

Torres Rojas, Genara

FOI# 12303

From: kathy.moy@trin.net
Sent: Wednesday, April 27, 2011 11:32 AM
To: Van Duyne, Sheree
Cc: Torres Rojas, Genara; Duffy, Daniel
Subject: Freedom of Information Online Request Form

Information:

First Name: Kathy
Last Name: Moy
Company: Trinity Highway Products LLC
Mailing Address 1: 1170 N State St
Mailing Address 2:
City: Girard
State: OH
Zip Code: 44420
Email Address: kathy.moy@trin.net
Phone: 330-539-7312
Required copies of the records: Yes

List of specific record(s):

Requesting a copy of the Payment Bond for the Path Track Extension Harrison Yard construction project. GC:
Railroad Construction.

THE PORT AUTHORITY OF NY & NJ

Daniel D. Duffy
FOI Administrator

September 22, 2011

Ms. Kathy Moy
Trinity Highway Products LLC
1170 N State St.
Girard, OH 44420

Re: Freedom of Information Reference No. 12303

Dear Ms. Moy:

This is a response to your April 27, 2011 request, which has been processed under the Port Authority's Freedom of Information Policy (the "Policy," copy enclosed) for a copy of the Payment Bond for the PATH Track Extension Harrison Yard construction project.

Material responsive to your request and available under the Policy, which consists of 3 pages, is enclosed, for a 75¢ photocopying charge for this material (25¢ per page). Payment should be made in cash, certified check or money order payable to "The Port Authority of New York & New Jersey" and should be sent to my attention at 225 Park Avenue South, 17th Floor, New York, NY 10003.

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

Sincerely,



Daniel D. Duffy
FOI Administrator

Enclosure

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

Bond No. 08341138

CONTRACT WTC-614.200

PAYMENT BOND

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

Contractor

Surety

Railroad Construction Company, Inc.
75-77 Grove Street, Paterson, NJ 07503
A corporation organized under the laws of the State of New Jersey

Fidelity and Deposit Company of Maryland
1400 American Lane, Schaumburg, IL 60196

*Approved
T.S.
10/19/10*

* Insert names of the Contractor and surety company (or companies) in the appropriate columns. If space is insufficient add rider.

If the Contractor is a corporation, give the state of incorporation, using also the phrase "a corporation organized under the laws of _____"

If the Contractor is a partnership, give full names of partners, using the phrase "co-partners doing business under the firm name of _____"

If the Contractor is an individual using a trade name, give individual name, using also the phrase "an individual doing business under the trade name of _____"

Bond No. 08341138

CONTRACT WTC-614.200

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned⁴ Contractor and surety company (or companies), as principal and surety (or sureties), respectively,

Contractor

Surety

Railroad Construction Company, Inc.
75-77 Grove Street, Paterson, NJ 07503
A corporation organized under the laws of the State of New Jersey

Fidelity and Deposit Company of Maryland
1400 American Lane, Schaumburg, IL 60196

⁴ Insert names of the Contractor and surety company (or companies) in the appropriate columns. If space is insufficient add rider.

If the Contractor is a corporation, give the state of incorporation, using also the phrase "a corporation organized under the laws of _____".

If the Contractor is a partnership, give full names of partners, using the phrase "co-partners doing business under the firm name of _____".

If the Contractor is an individual using a trade name, give individual name, using also the phrase "an individual doing business under the trade name of _____".

are hereby held and firmly bound unto The Port Authority of New York and New Jersey (herein called the "Authority") in the penal sum of Four Million Eight Hundred Sixteen Thousand Three Hundred Dollars and NO Cents (\$4,816,300) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, representatives, executors, administrators, successors and assigns. Each surety, however, if there is more than one, shall be jointly and severally liable for said penal sum.

Signed this 11th day of October 2010

The condition of the above obligation is that

WHEREAS, the above named principal has entered into a Contract in writing with the Authority, a copy of which is hereby made a part of this bond as though herein set forth in full and which is designated Contract WTC-614.200A - "World Trade Center -General Site Work Via Work Order", and

WHEREAS, the Authority has required this bond for the faithful performance of all obligations imposed by said Contract for Work Order Package #6 entitled "Harrison Transfer Yard";

NOW, if all lawful claims of subcontractors, materialmen and workmen arising out of the performance of said Contract are paid, then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that, provided the sureties shall comply with the provisions hereof, the aggregate liability of all sureties for any and all claims hereunder shall in no event exceed the penal amount of this obligation as hereinbefore stated.

This undertaking is for the benefit of the Authority and all subcontractors, materialmen and workmen having lawful claims arising out of the performance of said Contract, and all such subcontractors, materialmen and workmen (as well as the Authority itself) shall have a direct right of action upon this bond; but the rights and equities of such subcontractors, materialmen and workmen shall be subject and subordinate to those of the Authority.

The sureties, for value received, hereby stipulate and agree that the obligations of said sureties and their bond shall be in no way impaired or affected by any extensions of time, modification, omission, addition or change in or to the said Contract or the construction to be performed thereunder, or by any supervision or inspection or omission to supervise or inspect the construction, or by any payment thereunder before the time required therein, or by any waiver of any provision or condition thereof (whether precedent or subsequent), or by any assignment, subletting or other transfer thereof or of any part thereof or of any construction to be performed or any moneys due or to become due thereunder; and said sureties do hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulate and agree that any and all things done and omitted to be done by and in relation to assignees, subcontractors and other transferees shall have the same effect as to said sureties as though done by or in relation to said principal.

The sureties shall give the General Counsel of the Authority the following notices:

- A. Written notice of an intent to pay any claim of a subcontractor, materialman or workman hereunder;
- B. Written notice within five days of the institution of an action by a subcontractor, materialman or workman hereunder.

The sureties shall not pay the claim of any subcontractor, materialman or workman hereunder until the expiration of thirty days after receipt by said General Counsel of notice under either subparagraph A or B above, describing the claim to be paid.

IN WITNESS WHEREOF, the principal and the sureties have herunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

(Seal)

Railroad Construction Company, Inc.

Principal

By⁵

Alfonso Dalafisio, Jr., President

Fidelity and Deposit Company of Maryland

Surety

By⁶

Attorney-In-Fact John Hyland

APPROVED AS TO ACCEPTABILITY OF SURETIES:

Michael Magrath

Credit Manager

October 26 2010

⁵ If bond is signed by an officer or agent, give title; if signed by a corporation, affix corporate seal.

⁶ Add signatures of additional sureties, if any.