contracts Previously Awarded (Including Adjustments)	Orders Issued To Date (Including Adjustments)	Misc. Vouchers Payrolls, And Others Charges
C.F.M. 25	\$799,063.00	\$22,528,200.49	\$35,009.62	\$1,492,047.01

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

EXHIBIT C-206 (continued).

STREET IMPROVEMENT FUND.

Yours respectfully,

10 MAURICE E. CONNOLLY,  
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.

CITY OF NEW YORK

20 Office of the  
PRESIDENT OF THE BOROUGH OF QUEENS

Maurice E. Connolly  
President

Bernard M. Patten  
Secretary to President

Long Island City, August 13, 1925.

30 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 contract;—

CONTRACT #1

40 includes sewers and appurtenances in FARMERS BOULEVARD from Judith Street to 143rd Road; 143RD ROAD from Farmers Boulevard to 173rd Street; 173RD STREET from 143rd Road to 137th Ave.; For the construction of sanitary sewers and appurtenances in FARMERS BOULEVARD from Judith St. to 143rd St., 143RD ROAD from Farmers Blvd. to 173rd St., 173RD

EXHIBIT C-206 (*continued*).

10 STREET from 143rd Rd. to 137th Ave., 137TH AVENUE diagonally from 1773rd St. to 173rd St., as it continues northerly, 173RD STREET from 137th Ave. to Bedell St., BEDELL STREET from 173rd St. to 129th Ave., 129TH AVENUE from Bedell to 174th Pd., 174TH PLACE from 129th Ave. to 125th Ave., 125TH AVENUE from 174th Pl. to Merrill Ave., MERRILL AVENUE from 125th Ave to Baisley Blvd., FARMERS BOULEVARD from Baisley Blvd. to Foch Blvd., BAISLEY BOULEVARD from Merrill Ave. to Farmers Blvd., MERRICK BOULEVARD from Baisley Blvd. to 115th Ave., 115TH AVENUE from Merrick Blvd. to 175th St., 175TH STREET from 115th Ave. to Brinkerhoff Ave., BRINKERHOFF AVENUE from 175th St. to 180th St., Fourth Ward, Borough of Queens.

Yours very truly,

20

MAURICE E. CONNOLLY,

President of the Borough of Queens.

JJR-PJH

encl

CITY OF NEW YORK

Office of the

PRESIDENT OF THE BOROUGH OF QUEENS

30

Maurice E. Connolly

.. President

Bernard M. Patten

Secretary to President

Long Island City, August 21, 1925.

Hon. Charles L. Craig,

Comptroller, City of New York.

40

Sir:—

Referring to contract, No. 76068;—

CONTRACT #1

includes sewers and appurtenances in  
FARMERS BOULEVARD from Judith St. to 143rd Road;

EXHIBIT C-206 (*continued*).

143RD ROAD from Farmers Boulevard to 173rd St.;  
173RD STREET from 143rd Road to 137th Ave., Fourth Ward,  
Borough of Queens.”

10 I beg to inform you that the contractor Angelo Paino, 32  
Court Street, 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.

Yours very truly,

MICHAEL J. SHUGRUE,

President of the Borough of Queens.

JJR-PJH

20 The notice to Contractor was mailed Aug. 24, 1925.

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EXHIBIT C-206 (continued).

CITY OF NEW YORK  
Office of the  
PRESIDENT OF THE BOROUGH OF QUEENS

10 Maurice E. Connolly  
President  
Joseph Flanagan  
Borough Secretary

Long Island City, October 30, 1926.

Hon. Chas. W. Berry, Comptroller,  
Department of Finance,  
Municipal Building,  
20 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 fourteen (114) days to Angelo Paino, 9215 Union Hall St., Jamaica, N. Y., in which to complete the work in connection with Contract No. 76068 —

30 "For constructing sewer, etc., in FARMERS BLVD., from Judith St. to 143rd Road, etc., 4th Ward (Contract #1)."

40 This contract is one of the main trunk sewers of the Jamaica district, on which large volumes of ground water were encountered. The ground water from the excavation had to be pumped and find its way to the natural water course for this section. This water course was of a restricted capacity, and therefore, the contractor could only open a relatively small amount of trench at any one time; otherwise, the volume of water contributed to the natural water course would have caused a flooding of the lower reaches of the area. This large volume of water and the necessary pumping also naturally slowed up the work and caused the contract to be overtime; 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.

EXHIBIT C-206 (continued).

GENERAL RELEASE

TO ALL TO WHOM THESE PRESENTS SHALL COME OR  
MAY CONCERN, GREETING :

10       KNOW YE, That I, ANGELO PAINO, 9215 Union Hall  
St., Jamaica, L. I., for and in consideration of the sum of Fifty  
thre thousand three hundred thirty six 95/100 Dollars, lawful  
money of the United States of America, to me in hand paid by  
The City of New York, have remised, released and forever dis-  
charged, and by these presents do, for myself, my heirs, execu-  
tors, administrators and assigns, remise, release and forever  
20       discharge teh 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, pro-  
mises, variances, trespasses, damges, judgments, extents, execu-  
tions, claims and demands whatsoever in law or in equity, which  
againt said City of New York, I ever had, now have or which I,  
my heirs, executors, administrators or assigns hereafter can,  
shall or may have, for, upon or by reason of a certain contract  
or agreement made the 11th day of August, A. D. 1925 by and  
between Myself and the said City of New York, for oContract No.  
76068, Sewers, Farmers Boulevard, &c., or by reason of any mat-  
ter, cause or thing whasoever resulting or arising therefrom,  
30       from the beginning of the world to the day of the date of these  
presents. Excepting the sum of \$2735.64 retained as repairing  
security.

IN WITNESS WHEREOF, I have hereunto set my hand  
and seal the 16 day of December in the year one thousand nine  
hundred and twenty six.

ANGELO PAINO [L. S.]

40       Sealed and delivered in the presence of

W. F. HEFFERNAN.

Original delivered to Chief Auditor

State of New York,  
..County of New York, ss.:  
City of New York,



EXHIBIT C-206 (*continued*).

On this 16th 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.

10

W. F. HEFFERNAN,

Notary Public,  
Commissioner of Deeds.  
Com. of Deeds, N. Y. City  
Residing in N. Y. County  
New York County Clerks No. 12  
Term expires Jan. 12, 1928

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TYPE-B

No. 1

THE CITY OF NEW YORK

Office of the

30

PRESIDENT OF THE BOROUGH OF QUEENS

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BUREAU OF SEWERS

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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 AUG. 3, 1925

The time allowed for the completion of the work and the full performance of the contract is 150 CONSECUTIVE WORKING DAYS.

**EXHIBIT C-206 (continued).**

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 (\$300,000.00).

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  
20           ing will be considered as the bid. The writing must be in ink.

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**BID OR ESTIMATE For Constructing Sewer and Appurtenances in**

**CONTRACT #1**

For the construction of sanitary sewers and appurtenances in  
30           **FARMERS BOULEVARD from Judith St. to 143rd Road**  
**143RD ROAD from Farmers Boulevard to 173rd St.**  
**173RD STREET from 143rd Road to 137th Ave., 4th Ward,**  
**Borough of Queens.**

Made by the firm or corporation of **ANGELO PAINO**

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

**NAME AND ADDRESS OF EACH AND EVERY MEMBER**  
**OF THE FIRM OR PRINCIPAL OFFICERS**  
40           **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 corpora-

EXHIBIT C-206 (*continued*).

tion 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 The partl 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 hat 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, or 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 otherwie 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  
30 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 tha he will accep 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, Contrateors must satisfy themselves by personal examination of the Plans, Specifications, Contract,

EXHIBIT C-206 (continued).

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

TYPE "B"

4,850 linear feet 5'-6" Reinforced Concrete Pipe Sewer (Precast Type "B"), per linear foot, One hundred forty eight 30/100 Dollars (\$148.30).

1 Drop Chamber in Farmers Blvd. at Judith St., each, Four Thousand Dollars (\$4,000.00).

20

1 Chamber "A" in Farmers Blvd. near 143rd Road, each,

1 Chamber "B" in 143rd Rd. at Farmers Blvd., each, Seven thousand Dollars (\$7,000.00).  
Sevent thousand Dollars (\$7,000.00).

1 Chamber in 143rd Rd. at 173rd St., each, Sevent thousand Dollars (\$7,000.00).

30

1 Chamber "C" in 173rd St. at south side of 137th Ave., each, six thousand Dollars (\$600.00).

34 Manholes and Drop Manholes, each, Four hundred Dollars (\$400.00).

700 vertical feet Risers (C. I. Pipe Class "A"), per vertical foot, Ten Dollars (4.00).

40

36 Six-inch Spurs 24" long on Reinforced Concrete Pipe Sewer, each, (Precast Type "B"), Tow Dollars (\$2.00).

784 linear feet 6" Vitrified Pipe House Connection Drains, per linear foot, Four Dollars (\$4.00).

Shoring and supporting Existing Masonry Aqueduct and the southerly 4'-0" C. I. Water Main, as shown on plan, exclusive of decking and piles, Fifteen thousand Dollars (\$15,000.00).

EXHIBIT C-206 (*continued*).

Shoring and Supporting the northerly 4'-0" Water Main, as shown on plan, exclusive of decking and piles, Five thousand Dollars (\$5,000.00).

10     •     Shoring and Supporting 6'-0" Water Main at So. Conduit Ave., as shown on plan, exclusive of decking and piles, Five thousand Dollars (\$5,000.00).

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 fo 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 Yor.

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 ocrrect. 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 deicision as to who shall receive the contract. if the bidder to whom teh 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 liquid-

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EXHIBIT C-206 (*continued*).

ated 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.

ANGELO PAINO [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).

ANGELO PAINO.

Subscribed and sworn to before me, this 3rd day of Aug., 1925.

JEFFERSON J. REILLY,

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Commissioner of Deeds.

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**EXHIBIT C-206 (continued).**

**CONTRACT #1** includes sewers and appurtenances in:  
**FARMERS BOULEVARD**, from Pudith St. to 143rd Road;  
**143RD ROAD**, from Farmers Boulevard to 173rd St.;  
**173RD STREET** from 143rd Road to 137th Ave.

10

**THE CITY OF NEW YORK**  
Office of the  
**PRESIDENT OF THE BOROUGH OF QUEENS**

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**BUREAU OF SEWERS.**

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**CONTRACT No. 1.**

For the construction of sanitary sewers and appurtenances in:  
Contract #1. **FARMERS BOULEVARD**, from Judith St. to  
143rd Rd.;  
**143RD ROAD**, from Farmers Blvd. to 173rd St.;  
**173RD STREET** from 143rd Rd. to 137th Ave.;

**137TH AVENUE**, diagonally from 173rd St. to 173rd St., as it  
continues northerly;

30

**173RD STREET**, from 137th Ave. to Bedell St.;  
**BEDELL STREET**, from 173rd St. to 129th Ave.;  
**129TH AVENUE**, from Bedell St. to 174th Pl.;  
**174TH PLACE**, from 129th Ave. to 125th Ave.;  
**125TH AVENUE**, from 174th Pd. to Merrill Ave.;  
**MERRILL AVENUE**, from 125th Ave. to Baisley Blvd.;  
**BAISLEY BOULEVARD**, from Merril Ave. to Farmers Blvd.;  
**FARMERS BOULEVARD**, from Baisley Blvd. to Foch Blvd.;  
**MERRICK BOULEVARD**, from Baisley Blvd. to 115th Ave.;  
40 **115TH AVENUE**, from Merrick Blvd. to 175th St.;  
**175TH STREET** from 115th Ave. to Brinkerhoff Ave.;  
**BRINKERHOFF AVENUE**, from 175th St. to 180th St.,  
Fourth Ward, Borough of Queens.  
together with all the work incidental thereto.

Parties.

**THIS AGREEMENT**, made and entered into this 11th  
day of August, in the year one thousand nine hundred and twenty

EXHIBIT C-206 (continued).

10 five, by and between The City of New York, party of the first part, by the President of the Borough of Queens, and Angelo Paino of 32 Court Street, Brooklyn, N. Y., 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 19th day of June, 1925, of which resolution the following is a copy:

.....  
.....  
.....

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.

THE CITY OF NEW YORK

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

30 ANGELO PAINO,  
Contractor.

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

40 On this 13th day of August, 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.  
Commissioner of Deeds, No. 926  
City of New York  
Certificate filed in Queens County  
Commission Expires Apr. 22nd, 1926



EXHIBIT C-206 (continued).

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

10 On this 11th day of August, 1925, before me personally came Angelo Paino 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.

JEFFERSON J. REILLY,

Commissioner of Deeds, New York City.  
Commissioner of Deeds, No. 926  
City of New York  
Certificate filed in Queens County  
20 Commission Expires Apr. 22nd, 1926

30 KNOW AL MEN BY THESE PRESENTS, That we Angelo Paino hereinafter called the "Contractor," and United States Fidelity and Guaranty Company, Eagle Indemnity Co., Fidelity and Deposit Co. of M'd and Royal Indemnity Co. hereinafter called the "Surety," are held and firmly bound unto The City of New York, in the sum of Three 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 11th day of Aug. 1925.

40 WHEREAS, The above bounden Contractor, by an instrument in writing, signed by said Contractor and bearing even date with these presents, on 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 Farmers Boulevard, from Judith Street to 143rd Road, etc., th 4Ward, together with all the work incidental thereto, as is fully and at large set forth and described in the contract aforesaid.

EXHIBIT C-206 (continued).

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 condition therein contained, then this obligation to be void; otherwise, to remain in full force and virtue.

.. ANGELO PAINO [L. S.]  
Contractor.  
276825-25  
Surety

20

United States Fidelity and Guaranty Company,  
By C. D. MARSAC,  
Attorney-in-Fact  
Attest WILLIAM H. ESTWICK,  
Attorney-in-Fact

30

Royal Indemnity Company,  
By WM. W. LA PORTE,  
Resident Vice-President  
Attest A. P. STOCKVIS,  
Resident Asst. Secretary

Fidelity and Deposit Company of Maryland,  
By ROBERT J. BURNS,  
Attorney-in-Fact  
Attest CHARLES M. CLARK,  
Attorney-in-Fact

40

Eagle Indemnity Company,  
By J. P. HUNTING,  
Resident Vice-President  
Attest W. E. MAKOSKY,  
Resident Asst. Secretary

**EXHIBIT C-206 (continued).**

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

10 On this 11th day of August, 1925, before me personally came Angelo Paino 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.

**JEFFERSON J. REILLY,**  
Commissioner of Deeds, New York City.  
Commissioner of Deeds, No. 926  
City of New York  
Certificate filed in Queens County  
Commission Expires Apr. 22nd, 1926

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**FUNDS**

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**PRESIDENT'S CERTIFICATE**

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30 It is hereby certified that the estimated cost of the work and materials required by the within contract is Seven hundred ninety nine thousand sixty three DOLLARS (\$799,063.00), and is chargeable to the Street Improvement Fund of The City of New York.

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

**THE CITY OF NEW YORK, AUG. 13, 1925.**

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**SPECIFICATIONS**

Extracts.

.....  
.....  
.....

EXHIBIT C-206 (continued).

TYPE "B".

CEMENT CONCRETE PIPE WITH REINFORCEMENT.

10 General dimensions of pipes and minimum test load per lin. ft. of pipe.

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.

	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.
	51"	5"	4'	5½"	7050 Lbs.
30	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.
40	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

EXHIBIT C-206 (*continued*).

10 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 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.

20 133. 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.

Joints.

30 133. 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 ( $\frac{1}{2}$ ) percent. 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 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 water-tight.

EXHIBIT C-206 (continued).

Laying pipe.

10 135. 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.

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) 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 provision 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 No. C-78.

EXHIBIT NO. C-78.

10 *(Contract between City of New York and Muccini and Decker for the construction of sanitary sewers and appurtenances in Farmers Boulevard from Judith Street to 143rd Road; 143rd Road from Farmers Boulevard to 173d Street; 173d Street from 143d Road to 137th Avenue; 137th Avenue diagonally from 173d Street to 173d Street as it continues northerly; 173d Street from 137th Avenue to Bedell Street; Dedell Street from 173d Street to 129th Avenue; 129th Avenue from Bedell Street to 174th Place; 174th Place from 129th Avenue to 125th Avenue; 125th Avenue from 174th Place to Merrill Avenue; Merrill Avenue from 125th Avenue to Baisley Boulevard; Baisley Boulevard from Merrill Avenue to Farmers Boulevard; Farmers Boulevard from Baisley Boulevard to Foch Boulevard; Merrick Boulevard from Baisley Boulevard to 115th Avenue; 115th Avenue from Merrick Boulevard to 175th Street; 175th Street from 115th Avenue to Brinkerhoff Avenue; Brinkerhoff Avenue from 175th Street to 108th Street, Fourth Ward, Borough of Queens).*

BOARD OF ESTIMATE AND APPORTIONMENT  
CITY OF NEW YORK

CONTRACT No. 4.

30 Includes sewers and appurtenances in:

BAISLEY BOULEVARD, from Merrick Blvd. to Farmers Blvd.  
FARMERS BOULEVARD, from Baisley Blvd. to Foch Blvd.

(Cad. No. 572-A-2)

40 A copy of a resolution of the Local Board of the Jamaica District, duly adopted by said Board on the 6th day of June, 1925, and approved by the Acting President of the Board of Queens on the 8th day of June, 1925, having been transmitted to the Board of Estimate and Apportionment, initiating proceedings for the following local improvement, to wit:

“For the construction of sanitary sewers and appurtenances in Farmers Boulevard from Judith Street to 143rd Road; 143rd Road from Farmers Boulevard to 173d Street; 173d Street from 143d Road to 137th Avenue; 137th Avenue diagonally from 173d Street to 173d Street as it con-

EXHIBIT No. C-78 (*Continued*):

10 tinues northerly, 173d Street from 137d Avenue to Bedell Street; Bedell Street from 173d Street to 129th Avenue; 129th Avenue from Bedell Street to 174th Place; 174 Place from 129th Avenue to 125th Avenue; 125th Avenue from 174th Place to Merrill Avenue; Merrill Avenue from 125th Avenue to Baisley Boulevard; Baisley Boulevard from Merrill Avenue to Farmers Boulevard; Farmers Boulevard from Baisley Boulevard to Foch Boulevard; Merrick Boulevard from Baisley Boulevard to 115th Avenue; 115th Avenue from Merrick Boulevard to 175th Street; 175th Street from 115th Avenue to Brinkerhoff Avenue; Brinkerhoff Avenue from 175th Street to 180th Street, Fourth Ward, Borough of Queen."

20 — and thereupon, on the 20th day of March, 1925, and the 19th day of June, 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, 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 \$2,235,000; 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 \$54,878,070, having also been presented; it is

40 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



EXHIBIT No. C-78 (*Continued*):

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, JUNE 19, 1925.

10

(Signed) James Matthews  
Assistant Secretary.

---

THE CITY OF NEW YORK

Office of the

20

PRESIDENT OF THE BOROUGH OF QUEENS

Maurice E. Connolly  
President

Bernard M. Patten  
Secretary to President

Long Island City August 21, 1925.

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

30

Referring to contract, No. 76067:—

CONTRACT #4

Includes sewers and appurtenances in  
BAISEEL BOULEVARD from Merrill Avenue to Farmers Blvd  
FARMERS BOULEVARD from Baisley Blvd. to Foch Blvd.

Fourth Ward, Borough of Queens.

40

I beg to inform you that the contractor, Muccini & Decker, 6102 — 18th Avenue, 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.

Yours very truly,

MICHAEL J. SHUGRUE

Acting President of the Borough of Queens.

The Notice of Contractor was mailed Aug 24, 1925.

EXHIBIT No. C-78 (*Continued*):

CITY OF NEW YORK

office of

THE PRESIDENT OF THE BOROUGH OF QUEENS

10 MAURICE E. CONNOLLY  
President

JOSEPH FLANAGAN  
Borough Secretary

Long Island City October 27, 1926.

20 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 ninety-six (96) days, to Messrs. Muccini & Decker, Springfield Blvd. on 112th Road, Queens, N. Y., in which to complete the work in connection with Contract No. 76067 —

30 "For constructing sanitary sewers, etc., in FARMERS  
BLVD., from Judith St. to 143rd Road, etc., 4th Ward  
(Contract #4)."

40 An extraordinary amount of ground water was encountered on this contract, and the contractor was restricted in the amount of sewer trench, which could be opened up at any one time. The water was pumped to a brook or natural water course, and the water from another contract was also being pumped to the same outlet at the same time. It was, therefore, necessary to restrict the amount of water, which could be drained to this natural water course, so as to avoid the flooding of the territory to the south, and to which territory this natural water course led. Had there been no ground water encountered, the contractor could have carried on two or more sections at the same time, and would have finished well within the contract time; and it is for the above reason that an extension of time was granted.

Very truly yours,

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

EXHIBIT No. C-78 (*Continued*):

CONTRACT #4 includes sewers and appurtenances in:  
BAISLEY BOULEVARD from Merrick Boul. to Farmers Boul.  
FARMERS BOULEVARD from Baisley Boul. to Foch Boul.

THE CITY OF NEW YORK

10

Office of the

PRESIDENT OF THE BOROUGH OF QUEENS

---

BUREAU OF SEWERS.

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CONTRACT No. 4.

20

For the construction of sanitary sewers and appurtenances in:  
FARMERS BOULEVARD, from Judith St. to 143rd Rd.;  
143RD ROAD, from Farmers Blyd. to 173rd St.;  
173RD STREET, from 143rd Rd. to 137th Ave.  
137TH AVENUE, diagonally from 173rd St. to 173rd St., as it  
173RD STREET, from 137th Ave. to Bedell St.;

continues northerly;

BEDELL STREET, from 173rd St. to 129th Ave.;

129TH AVENUE, from mBedell St. to 174th Pl.;

30

174TH PLACE, from 129th Ave. to 125th Ave.;

125TH AVENUE, from 174th Pl. to Merrill Ave.;

MERRILL AVENUE, from 125th Ave. to Baisley Blvd.;

Contract BAISLEY BOULEVARD, from Merrill Ave. to  
Farmers Blvd.;

#4 FARMERS BOULEVARD, from Baisley Blvd. to  
Foch Blvd.;

MERRICK BOULEVARD, from Baisley Blvd. to 115th Ave.;

115TH AVENUE, from Merrick Blvd. to 175th St.;

175TH STREET, from 115th Ave. to Brinkerhoof Ave.;

40

BRINKERHOFF AVENUE, from 175th St. to 180th St..

Fourth Ward, Borough of Queens, together with all the work  
incidental thereto.

Parties.

THIS AGREEMENT, made and entered into this 12th  
day of August, in the year one thousand nine hundred and

EXHIBIT No. C-78 (*Continued*):

10 twenty five, by and between The City of New York, party of the first part, by the President of the Borough of Queens, and Mucini and Decker of 6102, 18th Ave., Brooklyn, N. Y., Contractor, party of the second part, pursuant to the provisions of The Greater New York Charter, and the resolution of The Beard of Estimate and Apportionment adopted on the 19th day of June, 1925, of which resolution the following is a copy:

Covenant.

20 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, a follows:

Contract.

30 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 June 25th, 1925, filed in the office of the President of the Borough, entitled:

PLANS, PROFILES & DETAILS for the construction of sanitary sewers and appurtenances in:  
FARMERS BOULEVARD from Judith St. to 143rd Rd.;  
143RD RD., from Farmers Blvd. to 173rd St.;  
173RD ST., from 143rd Rd. to 137th Ave.;  
137TH AVE., diagonally from 173rd St. to 173rd St., as it continues northerly;  
40 173RD ST., from 137th Ave. to Bedell St.;  
BEDELL ST., from 173rd St. to 129th Ave.;  
129TH AVE., from Bedell St. to 174th Pl.;  
147TH PL., from 129th Ave. to 125th Ave.;  
125TH AVE., from 174th Pl. to Merrill Ave.;  
MERRILL AVE., from 125th Ave. to Baisley Blvd.;

EXHIBIT No. C-78 (*Continued*):

Contract BAISLEY BLVD., from Merrill Ave. to Farmers Blvd.;

#4 FARMERS BLVD., from Baisley Blvd. to Foch Blvd.;

10 MERRICK BLVD., from Baisley Blvd. to 115th Ave.;  
115TH AVE., from Merrick Blvd. to 175th St.;  
175TH ST., from 115th Ave. to Brinkerhoff Ave.;  
BRINKERHOFF AVE., from 175th St. to 18th St., Fourth Ward, Borough of Queens, and also Drawings of Standard pertinent thereto on file in the office of the Engineer.

Party of the first part.

20 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 second part.

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

30 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, 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.

40 Terms defined.

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," "designater," or "deem-

EXHIBIT No. C-78 (Continued):

10 ed 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, sufficiency, satisfactoriness or other denominated condition shall be as determined by the Engineer.

Contractor to furnish tools, proper appliances, etc.

20 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 "B"

- 30 4'-6" Reinforced Concrete Pipe Sewer (Precast Type "B"), Per Linear Foot, One hundred twenty seven Dollars (\$127.00).
- Chamber in Baisley Blvd. near 176th St., Complete, Forty five hundred Dollars (\$4,500.00).
- Drop Chamber, in Baisley Blvd. at Montauk St., Complete, Forty five hundred Dollars (\$4,500.00).
- Chamber in Baisley Blvd. at Farmers Blvd., Complete, Forty five hundred Dollars (\$4,500.00).
- 40 Chamber in Farmers Blvd. at Foch Blvd., Complete, Forty five hundred Dollars (\$4,500.00).
- Spilloyer Chamber in Farmers Blvd. at Foch Blvd., Complete, Twelve thousand Dollars (\$12,00.00).
- Manholes and Drop Manholes, Complete, Each, Four hundred fifty Dollars (\$450.00).

EXHIBIT No. C-78 (Continued):

“Risers” (C. I. Pipe Class “A”), Per Vertical Foot, Five 25/100 Dollars (\$5.25).

Six-inch Spurs 24-inches long on Reinforced Concrete Pipe Sewer, (Precast Type “B”), Each, Three Dollars (\$3.00).

10 6-inch Vitrified Pipe House Connection Drains, Per Linear Foot, Three Dollars (\$3.00).

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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.

THE CITY OF NEW YORK

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

30

MUCCINI & DECKER,  
Contractor.

By ALBERT DECKER.

40

EXHIBIT No. C-78 (*Continued*):

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

10 On this 14th day of August, 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.  
Commissioner of Deeds, No. 926  
City of New York  
20 Certificate filed in Queens County

Certificate of acknowledgment of the Contractor,  
if a partnership.

State of New York, ss.:  
County of Queens,

30 On this 12th day of August, 1925, before me personally came Albert Decker to me known and known to me to be a member of Muccini and Decker, 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.

JEFFERSON J. REILLY,

Commissioner of Deeds, New York City.  
Commissioner of Deeds, No. 926  
City of New York  
40 Commission Expires Apr. 22nd 1926



EXHIBIT No. C-78 (*Continued*):

10 KNOW ALL MEN BY THESE PRESENTS, That we Muccini and Decker hereinafter called the "Contractor," and United States Fidelity and Guaranty Company, Eagle Indemnity Co., Fidelity and Deposit Co. of M'd and Standard Accident Ins. Co. hereinafter called the "Surety," 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 12th day of Aug., 1925.

20 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 Farmers Boulevard, from Judith Street to 143rd Road, etc., 4th Ward. together with all the work incidental thereto, as is fully and at large set forth and described in the contract aforesaid.

30 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.

MUCCINI & DECKER [L. S.]

Contractor.

By ALBERT DECKER.

Surety.

EXHIBIT No. C-78 (*Continued*):

United States Fidelity and Guaranty Company,

By C. D. MARSAC  
Attorney-in-Fact

10

Attest KEARN J. MULLEN,  
Attorney-in-Fact

Standard Accident Insurance Company

By F. W. HUGHES,  
Resident Vice-President.

Attest M. E. BROOKS,  
Resident Asst. Secretary.

Eagle Indemnity Company,

20

By J. P. HUNTING,  
Resident Vice-President.

Attest W. E. MAKOSKY,  
Resident Asst. Secretary.

Fidelity and Deposit Company of Maryland

By GEORGE E. BAER,  
Attorney-in-Fact

30

Attest LOUIS C. FIELD,  
Attorney-in-Fact

State of New York, ss.:  
County of Queens,

Certificate of acknowledgment of bond by the Contractor,  
if a partnership.

40 On this 12th day of August, 1925, before me personally  
came Albert Decker, to me known and known to me to be a  
member of Muccini and Decker, 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.

JEFFERSON J. REILLY,  
Commissioner of Deeds, New York City.  
Commissioner of Deeds, No. 926  
City of New York  
Certificate filed in Queens County  
Commission Expires Apr. 22nd 1926

EXHIBIT No. C-78 (*Continued*):

FUNDS

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PRESIDENT'S CERTIFICATE

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10

It is hereby certified that the estimated cost of the work and materials required by the within contract is Twelve hundred four thousand one hundred eighty seven 50/100 DOLLARS (\$504,187.50), and is chargeable to the Street Improvement Fund of The City of New York.

MICHAEL J. SHUGRUE,

20

Acting President of the Borough of Queens.

THE CITY OF NEW YORK ....., 192...

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SPECIFICATIONS

Extracts.

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.....

TYPE "B"

40

CEMENT CONCRETE PIPE WITH REINFORCEMENT.

General dimensions of pipes and minimum test load per lin. ft. of pipe.

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 No. C-78 (Continued) :

	Size.	Minimum Thickness.	Minimum Length in Feet.	Minimum Joint Length Inches.	Minimum Test Load Per Lin. Foot of Pipe.	
10	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.	
	20	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.	

30 Testing pipe.

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

EXHIBIT No. C-78 (*Continued*):

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

10 133. 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.

Joints.

20 133. 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 ( $\frac{1}{2}$ ) percent. 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 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.

40 135. 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.

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) from the surface.

EXHIBIT No. C-78 (*Continued*):

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.

10 Disposal of water from trenches.

138. The provision 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.

20 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-20.

EXHIBIT C-20

10 (Contract between City of New York and Duit Inc. for the construction of sanitary sewers and appurtenances in Farmers boulevard from Judith street to 143rd road; 143rd road from Farmers boulevard to 173rd street; 173rd street from 143rd road to 137th avenue; 137th avenue diagonally from 173d street to 173d street as it continues northerly; 173d street from 137th avenue to Bedell street; Bedell street from 173d street to 129th avenue; 129th avenue from Bedell street to 174th place; 174th place from 120th avenue to 125th avenue; 125th avenue from 174th place to Merrill avenue; Merrill avenue from 125th avenue to Baisley boulevard; Baisley boulevard from Merrill avenue to Farmers boulevard; Farmers boulevard from Baisley boulevard to Foch boulevard; Merrick boulevard from Paisley boulevard to 115th avenue; 115th avenue from Merrick boulevard to 175th street; 175th street from 115th avenue to Brinkerhoff avenue; 20 Brinkerhoff avenue from 175th street to 180th street, Fourth Ward, Borough of Queens).

BOARD OF ESTIMATE AND APPORTIONMENT

CITY OF NEW YORK

30 CONTRACT #3 includes sewers and appurtenances in:  
MERRICK BOULEVARD, from Baisley Blvd. to 115th Ave.;  
115TH AVENUE, from Merrick Blvd. to 175th St.;  
175TH STREET, from 115th Ave. to Brinkerhoff Ave.;  
BRINKERHOFF AVENUE, from 175th St. to 180th St.  
(Cal. No. 572-A-2)

40 A Copy of a resolution of the Local Board of the Jamaica District, duly adopted by said Board on the 6th day of June, 1925, having been transmitted to the Board of Estimate and Apportionment, initiating proceedings for the following local improvement, to wit:

“For the construction of sanitary sewers and appurtenances in Farmers boulevard from Judith street to 143rd road; 143rd road from Farmers boulevard to 173rd street; 173rd street from 143rd road to 137th avenue; 137th avenue diagonally from 173d street to 173d street as it continues northerly; 173d street from 137th avenue to Bedell street; Bedell street from 173d street to 129th avenue; 129th avenue from Bedell street to 174th

EXHIBIT C-20 (*continued*).

10 place; 174th place from 120th avenue to 125th avenue; 125th avenue from 174th place to Merrill avenue; Merrill avenue from 125th avenue to Baisley boulevard; Baisley boulevard from Merril avenue to Farmers boulevard; Farmers boulevard from Baisley boulevard to Foch boulevard; Merrick boulevard from Baisley boulevard to 115th avenue; 115th avenue from Merrick boulevard to 175th street; 175th street from 115th avenue to Brinkerhoff avenue; Brinkerhoff avenue from 175th street to 180th street, Fourth Ward, Borough of Queens.”

20 —and thereupon, on the 20th day of March, 1925, and the 19th day of June, 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, 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 \$2,235,000; 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 \$54,878,070, having also been presented; it is

40 Resolved, That the said resolution of the Local Board be and 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, JUNE 19, 1925.

JAMES MATTHEWS,  
Assistant Secretary.



EXHIBIT C-20 (*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, August 21, 1925.

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

20 Sir:—

Referring to contract, No. 76066;—

CONTRACT #3 includes sewers and appurtenances in:  
MERRICK BOULEVARD from Baisley Boulevard to 115th Ave.,  
115TH AVENUE from Merrick Boulevard to 175th Street,  
175TH STREET from 115th Avenue to Brinkerhoff Avenue,  
BRINKERHOFF AVENUE from 175th Street to 180th Street,  
4th Ward, Borough of Queens.”

30 I beg to inform you that the contractor, Duit Incorporated, 203 Argyle 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.

Yours very truly,

MICHAEL J. SHUGRUE,

Acting President of the Borough of Queens.

JJR-PJH

40 The notice to Contractor was mailed, Aug. 24, 1925.

EXHIBIT C-20 (*continued*).

THE CITY OF NEW YORK

Office of the

PRESIDENT OF THE BOROUGH OF QUEENS

Maurice E. Connolly  
President

10

Mary C. Hendrickson  
Secretary to President

Long Island City, May 11, 1927.

Hon. Chas. W. Berry, Comptroller,  
Department of Finance,  
Municipal Building,  
New York City, N. Y.

20 Sir:—

In accordance with the recommendation of the Engineer of Sewers, this Department, I have granted an extension of time of two hundred and four (204) days, to Duit Inc., 203 Argyle Road, Brooklyn, N. Y., in which to complete the work in connection with Contract No. 76066 —

“For constructing sewer in FARMERS BLVD., from Judith St. to 143rd Road, etc., 4th Ward (Contract #3).”

30

After the work was started it did not progress as it should. Large quantities of ground water were encountered throughout almost the entire length of the contract, which naturally slowed up the progress of the work, and the contractor had great difficulty in taking care of this ground water. Traffic conditions along Merrick Road also caused a slowing up of the work. The contract time of 150 days allowed on this contract was too short a time to expect the contractor to complete the work in view of the conditions encountered; and it is for the above

40

reasons that an extension of time was granted.

Very truly yours,

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

JK

EXHIBIT C-20 (*continued*).

CONTRACT #3 includes sewers and appurtenances in:  
MERRICK BOUL. from Baisley Boul. to 115th Ave.;  
115TH AVE. from Merrick Boul. to 175th St.;  
175TH ST. from 115th Ave. to Brinkerhoff Ave.;  
BRINKERHOFF AVE. from 175th St. to 180th St.

10

THE CITY OF NEW YORK

Office of the

PRESIDENT OF THE BOROUGH OF QUEENS

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BUREAU OF SEWERS.

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CONTRACT No. 3.

For the construction of sanitary sewers and appurtenances in:  
FARMERS BOULEVARD, from Judith St. to 143rd Rd.;  
143RD ROAD, from Farmers Blvd. to 173rd St.;  
173RD STREET, from 143rd Road to 137th Ave.;  
137TH AVENUE diagonally from 173rd St. to 173rd St.,  
as it continues northerly;  
173RD STREET, from 137th Ave. to Bedell St.;  
BEDELL STREET, from 173rd St. to 129th Ave.;  
30 129TH AVENUE, from Bedell St. to 174th Pl.;  
174TH PLACE, from 129th Ave. to 125th Ave.;  
125TH AVENUE, from 174th Pd. to Merrill Ave.;  
MERRILL AVENUE, from 125th Ave. to Baisley Blvd.;  
BAISLEY BOULEVARD from Merrill Ave. to Farmers Blvd.;  
FARMERS BOULEVARD from Baisley Blvd. to Foch Blvd.;

Contract MERRICK BOULEVARD from Baisley Blvd. to  
115th Ave.;

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#1 115TH AVENUE from Merrick Blvd. to 175th St.;  
175TH STREET from Ave. to Brinkerhoff Ave.;  
BRINKERHOFF AVENUE from 175th St. to  
180th St.;

Fourth Ward, Borough of Queens, together with all the work  
incidental thereto.

Parties.

THIS AGREEMENT, made and entered into this 12th  
day of August, in the year one thousand nine hundred and

EXHIBIT C-20 (continued).

twenty five, by and between The City of New York, party of the first part, by the President of the Borough of Queens, and Duit Inc. of 203 Argyle Road, Brooklyn, N. Y., 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 19th day of June, 1925, of which resolution the following is a copy:

10

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

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.....  
.....  
.....

Contractor to furnish tools, proper appliances, etc.

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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 "B"

- 40 5'-0" Reinforced Concrete Pipe Sewer (Precast Type "B"), Per Linear Foot, One hundred forty Dollars (\$140.00).
- 4'-6" Reinforced Concrete Pipe Sewer (Precast Type "B"), Per Linear Foot, One hundred five Dollars (\$105.00).
- 4'-0" Reinforced Concrete Pipe Sewer (Precast Type "B"), Per Linear Foot, One hundred two Dollars (\$102.00).

EXHIBIT C-20 (continued).

Chamber in Merrick Blvd. at 115th Ave., Complete, Five thousand Dollars (\$5,000.00).

Chamber in 115th Ave. at 175th St., Complete, Four thousand Dollars (\$4,000.00).

10 Chamber in 175th St. at Brinkerhoff Ave., Complete, Twenty seven hundred fifty Dollars (\$2,750.00).

Manholes and Drop Manholes, Complete, Each, Four hundred Dollars (\$400.00).

“Risers” (C. I. Pipe Class “A”), Per Vertical Foot, Five Dollars (\$5.00).

Six-inch Spurs 24-inches long on Reinforced Concrete Pipe Sewer (Precast Type “B”), Each, Two Dollars (\$2.00).

20 6-inch Vitrified Pipe House Connection Drains, Per Linear Foot, Three Dollars (\$3.00).

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

DUIT INC.  
Contractor.

40 By JOHN J. CREEM, Pres.

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

On this 14th day of August, 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-20 (*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.  
Commissioner of Deeds, No. 926  
City of New York  
Certificate filed in Queens County  
Commission Expires Apr. 22nd 1926

Certificate of acknowledgment of Contractor,  
if a corporation.

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

On this 12th day of August, 1925, before me personally came John J. Creem to me known, who, being by me duly sworn, did depose and say that he resides in the City of Brooklyn, N. Y., and is the President of Duit, 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  
30 by like order he thereto signed his name and official designation.

JEFFERSON J. REILLY,

Commissioner of Deeds, New York City.  
Commissioner of Deeds, No. 926.  
City of New York  
Certificate filed in Queens County  
Commission Expires Apr. 22nd 1926

40 KNOW ALL MEN BY THESE PRESENTS, That we Duit, Inc., hereinafter called the "Contractor," and United States Fidelity and Guaranty Company, Royal Indemnity Co., Continental Casualty Co., Eagle Indemnity Co. and Fidelity and Deposit Co. of M'd. hereinafter called the "Surety," are held and firmly bound unto The City of New York, in the sum of Four hundred twenty five 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.

EXHIBIT C-20 (*continued*).

Signed, ealed and dated this 12th day of Aug., 1925.

CONTRACT #3 includes sewers and appurtenances in:  
MERICK BOULEVARD, from Baisley Blvd. to 115th Ave.;  
115TH AVENUE, from Merrick Blvd. to 175th St.;  
175TH STREET, from 115th Ave. to Brinkerhoff Ave.;  
BRINKERHOFF AVENUE, from 175th St. to 180th St.

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 sewer, etc. in Farmers Boulevard, from Judith Street to 143rd Road, 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 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 aid 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.

30

DUIT, INC. [L. S.]  
Contractor.

By JOHN J. CREEM, Pres.  
Sirety.

40

United States Fidelity and Guaranty Company

By C. D. MARSAC,  
Attorney-in-Fact

Attest KEARN J. MULLEN,  
Attorney-in-Fact

Continental Casualty Company

By G. W. YUENGLING,  
Attorney-in-Fact

EXHIBIT C-20 (*continued*).

Fidelity and Deposit Company of Maryland

By ROBERT J. BURNS,  
Attorney-in-Fact

Attest CHARLES M. CLARK,  
Attorney-in-Fact

10

Eagle Indemnity Company

By J. P. HUNTTING,  
Resident Vice-President.

Attest W. E. MOKOSKY,  
Resident Asst. Secretary.

Royal Indemnity Company

20

By WILLIAM A. LAPORTE,  
Resident Vice-President.

Attest A. P. STOKVIS,  
Resident Asst. Secretary.

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

30 On this 12th day of August, 1925, before me personally came John J. Creem to me known, who, being by me duly sworn, did depose and say that he resides in Brooklyn, N. Y., that he is the President of the Duit 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 eh thereto signed his name and official designation.

40

JEFFERSON J. REILLY,

Commissioner of Deeds, New York City.  
Commissioner of Deeds, No. 926  
City of New York  
Certificate filed in Queens County  
Commission Expires Apr. 22nd 1926



EXHIBIT C-20 (continued).

FUNDS

PRESIDENT'S CERTIFICATE

10 It is hereby certified that the estimated cost of the work and amterials required by the within contract is One million one hundred four thousand and one hundred seventeen DOLLARS (\$1,104,117.00), and is chargeable ot the Street Improvement Fund of The City of New York.

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

THE CITY OF NEW YORK AUG. 14, 1925.

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SPECIFICATIONS

(Extracts)

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.....

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TYPE "B"

Cement Concrete Pipe With Reinforcement.

Testing pipe.

40 Reinforced concrete pipe shall not have the 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. The lower half of the pipe shall be supported in a cradle covering an arc 180 degrees. The pipe shall sutain 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.

EXHIBIT C-20 (*continued*).

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

10 132. Reinforced 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 shamped as made with date of manufacture.

Joints.

20 133. 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.

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 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.

40 135. 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 twentyone (21) days, unless otherwise specially ordered by the Engineer-in-Charge of Engineering-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) from the surface.

EXHIBIT C-20 (*continued*).

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.

10 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.

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 th contractors.

20 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.

30 139b. Precast concrete pipe, Type "B" will be paid for from the inside face of all chambers.

**EXHIBIT C-236.**

**EXHIBIT C-236**

*(Summary of Proposals. Type B. Farmers Boulevard, from Judith street to 143rd. street; 143rd road from Farmers Blvd. to 173rd street; 173rd street from 143rd Road to 137 St. Ave).*

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**PRESIDENT OF THE BOROUGH OF SEWERS**

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**BUREAU OF SEWERS**

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**SUMMARY OF PROPOSALS**

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**TYPE "B"**

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**CONTRACT #1**

includes sewers and appurtenances in: FARMERS BOULEVARD, from Judith St. to 143rd Rd.; 143rd ROAD, from Farmers Blvd. to 173rd St.; 173D STREET, from 143rd Rd. to 137th Ave.

30

For the construction of sanitary sewers and appurtenances in: FARMERS BOULEVARD, from Judith St. to 143rd Rd.; 143RD ROAD, from Farmers Blvd. to 173rd St.; 173RD STREET, from 143rd Rd. to 137th Ave.; 137TH AVENUE, diagonally from 173rd St. to 173rd St., as it continues northerly; 173RD STREET, from 137th Ave. to Bedell St.; BEDELL STREET, from 173rd St. to 129th Ave.; 129TH AVENUE, from Bedell St. to 174th Pl.; 174TH PLACE, from 129th Ave. to 125th Ave.; 125TH AVENUE, from 174th Pd. to Merrill Ave.; MERRILL AVENUE, from 125th Ave. to Baisley Blvd.; BAISLEY BOULEVARD, from Merrill Ave. to Farmers Blvd.; FARMERS BOULEVARD, from Baisley Blvd. to Foch Blvd.; MERRICK BOULEVARD, from Baisley Blvd. to 115th Ave.; 115TH AVENUE, from Merrick Blvd. to 175th St.; 175TH STREET, from 115th Ave. to Brinkerhoff Ave.; BRINKERHOFF AVENUE, from 175th St. to 180th St., Fourth Ward, Borough of Queens.

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EXHIBIT C-236 (continued).

	Bids opened on	AUGUST 3, 1925	Sureties	\$300,000.00
	Deposit	\$15,000.00		
	Engineer's Estimate	510,704.00	6-25-25	
	Time allowed	No. of Working Days	150	
		Bidder	Total Amount	
		Angelo Paino	799,063.00	
10		Awixa Corp	803,072.00	
	4,850 Lin. Ft. 5'-6" Rein. Concrete Pipe Sewer (Precast Type "B")			
			Unit Prices	
		Angelo Paino	148.30	
		Awixa Corp.	144.00	
	1 Drop Chamber in Farmers Blvd. at Judith St.			
		Angelo Paino	4,000.00	
20		Awixa Corp.	5,500.00	
	1 Chamber "A" in Farmers Blvd. near 143rd Rd.			
		Angelo Paino	7,000.00	
		Awixa Corp.	6,500.00	
	1 Chamber "B" in 143rd Rd. at Farmers Blvd.			
		Angelo Paino	7,000.00	
		Awixa Corp.	6,000.00	
30	1 Chamber in 134rd Rd. at 173rd St.			
		Angelo Paino	7,000.00	
		Awixa Corp.	6,000.00	
	1 Chamber "C" in 173rd St. at S. Side of 137th Ave.			
		Angelo Paino	6,000.00	
		Awixa Corp.	6,000.00	
40	34 Manholes and Drop Manholes			
		Angelo Paino	400.00	
		Awixa Corp.	500.00	
	700 Vertical Feet of "Risers" (C. I. Pipe Class "A")			
		Angelo Paino	10.00	
		Awixa Corp.	5.00	

**EXHIBIT C-236 (continued).**

**36 Six-inch Spurs 24-inches long on Reinforced Concrete Pipe..**

*Sewer (Precast Type "B")*

Angelo Paino	2.00
Awixa Corp.	1.00

**10 784 Lin. Ft. 6-inch Vitrified Pipe House Connections Drains**

Angelo Paino	4.00
Awixa Corp.	4.00

*Shoring & Supporting existing Masonry Aqueduct, and the south-  
erly 4'-0" C. I. Water Main, as shown on plan. excl. of deck-  
ing and piles*

Angelo Paino	1,500.00
Awixa Corp.	4,000.00

**20 Shoring & Supporting the northerly 4'-0" Water Main, as shown  
on plan, excl. of decking and piles**

Angelo Paino	5,000.00
Awixa Corp.	5,000.00

*Shoring & Supporting 6'-0" Water Main at So. Conduit Ave., as  
shown on plan, excl. of decking and piles*

<b>30</b>	Angelo Paino	5,000.00
	Awixa Corp.	6,000.00

Compared by A. H. B. & B. P.  
Computed by Em. D. H.  
Checked by  
Computed by Ewald  
Checked by Ryba

EXHIBIT C-236 (continued).

PRESIDENT OF THE BOROUGH OF QUEENS

BUREAU OF SEWERS

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SUMMARY OF PROPOSALS

TYPE "B"

20 For the construction of sanitary sewers and appurtenances in:  
FARMERS BOULEVARD, from Judth St. to 143rd Rd., 143RD  
ROAD, from Farmers Blvd. to 173rd St., Etc., Fourth Ward,  
Borough of Queens.

CONTRACT NO. 2

30 includes sewers and appurtenances in: 137TH AVE., diagonally  
from 173rd St. to 173rd St. as it continues northerly; 173RD  
STREET, from 137th Ave. to Bedell St.; BEDELL STREET,  
from 173rd St. to 129th Ave.; 129TH AVENUE, from Bedell St.  
to 174th Place; 174TH PLACE, from 129th Ave. to 125th Ave.;  
125TH AVENUE, from 174th Pl. to Merrill Ave.; MERRILL  
AVENUE, from 125th Ave. to Baisley Blvd.; BAISLEY BLVD.  
from Merrill Ave. to Merrick Blvd.

Bids opened on August 3, 1925

Sureties \$290,000.00      Deposit \$14,500.00  
Engineer's Estimate \$477,053.00      6-25-25  
Time Allowed No. of Working Days 150

	Bidder	Total Amount
40	Dominick & Bonacci	663,448.50
	Jos Gallo	675,787.00

Unit Prices

5,049 Lin. Ft. 5'-0" Reinforced Conc. Pipe Sewer (Precast Type  
"B")

	Dominick & Bonacci	119.00
	Jos Gallo	121.00

EXHIBIT C-236 (continued).

	1 Chamber "D" in 173rd St. at 137th Ave.		
	Dominick & Bonacci	4,400.00	
	Jos Gallo	4,500.00	
	1 Chamber in 173rd St. at Bedell St.		
10	Dominick & Bonacci	4,400.00	
	Jos Gallo	4,500.00	
	1 Chamber in 129th Ave. at Marsden St.		
	Dominick & Bonacci	4,400.00	
	Jos Gallo	4,500.00	
	1 Chamber in 129th Ave. at 174th Pl.		
20	Dominick & Bonacci	4,400.00	
	Jos Gallo	4,500.00	
	1 Chamber in 125th Ave. at 174th Pl.		
	Dominick & Bonacci	4,400.00	
	Jos Gallo	4,500.00	
	1 Chamber in 125th Ave. at Merrill St.		
	Dominick & Bonacci	4,400.00	
	Jos Gallo	4,500.00	
30	1 Chamber in Merrill St. at 124th Ave.		
	Dominick & Bonacci	2,900.00	
	Jos Gallo	3,000.00	
	1 Chamber in Merrill St. at Baisley Blvd.		
	Dominick & Bonacci	4,400.00	
	Jos Gallo	4,500.00	
	1 Chamber in Baisley Blvd. at Merrick Blvd.		
40	Dominick & Bonacci	5,900.00	
	Jos Gallo	6,000.00	
	29 Manholes and Drop Manholes		
	Dominick & Bonacci	450.00	
	Jos Gallo	475.00	



EXHIBIT C-236 (continued).

710 Vertical Feet of "Risers" (C. I. Pipe Class "A")

Dominick & Bonacci	5.00
Jos Gallo	5.50

10 46 Six-inch Spurs 24-inches long on Reinforced Concrete Pipe Sewer (Precast Type "B")

Dominick & Bonacci	1.75
Jos Gallo	2.00

596 Linear Feet 6-inch Vitrified Pipe House Connection Drains

Dominick & Bonacci	3.25
Jos Gallo	3.50

20 Compared by A. H. B. & B. P.  
Computed by Ryba  
Checked by Ewald

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PRESIDENT OF THE BOROUGH OF QUEENS

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BUREAU OF SEWERS

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SUMMARY OF PROPOSALS

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TYPE "B"

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40 For the construction of sanitary sewers and appurtenances in:  
FARMERS BOULEVARD, from Judth St. to 143rd Rd., 143RD  
ROAD, from Farmers Blvd. to 173rd St., Etc., Fourth Ward,  
Borough of Queens.

CONTRACT #3

includes sewers and appurtenances in: MERRICK BOUL. from  
Basley Boul. to 115th Ave.; 115TH AVENUE, from Merrick  
Boul. to 175th St.; 175TH STREET, from 115th Ave. to Brinker-  
hoff Ave.; BRINKERHOFF AVE. from 175th St. to 180th St.,

EXHIBIT C-236 (*continued*).

Bids opened on AUGUST 3, 1925  
 Sureties \$425,000.00      Deposit \$21,250.00  
 Enginer's Estimate \$717,557.00      6-25-25  
 Time Allowed No. of Working Days      150

	Bidder	Total Amount
10	Welsh Bros. Cont. Co. Inc.	\$1,179,167.00
	Duit Inc.	1,104,117.00
	<i>4,957 Linear Feet 5'-0" Rein. Con. Pipe Sewer (Precast Type "B")</i>	
		Unit Prices
	Welsh Bros Cont. Co. Inc.	133.50
	Duit Inc.	140.00
20	<i>1,213 Linear Feet 4'-6" Rein. Con. Pipe Sewer (Precast Type "B")</i>	
	Welsh Bros Cont. Co. Inc.	133.50
	Duit Inc.	105.00
	<i>2,300 Linear Feet 4'-6" Rein. Con. Pipe Sewer (Precast Type "B")</i>	
30	Welsh Bros Cont. Co. Inc.	133.50
	Duit Inc.	102.00
	<i>1 Chamber in Merrick Blvd. at 115th Ave.</i>	
	Welsh Bros Cont. Co. Inc.	5,000.00
	Duit Inc.	5,000.00
	<i>1 Chamber in 115th Ave. at 175th St.</i>	
	Welsh Bros. Cont. Co. Inc.	4,000.00
	Duit Inc.	4,000.00
40	<i>1 Chamber in 175th St. at Brinkerhoff Ave.</i>	
	Welsh Bros Cont. Co. Inc.	3,000.00
	Duit Inc.	2,750.00
	<i>62 Manholes and Drop Manholes</i>	
	Welsh Bros Cont. Co. Inc.	400.00
	Duit Inc.	400.00

EXHIBIT C-236 (continued).

1,600 Vertical Feet of "Risers" (C. I. Pipe Class "A")

Welsh Bros Cont. Co. Inc.	5.00
Duit Inc.	5.00

10 50 Six-inch Spurs 24-inches long on Reinforced Con. Pipe Sewer  
(Precast Type "B"Q)

Welsh Bros Cont. Co. Inc.	2.00
Duit Inc.	2.00

1,174 Linear Feet 6-inch Vitrified Pipe House Connection Drains

Welsh Bros Cont. Co. Inc.	3.00
Dut Inc.	3.00

Compared by A. H. B. & B. P.  
Comp. by ???

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PRESIDENT OF THE BOROUGH OF QUEENS

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BUREAU OF SEWERS

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SUMMARY OF PROPOSALS

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TYPE "B"

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40 For the construction of sanitary sewers and appurtenances in:  
FARMERS BOULEVARD, from Judth St. to 143rd Rd., 143RD  
ROAD, from Farmers Blvd. to 173rd St., Etc., Fourth Ward,  
Borough of Queens.

CONTRACT NO. 5

includes sewers and appurtenances in: BAISLEY BOULE-  
VARD, from Merrick Boul. to Farmers Boul.; FARMERS  
BOULEVARD, from Baisley Boul. to Foch Boul.

EXHIBIT C-236 (*continued*).

Bids opened on AUGUST 3, 1925  
 Sureties \$200,000.00      Deposit \$10,000.00  
 Enginer's Estimate \$318,389.00      6-25-25  
 Time Alowed No. of Working Days 150

	Bidder	Total Amount
10	Kennedy & Smith Inc.	514,721.00
	Muccini & Decker	504,187.00
	<i>3,621 Linear Feet 4'-6" Reinforced Concrete Pipe Sewer (Precast Type "B")</i>	
		Unit Prices
	Kennedy & Smith Inc	130.00
	Muccini & Decker	127.00
20	<i>1 Chamber in Baisley Blvd. near 176th St.</i>	
	Kennedy & Smith Inc.	3,800.00
	Muccini & Decker	4,500
	<i>1 Drop Chamber in Baisley Blvd. at Montauk St.</i>	
	Kennedy & Smith Inc.	3,800.00
	Muccini & Decker	4,500.00
30	<i>1 Chamber in Baisley Blvd. at Farmers Blvd.</i>	
	Kennedy & Smith Inc.	3,800.00
	Muccini & Decker	4,500.00
	<i>1 Chamber in Farmers Blvd. at Foch Blvd.</i>	
	Kennedy & Smith Inc.	6,000.00
	Muccini & Decker	4,500.00
	<i>1 Spillover Chamber in Farmers Blvd. at Foch Blvd.</i>	
40	Kennedy & Smith Inc.	11,00.00
	Muccini & Decker	12,000.00
	 <i>25 Manholes and Drop Manholes</i>	
	Kennedy & Smith Inc.	500.00
	Muccini & Decker	450.00

EXHIBIT C-236 (continued).

350 Vertical Feet of "Risers" (C. I. Pipe Class "A")

Kennedy & Smith Inc.	6.00
Muccini & Decker	5.25

10 121 Six-inch Spurs 24-inches long on Reinforced Concrete Pipe Sewer (Prcast Type "B")

Kennedy & Smith Inc.	1.00
Muccini & Decker	3.00

290 Linear Feet 6-inch Vitrified Pipe House Connection Drains

Kennedy & Smith Inc.	3.00
Muccini & Decker	3.00

Compared by A. H. B. & B. P.

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EXHIBIT C-237.

EXHIBIT C-237

10 *(Summary of Proposals. Type A. For the construction of sanitary Sewers and appurtenances in: Farmers Boulevard, from Judith St. to 143rd Rd.; 143rd Rd from Farmers Blvd. to 173rd St., Etc., Fourth Ward, Borough of Queens).*

PRESIDENT OF THE BOROUGH OF QUEENS

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BUREAU OF SEWERS

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SUMMARY OF PROPOSALS

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TYPE "A" OR SEWER DEPT. STANDARD

For the construction of sanitary sewers and appurtenances in: FARMERS BOULEVARD, from Judith St. to 143rd Rd.; 143RD, from Farmers Blvd. to 173rd St., Etc., Fourth Ward, Borough of Queens.

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CONTRACT NO. 2

includes sewers and appurtenances in: 137TH AVE., diagonally from 173rd St. to 173rd St., as it continues northerly; 173RD ST., from 137th Ave. to Bedell St.; BEDELL STRET, from 173rd St. to 129th Ave.; 129TH AVENUE, from Bedell St. to 174th Place; 174TH PLACE, from 129th Ave. to 125th Ave.; 125TH AVENUE, from 174th Pl. to Merrill Ave.; MERRILL AVENUE, from 125th Ave. to Baisley Blvd.; BAISLEY BLVD., from Merrill Ave. to Merrick Blvd.

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Bids opened on AUGUST 3, 1925  
Sureties \$290,000.00      Deposit \$14,500.00  
Engineer's Estimate \$477,053.00      6-25-25

Time Allowed No. of Working Days 150

EXHIBIT C-237 (continued).

	Bidder	Total Amount
	Jos. Gallo	703,556.50
	Dominick & Bonacci	696,267.00
	<i>5,049 Linear Feet 5'-0" Reinforced Concrete Sewer</i>	
10	Jos. Gallo	126.50
	Dominick & Bonacci	125.50
	<i>1 Chamber "D" in 173rd St. at 137th Ave.</i>	
	Jos. Gallo	4,500.00
	Dominick & Bonacci	4,400.00
	<i>1 Chamber in 173rd St. at Bedell St.</i>	
20	Jos. Gallo	4,500.00
	Dominick & Bonacci	4,400.00
	<i>1 Chamber in Bedell St. at 129th Ave.</i>	
	Jos. Gallo	4,500.00
	Dominick & Bonacci	4,400.00
	<i>1 Chamber in 129th Ave. at Marsden St.</i>	
	Jos. Gallo	4,500.00
	Dominick & Bonacci	4,400.00
30	<i>1 Chamber in 129th Ave. at 174th Pl.</i>	
	Jos. Gallo	4,500.00
	Dominick & Bonacci	4,400.00
	<i>1 Chamber in 125th Ave. at 174th Pl.</i>	
	Jos. Gallo	4,500.00
	Dominick & Bonacci	4,400.00
40	<i>1 Chamber in 125th Ave. at Merrill St.</i>	
	Jos. Gallo	4,500.00
	Dominick & Bonacci	4,400.00
	<i>1 Chamber in Merrill St. at 124th Ave.</i>	
	Jos. Gallo	3,000.00
	Dominick & Bonacci	2,900.00

EXHIBIT C-237 (continued).

1 Chamber in Merrill St. at Baisley Blvd.

Jos. Gallo	4,500.00
Dominick & Bonacci	4,400.00

1 Chamber in Baisley Blvd. at Merrick Blvd.

10	Jos. Gallo	6,000.00
	Dominick & Bonacci	5,900.00

29 Manholes and Drop Manholes

Jos. Gallo	475.00
Dominick & Bonacci	450.00

710 Vertical Feet of "Risers" (C. I. Pipe Class "A")

20	Jos. Gallo	5.50
	Dominick & Bonacci	5.00

46 Six-inch Spurs 24-inches long on Reinforced Concrete Sewer

Jos. Gallo	2.00
Dominick & Bonacci	1.75

596 Linear Feet 6-inch Vitrified Pipe House Connection Drains

Jos. Gallo	3.50
Dominick & Bonacci	3.25

30 Compared by A. H. B. & B. P.  
Computed J. Rudermo  
Checked Ewald



EXHIBIT C-237 (continued).

PRESIDENT OF THE BOROUGH OF QUEENS

BUREAU OF SEWERS

10

SUMMARY OF PROPOSALS

TYPE "A" OR SEWER DEPT. STANDARD

20 For the construction of sanitary swers and appurtenances in:  
FARMERS BOULEVARD, from Judith St. to 143rd Rd.: 143RD,  
from Farmers Blvd. to 173rd St., Etc., Fourth Ward, Borough  
of Queens.

CONTRACT NO. 3

includes sewers and appurtenances in: MERRICK BOUL. from  
Baisley Boul. to 115th Ave.; 115TH AVENUE from Merrick  
Boul. to 175th St.; 175TH STREET, from 15th Ave. to Brinker-  
hoff Ave.; BRINKERHOFF AVE., from 175th St. to 180th St.

30 Bids opened on AUGUST 3, 1925  
Sureties \$425,000.00 Deposit \$21,250.00  
Engineer's Estimate 717,557.00 6-25-25  
Time Allowed No. of Working Days 150

Bidder	Total Amount
Welsh Bros Cont. Co. Inc.	1,238,457.00
Duit Inc.	1,187,067.00

4,957 *Linear Feet 5'-0" Reinforced Concrete Sewer*

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	Unit Prices
Welsh Bros Cont. Co. Inc.	140.50
Dut Inc.	150.00

1,213 *Linear Feet 4'-6" Reinforced Concrete Sewer*

Welsh Bros Cont. Co. Inc.	140.50
Duit Inc.	115.00

EXHIBIT C-237 (continued).

	<i>2,300 Linear Feet 4'-0" Reinforced Concrete Sewer</i>	
	Welsh Bros Cont. Co. Inc.	140.50
	Duit Inc.	112.00
	<i>1 Chamber in Merrick Blvd. at 115th Ave.</i>	
10	Duit Inc.	5,000.00
	Welsh Bros Cont. Co. Inc.	5,000.00
	<i>1 Chamber in 115th Ave. at 175th St.</i>	
	Welsh Bros Cont. Co. Inc.	4,000.00
	Duit Inc.	4,000.00
	<i>1 Chamber in 175th St. at Brinkerhoff Ave.</i>	
20	Welsh Bros Cont. Co. Inc.	3,000.00
	Duit Inc.	3,000.00
	<i>62 Manholes and Drop Manholes</i>	
	Welsh Bros Cont. Co. Inc.	400.00
	Duit Inc.	400.00
	<i>1,600 Vertical Feet of "Risers" (C. I. Pipe Class "A")</i>	
	Welsh Bros Cont. Co. Inc.	5.00
	Duit Inc.	5.00
30	<i>50 Six-inch Spurs 24-inches long on Reinforced Concrete Sewer</i>	
	Welsh Bros Cont. Co. Inc.	2.00
	Duit Inc.	2.00
	<i>1,174 Linear Feet 6-inch Vitrified Pipe House Connection Drains</i>	
	Welsh Bros Cont. Co. Inc.	3.000
	Duit Inc.	3.000
40	Compared by A. H. B. & B. P.	

EXHIBIT C-237 (continued).

PRESIDENT OF THE BOROUGH OF QUEENS

BUREAU OF SEWERS

10

SUMMARY OF PROPOSALS

TYPE "A" OR SEWER DEPT. STANDARD

20 For the construction of sanitary swers and appurtenances in:  
FARMERS BOULEVARD, from Judith St. to 143rd Rd.; 143RD,  
from Farmers Blvd. to 173rd St., Etc., Fourth Ward, Borough  
of Queens.

CONTRACT NO. 4

includes sewers and appurtenances in: BAISLEY BOULE-  
VARD, from Merrick Boul. to Farmers Boul.; FARMERS  
BOULEVARD, from Baisley Boul. to Foch Boul.

Bids opened on AUGUST 3, 1926

Sureties \$200,000.00 Deposit \$10,00.00

30 Engineer's Estimates 318,389.00 6-25-25

Time Allowed No. of Working Days 150

Bidder	Total Amount
Kennedy & Smith Inc	532,826.00
Muccini & Decker	515,050.50

Unit Prices

3,621 *Linear Feet 4'-6" Reinforced Concrete Sewer*

40 Kennedy & Smith	135.00
Muccini & Decker	130.00

1 *Chamber in Baisley Blvd. near 176th St.*

Kennedy & Smith Inc.	3,800.00
Muccini & Decker	4,500.00

EXHIBIT C-237 (continued).

	<i>1 Drop Chamber in Baisley Blvd. at Montauk St.</i>	
	Kennedy & Smith Inc.	3,800.00
	Muccini & Decker	4,500.00
	<i>1 Chamber in Baisley Blvd. at Farmers Blvd.</i>	
10	Kennedy & Smith Inc.	3,800.00
	Muccini & Decker	4,500.00
	<i>1 Chamber in Farmers Blvd. at Foch Blvd.</i>	
	Kennedy & Smith Inc.	6,000.00
	Muccini & Decker	4,500.00
	<i>1 Spillover Chamber in Farmers Blvd. at Foch Blvd.</i>	
	Kennedy & Smith Inc.	11,000.00
20	Muccini & Decker	12,000.00
	<i>25 Manholes and Drop Manholes</i>	
	Kennedy & Smith Inc.	500.00
	Muccini & Decker	450.00
	<i>350 Vertical Feet of "Risers" (C. I. Pipe Class "A")</i>	
	Kennedy & Smith Inc.	6.00
	Muccini & Decker	5.25
30	<i>121 Six-inch Spurs 24-inches long on Reinforced Concrete Sewer</i>	
	Kennedy & Smith Inc.	1.00
	Muccini & Decker	3.00
	<i>290 Linear Feet 6-inch Vitrified Pipe House Connection Drains</i>	
	Kennedy & Smith Inc.	3.00
	Muccini & Decker	3.00
40	Compared by A. H. B. & B. P.	
	Computed by I. E.	
	Checked by N. A. W.	

EXHIBIT C-79

EXHIBIT C-79

10 (Contract between City of New York and Muccini and Decker for the construction of a sewer and appurtenances in Queens boulevard, north side, from Fisk avenue to Laurel Hill boulevard; Laurel Hill boulevard from Queens boulevard, north side, to New York Connecting Railroad; Middagh street from Laurel Hill boulevard to Woodside avenue; Metz avenue from Middagh street to New York Connecting Railroad; Sinclair avenue from Middagh street to New York Connecting Railroad, Second Ward, Borough of Queens).

RESOLUTION

BOARD OF ESTIMATE AND APPORTIONMENT

20

CITY OF NEW YORK

(Cal. No. 176-A)

30 Resolved, That the resolution adopted by the Board of Estimate and Apportionment on March 9, 1925, granting preliminary authorization for the construction of a sewer and appurtenances in Queens boulevard from Fisk avenue to Laura Hill boulevard; Laurel Hill boulevard from Queens boulevard to New York Connecting Railroad; Middagh street from Laurel Hill boulevard to Woodside avenue; Metz avenue from Middagh street to New York Connecting Railroad; Sinclair avenue from Middagh street to New York Connecting Railroad, Second Ward, Borough of Queens, be and the same hereby is amended to read as follows:

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 Newtown District, duly adopted by said Board on the 30th day of April 1925, and approved by the Acting President of the Borough of Queens on the 8th day of May, 1925, initiating proceedings for the following local improvement, to wit:

“For the construction of a sewer and appurtenances in Queens boulevard, north side, from Fisk avenue to Laurel Hill boulevard; Laurel Hill boulevard from Queens boulevard, north side, to New York Connecting Railroad; Mid-

EXHIBIT C-79 (*continued*).

dagh street from Laurel Hill boulevard to Woodside avenue; Metz avenue from Middagh street to New York Connecting Railroad; Sinclair avenue from Middagh street to New York Connecting Railroad, Second Ward, Borough of Queens.”

- 10 —and which resolution is accompanied with an approximate estimate of the cost of the 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  
20 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,  
30 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 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.

- 40 A true copy of resolution adopted by the Board of Estimate and Apportionment, JULY 1, 1925.

JAMES MATTHEWS,  
Assistant Secretary.

EXHIBIT C-79 (*continued*).

RESOLUTION

BOARD OF ESTIMATE AND APPORTIONMENT

CITY OF NEW YORK

(Cal. No. 176-B)

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A copy of a resolution of the Local Board of the Newtown District, duly adopted by said Board on the 30th day of April, 1925, and approved by the Acting President of the Borough of Queens on the 8th day of May, 1925, having been transmitted to the Board of Estimate and Apportionment, initiating proceedings for the following local improvement, to wit:

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York "For the construction of a sewer and appurtenances in Queens boulevard, north side, from Fisk avenue to Laurel Hill boulevard from Queens boulevard, north side, to New York Connecting Railroad; Middagh street from Laurel Hill Hill boulevard to Woodside avenue; Metz avenue from Middagh street to New York Connecting Railroad; Sinclair avenue from Middagh street to New York Connecting Railroad, Second Ward, Borough of Queens."

30

—and thereupon, on the 9th day of March, 1925, and the 1st day of July, 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 documents 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 \$23,100; 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 \$281,570, having also been presented; it is

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EXHIBIT C-79 (*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  
10 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, JULY 1, 1925.

JAMES MATTHEWS,  
Assistant Secretary.

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EXHIBIT C-79 (*continued*).

RESOLUTION  
BOARD OF ESTIMATE AND APPORTIONMENT  
CITY OF NEW YORK

(Cal. No. 118)

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Whereas, The Acting 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 Newtown District, duly adopted by said Board on the 4th day of October, 1923, and approved by the Acting President of the Borough of Queens on the 25th day of October, 1923, as follows, to wit:

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

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“For the construction of a sewer and appurtenances in Queens boulevard from Fisk avenue to Laurel Hill boulevard from Queens boulevard to New York Connecting Railroad, Middagh street from Laurel Hill boulevard to Woodside avenue, Metz avenue from Middagh street to New York Connecting Railroad, Sinclair avenue from Middagh street to New York Connecting Railroad, Second Ward, Borough of Queens.”

30

—and which resolution is accompanied with an approximate estimate of the cost of the work and the assessed value of the property benefited.

40

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

EXHIBIT C-79 (*continued*).

10 approval of the pform 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 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.

A true copy of a resolution adopted by the Board of Estimate and Apportionment, MARCH 9, 1925.

JAMES MATTHEWS,

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Assistant Secretary.

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EXHIBIT C-79 (*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

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

Long Island City, October 5, 1925.

Sir:—

20 I beg to transmit herewith, for registration in the Department of Finance, the following described contracts;—

“For the construction of a sewer and appurtenances in QUEENS BOULEVARD North Side from Fisk Avenue to Laurel Hill Boulevard; LAUREL HILL BOULEVARD from Queens Boulevard north Side to New York Connecting Railroad; MIDDAGH STREET from Laurel Hill Boulevard to Woodside Avenue; METZ AVENUE from Middagh Street to New York Connecting Railroad; SINCLAIR AVENUE from Middagh Street to New York Connecting Railroad, Second Ward, Borough of Queens.”

30 “For the construction of sewers and appurtenances in UTOPIA PARWAY, West Side, from Station Road to 35th Avenue (State Street); 35TH AVENUE from Utopia Parkway to 172nd Street and in 172ND STREET from 35th Avenue, Third Ward, Borough of Queens.”

40 “For the construction of a sewer and appurtenances in 170TH (30th) STREET from 45th (Franconia) Avenue to 43rd (Cypress) Avenue, Third Ward, Borough of Queens.”

“For regulating, recurring, reflagging and constructing receiving basins, where necessary, and for paving with a permanent pavement of granite block upon a concrete foundation, in ANABLE AVENUE from Van Dam Street to Honeywell Street;

EXHIBIT C-79 (*continued*).

also for regulating, curbing and flagging, where necessary, and for paving with a permanent pavement of granite block upon a concrete foundation in MOORE STREET from Queens Boulevard to Anable Avenue, together with all work incidental thereto, Borough of Queens."

- 10 "For regulating, and grading, together with all work incidental thereto in 59TH STREET (Holmes Avenue) from Queens Boulevard to Laurel Hill Boulevard; in 59TH PLACE from Queens Boulevard to 48th Avenue (Monroe Street); and in 47TH (Benson) Avenue, for a width of 50 feet, centrally located, from the grade point 85 feet west of 59th Street to 59th Place, Borough of Queens."

- 20 "For regulating and regrading, for paving with a permanent pavement of sheet asphalt upon a concrete foundation for a width of 40 feet adjacent to the northerly curb line, and for all work incidental thereto, in BEACH CHANNEL DRIVE from Beach 116th Street to Beach 92nd Street, Borough of Queens."

"For regulating, grading, curbing and laying sidewalks, where necessary, together with all work incidental thereto, in 98TH PLACE from Corona Avenue to Alstyn Avenue, Borough of Queens."

- 30 "For regulating, grading, curbing and laying sidewalks, where necessary, together with all work incidental thereto, in FOSTER AVENUE from Skillman Avenue to Buckley Street, Borough of Queens."

"For regulating, curbing and laying sidewalks where necessary, together with all work incidental thereto, in TIEMANN AVENUE from Nicolls Street to Opdyke Street, Borough of Queens."

- 40 "For regulating and grading the sidewalk space and laying sidewalks, where necessary, together with all work incidental thereto, on the easterly side of 179TH PLACE from 90th Avenue to Jamaica Avenue; and on the southerly side of 90TH AVENUE within the line to which the City has title, from 179th Place to 180th Street, in accordance with Section 435 of the Charter."

EXHIBIT C-79 (*continued*).

10 “For regulating, grading, constructing receiving basins, gutters, culverts and drains, and for all work incidental thereto, in NASSAU BOULEVARD from Strongs Causeway (Ireland Mill Road) to Fresh Meadow Road. Incidental work shall include, where necessary, regulating, grading and replacing surface improvemnets upon ramps of approximately five per cent grade, located within the line in use in the following streets.

20 “Strongs Causeway (Ireland Mill Road), north and south sides; LAWRENCE STREET, south side; THOMPSON PLACE, south side; SLITER PLACE, south side; KISSENA BOULEVARD (Jamaica Road), north and south sides; 166TH STREET, north side; 167TH STREET, north side; 168TH STREET, north side; 167TH STREET, north side; 169TH STREET, north side; 170TH STREET, north side; FRESH MEADOW ROAD, north and south sides; Borough of Queens.”

“For furnishing and delivering to the Bureau of Street Cleaning, as directed, in the Borough of Queens, MOTOR OILS IN BARRELS.”

Yours very truly,

MAURICE E. CONNOLLY,

President of the Borough of Queens.

JJR-PJH

encls

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EXHIBIT C-79 (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 sewer and appurtenances in QUEENS BLVD. North Side from Fisk Avenue to Laurel Hill Boulevard, LAUREL HILL BLVD. from Queens Blvd. North Side to New York Connecting Railroad, Middagh Street from Laurel Hill Blvd. to Woodside Ave., METZ AVE. from Middagh Street to New York Connecting Railroad, SINCLAIR AVE. from Middagh Street to New York Connecting Railroad, Second Ward, Borough of Queens, together with all the work incidental thereto.

Parties.

THIS AGREEMENT, made and entered into this 23rd day of Sept., 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 Muccini and Decker of 6102, 18th Ave., Brooklyn, N. Y., 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 9th day of March, 1925, of which resolution the following is a copy:

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.....  
.....

40) 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

EXHIBIT C-79 (continued).

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 "B"

- 10 24 inch Reinforced Concrete Pipe Sewer (Precast Type "B"), per linear foot, Seven 75/100 Dollars (\$7.75).
- 22 inch Vitrified Pipe Sewer, per linear foot, Eight Dollars (\$8.00).
- 18 inch Vitrified Pipe Sewer, per linear foot, Six Dollars (\$6.00).
- 12 inch Vitrified Pipe Sewer, per linear foot, Four 40/100 Dollars (\$4.40).
- 20 12 inch Vitrified Pipe Sewer, including concrete cradle, per linear foot, Six Dollars (\$6.00).
- Manholes and Drop Manholes, complete, each, One hundred Dollars (\$100.00).
- Basin Manholes, Type #3, complete, each, One hundred sixty five Dollars (\$165.00).
- Inlet, Type #3, Complete, Fifty Dollars (\$50.00).
- 30 Six-inch Spurs 24 inches long, on 24 inch Reinforced Concrete Pipe Sewer (Precast Type "B"), each One Dollar (\$1.00).
- Six inch Spurs on 22 inch Vitrified Pipe Sewer, each, Five Dollars (\$5.00).
- Six inch Spurs on 18 inch Vitrified Pipe Sewer, each Three 50/100 Dollars (\$3.50).
- Six inch Spurs on 12 inch Vitrified Pipe Sewer, each, One 50/100 Dollar (\$1.50).
- 40 12 inch Vitrified Pipe Basin Connection, per linear foot, Three Dollars (\$3.00).
- 10 inch Vitrified Pipe Basin Connection, per linear foot, Two Dollars (\$2.00).
- 6 inch Vitrified Pipe House Connection Drains, per linear foot One 60/100 Dollar (\$1.60).

EXHIBIT C-79 (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.

MUCCINI & DECKER,

By ERNEST MUCCINI.

20

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

On this 3rd day of Oct. 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 a such executed the foregoing instrument, and he acknowledged to me that he executed the same as said Acting President for the purposes therein mentioned.

30

JEFFERSON J. REILLY,

Commissioner of Deeds, New York City.  
Commissioner of Deeds, No. 926  
City of New York  
Certificate filed in Queens County  
Commision Expires Apr. 22nd 1926

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.....  
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EXHIBIT C-79 (*continued*).

Certificate of acknowledgment of the Contractor,  
if a partnership.

State of New York, ss.:  
County of Queens,

10 On this 23rd day of Sept, 1925, before me personally came Ernest Muccini to me known and known to me to be a member of Muccini & Decker, 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.

JEFFERSON J. REILLY,

20 Commissioner of Deeds, New York City.  
Commissioner of Deeds, No. 926  
City of New York  
Certificate filed in Queens County  
Commision Expires Apr. 22nd 1926

30 KNOW ALL MEN BY THESE PRESENTS, That we Muccini & Decker hereinafter called the "Contractor," and Eagle Indemnity Co. hereinafter called the "Surety," are held and firmly bound unto The City of New York, in the sum of Ten thousand DOLARS, 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 23rd day of Sept., 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 respects complete sewer, etc., in Queens Boulevard, from Fisk Ave. to Laurel Hill

EXHIBIT C-79 (*continued*).

Boulevard, etc., Second 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 is such that if the said above bounden Contractor and its his or theirs heirs, executors, administrator 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

MUCCINI & DECKER [L. S.]

By ERNEST MUCCINI.

EAGLE INDEMNITY COMPANY

Surety.

By EDWARD S. CARMICK [L. S.]  
Attorney-in-Fact.

30

Certificate of acknowledgment of bond by the Contractor,  
if a partnership.

State of New York, ss.:  
County of Queens,

40 On this 23rd day of Sept, 1925, before me personally came Ernest Muccini to me known and known to me to be a member of Muccini & Decker, 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.

JEFFERSON J. REILLY,

Commissioner of Deeds, New York City.  
Commissioner of Deeds, No. 926  
City of New York  
Certificate filed in Queens County  
Commission Expires Apr. 22nd 1926

EXHIBIT C-79 (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 Seventeen thousand three hundred forty nine 30/100 DOLARS (\$17,349.30), 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 OCT. 3, 1925.

SPECIFICATIONS

(Extracts)

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TYPE "B"

Cement Concrete Pipe With Reinforcement.

Testing pipe.

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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 per lineal foot shall be applied on the upper half of the sewer. The lower half of the pipes shall be supported in a cradle cover at the age of twenty-one (21) days and the total load specified

EXHIBIT C-79 (continued).

ing 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—2—4 mix. Each pipe shall be stamped as made with date of manufacture.

Joints.

133. The pipe shall be of the belle 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.

134. All joints to be made 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.

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 Construction.

EXHIBIT C-79 (*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 Wir Cloth. For all sizes of reinforced concrete pipe, reinforcing shall be at distances not less than one (1) from the surface.

Spurs.

137. Reinforced concrete pie 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.

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.

Depth of water.

30        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-74

EXHIBIT C-74

(Contract between the City of New York and Necaro Co. Inc. for the construction of a sanitary trunk sewer and appurtenances in Amstel Avenue, from Beach 62nd Street to Far Rockaway Boulevard; Far Rockaway Boulevard from Amstel Avenue to Beach 32nd Street (Channel Drive) and Beach 32nd Street, from Far Rockaway Boulevard to Brookhaven (McKinley) Avenue, Fifth Ward, Borough of Queens).

RESOLUTION

BOARD OF ESTIMATE and APPORTIONMENT

CITY OF NEW YORK

(Cal. No. 14-B)

20

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 Newtown District, approved by the President of the Borough of Queens on the 24th duly adopted by said Board on the 23rd day of June, 1921, and day of June, 1921, as follows, to wit:

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

30

“For the construction of a sanitary trunk sewer and appurtenances in: AMSTEL AVENUE, from Beach 62nd Street to Far Rockaway Boulevard; FAR ROCKAWAY BOULEVARD, from Amstel Avenue to Beach 32nd Street (Channel Drive) and Beach 32ND STREET, from Far Rockaway Boulevard to Brookhaven (McKinley) Avenue, Fifth Ward, 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.

40

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.

EXHIBIT C-74 (*continued*).

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.

10  
20

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Estimate and Apportionment at a meeting of said Board held on February 10, 1922.  
Dated, New York,

(Signed) JAMES MATTHEWS,

Assistant Secretary.

Board of Estimate and Apportionment

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EXHIBIT C-74 (*continued*).

RESOLUTION  
BOARD OF ESTIMATE AND APPORTIONMENT  
CITY OF NEW YORK  
(Cal. No. 449-A)

10 A copy of a resolution of the Local Board of the Newtown District, duly adopted by said Board on the 23rd day of June, 1921, and approved by the Acting President of the Borough of Queens on the 24th day of June, 1921, 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:

20 “For the construction of a sanitary trunk sewer and appurtenances in Amstel avenue from Beach 62d street to Far Rockaway boulevard: Far Rockaway boulevard from Amstel avenue to Beach 32d street (Channel drive), and Beach 32d street from Far Rockaway boulevard to Brookhaven (McKinley) avenue, Fifth Ward, Borough of Queens.”

—and thereupon, on the 10th day of February, 1922, resolutions having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of Queens to  
30 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 proposer 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  
40 as the Board has directed that the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of \$883,000: 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 \$26,247,780, having been presented; it is



**EXHIBIT C-74** (*continued*).

Resolved, That the said resolution of the Local improvement therein provided for is 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  
10 aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by th said local improvement.

A true copy of resolution adopted by the Board of Estimate and Apportionment, JUNE 19, 1925.

**JAMES MATTHEWS,**  
Assistant Secretary.

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EXHIBIT C-74 (*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, November 24, 1925.

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

20 Sir:—

Referring to contract, No. 77021;—

“For the construction of a sanitary trunk sewer and appurtenances in AMSTEL AVENUE from Beach 62nd Street to Far Rockaway Boulevard: FAR ROCKAWAY BOULEVARD from Amstel Avenue to Beach 52nd Street (Channel Drive), and BEACH 32ND STREET from Far Rockaway Boulevard to Brookhaven (McKinley) Avenue, Fifth Ward, Borough of Queens.”

30 I beg to inform you that the contractor, Necaro Company, Inc., 105 Court Street, 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.

Yours very truly,

MICHAEL J. SHUGRUE,

Acting President of the Borough of Queens.

40 The notice to Contractor was mailed NOV. 25, 1925.

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EXHIBIT C-74 (*continued*).

party of the first part, that the above contract shall be modified to provide for substituting a 42" concrete sewer in Beach 32nd Street from Far Rockaway Boulevard to Brookhaven Avenue, and that the party of the first part shall pay the party of the second part the sum of \$9.00 per lineal foot for each foot of sewer constructed under this modification, and that there shall be no  
10 further claim or charge made against the party of the first part, and the party of the second part waives any claim by 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,

20

For the City of New York,  
Party of the First Part.

HENRY NEUMAN, Pres.

Necaro Company, Inc.,  
Party of the Second Part.

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EXHIBIT C-74 (*continued*).

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.

American Surety Company of New York

10

By Wm. A. GEORGI,  
Resident Vice-President.

Attest L. KRAMER,  
Resident Assistant Secretary.

Columbia Casualty Company

By EDWARD F. HEALEY,  
Attorney-in-Fact.

20

Eagle Indemnity Company

By EDWIN E. CROWE,  
Attorney-in-Fact.

Fidelity and Deposit Company of Maryland

By ALBERT L. CARR,  
Attorney-in-Fact.

30

Attest GEORGE R. BAER,  
Attorney-in-Fact.

United States Fidelity & Guaranty Company

By ALBERT J. ROWLAND,  
Attorney-in-Fact.

Attest HENRY SCHULTZ,  
Attorney-in-Fact.

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EXHIBIT C-74 (*continued*).

CITY OF NEW YORK

Office of the

PRESIDENT OF THE BOROUGH OF QUEENS

10 Maurice E. Connolly  
President

Joseph Flanagan  
Borough Secretary

Long Island City, April 29, 1927.

Hon. Chas. W. Berry, Comptroller,  
Department of Finance,  
Municipal Building,  
New York City, N. Y.

20 Sir:—

In accordance with the recommendation of the Engineer of Sewers, this Department. I have granted an extension of time of one hundred and eighty-one (181) days, to Necaro Co., Inc., 105 Court St., Brooklyn, N. Y., in which to complete the work in connection with Contract No. 77021 —

30 “For constructing sanitary trunk sewer, etc., in AMSTEL AVE., from Beach 62nd Street to Far Rockaway Blvd., etc., 5th Ward.”

40 The conditions encountered on this contract were of an unusual nature. At the very beginning of the work bad conditions were encountered in the excavation. In one place the trench had to be excavated through some rubbish and dump, which was left there by the Street Cleaning Department, and material from the big fire which had occurred some years ago. It was impossible to keep out the water and tide through this material, and the contractor was forced to construct a cofferdam with core walls to keep this water out. The conditions of the sub-soil were such that it was necessary to order in piles, timber foundation and a concrete cradle to support the sewer and the fill to be placed upon the same. The work was further delayed by the length of time taken to remove certain buildings along the line of the work, the removal of which was necessary before the contractor could proceed.

EXHIBIT C-74 (*continued*).

10 The matter of obtaining the right-of-way under the tracks at Beach 32nd Street consumed considerable time. It was not until November 1, 1926 that the necessary papers were signed by the city officials and the Long Island Railroad giving the City the right to construct across this right-of-way, and the railroad refused to give its consent until this agreement had been executed; 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.

JK

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40

EXHIBIT C-74 (*continued*).

TYPE-B

No. 1

THE CITY OF NEW YORK

Office of the

PRESIDENT OF THE BOROUGH OF QUEENS

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BUREAU OF SEWERS

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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  
20 The City of New York, until 11 o'clock a. m.

ON OCT - 7 1925

The time allowed for the completion of the work and the full performance of the contract is 150 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.

30

The amount of SECURITY or surety bond required will be (\$400,000.00).

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-74 (continued).

BID OR ESTIMATE

For the construction of a sanitary trunk sewer and appurtenances in AMSTEL AVENUE from Beach 62nd Street to Far Rockaway Boulevard; FAR ROCKAWAY BOULEVARD from Amstel Avenue to Beach 32nd Street (Channel Drive), and BEACH 32ND STREET from Far Rockaway Boulevard to 10 Brookhaven (McKinley) Avenue, Fifth Ward, Borough of Queens.

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THE CITY OF NEW YORK

Office of the

20

PRESIDENT OF THE BOROUGH OF QUEENS

—————  
BUREAU OF SEWERS.  
—————

CONTRACT

30 For the construction of a sanitary trunk sewer and appurtenances in AMSTEL AVENUE from Beach 62nd Street to Far Rockaway Boulevard; FAR ROCKAWAY BOULEVARD from Amstel Avenue to Beach 32nd Street (Channel Drive), and BEACH 32nd STREET from Far Rockaway Boulevard to Brookhaven (McKinley) Avenue, Fifth Ward, Borough of Queens, together with all the work incidental thereto.

Parties.

40 THIS AGREEMENT, made and entered into this 29th day of Oct., 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 Necaro Co. Inc. of 105 Court St., Brooklyn, Ne. Y., 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

EXHIBIT C-74 (continued).

Apportionment adopted on the 10th day of February, 1922, 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: (Extracts)

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Contractor to furnish tools, proper appliances, etc.

30 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 "B"

- 4'-6" Reinforced Concrete Pipe Sewer (Precast Type "B"), Complete, as shown on plan, including cut and fill, but exclusive of decking, piling and cradle, Per Linear Foot, One hundred twenty two Dollars (\$122.00).
- 40 4'-0" Reinforced Concrete Pipe Sewer (Precast Type "B"), Complete, as shown on plan, exclusive of decking, piling and cradle, Per Linear Foot, One hundred twenty one Dollars (\$121.00).
- 3'-6" Reinforced Concrete Pipe Sewer (Precast Type "B"), Complete, as shown on plan, exclusive of decking, piling and cradle, Per Linear Foot, Ninety nine Dollars (\$99.00).

EXHIBIT C-74 (continued).

- 2'-3" Reinforced Concrete Pipe Sewer (Precast Type "B"), Complete, as shown on plan, exclusive of decking, piling and cradle, Per Linear Foot, Seventy Dollars (\$70.00).
- Manholes, exclusive of decking and piling, Complete, Each, Six hundred Dollars (\$600.00).
- 10 Chambers, Complete, as shown on plan, exclusive of decking and piling, Each, Two thousand Dollars (\$200.00).
- 6-inch "Risers" (Cast Iron Pipe Class "A"), Per Vertical Foot, Eight Dollars (\$8.00).
- 6-inch House Connection Drains, encased in concrete (Cast Iron Pipe Class "A"), Per Linear Foot, Four Dollars (\$4.00).
- 20 Special Manholes, including connections between old and new sewers, Complete, as shown, Each, Seven hundred fifty Dollars (\$750.00).
- 8-inch Vitrified Pipe Sewer, laid in place, Per Linear Foot, Five Dollars (\$5.00).
- 10-inch Vitrified Pipe Sewer, laid in place, Per Linear Foot, Five Dollars (\$5.00).
- 12-inch Vitrified Pipe Sewer, laid in place, Per Linear Foot, Five Dollars (\$5.00).
- 30 15-inch Vitrified Pipe Sewer, laid in place, Per Linear Foot, Six Dollars (\$6.00).
- 24-inch Reinforced Concrete Pipe Sewer (Precast Type "B"), laid in place, Per Linear Foot Fourteen Dollars (\$14.00).

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EXHIBIT C-74 (*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 Contractor 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.

NECARO CO., INC., Contractor.

By HENRY NEUMAN, Pres.

20

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

On this 13th day of Nov., 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 purpose therein mentioned.

30

JEFFERSON J. REILLY,

Commissioner of Deeds, New York City.  
Commissioner of Deeds, No. 926  
City of New York  
Certificate filed in Queens County  
Commission Expires Apr. 22nd 1926

40

EXHIBIT C-74 (continued).

Certificate of acknowledgment of Contractor,  
if a corporation.

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

10 On this 29th day of October, 1925, before me personally  
came Henry Newman to me known, who, being by me duly sworn,  
did depose and say that he resides in the City of Brooklyn and is  
the President of Necaro 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 affix-  
ed 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.

Commissioner of Deeds, No. 925  
City of New York  
Certificate filed in Queens County  
Commission Expires Apr. 22nd 1926

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30 KNOW ALL MEN BY THESE PRESENTS, That we  
Necaro Co., Inc., hereinafter called the "Contractor," and United  
States Fidelity and Guaranty Company, American Surety Co.  
of New York, Columbia Casualty Co. Eagle Indemnity Co. and  
Fidelity and Deposit Co. of M'd. 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  
40 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 29th day of Oct., 1925,

EXHIBIT C-74 (*continued*).

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 sewer, etc., in Amstell Ave, from Beach 62nd St. to Far Rockaway Boulevard, etc., 5th 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 the conditions therein contained, then this obligation to be void; otherwise, to remain in full force and virtue.

NECARO CO., INC. [L. S.]  
Contractor.

30       By HENRY NEUMAN, Pres.

United States Fidelity and Guaranty Company [L. S.]  
Surety.

By C. D. MARSAC,  
Attorney-in-Fact.

Attest WILLIAM H. ESTWICK,  
Attorney-in-Fact.  
#277244'25

40       Columbia Casualty Company

By EDWARD F. HEALEY,  
Attorney-in-Fact.

Eagle Indemnity Company

By EDWARD S. CARMICK,  
Attorney-in-Fact.

EXHIBIT C-74 (continued).

Fidelity and Deposit Company of Maryland

By ALBEDT L. CARR,  
Attorney-in-Fact.

Attest LOUIS C. FIELD,  
Attorney-in-Fact.

10

American Surety Company of New York

By E. D. SADLER,  
Resident Vice-President.

Attest A. B. KOSSOW,  
Resident Assistant Secretary.

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

30

On this 29th day of Oct., 1925, before me personally came Henry Neuman to me known, who, being by me duly sworn, did depose and say that he resides in Brooklyn, N. Y. that he is the President of the Necaro 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.

JEFFERSON J. REILLY,

Commissioner of Deeds, New York City.  
Commissioner of Deeds, No. 926  
City of New York  
Certificate filed in Queens County  
Commission Expires Apr. 22nd 1926

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EXHIBIT C-74 (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 Nine hundred ninety two thousand two hundred sixty eight DOLLARS (\$992,268.00), 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, NOV. 13, 1925.

SPECIFICATIONS  
(Extracts)

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TYPE "B"

Cement Concrete Pipe With Reinforcement.

General dimensions of pipes and minimum test load  
per lin. ft. of pipe.

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

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.....



EXHIBIT C-74 (*continued*).

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 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.

Joints.

20 133. 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.

30 134. All joints to be made of 1 : 1 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.

Laying pipe.

40 135. 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.

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) from the surface.

EXHIBIT C-74 (*continued*).

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.

10 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.

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.

20

Depth of cover.

139b. 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.

30

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

EXHIBIT C-148.

EXHIBIT C-148

KENNEDY & SMITH, INC.  
93 Amity St., Flushing, N. Y.

New York City, Mch 28, 1925 No. 1214

10     7     BANK OF THE MANHATTAN COMPANY     1-2  
          AT FLUSHING

Pay to the order of Elmhurst Lock Joint Co.     \$40,500.00

Insured Forty thousand five hundred dollars Insured

KENNEDY & SMITH, INC.

HAMY L. SMITH, Treas.             COVERT F. SMITH, Pres.

20                             11 LONG ISLAND CITY

*(Back of the check)*

For Deposit  
ELMHURST LOCK JOINT Co.  
JOHN M. PHILLIPS  
PAID 3-20-35

30

40

EXHIBIT C-148 (*continued*).

KENNEDY & SMITH, INC.  
93 Amity St., Flushing, N. Y.

Flushing, N. Y. Dec 22, 1924 No. 3057

THE FLUSHING NATIONAL BANK 1-438  
Queens Borough, City of New York

10

Pay to the order of Lock-Joint Pipe Co. of Elmhurst \$5000.00

Insured Five Thousand Dollars Insured

KENNEDY & SMITH, INC.

HAMY L. SMITH, Treas.

COVERT F. SMITH, Pres.

(*Back of the check*)

20

LOCK-JOINT PIPE Co. OF ELMHURST  
For Deposit  
JOHN M. PHILLIPS

PAY TO THE ORDER OF  
CORN EXCHANGE BANK BRANCH  
4 Collecting this item 4  
Queens County Branch  
DEC 22 1924

30

CORN EXCHANGE BANK  
Flushing Branch  
DEC 23 1924  
PAID  
PAID 12-27-24 — 1-438

40

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EXHIBIT C-148 (*continued*).

KENNEDY & SMITH INC.  
93 Amity St., Flushing, N. Y.

Flushing, N. Y. Jan. 24, 1925 No. 3125

THE FLUSHING NATIONAL BANK 1-438  
Queens Borough, City of New York

10

Pay to the order of Lock-Joint Pipe Co. of Elmhurst \$7500.00

Insured Seven Thousand Five Hundred Dollars Insured

KENNEDY & SMITH, INC.

HAMY L. SMITH, Treas.

COVERT F. SMITH, Pres.

(*Back of the check*)

20

LOCK-JOINT PIPE Co. OF ELMHURST  
For Deposit  
JOHN M. PHILLIPS

PAY TO THE ORDER OF  
CORN EXCHANGE BANK BRANCH  
4 Collecting this item 4  
Queens County Branch  
JAN 24 1925

30

CORN EXCHANGE BANK  
Flushing Branch  
JAN 26 1925  
PAID  
PAID 12-6-25 — 1-438

40

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EXHIBIT C-148 (*continued*).

KENNEDY & SMITH, INC.  
93 Amity St., Flushing, N. Y.

Flushing, N. Y. Dec 16, 1924 No. 3054

THE FLUSHING NATIONAL BANK 1-438  
Queens Borough, City of New York

10

Pay to the order of Elmhurst Lock-Joint Pipe Co.  
John M. Phillips \$5000.00

KENNEDY & SMITH, INC.

HAMY L. SMITH, Treas. COVERT F. SMITH, Pres.

(*Back of the check*)

20

LOCK-JOINT PIPE Co. OF ELMHURST  
For Deposit  
JOHN M. PHILLIPS

PAY TO THE ORDER OF  
CORN EXCHANGE BANK BRANCH  
4 Collecting this item 4  
Queens County Branch  
DEC 22 1924

30

CORN EXCHANGE BANK  
Flushing Branch  
DEC 28 1924  
PAID  
PAID 12-2-24 — 1-438

40

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EXHIBIT C-148 (*continued*).

KENNEDY & SMITH, INC.  
93 Amity St., Flushing, N. Y.

Flushing, N. Y. Nov. 29, 1924 No. 3018

THE FLUSHING NATIONAL BANK 1-438  
Queens Borough, City of New York

10

Pay to the order of Emlhurst Lock-Joint Pipe Co.  
John M. Phillips \$\$5000.00

Insured Five Thousand Dollars Insured

KENNEDY & SMITH, INC.

HAMY L. SMITH, Treas.

COVERT F. SMITH, Pres.

20

(*Back of the check*)

LOCK-JOINT PIPE Co. OF ELMHURST  
For Deposit  
JOHN M. PHILLIPS

PAY TO THE ORDER OF  
CORN EXCHANGE BANK BRANCH  
4 Collecting this item 4  
Queens County Branch  
DEC 1 1924

30

CORN EXCHANGE BANK  
Flushing Branch  
DEC 2 1924  
PAID  
PAID 12-2-24 — 1-438

40

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EXHIBIT C-30

EXHIBIT C-30

(Contract between the City of New York and H. J. Mullen, Contracting Co., Inc., for the construction of a sanitary sewer and appurtenances in 158th Street from 150th Ave. to Boynton St. Boynton Street from 158th St. to Rockaway Boulevard, etc.  
10 Contract No. 2 includes sewers and appurtenances in 158th Street from 132nd Ave. to 129th Avenue, 129th Avenue from 158th Street to New York Blvd. New York Boulevard from 129th Ave. to 119th Ave., 119th Avenue from New York Boulevard to 165th St., 165th Street from 119th Avenue to Foch Boulevard, Foch Boulevard from 165th St. to 167th St. 166th Street from Foch Blvd. to 114th Ave.

THE CITY OF NEW YORK—DEPARTMENT OF FINANCE

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Office of the Comptroller

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CONTRACT SUMMARY

Contractor	J. Mullen Contracting Co. Inc.	No. 77425
Names of sureties	National Surety Company	65,000
	Continental Casualty Co.	65,000
	U. S. Fidelity & Guaranty Co.	
	Amount of bond	\$195,000
Date of award	Nov. 13, 1925	Dept. Pres. of the Boro of Queens
Date of contract	December 3, 1925	Borough Queens
	Date paid in full	2-5-29

40

DESCRIPTION OF WORK

For the construction of a sanitary sewer and appurtenances in 158th Street from 150th Ave. to Boynton St. Boynton Street from 158th St. to Rockaway Boulevard, etc. Contract No. 2 includes sewers and appurtenances in 158th Street from 132nd Ave. to 129th Avenue, 129th Avenue from 158th Street to New York Blvd. New York Boulevard from 129th Ave. to 119th Ave., 119th



**EXHIBIT C-30** (*continued*).

Avenue from New York Boulevard to 165th St., 165th Street from 119th Avenue to Foch Boulevard, Foch Boulevard from 165th St. to 167th St. 167th Street from Foch Blvd. to 114th Ave.

Original estimate, \$696,657.00

A. E.            3,901.38

10

                      
700,558.38

**ACCOUNTS TO BE CHARGED**

**CFM 25**

**RESERVED FOR RUBBER STAMPS**

The obligation on this surety bond ceases as anything occurring after June 30, 1928.

20

If the conditions of the contract have been complied with, the retained percentage (if any) is due on or after June 30, 1928.

**GEORGE W. MORTON,**  
Examiner.

30

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40

EXHIBIT C-30 (*continued*).

RESOLUTION  
BOARD OF ESTIMATE AND APPORTIONMENT  
CITY OF NEW YORK  
(Cal. No. 134)

10

Whereas, The President of the Borough of Queens has transmitter 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 October, 1923, and approved by the Acting President of the Borough of Queens on the 19th day of November, 1923, as follows, to wit:

20

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

30

“For the construction of a sanitary sewer and appurtenances in 158th street from 150th avenue to Boynton street; Boynton street from 158th street to Rockaway boulevard; Rockaway boulevard from Boynton street to 240th avenue; 140th avenue from Rockaway boulevard to 156th street; 156th street from 140th avenue to 132nd avenue; 132nd avenue from 156th street to 158th street; 158th street from 132d avenue to 129th avenue; 129th avenue from 158th street to New York boulevard; New York boulevard from 129th avenue to 119th avenue; 119th avenue from New York boulevard to 165th street; 165th street from 119th avenue to Foch boulevard; Foch boulevard from 165th street to 167th street; 167th street from Foch boulevard to Brinkerhoff avenue; Brinkerhoff avenue from 167th street to 164th place; 164th place from Brinkerhoff avenue to 108th drive; 108th drive from 164th place to 165th place; 165th place from 108th drive to 108th avenue; 108th avenue from 165th place to 166th street; 166th street from 108th avenue to 107th avenue; 107th avenue from 166th street to Merrick boulevard; Merrick boulevard from 107th avenue to South street, Fourth Ward, Borough of Queens.”

40

— 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-30 (*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 assesment; 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 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.

A true copy of reolution adopted by the Board of Estimate and Apportionment, MARCH 20, 1925.

JAMES MATTHEWS,  
Assistant Secretary.

EXHIBIT C-30 (*continued*).

RESOLUTION  
BOARD OF ESTIMATE AND APPORTIONMENT  
CITY OF NEW YORK  
(Cal. No. 103-A)

10

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 aid local improvement, to wit:

30

“For the construction of a sanitary sewer and appurtenances in 158th Street from 150th Avenue to Boynton Street; Boynton Street from 158th Street to Rockaway Boulevard; Rockaway Boulevard from Boynton Street to 140th Avenue; 140th Avenue from Rockaway Boulevard to 156th Street; 156th Street from 140th Avenue to 132d Avenue; 132d Avenue from 156th Street to 158th Street; 158th Street from 132d Avenue to 129th Avenue; 129th Avenue from 158th Street to New York Boulevard; New York Boulevard from 129th Avenue to 119th Avenue; 119th Avenue from New York Boulevard to 165th Street; 165th Street from 119th Avenue to Foch Boulevard; Foch Boulevard from 165th Street to 167th Street; 167th Street from Foch Boulevard to Brinkerhoff Avenue; Brinkerhoff Avenue from 167th Street to 164th Place; 164th Place from Brinkerhoff Avenue to 108th Drive; 108th Drive from 164th Place to 165th Place; 165th Place from 108th Drive to 108th Avenue; 108th Avenue from 165th Place to 166th Street; 166th Street from 108th Avenue to 107th Avenue; 107th Avenue from 166th Street to Merrick Boulevard; Merrick Boulevard from 107th Avenue to South Street, Fourth Ward, Borough of Queens”.

40

— and thereupon, on the 20th day of March, 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

EXHIBIT C-30 (*continued*).

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  
10 the President of the Borough of Queens, as appears by papers and documents on the file 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 \$965,000. : 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 with, the sum of \$22,120.500., having also been presented: it is  
20

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 afore-said preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvement.

30 A true copy of resolution adopted by the Board of Estimate and Apportionment, October 23, 1925.

JAMES MATTHEWS,  
Assistant Secretary.

EXHIBIT C-30 (*continued*).

CITY OF NEW YORK

Office of the

THE PRESIDENT OF THE BOROUGH OF QUEENS

10 Maurice E. Connolly  
President

Bernard M. Patten  
Secretary to President

Long Island City, December 24, 1925.

Hon. Charles L. Craig,

Comptroller, City of New York.

20 Sir:—

Referring to contract, No. 77425;—

CONTRACT NO. 2

“For the construction of a sanitary sewer and appurtenances in 158TH STREET from 150th Ave, to Boyton St., BOYNTON STREET from 158th St. to Rockaway Boulevard, etc.,

30 CONTRACT NO. 2 includes

Sewers and appurtenances in 158TH STREET from 132nd Ave, to 129th Ave., 129TH AVENUE from 158th St. to New York Blvd.; NEW YORK BOULEVARD from 129th Ave. to 119th Ave.; 119TH AVENUE from New York Boulevard to 165th St.; 165TH STREET from 119th Ave. to Foch Boulevard; FOCH BOULEVARD from 165th St. to 167th St.; 167TH STREET from Foch Blvd. to 114th Ave., Fourth Ward, Borough of Queens.” TYPE “B”

40 I beg to inform you that the contractor, H. J. Mullen Contracting Co., Inc., 139-39 Jamaica Avenue, Jamaica, L. I., 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.

Yours very truly,

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

JJR-PJH

The notice to Contractor was mailed Dec. 28, 1925.

EXHIBIT C-30 (*continued*).

CITY OF NEW YORK

Office of the

THE PRESIDENT OF THE BOROUGH OF QUEENS

10 Bernard M. Patten  
President

Mary C. Hendrickson  
Secretary to President

Long Island City, July 13, 1928.

Hon. Chas. W. Berry, Comptroller, -  
Department of Finance,  
Municipal Building,  
20 New York City, N. Y.

Dear Sir:—

In according with the recommendation of the Engineer of Sewers, this Department, I have granted an extension of time of fifty-six (56) days, to the H. J. Mullen Contracting Co., Inc., Jamaica Avenue and 144th Street, Jamaica, L. I., in which to complete the work in connection with Contract No. 77425 —

30 "For constructing sanitary sewer, etc., in 158th Street, from 150th Avenue to Boynton Street, etc., 4th Ward (Contract #2)."

Delay in completing this contract was caused by the following unforeseen difficulties encountered during the actual construction of these sewers, as claimed by the contractor:

40 Water in conderably greater quantities than anticipated, was encountered in the trench during the progress of the work. This caused delay in assembling a plant adequate to combat water conditions as they actually existed.

The failure of the City to remove a condemned building which was in the right-of-way of the sewer construction and which had to be underpinned with unusual care, inasmuch as it was occupied.

EXHIBIT C-30 (*continued*).

10 In New York Avenue the sewer was constructed for a distance of 2500 feet adjacent to trolley tracks of the Jamaica Central Railway. As this trolley company was carrying considerable traffic, the contractor was compelled to use unusual care in construction and in protecting his trench. It is the custom of the railroad companies to shift their tracks. This could not be done on New York Avenue, however, because of lack of room; and it is for the above reasons that an extension of time was granted.

Very truly yours,

B. M. PATTERN,

BMP-P-K

President of the Borough of Queens.

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EXHIBIT C-30 (*continued*).

CONTRACT NO. 2 INCLUDES

Sewers and appurtenances in:

- 158TH STREET from 132nd Ave. to 129th Avenue;  
129TH AVENUE from 158th St. to New York Boulevard;  
NEW YORK BOULEVARD from 129th Ave. to 119th Ave.;  
10 119TH AVENUE from New York Boulevard to 165th St.;  
165TH STREET from 119th Ave. to Foch Boulevard;  
FOCH BOULEVARD from 165th St. to 167th St.;  
167TH STREET from Foch Boulevard to 114th Ave.

THE CITY OF NEW YORK

Office of the

PRESIDENT OF THE BOROUGH OF QUEENS

20

—————  
BUREAU OF SEWERS.

—————  
CONTRACT No. 2

- For the construction of a sanitary sewer and appurtenances in:  
258TH STREET from 150th Ave. to Boynton St.; BOYTON  
STREET from 158th St. to Rockaway Blvd.; ROCKAWAY  
BOULEVARD from Boynton St. to 140th Ave.; 140TH AVE-  
30 NUE from Rockaway Blvd. to 156th St.; 156TH STREET from  
140th Ave. to 132nd Ave.; 143ND VENUE from 156th St. to 158th  
ASt.; 158TH STRET from 132nd Ave. to 129th Ave.; 129TH  
AVENUE from 158th St. to New York Blvd.; NEW YORK  
BOULEVARD from 129th Ave. to 119th Ave.; 119TH AVENUE  
from New York Blvd. to 165th St.; 165TH STREET from 119th  
Ave. to Foch Blvd.; FOCH BLVD. from 165th St. to 167th St.;  
167TH STREET from Foch Blvd. to Brinkerhoff Ave.; BRIN-  
KERHOFF AVENUE from 167th St. to 164th Place; 164TH  
40 PLACE from Binkerhoff Ave. to 108th Drive; 108TH DRIVE  
from 164th Pl. to 165th Pl.; 165TH PLACE from 108th Drive to  
108th Ave.; 108TH AVENUE from 165th Pl. to 166th St.; 166TH  
STRET from 108th Ave. to 107th Ave.; 107TH AVENUE from  
166th St. to Merrick Vlvd.; MERRICK BLVD. from 107th Ave.  
to Courth St., Fourth Ward, Borough of Queens, together with  
all the work incidental thereto.

EXHIBIT C-30 (continued).

Parties.

10 THIS AGREEMENT, made and entered into this 3rd day of Dec., 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 H. J. Mullen Cont. Co. Inc. of 139-39 Jamaica Ave., Jamaica, 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 20th day of March, 1925, of which resolution the following is a copy:

Covenant.

20 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: (Extracts)

.....  
 .....  
 .....

30 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:

40 Prices.

TYPE "B"

2'-6" Reinforced Concrete Pipe Sewer (Precast Type "B"), Per Linear Foot, Eighty eight Dollars (\$88.00).

EXHIBIT C-30 (continued).

- 2'-3" Reinforced Concrete Pipe Sewer (Precast Type "B"), Per Linear Foot, Eighty three Dollars (\$83.00).
- 24-inch Reinforced Concrete Pipe Sewer (Precast Type "B'T"), Per Linear Fot, Seventy eight Dollars (\$78.00).
- 10 24-inch C. I. Pipe Class "A", Per Linear Foot, Seventy eight Dollars (\$78.00).
- Chambers, Complete, Each, Twenty five hundred Dollars (\$2,500.00).
- Manholes, Complete, Each, Three hundred Dollars (\$300.00).
- "Risers" (C. I. Pipe Class "A"), Per Vertical Fot, Fourteen Dollars (\$14.00).
- 20 6-inch Vitrified Pipe House Connection Drains, Per Linear Foot, Six Dollars (\$6.00).

.....  
 .....  
 .....

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

H. J. MULLEN CONTRACTING CO. INC.,

By Wm H. HASTINGS, Vice-Pres.

40

EXHIBIT C-30 (*continued*).

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

10 On this 10th day of Dec., 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 following instrument, and he acknowledged to me that he executed the same as said President for the purposes therein mentioned.

JEFFERSON J. REILLY,

Commissioner of Deeds, New York City.  
Commissioner of Deeds, No. 926  
City of New York  
Certificate filed in Queens County  
Commission Expires Apr. 22nd 1926

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Certificate of acknowledgment of Contractor,  
if a corporation.

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

30

On this 3rd day of Dec., 1925, before me personally came Wm. H. Hastings to me known, who, being by me duly sworn, did depose and say that he resides in Jamaica, L. I. and is the Vice President of H. J. Mullen 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 thereto signed his name and official designation.

40

JEFFERSON J. REILLY,

Commissioner of Deeds, New York City.  
Commissioner of Deeds, No. 926  
City of New York  
Certificate filed in Queens County  
Commission Expires Apr. 22nd 1926

EXHIBIT C-30 (continued).

KNOW ALL MEN BY THESE PRESENTS, That we H. J. Mullen Cont. Co. Inc. "Contractor," and United States Fidelity and Guaranty Company, Continental Casualty Co. and National Surety Co. hereinafter called the "Surety," are held and firmly bound unto The City of New York, in the sum of One hundred ninety five 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, executor, administrators and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 3rd day of Dec., 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 158th Street, from 150th Ave. to Boynton St., 4th Ward (Contract #2), together with all the work incidental 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.

H. J. Mullen Contracting Co. Inc. [L. S.]  
Contractor.

By Wm. H. HASTINGS, Vice-Pres.

United States Fidelity and Guaranty Co. [L. S.]  
By C. D. MARSAC,  
Attorney-in-Fact.

EXHIBIT C-30 (*continued*).

Attest C. S. FINKEN,  
Attorney-in-Fact.  
Surety.

#277411-25

National Surety Company

10

By J. A. McANDREW,  
Resident Vice President.

Attest A. ROBAK,  
Res. Ass't Secretary.

Continental Casualty Company

By GEORGE W. YUENGLING,  
Attorney-in-Fact.

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

On this 3rd day of Dec., 1925, before me personally came Wm H. Hastings to me known, who, being duly sworn, did depose and say that he resides in Jamaica, L. I. that he is the Vice President of the H. J. Mullen 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  
30 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,

Commissioner of Deeds, New York City.  
Commissioner of Deeds, No. 926  
City of New York  
Certificate filed in Queens County  
40 Commission Expires Apr. 22nd 1926

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EXHIBIT C-30 (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 Six hundred fifty seven DOLLARS (\$696,657.00), 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, DEC. 10, 1925.

20

SPECIFICATIONS  
(Extracts)

.....  
.....  
.....

TYPE "B"

30

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.

.....  
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.....

40

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

EXHIBIT C-30 (*continued*).

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.

10 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.

20 134. 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 springs 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.

Laying pipe.

30 135. 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.

40 136. 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) 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.



EXHIBIT C-30 (*continued*).

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.

10 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.

Depth of cover.

20 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.

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EXHIBIT C-100.

EXHIBIT C-100

10 *(Contract between the City of New York and Muccini and Decker for the construction of a sewer and appurtenances and grading where necessary in Polk Avenue from Fisk Avenue to Rowan Avenue, Rowan Avenue from Polk Avenue to Sherwood Street, Sherwood Street from Rowan Avenue to 71st Street (Worthington Ave., Second Ward, Borough of Queens)).*

THE CITY OF NEW YORK — DEPARTMENT OF FINANCE

Office of the Comptroller

CONTRACT SUMMARY

20 Contractor Muccini & Decker No. 77392

Names of sureties Eagle Indemnity Co.

Amount of bond \$15,000

Date of award Nov. 13, 1925

Department President of the Borough of Queens

Date of Contract December 5, 1925 Borough Queens

30 Date paid in full 6-9-27

DESCRIPTION OF WORK

40 For the construction of a sewer and appurtenances and grading where necessary in Polk Avenue from Fisk Avenue to Rowan Avenue, Rowan Avenue from Polk Avenue to Sherwood Street, Sherwood Street from Rowan Avenue to 71st Street (Worthington Ave., Second Ward, Borough of Queens).

Original Estimate, \$36,086.06

A. E. 136.67

36,222.73

ACCOUNTS TO BE CHARGED

EXHIBIT C-100 (*continued*).

RESOLUTION  
BOARD OF ESTIMATE AND APPORTIONMENT  
CITY OF NEW YORK  
(Cal. No. 115)

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 Newtown District, duly adopted by said Board on the 11th day of June, 1923, and approved by the Acting President of the Borough of Queens on the 19th day of June, 1923, as follows, to wit:

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

“For the construction of a sewer and appurtenances in Polk avenue from Fisk avenue to Rowan avenue, Rowan avenue from Polk avenue to Sherwood street, Sherwood street from Rowan avenue to Lenox avenue, Second 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.

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

EXHIBIT C-100 (*continued*).

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.

A true copy of resolution adopted by the Board of Estimate and Apportionment, MARCH 9, 1925.

JAMES MATTHEWS,  
Assistant Secretary.

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EXHIBIT C-100 (*continued*).

RESOLUTION

BOARD OF ESTIMATE AND APPORTIONMENT

CITY OF NEW YORK

10

(Cal. No. 316-B)

A copy of a resolution of the Local Board of the Newtown District, duly adopted by said Board on the 18th day of May, 1925, and approved by the Acting President of the Borough of Queens on the 28th day of May, 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 sewer and appurtenances and grading where necessary in Polk avenue from Fisk avenue to Rowan avenue; Rowan avenue from Polk avenue to Sherwood street; Sherwood avenue from Rowan avenue to 71st street (Worthington avenue), Second Ward, Borough of Queens.”

30

— and thereupon on the 9th day of March, 1925, and the 31st day of July, 1925, resolutions having been adopted by the Board of Borough of Queens to prepare the necessary plans, specific Estimate and Apportionment authorizing the President of the tions 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

40

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 \$33,700 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 \$788,220, having also been presented; it is

EXHIBIT C-100 (*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  
10 aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by th said local improvement.

A true copy of resolution adopted by the Board of Estimate and Apportionment, JULY 31, 1925.

JAMES MATTHEWS,

Assistant Secretary.

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EXHIBIT C-100 (*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, December 20, 1925.

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

20 Sir:—

Referring to contract, No. 77392;—

“For the construction of a sewer and appurtenances in:—  
POLK AVENUE from Fisk Avenue to Rowan Avenue;  
ROWAN AVENUE from Polk Avenue to Sherwood Street;  
SHERWOOD STREET from Rowan Avenue to 71st Street  
(Worthington Ave.), Second Ward, Borough of Queens,”

30 I beg to inform you that the contractor, Muccini & Decker,  
6102 - 18th Avenue, 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.

Yours very truly,

MICHAEL J. SHUGRUE,

President of the Borough of Queens.  
Acting President of the Borough of Queens.

JJR-PJH

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The notice to contractor was mailed Dec. 30, 1925.

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EXHIBIT C-100 (*continued*).

TYPE "B"

No. 4

THE CITY OF NEW YORK

Office of the

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PRESIDENT OF THE BOROUGH OF QUEENS

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BUREAU OF SEWERS

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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 Nov. 10, 1925.

The time allowed for the completion of the work and the full performance of the contract is 75 CONSECUTIVE WORKING DAYS.

30 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 (\$15,000.00).

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.

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**EXHIBIT C-100 (continued).**

**BID OR ESTIMATE**

10 For the construction of a sewer and appurteannces and grading where necessary in: **POLK AVENUE** from Fisk Avenue to Rowan Avenue; **ROWAN AVENUE** from Polk Avenue to Sherwood Sreet; **SHERWOOD STREET** from Rowan Avenue to 71st Street (Worthington Ave.), Second Ward, Borough of Queens.

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**THE CITY OF NEW YORK**

Office of the

**PRESIDENT OF THE BOROUGH OF QUEENS**

—————  
**BUREAU OF SEWERS**

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—————  
**CONTRACT**

For the construction of a sewer and appurtenances and grading where necessary in:

40 **POLK AVENUE** from Fisk Avenue to Rowan Avenue;  
**ROWAN AVENUE** from Polk Avenue to Sherwood Street;  
**SHERWOOD STREET** from Rowan Avenue to 71st Street (Worthington Ave.), Second Ward, Borough of Queens.

together with all the work incidental thereto.

Parties.

**THIS AGREEMENT**, made and entered into tihs 5th day of Dec., in the year one thousand nine hundred and twenty five,

EXHIBIT C-100 (continued).

by and between The City of New York, party of the first part, by the President of the Borough of Queens, and Muccini & Decker of 6102-18th Ave, Brooklyn, N. Y., Contractor, party of the second part, pursuant to the provision of The Greater New York Charter, and the resolution of The Board of Estimate and Apportionment adopted on the 9th day of March, 1925, of which resolution 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 of the second part for itself, himself, or themselves, and its, his or their executors, administrators, successors and assigns, as follows:

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.....

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 he 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 "B"

3'-6" Reinforced Concrete Pipe Sewer (Precast Type "B"), Per Linear Foot, Thirty seven Dollars (\$37.00).

3'-0" Reinforced Concrete Pipe Sewer (Precast Type "B"), Per Linear Foot, Twenty three Dollars (\$23.00).

15-inch Vitrified Pipe Sewer, Per Linear Foot, Four Dollars (\$4.00).

EXHIBIT C-100 (continued).

12-inch Vitrified Pipe Sewer, Per Linear Foot, Four Dollars (\$4.00).

Chamber in 37th Ave, near 68th St., Complete, Six hundred Dollars (\$750.00).

10 Chamber in 37th Ave, near 65th St., Complete, Six hundred Dollars (\$600.00).

Manholes, Complete, Each, One hundred thirty four Dollars (\$134.00).

Basin Manholes, Type #1, Complete, Each, One hundred forty Dollars (\$140.00).

Basin Manholes, Type #3, Complete, Each, One hundred seventy five Dollars (\$175.00).

20 Inlets, Type #1, Complete, Eac Fifty Dollars (\$50.00).

Inlet, Type #3, Complete, Seventy five Dollars (\$75.00).

12-inch Vitrified Pipe Basin Connection, Per Linear Foot, Two 75/100 Dollars (\$2.75).

10-inch Vitrified Pipe Basin Connection, Per Linear Foot, One 50/100 Dollars (\$1.50).

30 .....

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

40

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

MUCCINI & DECKER, Contractor.

By ERNEST MUCCINI.

EXHIBIT C-100 (continued).

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

On this 12th day of Dec., 1925, before me personally came Michael J. Shugrue to me known and known to me to be the Act-

10 Acting President of the Borough of Queens.  
ing 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.  
Commissioner of Deeds, No. 926  
City of New York  
Certificate filed in Queens County  
Commission Expires Apr. 22nd 1926

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Certificate of acknowledgment of the Contractor,  
if a partnership.

30 State of New York, ss.:  
County of Queens,

On this 5th day of Dec., 1925, before me personally came Ernest Muccini to me known and known to me to be a member of Muccini and Decker, the form 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.

JEFFERSON J. REILLY, .

Commissioner of Deeds, New York City.  
Commissioner of Deeds, No. 926  
City of New York  
Certificate filed in Queens County  
Commission Expires Apr. 22nd 1926

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EXHIBIT C-100 (*continued*).

10 KNOW ALL MEN BY THESE PRESENTS, That we Muccini and Decker hereinafter called the "Contractor," and Eagle Indemnity Co. hereinafter called the "Surety," are held and firmly bound unto The City of New York, in the sum of Fifteen thousand DOLARS, 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 u 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 5th day of Dec., 1925.

20 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, build, construct and in all respects complete, sewer, etc. in Polk Ave. from Fisk Ave. to Rowan Ave., etc., Second Ward, together with all the work incidental thereto, as is fully and at large set forth and described in the contract aforesaid;

30 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.

MUCCINI & DECKER [L. S.]

40

By ERNEST MUCCINI.  
Contractor.

EAGLE INDEMNITY COMPANY [L. S.]  
Surety.

By EDWARD S. CARMICK,  
Attorney-in-Fact.

EXHIBIT C-100 (*continued*).

Certificate of acknowledgment of bond by the Contractor,  
if a partnership.

State of New York, ss.:  
County of Queens,

10 On this 5th day of Dec., 1925, before me personally came Ernest Muccini to me known and known to me to be member of Muccini and Decker, 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.

JEFFERSON J. REILLY,

Commissioner of Deeds, New York City.  
Commissioner of Deeds, No. 926  
City of New York  
Certificate filed in Queens County  
Commission Expires Apr. 22nd 1926

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FUNDS

30

PRESIDENT'S CERTIFICATE

It is hereby certified that the estimated cost of the work and materials required by the within contract is Thirty six thousand eight six 06/100 DOLLARS (\$36,086.06), 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, Dec. 12, 1925.

EXHIBIT C-100 (continued).

SPECIFICATIONS

(Extracts)

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.....

10

TYPE "B"

Cement Concrete Pipe With Reinforcement.

General dimensions of pipes and minimum test load per lin. ft. of pipe.

20

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.

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.....  
.....

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

30

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—4 mix. Each pipe shall be stamped as made with date of manufacture.

Joints.

40

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 (1/2) per cent. from the hereinbefore mentioned dimensions will be permitted.

EXHIBIT C-100 (*continued*).

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 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.

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.

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) from the surface.

30 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.

40 138. 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.



EXHIBIT C-100 (*continued*).

Depth of cover.

10        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.

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EXHIBIT C-133.

EXHIBIT C-133

*(Contract between the City of New York and Kennedy & Smith Inc. for the construction of a sewer and appurtenances in Woodside Avenue from Broadway to the New York Connecting Railroad, Second Ward, Borough of Queens).*

10

RESOLUTION

BOARD OF ESTIMATE AND APPORTIONMENT

CITY OF NEW YORK

(Cal. No. 322)

20

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 Newtown District, duly adopted by said Board on the 15th day of September, 1924, and approved by the President of the Borough of Queens on the 30th day of September, 1924, as follows, to wit:

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

30

“For the construction of a sewer and appurtenances in Woodside avenue from Broadway to the New York Connecting Railroad, Second 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.

40

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

EXHIBIT C-133 (*continued*).

10 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 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.

20 A true copy of resolution adopted by the Board of Estimate and Apportionment, APRIL 24, 1925.

JAMES MATTHEWS,  
Assistant Secretary.

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EXHIBIT C-133 (*continued*).

RESOLUTION

BOARD OF ESTIMATE AND APPORTIONMENT

CITY OF NEW YORK

10

(Cal. No. 22-A)

A copy of a resolution of the Local Board of the Newtown District, duly adopted by said Board on the 15th day of September, 1924, and approved by the President of the Borough of Queens on the 30th day of September, 1924, 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 sewer and appurtenances in Woodside avenue from Broadway to the New York Connecting Railroad, Second Ward, Borough of Queens.”

30

— and thereupon, on 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 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 \$30,300; 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 \$1,375,150, having also been presented; it is

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EXHIBIT C-133 (*continued*).

Resolved, That the said resolution of the Local Board be and 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, SEPTEMBER 25, 1925.

JAMES MATTHEWS,  
Assistant Secretary.

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EXHIBIT C-133 (*continued*).

Office of the  
PRESIDENT OF THE BOROUGH OF QUEENS

Maurice E. Connolly  
President

10 Long Island City, December 17, 1925.

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

Sir:—

Referring to contract, No. 77385;—

20 “For the construction of a sewer and appurtenances in  
WODSIDE AVENUE from Broadway to the New York  
Connecting Railroad, Second Ward, Borough of Queens.”

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

Yours very truly,

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

JJR-PJH

The notice to Contractor was mailed Dec. 18, 1925.

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EXHIBIT C-133 (*continued*).

CITY OF NEW YORK

Office of the

Maurice E. Connolly  
President

10 Mary C. Hendrickson  
Secretary to President

Long Island City, June 8, 1926.

Hon. Chas. W. Berry, Comptroller,  
Department of Finance,  
Municipal Building,  
New York City, N. Y.

20 Sir:—

In accordance with the recommendation of the Engineer of Sewers, this Department, I have granted an extension of time of thirty-four (34) days, to Kennedy & Smith, Inc., Bradford Ave. & Henry St., Flushing, N. Y., in which to complete the work in connection with Contract No. 77385 —

“For the construction of a sewer and appurtenances in WODSIDE AVE., from Broadway to the New York Connecting Railroad, 2nd Ward.”

30 Before the contractor could start work, it was necessary for the New York and Queens Trolley Company to remove their tracks. Before a satisfactory arrangement was made with the trolley Company the severe winter weather set in and on account of the frost, snow and ice, the railroad company did nothing all winter toward removing these tracks, and it was not until March 10, 1926 that the contractor was able to begin actual construction, and it is for the above reasons that an extension of time was granted.

40 Yours very truly,

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

EXHIBIT C-133 (*continued*).

PRESIDENT OF THE BOROUGH OF QUEENS

Bureau of Engineering-Construction — Division of Highways

Borough of Queens — Queens Subway Building

10

(L. I. City)

Maurice E. Connolly  
President

December 4, 1926.

Subject: For sewer and appurtenances in Woodside Avenue  
from Broadway to the N. Y. Connecting Railroad,  
First Ward.

20

Mr. James J. Blake,  
Engineer of Highways.

Dear Sir:—

I hereby certify that I have inspected on December 1,  
1926 the roadways and pavements disturbed in the above sewer  
contract and find same in good condition.

Respectfully,

30

(Signed) A. F. WERNER,

AW/AM

Engineer Inspector.

40

---



EXHIBIT C-133 (*continued*).

PRESIDENT OF THE BOROUGH OF QUEENS

Bureau of Engineering-Construction — Division of Highways

Borough of Queens — Queens Subway Building

10

(L. I. City)

Maurice E. Connolly  
President

Subject: For sewer and appurtenances in Woodside Ave, from  
Broadway to te N. Y. connecting railroad, First  
Ward.

J. Franklin Perrine, Esq.,

20 Engineer of Sewers.

Dear Sir:—

In reply to your communication of November 30, 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,

30

J. J. BLAKE,  
Engineer of Highways.

(Inspector's report accompanies.)

AW/AM

40

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EXHIBIT C-133 (*continued*).

THE CITY OF NEW YORK

Office of the

PRESIDENT OF THE BOROUGH OF QUEENS

10 Bureau of Engineering Construction — Division of Sewers

Queens Subway Building

Maurice E. Connolly

President of the Borough

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

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

20 Sir:—

Herewith please find certificate for \$1,864.62 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 394, Laws of 1921, on contract #77385:

For constructing sewer, etc. in Woodside Ave. from Broadway to the N. Y. Connecting Railroad, 2nd Ward.

30

Yours respectfully,

J. FRANKLIN PERRINE,  
Engineer of sewers.

JFP/I

(Certificate attached)

40

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EXHIBIT C-133 (*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. Connolly  
President

Subject: December 11, 1926.

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

Sir:—

20

I have examined, approved and herewith transmit Certificate in the amount of \$1,864.62, on Contract No. 77385 —

“For constructing sewer, etc., in WOODSIDE AVE., from Broadway to the N. Y. Connecting Railroad, 2nd Ward.”

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

30

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

The maintenance period expired on December 3, 1926.

I recommend that this certificate be forwarded for payment.

Very truly yours,

JAMES RICE,  
Engineer in Charge,  
Engineering-Construction.

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EXHIBIT C-133 (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 sewer and appurtenances in WOOD-  
SIDE AVENUE from Broadway to the New York Connecting  
20 Railroad, Second Ward, Borough of Queens.

together with all the work incidental thereto.

Parties.

THIS AGREEMENT, made and entered into this 5th  
day of Dec., 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,  
30 N. Y., Contractor, party of the second part, pursuant to the  
provisions of The Greater New York Charter, and the resolu-  
tion of The Board of Estimate and Apportionment adopted on  
the 24th day of April, 1925, of which resolution 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  
40 contained, have mutually agrehd, 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 follow: (Extract).

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.....

EXHIBIT C-133 (*continued*).

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  
10 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 "B"

- 2'-9" Reinforced Concrete Pipe Sewer (Precast Type "B"), Per Linear Foot, Twenty eight Dollars (\$28.00).
- 20 24-inch Reinforced Concrete Pipe Sewer (Precast Type "B"), Per Linear Foot, Twenty three Dollars (\$23.00).
- 18-inch Vitrified Pipe Sewer, Per Linear Foot, Five 65/100 Dollars (\$5.65).
- 12-inch Vitrified Pipe Sewer, Per Linear Foot, Four Dollars (\$4.00).
- Chamber in Woodside Ave. at Broadway, Complete, Eight hundred Dollars (\$800.00).
- 30 Chamber on Old Sewer in Woodside Ave. at Broadway, Complete, Eight hundred Dollars (\$800.00).
- Manholes, Complete, Each, One hundred twenty five Dollars (\$125.00).
- Basin Manholes, Type #3, Complete, Each, Two hundred Dollars (\$200.00).
- Inlets, Type #3, Complete, Each, One hundred fifty Dollars  
40 (\$150.00).
- Six-inch Spurs, 24 inches long, on Reinforced Concrete Pipe Sewers (Precast Type "B"), Each, Two Dollars (\$2.00).
- Six-inch Spurs on 18-inch Vitrified Pipe Sewer, Each, Four Dollars (\$4.00).

EXHIBIT C-133 (continued).

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

12-inch Vitrified Pipe Basin Connection, Per Linear Foot, One Cent (\$0.01).

10 10-inch Vitrified Pipe Basin Connection, Per Linear Foot, One 50/100 Dollar (\$1.50).

6-inch Vitrified Pipe House Connection Drains, Per Linear Foot, Two Dollars (\$2.00).

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.....

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.

THE CITY OF NEW YORK

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

30 KENNEDY & SMITH, INC. Contractor.

By HAMY L. SMITH, Secty & Treas.

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

40 On this 10th day of Dec., 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.

JEFFERSON J. REILLY,  
Commissioner of Deeds, New York City.  
Commissioner of Deeds, No. 926  
City of New York  
Certificate filed in Queens County  
Commission Expires Apr. 22nd 1926

EXHIBIT C-133 (continued).

Certificate of acknowledgment of Contractor,  
if a corporation.

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

10 On this 5th day of Dec., 1925, before me personally came Harry L. Smith to me known, who, being 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.  
Commissioner of Deeds, No. 926  
City of New York  
Certificate filed in Queens County  
Commission Expires Apr. 22nd 1926

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30

KNOW ALL MEN BY THESE PRESENTS, That we Kennedy & Smith, Inc. hereinafter called the "Contractor," and United States Fidelity and Guaranty Company hereinafter called the "Surety," are held and firmly bound unto The City of New York, in the sum of Fourteen thousand DOLARS, 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  
40 heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 5th day of Dec., 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,

EXHIBIT C-133 (continued).

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 sewers, etc. in Woodside Ave. from N. Y. Connecting R. R. to Broadway, 2nd Ward, together with all the work incidental thereto, as is fully and at large set forth and described in the contract  
10 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  
20 therein stiplated, 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.

KENNEDY & SMITH, INC. [L. S.]  
Contractor.

By HARRY L. SMITH, Secty & Treas.

U. S. FIDELITY AND GUARANTY CO. [L. S.]  
Surety.

30

By C. D. MARSAC,  
Attorney-in-Fact.

Attest C. E. FINKEN,  
Attorney-in-Fact.  
#277424-25

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.....  
.....  
.....



EXHIBIT C-133 (*continued*).

The City and State of New York, ss.:

County of Queens,

10 On this 5th day of Dec., 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.  
Commissioner of Deeds, No. 926  
City of New York  
Certificate filed in Queens County  
Commission Expires Apr. 22nd 1926

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FUNDS

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30

PRESIDENT'S CERTIFICATE

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It is hereby certified that the estimated cost of the work and materials required by the within contract is Thirty eight thousand one hundred fifty five 30/100 DOLLARS (\$38,155.30), and is chargeable to the Street Improvement Fund of The City of New York.

40

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

THE CITY OF NEW YORK, DEC. 10, 1925.

EXHIBIT C-133 (continued).

SPECIFICATIONS

(Extracts)

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.....  
General dimensions of pipes and minimum test load per lin. ft. of pipe.

TYPE "B"

Cement Concrete Pipe With Reinforcement.

20

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.

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

30

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 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—2—4 mix. Each pipe shall be stamped as made with date of manufacture.

Joints.

40

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 (1/2) per cent. from the hereinbefore mentioned dimensions will be permitted.

Jointing.

134. All joints to be made of 1 : 2 Portland cement mortar. The mortar shall be thoroughly trowelled in the recess in

EXHIBIT C-133 (*continued*).

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 purposes 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.

10 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 specifically ordered by the Engineer-in-Charge of Engineering-Construction.

Steel for reinforcement.

20 136. 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) from the surface.

Spurs.

30 137. 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.

Rejection of defective pipe.

40 139. 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.

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.

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

EXHIBIT C-75.

EXHIBIT C-75

10 (Contract between the City of New York and Necaro Company, Inc., 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 to Sutphin boulevard; Sutphin boulevard from 114th avenue to 112th avenue, Fourth Ward Borough of Queens).

RESOLUTION

BOARD OF ESTIMATE AND APPORTIONMENT

20

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 May, 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 appurtenance 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 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.

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

EXHIBIT C-75 (*continued*).

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.

- 10 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 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
- 20 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.

A true copy of resolution adopted by the Board of Estimate and Apportionment, JANUARY 29, 1925.

JAMES MATTHEWS,  
Assistant Secretary.

30

40

EXHIBIT C-75 (*continued*).

RESOLUTION

BOARD OF ESTIMATE AND APPORTIONMENT

CITY OF NEW YORK

(Cal. No. 348-A)

10

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:

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 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.”

30

—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

40

as they relate to Section No. 1 of the proposed improvement, this 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; 16th street from North Conduit avenue to 120th avenue, and 120th avenue from 16th street to 153rd street, as appears by papers and documents on the files of the Board of Estimate and

EXHIBIT C-75 (*continued*).

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 Section No. 2 of the proposed work or improvement, together with the preliminary expenses, will be the sum of \$346,600; 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 \$55,317,000 having also been presented; and

Whereas, The Board of Estimate and Apportionment, by resolutions adopted on the 22d day of May, 1925, has granted final authorization for the construction of Section No. 1 of the improvement herein; be it

Resolved, That the said resolution of the Local Board be and the same is hereby approved and the construction of Section No. 2 (the final section) of the local improvement therein provided for is hereby authorized; this comprising the work of constructing sanitary sewers and appurtenances in 120th avenue from 153r 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, Fourth Ward, Borough of Queens; and be it further

Resolved, That 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, OCTOBER 2, 1925.

JAMES MATTHEWS,  
Assistant Secretary.

EXHIBIT C-75 (*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, December 24, 1925.

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

20 Sir:—

Referring to contract, No. 77393;—

“For the construction of sanitary sewers and appurtenances in 150TH TREET 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; Fourth Ward, Borough of Queens, Contract No. 2, Type “B” .

I beg to inform you that the contractor, Necaro Company, 105 Court Street, 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.

Yours vedy truly,

40

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

JJR-PJH

The ontice to contractor was mailed DEC. 28, 1925.



EXHIBIT C-75 (*continued*).

THE CITY OF NEW YORK

Office of the

PRESIDENT OF THE BOROUGH OF QUEENS

10 Maurice E. Connolly  
President

Mary C. Hendrickson  
Secretary to President

Long Island City, April 4, 1927.

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 and thirty-three (133) days to Necaro Co., Inc., 105 Court St., Brooklyn, N. Y., in which to complete the work in connection with Contract No. 77393 —

30 “For constructing sewer, etc., in 150TH ST., from 150th Ave. to North Conduit Ave., etc., 4th Ward (Contract #2).”

40 The work on this contract was ordered to begin on January 3, 1926, which was during the severe winter weather, and while the contractor began assembling his plant about this time, work was not actually begun until April 16, 1926. After the work was started, considerable quantities of water were encountered in the sub-grade. Part of the trench was so dangerous it was found necessary to drive piles in order to carry the sewer. The driving of the piles and pumping necessary to keep the trench dry caused the work to progress much more slowly than anticipated. The contractor was also delayed on account of some buildings on the line of the work, the removal of which was delayed by The City, causing an additional delay to the contractor; 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.

JK

EXHIBIT C-75 (continued).

TYPE-B

No. 1

THE CITY OF NEW YORK

Office of the

10 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 OCT. 20, 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 25.00 dollars per day.

30 The amount of SECURITY or surety bond required will be (\$160,000.00).

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.....  
.....

40 CONTRACT NO. 2 — Includes 120th Ave., from 153rd St. to Lake View Pl.; Lake View Place, from 120th Ave, to 155h St.; 155th St., from Lake View Pd. to 114th Ave.; 114th Ave., from 155th St. to Sutphin Blvd.; Sutphin Blvd., from 114th Ave. to 112th Ave.

EXHIBIT C-75 (*continued*).

THE CITY OF NEW YORK

Office of the

PRESIDENT OF THE BOROUGH OF QUEENS

10

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BUREAU OF SEWERS

---

CONTRACT NO. 2

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 Street;  
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 Avenue to 112th Avenue,  
Fourth Ward, Borough of Queens, together with all the work  
incidental thereto.

Parties.

30

THIS AGREEMENT, made and entered into this 5th day  
of Dec., 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 Necaro Co., Inc.,  
of 105 Court St., Brooklyn, N. Y., Contractor, party of second  
part, pursuant to the provisions of The Greater New York  
Charter, and the resolution of The Board of Estimate and Ap-  
portionment adopted on the 29th day of January, 1925, of which  
resolution the following is a copy:

40

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 of the second part for itself, himself, or them-  
selves, and its, his or their executors, administrators, successors  
and assigns, as follows: (Extracts)

EXHIBIT C-75 (continued).

Contractor to furnish tools, proper appliances, etc.

10 V. The Contractor hereby agrees to furnish and provide all materials, labor and appliances necessary and proper for the purpose, 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:

Prices.

TYPE "B"

20 3'-3" Reinforced Concrete Pipe Sewer, Precast Type "B", Per Linear Foot, Eighty Dollars (\$80.00).

3'-0" Reinforced Concrete Pipe Sewer, Precast Type "B", Per Linear Foot, Ninety Dollars (\$90.00).

12-inch Cast Iron Pipe, Class "A" Sewer, Per Linear Foot, Ten Dollars (\$10.00).

Manholes, Complete, Each, Six hundred Dollars (\$600.00).

Chambers, Complete, Each, Three thousand Dollars (\$3,000.00).

30 "Risers" Cast Iron Pipe, Class "A", Per Vertical Foot, Ten Dollars (\$10.00).

Six-inch Spurs 24-inches long on Reinforced Concrete Pipe Sewers, Precast Type "B", Each Three Dollars (\$3.00).

6-inch Vitrified Pipe House Connection Drains, Per Linear Foot, Five Dollars (\$5.00).

40 .....

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

EXHIBIT C-75 (continued).

the Comptroller of The City of New York, and the third to be delivered to the Contractor.

THE CITY OF NEW YORK

By MAURICE E. CONNOLY,  
President of the Borough of Queens.

10

NECARO CO., INC., Contractor.

By HENRY NEUMAN, Pres.

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

20

On this tenth day of Dec., 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.

JEFFERSON J. REILLY,

Commissioner of Deeds, New York City.  
Commissioner of Deeds, No. 926  
City of New York

30

Certificate filed in Queens County  
Commission Expires Apr. 22nd, 1926

---

Certificate of acknowledgment of Contractor,  
if a corporation.

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

40

On this fifth day of Dec., 1925, before me personally came Henry Neuman to me known, who, being by me duly sworn, did depose and say that he resides in the City of Brooklyn and is the President of Necaro 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

EXHIBIT C-75 (continued).

b 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.  
Commissioner of Deeds, No. 926  
City of New York  
Certificate filed in Queens County  
Commission Expires Apr. 22nd, 1926

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KNOW ALL MEN BY THESE PRESENTS, That we Nesaro Co., Inc., hereinafter called the "Contractor" and United States Fidelity and Guaranty Company, Eagle Indemnity Co. and Fidelity and Deposit Co. of M'd, hereinafter called the "Surety," are held and firmly bound unto The City of New York, in the sum of One hundred sixty thousand DOLARS, 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.

30

Signed, sealed and dated this 5th day of Dec., 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 sewer, etc., in 150th Street, from 150th Ave to North Conduit Ave., etc., 4th Ward (Contract #2), together with all the work incidental 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

EXHIBIT C-75 (continued).

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.

10

NECARO CO., INC. [L. S.]  
Contractor.

By HENRY NEUMAN, Pres.

U. S. FIDELITY AND GUARANTY CO. [L. S.]

By C. D. MARSAC,  
Attorney-in-Fact.

20

Attest C. E. FENKIEN,  
Attorney-in-Fact.  
#277414-25

EAGLE INDEMNITY CO.,

By EDWARD S. CARMICK,  
Attorney-in-Fact.

FIDELITY AND DEPOSIT CO. OF M'D,

30

By GEORGE E. BAER,  
Attorney-in-Fact.

Attest LOUIS C. FIELD,  
Attorney-in-Fact.

.....  
.....  
.....

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

40

On this fifth day of Dec., 1925, before me personally came Henry Neuman to me known, who, being by me duly sworn, did depose and say that he resides in Brooklyn; that he is the President of the Necaro 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

EXHIBIT C-75 (continued).

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,

Commissioner of Deeds, City of New York.  
Commissioner of Deeds, No. 926  
City of New York  
Certificate filed in Queens County  
Commission Expires Apr. 22nd, 1926

10

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FUNDS

20

PRESIDENT'S CERTIFICATE

It is hereby certified that the estimated cost of the work and materials required by the within contract is Four hundred seventy one thousand one hundred fifty DOLLARS (\$471,150.00), and is chargeable to the Street Improvement Fund of The City of New York.

30

MAURICE E. CONNOLLY,

President of the Borough of Queens.

THE CITY OF NEW YORK, DEC. 10, 1925.

SPECIFICATIONS

40

(Extracts)

.....  
.....  
.....

General dimensions of pipes and minimum test load per lin. ft. of pipe.



EXHIBIT C-75 (*continued*).

TYPE "B"

Cement Concrete Pipe With Reinforcement.

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

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

20 132. 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.

Joints.

30 133. 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 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.

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-Construction.

EXHIBIT C-75 (*continued*).

Steel for reinforcement.

10 135. 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) 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 trenches.

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.

Depth of cover.

30 139a. Where depth of cover on precast pipe sewer is sixteen feet (16') or over extra reinforced 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-160.

EXHIBIT C-160

10 (Contract between the City of New York and Awixa Corporation  
for the construction of a sanitary sewer and appurtenances in  
158th street from 150th avenue to Boynton street; Boynton street  
from 158th street to Rockaway boulevard; Rockaway boulevard  
from Boynton street to 140th avenue; 140th avenue from Rock-  
away boulevard to 156th street; 156th street from 140th avenue  
to 132d avenue; 132d avenue from 156th street to 158th street;  
158th street from 132d avenue to 129th avenue; 129th avenue  
from 158th street to New York boulevard; New York boulevard  
from 129th avenue to 119th avenue; 119th avenue from New York  
boulevard to 165th street; 165th street from 119th avenue to  
Foch boulevard; Foch boulevard from 165th street to 167th  
street; 167th street from Foch boulevard to Brinkerhoff avenue;  
20 Brinkerhoff avenue from 167th street to 164th place; 164th place  
from Brinkerhoff avenue to 108th drive; 108th drive from 164th  
place to 165th place; 165th place from 108th drive to 108th ave-  
nue; 108th avenue from 165th place to 166th street; 166th street  
from 108th avenue to 107th avenue; 107th avenue from 166th  
street to Merrick boulevard; Merrick boulevard from 107th ave-  
nue to South street, Fourth Ward, Borough of Queens).

RESOLUTION

30 BOARD OF ESTIMATE AND APPORTIONMENT

CITY OF NEW YORK

(Cal. No. 134)

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 the 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, as follows, to wit:

“Resolved, That this Board does hereby initiate proceed-  
ings for the said local improvement, to wit:

“For the construction of a sanitary sewer and appurten-  
ances in 158th street from 150th avenue to Boynton street; Boyn-  
ton street from 158th street to Rockaway boulevard; Rockaway

EXHIBIT C-160 (*continued*).

10 boulevard from Boynton street to 140th avenue; 140th avenue from Rockaway boulevard to 156th street; 156th street from 140th avenue to 132d avenue; 132d avenue from 156th street to 158th street; 158th street from 132d avenue to 129th avenue; 129th avenue from 158th street to New York boulevard; New York boulevard from 129th avenue to 119th avenue; 119th avenue from New York boulevard to 165th street; 165th street from 119th avenue to Foch boulevard; Foch boulevard from 165th street to 167th street; 167th street from Foch boulevard to Brinkerhoff avenue; Brinkerhoff avenue from 167th street to 164th place; 164th place from Brinkerhoff avenue to 108th drive; 108th drive from 164th place to 165th place; 165th place from 108th drive to 108th avenue; 108th avenue from 165th place to 166th street; 166th street from 108th avenue to 107th avenue; 107th avenue from 166th street to Merrick boulevard; Merrick boulevard from 107th avenue to South street, Fourth Ward, Borough of  
20 Queens.”

— and which resolution is accompanied with an approximative estimate of the cost of the work and the assessed value of the property benefited.

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 détermination 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 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,

EXHIBIT C-160 (*continued*).

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 resolution adopted by the Board of Estimate and Apportionment, MARCH 20th, 1925.

10

JAMES MATTHEWS,  
Assistant Secretary.

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RESOLUTION

20

BOARD OF ESTIMATE AND APPORTIONMENT

CITY OF NEW YORK

(Cal. No. 10-A)

30

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:

40

“For the construction of a sanitary sewer and appurtenances in 158th street from 150th avenue to Boynton street; Boynton street from 158th street to Rockaway boulevard; Rockaway boulevard from Boynton street to 140th avenue; 140th avenue from Rockaway boulevard to 156th street; 156th street from 140th avenue to 132d avenue; 132d avenue from 156th street to 158th street; 158th street from 132d avenue to 129th avenue; 129th avenue from 158th street to New York boulevard; New York boulevard from 129th avenue to 119th avenue; 119th ave-

EXHIBIT C-160 (*continued*).

10 nue from New York boulevard to 165th street; 165th street from 119th avenue to Foch boulevard; Foch boulevard from 165th street to 167th street; 167th street from Foch boulevard to Brinkerhoff avenue; Brinkerhoff avenue from 167th street to 164th place; 164th place from Brinkerhoff avenue to 108th drive; 108th drive from 164th place to 165th place; 165th place from 108th drive to 108th avenue; 108th avenue from 165th place to 166th street; 166th street from 108th avenue to 107th avenue; 107th avenue from 166th street to Merrick boulevard; Merrick boulevard from 107th avenue to South street, Fourth Ward, Borough of Queens.”

20 — and thereupon, on the 20th day of March, 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, 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  
30 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 \$965,000; 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 \$22,120,500, having also been presented; it is

40 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 to be benefited by the said local improvement.

A true copy of resolution adopted by the Board of Estimate and Apportionment, OCTOBER 23, 1925.

JAMES MATTHEWS,  
Assistant Secretary.

EXHIBIT C-160 (*continued*).

PRESIDENT OF THE BOROUGH OF QUEENS

Maurice E. Connolly  
President

10 Michael J. Shugrue  
Commissioner of Public Works

Clifford B. Moore  
Consulting Engineer

CBM-M Long Island City, November 23, 1925.

Mr. Frank J. Prial,  
Deputy Comptroller,  
New York City.

20 Dear Sir:

Your communication of November 19th, addressed to Borough President Connolly, relative to the 158th Street sewer in the Borough of Queens, was referred to me for reply.

30 The Engineer's estimate on this work was \$965,000. The sum of the lowest bidders, after splitting this contract up in three parts, amounted to \$1,512,915. As you state there is considerable difference between our estimated cost of the work and the low bids on this work. These differences have been true of all work in that section, and I might state that in some cases the differences have been much larger. The contract price always being very much higher than our estimated cost.

40 The Contractors and the Engineers agree that this is probably one of the most difficult sections to sewer in the City of New York. The water is within a few feet of the surface and the invert of the pipe is some twelve to sixteen feet below this water line. In making our estimates we have not had recourse to borings, and while we realize the water conditions are there, it has usually been complicated by running quicksand as well. This necessitates the contractor using steel "Lackawanna" type piling and well-points to take care of these conditions. On these contracts as we have worked north from Jamaica Bay we have anticipated getting less and less water but the contractors evidently ascertained the conditions and found them the same throughout.

EXHIBIT C-160 (*continued*).

The Chief Engineer of the Board of Estimate and Apportionment has also called the attention of the Board to these wide differences.

10 The sheathing that I have referred to we have anticipated could be used at least three times, in most cases, however, the contractor has so badly damaged the steel that most of it has to be discarded after its first use.

20 Several of the contracts which are up under way have been losing ones to the contractors due to these conditions. We have purposely kept our estimates low, hoping it would have the tendency to keep the bids as low as possible. There is no doubt that these various expensive uncertainties found in this character of work have caused the contractors to keep their prices up, and only the most experienced ones are able to do this character of work. In some cases we have readvertised and in each case the low bid has again been as high or higher than the original.

I have tried to set forth the facts which contribute to these wide differences to which you call attention. If there is any further information you desire I will be pleased to communicate upon such advise from you.

Very truly yours,

30

CLIFORD B. MOORE,  
Consulting Engineer.

40

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EXHIBIT C-160 (*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, December 28, 1925.

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

20 Sir:—

Referring to contract, No. 77420;—

CONTRACT NO. 1

“For the construction of a sanitary sewer and appurtenances in 158TH STREET from 150th Ave. to Boynton St.; BOYNTON STREET from 158th St. to Rockaway Boulevard, etc.,

CONTRACT NO. 1 includes

30 Sewers and appurtenances in 158TH STREET from 150th Ave. to Boynton St.; BOYNTON STREET from 158th Street to Rockaway Boulevard; ROCKAWAY BOULEVARD from Boynton St. to 140th Ave.; 140TH AVENUE from Rockaway Boulevard to 156th St.; 156TH STREET from 140th Ave. to 132nd Ave.; 132ND AVENUE from 156th St. to 158th Street, Fourth Ward, Borough of Queens.”

40 I beg to inform you that the contractor, Awixa Corporation, Islip, L. I., 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.

Very truly yours,

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

JJRPJH

The notice to Contractor was mailed Dec. 29, 1925.

EXHIBIT C-160 (continued).

TYPE-B

No. 1

THE CITY OF NEW YORK

Office of the

10 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 NOV. 10, 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.

30 The amount of SECURITY or surety bond required will be (\$209,000.00).

.....  
.....  
.....

40 CONTRACT NO. 1 includes Sewers and appurtenances in: 158TH STREET from 150th Ave. to Boynton Stree;  
BOYNTON STREET from 158th St. to Rockaway Blvd.;  
ROCKAWAY BOULEVARD from Boynton St. to 140th Ave.;  
140TH AVENUE from Rockaway Boulevard to 156th St.;  
156TH STREET from 140th Ave. to 132nd Ave.;  
132ND AVENUE from 156th St. to 158th St.

EXHIBIT C-160 (*continued*).

CITY OF NEW YORK

Office of the

PRESIDENT OF THE BOROUGH OF QUEENS

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BUREAU OF SEWERS.

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CONTRACT NO. 1

For the construction of a sanitary sewer and appurtenances in  
158TH STREET, from 150th Ave. to Boynton St.; BOYNTON  
20 STREET from 158th St. to Rockaway Blvd.; ROCKAWAY  
BOULEVARD from Boynton St. to 140th Ave.; 140TH AVE-  
NUÉ from Rockaway Blvd. to 156th St.; 156TH STREET from  
140th Ave. to 132nd Ave.; 132ND AVENUE from 156th St. to  
158th St.; 158TH STREET from 132nd Ave. to 129th Ave.; 129TH  
AVENUE from 158th St. to New York Blvd.; NEW YORK  
BOULEVARD from 129th Ave. to 119th Ave.; 119TH AVENUE  
from New York Blvd. to 165th St.; 165TH STREET from 119th  
Ave. to Foch Blvd.; FOCH BOULEVARD from 165th St. to  
167th St.; 167TH STREET from Foch Blvd. to Brinkerhoff Ave.;  
30 BRINKERHOFF AVENUE from 167th St. to 164th Pl.; 164TH  
PLACE from Brinkerhoff Ave. to 108th Drive; 108TH DRIVE  
from 164th Place to 165th Place; 165TH PLACE from 108th  
Drive to 108th Ave.; 108TH AVENUE from 165th Place to 166th  
Street; 166TH STREET from 108th Ave. to 107th Ave.; 107TH  
AVENUE from 166th St. to Merrick Blvd.; MERRICK BLVD.  
from 107th Ave. to South St., Fourth Ward, Borough of Queens,  
together with all the work incidental thereto.

Parties.

40

THIS AGREEMENT, made and entered into this 7th day  
of Dec., 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 Awixa Corp. of  
Islip, L. I., Contractor, party of the second part, pursuant to the  
provisions of The Greater New York Charter, and the resolu-  
tion of The Board of Estimate and Apportionment adopted on  
the 20th day of March, 1925, of which resolution the following  
is a copy:

EXHIBIT C-160 (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:

.....  
.....  
.....

Contractor to furnish tools, proper appliances, etc.

20 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 "B"

- 30 3'-0" Reinforced Concrete Pipe Sewer (Precast Type "B"), Per Linear Foot, Ninety five Dollars (\$95.00).
- 2'-9" Reinforced Concrete Pipe Sewer (Precast Type "B"), Per Linear Foot, Ninety three Dollars (\$93.00).
- Chambers, Complete, Each, Six thousand Dollars (\$6,000.00).
- Manholes, Complete, Each, Six hundred Dollars (\$600.00).
- 40 "Risers" (C. I. Pipe Class "A"), Per Vertical Foot Fifteen Dollars (\$15.00).
- 6-inch Vitrified Pipe House Connection Drains, Per Linear Foot, Five Dollars (\$5.00).
- Shoring and Supporting existing masonry Aqueduct at N. Conduit Ave., including 4'-0" C. I. Water Main on S. Side of

EXHIBIT C-160 (continued).

Aqueduct, as shown on plan, exclusive of decking and piling, The Sum of Thirty five thousand Dollars (\$35,000.00).

Shoring and Supporting 4'-0" C. I. Water Main on N. Side of Aqueduct, as shown on plan, exclusive of decking and piling, The Sum of Twelve thousand Dollars (\$12,000.00).

10 Shoring and Supporting 6'-0" Water Main at S. oCnduit Ave., as shown on plan, exclusive of decking and piling, The Sum of Twelve thousand Dollars (\$12,000.00).

.....  
.....  
.....

20 IN WITNESS WHEREOF, The President of the Borough of Queens, for and on behalf of The City of New York, an 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 MAURICE E. CONNOLLY,  
President of the Borough of Queens.

AWIXA CORPORATION,  
Contractor.

30

By CLAIRE D. SCHLEMMER, Pres.

40

EXHIBIT C-160 (*continued*).

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

10 On this tenth day of Dec., 1925, before me personally came Maurice E. Connolly to me known and known to me to be the Presiden of the Borough of Queens, of The City of New York, the person described as such in and who as such executed the foregoing instrumnt, and he acknowledged to me that he execut-  
ed the same as said President for the purposes therein men-  
tioned.

JEFFERSON J. REILLY,

Commissioner of Deeds, New York City.  
Commissioner of Deeds, No. 926  
City of New York  
Certificate filed in Queens County  
20 Commission Expires Apr. 22nd, 1926

---

Certificate of acknowledgement of Contractor,  
if a corporation.

State of New York, ss.:  
County of Queens,

30 On this 7th day of December, 1925, before me personally came Clare D. Schlemmer to me known, who, being by me duly sworn, did depose and say that he resides in Islip, L. I. and is the President of Awixa 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 af-  
fixed by order of the Board of Directors of said company and  
that by like order he thereto signed his name and official de-  
signation.

40

JEFFERSON J. REILLY,

Commissioner of Deeds, The City of New York.  
Commisioner of Deeds, No. 926  
City of New York  
Certificate filed in Queens County  
Commission Expires Apr. 22nd, 1926

EXHIBIT C-160 (continued).

KNOW ALL MEN BY THESE PRESENTS, That we Awixa Corp hereinafter called the "Contractor," and United States Fidelity and Guaranty Company and Eagle Indemnity Co. and Didelity and Deposit Co. of M'd hereinafter called the "Surety," are ehld and firmly bound unto The City of New York, in the sum of Two hundred nine thousand DOLLARS, lawful  
10 omney 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 7th day of Dec., 1925,

WHEREAS, The above bounden Contractor, by an instru-  
20 ment 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 respects complete sewer, etc., in 158th St. from 150th Ave. to Boynton S., etc. 4th Ward (Contract #1) together with all the work incidental thereto, as is fully and at large set forth and described in he contract aforesaid.

NOW, THEREFORE, The condition of the above obliga-  
30 tion 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; other-  
40 wise, to remain in full force and virtue.

AWIXA CORPORATION [L. S.]  
Contractor.

By CLAIR D. SCHLEMMER, Pres.

EXHIBIT C-160 (continued).

U. S. FIDELITY AND GUARANTY CO. [L. S.]  
Surety.

By C. D. MARSAC,  
Attorney-in-Fact.

Attest C. E. FENKIEN,  
Attorney-in-Fact.  
#47749-25

10

EAGLE INDEMNITY COMPANY,

By EDWARD S. CARMICK,  
Attorney-in-Fact.

FIDELITY AND DEPOSIT CO. OF M'D,

By GEORGE E. BAER,  
Attorney-in-Fact.

20

Attest LOUIS C. FIELD,  
Attorney-in-Fact.

---

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

30 On this 7th day of Dec., 1925, before me personally came  
CLAIR D. SCHLEMMER to me known, who, being by me duly  
sworn, did depose and say that eh resides in Islip, L. I. that he is  
the President of the Awixa Co. 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 instru-  
ment is such corporate seal; that it was so affixed by order of  
the Board of Directors of said Corporation and tha by like order  
he thereto signed his name and official designation.

40

JEFFERSON J. REIL,

Commissioner of Deeds, The City of New ork.  
Commissioner of Deeds, No. 926  
City of New York  
Certificate filed in Queens County  
Commission Expires Apr. 22nd, 1926



EXHIBIT C-160 (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 Seven hundred forty thousand seven hundred fifty four Dollars (\$740,754.00), and is chargeable to the Street Improvement Fund of The City of New York.

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

20

THE CITY OF NEW YORK, DEC. 10, 1925.

SPECIFICATIONS  
(Extracts)

30

.....  
.....  
.....  
General dimensions of pipes and minimum test load  
per lin. ft. of pipe.

TYPE "B"

Cement Concrete Pipe With Reinforcement

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

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

132. Reinforced concrete pipe shall be constructed at the site of the work, in ashed if the weather requires, and the pipe shall be made by a manufacturer of established reputation, who

EXHIBIT C-160 (*continued*).

shall have 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  
10 shall be stamped as made with date of manufacture.

Joints.

133. The pipe shall be of the belle 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.

20

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.

30 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-Construction.

Steel for reinforcement.

40 136. 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) from the surface.

Spurs.

EXHIBIT C-160 (*continued*).

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 Engineer-in-Construction.

10 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.

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.

20

Depth of cover.

139a. Where depth of cover on precast pipe sewer is sixteen (.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.

30



EXHIBIT C-127.

EXHIBIT C-127

*(Letter from J.-F. Perrine to Harry S. Hart).*

THE CITY OF NEW YORK

10

Office of the

PRESIDENT OF THE BOROUGH OF QUEENS

Bureau of Engineering Construction — Division of Sewers

Maurice E. Connolly, President of the Borough

Queens Subway Building

20

Telephone, 5400 Hunters Point

Long Island City, N. Y., January 13 1926

Mr. Harry S. Hart  
2039 Broadway  
New York, N. Y.

Dear Sir:

30

Sorry not to have answered your letter of December 11th sooner, but press of business has prevented.

I am enclosing a copy of the specifications, which I drew up for the machine made concrete pipe.

Yours very truly,

J. FRANKLIN PERRINE,  
Engineer of Sewers.

JFP/I

40

(Enc.)

EXHIBIT C-127 (*continued*).

PIPE SEWERS.

140(a) All sewer pipe used (other than reinforced concrete pipe) shall be the best quality of salt glazed vitrified pipe, or of the type known as cement concrete sewer pipe.

- 10 All sewer pipe under 24" in diameter shall be full bell and spigot type and may be either salt glazed vitrified sewer pipe complying with the requirements of the standard specifications for clay sewer pipe of the American Society for testing materials, serial designation C-13-20, or machine made cement concrete sewer pipe, complying with the requirements of the standard specifications for cement concrete sewer pipe of the American Society for testing materials, serial number C-14-24.

20 CEMENT CONCRETE PIPE SEWER.

- 30 Cement concrete pipe shall if required made close enough to the site of the work in which it is to be installed to permit of ready and easy inspection. The cement, sand and coarse aggregate shall conform to the requirements, as set forth in these specifications under these headings. In addition to the testing of the materials used in the manufacture of the pipe, if required, sample pipe may be subjected to the test for crushing and leakage equivalent to those tests described by the American Society for testing materials.

Each pipe shall have clearly marked thereon, the name of of the manufacturer, the date and the place where it was made. No pipe shall be laid in the trench which has not been seasoned for at least 28 days.

All of the requirements for vitrified pipe sewers, as set forth in these specifications, as to the laying, etc., of the sewers, shall apply to cement concrete pipe sewer.

40

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Exhibit C-140.

EXHIBIT C-140.

10 *(Contract between the City of New York and Kennedy & Smith, Inc. for the construction of a sewer and appurtenances in North Conduit avenue from 79th (Genesee) street to 133d (Blake) avenue, and in 133d (Blake) avenue from North Conduit avenue to 88th street (Boyd avenue), Borough of Queens).*

RESOLUTION

BOARD OF ESTIMATE AND APPORTIONMENT

CITY OF NEW YORK

(Cal. No. 321)

20 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 5th day of August, 1924, and approved by the President of the Borough of Queens on the 27th day of August, 1924, as follows, to wit:

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

30 “For the construction of a sewer and appurtenances in North Conduit avenue from 79th (Genesee) street to 133d (Blake) avenue, and in 133d (Blake) avenue from North Conduit avenue to 88th street (Boyd avenue), 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.

40 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 his authorization to be charged against the Street Improvement Fund and later in the assessment.

Resolved, That the Board of Estimate and Apportionment will consider the authorization of the construction of the said

Exhibit C-140 (*continued*).

10 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 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.

20 A true copy of resolution adopted by the Board of Estimate and Apportionment, APRIL 24, 1925.

JAMES MATTHEWS,  
Assistant Secretary.

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30

40



Exhibit C-140 (*continued*).

RESOLUTION

BOARD OF ESTIMATE AND APPORTIONMENT

CITY OF NEW YORK

10

(Cal. No. 509-A)

A copy of a resolution of the Local Board of the Jamaica District, duly adopted by said Board on the 5th day of August, 1924, 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:

20 “For the construction of a sewer and appurtenances in North Conduit avenue from 79th (Genesee) street to 133d (Blake) avenue; and in 133d (Blake) avenue from North Conduit avenue to 88th street (Boyd avenue), Borough of Queens.”

— and thereupon, on 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  
30 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 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 \$91,400;  
40 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 \$2,775,920, 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

Exhibit C-140 (*continued*).

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 afoesaid preliminary expenses, shall be assessed upon the property deemed to be benefitted by the said local improvement.

10 A true copy of resolution adopted by the Board of Estimate and Apportionment, DECEMBER 4, 1925.

JAMES MATTHEWS,  
Assistant Secretary.

20

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30

40

Exhibit C-140 (*continued*).

CITY OF NEW YORK

Office of the

COMMISSIONER OF PUBLIC WORKS OF THE

10

BOROUGH OF QUEENS

Michael J. Shugrue  
Commissioner

W. AUGUSTUS SHIPLEY  
Asst. Commissioner

Long Island City, March 9, 1926.

20 Hon. Charles W. Berry,  
Comptroller, City of New York.

Sir:—

Referring to contract, No. 78018;—

30 “For the construction of a sewer and appurtenances in  
NORTH CONDUIT AVENUE from 79th (Genesee) Street to  
133rd (Blake) Avenue; and in 133rd (Blake) AVENUE from  
North Conduit Avenue to 88th Street (Boyd Ave.), Fourth Ward,  
Borough of Queens,” TYPE “B”.

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

Yours very truly,

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

40 JJR-PJH

The notice to contractor was mailed APR 12 1926.

Exhibit C-140 (*continued*).

TYPE-B

No. 3

THE CITY OF NEW YORK

Office of the

10

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-4 1926.

The time allowed for the completion of the work and the full performance of the contract is 110 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.

30

The amount of SECURITY or surety bond required will be (\$41,000.00).

.....  
.....  
.....

40

Exhibit C-140 (*continued*).

THE CITY OF NEW YORK

Office of the

PRESIDENT OF THE BOROUGH OF QUEENS

10

—————  
BUREAU OF SEWERS.  
—————

CONTRACT

20 For the construction of a sewer and appurtenances in NORTH CONDUIT AVENUE, from 79th (Genesee) Street to 133rd (Blake) Avenue, and in 133rd (Blake) Avenue from North Conduit Avenue to 88th Street (Boyd Ave.), Fourth Ward, Borough of Queens.

together with all the work incidental thereto.

Parties.

30 THIS AGREEMENT, made and entered into this 19th day of Jan., in the year one thousand nine hundred and twenty six, by and between The City of New York, party of the first part, by the President of the Borough of Queens, and Kennedy and Smith, Inc. of Bradford Ave and Henry St., 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 24th day of April, 1925, of which resolution the following is a copy:

Covenant.

40 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:

Exhibit C-140 (continued).

.....  
.....  
.....

Contractor to furnish tools, proper appliances, etc.

10 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 amounts or rates at which this contract was awarded to the Contractor at the public letting thereof:

20

TYPE "B"

Prices.

5'-3" Reinforced Concrete Pipe Sewer( Precast Type "B"), Per Linear Foot, Thirty five Dollars (\$35.00).

4'-3"Reinforced Concrete Pipe Sewer (Precast Type "B"), Per Linear Foot, Twenty six Dollars (\$26.00).

30 3'-9"Reinforced Concrete Pipe Sewer (Precast Type "B"), Per Linear Foot, Twenty three Dollars (\$23.00).

Chamber in North Conduit Ave. at 79th St., Complete, Ten hundred sixty five Dollars (\$1065.00).

Chamber in North Conduit Ave. at 133rd Ave., Complete, eight hundred Dollars (\$800.00).

Chamber in 133rd Ave. a 83rd St., Complete, Eight hundred Dollars (\$800.00).

40 Chamber in 133rd Ave. at 77th St., Complete Eight hundred Dollars (\$800.00).

Manholes, Complete, Each, One hundred Dollars (\$100.00).

Six-inch Spurs 24-inches long on Reinforced Concrete Pipe Sewer (Precast Type "B"), Each, Two Dollars (\$2.00).

Exhibit C-140 (continued).

6-inch Vitrified Pipe House Connection Drains, Per Linear Foot,  
Three Dollars (\$3.00).

“Fill” (4 ft. cover), Per Cubic Yard, One cent (\$0.01).

10 .....  
.....  
.....

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.

20 THE CITY OF NEW YORK.

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

KENNEDY & SMITH, INC.,  
Contractor.

By Hamy L. Smith, Treas.

30 \_\_\_\_\_  
The City and States of New York, ss.:  
County of Queens,

40 On this 28th day of January, 1926, 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 pur-  
poses herein mentioned.

JEFFERSON J. REILLY.  
Commissioner of Deeds, New York City.  
Commissioner of Deeds, No. 926  
City of New York  
Certificate filed in Queens County  
Commission Expires Apr. 22nd, 1926

Exhibit C-140 (*continued*).

Certificate of acknowledgment of Contractor,  
if a corporation.

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

10 On this 19th day of January, 1926, 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 & 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, The City of New York.  
Commissioner of Deeds, No. 926  
City of New York  
Certificate filed in Queens County  
Commission Expires Apr. 22nd 1926

30

KNOW ALL MEN BY THESE PRESENTS, That we Kennedy & Smith, Inc., hereinafter called the "Contractor," and United States Fidelity and Guaranty Company hereinafter called the "Surety," are held and firmly bound unto The City of New York, in the sum of Forty one 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  
40 heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 19th day of Jan., 1926.

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,



Exhibit C-140 (continued).

10 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 No. Conduit Ave, from 79th St. to 133rd Ave. 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  
tehrein 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.

KENNEDY & SMITH, INC. [L. S.]  
Contractor.

By HARRY L. SMITH, Treas.

U. S. FIDELITY & GUARANTY CO. [L. S.]

30 Surety.  
By C. E. FINKEN,  
Attorney-in-Fact.

Attest. E. G. BABCOCK,  
Attorney-in-Fact.  
#275374-26

40

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

On this 19th day of January, 1926, 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

Exhibit C-140 (*continued*).

the Secretary and Treasurer of 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  
10 and official designation.

JEFFERSON J. REILLY,  
Commissioner of Deeds, The City of New York.  
Commissioner of Deeds, No. 926  
City of New York  
Certificate filed in Queens County  
Commission Expires Apr. 22nd 1926

20

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FUNDS

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PRESIDENT'S CERTIFICATE

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30 It is hereby certified that the estimated cost of the work and materials required by the within contract is Seventy nine thousand four hundred sixty four DOLLARS (\$79,464.00), and is chargeable to the Street Improvement Fund of The City of New York.

MICHEL J. SHUGRUE,  
Acting President of the Borough of Queens.

THE CITY OF NEW YORK, JAN. 28 1926.

40

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SPECIFICATIONS

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TRENCHES

(Extracts)

Exhibit C-140 (continued).

.....  
.....  
.....

Price to cover.

10        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.

TYPE "B"

20                    Cement Concrete Pipe With Reinforcement.

General dimensions of pipes and minimum test load per lin. ft. of pipe.

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.

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

30        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 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—2—4 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. No pipe having a butt joint will be considered. No variation over one-half (1/2) per cent. from the hereinbefore mentioned dimensions will be permitted.

Exhibit C-140 (*continued*).

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 sping line, making a continuous invert. After this has been done, steel forms epecially 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.

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

30 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.

40 138. 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.

Exhibit C-140 (*continued*).

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.

10

Measurements.

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

20



30

40

EXHIBIT C-71.

EXHIBIT C-71

(Check No. 401 for \$5,000.00 by Hammen Construction Company  
to John M. Phillips).

10                   HAMMEN CONSTRUCTION COMPANY  
                    Public Works Contractors  
  
                            Detroit, Mich., JAN 7-1926                   No. 401  
Pay to order of JOMN M. PHILLIPS   \$5,000.00  
  
                    EXACTLY FIVE THOUSAND DOLLARS NO CENTS  
                    HAMMEN CONSTRUCTION COMPANY  
                            By GEORGE POLCHOW, Ast.-Treas.  
20 Perth Amboy Trust Company,  
            Perth Amboy, N. J.

(Back)  
For Deposit  
JOHN M. PHILLIPS

30                   PAY ANY BANK,  
                    BANKER, OR TRUST CO.  
                    PRIOR ENDORSEMENTS  
                            GUARANTEED  
                            JAN 9 1926  
                    FEDERAL RESERVE BANK  
                            OF NEW YORK  
                            1120  
  
                    PAY ANY BANK BANKER OR TRUST CO.  
                            1-2           OR ORDER           1-2  
                    PRIOR ENDORSEMENTS GUARANTEED  
                            JAN 9 1926  
40                   BANK OF THE MANHATTAN COMPANY  
                    Q    W. A. RUSH.           CASHIER           D  
                            PAID  
                            1-11-26  
                            55-166

Exhibit C-27.

EXHIBIT C-27.

*(10 cheques drawn by Duit Inc., on The Chase National Bank, New York City, from March 18th, 1926 to Dccember 5th, 1927).*

10 DUIT, Inc., No. 1161  
Brooklyn, N. Y.

New York, Mar. 18, 1926.

THE CHASE NATIONAL BANK, 1-74 H  
of the City of New York.

Hamilton Trust Branch — 191 Montague St., Brooklyn

20 Pay to the  
Order of Dan'l J. Creem, assignee of J. M. Phillips \$28080.00  
Twenty eighty thousand eighty ..... Dollars  
Payable through the new York Clearing House

30 \_\_\_\_\_  
DUIT INC.  
by  
Dan'l J. Creem,  
President.

(Back of the Cheque)

40 Dan'l J. Cream  
Assignee of J. M. Phillips  
Deposit  
Dan'l J. Creem

\_\_\_\_\_  
The Chase National Bank  
H  
Mar. 18, 1826.  
\_\_\_\_\_

Exhibit C-27 (continued).

(The remaining Nine (9) cheques, forming part of Exhibit C-27, are hereinafter listed. The said Nine (9) cheques are all the same as the above, save as to numbers, date, and amount, the said number, date and amount being hereinafter mentioned:)

	No. 1224 — May 11, 1926 — \$52,704.00
10	No. 1265 — June 4, 1926 — 36,504.00
	No. 1327 — July 13, 1926 — 44,280.00
	No. 1367 — Aug. 12, 1926 — 47,520.00
	No. 1407 — Sep. 12, 1926 — 44,928.00
	No. 1451 — Oct. 23, 1926 — 48,600.00
	No. 1508 — Dec. 15, 1926 — 47,736.00
	No. 1559 — Jan. 24, 1927 — 6,480.00
	No. 1695 — Dec. 5, 1927 — 9,168.00

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Exhibit C-52.

EXHIBIT C-52

(Summary of proposals: Hempstead Avenue).

PRESIDENT OF THE BOROUGH OF QUEENS

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BUREAU OF SEWERS.

SUMMARY OF PROPOSALS

20 No. 3

TYPE "B"

Lowest Bidder Highway Imp. & Repair Co. Inc.  
For the construction of a sanitary sewer to be used temporarily  
as a combined sewer in:

HEMPSTEAD AVENUE from Springfield Blvd. to 220th Street;  
220TH STREET from Hempstead Avenue to 99th Avenue;  
99TH AVENUE from 220th Street to 222nd Street;  
30 222ND STREET from 99th Avenue to Jamaica Avenue;  
Fourth Ward, Borough of Queens.

Bids opened on April 7, 1926 Sureties \$122,000.00  
Deposit \$6,100.00 Engineer's Estimate \$244,032.00 12/1/25  
Time Allowed No. of Working Days 125

	BIDDER	TOTAL AMOUNT
	Highway Imp. & Repair Co. Inc.	368,044.00
	Kennedy & Smith Inc	372,968.00
40	Muccini & Decker	398,1772.00
	Duit Inc.	402,536.00
	Angelo Paino	410,430.00

UNIT PRICES

3,650 Linear Feet 3'-6" Reinforced Concrete Pipe Sewer (Pre-  
cast Type "B")

Exhibit C-52 (continued).

UNIT PRICES

	3,650 Linear Feet 3'-6" Reinforced Concrete Pipe Sewer (Pre-cast Type "B")	
	Highway Imp. & Repair Co. Inc.	93.00
	Kennedy & Smith Inc.	91.00
10	Muccini & Decker	100.00
	Duit Inc.	101.00
	Angelo Paino	103.00
	26 Manholes and Drop Manholes	
	Highway Imp. & Repair Co. Inc	300.00
	Kennedy & Smith Inc.	350.00
	Muccini & Decker	375.00
	Duit Inc.	400.00
	Angelo Paino	400.00
20	1 Chamber in Hempstead Ave. at 220th St.	
	Highway Imp. & Repair Co. Inc.	2500.00
	Kennedy & Smith Inc.	3500.00
	Muccini & Decker	2500.00
	Duit Inc.	2500.00
	Angelo Paino	3000.00
	1 Chamber in 220th Street near 100th Ave.	
30	Highway Imp. & Repair Co. Inc.	2500.00
	Kennedy & Smith Inc.	3500.00
	Muccini & Decker	2500.00
	Duit Inc.	2500.00
	Angelo Paino	3000.00
	1 Chamber in 220th Street at 99th Ave.	
	Highway Imp. & Repair Co. Inc.	2500.00
	Kennedy & Smith Inc.	3500.00
	Muccini & Decker	2500.00
40	Duit Inc.	2500.00
	Angelo Paino	3000.00
	1 Chamber in 99th Avenue at 222nd St.	
	Highway Imp. & Repair Co. Inc.	2500.00
	Kennedy & Smith Inc.	3500.00
	Muccini & Decker	2500.00
	Duit Inc.	2500.00
	Angelo Paino	3000.00

Exhibit C-52 (*continued*).

	1 Chamber in 222nd Street at Jamaica Ave.		
	Highway Imp. & Repair Co. Inc.	2500.00	
	Kennedy & Smith Inc.	3500.00	
	Muccini & Decker	2500.00	
	Duit Inc.	2500.00	
	Angelo Paino	3000.00	
10	10 Basin Manholes (Type #3)		
	Highway Imp. & Repair Co. Inc.	185.00	
	Kennedy & Smith Inc.	250.00	
	Muccini & Decker	225.00	
	Duit Inc.	200.00	
	Angelo Paino	100.00	
	5 Inlets (Type #3)		
20	Highway Imp. & Repair Co. Inc.	75.00	
	Kennedy & Smith Inc.	150.00	
	Muccini & Decker	100.00	
	Duit Inc.	80.00	
	Angelo Paino	100.00	
	160 Vertical Feet Risers (Cast Iron Pipe Class "A")		
	Highway Imp. & Repair Co. Inc.	7.00	
	Kennedy & Smith Inc.	20.00	
	Muccini & Decker	8.00	
	Duit Inc.	10.00	
30	Angelo Paino	100.00	
	188 Six-inch Spurs 24-inches long on Reinforced Concrete Pipe Sewer (Precast Type "B")		
	Highway Imp. & Repair Co. Inc.	1.00	
	Kennedy & Smith Inc.	3.00	
	Muccini & Decker	1.00	
	Duit Inc.	1.50	
	Angelo Paino	2.00	
40	500 Linear Feet 12-inch Vitrified Pipe, Basin Connection		
	Highway Imp. & Repair Co. Inc.	2.50	
	Kennedy & Smith Inc.	4.00	
	Muccini & Decker	3.00	
	Duit Inc.	3.00	
	Angelo Paino	1.00	

Exhibit C-52 (*continued*).

100 Linear Feet 10-inch Vitrified Pipe, Basin Connection

Highway Imp. & Repair Co. Inc.	1.75
Kennedy & Smith Inc.	2.00
Muccini & Decker	2.00
Duit Inc.	2.00
Angelo Paino	1.00

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1,668 Linear Feet 6-inch Vitrified Pipe, House Connection  
Drains

Highway Imp. & Repair Co. Inc.	2.00
Kennedy & Smith Inc.	3.00
Muccini & Decker	3.00
Duit Inc.	3.00
Angelo Paino	3.00

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Exhibit C-53.

EXHIBIT C-53

PRESIDENT OF THE BOROUGH OF QUEENS

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BUREAU OF SEWERS.

SUMMARY OF PROPOSALS

TYPE "B"

No. 1  
20

Lowest Bidder Highway Improvement & Repair Co. Inc.  
For the construction of a sanitary sewer to be used temporarily  
as a combined sewer in FOCH BOULEVARD from Farmers  
Boulevard to Springfield Boulevard, Fourth Ward, Borough of  
Queens.

Bids opened on APRIL 7, 1926 Sureties \$223,000.00

Deposit \$11,150.00 Engineer's Estimate \$443,547.25 12/1/25

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BIDDER

TOTAL AMOUNT

Highway Imp. & Repair Co. Inc.	638,766.00
Hammen Const. Co.	679,428.00
Duit Inc.	700,529.00
Muccini & Decker	704,354.00
Angelo Paino	710,548.00
Kennedy & Smith Inc.	715,524.00

40

UNIT PRICES

5,478 Linear Feet 4'-6" Reinforced Concrete Pipe Sewer (Pre-  
cast Type "B")

Highway Imp. & Repair Co. Inc.	110.00
Hammen Cons. Co.	116.00

Exhibit C-53 (*continued*).

	Duit Inc.	120.00
	Muccini & Decker	121.00
	Angelo Paino	122.00
	Kennedy & Smith Inc.	122.00
	<b>40 Manholes and Drop Manholes</b>	
10	Highway Imp. & Repair Co. Inc.	350.00
	Hammen Const. Co.	500.00
	Duit Inc.	400.00
	Muccini & Decker	375.00
	Angelo Paino	400.00
	Kennedy & Smith Inc.	425.00
	<b>1 Chamber in Foch Boulevard near 207th St.</b>	
	Highway Imp. & Repair Co. Inc.	3000.00
	Hammen Const. Co.	1000.00
20	Duit Inc.	2500.00
	Muccini & Deckher	3500.00
	Angelo Paino	3000.00
	Kennedy & Smith Inc.	3500.00
	<b>1 Chamber in Foch Boulevard at Springfield Boulevard</b>	
	Highway Imp. & Repair Co. Inc.	3000.00
	Hammen Const. Co.	1000.00
	Duit Inc.	2500.00
30	Muccini & Deckher	3500.00
	Angelo Paino	3000.00
	Kennedy & Smith Inc.	3500.00
	<b>10 Basin Manholes (Type #3)</b>	
	Highway Imp. & Repair Co. Inc.	185.00
	Hammen Const. Co.	50.00
	Duit Inc.	200.00
	Muccini & Decker	225.00
	Angelo Paino	100.00
40	Kennedy & Smith Inc.	250.00
	<b>5 Inlets (Type #3)</b>	
	Highway Imp. & Repair Co. Inc.	75.00
	Hammen Const. Co.	50.00
	Duit Inc.	80.00
	Muccini & Decker	100.00
	Kennely & Smith Inc.	150.00

Exhibit C-53 (continued).

	1,470 Vertical Feet Risers (Cast Iron Pipe Class "A")	
	Highway Imp. & Repair Co. Inc.	7.00
	Hammen Const. Co.	10.00
	Duit Inc.	10.00
	Muccini & Decker	8.00
	Angelo Paino	10.00
10	Kennedy & Smith Inc.	10.00
	126 Six-inch Spurs 24-inches long on Reinforced Concrete Pipe Sewer (Precast Type "B")	
	Highway Imp. & Repair Co. Inc.	1.00
	Hammen Const. Co.	5.00
	Duit Inc.	1.50
	Muccini & Decker	1.00
	Angelo Paino	2.00
20	Kennedy & Smith Inc.	3.00
	500 Linear Feet 12-inch Vitrified Pipe, Basin Connection	
	Highway Imp. & Repair Co. Inc.	2.50
	Hammen Const. Co.	1.00
	Duit Inc.	3.00
	Muccini & Decker	3.00
	Angelo Paino	1.00
	Kennedy & Smith	3.00
30	100 Linear Feet 10-inch Vitrified Pipe, Basin Connection	
	Highway Imp. & Repair Co. Inc.	1.75
	Hammen Const. Co.	1.00
	Duit Inc.	2.00
	Muccini & Decker	2.00
	Angelo Paino	1.00
	Kennedy & Smith Inc.	2.00
	1,060 Linear Feet 6-inch Vitrified Pipe, House Connection Drains	
40	Highway Imp. & Repair Co. Inc.	2.00
	Hammen Const. Co.	5.00
	Duit Inc.	3.00
	Muccini & Decker	3.00
	Angelo Paino	3.00
	Kennedy & Smith Inc.	3.00

Exhibit C-54.

EXHIBIT C-54

(Summary of proposals: Springfield Boulevard).

PRESIDENT OF THE BOROUGH OF QUEENS

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BUREAU OF SEWERS.

SUMMARY OF PROPOSALS

20

TYPE "B"

No. 2

Lowest Bidder Highway Imp. & Repair Co. Inc.

For the construction of a sanitary sewer to be used temporarily as a combined sewer in SPRINGFIELD BOULEVARD from Foch Boulevard to Hempstead Avenue, Fourth Ward, Borough of Queens.

30 Bids opened on APRIL 7, 1926 Sureties \$200,000.00  
Deposit \$10,000.00 Engineer's Estimate \$399,669.00 12/1/25  
Time Allowed No. of Working Days 225

BIDDER

TOTAL AMOUNT

	Highway Imp. & Repair Co. Inc.	618,760.00
	Angelo Paino	705,485.00
	Muccini & Decker	717,709.00
	Duit Inc.	718,874.00
40	Kennedy & Smith Inc.	718,877.00

UNIT PRICES

6,580 Linear Feet 3'-6" Reinforced Concrete Pipe Sewer (Pre-cast Type "B")

	Highway Imp. & Repair Co. Inc.	90.00
	Angelo Paino	102.00



Exhibit C-54 (continued).

	Muccini & Decker	104.
	Duit Inc.	104.00
	Kennedy & Smith Inc.	103.00
	48 Manholes and Drop Manholes	
	Highway Imp. & Repair Co. Inc.	300.00
10	Angelo Paino	400.00
	Muccini & Decker	375.00
	Duit Inc.	400.00
	Kennedy & Smith Inc.	425.00
	10 Basin Manholes (Type #3)	
	Highway Imp. & Repair Co. Inc.	185.00
	Angelo Paino	100.00
	Muccini & Decker	225.00
	Duit Inc.	200.00
20	Kennedy & Smith Inc.	250.00
	5 Inlets (Type #3)	
	Highway Imp. & Repair Co. Inc.	75.00
	Angelo Paino	100.00
	Muccini & Decker	100.00
	Duit Inc.	80.00
	Kennedy & Smith Inc.	150.00
	1 Drop Chamber in Springfield Blvd. bet. 107th. and 109th Ave.	
30	Highway Imp. & Repair Co. Inc.	2000.00
	Angelo Paino	3000.00
	Muccini & Decker	2500.00
	Duit Inc.	2500.00
	Kennedy & Smith Inc.	3500.00
	1 Drop Chamber in Springfield Blvd. bet. Monterey St. and Hollis Ave.	
	Highway Imp. & Repair Co. Inc.	2000.00
40	Angelo Paino	3000.00
	Muccini & Decker	2500.00
	Duit Inc.	2500.00
	Kennedy & Smith Inc.	3500.00
	1 Chamber in Springfield Blvd. at Hempstead Ave.	
	Highway Imp. & Repair Co. Inc.	2000.00
	Angelo Paino	3000.00

Exhibit C-54 (*continued*).

	Muccini & Decker	2500.00
	Duit Inc.	2500.00
	Kennedy & Smith Inc.	3500.00
	<b>22 Vertical Feet "Risers" (Cast Iron Pipe Class "A")</b>	
	Highway Imp. & Repair Co. Inc.	7.00
10	Angelo Paino	10.00
	Muccini & Decker	8.00
	Duit Inc.	10.00
	Kennedy & Smith Inc.	20.00
	<b>542 Six-inch Spurs 24-inches long on Reinforced Concrete Pipe Sewer (Precast Type "B")</b>	
	Highway Imp. & Repair Co. Inc.	1.00
	Angelo Paino	2.00
20	Muccini & Decker	1.00
	Duit Inc.	1.50
	Kennely & Smith Inc.	3.00
	<b>500 Linear Feet 12-inch Vitrified Pipe, Basin Connection</b>	
	Highway Imp. & Repair Co. Inc.	2.50
	Angelo Paino	1.00
	Muccini & Decker	3.00
	Duit Inc.	3.00
	Kennedy & Smith Inc.	4.00
30	<b>100 Linear Feet 10-inch Vitrified Pipe, Basin Connection</b>	
	Highway Imp. & Repair Co. Inc.	1.75
	Angelo Paino	1.00
	Muccini & Decker	2.00
	Duit Inc.	2.00
	Kennedy & Smith Inc.	2.00
	<b>907 Linear Feet 6-inch Vitrified Pipe, House Connection Drains</b>	
	Highway Imp. & Repair Co. Inc.	2.00
40	Angelo Paino	3.00
	Muccini & Decker	3.00
	Duit Inc.	3.00
	Kennedy & Smith Inc.	3.00

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Exhibit C-59.

EXHIBIT C-59

(Summary of proposals: Springfield Boulevard).

PRESIDENT OF THE BOROUGH OF QUEENS

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BUREAU OF SEWERS.

SUMMARY OF PROPOSALS

20

TYPE "B"

No. 2

Lowest Bidder Highway Imp. & Repaire Co. Inc.  
For the construction of a sanitary sewer to be used temporarily  
as a combined sewer in SPRINGFIELD BOULEVARD from  
Foch Boulevard to Hempstead Avenue, Fourth Ward, Borough  
of Queens.

30 Bids opened on APRIL 7, 1926 Sureties \$200,000.00  
Deposit \$10,000.00 - Engineer's Estimate \$399,669. 12/1/25  
Time Allowed No. of Working Days 225

BIDDER

TOTAL AMOUNT

	Highway Imp. & Repair Co. Ic.	618,760.00
	Angelo Paino	705,485.00
	Muccini & Decker	717,709.00
	Duit Inc.	718,874.00
40	Kennedy & Smith Inc.	718,877.00

UNIT PRICES

6,580 Linear Feet 3'-6" Reinforced Concrete Pipe Sewer (Pre-  
cast Type "B")

	Highway Imp. & Repair Co. Inc.	90.00
	Angelo Paino	102.00

Exhibit C-59 (continued).

	Muccini & Decker	104.00
	Duit Inc.	104.00
	Kennedy & Smtih Inc.	103.00
	48 Manholes and Drop Manholes	
	Highway Imp. & Repair Co. Inc.	300.00
10	Angelo Paino	400.00
	Muccini & Decker	375.00
	Duit Inc.	400.00
	Kennedy & Smith Inc.	425.00
	10 Basin Manholes (Type #3)	
	Highway Imp. & Repair Co. Inc.	185.00
	Angelo Paino	100.00
	Muccini & Decker	225.00
20	Duit Inc.	200.00
	Kennedy & Smtih Inc.	250.00
	5 Inlets (Type #3)	
	Highway Imp. & Repair Co. Inc.	75.00
	Angelo Paino	100.00
	Muccini & Decker	100.00
	Duit Inc.	80.00
	Kennedy & Smith Inc.	150.00
30	1 Drop Chamber in Springfield Blvd. bet. 107th Ave. and 109th Ave.	
	Highway Imp. & Repair Co. Inc.	2000.00
	Angelo Paino	3000.00
	Muccini & Decker	2500.00
	Duit Inc.	2500.00
	Kennedy & Smith Inc.	3500.00
	1 Drop Chamber in Springfield Blvd. bet. Monterey St. and Hollis Ave.	
40	Highway Imp. & Repair Co. Inc.	2000.00
	Angelo Paino	3000.00
	Muccini & Decker	2500.00
	Duit Inc.	2500.00
	Kennedy & Smith Inc.	3500.00

Exhibit C-59 (continued).

	1 Chamber in Springfield Blvd. at Hempstead Ave.		
	Highway Imp. & Repair Co. Inc.	2000.00	
	Angelo Paino	3000.00	
	Muccini & Decker	2500.00	
	Duit Inc.	2500.00	
	Kennedy & Smith Inc.	3500.00	
10	22 Vertical Feet "Risers" (Cast Iron Pipe Class "A")		
	Highway Imp. & Repair Co. Inc.	7.00	
	Angelo Paino	10.00	
	Muccini & Decker	8.00	
	Duit Inc.	10.00	
	Kennedy & Smith Inc.	20.00	
	542 Six-inch Spurs 24-inches long on Reinforced Concrete Pipe Sewer( Precast Type "B")		
20	Highway Imp. & Repair Co. Inc.	1.00	
	Angelo Paino	2.00	
	Muccini & Decker	1.00	
	Duit Inc.	1.50	
	Kennedy & Smith Inc.	3.00	
	500 Linear Feet 12-inch Vitrified Pipe, Basin Connection		
	Highway Imp. & Repair Co. Inc.	2.50	
	Angelo Paino	1.00	
30	Muccini & Decker	3.00	
	Duit Inc.	3.00	
	Kennedy & Smith Inc.	4.00	
	100 Linear Feet 10-inch Vitrified Pipe, Basin Connection		
	Highway Imp. & Repair Co. Inc.	1.75	
	Angelo Paino	1.00	
	Muccini & Decker	2.00	
	Duit Inc.	2.00	
	Kennedy & Smith Inc.	2.00	
40	907 Linear Feet 6-inch Vitrified Pipe, House Connection Drains		
	Highway Imp. & Repair Co. Inc.	2.00	
	Angelo Paino	3.00	
	Muccini & Decker	3.00	
	Duit Inc.	3.00	
	Kennedy & Smith Inc.	3.00	

Exhibit C-196-A.

EXHIBIT C-196-A.

(Summary of proposals: 150th Avenue).

PRESIDENT OF THE BOROUGH OF QUEENS

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BUREAU OF SEWERS.

SUMMARY OF PROPOSALS

20

TYPE "A" OR SEWER DEPT. STANDARD.

Lowest Bidder: WELSH BROS. CONT. CO.

For the construction of sanitary stwers and appurtenances in:  
150TH STREET from 150th Avenue to North Conduit Avenue;  
NORTH CONDUIT AVENUE from 150th Street to 146th Street;  
146TH HSTREET 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;  
30 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

Bids opened on JULY 9, 1925 Sureties \$250,000.00  
Deposit \$12,500.00 Enginter's Estimate \$541,152.50 4/14/25  
40 Time Allowed No. of Working Days 175

BIDDER	TOTAL AMOUNT
Welsh Bros. Cont. Co.	582,715.00
Oxford Eng. Corp	720,125.00

Exhibit C-196-A (continued).

UNIT PRICES

	3,180 Linear Feet 3'-6" Plain Concrete Sewer		
		Welsh Bros. Cont. Co.	66.00
		Oxford Eng. Corp.	85.00
10	4,960 Linear Feet 3'-3" Plain Concrete Sewer		
		Welsh Bros. Cont. Co.	66.00
		Oxford Eng. Corp.	85.00
	54 Manholes		
		Welsh Bros. Cont. Co.	300.00
		Oxford Eng. Corp.	200.00
	7 Chambers		
		Welsh Bros. Cont. Co.	2000.00
20		Oxford Eng. Corp.	1500.00
	1,500 Vertical Feet "Risers" (C. I. Pipe Class "A")		
		Welsh Bros. Cont. Co.	3.00
		Oxford Eng. Corp.	2.50
	1,550 Linear Feet 6-inch Vitrified Pipe House Connection Drains		
		Welsh Bros. Cont. Co.	2.50
30		Oxford Eng. Corp.	2.50
	Shorting & Supporting of 10'-0" x 8'-8" Masonry Aqueduct in N. Conduit Ave, Complete, as shown on plan, exclusive of piling		
		Welsh Bros. Cont. Co.	5000.00
		Oxford Eng. Corp.	5000.00
	Shoring & Supporting of 4'-0" C. I. Water Main North of Mason- ry Main, Complete, as shown on plan, exclusive of piling		
40		Welsh Bros. Cont. Co.	2500.00
		Oxford Eng. Corp.	900.00
	Shoring & Supporting of 4'-0" C. I. Water Main, South of Mason- ry Main, Complete, as shown on plan, exclusive of piling		
		Welsh Bros. Cont. Co.	2500.00
		Oxford Eng. Corp.	900.00
	Shoring & Supporting of 6'-0" Water Main at So. Conduit Ave, Complete, as shown on plan exclusive of piling		
		Welsh Bros. Cont. Co.	3500.00
		Oxford Eng. Corp.	1000.00

Exhibit C-196-B.

EXHIBIT C-196-B

(Summary of proposals: 150th Avenue).

PRESIDENT OF THE BOROUGH OF QUEENS

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BUREAU OF SEWERS.

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SUMMARY OF PROPOSALS

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TYPE "B"

Lowest Bidder OXFORD ENG. CORP.

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 STRETT 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;  
30 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

Bids opened on JULY 9, 1925                      Surtties \$250,000.00  
Deposit \$12,500.00    Engineer's Estimate \$541,152.50    4/14/25  
40 Time Allowed No. of Working Days 175

BIDDER	TOTAL AMOUNT
Oxford Eng. Corp	546,325.00
Welsh Bros. Cont. Co.	562,615.00



Exhibit C-196-B (*continued*).

UNIT PRICES

	3,080 Linear Feet 3'-6" Reinforced Concrete Pipe Sewer (Pre-cast Type "B")		
		Oxford Eng. Corp.	64.00
		Welsh Bros. Cont. Co.	63.50
10	4,960 Linear Feet 3'-3" Reinforced Concrete Pipe Sewer (Pre-cast Type "B")		
		Oxford Eng. Corp.	63.00
		Welsh Bros. Cont. Co.	63.50
	54 Manholes		
		Oxford Eng. Corp.	200.00
		Welsh Bros Cont. Co.	300.00
20	7 Chambers		
		Oxford Eng. Corp.	1500.00
		Welsh Bros. Cont. Co.	2000.00
	1500 Vertical Feet "Risers" (C. I. Pipe Class "A")		
		Oxford Eng. Corp.	2.50
		Welsh Bros. Cont. Co.	2.50
30	Shoring & Supporting of 10'-0" x 8'-8" Masonry Aqueduct nr. N. Conduit Ave, Complete, as shown on plan, exclusive of piling		
		Oxford Eng. Corp.	5000.00
		Welsh Bros. Cont. Co.	5000.00
	Shoring & Supporting of 4'-0" C. I. Water Main, North of Masonry Main, Complete, as shown on plan, exclusive of piling		
		Oxford Eng. Corp.	900.00
		Welsh Bros. Cont. Co.	2500.00
40	Shoring & Supporting of 4'-0" C. I. Water Main, South of Masonry Main, Complete, as shown on plan, exclusive of piling		
		Oxford Eng. Corp.	900.00
		Welsh Bros. Cont. Co.	2500.00
	Shoring & Supporting of 6'-0" Water Main at South Conduit, Complete, as shown on plan, exclusive of piling		
		Oxford Eng. Corp.	1000.00
		Welsh Bros. Cont. Co.	3500.00

Exhibit C-199.

EXHIBIT C-199

(Summary of Proposals: Jamaica Avenue).

PRESIDENT OF THE BOROUGH OF QUEENS

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BUREAU OF SEWERS.

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SUMMARY OF PROPOSALS

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TYPE "B"

No. 4

Lowest Bidder Highway Imp. & Repair Co. Inc.

For the construction of a sanitary sewer to be used temporarily as a combined sewer in JAMAICA AVENUE from 222nd Street to Little Neck Road (Mackay Avenue); LITTLE NECK ROAD from Jamaica Avenue to 87th Avenue. Fourth Ward.

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Bids opened on April 7, 1926 Sureties \$330,000.00  
Deposit \$16,500.00 Engineer's Estimate \$599,841.00 12/1/25  
Time Allowed No. of Working Days 760

BIDER

TOTAL AMOUNT

40

Highway Imp. & Repair Co. Inc.	944,425.00
Muccini & Decker	985,305.00
Duit Inc.	1,006,484.50
Hammen Const. Co.	1,049,622.00
Angelo Paino	1,049,997.00

Exhibit 199 (continued).

UNIT PRICES

	7,788 Linear Feet 3'-6" Reinforced Concrete Pipe Sewer (Pre-cast Type "B")	
	Highway Imp. & Repair Co. Inc.	108.00
	Muccini & Decker	114.00
10	Duit Inc.	116.00
	Hammen Const. Co.	119.00
	Angelo Paino	120.00
	677 Linear Feet 2'-9" Reinforced Concrete Pipe Sewer (Pre-cast Type "B")	
	Highway Imp. & Repair Co. Inc.	60.00
	Muccini & Decker	65.00
	Duit Inc.	60.00
20	Hammen Const. Co.	20.00
	Angelo Paino	90.00
	60 Manholes and Drop Manholes	
	Highway Imp. & Repair Co. Inc.	500.00
	Muccini & Decker	400.00
	Duit Inc.	500.00
	Hammen Const. Co.	400.00
	Angelo Paino	400.00
30	1 Chamber in Jamaica Avenue at Little Neck Road	
	Highway Imp. & Repair Co. Inc.	3500.00
	Muccini & Decker	3500.00
	Duit Inc.	3000.00
	Hammen Const. Co.	2000.00
	Angelo Paino	3000.00
	1 Chamber in Jamaica Avenue east of Spencer Avenue	
	Highway Imp. & Repair Co. Inc.	3500.00
	Muccini & Decker	3500.00
40	Duit Inc.	3000.00
	Hammen Const. Co.	2000.00
	Angelo Paino	3000.00
	10 Basin Manholes (Type #3)	
	Highway Imp. & Repair Co. Inc.	185.00
	Muccini & Decker	225.00
	Duit Inc.	200.00

Exhibit 199 (*continued*).

	Hammen Const. Co.	100.00
	Angelo Paino	100.00
	5 Inlets (Type #3)	
	Highway Imp. & Repair Co. Inc.	75.00
	Muccini & Decker	100.00
10	Duit Inc.	80.00
	Hammen Const. Co.	100.00
	Angelo Paino	100.00
	2,144 Vertical Feet Risers (Cast Iron Pipe Class "A")	
	Highway Imp. & Repair Co. Inc.	10.00
	Muccini & Decker	8.00
	Duit Inc.	10.00
	Hammen Const. Co.	10.00
20	Angelo Paino	10.00
	101 Six-inches Spurs 24-inches long on Reinforced Conc. Pipe Sewer (Precast Type "B")	
	Highway Imp. & Repair Co. Inc.	1.00
	Muccini & Decker	1.00
	Duit Inc.	1.50
	Hammen Const. Co.	5.00
	Angelo Paino	2.00
	500 Linear Feet 12-inches Vitrified Pipe, Basin Connection	
30	Highway Imp. & Repair Co. Inc.	2.50
	Muccini & Decker	3.00
	Duit Inc.	3.00
	Hammen Const. Co.	2.00
	Angelo Paino	1.00
	100 Linear Feet 12-inches Vitrified Pipe, Basin Connection	
	Highway Imp. & Repair Co. Inc.	1.75
	Mucini & Decker	2.00
40	Duit Inc.	2.00
	Hammen Const. Co.	2.00
	Angelo Paino	1.00
	255 Linear Feet 6-inch Vitrified Pipe House Connection Drains	
	Highway Ip. & Repair Co. Inc.	2.00
	Muccini & Decker	3.00
	Duit Inc.	3.00
	Hamen Const. Co.	5.00
	Angelo Paino	3.00

Exhibit C-55.

EXHIBIT C-55

10 *(Contract between the City of New York and Highway Improvement and Repair Co., Inc., for the construction of a sanitary sewer to be used temporarily as a combined sewer in Hempstead avenue from Springfield boulevard to 220th street; 220th street from Hempstead avenue to 99th avenue; 99th avenue from 220th street to 222nd street; 222nd street from 99th avenue to Jamaica avenue, Fourth Ward, Borough of Queens).*

RESOLUTION

BOARD OF ESTIMATE AND APPORTIONMENT

THE CITY OF NEW YORK

20

(Cal. No. 348)

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 5th day of June, 1924, and approved by the President of the Borough of Queens on the 27th day of June, 1924, as follows, to wit:

30

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

“For the construction of a sanitary sewer to be used temporarily as a combined sewer in Hempstead avenue from Springfield boulevard to 220th street; 220th street from Hempstead avenue to 99th avenue; 99th avenue from 220th street to 222nd street; 222nd street from 99th avenue to Jamaica avenue, Fourth Ward, Borough of Queens.”

40

— and which resolution is accompanied with an approximate estimate of the cost of the 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

Exhibit C-55 (*continued*).

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.

10 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 has 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 to be accompanied by a further statement  
20 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 resolution adopted by the Board of Estimate and Apportionment, NOVEMBER 13, 1925.

JAMES MATTHEWS,  
Assistant Secretary.

30

40

Exhibit C-55 (*continued*).

THE CITY OF NEW YORK

Office of the

PRESIDENT OF THE BOROUGH OF QUEENS

10 Maurice E. Connolly  
President

Mary C. Hendrickson  
Secretary to President

Long Island City, May 18, 1926.

Hon. Charles W. Berry,

Comptroller, City of New York.

20 Sir:—

Referring to contract, No. 79048;—

30 “For the construction of a sanitary sewer to be used temporarily as a combined sewer in HEMPSTEAD AVENUE from Springfield Boulevard to 220th Street; 20TH STREET from Hempstead Avenue to 99th Avenue; 99TH AVENUE from 220th Street to 222nd Street; 222ND STREET from 99th Avenue to Jamaica Avenue, Fourth Ward, Borough of Queens,”

I beg to inform you that the contractor, Muccini & Decker, Assignee of the Highway Improvement & Repair Company, Inc., 6102-18th Avenue, 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.

Yours very truly,

40

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

JJR-PJH

The notice to contractor was mailed May 20, 1926.

Exhibit C-55 (*continued*).

RESOLUTION  
BOARD OF ESTIMATE AND APPORTIONMENT  
THE CITY OF NEW YORK

10

(Cal. No. 105)

A copy of a resolution of the Local Board of the Jamaica District, duly adopted by said Board on the 5th day of June, 1924, and approved by the President of the Borough of Queens on the 27th day of June, 1924, 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 to be used temporarily as a combined sewer in Hempstead avenue from Springfield boulevard to 220th street, 220th street from Hempstead avenue to 99th avenue, 99th avenue from 220th street to 222nd street, 222nd street from 99th avenue to Jamaica avenue, Fourth Ward, Borough of Queens.”

30

— and thereupon, on the 13th day of November, 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, 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 \$208,400; 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 \$6,589,640, having also been presented, it is

40



Exhibit C-55 (*continued*).

Resolved, That the said resolution of the Local Board be and the same is hereby approved and the construction 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 expenses thereof shall be borne and paid by The  
10 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, MARCH 25, 1926.

JOSEPH F. HIGGINS,  
Assistant Secretary.

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30

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Exhibit C-55 (*continued*).

No. 3

TYPE-B

THE CITY OF NEW YORK

Office of the

10 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 APRIL 7, 1926.

The time allowed for the completion of the work and the full performance of the contract is 125 CONSECUTIVE WORKING DAYS.

30 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 \$122,000.00).

THE CITY OF NEW YORK

Office of the

PRESIDENT OF THE BOROUGH OF QUEENS

40

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BUREAU OF SEWERS.

---

CONTRACT

For the construction of a sanitary sewer to be used temporarily as a combined sewer in HEMPSTEAD AVENUE from Spring-

Exhibit C-55 (continued).

field Boulevard to 220th Street; 220TH STREET from Hempstead Avenue to 99th Avenue; 99TH AVENUE from 220th Street to 222nd Street; 222ND STREET from 99th Avenue to Jamaica Avenue, Fourth Ward, Borough of Queens, together with all the work incidental thereto.

10 Parties.

THIS AGREEMENT, made and entered into this 26th day of April, in the year one thousand nine hundred and twenty six, by and between The City of New York, party of the first part, by the President of the Borough of Queens, and Highway Improvement & Repair Co. Inc. of 50 Church Street, N. Y. City 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 13th day of Nov., 1925, of which resolution the following is a copy:

Covenant.

WINESSETH, 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:

.....  
.....  
.....

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:

Exhibit C-55 (*continued*).

TYPE "B"

- 3'-6" Reinforced Concrete Pipe Sewer (Precast Type "B"), Per Linear Foot, Ninety three Dollars (\$93.00).
- 10 Manholes and Drop Manholes, Complete, Each, Three hundred Dollars (\$300.00).
- Chamber in Hempstead Avenue at 220th Street, Complete, Twenty five hundred Dollars (\$2500.00).
- Chamber in 220th Street near 100th Avenue, Complete, Twenty five hundred Dollars (\$2500.00).
- Chamber in 220th Street at 99th Avenue, Complete, Twenty five Dollars (\$2500.00).
- 20 Chamber in 99th Avenue at 222th Street, Complete, Twenty five hundred Dollars (\$2500.00).
- Chamber in 222nd Street at Jamaica Avenue, Complete, Twenty five hundred Dollars (\$2500.00).
- Basin Manholes (Type #3), Complete, Each, One hundred eighty five Dollars (\$185.00).
- Inlets (Type #3), Complete, Seventy five Dollars (\$75.00).
- 30 Risers (Cast Iron Pipe Class "A"), Per Vertical Feet, Seven Dollars (\$7.00).
- Six-inch Spurs 24-inches long on Reinforced Concrete Pipe Sewer (Precast Type "B"), Each, One Dollar (\$1.00).
- 12-inch Vitrified Pipe, Basin Connection, Per Linear Foot, Two 50-100 Dollars (\$2.50).
- 10-inch Vitrified Pipe, Basin Connection, Per Linear Foot, One 75-100 Dollars (\$1.75).
- 40 6-inch Vitrified Pipe, House Connection Drains, Per Linear Foot, Two Dollars (\$2.00).
- The bids for Basin Manhole (Type #3) and Inlet (Type #3) are for the purpose of securing a price in the event that they will be required.

Exhibit C-55 (continued).

.....  
.....  
.....

10 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 MICHAEL J. SHUGRUE,

20 Acting President of the Borough of Queens.  
Highway Improvement & Repair Co. Inc, Contractor.

By .....

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

30 On this 30th day of April, 1926, 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,

40 Commissioner of Deeds, New York City.  
Commissioner of Deeds, No. 244  
City of New York  
Certificate filed in Queens County  
Commission Expires March 30, 1928

Exhibit C-55 (*continued*).

Certificate of acknowledgment of Contractor,  
if a corporation.

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

10        On this 26th day of April, 1926, before me personally  
came Clifton E. Turner to me known, who, being by me duly  
sworn, did depose and say that he resides in Montclair, N. J.  
and is the President of Highway Improvement & Repair Co.  
Inc., the corporation described in, and which executed the fore-  
going instrument; that he knows the corporate seal of said com-  
pany; 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 sign-  
ed his name and official designation.

20

JEFFERSON J. REILLY,

Commissioned of Deeds, The City of New York.  
Commissioner of Deeds, No. 244  
City of New York  
Certificate filed in Queens County  
Commission Expires March 30, 1928.

30

KNOW ALL MEN BY THESE PRESENTS, That we  
Highway Improvement & Repair Co. Inc. hereinafter called the  
"Contractor," and U. S. Fidelity and Guaranty Co., Fidelity  
and Deposit Co. of Maryland and Eagle Indemnity Company  
hereinafter called the "Surety," are held and firmly bound unto  
Teh City of New York, in the sum of One hundred twenty two  
thousand DOLLARS, lawful money of the United States of  
40 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 26th day of April, 1926.

Exhibit C-55 (continued).

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 Hempstead Ave, from Springfield Boulevard to 220th Street, etc., Fourth Ward, together with all the work incidental 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.

Highway Improvement & Repair Co. Inc, [L. S.]  
Contractor.

By Clifton E. Turner, Pres.

U. S. Fidelity and Guaranty Co.,

By C. D. MARSAC,

Attorney-in-Fact.

Attest William H. Estwich,

Attorney-in-Fact.

#275946-26

Fidelity and Deposit Co. of Maryland,

By Helen Petersen,  
Attorney-in-Fact.

Attest ? ? ?  
Attorney-in-Fact.

Eagle Indemnity Company,

By .....  
Attorney-in-Fact.

Exhibit C-55 (*continued*).

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

10 On this 26th day of April, 1926, before me personally came Clifton E. Turner to me known, who, being by me duly sworn, did depose and say that he resides in Montclair, N. J. that he is the President of the Highway Improvement & Repair 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.

JEFFERSON J. REILLY,

20 Commissioner of Deeds, The City of New York.  
Commissioner of Deeds, No. 244  
City of New York  
Certificate filed in Queens County  
Commission Expires March 30, 1928

30 FUNDS

PRESIDENT'S CERTIFICATE

40 It is hereby certified that the estimated cost of the work and materials required by the within contract is Three Hundred sixty eight thousand forty four DOLLARS (\$368,044.00), and is chargeable to the Street Improvement Fund of The City of New York.

MICHAHEL J. SHUGRUE,

Acting President of the Borough of Queens.  
THE CITY OF NEW YORK APRIL 30, 1926.



Exhibit C-55 (continued).

SPECIFICATIONS

(Extracts)

10

.....  
.....  
.....

TYPE "B"

Cement Concrete Pipe With Reinforcement.

General dimensions of pipes and minimum test load per lin. ft. of pipe.

20

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.

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

30

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 reinforced 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 the date of manufacture.

Joints.

40

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. N pipe having a butt joint will be considered. No variation over one-half (1/2) per cent. from the hereinbefore mentioned dimensions will be permitted.

Jointing.

134. All joints to be made of 1 : 2 Portland cement mortar. The mortar shall be thoroughly trowelled in the recess in the

Exhibit C-55 (*continued*).

interior of the pipe up to the spring ilne, 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.

10

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-Construction.

20

Steel for reinforcement.

136. Reinforced 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, reinforcin shall be at distances not less than one (1) from the surface.

Spurs.

30

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.

40

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.

Exhibit C-55 (*continued*).

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  
10 sewers.

Measurements.

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

20



30

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Exhibit C-56.

EXHIBIT C-56

10           *(Contract between the City of New York and Highway Improvement and Repair Company Inc., for the construction of a sanitary sewer to be used temporarily as a combined sewer in Springfield boulevard from Foch boulevard to Hempstead avenue, Fourth Ward, Borough of Queens).*

RESOLUTION

BOARD OF ESTIMATE AND APPORTIONMENT

CITY OF NEW YORK

(Cal. No. 350)

20           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 5th day of June, 1924, and approved by the President of the Borough of Queens on the 27th day of June, 1924, as follows, to wit:

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

30           For the construction of a sanitary sewer to be used temporarily as a combined sewer in Springfield boulevard from Foch boulevard to Hempstead 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.

40           Resolved, That the Board of Estimate and Apportionment hereby authorizes the President of 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.

Exhibit C-56 (*continued*).

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  
10 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 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.

20 A true copy of resolution adopted by the Board of Estimate and Apportionment, NOVEMBER 13, 1925.

JAMES MATTHEWS,

Assistant Secretary.

30

40

Exhibit C-56 (*continued*).

RESOLUTION

BOARD OF ESTIMATE AND APPORTIONMENT

CITY OF NEW YORK

10

(Cal. No. 104)

A copy of a resolution of the Local Board of the Jamaica District, duly adopted by said Board on the 5th day of June, 1924, and approved by the President of the Borough of Queens on the 27th day of June, 1924, having been transmitted to the Board of Estimate and Apportionment, as follows, to wit:

20

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

“For the construction of a sanitary sewer to be used temporarily as a combined sewer in Springfield boulevard from Foch boulevard to Hempstead avenue, Fourth Ward, Borough of Queens.”

30

—and thereupon, on the 13th day of November, 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 has 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 \$440,840; 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 \$9,684,840, having also been presented; it is

40

Exhibit C-56 (*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.

A true copy of resolution adopted by the Board of Estimate and Apportionment, MARCH 25, 1926.

JOSEPH F. HIGGINS,  
Assistant Secretary.

20

30

40

Exhibit C-56 (*continued*).

THE CITY OF NEW YORK

Office of the

PRESIDENT OF THE BOROUGH OF QUEENS

10 Maurice E. Connolly  
President

Mary C. Hendrickson  
Secretary to President

Long Island City, May 18, 1926.

Hon. Charles W. Berry,  
Comptroller, City of New York.

20 Sir:—

Referring to contract, No. 79049;—

“For the construction of a sanitary sewer to be used temporarily as a combined sewer in SPRINGFIELD BOULEVARD from Foch Boulevard to Hempstead Avenue, Fourth Ward, Borough of Queens,”

30 I beg to inform you that the contractor, Muccini & Decker, Assignee of the Highway Improvement & Repair Company, Inc., 6102-18th Avenue, 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.

Yours very truly,

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

40 JJR-PJH

The notice to contractor was mailed May 20, 1926.



Exhibit C-56 (*continued*).

TYPE-B

No. 2

THE CITY OF NEW YORK

Office of the

10 PRESIDENT OF THE BOROUGH OF QUEENS

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BUREAU OF SEWERS

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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, in The City of New York, until 11 o'clock A. M. ON APRIL 7, 1926.

The time allowed for the completion of the work and the full performance of the contract is 225 CONSECUTIVE WORKING DAYS.

30 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 (\$200,000.00).

THE CITY OF NEW YORK

Office of the

40 PRESIDENT OF THE BOROUGH OF QUEENS

---

BUREAU OF SEWERS.

---

CONTRACT

For the construction of a sanitary sewer to be used temporarily as a combined sewer in SPRINGFIELD BOULEVARD from

Exhibit C-56 (*continued*).

Foch Boulevard to Hempstead Avenue, Fourth Ward, Borough of Queens.

together with all the work incidental thereto.

Parties.

10

THIS AGREEMENT, made and entered into this 26th day of April, in the year one thousand nine hundred and twenty six, by and between The City of New York, party of the first part, by the President of the Borough of Queens, and Highway Improvemen & Repair Co. Inc. of 50 Church Street, N. Y. City 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 adoped on the 13th day of Nov. 1925, of which resolution the following is a copy:

20

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

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.....  
.....  
.....

Contractor to furnish tools, proper appliances, etc.

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V. The Contracor hereby agrees to furnish and provide all materials, labor and appliances necessary and proper for the purpose, to excavate, 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 he 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:

Exhibit C-56 (continued).

TYPE "B"

- 3'-6" Reinforced Concrete Pipe Sewer (Precast Type "B"), per linear foot, Ninety Dollars (\$90.00).
- 10 Manholes & Drop Manholes, complete, each, Three hundred Dollars (\$300.00).
- Basin Manholes (Type #3), complete, each, One hundred eighty five Dollars (\$185.00).
- Inlets (Type #3), complete, each, Seventy five Dollars (\$75.00).
- Drop Chamber in Springfield Blvd. bet. 107th Ave & 109th Ave., complete, Two thousand Dollars (\$2000.00).
- 20 Drop Chamber in Springfield Blvd. bet. Monterey St. & Hollis Ave., complete, Two thousand Dollars (\$2000.00).
- Chamber in Springfield Blvd. at Hempstead Avenue, complete, Two thousand Dollars (\$2000.00).
- Risers (Cast Iron Pipe Class "A"), per vertical foot, Seven Dollars (\$7.00).
- 30 Six-inch Spurs 24 inches long on Reinforced Concrete Pipe Sewer (Precast Type "B"), each One Dollar (\$1.00).
- 12 inch Vitrified Pipe Basin Connection, per linear foot, Two 50-100 Dollars (\$2.50).
- 10 inch Vitrified Pipe Basin Connection, per linear foot, One 75-100 Dollar (\$1.75).
- 40 Six-inch Vitrified Pipe House Connection Drains, per linear foot, Two Dollars (\$2.00).
- The bids for Basin Manholes (Type #3) and Inlets (Type #3) are for the purpose of securing a price in the event that they will be required.

.....  
.....  
.....

Exhibit C-56 (*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.  
Highway Improvement & Repair Co. Inc., Cotntractor.

By CLIFTON E TURNER, Pres.

20

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

30 On this 30th day of April, 1926, 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.  
Commissioner of Deeds, No. 244  
City of New York  
Certificate filed in Queens County  
Commission Expires March 30, 1928

40

Exhibit C-56 (*continued*).

Certificate of acknowledgment of Contractor,  
if a corporation.

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

10        On this 26th day of April, 1926, before me personally  
came Clifton E. Turner to me known, who, being by me duly  
sworn, did depose and say that he resides in Montclair, N. J.  
and is the President of Highway Improvement & Repair 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 cor-  
porate 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, The City of New York.  
Commissioner of Deeds, No. 244  
City of New York  
Certificate filed in Queens County  
Commission Expires March 30, 1928

30

KNOW ALL MEN BY THESE PRESENTS, That we  
Highway Improvement & Repaid Co. Inc. hereinafter called the  
"Contractor," and U. S. Fidelity and Guaranty Co., National  
Surety Co., Fidelity and Deposit Co. of M'd and Eagle Indemnity  
Co., hereinafter called the "Surety," are held and firmly bound  
unto The City of New York, in the sum of Two hundred thou-  
sand DOLLARS, lawful money of the United States of America;  
40 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 heirs, executors, administrators and assigns, jointly and  
severally, firmly by these presents.

Signed, sealed and dated this 26th day of April, 1926.

Exhibit C-56 (continued).

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 sanitary sewer in Springfield Boulevard from Foch Boulevard to Hempstead Ave, 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 the conditions therein contained, then this obligation to be void; otherwise, to remain in full force and virtue.

Highway Improvement & Repair Co. Inc. [L. S.]  
Contractor.

30 By CLIFTON E. TURNER, Pres.

U. S. Fidelity and Guaranty Co.

By C. D. MARSAC,  
Attorney-in-Fact.

Attest WILLIAM H. Eastwich,  
Attorney-in-Fact.  
# 275944-26

40 Fidelity and Deposit Co. of Maryland

By HELEN PETERSEN,  
Attorney-in-Fact.  
Attest LOUIS C. FIELD,  
Attorney-in-Fact.

Eagle Indemnity Company,  
By .....  
Attorney-in-Fact.

Exhibit C-56 (continued).

National Surety Company

By .....

Resident Vice President.

Attest .....

Res. Ass't. Secretary.

10

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

20 On this 26th day of April, 1926, before me personally came Clifton E. Turner, to me known, who, being by me duly sworn, did depose and say that he resides in Montclar, N. J. that he is the President of the Highway Improvement & Repair Co. Inc. the corporation described in, and which executed the above instrument, that he knows the corporate seal of of said corporation; that teh 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.

30

JEFFERSON J. REILLY,

Commissioner of Deeds, The City of New York.  
Commissioner of Deeds, No. 244  
City of New York  
Certificate filed in Queens County  
Commission Expires March 30, 1928

40

Exhibit C-56 (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 Six hundred eighteen thousand seven hundred sixty DOLLARS (\$618,760.00). and is chargeable to the Street Improvement Fund of The City of New York.

MICHAEL J. SHUGRUE,

20

Acting President of the Borough of Queens.

THE CITY OF NEW YORK, APRIL 30, 1926.

SPECIFICATIONS

(Extracts)

30

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.....  
.....

TYPE "B"

Cement Concrete Pipe With Reinforcement.

40

General dimensions of pipes and minimum test load per lin. ft. of pipe:

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-56 (*continued*).

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 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.

Joints.

20 133. 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.

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 spig 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.

Laying pipe.

40 135. 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.

136. Reinforced steel may be either expanded metal, deformed bars, or wire mesh, such as American Steel & Wire Com-

Exhibit C-56 (*continued*).

pany's, or Clinton Wire Cloth. For all sizes of reinforced concrete pipe, reinforcing shall be at distances not less than one (1) from the surface.

Spurs.

- 10           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 defective pipe.

- 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.

Depth of cover.

- 30           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-57.

EXHIBIT C-57

10 (Contract between the City of New York and Highway Improvement & Repair Co. Inc. for the construction of a sanitary sewer to be used temporarily as a combined sewer in Foch boulevard from Farmers boulevard to Springfield boulevard, Fourth Ward, Borough of Queens).

RESOLUTION

BOARD OF ESTIMATE AND APPORTIONMENT

CITY OF NEW YORK

(Cal. No. 103)

20

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 5th day of June, 1924, and approved by the President of the Borough of Queens on the 27th day of June, 1924, as follows, to wit:

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

“For the construction of a sanitary sewer to be used temporarily as a combined sewer in Foch boulevard from Farmers boulevard to Springfield boulevard, 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.

40

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

Exhibit C-57 (*continued*).

done subsequent to the date of this authorization to be charged against the Street Improvement Fund and later included in the assessment.

10 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 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 20 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 resolution adopted by the Board of Estimate and Apportionment, NOVEMBER 13, 1925.

Assistant Secretary.

30

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40

Exhibit C-57 (*continued*).

RESOLUTION

BOARD OF ESTIMATE AND APPORTIONMENT

CITY OF NEW YORK

(Cal. No. 103)

10

A copy of a resolution of the Local Board of the Jamaica District, duly adopted by said Board on the 5th day of June, 1924, and approved by the President of the Borough of Queens on the 27th day of June, 1924, 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:

20

“For the construction of a sanitary sewer to be used temporarily as a combined sewer in Foch Boulevard from Farmers boulevard to Springfield boulevard, Fourth Ward, Borough of Queens.”

30

— and thereupon, on the 13th day of November, 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, 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 \$488,200; 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 \$11,431,550, having also been presented, it is

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Exhibit C-57 (*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  
10 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, MARCH 25, 1926.

JAMES MATTHEWS,

Assistant Secretary.

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Exhibit C-57 (*continued*).

CITY OF NEW YORK

Office of the

PRESIDENT OF THE BOROUGH OF QUEENS

10 Maurice E. Connolly  
President

Mary C. Hendrickson  
Secretary to President

Long Island City, May 19, 1926.

Hon. Charles W. Berry,  
Comptroller, City of New York.

20 Sir:—

Referring to contract, No. 79050;—

“For the construction of a sanitary sewer to be used temporarily as a combined sewer in FOCH BOULEVARD from Borough of Queens,”

30 Farmers Boulevard to Springfield Boulevard, Fourth Ward  
Borough of Queens,”

I beg to inform you that the contractor, Awixa Corporation, Assignee of the Highway Improvement & Repair Company Inc., Islip, L. I., 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.

Yours very truly,

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

JJR-PJH

The notice to Contractor was mailed May 21, 1926.

Exhibit C-57 (*continued*).

No. 1

TYPE-B

THE CITY OF NEW YORK

Office of the

10 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 APRIL 7, 1926.

The time allowed for the completion of the work and the full performance of the contract is 190 CONSECUTIVE WORKING DAYS.

30 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 (\$223,000.00).

40



Exhibit C-57 (*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 sanitary sewer to be used temporarily  
as a combined sewer in FOCH BOULEVARD from Farmers  
20 Boulevard to Springfield Boulevard, Fourth Ward, Borough of  
Queens.

together with all the work incidental thereto.

Parties.

THIS AGREEMENT, made and entered into this 26th  
day of April, in the year one thousand nine hundred and twenty  
30 six, by and between The City of New York, party of the first  
part, by the President of the Borough of Queens, and Highway  
Improvement & Repair Co. Inc of 50 Church Street, N. Y. City,  
Contracto, 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 13th day  
of Nov., 1925, of which resolution the following is a copy:

Covenant.

40 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:

Exhibit C-57 (continued).

.....  
.....  
.....

Contractor to furnish tools, proper appliances, etc.

10

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:

20

TYPE "B"

4'-6" Reinforced Concrete Pipe Sewer (Precast Type "B"), per linear foot, One hundred ten Dollars (\$110.00).

30

Manholes, and Drop Manholes, complete, each, Three hundred fifty Dollars (\$350.00).

Chamber in Foch Boulevard near 207th Street, complete, Three thousand Dollars (\$3000.00).

Chamber in Foch Boulevard at Springfield Boulevard, complete, Three thousand Dollars (\$3000.00).

Basin Manholes (Type #3), complete, each, One hundred eighty five Dollars (\$185.00).

40

Inlets (Type #3), complete, each, Seventy five Dollars (\$75.00).

Risers (Cast Iron Pipe Class "A"), per vertical foot, Seven Dollars (\$7.00).

Six-inch Spurs 24 inches long on Reinforced Concrete Pipe sewer (Precast Type "B"), each, One Dollar (\$1.00).

Exhibit C-57 (continued).

12 inch Vitriified Pipe Basin Connection, per linear foot, Two  
50-100 Dollars (\$2.50).

10 inch Vitriified Pipe Basin Connection, per linear foot, One  
75-100 Dollars (\$1.75).

10 Six-inch Vitriified Pipe House Connection Drains, per linear  
foot, Two Dollars (\$2.00).

The bids for Basin Manhole (Type #3) and Inlet Type #3) are  
for the purpose of securing a price in the event that they  
will be required.

.....  
.....  
20 .....

IN WITNESS WHEREOF, The President of the Borough  
of Queens, for and on behalf of The City of New York, and Con-  
tractor 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 of be  
delivered to the Contractor.

THE CITY OF NEW YORK

30

By MICHAEL J. SHUGRUE,

Acting President of the Borough of Queens.

Highway Improvement & Repair Co. Inc.,

Contractor.

40

By CLIFTON E. TURNER, Pres.

---

Exhibit C-57 (continued).

The City and State of New York, ss.:

County of Queens,

10 On this 30th day of April, 1926, 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,

20

Commissioner of Deeds, New York City.

Commissioner of Deeds, No. 244

City of New York

Certificate filed in Queens County

Commission Expires March 30, 1928

30

.....  
.....  
.....

Certificate of acknowledgment of Contractor,  
if a corporation.

The City and State of New York, ss.:

40 County of Queens,

On this 26th day of April, 1926, before me personally came Clifton E. Turner to me known, who, being by me duly sworn, did depose and say that he resides in Montclair, N. J. and is the President of Highway Improvement & Repair Co. Inc., the corporation described in, and which executed the foregoing instrument; that he knows the corporate seal of said

Exhibit C-57 (continued).

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 and that by like order he thereto signed his name and official designation.

10

JEFFERSON J. REILLY,

Commissioner of Deeds, The City of New York.

Commissioner of Deeds, No. 244

City of New York

Certificate filed in Queens County

20

Commission Expires March 30, 1928

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.....

30

KNOW ALL MEN BY THESE PRESENTS, That we Highway Improvement & Repair Co. Inc. hereinafter called the "Contractor," and U. S. Fidelity and Guaranty Co., Eagle Indemnity Co. and Fidelity and Deposit Co. of M'd, hereinafter called the "Surety," are held and firmly bound unto The City of New York, in the sum of Two hundred twenty three 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 26th day of April, 1926.

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,

Exhibit C-57 (continued).

and to excavate for, build, construct and in all respects complete sanitary sewer in Foch Boulevard, from Farmers Boulevard to Springfield Boulevard, 4th Ward, together with all the work incidental thereto, as is fully and at large set forth and described in the contract aforesaid.

10

NEW, 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 contained, then this obligation to be void; otherwise, to remain in full force and virtue.

20

Highway Improvement & Repair Co. Inc. [L. S.]

Contractor.

By CLIFTON E. TURNER, Pres.

U. S. Fidelity and Guaranty Co. [L. S.]

30

By C. D. MARSAC,

Attorney-in-Fact.

By .....

Attorney-in-Fact.

#2275943-26

40

Eagle Indemnity Company,

By .....

Attorney-in-Fact.

Exhibit C-57 (continued).

Fidelity and Deposit Company of Maryland

By HELEN PETERSEN,

Attorney-in-Fact.

10

Attest LOUIS C. FIELD,

Attorney-in-Fact.

.....  
.....  
.....

20 The City and State of New York, ss.:

County of Queens,

30 On this 26th day of April, 1926, before me personally came Clifton E. Turner to me known, who, being by me duly sworn, did depose and say that he resides in Montclar, N. J. that he is the President of the Highway Improvement & Repair 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 hereto signed his name and official designation.

JEFFERSON J. REILLY,

Commissioner of Deeds, The City of New York.

40

Commissioner of Deeds, No. 244

City of New York

Certificate filed in Queens County

Commission Expires March 30, 1928

Exhibit C-57 (*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 Six hundred thirty eight thousand seven hundred sixty six DOLLARS (\$638,766.00), and is chargeable to the Street Improvement Fund of The City of New York.

20

MICHAEL J. SHUGRUE,

Acting President of the Borough of Queens.

THE CITY OF NEW YORK APRIL 30, 1926.

30

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40



Exhibit C-57 (continued).

SPECIFICATIONS

(Extracts)

10 .....  
.....  
.....

TYPE "B"

Cement Concrete Pipe With Reinforcement.

20 General dimensions of pipe and minimum test load per lin. ft. of pipe.

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.

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

30 132. 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 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. No pipe having a butt joint will be considered. No variation over one-half (1/2) per cent. from the hereinbefore mentioned dimensions will be considered.

Exhibit C-57 (*continued*).

Jointing.

10 134. All joints to be made of 1 : 2 Portland cement mortar. The mortar shall be thoroughly trowelled in the recess of 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.

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, or all sizes of reinforced concrete pipe, reinforcing shall be at distances not less than one (1) 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 trenches.

40 138.—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 re-

Exhibit C-57 (continued).

moved from site of the work at the expense of the contractors.

Depth of cover.

10        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.

20        .....  
          .....  
          .....

30        \_\_\_\_\_

40

Exhibit C-58.

EXHIBIT C-58

10 *(Contract from the City of New York to Highway Improvement & Repair Company Incorporated, for the construction of a sanitary sewer to be used as a combined sewer in Jamaica Avenue, from 222nd street to Little Neck Road ((Mackay Avenue))*

CONTRACT SUMMARY

CONTRACT NUMBER. — Office of the Comptroller, No. 79051.

20 CONTRACTOR. — Highway Improvement & Repair Company Incorporated.

NAMES OF SURETIES. — Fidelity & Deposit Company, United States Fidelity & Guaranty Company, Eagle Indemnity Company and National Surety Company.

AMOUNT OF BOND. — \$330,000.

30 DATE OF AWARD. — 21st of April, 1926

DATE OF CONTRACT. — 26th of April, 1926

ORIGINAL ESTIMATE. — \$944,425.00

LIENS AND ASSIGNMENTS. — 10th of May, 1926. — Assignment of contract to Muccini & Decker, filed.

40 PAYMENT BY THE CITY TO THE CONTRACTOR. —  
In full

RESOLUTIONS. — 1) A true copy of Resolution (Cal. No. 351) dated November 13th, 1925, adopted by the Board of Estimate and Apportionment.

2) A true copy of Resolution (Cal. No. 102) dated March 25th, 1926, adopted by the Board of Estimate and Apportionment, are annexed to the contract.

Exhibit C-58 (*continued*).

DESCRIPTION OF YORK. — Construction of a sanitary sewer to be used temporarily as a combined sewer in Jamaica Avenue, from 222nd Street to Little Neck Road (Mackay avenue); Little Neck Road from Jamaica Avenue to 87th avenue, Fourth ward, Borough of Queens.

10 TIME. — allowed for the performance of the contract: 160 consecutive working days.

ANNEXES. — By letter to Chas. W. Berry, Comptroller of the City of New York, May 17th, 1926, the President of the Borough of Queens inform the Comptroller that the contractor Muccini & Decker, assignee of Highway Improvement & Repair Company Incorporated, have been ordered to begin work within seven days after service of notice.

20 TYPE. — Type "A" and type "B"

BIDS OR PROPOSALS. — are on type "B" alone and the bid or estimate of Highway Improvement & Repair Company Incorporated follows:

TYPE "B"

30 3'-6" Reinforced Concrete Pipe Sewer (Precast Type "B"), per linear foot, One hundred eight Dollars (\$108.00).

2'-9" Reinforced Concrete Pipe Sewer (Precast Type "B"), per linear foot, Sixty Dollars (\$60.00).

Manholes & Drop Manholes, complete, each, Five hundred Dollars (\$500.00).

40 Chamber in Jamaica Avenue at Little Neck Road, complete, Thirty five hundred Dollars (\$3500.00).

Chamber in Jamaica Avenue east of Spencer Avenue, complete, Thirty five hundred Dollars (\$3500.00).

Basin Manholes (Type #3), complete, each, One hundred eighty five Dollars (\$185.00).

Exhibit C-58 (*continued*).

Inlets (Type #3), complete, each, Seventy five Dollars (\$75.00).

Risers (Cast Iron Pipe Class "A"), per vertical foot, Ten Dollars (\$10.00).

10 Six-inch Spurs 24 inches long on Reinforced Concrete Pipe Sewer, One Dollar (\$1.00).

12 inch Vitrified Pipe Basin Connection, per linear foot, Two 50/100 Dollars (\$2.50).

10 inch Vitrified Pipe Basin Connection, per linear foot, One 75/100 Dollar (\$1.75).

20 Six-inch Vitrified Pipe House Connection Drains, per linear foot, Two Dollars (\$2.00).

The bids for Basin Manholes (Type #3) and Inlets (Type #3) are for the purpose of securing a price in the event that they will be required.

SIGNATURES. — The contractors' bids and the contract were properly signed and executed by all parties, in tsrict compliance with all the laws and regulations applicable to the City of New York.

30

SPECIFICATIONS. — The specifications appear in the contract and are the same as those to be found in exhibit C-36. in volume 9 at pages 4339 and following of the Case.

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40

Exhibit C-91.

EXHIBIT C-91

(Assignment of Contract by Highway Improvement & Repair  
Co. to Muccini & Decker. Springfield Boulevard.  
Comptroller No. 79049).

10

ASSIGNMENT OF CONTRACTS.

KNOW ALL MEN BY THESE PRESENTS, That Highway Improvement and Repair Company, Inc., of 50 Church Street, New York City, for and in consideration of the sum of One Dollar and other good and valuable consideration to us in hand paid by Muccini & Decker, of 6102 18th Avenue, Brooklyn, N. Y., receipt whereof is hereby acknowledged, have bargained, sold, assigned, transferred, conveyed and set over, and by these presents do bargain, sell, assign, transfer, convey and set over unto the said Muccini & Decker, all our rights, title and interest of, to and under a certain contract made between the said Highway Improvement and Repair Company, Inc., and the City of New York, by the President of the Borough of Queens, bearing Comptroller's No. 79049 and registered May 1st, 1926.

20  
30 "for the construction of a sanitary sewer to be used temporarily as a combined sewer in Springfield Boulevard, from Foch Boulevard to Hempstead Avenue, Fourth Ward, Brough 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 Muccini & Decker 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.

40

TO HAVE AND TO HOLD unto the said Muccini & Decker, their heirs, executors, administrators, successors and assigns.

Exhibit C-91 (continued).

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 5th day of May, 1926.

Highway Improvement & Repair Co., Inc.

10

By CLIFTON E. TURNER, Pres.

WITNESS:

FRED R. CURRAN.

RECEIVED

COMPTROLLER'S OFFICE

20

MAY 10, 1926

DEPARTMENT OF FINANCE

? ? ?  
? ? ?

MAY 10, 1926

30

Liens and Assignments

RECEIVED

PM RECD

Department of Finance — Audit — Administration

MAY 10, 1926

40

Approved as to form

.....

Law Clerk



Exhibit C-91 (*continued*).

State of New York :

County of Queens :

10           On this fifth day of May, 1926, before me personally ap-  
peared Clifton E( Turner, to me known, who being duly sworn,  
did depose and say that he resides in Montclar, N. J., that he is  
the President of Highway Improvement and Repair Company,  
Inc., the corporation described in and which executed the above  
foregoing instrument; that he knows the seal of said corpora-  
tion; that the seal affixed to said instrument is such corporate  
seal; that it was s affixed by order of the Board of Directors of  
20           said corporation, and that he signed his name as such officer  
by like order.

PETER P. CAMPBELL,

Notary Public, Queens County, N. Y.

No. 228.

30   STATE OF NEW YORK   SS:

COUNTY OF QUEENS

          On this 5th day of May, 1926, before me personally came  
Clifton E. Turner to me known and known to me to be the pre-  
sident of the HiHghway Imprvment and Repair Co., Inc., and  
the same person described in and who executed the foregoing  
instrument, and he acknowledged to me that he executed the  
40   same for the purpose therein mentioned.

PETER P. CAMPBELL,

Notary Public, Queens Co., N. Y. No. 228.

Exhibit C-91 (*continued*).

10 KNOW ALL MEN BY THESE PRESENTS, that we,  
Muccini & Decker, the undersigned hereby accept this contract  
herein assigned to us, and agree to perform the work herein  
stipulated to be done in accordance with the specifications, and  
to comply in all respects with each and every condition therein  
contained.

MUCCINI & DECKER,

By ALBERT DECKER.

20 STATE OF NEW YORK SS:  
COUNTY OF QUEENS

30 On this fifth day of May, 1926, before me personally came  
Albert Decker to me known and known to me to be a member of  
Muccini & Decker the firm described in and which executed the  
foregoing contract, and he acknowledged to me that he subscrib-  
ed the name of said firm thereto on behalf of said firm for the  
purposes therein mentioned.

PETER P. CAMPBELL,

Notary Public, County of Queens, N. Y.,

No. 228

40

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Exhibit C-91 (*continued*).

We, the undersigned, United States Fidelity and Guaranty Co., Eagle Indemnity Co., National Surety Co., Fidelity and Deposit Co. of Maryland, as sureties hereby consent to the foregoing assignment of Contract Number 79049 from Highway Improvement and Repair Company, Inc., to Muccini & Decker.

10

U. S. FIDELITY AND GUARANTY CO.

By C. D. MARSAC,

Attorney-in-fact.

Attest ALBERT J. ROWLAND,

20

Attorney-in-fact.

EAGLE INDEMNITY CO.

EDWIN E. CROWE,

Attorney-in-fact.

NATIONAL SURETY COMPANY

30

By J. A. McANDREW,

Resident Vice President.

Attest R. ROBACK,

Res. Ass't Secretary.

FIDELITY AND DEPOSIT CO. OF M'D.

40

ARTHUR H. HENDERSON,

Attorney-in-fact.

Attest CHARLES M. CLARK,

Attorney-in-fact.

Exhibit C-91 (continued).

10 (*To the above original Assignment, and forming part of the above exhibit, are annexed the usual and proper statutory declarations, by-laws, resolutions of the surety companies, the printing of which the parties have consented to omit, admitting that the said Assignment was duly signed and executed in conformity with all statutory provisions and in accordance with the New York City Charter.*)

APPROVED QUADRUPLICATE MAY 7, 1926 In accordance with the terms and conditions of Contract No. 79049.

MAURICE E. CONNOLLY,

20

President, Bough of Queens.

30

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40

Exhibit C-92.

EXHIBIT C-92

*(Assignment of Contract No. 79048 by Highway Improvement and Repair Co. to Muccini & Decker. Hempstead Ave.)*

10

ASSIGNMENT OF CONTRACTS.

20 KNOW ALL MEN BY THESE PRESENTS, That We, Highway Improvement and Repair Company, Inc., of 50 Church Street, New York City, for and in consideration of the sum of One Dollar and other good and valuable considerations to us in hand paid by Muccini & Decker of 6102 18th Avenue, Brooklyn, N. Y., receipt whereof is hereby acknowledged, have bargained, sold, assigned, transferred, conveyed and set over, and by these presents do bargain, sell, assign, transfer, convey and set over unto the said Muccini & Decker, all our rights, title and interest of, in, to and under a certain contract made between the said Highway Improvement and Repair Company, Inc., and the City of New York, by the President of the Borough of Queens, bearing Comptroller's Number 79048 and registered May 1st, 1926.

30 "for the construction of a sanitary sewer to be used temporarily as combined sewer: in Hempstead Avenue, from Springfield Blvd., to 220th St.: 220th St. from Hempstead Ave., to 99th Ave.; 99th Ave., from 220th St., to 222nd St.: 222nd St., from 99th Ave., to Jamaica Ave., Fourth Ward, Borough of Queens."

40 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 Muccini & Decker 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.

TO HAVE AND TO HOLD unto the said Muccini & Decker, their heirs, executors, administrators, successors and assigns.

Exhibit C-92 (continued).

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 5th day of May, 1926.  
Highway Improvement and Repair Co., Inc.,

10 By CLIFTON E. TURNER, Pres.

WITNESS:

FRED R. CURRAN.

RECEIVED

COMPTROLLER'S OFFICE

20 MAY 10, 1926

PM RECD

Dept. of Finance — Audit — Administration

MAY 10, 1926

DEPARTMENT OF FINANCE

30 ? ? ?

? ? ?

MAY 10, 1926

LIENS AND ASSIGNMENTS

RECEIVED

40 Approved as to form

.....

Law Clerk

Exhibit C-92 (*continued*).

State of New York :

County of Queens :

10           On this fifth day of May, 1926, before me personally ap-  
peared Clifton E. Turner, to me known, who being duly sworn,  
did depose and say that he resides in Montclar, N. J., that he is  
President of Highway Improvement and Repair Company, Inc.,  
the corporation described in and which executed the above fore-  
going 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 as such officer by like  
order.

20

PETER P. CAMPBELL,

Notary Public, Queens County, N. Y., No. 228.

STATE OF NEW YORK SS:

30 COUNTY OF QUEENS

On this 5th day of May, 1926 before me personally came  
Clifton E. Turner to me known and known to me to be the Pre-  
sident of the Highway Improvement and Repair Co., Inc., and  
the same person described in and who executed the foregoing  
instrument, and he acknowledged to me that he executed the  
same for the purpose therein mentioned.

40

PETER P. CAMPBELL,

Notary Public, Queens Co., N. Y., No. 228.

Exhibit C-92 (*continued*).

10 KNOW ALL MEN BY THESE PRESENTS, that we,  
Muccini & Decker, the undersigned, hereby accept this contract  
herein assigned to us, and agree to perform the work herein  
stipulated to be done in accordance with the specifications, and  
to comply in all respects with each and every condition therein  
contained.

MUCCINI & DECKER,

By ALBERT DECKER.

20 STATE OF NEW YORK SS:

COUNTY OF QUEENS

30 On this 5th day of May, 1926, before me personally came  
Albert Decker to me knwn and known to me to be a member of  
Muccini & Decker the firm described in and which executed the  
foregoing contract, and he acknowledged to me that he subscrib-  
ed the name of said firm thereto on behalf of said firm for the  
purposes therein mentioned.

PETER P. CAMPBELL,

Notary Public, County of Queens.

40

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Exhibit C-92 (*continued*).

We, the undersigned, United States Fidelity and Guaranty Co., Eagle Indemnity Co., Fidelity & Deposit Co. of Maryland, as sureties hereby consent to the foregoing assignment of Contract No. 79048 from Highway Improvement and Repair Co., Inc., to Muccini & Decker.

10

U. S. IDELITY AND GUARANTY CO.

By C. D. MARSAC,

Attorney in fact.

20

Attest ALBERT J. ROWLAND,

Attorney in fact.

EAGLE INDEMNITY COMPANY,

EDWIN E. CROWE,

30

Attorney in fact.

FIDELITY AND DEPOSIT CO. OF MARYLAND,

By ARTHUR H. HENDERSON,

Attorney in fact.

40

Attest CHARLES M. CLARK.

Attorney in fact.

Exhibit C-92 (continued).

10 (*To the above original Assignment, and forming part of the above exhibit, are annexed the usual and proper statutory declarations, by-laws, resolutions of the surety companies, the printing of which the parties have consented to omit, admitting that the said Assignment was duly signed and executed in conformity with all statutory provisions and in accordance with the New York City Charter.*)

APPROVED QUADRUPLICATE MAY 7, 1926, In accordance

MAURICE E. CONNOLLY,

with the terms and conditions of Contract No. 79048.

20

President, Borough of Queens.

30

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40

Exhibit C-93.

EXHIBIT C-93

*(Assignment of Contract No. 79051 by Highway Improvement and Repair Co., Inc., re Jamaica Ave.)*

10

ASSIGNMENT OF CONTRACTS.

KNOW ALL MEN BY THESE PRESENTS, That We, Highway Improvement and Repair Company, Inc., of 50 Church Street, New York City, for and in consideration of the sum of One Dollar and other good and valuable considerations to us in hand paid by Muccini & Decker of 6102 18th Avenue, Brooklyn, N. Y., receipt whereof is hereby acknowledged, have bargained,  
20 sold, assigned, transferred, conveyed and set over, and by these presents do bargain, sell, assign, transfer, convey and set over unto the said Muccini and Decker, all our rights, title and interest of, in, to and under a certain contract made between the said Highway Improvement and Repair Company, Inc., and the City of New York, by the President of the Borough of Queens, bearing Comptroller's Number 79051 and registed May 1st, 1926,

30 "for the construction of a sanitary sewer to be used temporarily as a combined sewer in Jamaica Aveue, from 222nd Street, to Little Neck Rd. (Mackey Avenue): Little Neck Rd., from Jamaica Avenue to 87th 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 Muccini & Decker our true  
40 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.

TO HAVE AND TO HOLD unto the said Muccini & Decker, their heirs, executors, administrators, successors and assigns.

Exhibit C-93 (continued).

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 5th day of May, 1926.

Highway Improvement and Repair Company, Inc.

10 WITNESS: CLIFTON E. TURNER, Pres.

FRED R. CURRAN.

RECEIVED

COMPTROLLER'S OFFICE

20 MAY 10, 1926

PM RECD

Dept. of Finance — Audit — Administration

MAY 10, 1926

DEPARTMENT OF FINANCE

30 ? ? ?

? ? ?

MAY 10, 1926

LIENS AND ASSIGNMENTS

40 RECEIVED

Approved as to form

.....'

Law Clerk

Exhibit C-93 (*continued*).

State of New York :

County of Queens :

10 On this fifth day of May, 1926, before me personally appeared Clifton E. Turner, to me known, who being duly sworn, did depose and say that he resides in Montclair, N. J., that he is President of Highway Improvement and Repair Company, Inc., the corporation described in and which executed the above 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 as such officer by like order.

20

PETER P. CAMPBELL,

Notary Public, Queens County, N. Y., No. 228.

STATE OF NEW YORK SS:

COUNTY OF QUEENS

30

On this 5th day of May, 1926, before me personally came Clifton E. Turner to me known and known to me to be the president of the Highway Improvement and Repair Co., Inc., and 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 contained.

40

PETER P. CAMPBELL,

Notary Public, Queens Co., N. Y., No. 228.

Exhibit C-93 (*continued*).

KNOW ALL MEN BY THESE PRESENTS, that we,  
Muccini & Decker, the undersigned, hereby accept this contract  
herein assigned to us, and agree to perform the work herein  
stipulated to be done in accordance with the specifications, and  
to comply in all respects with each and every condition therein  
10 contained.

MUCCINI & DECKER,

By ALBERT DECKER.

STATE OF NEW YORK SS:  
20 COUNTY OF QUEENS

On this 5th day of May, 1926, before me personally came  
Albert Decker to me known and known to me to be a member of  
Muccini & Decker the firm described in and which executed the  
foregoing contract, and he acknowledged to me that he subscrib-  
ed the name of said firm thereto on behalf of said firm for the  
purposes therein mentioned.  
30

PETER P. CAMPBELL,

Notary Public, County of Queens, N. Y., No. 228.

We, the undersigned, United States Fidelity and Gua-  
ranty Co., Eagle Indemnity Co., National Surety Co., Fidelity  
& Deposit Co. of Maryland, as sureties hereby consent to the fore-  
going assignment of Contract Numbered 79051 from Highway  
40 Improvement and Repair Co., Inc., to Muccini & Decker.

U. S. Fidelity & Guaranty Co.

By C. D. MARSAC,

Attorney in fact.

Exhibit C-93 (*continued*).

Attest ALBERT J. ROWLAND,  
Attorney in fact.

10

Eagle Indemnity Co.

EDWIN E. CROWE,  
Attorney in fact.

National Surety Company

20

J. A. McANDREW,  
Resident Vice President.

Attest A. ROBAK,  
Res. Ass't Secretary.

30

Fidelity & Deposit Co. of Maryland

By ARTHUR H. HENDERSON,  
Attorney in fact.

Attest CHARLES M. CLARK,  
Attorney in fact.

40

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Exhibit C-90.

EXHIBIT C-90

*(Assignment Highway Improvement Co. to Awixa Corp. of  
Contract for Foch Blvd Sewer, May 6th, 1926).*

10

ASSIGNMENT OF CONTRACTS.

KNOW ALL MEN BY THESE PRESENTS, That we,  
Highway Improvement and Repair Company, Inc., of 50 Church  
Street, New York 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  
20 whereof is hereby acknowledged, have bargained, sold, assigned,  
transferred, conveyed and set over, and by these presents do  
bargain, sell, assign, transfer, convey and set over unto the  
said Awixa Corporation, all our rights, title and interest of, in,  
to and under a certain contract made between the said Highway  
Improvement and Repair Company, Inc., and the City of York,  
by the President of the Borough of Queens, bearing Comptrol-  
ler's No. 79050 and registered May 1st, 1926,

30 "for the construction of a sanitary sewer to be used temporarily  
as a combined sewer in Foch Boulevard, from Farmers' Boule-  
vard, to Springfield Boulevard, Fourth Ward, Borough of  
Queens,"

together with all our rights, privileges and interests 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  
40 true and lawful attorneys with authority to do and perform any  
convenient or necessary acts in connection therewith in our na-  
me, 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.

TO HAVE AND TO HOLD unto the said Awixa Corpora-  
tion, their heirs, executors, administrators, successors and as-  
signs.



Exhibit C-90 (*continued*).

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 5th day of May 1926.

Highway Imprivement & Repair Co., Inc.

10 WITNESS: by CLIFTON E. TURNER, Pres.

STATE OF NEW YORK

COUNTY OF QUEENS SS:

20 On this 5th day of May 1926 before me personally came Clifton E. Turner to me known and known to me to be the president of the Highway Improvement and Repair Co., Inc., and the same person described in and who executed the **foregoing** instrument, and he acknowledged to me that he executed the same for the purpose therein mentioned.

JEFFERSON J. REILLY,

30 Commissioner of Deeds, No. 244

City of New York

Certificate filed in Queens County

Commission Expires March 30, 1928

40 KNOW ALL MEN BY THESE PRESENTS, that we, Awixa Corporation, the undersigned hereby accept this contract herein assigned to us, and agree to perform the work herein stipulated to be done in accordance with the specifications, and to comply in all respects with each and every condition therein contained.

AWIXA CORPORATION,

CLAIRE D. SCHLEMMER, Pres.

Exhibit C-90 (*continued*).

STATE OF NEW YORK SS:  
COUNTY OF QUEENS

10 On this 5th day of May, 1926, before me personally came  
Claide L. Schlemmer to me known and known to me to be the  
President of the Awixa Corporation and to be the same person  
rescribed in and who executed the foregoing instrument, and he  
acknowledged to me that he executed the same for the purpose  
therein mentioned.

20 JEFFERSON J. REILLY,  
Commissioner of Deeds, No. 244  
City of New York  
Certificate filed in Queens County  
Commission Expires March 30, 1928

30 We, the undersigned, United States Dideilty and Gua-  
ranty Company, Eagle Indemnity Company, Fidelity and De-  
posit Company of Maryland, as sureties hereby consent to the  
foregoing assignment of Contract Number 79050 from High  
Improvement and Repair Co., Inc., to Awixa Corporation.

Dated ae New York, N. Y., 5 May, 1926.

40 U. S. FIDELITY AND GUARANTY CO.  
By C. D. MARSAC,  
Attorney-in-Fact.

Exhibit C-90 (*continued*).

Attest WILLIAM H. ESTWICK,  
Attorney-in-Fact.

EAGLE INDEMNITY COMPANY,

10 EDWIN E. CROWE,  
Attorney-in-Fact.

FIDELITY AND DEPOSIT CO. OF M'D

JOHN A. GRIFFIN,  
Attorney-in-Fact.

Attest CHARLES M. CLARK,  
Attorney-in-Fact.

20 APPROVED QUADRUPLICATE MAY 6, 1926 in accordance  
with the terms and conditions of Contract No. 79050.

MAURICE E. CONNOLLY,

President, Borough of Queens.

945 38

30 State of New York ss:  
County of Queens

40 On this 5th day of May, 1926, before me personally came  
Claire D. Schlemmer to me known, who being by me duly sworn,  
did depose and say that he resides in Islip, N. Y. that he is the  
President of Awixa Corporation the corporation described in  
and which executed the above and 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 as such officer by like order.

JEFFERSON J. REILLY,  
Commissioner of Deeds, No. 244  
City of New York  
Certificate filed in Queens County  
Commission Expires March 30, 1928

945 37

Exhibit C-90 (*continued*).

State of New York :

County of Queens:

10           On this fifth day of May, 1926, before me personally ap-  
peared Clifton E. Turner, to me known, who being duly sworn,  
did depose and say that he resides in Montclair, N. J., that he is  
President of Highway Improvement and Repair Company. Inc.,  
the corporation described in and which executed the above fore-  
going 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 as such officer by like  
order.

20

JEFFERSON J. REILLY,

Commissioner of Deeds, No. 244

City of New York

Certificate filed in Queens County

30

Commission Expires March 30, 1928

40

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Exhibit C-149.

EXHIBIT C-149

(1 check paid to John M. Phillips by Kennedy & Smith).

10

Kennedy & Smith, Inc.

93 Amity St.

Flushing, N. Y.

Flushing, N. Y., May 6, 1926 No. 3386

20

11 Long Island City

THE FLUSHING NATIONAL BANK 1-438

Queens Borough, City of New York

Pay to the order of

ELMHURST LOCK-JOINT PIPE COMPANY \$39664.40

30

Thirty nine thousand and six hundred sixty four Dollars

*forty Cents*

KENNEDY & SMITH, INC.

HARRY L. SMITH,

COVERT F. SMITH,

40

Treas.

Pres.

Exhibit C-149 (*continued*). ..

(Back of Check).

Elmhurst Lock-Joint Pipe Company

10

For deposit

John M. Phillips

Paid

5-8-26

1-438

20

30

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40

Exhibit C-134.

EXHIBIT C-134

10 *(Contract from the City of New York to Kennedy & Smith Incorporated for the construction of a sewer in Hazen Street).*

CONTRACT SUMMARY

CONTRACT NUMBER. — Office of the Comptroller, No. 79216.

CONTRACTOR. — Kennedy & Smith Incorporated.

20 NAME OF SURETIES. — United States Fidelity & Guaranty Co., Eagle Indemnity Company.

AMOUNT OF BOND. — \$102,800.

DATE OF AWARD. — April 26th, 1926.

DATE OF CONTRACT. — May 7th, 1926.

30 ORIGINAL ESTIMATE. — \$219,990.00

PAYMENT BY THE CITY TO THE CONTRACTOR. —  
In full

RESOLUTIONS. — 1) A true copy of Resolution (Cal. No. 408) dated March 25th, 1926, adopted by the Board of Estimate and Apportionment.

40 2) A true copy of Resolution (Cal. No. 409-a) dated March 25th, 1926, adopted by the Board of Estimate and Apportionment,

are annexed to the contract.

DESCRIPTION OF WORK. — Construction of a temporary storm water overflow sewer in Hazen Street from Riker Avenue to the Shore Line approximately 170 ft. northeasterly

Exhibit C-134 (*continued*).

10 from Riker Ave. and a temporary cut-off chamber at the intersection of Riker Ave and Hazen Street and for the construction of a sewer and appurtenances in Hazen Street from Riker Ave to Flushing Ave; Ditmars Ave from Hazen St. to 17th Ave; 17th Avenue from Ditmars Ave to Flushing Ave; 18th Avenue from Ditmars Ave to Flushing Ave; 19th Avenue from Ditmars Ave to Flushing Ave, First and Second Wards, Borough of Queens, Type "B".

SUMMARY OF PROPOSALS. — Summary of Proposals — type "B", annexed to the contract, shows that the bids were opened on April 21st, 1926, — that the Engineer's Estimate, as of the 24th of November 1925, were \$205,672.00.

20 The Bidders, with the total amount of their bids were the following:

Kenedy & Smith Incorporated: \$219,990.00

Jame Gallo: 230,240.00

Muccini & Decker: 242,517.60

30 Angelo Paino 678,349.00

TIME allowed for the performance of the contract: 250 consecutive working days.

ANNEXES. — By letter to Chas. W. Berry, Comptroller of the City of New York, May 24th, 1926, the Acting President of the Borough of Queens informs the Comptroller that the contractor Kennedy & Smith Incorporated have been ordered to begin work within seven days after service of notice.

40

TYPE. — Type "A" and type "B".

BIDS OR PROPOSALS. — are on type "B" alone and the bid or estimate of Kennedy & Smith Incorporated, to whom the contract was awarded, follows:



Exhibit C-134 (*continued*).

- 5'-6" Reinforced Concrete Pipe Sewer (Precast Type "B"), Per  
Linear Foot, Seventy three Dollars (\$73.00).
- 5'-6" Reinforced Concrete Pipe Outlet Sewer (Precast Type  
"B"), including cradle, but exclusive of Piling and Decking, Per  
10 Linear Foot, One hundred Dollars (\$100.00).
- 5'-0" Reinforced Concrete Pipe Sewer (Precast Type "B"), Per  
Linear Foot, Forty one Dollars (\$41.00).
- 4'-6" Reinforced Concrete Pipe Sewer (Precast Type "B"), Per  
Linear Foot, Twenty five Dollars (\$25.00).
- 4'-3" Reinforced Concrete Pipe Sewer (Precast Type "B"), Per  
Linear Foot, Twenty four Dollars (\$24.00).
- 20 2'-6" Reinforced Concrete Pipe Sewer (Precast Type "B"), Per  
Linear Foot, Fifteen Dollars (\$15.00).
- 22-inch Vitrified Pipe Sewer, Per Linear Foot, Six Dollars  
(\$6.00).
- 18-inch Vitrified Pipe Sewer, Per Linear Foot, Five 50-100 Dol-  
lars (\$5.50).
- 30 18-inch Vitrified Pipe Sewer (including cradle), Per Linear  
Foot, Four 50-100 Dollars (\$4.50).
- 12-inch Vitrified Pipe Sewer, Per Linear Foot, Four Dollars  
(\$4.00).
- Breast Wall, Complete, Two thousand Dollars (\$2000.00).
- Chamber in Hazen Street at Ditmars Avenue, Complete, One  
thousand Dollars (\$1000.00).
- 40 Chamber in Ditmars Avenue at 17th Avenue, Complete, One  
thousand Dollars (\$1000.00).
- Chamber in Hazen Street N. S. of Riker Avenue, Complete,  
Eleven hundred fifty Dollars (\$1150.00).
- Chamber in Hazen Street S. S. of Riker Avenue, Complete, Two  
thousand Dollars (\$2000.00).

Exhibit C-134 (*continued*).

Manholes, Complete, One hundred Dollars (\$100.00).

Basin Manholes (Type #3), Complete, Each, Two hundred Dollars (\$200.00).

10 Inlets (Type #3), Complete, Each, One hundred twenty five Dollars (\$125.00).

Six-inch Spurs 24-inches long on Reinforced Concrete Pipe Sewer (Precast Type "B"), Each, Two Dollars (\$2.00).

Six-inch Spurs on 22-inch Vitrified Pipe Sewer, Each, Six Dollars (\$6.00).

20 Six-inch Spurs on 18-inch Vitrified Pipe Sewer, Each, Five Dollars (\$5.00).

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

12-inch Vitrified Pipe, aBasin Connection, Per Linear Foot, Three 50-100 Dollars (\$3.50).

10-inch Vitrified Pipe, Basin Connection, Per Linear Foot, One Cent (\$0.01).

30 6-inch Vitrified Pipe, House Connection Drains, Per Linear Foot, Three Dollars (\$3.00).

3'-0" C. I. Pipe (Class "A"), Per Linear Foot, Fifty Dollars (\$50.00).

"Fill", Per Cubic Yard, One Cent (\$0.01).

40 SIGNATURES. — The contractors' bids and the contract were properly signed and executed by all parties, in strict compliance with all the laws and regulations applicable to the City of New York.

SPECIFICATIONS. — The specifications appear in the contract and are the same as those to be found in exhibit C-36. in volume 9 at pages 4339 and following of the Case.

Exhibit C-135.

EXHIBIT C-135

*(Contract from the City of New York to Kennedy & Smith, Incorporated, for the construction of a sewer in Polk Avenue).*

10

CONTRACT SUMMARY

CONTRACT NUMBER. — Office of the Comptroller No. 79218.

CONTRACTOR. — Kennedy & Smith Incorporated.

20 NAME OF SURETIES. — U. S. Fidelity & Guaranty Co. — Eagle Indemnity Company.

AMOUNT OF BOND. — \$66,000.

DATE OF AWARD. — April 27th, 1926.

DATE OF CONTRACT. — May 7th, 1926.

ORIGINAL ESTIMATE. — \$143,813.65

30

PAYMENT BY THE CITY TO THE CONTRACTOR. — In full.

RESOLUTIONS. — 1) A true copy of Resolution (Cal. No. 241) dated June 19th, 1925, adopted by the Board of Estimate and Apportionment.

40 2) A true copy of Resolution (Cal. No. 410) dated March 25th, 1926, adopted by the Board of Estimate and Apportionment,

are annexed to the contract.

DESCRIPTION OF WORK. — Construction of sewers and appurtenances in: Polk Avenue from 84th Street to 79th Street; 79th Street from Polk Avenue to Roosevelt Avenue;

Exhibit C-135 (*continued*).

Roosevelt Avenue from 79th Street to 76th Street; 76th Street from Roosevelt Avenue to Broadway, Second Ward, Borough of Queens, Type "B".

10 TIME. — allowed for the performance of the contract:  
120 consecutive working days.

ANNEXES. — By letter dated June 1st, 1926, the Acting President of the Borough of Queens informed the Comptroller of the City of New York that the contractor has been ordered to begin work on the contract within seven days after service of notice.

20 By letter dated May 5th, 1927, the President of the Borough of Queens inform the Comptroller of the City of New York, that, in accordance with the recommandation of the Engineer of Sewers, the Department of the Borough, the President has granted an extension of time of 53 days to the contractor, setting forth the reaons for the said letter.

30 By letter dated November 22nd, 1927, the Engineer of Highways of the Borough of Queens informs William Bishop, Engineer of Sewers, that an inspection was made of the roadway, curb and sidewalks, and that same had been found in good condition.

By letter dated December 14th, 1927, the Engineer of Highways and Maintenance of the Borough of Queens informed William Bishop, Engineer of Sewers, that inspection had been made of the contract of Kennedy & Smith, for constructing sewers in Polk Avenue, and that the streets had been found in good condition.

40 By letter dated December 15th, 1927, the Engineer of Sewers of the Borough of Queens writes to the President of the said borough and encloses certificates to release securities deposited with the Comptroller, for the amount retained for six months as security of repairs to the said surface.

By letter dated December 23rd, 1927, the Engineer-in-Charge writes to Maurice E. Connolly, President of the Borough of Queens, informing him that he has examined and approve

Exhibit C-135 (*continued*).

and transmit payment voucher with a recommendation that the amount retained be returned to the contractor.

TYPE. — Type "A" and type "B").

- 10 BIDS OR PROPOSALS. — are on type "B" alone and the bid or estimate of Kennedy & Smith Incorporated, to whom the contract was awarded, follows:

TYPE "B"

- 6'-0" Reinforced Concrete Pipe Sewer (Precast Type "B"), Per Linear Foot, Sixty six 60-100 Dollars (\$66.60).
- 20 5'-6" Reinforced Concrete Pipe Sewer (Precast Type "B"), Per Linear Foot, Sixty three 30-100 Dollars (\$63.30).
- 4'-9" Reinforced Concrete Pipe Sewer (Precast Type "B"), Per Linear Foot, Thirty six Dollars (\$36.00).
- 3'-3" Reinforced Concrete Pipe Sewer (Precast Type "B"), Per Linear Foot, Sixteen 25-100 Dollars (\$16.25).
- 30 2'-3" Reinforced Concrete Pipe Sewer (Precast Type "B"), Per Linear Foot, Fourteen Dollars (\$14.00).
- 18-inch Vitrified Pipe Sewer, Per Linear Foot, Five 80-100 Dollars (\$5.80).
- 12-inch Vitrified Pipe Sewer, Per Linear Foot, Four Dollars (\$4.00).
- 40 Manholes and Drop Manholes, Complete, Each, One hundred fifty Dollars (\$150.00).
- Basin Manholes (Type #3), Complete, Each, One hundred seventy five Dollars (\$175.00).
- Inlets (Type #3), Complete, Each, One hundred twenty five Dollars (\$125.00).

Exhibit C-135 (*continued*).

Chamber in 79th Street at 37th Avenue, Complete, Fifteen hundred Dollar (\$1500.00).

Chamber in Roosevelt Avenue at 79th Street, Complete, Fifteen hundred Dollars (\$1500.00).

10 12-inch Vitrified Pipe, Basin Connection, Per Linear Foot, Three Dollars (\$3.00).

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

6-inch Vitrified Pipe, House Connection Drains, Per Linear Foot, Two Dollars (\$2.00).

20 Six-inch Spurs 24-inches long on Reinforced Concrete Pipe Sewer (Precast Type "B"), Each, Two Dollars (\$2.00).

Six-inch Spurs on 18-inch Vitrified Pipe Sewer, Each, Five Dollars (\$5.00).

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

30 SIGNATURES. — The contractors' bids and the contract were properly signed and executed by all parties, in strict compliance with all the laws and regulations applicable to the City of New York.

SPECIFICATIONS. — The specifications appear in the contract and are the same as those to be found in exhibit C-36, in volume 9, at pages 4339 and following of the Case.

Exhibit C-232.

EXHIBIT C-232

*(Contract from the City of New York to Carmine Petracca for  
the construction of a sewer in 37th Street.)*

10

CONTRACT NUMBER. — Office of the Comptroller No.  
79227.

CONTRACTOR. — Carmine Petracca.

NAME OF SURETIES. — Eagle Indemnity.

AMOUNT OF BOND. — \$17,000.00

20

DATE OF AWARD. — April 27th, 1926.

DATE OF CONTRACT. — May 7th, 1926.

ORIGINAL ESTIMATE. — \$37,887.00

PAYMENT BY THE CITY TO THE CONTRACTOR. —  
In full.

30

RESOLUTIONS. — 1) A true copy of Resolution (Cal.  
No. 505) dated June 19th, 1925, adopted by the Board of Estimate  
and Apportionment.

2) A true copy of Resolution (Cal. No. 405) dated March  
25th, 1926, adopted by the Board of Estimate and Apportionment,

are annexed to the contract.

40

DESCRIPTION OF WORK. — Construction of a sewer  
and appurtenances in 37th Street from Grand Avenue to Sigel  
Avenue, and in Astoria Avenue from 37th Street to 40th Street,  
2nd Ward, Borough of Queens, type "B".

SUMMARY OF PROPOSALS. — Summary Proposals —  
type "B", annexed to the contract, shows that the bids were

Exhibit C-232 (*continued*).

open on April 21st, 1926, — that the Engineer's Estimate, as of the 14th of October 1925, were \$33,953.00.

The Bidders, with the total amount of their bids, were the following:

10

Carmine Jetracca :	37,87.00
James Gallo :	43,738.00
Hammen Construction Company :	47,467.00

20 TIME — allowed for the performance of the contract:  
90 consecutive working days.

ANNEXES. — By letter dated May 24th, 1926, the Acting President of the Borough of Queens informs the comptroller of the City of New York that the contractor has been ordered to begin work within seven days after service of notice.

30 By letter dated November 13th, 1926, the Commissioner of Public Works of the Borough of Queens informs the Comptroller of the City of New York that he has received the latter's communication advising the Department to withhold the payment of the voucher in favor of the contractor in the sum of \$6675.56, until the contractor has paid the sum of \$231.63 to the Bureau of Highways.

TYPE. — Type "A" and type "B".

40 BIDS OR PROPOSALS. — are on type "B" alone and the bid or estimate of Carmine Petracca, to whom the contract was awarded, follows:

TYPE "B"

3'-0" Reinforced Concrete Pipe Sewer (Precast Type "B"), Per Linear Foot, Twenty two Dollars (\$22.00).



Exhibit C-232 (*continued*).

- 18-inch Vitrified Pipe Sewer, Per Linear Foot, Eight Dollars (\$8.00).
- 12-inch Vitrified Pipe Sewer, Per Linear Foot, Four Dollars (\$4.00).
- 10 Chamber in 94th Street at Grand Avenue, Complete, Seven hundred fifty Dollars (\$750.00).
- Chamber in 94th Street at 25th Avenue, Complete, Six hundred fifty Dollars (\$650.00).
- Manholes, Complete, Each, One hundred Dollars (\$100.00).
- 20 Basin Manholes (Type #3), Complete, Each, Two hundred Dollars (\$200.00).
- Inlets (Type #3), Complete, Each, One hundred Dollars (\$100.00).
- Six-inch Spurs 24-inches long on Reinforced Concrete Pipe Sewer (Precast Type "B"), Each, One Dollars (\$1.00).
- Six-inch Spurs on 18-inch Vitrified Pipe Sewer, Each, Four Dollars (\$4.00).
- 30 Six-inch Spurs on 12-inch Vitrified Pipe Sewer, Each, One 50-100 Dollar (\$1.50).
- 12-inch Vitrified Pipe Basin Connection, Per Linear Foot, Three Dollars (\$3.00).
- 10-inch Vitrified Pipe, Basin Connection, Per Linear Foot, Two Dollars (\$2.00).
- 40 6-inch Vitrified Pipe House Connection Drains, Per Linear Foot, One Dollar (\$1.00).

Signatures. — The contractors' bids and the contract were properly signed and executed by all parties, in strict compliance with all the laws and regulations applicable to the City of New York.

Exhibit C-232 (*continued*).

**SPECIFICATIONS.** — The specifications appear in the contract and are the same as those to be found in exhibit C-36, in volume 9 at pages 4339 and following of the Case.

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Exhibit C-60.

EXHIBIT C-60

*(Summary of Proposals: Brinkerhoff Avenue).*

10           PRESIDENT OF THE BOROUGH OF QUEENS

—————  
BUREAU OF SEWERS.  
—————

20           SUMMARY OF PROPOSALS

—————  
TYPE "B"

No. 1

30   Lowest Bidder   Joseph Sigretto Sons, Inc.

For the construction of a sanitary sewer and appurtenances in  
BRINKERHOFF AVE. from 180th St. to 193rd St., 4th Wd.  
Borough of Queens.

Bids opened on July 14, 1926           Sureties \$93,00.00

Deposit \$4,650.00   Engineer's Estimate \$186,829.00   5/7/26

40   Time Allowed No. of Working Days   150.

BIDER

TOTAL AMOUNT

Jos. L. Sigretto Sons, Inc.   349,201.10

Exhibit C-60 (continued).

	Riverdale Const. Co., Inc.	365,022.00
	Dominick Bonacci	419,780.65
	Angelo Paino	420,412.00
10	Necaro Co., Inc.	429,232.00

BIDDER

UNIT PRICES

100 Lin. Ft. Interlocking Conc. Blk. Tun. Eewer (Free Air)

20	Jos. L. Sigretto Sons, Inc.	300.00
	Riverdale Cont. Co., Inc.	100.00
	Dominick Bonacci	375.00
	Angelo Paino	200.00
	Necaro Co., Inc.	200.00

30 284 Lin. Ft. Interlocking Conc. Blk. Tun. Sewer (Compressed Air)

	Jos. L. Sigretto Sons, Inc.	300.00
	Riverdale Const. Co., Inc.	140.00
	Dominick Bonacci	417.00
40	Angelo Paino	200.00
	Necaro Co., Inc.	300.00

154 Lin. Ft. 4'-0" R. C. Pipe Sewer (Precast Type "B")

	Jos. L. Sigretto Sons, Inc.	78.30
	Riverdale Const. Co., Inc.	80.00

Exhibit C-60 (*continued*).

	Dominick Bonacci	80.45
	Angelo Paino	100.00
	Necaro Co., Inc.	100.00
10	2,807 Lin. Ft. 3'-6" R. C. P. Sewer (Precast Type "B")	
	Jos. L. Sigretto Sons, Inc.	66.30
	Riverdale Const. Co., Inc.	100.00
	Dominick Bonacci	76.55
20	Angelo Paino	102.00
	Necaro Co., Inc.	80.00
	1 Shaft (West end of tunnel)	
	Jos. L. Sigretto Sons, Inc.	4310.00
	Riverdale Const. Co., Inc.	3000.00
30	Dominick Bonacci	4000.00
	Angelo Paino	5000.00
	Necaro Co., Inc.	20000.00
	1 Transition Chamber (East end of tunnel)	
40	Jos. L. Sigretto Sons, Inc.	2810.00
	Dominick Bonacci	2900.00
	Angelo Paino	5000.00
	Necaro Co., Inc.	15000.00

Exhibit C-60 (continued).

1 Chamber in Brinkerhoff Ac. at 189th St.

	Jos. L. Sigretto Sons, Inc.	2210.00
	Riverdale Const. Co., Inc.	1500.00
10	Dominick Bonacci	3400.00
	Angelo Paino	4000.00
	Necaro Co., Inc.	10000.00

1 Chamber in Brinkerhoff Av. W. S. Farmers Blvd.

20	Jos. L. Sigretto Sons, Inc.	2190.00
	Riverdale Const. Co., Inc.	1500.00
	Dominick Bonacci	3500.00
	Angelo Paino	4000.00
	Necaro Co., Inc.	10000.00

30 1 Chamber in Brinkerhoff Av. at Farmers Blvd.

	Jos. L. Sigretto Son, Inc.	2300.00
	Riverdale Const. Co., Inc.	1500.00
	Dominick Bonacci	3600.00
	Angelo Paino	4000.00
40	Necaro Co., Inc.	10000.00

1 Chamber in Brinkerhoff Av. at 193rd St.

	Jos. L. Sigretto Sons, Inc.	5450.00
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Exhibit C-60 (continued).

	Riverdale Const. Co., Inc.	1500.00
	Dominick Bonacci	7500.00
	Angelo Paino	4000.00
10	Necaro Co., Inc.	10000.00
20 Manholes		
	Jos. L. Sigretto Sons, Inc.	275.00
	Riverdale Const. Co., Inc.	250.00
20	Dominick Bonacci	385.00
	Angelo Paino	400.00
	Necaro Co., Inc.	200.00
280 Vt. Ft. Risers		
	Jos. L. Sigretto Sons, Inc.	9.66
30	Riverdale Const. Co., Inc.	6.00
	Dominick Bonacci	6.00
	Angelo Paino	10.00
	Necaro Co., Inc.	6.00
40	110—6" Spurs 24" long on R. C. P. Sewer (Precast Type "B")	
	Jos. L. Sigretto Sons, Inc.	6.00
	Riverdale Const. Co., Inc.	1.00
	Dominick Bonacci	1.00

Exhibit C-60 (continued).

	Angelo Paino	2.00
	Necaro Co., Inc.	4.00
10	426 Lin. Ft. 6" V. P. House Conn. Drains	
	Jos. L. Sigretto Sons, Inc.	4.00
	Riverdale Const. Co., Inc.	2.00
	Dominick Bonacci	3.75
	Angelo Paino	3.00
20	Necaro Co., Inc.	2.00
	1,200 Cu. Ft. Grit	
	Jos. L. Sigretto Sons, Inc.	1.00
	Riverdale Const. Co., Inc.	1.00
	Dominick Bonacci	0.30
30	Angelo Paino	1.00
	Necaro Co., Inc.	0.25
	2,400 Cu. F. Grout	
	Jos. L. Sigretto Sons, Inc.	2.00
40	Riverdale Const. Co., Inc.	1.00
	Dominick Bonacci	0.10
	Angelo Paino	1.00
	Necaro Co., Inc.	0.75



Exhibit C-102.

EXHIBIT C-102

*(Bid of Riverdale Construction Company on Brinkerhoff Avenue  
from 193rd street to 198th, Type a).*

10

TYPE "A"

THE CITY OF NEW YORK

Office of the

20

PRESIDENT OF THE BOROUGH OF QUEENS

---

BUREAU OF SEWERS.

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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 14, 1928.

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

40

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 (\$102,000.00).

Exhibit C-102 (*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.

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BID OR ESTIMATE

For the construction of a sanitary sewer and appurtenances to used temporarily as a combined sewer in BRINKERHOFF AVENUE from 193d St. to Hollis Ave.; HOLLIS AVENUE from Brinkerhoff Ave. to 198th St.; 198TH STREET from Hollis Ave. to 109th Ave.; 109TH AVENUE from 198th St. to 200th St.; 200TH STREET from 109th Ave. to 104th Ave.; 104TH AVENUE from 200th St. to 202nd St.; 202ND STREET from 104th Ave. to 100th Ave.; 100TH AVENUE from 202nd St. to 205th St.; 205TH STREET from 100th Ave. to 99th Ave.; 99TH AVENUE from 205th St. to Cross Island Blvd.; CROSS ISLAND BLVD. from 99th Ave. to Jamaica Ave., Fourth Ward, Borough of Queens.

Made by the firm or corporation of Riverdale Const. Co., Inc.

40 Address 2511 Grand Central Terminal, N. Y.

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

Exhibit C-102 (*continued*).

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.

10 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 Jos. J. Elkin, Pres.

Address 2511 Grand Central Terminal, N. Y. C.

Name Wm Goldsmith, Treas.

20 Address 2511 Grand Central Terminal, N. Y. C.

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 therein 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

30

40

Exhibit C-102 (*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  
20           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

- 2 801 Linear Feet 3'-6" Concrete Sewer, per Linear Foot, Seventy-seven Dollars (\$77.00).  
30  
2,839 Linear Feet 3'-0" Concrete Sewer, Per Linear Foot, Sixty-one Dollars (\$61.00).  
35 Manholes, Complete, Each, One hundred ninety-five Dollars \$195.00).  
1 Chamber in Hollis Avenue at 196th Street, Complete, Twelve hundred Dollars (\$1200.00).  
40    1 Chamber in Hollis Ave. at S. S. of 198th Street, Complete, Twelve hundred Dollars (\$1200.00).  
1 Chamber in Hollis Avenue N. S. at 198th Street, Complete, Twelve hundred Dollars (\$1200.00).

Exhibit C-102 (*continued*).

- 1 Chamber in 198th Street at 109th Avenue, Complete, Twelve hundred Dollars (\$1200.00).
- 1 Chamber in 109th Avenue at 200th Street, Complete, Twelve hundred Dollars (\$1200.00).
- 10 1 Chamber in 200th Street at 104th Avenue, Complete, Twelve hundred Dollars (\$1200.00).
- 1 Chamber in 104th Avenue at 202nd Street, Complete, Twelve hundred Dollars (\$1200.00).
- 1 Chamber in 202d Street at 100th Avenue, Complete, Twelve hundred Dollars (\$1200.00).
- 20 1 Chamber in 100th Avenue at 205th Street, Complete, Twelve hundred Dollars (\$1200.00).
- 1 Chamber in 205th Street at 99th Avenue, Complete, Twelve hundred Dollars (\$1200.00).
- 1 Chamber in 99th Avenue at Cross Island Blvd., Complete, Twelve hundred Dollars (\$1200.00).
- 30 1 Chamber in Cross Island Blvd. at Jamaica Avenue, Complete, Twelve hundred Dollars (\$1200.00).
- 247 Vertical Feet 6-inch C. I. Pipe Class "A" Risers, Per Vertical Foot, Six Dollars (\$6.00).
- 221 Six-inch Spurs 24-inches long on concrete Sewer, Each, Two Dollars (\$2.00).
- 874 Linear Feet 6-inch Vitrified Pipe House Connection Drains, Per Linear Foot, Two Dollars (\$2.00).
- 40 1 Basin Manhole (Type #3), Complete, Two hundred Dollars (\$200.00).
- 30 Linear Feet 12-inch Vitrified Pipe, Basin Connection, Per Linear Foot, Two Dollars (\$2.00).

Exhibit C-102 (*continued*).

NOTE.—The items for Basin Manholes and 12-inch Vitri-fied Pipe Basin Connection, are inserted in order to secure prices in the event that it will be necessary to build some of them.

10 (*“To the above original Bid or Estimate is annexed a Blue Print forming part thereof, the reproduction of which the parties herein have consented to omit but do admit the said Blue Print forms part of the above exhibit.”*Q

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 th 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 awardedto, any person who is in arrears to The City of New York upon debot or contract, or who is a defaulter, as surety or otherwise, upon any obliga-tion to The City of New York.

30 No bid or proposal will be received, considered and de-sited unless, as a condition precedent to the reception or consider-ation 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 Comp-troller 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 bust be either inclosed in a separate envelope addressed to the Borough President, or submitted personally up-on the presentation of the bid or proposal and handed to the of-ficer 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.  
40 All such deposits, except that made by the bidder to whom the contract shall be awarded, will be returned to the person or per-sons making the same within three (3) days after the decision as to who will receive the contract. If the bidder to whom the con-tract shall have been awarded shall refuse or neglect to execute the same within five days after due notice that the contrac has been awarded to him, and the the adequacy and sufficiency of the surety offered has been approved by the Comptroller, the amount

Exhibit C-102 (*continued*).

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.

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.

Riverdale Construction Co., Inc. [L. S.]

30

2511 Grand Central Terminal, N. Y. C.

Jos. J. Elkin, Pres.

The City and State of New York ss:

County of New York

40

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).

Jos. J. Elkin, Pres.

Exhibit C-102 (*continued*).

Subscribed and sworn to before me,  
this 13th day of July, 1926.

10           M. O'DONNELL,

Notary Public for Kings County No. 18

Certificate filed in New York County No. 162

Bronx No. 7, Queens No. 563, Richmond &

& Winchester Counties

20

Kings County Register's Office No. 8017

New York County Register's Office No. 8118

Bronx County Register's Office No. 2826

My Commission Expires March 30, 1928

30

40



Exhibit C-103.

EXHIBIT C-103

*(Bid of Riverdale Construcion Company on Brinkerhoff avenue  
from 180 street to 193 street, Type B).*

10

TYPE "B"

No. 1

THE CITY OF NEW YORK

20

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. ON JULY 14, 1926.

The time allowed for the completion of the work and the full performance of the contract is 150 CONSECUTIVE WORK-  
40 ING 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 (\$93,000.00).

Exhibit C-103 (*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.

20

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BID OR ESTIMATE

For the construction of a sanitary sewer and appurtenances in BRINKERHOFF AVENUE from 180th Street to 193th Street,

4th Ward, Borough of Queens.

30

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

Made by the firm or corporation of Riverdale Const. Co., Inc.

40 Address 2511 Grand Central Terminal, N. Y.

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-103 (*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 Jos. J. Elkin, Pres.

Address 2511 Grand Central Terminal, N. Y. C.

Name Wm Goldsmith, Treas.

Address 2511 Grand Central Terminal, N. Y. C.

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 therein 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  
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, 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  
40 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

Exhibit C-103 (*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

TYPE "B"

- 100 linear feet Interlocking Concrete Block Tunnel Sewer (Free Air), per linear foot, One hundred Dollars (\$100.00).
- 30 284 linear feet Interlocking Concrete Block Tunnel Sewer (Compressed Air), per linear foot, One hundred forty Dollars (\$140.00).
- 154 linear feet 4'-0" Reinforced Concrete Pipe Sewer (Precast Type "B"), per linear foot, Eighty Dollars (\$80.00).
- 2,807 linear feet 3'-6" Reinforced Concrete Pipe Sewer (Precast Type "B"), per linear foot, One hundred Dollars (\$100.00).
- 40 1 Shaft (West end of Tunnel), Complete, each, Three thousand Dollars (\$3000.00).
- 1 Transition Chamber (East end of Tunnel), Complete, each, Two thousand Dollars (\$2000.00).
- 1 Chamber in Brinkerhoff Ave. at 189th St., Complete, each, One thousand five hundred Dollars (\$1500.00).

Exhibit C-103 (continued).

- 1 Chamber in Brinkerhoff Ave., W. S. Farmers Boulevard, Complete, each One thousand five hundred Dollars (\$1500.00).
- 1 Chamber in Brinkerhoff Ave. at Farmers Boulevard, Complete, each, One thousand five hundred Dollars (\$1500.00).
- 10 1 Chamber in Brinkerhoff Ave. at 193rd St., Complete, each, One thousand five hundred Dollars (\$1500.00).
- 20 Manholes, Complete, each, Two hundred fifty Dollars (\$250).
- 280 vertical feet of Risers, per vertical foot, Six Dollars (\$6.00).
- 110 6" Spurs 24" long on Reinforced Concrete Pipe Sewer (Pre-cast Type "B"), each, One Dollar (\$1.00).
- 20 426 linear feet 6" Vitrified Pipe House Connection Drains, per linear foot, Two Dollars (\$2.00).
- 1,200 cubic feet of Grit, per cubic foot, One Dollar (\$1.00).
- 2,400 cubic feet of Grout, per cubic foot, One Dollar (\$1.00).

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 obligation 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 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

Exhibit C-103 (*continued*).

- 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.
- 10 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 will 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 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
- 20 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.
- 30

The following affidavit must be similarly signed and sworn to:

Each and every person bidding must sign here.

- 40 Riverdale Construction Co., Inc. [L. S.]  
2511 Grand Central Terminal, N. Y. C.  
Jos. J. Elkin, Pres.

Exhibit C-103 (*continued*).

The City and State of New York ss:

County of New York

10           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).

Jos. J. Elkin, Pres.

20           Subscribed and sworn to before me,  
this 13th day of July, 1926.

M. O'DONNELL,

Notary Public for Kings County No. 18

Certificate filed in New York County No. 162

30           Bronx No. 7, Queens No. 563, Richmond &  
& Winchester Counties

Kings County Register's Office No. 8017

New York County Register's Office No. 8118

Bronx County Register's Office No. 2826

40           My Commission Expires March 30, 1928

Exhibit C-104.

EXHIBIT C-104

*(Bid of Riverdale Construction Company on Brinkerhoff avenue  
from 180 street to 193 street, Type A).*

10

TYPE "A"

No. 1

THE CITY OF NEW YORK

20

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. ON JULY 14, 1926.

40 The time allowed for the completion of the work and the full performance of the contract is 150 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 (\$93,000.00).



Exhibit C-104 (*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.

20

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**BID OR ESTIMATE**

For the construction of a sanitary sewer and appurtenances in BRINKERHOFF AVENUE, from 180th Street to 193rd Street, Fourth Ward, Borough of Queens.

Made by the firm or corporation of Riverdale Const. Co., Inc.

30

Address 2511 Grand Central Terminal, 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.

40

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-104 (*continued*).

Name Jos. J. Elkin, Pres.

Address 2511 Grand Central Terminal, N. Y. C.

10 Name Wm Goldsmith, Treas.

Address 2511 Grand Central Terminal, N. Y. C.

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 therein 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  
30 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  
40 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

Exhibit C-104 (*continued*).

10 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 DEPARTMENT STANDARD

- 20 100 Linear Feet Interlocking Concrete Block Tunnel (Free Air), per linear foot, One hundred Dollars (\$100.00).
- 284 Linear Feet Interlocking Concrete Block Tunnel Sewer (Compressed Air), per linear foot, One hundred forty Dollars (\$140.00).
- 154 Linear Feet 4'-0" Reinforced Concrete Sewer, per linear foot, Ninety-two Dollars (\$92.00).
- 30 2,807 Linear Feet 3'-6" Concrete Sewer, per linear foot, One hundred nine Dollars (\$109.00).
- 1 Shaft (West end of Terminal), Complete, Three thousand Dollars (\$3000.00).
- 1 Transition Chamber (East end of Tunnel), Complete, Two thousand Dollars (\$2000.00).
- 1 Chamber in Brinkerhoff Ave. at 189th Street, Complete, One thousand five hundred Dollars (\$1500.00).
- 40 1 Chamber in Brinkerhoff Ave. W. S. of Farmers Blvd. Complete, One thousand five hundred Dollars (\$1500.00).
- 1 Chamber in Brinkerhoff Avenue at Farmers Blvd., Complete, One thousand five hundred Dollars (\$1500.00).

Exhibit C-104 (*continued*).

- 1 Chamber in Brinkerhoff Ave. at 193rd St., Complete, One thousand five hundred Dollars (\$1500.00).
- 20 Manholes, complete, each, Two hundred fifty Dollars (\$250.00)
- 10 280 Vertical Feet of Risers, Risers per Vertical foot, Six Dollars (\$6.00).
- 110 Six-inch Spurs 24-inches long on Concrete Sewer, each, Two Dollars (\$2.00).
- 426 Linear Feet 6-inch Vitrified Pipe House Connection Drains per linear foot, Two Dollars (\$2.00).
- 1,200 Cubic Feet of Grit, per cubic foot, One Dollars (\$1.00).
- 20 2,400 Cubic Feet of Grout, per cubic foot, One Dollar (\$1.00).

*(“To the above original Bid or Estimate is annexed a Blue Print forming part thereof, the reproduction of which the parties herein have consented to omit but do admit the said Blue Print forms part of the above exhibit.”)*

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 obligation 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 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

Exhibit C-104 (*continued*).

10 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 will 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 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 20 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.

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:

40 Each and every person bidding must sign here.

Riverdale Construction Co., Inc. [L. S.]

2511 Grand Central Terminal, N. Y. C.

Jos. J. Elkin, Pres.

Exhibit C-104 (*continued*).

The City and State of New York ss:

County of New York

10           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).

Jos. J. Elkin, Pres.

Subscribed and sworn to before me,  
this 13th day of July, 1926.

20

M. O'DONNELL,

Notary Public for Kings County No. 18

Certificate filed in New York County No. 162

Bronx No. 7, Queens No. 563, Richmond &

& Winchester Counties

30

Kings County Register's Office No. 8017

New York County Register's Office No. 8118

Bronx County Register's Office No. 2826

My Commission Expires March 30, 1928

40

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Exhibit C-106.

EXHIBIT C-106

(*Bid of Riverdale Construction Company on Farmers  
Boulevard from 109 street to Hollis avenue*).

10

TYPE "A"

No. 4

THE CITY OF NEW YORK

20

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. ON JULY 14, 1926.

40 The time allowed for the completion of the work and the full performance of the contract is 200 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.

Exhibit C-106 (*continued*).

The amount of SECURITY or surety bond required will be (\$60,000.00).

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.

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### BID OR ESTIMATE

30 For the construction of sanitary sewers and appurtenances to be used temporarily as combined sewers in FARMERS BOULEVARD, from 109th (Brinkerhoff) Avenue to Hollis Avenue; HOLLIS AVENUE, from Farmers Boulevard to 190th Street (Seminole Ave.); 190TH STREET, from Hollis Avenue to Woodhull Avenue; WOODHULL AVENUE, from 190th Street to 197th Street; 197TH STREET, from Woodhull Avenue to 90th Avenue; 90TH AVENUE, from 197th Street to 214th Street; Fourth Ward, Borough of Queens.

40 Made by the firm or corporation of Riverside Const. Co., Inc.  
Address 2511 Grand Central Terminal, N. Y. C.

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



Exhibit C-106 (*continued*).

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.

10 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 Jos. J. Elkin, Pres.

Address 2511 Grand Central Terminal, N. Y. C.

20 Name Wm. Goldsmith, Treas.

Address 2511 Grand Central Terminal, N. Y. C.

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 neces-

Exhibit C-106 (*continued*).

10 sary 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 DEPARTMENT STANDARD

- 30 2,208 Linear Feet 2'-3" Concrete Sewer, Per Linear Foot, Forty-seven Dollars (\$47.00).
- 891 Linear Feet 24-inch Vitrified Pipe, Per Linear Foot, Thirty-eight Dollars (\$38.00).
- 3,302 Linear Feet 22-inch Vitrified Pipe Sewer, Per Linear Foot, Twenty-two Dollars (\$22.00).
- 40 800 Linear Feet 15-inch Vitrified Pipe Sewer, Per Linear Foot, Five Dollars (\$5.00).
- 1,570 Linear Feet 12-inch Vitrified Pipe Sewer, Per Linear Foot, Five Dollars (\$5.00).
- 1,494 Linear Feet 10-inch Vitrified Pipe Sewer, Per Linear Foot, Three Dollars (\$3.00).

Exhibit C-106 (*continued*).

- 81 Manholes, Complete, Each, One hundred forty Dollars  
(\$140.00).
- 1 Chamber in Hollis Avenue at 99th Avenue, Complete, Four-  
teen hundred Dollars (\$1400.00).
- 10 1 Chamber in Hollis Avenue at 190th St., Complete, Fourteen  
hundred Dollars (\$1400.00).
- 1 Basin Manhole (Type #3), Complete, Two hundred Dollars  
(\$200.00).
- 30 Linear Feet 12-inch Vitrified Pipe, Basin Connection, Per  
Linear Foot, Three Dollars (\$3.00).
- 20 85 Six-inch Spurs 24-inches long on Concrete Sewer, Each, Two  
Dollars (\$2.00).
- 22 Six-inch Spurs on 24-inch Vitrified Pipe Sewer, Each, Five  
Dollars (\$5.00).
- 314 Six-inch Spurs on 22-inch Vitrified Pipe Sewer, Each, Five  
Dollars (\$5.00).
- 30 60-Six-inch Spurs on 15-inch Vitrified Pipe Sewer, Each, Five  
Dollars (\$5.00).
- 120 Six-inch Spurs on 12-inch Vitrified Pipe Sewer, Each, Two  
Dollars (\$2.00).
- 113 Six-inch Spurs on 10-inch Vitrified Pipe Sewer, Each, Two  
Dollars (\$2.00).
- 3,938 Linear Feet 6-inch Vitrified Pipe, House Connection  
Drains, Per Linear Fot, Two Dollars (\$2.00).
- 40 630 Vertical Feet Risers (Cast Iron Pipe Class "A"), Per Ver-  
tical Foot, Six Dollars (6.00).

NOTE.—The items for Basin Manholes and 12-inch Vi-  
trified Pipe, Basin Connections, are inserted in order to secure  
prices in the event that it will be necessary to build some of them.

Exhibit C-106 (*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, or contract awarded to, any person who is in arrears of 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, give the name of each and every partner in full.

Exhibit C-106 (*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

The following affidavit must be similarly signed and sworn to:

Each and every person bidding must sign here.

Riverdale Construction Co., Inc. [L. S.]

2511 Grand Central Terminal N. Y. C.

20

Jos. J. Elkin, Pres.

The City and State of New York ss:

County of New York

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.

JOS. J. ELKIN, Pres.

Signature(s) of Bidder().

Subscribed and sworn to before me,  
this 13th day of July, 1926.

40

M. O'DONNELL,

Notary Public for Kings County No. 13

Certificate filed in New York County No. 162

Bronx No. 7, Queens No. 563,

**Exhibit C-106 (continued).**

**Richmond & Westchester Counties**

**Kings County Register's Office No. 8017**

**New York County Register's Office No. 8118**

10

**Bronx County Register's Office No. 2826**

**My Commission Expires March 30, 1928**

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30

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Exhibit C-108.

EXHIBIT C-108

*(Bid of Riverdale Construction Company on Jamaica avenue  
from Cross Island Boulevard to Hollis Court).*

10

TYPE "A"

No. 3

THE CITY OF NEW YORK

20

Office of the

PRESIDENT OF THE BOROUGH OF QUEENS

---

BUREAU OF SEWERS

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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 14, 1926.

40 The time allowed for the completion of the work and the full performance of the contract is 200 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.

Exhibit C-108 (*continued*).

The amount of SECURITY or surety bond required will be (\$151,000.00).

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

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#### BID OR ESTIMATE

30 For the construction of a sanitary sewer and appurtenances to be used temporarily as a combined sewer in JAMAICA AVENUE, from Cross Island Blvd. to Hollis Court Blvd.; HOLLIS COURT BLVD. from Jamaica Ave. to 93rd Ave.; 93RD AVENUE from Hollis Court Blvd. to Winchester Blvd.; Fourth WARD, BOROUGH OF QUEENS.

Made by the firm or corporation of Riverdale Const. Co., Inc.

Address 2511 Grand Central Terminal, N. Y. C.

40 Name Jos. J. Elkin, Pres.

Address 2511 Grand Central Terminal, N. Y. C.

Name Wm. Goldsmith, Treas.

Address 2511 Grand Central Terminal, N. Y. C.



Exhibit C-108 (*continued*).

10 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 20 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 30 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 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-108 (*continued*).

TYPE "A" OR SEWER DEPT. STANDARD

- 10 4,276 Linear Feet 3'-0" Concrete Sewer, Per Linear Foot, Sixty-six Dollars (\$66.00).
- 1,611 Linear Feet 2'-6" Concrete Sewer, Per Linear Foot, Fifty-two Dollars (\$52.00).
- 896 Linear Feet 2'-3" Concrete Sewer, Per Linear Foot, Forty-one Dollars (\$41.00).
- 50 Manholes, Complete, Each, Two hundred twenty-five Dollars (\$225.00).
- 20 1 Chamber in Jamaica Ave. at Hollis Court Blvd., Complete, Thirteen hundred Dollars (\$1300.00).
- 1 Chamber in HHollis Court Blvd. at 93d Ave., Complete, thirteen hundred Dollars (\$1300.00).
- 1 Chamber in 93rd Ave. West of 212th St., Complete, Thirteen hundred Dollars (\$1300.00).
- 30 1 Chamber in 93rd Ave. East of 212th St., Complete, Thirteen hundred Dollars (\$1300.00).
- 1 Chamber in 93rd Ave. at 215th St., Complete, Thirteen hundred Dollars (\$1300.00).
- 1 Chamber in 93rd Ave. at 217th St., Complete, Thirteen hundred Dollars (\$1300.00).
- 40 1 Chamber in 93rd Ave. at Winchester Blvd., Complete, Thirteen hundred Dollars (\$1300.00).
- 955 Vertical Feet of 6-inch C. I. Pipe Class "A" Risers, Per Vertical Foot, Six Dollars (\$6.00).
- 228 Six-inch Spurs 24-inches long on Concrete Sewer, Each, Two Dollars (\$2.00).

Exhibit C-108 (*continued*).

2,954 Linear Feet 6-inch Vitrified Pipe, House Connection  
Drains, Per Linear Foot, Two Dollars (\$2.00).

1 Basin Manhole (Type #3), Complete, Two hundred Dollars  
(\$200.00).

10 30 Linear Feet 12-inch Vitrified Pipe, Basin Connection, Per  
Linear Foot, Four Dollars (\$4.00).

NOTE.—Items for Basin Manholes and 12-inch Vitrified  
Pipe Basin Connections are inserted in order to secure prices  
in the event that it will be necessary to build some of them.  
20 (*"To the above original Bid or Estimate is annexed a Blue Print  
forming part thereof, the reproduction of which the parties herein  
have consented to omit but do admit the said Blue Print forms  
part of the above exhibit."*)

No bid will be allowed to be withdrawn, for any reason  
whatever, after it has been received and deposited with the Pre-  
sident. 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  
30 to The City of New York.

No bid or proposal will be received, considered and de-  
posited unless, as a condition precedent to the reception or con-  
sideration 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 Comp-  
troller 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  
40 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 clerck of the Department who has charge of the pro-  
posal box, and who will give a proper voucher for the deposit,  
and no bid can be deposited in said box until such check or

Exhibit C-108 (*continued*).

10 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 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.

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

Each and every person bidding must sign here.

Riverdale Construction Co., Inc. [L. S.]

2511 Grand Central Terminal, N. Y. C.

Jos. J. Elkin, Pres.

40

The City and State of New York ss.:

County of New York

The above-named bidder(), being severally duly sworn,

Exhibit C-108 (*continued*).

say, each for himself, that the several matters stated in the above bid are in all respects true.

Signature(s) of Bidder(s)

10

JOS. J. ELKIN, Pres.

Subscribed and sworn to before me,  
this 13th day of July, 1926.

M. O'DONNELL,

Notary Public for Kings County No. 13

20

Certificate filed in New York County No. 162

Bronx No. 7, Queens No. 563,

Richmond & Westchester Counties

King County Register's Office No. 8017

New York County Register's Office No. 8118

30

Bronx County Register's Office No. 2826

My Commission Expires March 30, 1928

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Exhibit C-108 (*continued*).

Bids opened on July 14, 1926. Sureties \$60,000.00  
 Deposit \$3,000.00 Engineer's Estimate \$119,921.90 5/27/26  
 Time Allowed No. of Working Days 200

10

BIDDER	TOTAL AMOUNT
Riverdale Const. Co., Inc.	233,553.00
Jos. L. Sigretto Sons, Inc.	259,825.00
Angelo Paino	299,988.00
James Gallo	305,359.00
Necaro Co., Inc.	319,478.00
Awixa Corp.	327,226.00

20

BIDDER	UNIT PRICES
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30 2,208 Lin. Ft. 2'-3" R. C. P. Sewer (Precast Type "B")

Riverdale Const. Co., Inc	40.00
Jos. L. Sigrettão Sons, Inc.	50.00
Angelo Paino	60.00
James Gallo	45.00
Necaro Co., Inc.	65.00
Awixa Corp.	59.00

40

891 Lin. Ft. 24" R. C. P. Sewer (Precast Type "B")

Riverdale Const. Co., Inc	31.00
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Exhibit C-113 (continued).

	Jo. L. Sigretto Sons, Inc.	16.00
	Angelo Paino	40.00
	James Gallo	25.00
10	Necaro Co., Inc.	50.00
	Awixa Corp.	36.00

3,302 Lin Ft. 22" Vit. Pipe Sewer

	Riverdale Const. Co., Inc.	22.00
20	Jos. L. Sigretto Sons, Inc.	16.00
	Angelo Paino	19.00
	James Gallo	25.00
	Necaro Co., Inc.	14.00
	Awixa Corp.	25.00

30 800 Lin. Ft. 15" Vit. Pipe Sewer

	Riverdale Const. Co., Inc.	5.00
	Jos. L. Sigretto Sons, Inc.	10.00
	Angela Paino	10.00
	James Gallo	25.00
40	Necaro Co., Inc.	8.00
	Awixa Corp.	12.00



Exhibit C-113 (continued).

	1,570 Lin. Ft. 12" Vit. Pipe Sewer		
	Riverdale Const. Co., Inc.	5.00	
	Jos. L. Sigretto Sons, Inc.	7.00	
10	Angelo Paino	7.00	
	James Gallo	20.00	
	Necaro Co., Inc.	7.00	
	Awixa Corp.	8.00	
20	1,494 Lin. Ft. 10" Vit. Pipe Sewer		
	Riverdale Const. Co., Inc.	3.00	
	Jos. L. Sigretto Sons, Inc.	5.00	
	Angelo Paino	7.00	
	James Gallo	5.00	
30	Necaro Co., Inc.	7.00	
	Awixa Corp.	7.00	
	81 Manholes		
	Riverdale Const. Co., Inc.	140.00	
	Jo. L. Sigretto Sons, Inc.	100.00	
40	Angelo Paino	200.00	
	James Gallo	100.00	
	Necaro Co., Inc.	200.00	
	Awixa Corp.	300.00	

Exhibit C-113 (*continued*).

1 Chamber in Hollis Ave. at 99th Ave.

	Riverdale Const. Co., Inc.	1400.00
	Jos. L. Sigretto Sons, Inc.	5000.00
10	Angelo Paino	3000.00
	James Gallo	5000.00
	Necaro Co., Inc.	7500.00
	Awixa Corp.	3000.00

20 1 Chamber in Hollis Ave. at 190th St.

	Riverdale Const. Co., Inc.	1400.00
	Jos. L. Sigretto Sons, Inc.	5000.00
	Angelo Paino	3000.00
	James Gallo	5000.00
30	Necaro Co., Inc.	7500.00
	Awixa Corp.	3000.00

1 Basin Manhole (Type B)

	Riverdale Const. Co., Inc.	200.00
	Jos. L. Sigretto Sons, Inc.	500.00
40	Angelo Paino	200.00
	James Gallo	500.00
	Necaro Co., Inc.	30000
	Awixa Corp.	300.00

Exhibit C-113 (continued).

30 Lin. Ft. 13" V. P. Basin Conn.

	Riverdale Const. Co., Inc.	3.00
	Jos. L. Sigretto Sons, Inc.	7.00
10	Angelo Paino	3.00
	James Gallo	5.00
	Necaro Co., Inc.	3.00
	Awixa Corp.	5.00

20 107—6" Spurs 24" long on R. C. P. Sewer (Precast Type "B")

	Riverdale Const. Co., Inc.	2.00
	Jos. L. Sigretto Sons, Inc.	6.00
	Angelo Paino	1.00
	James Gallo	1.00
30	Necaro Co., Inc.	4.00
	Awixa Corp.	1.00

314—6" Spurs on 22" Vit. Pipe Sewer

	Riverdale Const. Co., Inc.	5.00
	Jos. L. Sigretto Sons, Inc.	30.00
40	Angelo Paino	5.50
	James Gallo	1.00
	Necaro Co., Inc.	2.00
	Awixa Corp.	5.00

Exhibit C-113 (*continued*).

60—6" Spurs on 15" Vit. Pipe Sewer

	Riverdale Const. Co., Inc.	5.00
10	Jos. L. Sigretto Sons, Inc.	20.00
	Angelo Paino	2.00
	James Gallo	1.00
	Necaro Co., Inc.	2.00
	Awixa Corp.	4.00

20  
120—6" Spurs on 12" Vit. Pipe Sewer

	Riverdale Const. Co., Inc.	2.00
	Jos. L. Sigretto Sons, Inc.	20.00
	Angelo Paino	2.00
	James Gallo	1.00
30	Necaro Co., Inc.	2.00
	Awixa Corp.	4.00

113—6" Spurs on 10" Vit. Pipe Sewer

	Riverdale Const. Co., Inc.	2.00
40	Jos. L. Sigretto Sons, Inc.	5.00
	Angelo Paino	1.00
	James Gallo	1.00
	Necaro Co., Inc.	2.00
	Awixa Corp.	3.00

Exhibit C-113 (continued).

3,938 Lin. Ft. 6" V. P. HoHuse Conn. Drains

	Riverdale Const. Co., Inc.	2.00
	Jos. L. Sigretto Sons, Inc.	5.00
10	Angelo Paino	2.50
	James Gallo	5.00
	Necaro Co., Inc.	5.00

630 Vt. Ft. Risers (C. I. Pipe Class "A")

20	Riverdale Const. Co., Inc.	6.00
	Jos. L. Sigretto Sons, Inc.	5.00
	Angelo Paino	8.00
	Necaro Co., Inc.	7.00
	James Gallo	5.00
30	Awixa Corp.	7.00

Exhibit C-114.

EXHIBIT C-114

*(Summary of Proposals of Riverdale Construction Company  
on Jamaica avenue).*

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PRESIDENT OF THE BOROUGH OF QUEENS

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BUREAU OF SEWERS

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SUMMARY OF PROPOSALS

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TYPE "B"

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30

No. 3

Lowest Bidder Riverdale Construction Co., Inc.

40 For the construction of a sanitary sewer and appurtenances to  
be used temporarily as a combined sewer in JAMAICA AVE.  
fr. Cross Island Blvd. to Hollis Court Blvd.; HOLLIS COURT  
BLVD. fr. Jamaica Ave. to 93rd Ave.; 93RD AVE. fr. Hollis  
Court Blvd. to Winchester Blvd.; 4th Ward, Borough of Queens.

Bids opened on July 14, 1926

Sureties \$151,000.00

Deposit \$7,550.00

Engineer's Estimate \$230,914.50 5/25/26

Time Allowed No. of Working Days 200

Exhibit C-114 (continued).

	BIDDER	TOTAL AMOUNT
	Riverdale Const. Co., Inc.	399,089.00
10	Jos. L. Sigretto Sons, Inc.	414,663.18
	Awixa Corp.	514,452.00
	Angelo Paino	530,340.00
	Necaro Co., Inc.	554,615.00
	BIDDER	UNIT PRICES
20		
	4,276 Lin. Ft. 3'-0" Reinf. Conc. Pipe Sewer (Precast Type "B")	
	Riverdale Const. Co., Inc.	60.00
	Jos. L. Sigretto Sons, Inc.	54.26
	Awixa Corp.	70.00
30	Angelo Paino	70.00
	Necaro Co., Inc.	75.00
	1,611 Lin. Ft. 2'-6" Reinf. Conc. Pipe Sewer (Precast Type "B")	
	Riverdale Const. Co., Inc.	47.00
40	Jos. L. Sigretto Sons, Inc.	54.66
	Awixa Corp.	68.00
	Angelo Paino	70.00
	Necaro Co., Inc.	65.00

Exhibit C-114 (*continued*).

896 Lin. Ft. 2'-3" Reinf. Conc. Pipe Sewer (Precast Type "B")

	Riverdale Const. Co., Inc.	38.00
	Jos. L. Sigretto Sons, Inc.	52.96
10	Awixa Corp.	64.00
	Angelo Paino	55.00
	Necaro Co., Inc.	60.00

50 Manholes

20	Riverdale Const. Co., Inc.	225.00
	Jos. L. Sigretto Sons, Inc.	307.00
	Awixa Corp.	300.00
	Angelo Paino	300.00
	Necaro Co., Inc.	200.00

30 1 Chamber in Jamaica Av. at Hollis Ct. Blvd.

	Riverdale Const. Co., Inc.	1300.00
	Jos. L. Sigretto Sons, Inc.	1550.00
	Awixa Corp.	2000.00
	Angelo Paino	5000.00
40	Necaro Co., Inc.	7500.00

1 Chamber in Hollis Court Blvd. at 93rd Ave.

	Riverdale Const. Co., Inc.	1300.00
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Exhibit C-114 (continued).

	Jos. L. Sigretto Sons, Inc.	1330.00
	Awixa Corp.	2000.00
	Angelo Paino	5000.00
10	Necaro Co., Inc.	7500.00

1 Chamber in 93rd Ave. W. of 212th St.

	Riverdale Const. Co., Inc.	1300.00
	Jos. L. Sigretto Sons, Inc.	1160.00
20	Awixa Corp.	2000.00
	Angelo Paino	5000.00
	Necaro Co., Inc.	7500.00

1 Chamber in 93rd Ave. E. of 212th St.

	Riverdale Const. Co., Inc.	1300.00
30	Js. L. Sigretto Sons, Inc.	1160.00
	Awixa Corp.	2000.00
	Angelo Paino	5000.00
	Necaro Co., Inc.	7500.00

40 1 chamber in 93rd Ave. at 215th St.

	Riverdale Const. Co., Inc.	1300.00
	Jos. L. Sigretto Sons, Inc.	1530.00
	Awixa Corp.	2000.00

Exhibit C-114 (continued).

	Angelo Paino	5000.00
	Necaro Co., Inc.	7500.00
10	1 Chamber in 93rd Ave. at 217th St.	
	Riverdale Const. Co., Inc.	1300.00
	Jos. L. Sigretto Sons, Co., Inc.	1490.00
	Awixa Corp.	2000.00
	Angelo Paino	5000.00
20	Necaro Co., Inc.	7500.00
	1 Chamber in 93rd Ave. at Winchester Blvd.	
	Riverdale Const. Co., Inc.	1300.00
	Jos. L. Sigretto Sons, Inc.	1250.00
	Awixa Corp.	2000.00
30	Angelo Paino	5000.00
	Necaro Co., Inc.	7500.00
	955 Vt. Ft. 6" C. I. Pipe, Class "A", Risers	
	Riverdale Const. Co., Inc	6.00
40	Jos. L. Sigrette Sons, Inc.	8.80
	Awixa Corp.	10.00
	Angelo Paino	10.00
	Necaro Co., Inc.	6.00

Exhibit C-114 (continued).

228—6" Spurs 24" long on R. C. P. Sewer (Precast Type "B")

	Riverdale Const. Co., Inc.	2.00
	Jos. L. Sigretto Sons, Inc.	6.00
10	Awixa Corp.	1.00
	Angelo Paino	1.00
	Necaro Co., Inc.	4.00

2,954 Lin. Ft. 6" V. P. House Conn. Drains

20	Riverdale Const. Co., Inc.	2.00
	Jos. L. Sigretto Sons, Inc.	4.00
	Awixa Corp.	3.00
	Angelo Paino	3.00
	Necaro Co., Inc.	2.00

30 1 Basin Manhole (Type B)

	Riverdale Const. Co., Inc.	200.00
	Jos. L. Sigretto Sons, Inc.	500.00
	Awixa Corp.	300.00
	Angelo Paino	300.00
40	Necaro Co., Inc.	300.00

30 Lin. Ft. 12" V. P. Basin Conn.

	Riverdale Const. Co., Inc.	4.00
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Exhibit C-114 (*continued*).

	Jos. L. Sigretto Sons, Inc.	7.00
	Awixa Corp.	10.00
	Angelo Paino	1.00
10	Necaro Co., Inc.	3.00

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30

40



Exhibit C-115.

	BIDDER	TOTAL AMOUNT
	Riverdale Const. Co., Inc.	377,372.00
	Angelo Paino	485,138.00
10	Jos. L. Sigretto Sons, Inc.	487,045.00
	Dominick Bonacci	538,258.00
	Awixa Corp.	551,187.00
	Necaro Co., Inc.	555,014.00
20	2,801 Lin. Ft. 3'-6" R. C. P. Sewer (Precast Type "B")	
	Riverdale Const. Co., Inc.	70.00
	Angelo Paino	70.00
	Jos. L. Sigretto Sons, Inc.	77.00
	Dominick Bonacci	85.00
30	Awixa Corp.	92.00
	Necaro Co., Inc.	85.00
	2,839 Lin. Ft. 3'-0" R. C. P. Sewer (Precast Type "B")	
	Riverdale Const. Cor., Inc.	55.00
	Angelo Paino	75.00
40	Jos. L. Sigretto Sons, Inc.	72.00
	Dominick Bonacci	85.00
	Awixa Corp.	88.00
	Necaro Co., Inc.	75.00

Exhibit C-115 (continued).

35 Manholes

	Riverdale Const. Co., Inc.	195.00
	Angelo Paino	.. 300.00
10	Jos. L. Sigretto Sons, Inc.	325.00
	Dominick Bonacci	300.00
	Awixa Corp.	400.00
	Necaro Co., Inc.	... .. 200.00

20 1 Chamber in Hollis Ave at 196th St.

	Riverdale Cont. Co., Inc.	1200.00
	Angelo Paino	5000.00
	Jos. L. Sigretto Sons, Inc.	4000.00
	Dminick Bonacci	3500.00
30	Awixa Corp.	2000.00
	Necaro Co., Inc.	7500.00

1 Chamber in Hollis Ave. S. S. at 198th St.

	Riverdale Const. Co., Inc.	1200.00
	Angelo Paino	5000.00
40	Jos. L. Sigretto Sons, Inc.	4100.00
	Dminick Bonacci	3500.00
	Awixa Corp.	2000.00
	Necaro Co., Inc.	7500.00

Exhibit C-115 (continued).

	1 Chamber Hollis Ave. N. S. at 198th St.		
		Riverdale Const. Co., Inc.	1200.00
		Angelo Paino	5000.00
10		Jos. L. Sigretto Sons, Inc.	3900.00
		Dminick Bonacci	3500.00
		Awixa Corp.	2000.00
		Necaro Co., Inc.	7500.00
20	1 Chamber in 198th St. at 109th Ave.		
		Riverdale Const. Co., Inc.	1200.00
		Angelo Paino	5000.00
		Jos. L. Sigretto Sons, Inc.	3700.00
		Dminick Bonacci	3500.00
30		Awixa Corp.	2000.00
		Necaro Co., Inc.	7500.00
	1 Chamber in 109th Ave. at 200th St.		
		Riverdale Const. Co., Inc.	1200.00
		Angelo Paino	5000.00
40		Jos. L. Sigretto Sonsn, Inc.	4500.00
		Dminick Bonacci	3500.00
		Awixa Corp.	2000.00
		Necaro Co., Inc.	7500.00



Exhibit C-115 (continued).

	1 Chamber in 200th St. at 104th Ave.		
		Riverdale Const. Co., Inc.	1200.00
		Angelo Paino	5000.00
10		Jos. L. Sigretto Sons, Inc.	4100.00
		Dminick Bonacci	3500.00
		Awixa Corp.	2000.00
		Necaro Co., Inc.	7500.00
20	1 Chamber in 104th Ave. at 202nd St.		
		Riverdale Const. Co., Inc.	1200.00
		Angelo Paino	5000.00
		Jos. L. Sigretto Sons, Inc.	3900.00
		Dminick Bonacci	3500.00
30		Awixa Corp.	2000.00
		Necaro Co., Inc.	7500.00
	1 Chamber in 202nd St. at 100th Ave.		
		Riverdale Const. Co., Inc.	1200.00
		Angelo Paino	5000.00
40		Jos. L. Sigretto Sons, Inc.	3800.00
		Dminick Bonacci	3500.00
		Awixa Corp.	2000.00
		Necaro Co., Inc.	7500.00

Exhibit C-115 (*continued*).

1 Chamber in 100th Ave. at 205th St.

	Riverdale Const. Co., Inc.	1200.00
	Angelo Paino	5000.00
10	Jos. L. Sigretto Sons, Inc.	4200.00
	Dminick Bonacci	3500.00
	Awixa Corp.	2000.00
	Necaro Co., Inc.	7500.00

20 1 Chamber in 205th St. at 99th Ave.

	Riverdale Const. Co., Inc.	1200.00
	Angelo Paino	5000.00
	Jos. L. Sigretto Sons, Inc.	3600.00
	Dminick Bonacci	3500.00
30	Awixa Corp.	2000.00
	Necaro Co., Inc.	7500.00

1 Chamber in 99th Ave. at Cross Island Blvd.

	Riverdale Const. Co., Inc.	1200.00
	Angelo Paino	5000.00
40	Jos. L. Sigretto Sons, Inc.	4000.00
	Dminick Bonacci	3500.00
	Awixa Corp.	2000.00
	Necaro Co., Inc.	7500.00

Exhibit C-115 (continued).

1 Chamber in Cross Island Blvd. at Jamaica Ave.

	Riverdale Const. Co., Inc.	1200.00
	Angelo Paino	5000.00
10	Jos. L. Sigretto Sons, Inc.	3900.00
	Dminick Bonacci	3500.00
	Awixa Corp.	2000.00
	Necaro Co., Inc.	7500.00

20 247 Vt. Ft. 6" C. I. P., Class "A", Risers

	Riverdale Const. Co., Inc.	6.00
	Angelo Paino	10.00
	Jos. L. Sigretto Sons, Inc.	9.00
	Dominick Bonacci	12.00
30	Awixa Corp.	10.00
	Necaro Co., Inc.	6.00

221—6" Spurs 24" long on R. C. P. Sewer (Precast Type "B")

	Riverdale Const. Co., Inc.	2.00
	Angelo Paino	1.00
40	Jos. L. Sigretto Sons, Inc.	6.00
	Dominick Bonacci	2.00
	Awixa Corp.	1.00
	Necaro Cor., Inc.	4.00

Exhibit C-115 (continued).

874 Lin. Ft. 6" V. P. House Conn. Drains

	Riverdale Const. Co., Inc.	2.00
	Angelo Paino	3.00
10	Jos. L. Sigretto Sons, Inc.	4.00
	Dominick Bonacci	3.00
	Awixa Corp.	3.00
	Necaro Co., Inc.	2.00

20 1 Basin Manhole (Type B)

	Riverdale Const. Co., Inc.	200.00
	Angelo Paino	300.00
	Jos. L. Sigretto Sons, Inc.	600.00
	Dominick Bonacci	300.00
30	Awixa Corp.	200.00
	Necaro Co., Inc.	300.00

30 Lin. Ft. 12" V. P. Basin Conn.

	Riverdale Const. Co., Inc.	2.00
	Angelo Paino	1.00
40	Jos. L. Sigretto Sons, Inc.	8.00
	Dominick Bonacci	1.00
	Awixa Corp.	5.00
	Necaro Co., Inc.	3.00

Exhibit C-119.

EXHIBIT C-119

*(Bid of Riverdale Construction Company re: Long street.  
Contract No. 1).*

10 No. 19

THE CITY OF NEW YORK

Office of the

PRESIDENT OF THE BOROUGH OF QUEENS

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BUREAU OF SEWERS.

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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, Long Island City, Borough of Queens, in The City of New York, until 11 o'clock a. m. ON JUL 14, 1926.

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

40 The liquidated damages for each day in excess of the allowed time, as stipulated in the contract, is 50 dollars per day.

The amount of SECURITY or surety bond required will be (\$360,000.00).

Exhibit C-119 (*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.

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BID OR ESTIMATE

20 For the construction of a storm sewer and appurtenances of one-third ultimate capacity in:

LONG STREET from Baislev Boulevard to Foch Boulevard  
157TH STREET from Foch Boulevard to 114th Ave.,  
114TH AVENUE from 157th St. to 155th St.,  
155TH STREET from 114th Ave. to 107th Ave.,  
107TH AVENUE from 155th St. to 153rd St.

30 153RD STREET from 107th Ave. to South Road,  
TUCKERTON STREET from South Road to Liberty Ave.,  
4th Ward, Borough of Queens

CONTRACT NO. 1

includes sewer and appurtenances in:  
LONG STREET from Baislev Blvd. to Foch Blvd.  
157TH STREET from Foch Blvd. to 114th Ave.

40 Made by the firm or corporation of Riverdale Const. Co., Inc.

Address 2511 Grand Central Terminal, N. Y. C.

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

Exhibit C-119 (*continued*).

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.

- 10) 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 J. J. Elkin, Pres.

Address 2511 Grand Central Terminal, N. Y. C.

Name Wm. Goldsmith, Treas.

- 20) Address 2511 Grand Central Terminal, N. Y. C.

- 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
- 40) 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:

Exhibit C-119 (*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.

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 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

40



Exhibit C-119 (*continued*).

10 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.

20 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:

30 Each and every person bidding must sign here.  
Riverdale Construction Co., Inc [L. S.]  
2511 Grand Central Terminal, N. Y. C.  
J. J. ELKIN, Pres.

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

40 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).

J. J. ELKIN, Pres.

Subscribed and sworn to before me,

this 13th day of July, 1926.  
M. O'DONNELL,

Exhibit C-119 (*continued*).

10                   Notary Public for Kings County No. 13  
                      Certificate filed in New York County No. 162  
                      Bronx No. 7, Queens No. 568,  
                      Richmond & Westchester Counties  
                      Kings County Register's Office No. 8017  
                      Bronx County Register's Office No( 2826  
                      New York County Register's Office No. 8118  
                      My Commission Expires March 30, 1928

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Exhibit C-119 (*continued*).

No. 20

THE CITY OF NEW YORK

10

Office of the  
PRESIDENT OF THE BOROUGH OF QUEENS

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BUREAU OF SEWERS.

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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, Long Island City, Borough of Queens, in The City of New York, until 11 o'clock a. m. ON JUL 14, 1926.

30

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

The liquidated damages for each day in excess of the allowed time, as stipulated in the contract, is 50 dollars per day.

The amount of SECURITY or surety bond required will be (\$216,000.00).

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

Exhibit C-119 (*continued*).

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.

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BID OR ESTIMATE

CONTRACT NO. 2

20 For the construction of a storm sewer and appurtenances of one-third ultimate capacity in LONG STREET from Baisley Blvd. to Foch Blvd.; 157TH STREET from Foch Blvd. to 114th Ave.; a storm sewer of one-half ultimate capacity in 114TH AVENUE from 157th St. to 155th St.; 155TH STREET from 114th Ave. to 107th Ave.; 107TH AVENUE from 155th St. to 153rd St.; 153RD STREET from 107th Ave. to South Road; TUCKERTON STREET from South Road to Liberty Ave., Fourth Ward, Borough of Queens.

30

CONTRACT NO. 2

includes sewer and appurtenances in  
114TH AVENUE from 157th St. to 155th St.;  
155TH STREET from 114th Ave. to 108th Ave.

40 Made by the firm or corporation of Riverdale Const. Co., Inc.

Address 2511 Grand Central Terminal, N. Y. C.

Exhibit C-119 (*continued*).

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

10

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 herebelow, together with the name, address and title of the principal officers of the corporation.

20

Name J. J. Elkin, Pres.

Address 2511 Grand Central Terminal, N. Y. C.

Name Wm. Goldsmith, Treas.

Address 2511 Grand Central Terminal, N. Y. C.

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  
40 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

Exhibit C-119 (continued).

10 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:

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.

30

483 Linear Feet 12'-0" Reinforced Concrete Sewer, Per Linear Foot, One hundred seventeen Dollars (\$117.00).

2,842 Linear Feet 11'-0" x 9'-0" Reinforced Concrete Sewer, Per Linear Foot, Ninety-nine Dollars (\$99.00).

40 17 Linear Feet 3'-6" Reinforced Concrete Pipe Sewer, Precast Type "B", Per Linear Foot, Twenty-five Dollars (\$25.00).

24 Linear Feet 3'-3" Reinforced Concrete Pipe Sewer, Precast Type "B", Per Linear Foot, Twenty-five Dollars (\$25.00).

30 Linear Feet 3'-0" Reinforced Concrete Pipe Sewer, Precast Type "B", Per Linear Foot, Twenty-five Dollars (\$25.00).

Exhibit C-119 (*continued*).

- 30 Linear Feet 18" C. . Pipe (Class "A") Sewer, Per Linear Foot, Fifteen Dollars (\$15.00).
- 8 Linear Feet 16" C. I. Pipe (Class "A") Sewer, Per Linear Foot, Thirteen Dollars (\$13.00).
- 10 43 Linear Feet 12" C. I. Pipe (Class "A") Sewer, Per Linear Foot, Ten Dollars (\$10.00).
- 35 Linear Feet 10" C. I. Pipe (Class "A") Sewer, Per Linear Foot, Eight Dollars (\$8.00).
- 36 Linear Feet 8" C. I. Pipe (Class "A") Sewer, Per Linear Foot, Six Dollars (\$6.00).
- 20 20 Manholes, Complete, Each, Three hundred Dollars (\$300.00).
- 1 Chamber in 114th Ave. at 155th St., Complete, Twelve thousand Dollars (\$12000.00).
- 1 Chamber in 155th St. at 109th Ave., Complete, Twelve thousand Dollars (\$12000.00).
- 1 Chamber in 155th St. at 108th Ave., Complete, Twelve thousand Dollars (\$12000.00).
- 30 160 Six-inch C. I. (Class "A") Spurs 24" long on Concrete Sewer, Each Two Dollars (\$2.00).
- 128 Linear Feet 6" C. I. Pipe (Class "A") House Connection Leaders, Per Linear Foot, Three Dollars (\$3.00).
- 28,700 Cu. Yds. Fill to Established Grade, Per Cub. Yd., One and 50 Dollar (\$1.50).
- 40 56 Linear Feet Double Barrell 16" C. I. Pipe (Class "A") Culvert, Per Linear Foot, Thirty Dollars (\$30.00).
- 100 Cq. Yds. Hand Paved Rip-Rap 18" to 24" deep (slope pavement), Per Sq. Yd., five Dollars (\$5.00).
- 5,000 Linear Feet Timber Feincing, Per Linear Foot, One and 50 Dollar (\$1.50).

Exhibit C-119 (*continued*).

2—16" Gibby Tide Gates, Complete, Each, One hundred fifty Dollars (\$150.00).

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  
30 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  
40 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-119 (*continued*).

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.

Riverdale Construction Co., Inc [L. S.]  
2511 Grand Central Terminal, N. Y. C.  
J. J. ELKIN, Pres.

30 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.

40 Signature(s) of Bidder(s).  
J. J. ELKIN, Pres.

Subscribed and sworn to before me,  
this 13th day of July, 1926.

**Exhibit C-119 (continued).**

**M. O'DONNELL,**

**Notary Public for Kings County No. 13**

**Certificate filed in New York County No. 162**

10

**Bronx No. 7, Queens No. 568,**

**Richmond & Westchester Counties**

**Kings County Register's Office No. 8017**

**New York County Register's Office No. 8118**

**Bronx County Register's Office No( 2826**

20

**My Commission Expires March 30, 1928**

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Exhibit C-119 (*continued*).

No. 21

THE CITY OF NEW YORK

10

Office of the

PRESIDENT OF THE BOROUGH OF QUEENS

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BUREAU OF SEWERS

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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, Long Island City, Borough of Queens, in The City of New York, until 11 o'clock a. m. ON JUL 14, 1926.

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

The liquidated damages for each day in excess of the allowed time, as stipulated in the contract, is 50 dollars per day.

The amount of SECURITY or surety bond required will be (\$150,000.00).

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

Exhibit C-119 (*continued*).

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.

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BID OR ESTIMATE

CONTRACT NO. 3

20 For the construction of a storm sewer and appurtenances of one-third ultimate capacity in:

LONG STREET from Baisley Boulevard to Foch Boulevard,  
157TH STREET from Foch Boulevard to 114th Ave., a storm  
sewer of one-half ultimate capacity in:

114TH AVENUE from 157th St. to 155th St.

155TH STREET from 114th Ave. to 107th Ave.

107TH AVENUE from 155th St. to 153rd St.

153RD STREET from 107th Ave. to South Road

30 TUCKERTON STREET from South Road to Liberty Ave.,  
4th Ward, Borough of Queens.

CONTRACT NO. 3

includes sewer and appurtenances in:

155TH STREET from 108th Ave. to 107th Ave.

40 107TH AVENUE from 155th St. to 153rd St.

153RD STREET from 107th Ave. to South Road

TUCKERTON STREET from South Road to Liberty Ave.

Made by the firm or corporation of Riverdale Const. Co., Inc.  
Address 2511 Grand Central Terminal, N. Y. C.

NAME AND ADDRESS OF EACH AND EVERY MEMBER

Exhibit C-119 (*continued*).

OF THE FIRM OR PRINCIPAL OFFICERS  
OF THE CORPORATION.

10       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 herebelow, together with the name, address and title of the principal officers of the corporation.

20   Name J. J. Elkin, Pres.

Address 2511 Grand Central Terminal, N. Y. C.

Name Wm. Goldsmith, Treas.

Address 2511 Grand Central Terminal, N. Y. C.

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  
40   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

Exhibit C-119 (continued).

10 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:

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.

30 2 340 linear feet 8'-6" x 9'-0" Reinforced Concrete Sewer, per linear foot, One hundred nine Dollars (\$109.00).

30 linear feet 18" C. I. Pipe (Class "A") Sewer, per linear foot, Twenty Dollars (\$20.00).

8 linear feet 16" C. I. Pipe (Class "A") Sewer, per linear foot, Fifteen Dollars (\$15.00).

40 43 linear feet 12" C. I. Pipe (Class "A") Sewer, per linear foot, Ten Dollars (\$10.00).

35 linear feet 10" C. I. Pipe (Class "A") Sewer, per linear foot, Ten Dollars (\$10.00).

36 linear feet 8" C. I. Pipe (Class "A") Sewer, per linear foot, Ten Dollars (\$10.00).

Exhibit C-119 (*continued*).

- 10 Manholes, complete, each, Four hundred Dollars (\$400.00).
- 1 Chamber in 155th St. at 107th Ave., complete, each, Twelve Thousand Dollars (\$12000.00).
- 10 1 Chamber in 107th Ave. at 153rd St., complete, each, Twelve Thousand Dollars (\$12000.00).
- 6 Basin Manholes #3, complete, each, Two hundred Dollars (\$200.00).
- 1 Inlet #3, complete, each, One hundred Dollars (\$100.00).
- 72 linear feet 12" Vitrified Pipe, Basin Connection, per linear foot, Four Dollars (\$4.00).
- 20 20 linear feet 10" Vitrified Pipe, Basin Connection, per linear foot, Two Dollars (\$2.00).
- 173 Six-inch C. I. (Class "A") Spurs 24" long on Concrete Sewer, each, Three Dollars (\$3.00).
- 368 linear feet 6" C. I. Pipe (Class "A") Leaders, per linear foot, Three Dollars (\$3.00).
- 30 935 cubic yards Cut to Established Grade, per cubic yard, One Dollar (\$1.00).
- 12,270 cubic yards Fill to Established Grade, per cubic yard, One and 50 Dollar (\$1.00).
- 2,500 linear feet Timber Fencing, per linear foot, One and 50 Dollar (\$5.10).
- 40 100 linear feet 24" Reinforced Concrete Pipe Sewer, precast Type "B", per linear foot, Twenty-five Dollars (\$25.00).

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 bid

Exhibit C-119 (continued).

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 de-  
posited unless, as a condition precedent to the reception or con-  
sideration 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 Comp-  
troller 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  
20 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 pro-  
posal 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  
30 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 ade-  
quacy 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 liquid-  
ated damages for such neglect or refusal: but if he shall execute  
the contract and furnish the said security within the time afore-  
said, 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, give the name of each and  
every partner in full.

In case a bid shall be submitted by or in behalf of a cor-  
poration, it must be signed in the full legal name of such cor-  
poration by some authorized officer or agent thereof, who shall



Exhibit C-119 (*continued*).

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:

10

Each and every person bidding must sign here.

Riverdale Construction Co., Inc [L. S.]

2511 Grand Central Terminal, N. Y. C.

J. J. ELKIN, Pres.

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.

30

Signature(s) of Bidder(s).

J. J. ELKIN, Pres.

Subscribed and sworn to before me,

this 13th day of July, 1926.

40

M. O'DONNELL,

Notary Public for Kings County No. 13

Certificate filed in New York County No. 162

**Exhibit C-119 (continued).**

10                    **Bronx No. 7, Queens No. 568,**  
                      **Richmond & Westchester Counties**  
                      **Kings County Register's Office No. 8017**  
                      **New York County Register's Office No. 8118**  
                      **Bronx County Register's Office No( 2826**  
                      **My Commission Expires March 30, 1928**

20

---

30

40

Exhibit C-120.

EXHIBIT C-120

(*Letter from Maurice E. Connolly to Jos. Elkin, July 15, 1926*).

10

July 15, 1926.

Riverdale Construction Company, Inc.,  
No. 2511 Grand Central Terminal,  
New York City.

20

Dear Sirs:—

In connection with your bids opened in this Office on  
July 14, 1926;—

30

“For the construction of a sanitary sewer and appurtenances to be used temporarily as a combined sewer in BRINKERHOFF AVENUE from 193rd St. to Hollis Ave., etc., etc.”

“For the construction of a sanitary sewer and appurtenances to be used temporarily as a combined sewer in JAMAICA AVENUE from Cross Bay Boulevard to Hollis Court Boulevard, etc.”

40

“For the construction of sanitary sewers and appurtenance to be used temporarily as a combined sewers in FARMERS BOULEVARD from 109th (Brinkerhoff) Ave. to Hollis Ave., etc.”

you are directed to furnish to this Office, as soon as possible the following informations;—

Exhibit C-120. (*continued*).

1. The amount of money you have to do this work?
2. The amount and kind of equipment that you propose to use?
3. The number of men to be employed by you to complete the  
work within the contract time?

10

The above information is desired from all contractors doing work for the Office of the President of the Borough of Queens for the first time and should be in the form of a sworn statement.

Yours very truly,

20

MAURICE E. CONNOLLY,

President of the Borough of Queens.

JJR-PJH

30

---

40

Exhibit C-166.

EXHIBIT C-166

10 (Seven (7) cheques from the Comptroller of The City of New York, to Riverdale Construction Company, Inc. The first 4, dated July 22, 1926, and the last 3, dated August 5th, 1926).

7 COMPTROLERS CHECKS TO RIVERDALE CONST. CO, INC. ENDORSED BY ALBERT DECKER.

Voucher Check for Repayment of Security Deposits

CHARLES W. BERRY

20

Comptroller of The City of New York

No. B4691

New York, N. Y., JUL 22 1926

EMPIRE TRUST COMPANY

11 Long Island City, N. Y.

30 Pay Exactly Forty Six Hundred Fifty Dollars

To the Order of Riverdale Const. Co., Inc.

Adresse.....

Security Deposit Clerk Deputy Comptroller

If not correct, return promptly to the Comptroller

40 Accepted subject to condition specified hereon

Payment will be refused if this Voucher Check is mutilated, or if alterations or erasures are made thereon

23 B-2149-26-B

(C. E.)

Exhibit C-166 (*continued*).

The endorsement of payee on back will constitute a receipt in full for the deposit (or deposits) mentioned below.

Opening date 7/14/26

10 Department President Borough of Queens

Amount 4650

I hereby certify that the amounts stated above were received as indicated hereon and are payable in accordance with departmental advice.

.....

20 for Acting Auditor of Receipts

(Back of Cheque)

Riverdale Const. Co. Inc.  
J. J. ELKIN, Pres.

30 Muccini & Decker  
ALBERT DECKER

Received Payment Through  
Federal Reserve Bank  
New York, N. Y.  
Prior Endorsements guaranteed  
JUL 28 1926  
Bank of the Manhattan Co.  
1-2 Jamaica, N. Y. 1-2  
W. A. Rush, Cashier

40

---

Exhibit C-166 (continued).

Voucher Check for Repayment of Security Deposits  
CHARLES W. BERRY  
Comptroller of The City of New York

No. B-46939

New York, N. Y., JUL 22 1926

10

EMPIRE TRUST COMPANY  
11 Long Island City, N. Y.

Pay Exactly Seventy Five Hundred Dollars

To the Order of Riverdale Const. Co., Inc.

Address 2511 G. C. T.

20

.....

Security Deposit Clerk

Deputy Comptroller

If not correct, return promptly to the Comptroller  
Accepted subject to condition specified hereon  
Payment will be refused if this Voucher Check is mutilated, or  
if alterations or erasures are made thereon

23 B-2149-26-B

(C. E.)

30

The endorsement of payee on back will constitute a receipt in  
full for the deposit (or deposits) mentioned below.

Opening date 7/14/26

Department President Borough of Queens

Amount 7500

40 I hereby certify that the amounts stated above were received as  
indicated hereon and are payable in accordance with de-  
partmental advice.

.....

for Acting Auditor of Receipts

**Exhibit C-166 (continued).**

(Back of Cheque)

Riverdale Const. Co. Inc.

10

J. J. ELKIN, Pres.

Muccini & Decker

ALBERT DECKER

Received Payment Through

20

Federal Reserve Bank

New York, N. Y.

Prior Endorsements guaranteed

JUL 28 1926

Bank of the Manhattan Co.

30

1-2 Jamaica, N. Y. 1-2

W. A. Rush, Cashier

40

---



Exhibit C-166 (continued).

Voucher Check for Repayment of Security Deposits  
CHARLES W. BERRY  
Comptroller of The City of New York

No. B-47926

New York, N. Y., AUG 5 1926

10

EMPIRE TRUST COMPANY  
11 Long Island City, N. Y.

Pay Exactly Seven Thousand Five Hundred Fifty Dollars

To the Order of Riverdale Const. Co., Inc.

Adresse.....

20

WILLIAM H. MURPHY .....

Security Deposit Clerk

Deputy Comptroller

If not correct, return promptly to the Comptroller  
Accepted subject to condition specified hereon  
Payment will be refused if this Voucher Check is mutilated, or  
if alterations or erasures are made thereon

30

23 B-2149-26-B

(C. E.)

The endorsement of payee on back will constitute a receipt in  
full for the deposit (or deposits) mentioned below.

Opening date 7/14/26

Department President Borough of Queens

40

Amount 7550

I hereby certify that the amounts stated above were received as  
indicated hereon and are payable in accordance with de-  
partmental advice.

.....

for Auditor of Receipts

Exhibit C-166 (*continued*).

(Back of Cheque)

Riverdale Const. Co. Inc.

10

J. J. ELKIN, Pres.

ALBERT DECKER

Received Payment Through

Federal Reserve Bank

20

New York

Prior Endorsements guaranteed

AUG 6 1926

Bank of the Manhattan Co.

1-2 New York 1-2

30

W. A. Rush, Cashier

---

40

Exhibit C-166 (continued).

Voucher Check for Repayment of Security Deposits  
CHARLES W. BERRY  
Comptroller of The City of New York

No. B-47924

New York, N. Q., AUG 5 1926

10

EMPIRE TRUST COMPANY  
11 Long Island City, N. Y.

Pay Exactly Five Thousand One Hundred Dollars

To the Order of Riverdale Const. Co., Inc.

Address 2511 Grand Central Terminal

20

WILLIAM H. MURPHY .....

Security Deposit Clerk

Deputy Comptroller

If not correct, return promptly to the Comptroller

Accepted subject to condition specified hereon

Payment will be refused if this Voucher Check is mutilated, or  
if alterations or erasures are made thereon

23 B-2149-26-B

(C. E.)

30

The endorsement of payee on back will constitute a receipt in  
full for the deposit (or deposits) mentioned below.

Opening date 7/14/26

Department President Borough of Queens

Amount 5100

40

I hereby certify that the amounts stated above were received as  
indicated hereon and are payable in accordance with de-  
partmental advice.

.....

for Auditor of Receipts

**Exhibit C-166 (continued).**

(Back of Cheque)

Riverdale Const. Co. Inc.

10

J. J. ELKIN, Pres.

ALBERT DECKER

Received Payment Through

Federal Reserve Bank

20

New York

Prior Endorsements guaranteed

AUG 6 1926

Bank of the Manhattan Co.

1-2 New York 1-2

30

W. A. Rush, Cashier

40

---

Exhibit C-166 (continued).

Voucher Check for Repayment of Security Deposits  
CHARLES W. BERRY  
Comptroller of The City of New York

No. B-46913

New York, N. Y., JUL 22 1926

10

EMPIRE TRUST COMPANY  
11 Long Island City, N. Y.

Pay Exactly Ten Thousand Eight Hundred Dollars

To the Order of Riverdale Const. Co., Inc.

Adresse.....

20

Security Deposit Clerk

Deputy Comptroller

If not correct, return promptly to the Comptroller  
Accepted subject to condition specified hereon  
Payment will be refused if this Voucher Check is mutilated, or  
if alterations or erasures are made thereon

23 B-2149-26-B

(C. E.)

The endorsement of payee on back will constitute a receipt in  
full for the deposit (or deposits) mentioned below.

30

Opening date 7/14/26

Department President Borough of Queens

Amount 10800

I hereby certify that the amounts stated above were received as  
indicated hereon and are payable in accordance with de-  
partmental advice.

40

.....  
for Acting Auditor of Receipts

Exhibit C-166 (*continued*).

(Back of Cheque)

Riverdale Const. Co. Inc.

10

J. J. ELKIN, Pres.

Muccini & Decker

ALBERT DECKER

Received Payment Through

20

Federal Reserve Bank

New York, N. Y.

Prior Endorsements guaranteed

JUL 28 1926

Bank of the Manhattan Co.

30

1-2 Jamaica, N. Y. 1-2

W. A. Rush, Cashier

40

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Exhibit C-166 (continued).

Voucher Check for Repayment of Security Deposits  
CHARLES W. BERRY  
Comptroller of The City of New York

No. B-46910

New York, N. Y., JUL 22 1926

10

EMPIRE TRUST COMPANY  
11 Long Island City, N. Y.

Pay Exactly Eighteen Thousand Dollars

To the Order of Riverdale Const. Co., Inc.

Address 2511 Grand Cen. Term.

20

.....  
Security Deposit Clerk Deputy Comptroller

If not correct, return promptly to the Comptroller  
Accepted subject to condition specified hereon  
Payment will be refused if this Voucher Check is mutilated, or  
if alterations or erasures are made thereon

23 B-2149-26-B

(C. E.)

30

The endorsement of payee on back will constitute a receipt in  
full for the deposit (or deposits) mentioned below.

Opening date 7/14/26

Department President Borough of Queens

Amount 18000

40

I hereby certify that the amounts stated above were received as  
indicated hereon and are payable in accordance with de-  
partmental advice.

.....  
for Acting Auditor of Receipts

Exhibit C-166 (*continued*).

(Back of Cheque)

Riverdale Const. Co. Inc.

10

J. J. ELKIN, Pres.

Muccini & Decker

ALBERT DECKER

Received Payment Through

20

Federal Reserve Bank

New York, N. Y.

Prior Endorsements guaranteed

JUL 28 1926

Bank of the Manhattan Co.

30

1-2 Jamaica, N. Y. 1-2

W. A. Rush, Cashier

40

---



Exhibit C-166 (continued).

Voucher Check for Repayment of Security Deposits  
CHARLES W. BERRY  
Comptroller of The City of New York

No. B-47925

New York, N. Y., AUG 5 1926

10

EMPIRE TRUST COMPANY  
11 Long Island City, N. Y.

Pay Exactly Three Thousand Dollars

To the Order of Riverdale Const. Co., Inc.

Adresse.....

20

WILLIAM H. MURPHY .....

Security Deposit Clerk

Deputy Comptroller

If not correct, return promptly to the Comptroller  
Accepted subject to condition specified hereon  
Payment will be refused if this Voucher Check is mutilated, or  
if alterations or erasures are made thereon

30

23 B-2149-26-B (C. E.)

The endorsement of payee on back will constitute a receipt in  
full for the deposit (or deposits) mentioned below.

Opening date 7/14/26

Department President Borough of Queens

Amount 3000

40

I hereby certify that the amounts stated above were received as  
indicated hereon and are payable in accordance with de-  
partmental advice.

.....  
for Auditor of Receipts

Exhibit C-166 (*continued*).

(Back of Cheque)

Riverdale Const. Co. Inc.

J. J. ELKIN, Pres.

ALBERT DECKER

10

Received Payment Through

Federal Reserve Bank

New York

20

Prior Endorsements guaranteed

AUG 6 1926

Bank of the Manhattan Co.

1-2 New York 1-2

W. A. Rush, Cashier

30

40

---

Exhibit C-110.

EXHIBIT C-110

*(Letter from Maurice E. Connolly to Riverdale Construction Company).*

10

Office of  
THE PRESIDENT  
of the  
BOROUGH OF QUEENS

20 Maurice E. Connolly  
President

Michael J. Shugrue  
Commissioner of Public Works

Clifford B. Moore  
Consulting Engineer

30

Long Island City July 26, 1926

Riverdale Contracting Company,  
2511 Grand Central Terminal,  
New York City.

Gentlemen:

40 Please take notice that the following described contract  
has this day been awarded to you:

“For the construction of sanitary sewers and appurtenances to be used temporarily as combined sewers in FARMERS BOULEVARD from 109th (Brinkerhoff) Ave. to Hollis avenue; HOLLIS AVENUE from Farmers

Exhibit C-110. (*continued*).

Blvd. to 109th St. (Seminol Ave); 190TH STREET from Hollis Ave. to Woodhull Ave.; WOODHULL AVENUE from 190th St. to 197th St.; 90TH AVENUE from 197th St. to 214th St., 4th Ward, Borough of Queens”.

10

Type “B”.

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 July 14, 1926.

20

Yours very truly,

MAURICE E. CONNOLLY,

President of the Borough of Queens.

M.

30

---

40

Exhibit C-111.

EXHIBIT C-111

*(Letter from Maurice E. Connolly to Riverdale Construction Company).*

10

Office of  
THE PRESIDENT  
of the  
BOROUGH OF QUEENS

20 Maurice E. Connolly  
President

Michael J. Shugrue  
Commissioner of Public Works

Clifford B. Moore  
Consulting Engineer

Long Island City July 26, 1926

30

Riverdale Contracting Company,  
2511 Grand Central Terminal,  
New York City.

Gentlemen:

40 Please take notice that the following described contract  
has this day been awarded to you:

“For the construction of a sanitary sewer and appurtenances to be used temporarily as a combined sewer in JAMAICA AVENUE from Cross Island Boulevard to Hollis Court Boulevard; HOLLIS COURT BOULEVARD from

Exhibit C-110. (*continued*).

Jamaica avenue to 93rd Av., 93RD AVENUE from Hollis Court Boulevard to Winchester Boulevard, 4th Ward, Borough of Queens”.

10

TYPE “B”

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 July 14, 1926.

Yours very truly,

20

MAURICE E. CONNOLLY,

President of the Borough of Queens.

M.

30

---

40

Exhibit C-112.

EXHIBIT C-112

(Letter from Maurice E. Connolly to Riverdale Construction Company).

10

Office of  
THE PRESIDENT  
of the  
BOROUGH OF QUEENS

20 Maurice E. Connolly  
President

Michael J. Shugrue  
Commissioner of Public Works

Clifford B. Moore  
Consulting Engineer

Long Island City July 26, 1926

30

Riverdale Contracting Company,  
2511 Grand Central Terminal,  
New York City.

Gentlemen:

Please take notice that the following described contract has this day been awarded to you:

40

“For the construction of a sanitary sewer and appurtenance to be used temporarily as a combined sewer in BRINKERHOFF AVENUE from 193th St. to Hollis Ave.; HOLLIS AVENUE from Brinkerhoff Av. to 198th St.; 198TH STREET from Hollis to 109th Avenue; 109TH AVENUE from 198th St. to 200th St.; 200th STREET

Exhibit C-112. (continued).

10 from 109th avenue to 104th avenue; 104TH AVENUE  
from 200th St. to 202d St., 202d STREET from 104th Av.  
to 100th Ave.; 100TH AVENUE from 202d St. to 205th  
St.; 205TH STREET from 100th Av. to 99th Av.; 99TH  
AVENUE from 205th St. to Cross Island Boulevard;  
CROSS ISLAND BOULEVARD from 99th Av. to Jamai-  
ca Av., 4th Ward, Borough of Queens”.

Type “B”.

20 You are, therefore, hereby notified to present to the  
Comptroller of the City of New York, Municipal Building, Bor-  
ough 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 July 14, 1926.

Yours very truly,

MAURICE E. CONNOLLY,

President of the Borough of Queens.

M.

30

40



Exhibit C-64.

EXHIBIT C-64

*(Letter from Maurice E. Connolly to Chas. W. Berry, dated  
July 29, 1926, re Brinkerhoff Ave.)*

10

CITY OF NEW YORK

Office of the

THE PRESIDENT OF THE BOROUGH OF QUEENS

Maurice E. Connolly  
President

20

Mary C. Hendrickson  
Secretary to President

Long Island City, July 29, 1926.

Hon. Charles W. Berry,  
Comptroller, City of New York.

Dear Sir:—

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 July 14, 1926, in connection with contemplated contract;—

“For the construction of a sanitary sewer and appurtenances in BRINKERHOFF AVENUE from 180th Street to 193rd Street, Fourth Ward, Borough of Queens.”

40

TYPE “B”.

Yours very truly,

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

JJR-PJH

Exhibit C-64. (continued).

945 156

RECEIVED  
COMPTROLLER'S OFFICE  
JUL 30 1926

10

BUREAU OF AUDIT  
CONTRACTS  
RECEIVED  
JUL 31 1926

AM RECD  
DEPT OF FINANCE — AUDIT — ADMINISTRATION  
JUL 31 26

20

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30

40

Exhibit C-105.

EXHIBIT C-105

(Contract from the City of New York to Riverdale Construction Company Incorporated, for the construction of a sewer in Brinkerhoff Avenue.)

10

CONTRACT SUMMARY

CONTRACT NUMBER. — Office of the Comptroller No. 80343.

CONTRACTOR. — Riverdale Construction Company Incorporated.

20

NAME OF SURETIES. — National Surety Company — N. Y. Indemnity Co.

AMOUNT OF BOND. — \$102,000.00

DATE OF AWARD. — July 26th, 1926.

DATE OF CONTRACT. — July 29th, 1926.

30

ORIGINAL ESTIMATE. — \$377,372.00

LIENS AND ASSIGNMENTS. — 30th of September, 1926, assignment of contract to Everett Contracting Company Incorporated, filed.

PAYMENT BY THE CITY TO THE CONTRACTOR. — In full.

40 RESOLUTIONS. — 1) A true copy of Resolution (Cal. No. 397) dated March 13th, 1926, adopted by the Board of Estimate and Apportionment.

2) A true copy of Resolution (Cal. No. 538) dated June 17th, 1926, adopted by the Board of Estimate and Apportionment,

Exhibit C-105 (*continued*).

are annexed to the contract.

10           DESCRIPTION OF WORK. — Construction of a sanitary sewer and appurtenances to be used temporarily as a combined sewer in Brinkerhoff Avenue from 193rd Street to Hollis Avenue; Hollis Avenue from Brinkerhoff Ave to 198th Street; 198th Street from Hollis Avenue to 109th Avenue; 109th Avenue from 198th Street to 200th Street; 200th Street from 109th Avenue to 104th Avenue; 104th Avenue from 200th Street to 202nd Street; 202nd Street from 104th Avenue to 100th Avenue; 100th Avenue from 202nd Street to 205th Street; 205th Street from 100th Avenue to 99th Avenue; 99th Avenue from 205th Street to Cross Island Blvd; Cross Island Blvd, from 99th Avenue to Jamaica Avenue, 5th Ward, Borough of Queens.

20           SUMMARY OF PROPOSALS. — Summary of Proposals — type "B", annexed to the contract, shows that the bids were open on July 14th, 1926, — that the Engineer's Estimate, as of May 25th, 1926, were 3204,309.00.

The Bidders, with the total amount of their bids were the following:

30

---

40

Exhibit C-105 (*continued*).

	Riverdale Const. Co. Inc.:	377,372.00
	Angelo Paino:	485,138.00
	Jos. L. Sigretto Sons, Inc.:	487,045.00
10	Dominick Bonacci:	538,258.00
	Awixa Corporation:	551,187.00
	Necaro Co., Incorporated:	555,014.00

**TIME.** — allowed for the performance of the contract:  
200 consecutive working days.

20 **ANNEXES.** — By letter dated August 11th, 1926, the Acting President of the Borough of Queens informs the Comptroller of the City of New York that Everett Contracting Company, Assignee of Riverdale Construction Company Incorporated, has been ordered to begin work within seven days after service of notice.

**TYPE.** — Type "A" and type "B".

30 Bids or proposals. — are on type "B" alone and the bid or estimate of Riverdale Construction Company Incorporated, to whom the contract was awarded, follows:

**TYPE "B"**

- 3'-6" Reinforced Concrete Pipe Sewer (Precast Type "B"), per linear foot, Seventy Dollars (\$70.00).
- 40 3'-0" Reinforced Concrete Pipe Sewer (Precast Type "B"), per linear foot, Fifty five Dollars (\$55.00).
- Manholes, complete, each One hundred ninety five Dollars (\$195.00).
- Chamber in Hollis Ave. at 196th St., complete, Twelve hundred Dollars (\$1200.00).

Exhibit C-105 (*continued*).

- Chamber in Hollis Ave. S. S. at 198th St., complete, Twelve hundred Dollars (\$1200.00).
- Chamber in Hollis Ave. N. S. at 198th St., complete, Twelve hundred Dollars (\$1200.00).
- 10 Chamber in 198th St. at 109th Ave., complete, Twelve hundred Dollars (\$1200.00).
- Chamber in 109th Ave. at 200th St., complete, Twelve hundred Dollars (\$1200.00).
- Chamber in 200th St. at 104th Ave., complete, Twelve hundred Dollars (\$1200.00).
- 20 Chamber in 104th Ave. at 202nd St., complete, Twelve hundred Dollars (\$1200.00).
- Chamber in 202nd St. at 100th Ave., complete, Twelve hundred Dollars (\$1200.00).
- Chamber in 100th Ave. at 205th St., complete, Twelve hundred Dollars (\$1200.00).
- 30 Chamber in 205th St. at 99th Ave., complete, Twelve hundred Dollars (\$1200.00).
- Chamber in 99th Ave. at Cross Island Zlvd., complete, Twelve hundred Dollars (\$1200.00).
- Chamber in Cross Island Blvd. at Jamaica Avenue, complete, Twelve hundred Dollars (\$1200.00).
- Six-inch C. I. Pipe Class "A" Risers, per vertical foot, six Dollars (\$6.00).
- 40 Six-inch Spurs 24 inches long on Reinforced Concrete Pipe Sewer (Precast Type "B"), each, Two Dollars (\$2.00).
- Six-inch Vitrified Pipe House Conn. Drains, per linear foot, Two Dollars (\$2.00).

Exhibit C-105 (*continued*).

Basin Manhole, (Type "B"), complete, Two hundred Dollars  
(\$200.00).

12 inch Vitrified Pipe Basin Conn., per linear foot, Two Dollars  
(\$2.00).

10 NOTE.—The items for Basin Manholes and 12 inch Vitrified  
Pipe Basin Conn. are inserted in order to secure prices in  
the event that it will be necessary to build some of them.  
SIGNATURES. — The contractors' bids and the con-  
tract were properly signed and executed by all parties, in strict  
compliance with all the laws and regulations applicable to the  
City of New York.

20 SPECIFICATIONS. —The specifications appear in the  
contract and are the same as those to be found in exhibit C-36,  
in volume 9, at pages 4339 and following of the Case.

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40

Exhibit C-107.

EXHIBIT C-107

10 (*Contract from the City of New York to Riverdale Construction Company Incorporated for the construction of a sewer in Farmers Blvd.*).

CONTRACT SUMMARY

CONTRACT NUMBER. — Office of the Comptroller, No. 80342.

CONTRACT. — Riverdale Construction Company Incorporated.

20 NAME OF SURETIES. — National Surety Company — New York Indemnity Company.

AMOUNT OF BOND. — \$60,000.00

DATE OF AWARD. — July 26th, 1926.

DATE OF CONTRACT. — July 29th, 1926.

30 ORIGINAL ESTIMATE. — \$233,553.00

LIENS AND ASSIGNMENTS. — October 5th, 1926, assignment of contract to Carmine Petracca, filed.

PAYMENT BY THE CITY TO THE CONTRACTOR. — In full.

40 RESOLUTION. — A true copy of Resolution (Cal. No. 727-b) dated June 17th, 1926, adopted by the Board of Estimate and Apportionment,

is annexed to the contract.

DESCRIPTION OF WORK. — Construction of sanitary sewers and appurtenances to be used temporarily as combined sewers in Farmers Blvd, from 109th (Brinkerhoff) Avenue to



Exhibit C-107 (*continued*).

Hollis Avenue; Hollis Avenue from Farmers Boulevard to 190th Street (Seminol Ave); 190th Street from Hollis Avenue to Woodhull Avenue; Woodhull Ave. from 190th Street to 197th Street; to 90th Ave from 197th Street to 214th Street, 4th Ward, Borough of Queens.

10

SUMMARY OF PROPOSALS. — Summary of Proposals, Type "B", annexed to the contract, shows that the bids were open on July 14th, 1926, — that the Engineer's Estimate, as of May 27th, 1926, was \$119,921.90.

The Bidders, with the total amount of their bids were the followings:

20

Riverdale Const. Co. Inc.:	233,553.00
Jos. L. Sigretto Sons, Inc.:	259,825.00
Angelo Paino:	299,988.00
James Gallo:	305,359.00
Necaro Co., Inc.:	319,478.00
Awixa Corp.:	327,226.00

30

TIME. — allowed for the performance of the contract: 200 consecutive working days.

ANNEXES. — By letter dated July 29th, 1926, the Acting President of the Borough of Queens transmits to the Comptroller of the City of New York the contract for registration in the Department of Finance.

40

By letter dated August 11th, 1926, the Acting President of the Borough of Queens informs the Comptroller of the City of New York that the contractor Carmine Petracca, assignee of Riverdale Construction Company (Incorporated), has been ordered to begin work within seven days from service of notice.

TYPE. — Type "A" and "B"

Exhibit C-107 (*continued*).

BIDS OR PROPOSALS. — are on type "B" alone and the bid or estimate of Riverdale Construction Company Incorporated:

TYPE "B"

10

2'-3" Reinforced Concrete Pipe Sewer (Precast Type "B"), Per Linear Foot, Forty Dollars (\$40.00).

24-inch Reinforced Concrete Pipe Sewer (Precast Type "B"), Per Linear Foot, Thirty one Dollars (\$31.00).

22inch Vitrified Pipe Sewer, Per Linear Foot, Twenty two Dollars (\$22.00).

20

15-inch Vitrified Pipe Sewer, Per Linear Foot, Five Dollars (\$5.00).

12-inch Vitrified Pipe Sewer, Per Linear Foot, Five Dollars (\$5.00).

10-inch Vitrified Pipe Sewer, Per Linear Foot, Three Dollars (\$3.00).

30) Manholes, Complete, Each, One hundred forty Dollars (\$140.00).

Chamber in Hollis Ave. at 99th Ave., Complete, Fourteen hundred Dollars (\$140.00).

Chamber in Hollis Ave. at 190th St., Complete, Fourteen hundred Dollars (\$140.00).

Basin Manhole (Type "B"), Complete, Two hundred Dollars (\$200.00).

40

12-inch Vitrified Pipe, Basin Connection, Per Linear Foot, Three Dollars (\$3.00).

Six-inch Spurs 24-inches long on Reinforced Concrete Pipe Sewer (Precast Type "B"), Each, Two Dollars (\$2.00).

Exhibit C-107 (*continued*).

Six-inch Spurs on 22-inch Vitrified Pipe Sewer, Each, Five Dollars (\$5.00).

Six-inch Spurs on 15-inch Vitrified Pipe Sewer, Each, Five Dollars (\$5.00).

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

Six-inch Spurs on 10-inch Vitrified Pipe Sewer, Each, Two Dollars (\$2.00).

6-inch Vitrified Pipe, House Connection Drains, Per Linear Foot, Two Dollars (\$2.00).

20 Risers (C. I. Pipe, Class "A"), Per Vertical Foot, Six Dollars (\$6.00).

NOTE.—The items for Basin Manholes and 12-inch Vitrified Pipe Basin Connections, are inserted in order to secure prices in the event it will be necessary to build some of them.

30 SIGNATURES. — The contractors' bids and the contract were properly signed and executed by all parties, in strict compliance with all the laws and regulations applicable to the City of New York.

SPECIFICATIONS. — The specifications appear in the contract and are the same as those to be found in exhibit C-36, in volume 9, at pages 4339 and following of the Case.

Exhibit C-109.

EXHIBIT C-109

10 (*Contract from the City of New York to Riverdale Construction Company Incorporated, for the construction of a sewer in Jamaica Avenue*).

CONTRACT SUMMARY

CONTRACT NUMBER. — Office of the Comptroller No. 80311

CONTRACTOR. — Riverdale Construction Company Incorporated.

20 NAMES OF SURETIES. — National Surety Company — Union Indemnity Company — New York Indemnity Company.

AMOUNT OF BOND. — \$151,000.

DATE OF AWARD. — July 26th, 1926.

DATE OF CONTRACT. — July 29th, 1926.

30 ORIGINAL ESTIMATE. — \$399,089.00

LIENS AND ASSIGNMENTS. — August 9th, 1926 — Assignment of contract to Awixa Corporation filed.

PAYMENT BY THE CITY TO THE CONTRACTOR. — In full.

40 RESOLUTIONS. — 1) A true copy of Resolution (Cal. No. 398) dated May 13th, 1926, adopted by the Board of Estimate and Apportionment.

2) A true copy of Resolution (Cal. No. 539) dated January 17th, 1926, adopted by the Board of Estimate and Apportionment,

are annexed to the contract.

Exhibit C-109 (*continued*).

10 DESCRIPTION OF WORK. — Construction of a sanitary sewer and appurtenances to be used temporarily as a combined sewer in Jamaica Avenue from Cross Island Boulevard to Hollis Court Blvd., Hollis Court Boulevard from Jamaica Avenue to 93rd Avenue; 93rd Avenue from Hollis Court Boulevard to Winchester Boulevard, 4th Ward, Borough of Queens.

TIME. — allowed for the performance of the contract: 200 consecutive working days.

20 ANNEXES. — By letter dated August 11th, 1926, the Acting President of the Borough of Queens informs that the Comptroller that the contractor, Awixa Corporation, assignee of Riverdale Construction Company Incorporated, has been ordered to begin work within seven days after service of notice.

On August 6th, 1927, the following letter was written by the President of the Borough of Queens to the Comptroller of the City of New York:

THE CITY OF NEW YORK

Office of the

30 PRESIDENT OF THE BOROUGH OF QUEENS

Long Island City, August 6, 1927.

Hon. Chas. W. Berry, Comptroller,

Department of Finance,

Municipal Building,

New York City, N. Y.

40 Sir:—

In accordance with the recommendation of the Engineer of Sewers, this Department, I have granted an extension of time of thirty-three (33) days, to the Awixa Corp., Islip, L. I., assignee of the Riverdale Construction Co., in which to complete the work in connection with Contract No. 80311 —

Exhibit C-109 (*continued*).

“For constructing a sanitary sewer, etc., in JAMAICA AVE., from Cross Island Blvd to Hollis Court Blvd., etc. 4th Ward.”

10 The work on this contract was started within a few days after the order was issued to begin the same. Difficulties were encountered in the construction of the sewer on Jamaica Avenue for the reason that Jamaica Avenue had recently been widened and the widening was not all on one side of the street, but crossed from one side to the other, with a result that the trolley tracks and the various sub-surface structures which had existed in Jamaica Avenue for many years crossed and recrossed the line of the sewer as projected. Delay was occasioned in arranging with the companies owning the sub-surface structures and also the trolley company in moving a change in the line of the sewer to make everything harmonize; and it is for the above reasons that an extension of time was granted.

Very truly, yours

MAURICE E. CONNOLLY,

J.K.

President of the Borough of Queens.”

30 Also to the Record of contract is annexed the following Agreement dated the 24th of August, 1927:

“AGREEMENT made this 24th day of August, 1927, between the CITY OF NEW YORK. Party of the First Part, and Awixa Corporation, Islip, L. I., Assignee of Riverdale Construction Co., Inc., Party of the Second Part:

40 WHEREAS, the parties hereto, under date of July 29, 1926, entered into a contract:

“For the construction of sanitary sewer and appurtenances in JAMAICA AVE., from Cross Island Blvd. to Hollis Court Blvd.; HOLLIS COURT BLVD. from Jamaica Ave. to 93rd Ave.; and in 93rd AVE. from Hollis Court Blvd. to Winchester Blvd., 4th Ward.”

Exhibit C-109 (*continued*).

10       WHEREAS, in the advertisement for this work, alternate bids were asked for the construction of the sewer and appurtenances under two types, namely Type A and Type B, the Party of the Second Part was the low bidder under Type B and was awarded the contract under this type. Under this same type, the bids were asked for the construction of basin manholes under Types A and B likewise, and the contractor submitted the price for the construction of the basin manholes, known as Type B. Subsequent to the letting of the contract, the contractor found it impossible to procure Type B basin; and

20       WHEREAS, the contract provides, under Section 12 of the contract, that the Borough President has the authority to amend the contract in cases of this sort, to specify any article or kind of material, which is the equal thereto; and

      WHEREAS, Basin Manhole, Type 4, is considered the equal of Type B, and as a fair price for Type 4 is \$200. and a fair price for Type B is \$250.

30       NOW, therefore, the Party of the Second Part for himself, his successors and assigns, agrees to and with the Party of the First, that the above contract shall be modified to provide for the construction of Type 4 Basin Manholes, instead of Type B, as specified in the contract, and that the Party of the Second Part shall receive from and be paid by the Party of the First Part the sum of \$150. for each basin manhole built on this contract. The price of \$150. is arrived at as follows: A fair price for Type B basin being \$250. and the price bid being \$200., the loss is \$50. This difference subtracted from the fair price of Type 4 basin is \$150. There shall be no further claim or charge made against the Party of the First Part by reason of this modification.

40       IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and the year first above written.

OK. J. RICE

MAURICE E. CONNOLLY,

President of the Borough of Queens

For the City of New York  
Party of the First Part.

Exhibit C-109 (*continued*).

CLAIRE D. SCHLEMMER,

AWIXA CORPORATION  
Party of the Second Part.

- 10 (To the above Agreement forming part thereof is annexed a consent to the Agreement properly signed by all the surety companies).

TYPE. — Type "A" and type "B"

BIDS OR PROPOSALS. — are on type "B" alone and the bid or estimate of Riverdale Construction Company Incorporated follows:

20

TYPE "B"

3'-0" Reinforced Concrete Pipe Sewer (Precast Type "B"), Per Linear Foot, Sixty Dollars (\$60.00).

2'-6" Reinforced Concrete Pipe Sewer (Precast Type "B"), Per Linear Foot, Forty seven Dollars (\$47.00).

- 30 2'-3" Reinforced Concrete Pipe Sewer (Precast Type "B"), Per Linear Foot, Thirty eight Dollars (\$38.00).

Manholes, Complete, Each, Two hundred twenty five Dollars (\$225.00).

Chamber in Jamaica Ave. at Hillis Court Blvd., Complete, Thirteen hundred Dollars (\$1300.00).

- 40 Chamber in Hollis Court Blvd. at 93rd Ave., Complete, Thirteen hundred Dollars (\$1300.00).

Chamber in 93rd Ave. West of 212th St., Complete, Thirteen hundred Dollars (\$1300.00).

Chamber in 93rd Ave. East of 212th St., Complete, Thirteen hundred Dollars (\$1300.00).



Exhibit C-109 (*continued*).

Chamber in 93rd Ave. at 215th St., Complete, Thirteen hundred Dollars (\$1300.00).

Chamber in 93rd Ave. at 217th St., Complete, Thirteen hundred Dollars (\$1300.00).

10 Chamber in 93rd Ave. at Winchester Blvd., Complete, Thirteen hundred Dollars (\$1300.00).

6-inch C. I. Pipe Class "A" Risers, Per Vertical Foot, Six Dollars (\$6.00).

Six-inch Spurs 24-inches long on Reinforced Concrete Pipe Sewer (Precast Type "B"), Each, Two Dollars (\$2.00).

20 6-inch Vitrified Pipe, House Connection Drains, Per Linear Foot, Two Dollars (\$2.00).

Basin Manhole (Type B), Complete, Two hundred Dollars (\$200.00).

12-inch Vitrified Pipe, Basin Connection, Per Linear Foot, Four Dollars (\$4.00).

30 NOTE.—Items for Basin Manholes and 12-inch Vitrified Pipe Basin Connections, are inserted in order to secure prices in the event that it will be necessary to build some of them.

SIGNATURES. — The contractors' bids and the contract were properly signed and executed by all parties, in strict compliance with all the laws and regulations applicable to the City of New York.

40 SPECIFICATIONS. — The specifications appear in the contract and are the same as those to be found in exhibit C-36, in volume 9, at pages 4339 and following of the Case.

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Exhibit C-116.

EXHIBIT C-116

*(Assignment of Contract No. 80342 from Riverdale Const. Co., Inc. to Carmine Petracca).*

10

KNOW ALL MEN BY THESE PRESENTS, that we, Riverdale Construction Co., Inc., of 2511 Grand Central Terminal, New York City, N. Y., for and in consideration of the sum of ONE DOLLAR and other good and valuable considerations to us in hand paid by Carmine Petracca of 737 Kathleen Court, Brooklyn, N. Y., receipt whereof is hereby acknowledged have bargained, sold, assigned, transferred, conveyed and set over and by these presents do bargain, sell, assign, transfer, convey and set over unto the said Carmine Petracca all our rights, title and interest of, in, to and under a certain contract made by he  
20 Riverdale Construction Company, Inc. and the City of New York, by the President of the Borough of Queens, bearing Comptroller's No. 80342, and registered 30th day of July, 1926, "for the construction of sanitary sewers and appurtenances to be used temporarily as combined sewer in FARMERS BOULEVARD, from 109th Avenue to Hollis Avenue; HOLLIS AVENUE, from Farmers' Boulevard to 190th Street; 190th STREET, from Hollis Avenue to Woodhull Avenue; WOODHULL AVENUE,  
30 from 190th Street to 197th Street; 197th STREET, from Woodhull Avenue to 90th Avenue; 90th AVENUE, from 197th Street to 214th Street; 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 Carmine Petracca our true and lawful attorney with authority to do and perform any convenient or necessary acts in connection therewith in our name,  
40 place and stead, as fully and in the same manner as we should do in person, hereby ratifying all our said attorneys, or their substitutes may lawfully do, in the premises.

TO HAVE AND TO HOLD unto the said Carmine Petracca, his heirs, executors, administrators, successors, or assigns.

Exhibit C-116 (continued).

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 3rd day of August, 1926.

Riverdale Construction Co., Inc.,

By J. J. ELKIN, Pres.

10

WITNESS: ALBERT DECKER

945 120

State of New York :  
County of Queens :

20

On this 3rd day of August, 1926, before me personally appeared Joseph Elkin, to me known, who being sworn did depose and say that he resides in New York City, N. Y., that he is President of the Riverdale Construction Company, Inc., the corporation described in and which executed the above foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is said corporate seal; that that it was so fixed by order of the Board of Directors of said corporation, and that he signed his name as such officer by like order.

PETER P. CAMPBELL,

30

Notary Public,  
Queens County, N. Y.

KNOW ALL MEN BY THESE PRESENTS, that I, Carmine Petracca, the undersigned, hereby accepts this contract, herein assigned to me and I agree to perform the work herein stipulated, to be done in accordance with the specifications and to comply in all respects with each and every condition therein contained.

40

CARMINE PETRACCA.

State of New York :  
County of Queens :

On this 3rd day of August, 1926, before me personally came, Carmine Petracca, to me known and known to me to be

Exhibit C-116 (continued).

the same person described in and who executed the foregoing instrument and he acknowledged to me that he executed the foregoing instrument and he acknowledged to me that he executed the same for the purposes therein mentioned.

10

PETER P. CAMPBELL,  
Notary Public,  
Queens Co., N. Y.

We the undersigned, NATIONAL SURETY COMPANY and the NEW YORK INDEMNITY COMPANY, hereby consent to the foregoing assignment of Contract No. 80342, from Riverdale Construction Co., Inc., to Carmine Patracia.

20

THE NATIONAL SURETY COMPANY,

By .....

Resident Vice President.

Attest .....

Resident Ass't Secretary.

30

NEW YORK INDEMNITY COMPANY,

By .....

.....  
Assistant Secretary.

APPROVED QUADRUPLICATE, AUG 7 1926 In accordance with the terms and conditions of Contract No. 80342.

40

MAURICE E. CONNOLLY,

President Borough of Queens.

Exhibit C-116 (*continued*).

*(To the above original Assignment, and forming part of the above exhibit, are annexed the usual and proper statutory declarations, by-laws, resolutions of the surety companies, the printing of which the parties have consented to omit, admitting that the said Assignment was duly signed and executed in conformity with all statutory provisions and in accordance with the New York City Charter.)*

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30

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Exhibit C-117.

EXHIBIT C-117

*(Assignment of contract No. 80343 from Riverdale Corporation  
Company to Everett Contracting Co.)*

10

KNOW ALL MEN BY THESE PRESENTS, That we, the Riverdale Construction Co., Inc., of 2411 Grand Central Terminal, New York City, for and in consideration of the sum of One Dollar and other good and valuable consideration to us in hand paid by the Everett Contracting Co., Inc., 161-03 Jamaica Avenue, Jamaica, L. I., receipt whereof is hereby acknowledged have bargained, sold, assigned, transferred, conveyed and set over and by these presents do bargain, sell, assign, transfer, convey and set over unto the said Everett Contracting Co. Inc., all our rights, title and interest of, in, to and under a certain contract made between the said Riverdale Construction Co., Inc., and the City of New York, by the President of the Borough of Queens, bearing Comptroller's No. 80343 and registered July 30, 1926,

20

“For the construction of a sanitary sewer and appurtenances to be used temporarily as a combined sewer in BRINKERHOFF AVENUE from 193rd Street to Hollis Avenue; HOLLIS AVENUE from Brinkerhoff Avenue to 198th Street; 198th STREET from Hollis Avenue to 109th Avenue; 109th AVENUE from 198th Street to 200th Street; 200th STREET from 109th Avenue to 104th Avenue; 104th AVENUE from 200th Street to 202nd Street; 202nd STREET from 104th Avenue to 100th Avenue; 100th AVENUE from 202nd Street to 205th Street; 205th STREET from 100th Avenue to 99th Avenue; 99th AVENUE from 205th Street to Cross Island Boulevard; CROSS ISLAND BOULEVARD from 99th Avenue to Jamaica Avenue; Fourth Ward, Borough of Queens;”

30

together with all our rights, privileges and interests therein and also all moneys due or to grow due, and all claim of every nature under thi contract, which we now have or hereafter may have against the City of New York or others by reasons thereof, and we do hereby constitute the said Everett Contracting Co., Inc., our true and lawful attorneys with authority to do and perform any convenient or necessary acts in connection therewith

40

Exhibit C-117 (*continued*).

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 do in the premises.

10 TO HAVE AND TO HOLD unto the said Everett Contracting Co., Inc., their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF we have hereunto set our hand and seal this 3rd day of August, 1926.

THE RIVERDALE CONSTRUCTION CO., INC.,

By J. J. ELKIN, Pres.

WITNESS: ALBERT DECKER.

20

State of New York :  
County of Queens :

30 On this 3rd day of August, 1926, before me personally appeared Joseph Elkin to me known who being duly sworn did depose and say that he resides in New York City, N. Y., that he is President of the Riverdale Construction Co., Inc., the Corporation described in and which executed the above foregoing instrument, that he knows the seal of the said corporation, that the seal affixed to said instrument is such corporate seal that it was so fixed by order of the Board of Directors of said corporation and that he signed his name as such officer by like order.

PETER P. CAMPBELL,

Notary Public,  
Queens Co., N. Y.

40 KNOW ALL MEN BY THESE PRESENTS, that we, Everett Contracting Co., nc., the undersigned hereby accept this contract, herein assigned to us and agree to perform the work herein stijulated to be done in accordance with the specifications and to comply in all respects with each and every condition therein contained.

EVERETT CONTRACTING CO., INC.

By George A. Everett, Pres.

Exhibit C-117 (*continued*).

State of New York :

County of Queens :

10 On this 3rd day of August, 1926, before me personally came George A. Everett, to me known, who being by me duly sworn did depose and say for himself that he resides in New York City, that he is the President of the Everett Contracting Co., Inc., the corporation described in and which executed the above instrument, that he knows the corporate seal of such corporation, that the affixed to the said instrument is such corporate seal that it was so fixed by order of the Board 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.

We, the undersigned, NATIONAL SURETY COMPANY and NEW YORK INDEMNITY COMPANY, as sureties hereby consent to the foregoing assignment of CONTRACT NO. 80343 from Riverdale Construction Co., Inc., to Everett Contracting Co., Inc.

30

THE NATIONAL SURETY CO.,

J. A. McANDREW,  
Resident Vice President.

Attest A. ROBAK,

NEW YORK INDEMNITY CO.,

40

O. H. LINN.

W. H. OSTRANDER,

Assistant Secretary.



Exhibit C-117 (*continued*).

APPROVED QUADRUPLICATE AUG 7, 1926, In accordance  
with the terms and conditions of Contract No. 80343.

MAURICE E. CONNOLLY,

10

President, Borough of Queens.

*(To the above original Assignment, and forming part of the above exhibit, are annexed the usual and proper statutory declarations, by-laws, resolutions of the surety companies, the printing of which the parties have consented to omit, admitting that the said Assignment was duly signed and executed in conformity with all statutory provisions and in accordance with the New York City Charter.)*

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Exhibit C-76.

EXHIBIT C-76

*(Final certificate from Patrick McGovern Incorporated re:  
Hammels Boulevard from Beach Channel et Amstel Avenue.)*

10

FINAL CERTIFICATE PATRICK McGOVERN  
RE HAMMEL BOULEVARD FROM BEACH CHANNEL  
TO AMSTEL AVE, Etc., JUL 8 1926.

17th. & Final Payment.

Warrant No. 125114      Voucher No. 544      Dept. File No.....

20

Dated JUL 12 1926                      Amount \$29,809.37

Charge to Account of

STREET IMPROVEMENT FUND

Code No. C. F. M. 25

FINAL CERTIFICATE

30

Patrick McGovern, Inc, Contractor

for sewer and appurtenances in HAMMELS BLVD. from  
Beach Channel Drive to Amstel Ave. &c. Fifth Ward.

Department of

PRESIDENT OF THE BOROUGH OF QUEENS

40

BUREAU OF SEWERS

DEPARTMENT OF FINANCE

Tickler No. 109729

Commissioner of Accounts, City of New York

Exhibit C-76 (*continued*).

MAYOR'S OFFICE

RECEIVED AUG 18 1926

10

Chief Clerk

DEPARTMENT OF FINANCE

Bureau of Accountancy — Disbursements

Received JUL 13 1926 C

Received in Division of Engineering JUL 14 1926

20

DEPT. OF FINANCE

NOT ENCUMBERED

DATE OB 8-15-26, OB 8-20-26 OB 8-26-26

Certificate of Auditor or Accounts

DEPARTMENT OF FINANCE

30

Auditing Bureau

8-14 1926

40

Exhibit C-76 (*continued*).

I hereby certify to the Comptroller that I have examined, audited, revised and settled this account for the sum of \$29,809.37

10 I find that the expenditure was duly authorized by an executed contract registered in this office as No. 71761 the terms of which are properly certified to have been fully complied with. The prices charged are as fixed therein. The warrant is correctly drawn and payment should properly be made from the fund shown thereon.

Auditor of Accounts.

NOTICE TO DISBURSING CLERK

20 DO NOT PAY this warrant until August 14, 1926

.....  
Auditor of Accounts.

Claimant Pat McGovern  
Amount 29807.37

THE CITY OF NEW YORK

PAYMENT VOUCHER

30

CONTRACT

FINAL CERTIFICATE

OF THE COMPLETION AND ACCEPTANCE OF THE WORK

By the President of the Borough of Queens  
Bureau of Sewers

40 Date June 16th, 1926 Contract No. 71761

Lgr. 5 p. 111 Certificate No. 17 & Final.

THE CITY OF NEW YORK, Dr.

To Patrick McGovern, Inc. #50 East 42nd St. N. Y. City,  
Contractor, for work one in the matter of Contract for sewer

Exhibit C-76 (*continued*).

&c. HAMMELS BLVD. from Beach Channel Drive to Amstel Ave. & in AMSTEL AVE. from Hammels Blvd. to Beach 62nd St., Fifth Ward, Executed Sept. 12th, 1924.

Charge to account of Street Improvement Fund

Registered Sept. 20th., 1924

10 Under the Greater New York Charter. Code No. C. F. M. 25

Estimated Contract Cost, \$805,151.40

Total  
Quantity

	Previously	Total	ITEM OF WORK	PRICE	Amount
				\$ Cts	\$ Cts.
20	Certified	Quantity			
	4700	4711.64	Lin. Ft. 5'0" R. C. P. Sewer, Excl. of piles &c.	96.00	452,317.44
	1905	1905.	Lin. Ft. 4'6" R. C. P. Sewer Excl. of piles &c.	92.00	175,317.44
30	8100	8414.	Lin. Ft. 6" C. I. Pipe, (Class "A") encased in Concrete, H. C. Drains	7.00	64,787.80
	95	95.	Lin. Ft. 24" Vitrified Pipe Sewer	7.50	712.50
	224	224.	Lin. Ft. 15" Vitrified Pipe Sewer	5.75	1,228.00
	120	120.	Lin. Ft. 12" Vitrified Pipe Sewer	5.25	630.00
40	310	310.	Lin. Ft. 10" Vitrified Pipe Sewer	5.10	1,581.00
	359000	364466.	Ft. B. M. Foundation timber	100.00	36,446.60

Exhibit C-76 (continued).

	1850	1877.8	Vert. Ft. 6" C. I. Pipe, (Class "A") Risers	10.35	19,435.23
	9900	11530.	Cub. Yd. Fill to established grade	1.00	11,530.00
10	20	20.	Cub. Yds. Cut to establish- ed grade	2.00	40.00
	1241	1436.	Cub. Yds. Steam Cinders (Deliv'd & placed)	1.75	2,513.00
	40	42.	Manholes, evcl. of piles, capping & decking	800.00	33,600.00
20	22	22.	Sul. M. H. incl. conn. betw. old & new sewers	600.00	13,200.00
	5	5.	Chambers, excl. of piles, capping & decking	1900.00	9,500.00
					<u>\$822,841.57</u>
			Deducted for Curb, Sidewalks &c. not restored		<u>3,259.70</u>
30	Statement showing how amount retained for six (6) months for repairs is arrived at.				
	15,547.64		Lin. Ft. within unpaved streets, @ .06¢		\$ 932.86
		232.	Lin. Ft. within paved streets, @.75¢		174.00
			<u>15,779.64</u> Lin. Ft.		<u>\$1,106.86</u>

40 I have examined this claim and certify that it is correct  
as to calculations, extensions, prices, proper certification, and  
is in full (Less Repairing Security), Contract No. 71761.

.....

Examiner.

Exhibit C-76 (continued).

		8-12-26
	Total Amount of Contract	\$819,581.87
	Deduct total amount heretofore certified \$92,665.64	
10	Deduct amt. ret'd. as security for repairs	1,106.86
	Deduct amt. ret'd percentage releaed under Chapter 394, Laws of 1921	96,000.00
	Total deductions	\$789,772.50 \$789,772.50
	Balance due, Twenty nine thousand, eight hundred nine,—37 Dollars	
		\$29,809.37
20	All computations verified	

.....

Clerk.

CERTIFICATES TO BE SIGNED BY COMPETENT  
PERSONS COGNIZANT OF THE FACTS.

30

I HEREBY CERTIFY that I have carefully made the above estimate in the manner required by the Contract, and that the work done and the materials delivered and estimated, including the prices thereof, are in conformity with the Contract and Specifications therefor, and have not been heretofore certified for payment.

Approved JUL 2, 1926

Date JUL 1, 1926

40 J. FRANKLIN PERRINE,

.....

Engineer of Sewer.

Engineer of Construction.

Approved, .....



Exhibit C-76 (continued).

I HEREBY CERTIFY: (1) That the above statement of the condition of contract is correct and that all calculations and extensions and the total charge of \$29,809.37, being the amount of this voucher, have been verified; (2) that the estimated amount of the above contract did not, at the time of the execution of such contract, exceed the unencumbered balances of amounts duly appropriated according to law, against which the same was chargeable after such amounts had been charged and encumbered with all outstanding liabilities, as required by Section 1541 and 1542 of the Charter: (3) that the amount of the claim contained in this voucher does not now exceed such unencumbered balances; (4) that the amount of the claim contained in this voucher, or any part thereof, has not been included in nor made a part of any voucher or claim previously certified by this department for payment: (5) that no liens have been filed in this department against the money due under said contract except as mentioned above.

JUL 3, 1926

L. C. CONNOLLY,

Auditor, General Administration.

CERTIFICATE TO BE SIGNED BY THE HEAD

OF DEPARTMENT.

I HEREBY CERTIFY that the following is my determination of the time consumed by the Contractor in the performance and completion of the work and of my allowances of time to said Contractor for all the causes specified in said Contract, and of the number of days which the time so consumed has exceeded the time stipulated for the completion of the work.

Total Number of Working Days from the commencement of the to its completion and acceptance, 480 Days.

ALLOWANCES

Total Number of Working Days during which the Contract was suspended by the President of the Borough of ..... from ..... to ..... Days

Exhibit C-76 (*continued*).

	Time during which the work was delayed on account of the weather .....	51 Days
	Time during which the work was delayed on account of the tides .....	Days
10	Time during which the work wa delayed on account of any act or omission on the part of the City of New York, as follows: .....	Days
	.....	
	.....	
	.....	Days
	Time allowed on account of ..... cubic yars of eàcess of ..... (1 day for each ..... cubic yard).....	Days
20	Time allowed by the President of the Borough of Queens on account of additional work or unforeseen obstacles .....	79 Days
	NOTE: Sundays and all Holidays upon which no work was done by the Contractor have been excluded from the foregoing Computations.	
	Total Allowances .....	130 Days
30	Net time consumed by the Contractor .....	429 Days
	Time within which the Contractor agreed to complete the work .....	350 Days
	Number of Working Days consumed by the Contractor in the performance and completion of the work hereunder, in excess of the time stipulated and allowed	Days

40 AND I HEREBY FURTHER CERTIFY: Upon the information contained in the certificates hereto attached by persons severally designated by me to make such certificates, the signature to which are known by me to be genuine, and to the bet of my knowledge, information and belief, that the work has been completed in accordance with the requirements of the contract; that all provisions of law and the resolutions of the Board of Estimate and Apportionment and of the Board of Aldermen

Exhibit C-76 (*continued*).

applicable thereto have been complied with. I also certify that the work has been completed to my satisfaction and is hereby accepted by me on this date.

MICHAEL J. SHUGRUE,

10

AUG. 26, 1926

Acting President, Borough of Queens.

Date JUL 8, 1926

New York, AUG. 26, 1926

20 Receive from the Comptroller of The City of New York, Warrant No. 125.114 for the sum of Twenty nine thousand eight hundred nine Dollars (\$29,809.37) in payment of above account. (see release).

\$29,809.37

PATRICK McGOVERN, INC.,

By Mary B. BOYCE, Sec'y.

(*"To teh above Final Certificate, forming part of the exhibit, are attached the following letters."*)

30

(Date) May 12, 1926.

Mr. J. Franklin Perrine,  
Engineer of Sewers,

Dear Sir:—

40 I hereby certify that on May 7, 1926, I examined the finished work in connection with contract #71761 for constructing a sewer and appurtenances in HAMMELS BOULEVARD from Beach Channel Drive to Amstel Boulevard, and in AMSTEL BOULEVARD from Hammels Boulevard to Beach 62nd Street, and found same to be completed satisfactorily and according to plans and specifications.

Yours respectfully,

.....

Assitant Engineer.

Exhibit C-76 (*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

JUN 25, 1926

SUBJECT: For the construction of sewer in Hammels Boulevard from Beach Channel Drive to Amstel Blvd., etc.

20 Mr. Anthony Werner,  
Engineer Inspector.

Dear Sir:—

I herewith certify that I have inspected on June 21, 1926, roadway over sewer at the above location and find same to be in good condition as per specifications.

Respectfully,

30

(Signed) W. G. HARMER,

Inspector.

40

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Exhibit C-76 (*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

JUN 25, 1926

SUBJECT: For the construction of sewer in Hammels Boulevard from Beach Channel Drive to Amstel Blvd., etc.

20

J. Franklin Perrine, Esq.,  
Engineer of Sewers.

Dear Sir:—

In reply to your communication of June 17, 1926, we have had an inspection made of the roadway, curb and sidewalks, where disturbe in the above streets, and find same to be in good condition and in accordance with specifications.

30

Very truly yours,

.....

Engineer of Highways.

(Inspector's report accompanies.)

40 AW/AM

\_\_\_\_\_

Exhibit C-76 (*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

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Queens Subway Building — Telephone, 5400 Hunters Point

Long Island City, N. Y., July 2, 1926

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

Sir:

30 Herewith please find certificate #17 & Final on contract  
#71761, Patrick McGovern, Inc., 50 East 42nd St., New York,  
N. Y., Contractor:

For constructing sewer, etc., in HAMMELS BOULE-  
VARD from Beach Channel Drive to Amstel Ave., etc.,  
5th Ward.

This contract has been carried out in accordance with the  
plans and specifications and has not been modified in any way.

40 Work was ordered ahead September 30, 1924 and completed  
on May 1, 1926, — an extension of time of 79 days having been  
granted.

There has been retained for a period of six months to  
insure the maintenance of the roadway for that period \$1,106.86,  
arrived at as follows: