

**Torres Rojas, Genara**

FOI#12422

**From:** allison@allilaw.com  
**Sent:** Tuesday, June 28, 2011 12:33 PM  
**To:** Van Duyne, Sheree  
**Cc:** Torres Rojas, Genara; Duffy, Daniel  
**Subject:** Freedom of Information Online Request Form

Information:

First Name: Allison  
Last Name: Kourbage  
Company: Allison M. Kourbage, P.C.  
Mailing Address 1: 1 Schwab Road  
Mailing Address 2: Suite 7  
City: Melville  
State: NY  
Zip Code: 11747  
Email Address: [allison@allilaw.com](mailto:allison@allilaw.com)  
Phone: 631-427-5455  
Required copies of the records: Yes

List of specific record(s):

For the Contract - JFK-1020 John F. Kennedy International Airport - Rehabilitation of Runways 13R-31L and Access Improvements. All documents relating to the prime contract and change orders, including, but not limited to the contract, change orders, invoices, meeting minutes, payments, bonuses, correspondence, e-mails, charts and related documents.

**THE PORT AUTHORITY OF NY & NJ**

Daniel D. Duffy  
FOI Administrator

October 21, 2011

Ms. Allison Kourbage  
Allison M. Kourbage, P.C.  
1 Schwab Road, Suite 7  
Melville, NY 11747

Re: Freedom of Information Reference No. 12422

Dear Ms. Kourbage:

This is a response to your June 28, 2011 request, which has been processed under the Port Authority's Freedom of Information Policy (the "Policy," copy enclosed) for a copy of Contract No. JFK-1020 - Rehabilitation of Runways 13R-31L and Access Improvements and copies of documents related to the prime contract.

Material responsive to your request and available under the Policy, which consists of 15 pages, is enclosed, for a 3.75¢ 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, 17<sup>th</sup> 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  
17<sup>th</sup> Floor  
New York, NY 10003  
T: 212-435-3642 F: 212-435-7555

(Secretary copy)

Change Order No. <u>00001</u>	Contract No. <u>JFK 1020</u>
Facility: <u>JFK INTERNATIONAL AIRPORT</u>	
Contract for: <u>RUNWAY 13R-31L RECONSTRUCTION AND ACCESS IMPROVEMENTS</u>	
To: <u>PERINI CORPORATION</u>	
Address: <u>1022 LOWER SOUTH STREET</u> <u>PEEKSKILL, NY 10566</u>	
In accordance with the above described Contract:	PACC No(s): <u>00001</u>
<input checked="" type="checkbox"/> The following Extra is ordered.	<input type="checkbox"/> The following change is ordered, at no change in price.
<input type="checkbox"/> The time for completion of the contract is extended as indicated below.	<input type="checkbox"/> A change is ordered as specifically outlined below.
<input type="checkbox"/> The following reduction is ordered.	
NOTE TO CONTRACTOR: Please sign original and return to the Port Authority representative whose signature appears in line five(5).	

AS DIRECTED BY THE ENGINEER PROVIDE ALL LABOR, EQUIPMENT AND MATERIAL AS REQUIRED TO PERFORM ALL WORK AS SHOWN ON CONTRACT DRAWINGS C114, C118 AND C119, ALL WITH REVISION NO. 2, ALL DATED 8/11/09. THIS WORK INCLUDES, BUT MAY NOT BE LIMITED TO:

1. THE REMOVAL OF EXISTING 12" REINFORCED CONCRETE PIPE (RCP);
2. THE REMOVAL OF AN EXISTING CATCH BASIN;
3. INCREASING THE WALL HEIGHT AND ELEVATION OF MH-1101 BY APPROXIMATELY 6-INCHES;
4. INCREASING THE WALL HEIGHT AND ELEVATION OF CB-1103 BY APPROXIMATELY 6-INCHES; AND,
5. MODIFYING THE INVERTS FOR CB-1103 AND MH-1102, AND INCREASING THE WALL HEIGHT ON MH-1102 BY APPROXIMATELY 18-INCHES.

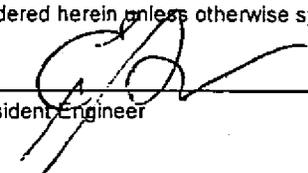
COMPENSATION SHALL BE INCREASED BY THE LUMP SUM AMOUNT OF \$ 13,100.00.

CHANGE ORDER SIGNED BY  
CONTRACTOR 10/08/2009  
RECEIVED BY ENGINEERS DEPT.  
CONSTRUCTION DIVISION 11/02/2009

The undersigned has no authority to order any item of extras whose cost, together with the cost of extras previously ordered, will exceed the limit specified in said Contract unless he has been specially authorized so to do by resolution of the Commissioners. In the event that the above extra is in excess of such limit, the order to perform it shall be effective only if the Secretary of The Port Authority certifies to the authority of the undersigned to order it. (See other side.)

No extension of time for completion is granted to the Contractor on account of the changes ordered herein unless otherwise specifically stated above.

Dated 9/22, 2009

  
Resident Engineer

ACKNOWLEDGEMENT AND AGREEMENT

I hereby acknowledge receipt of, and agreement to the term of, the change order on the reverse side hereof and further acknowledge that there shall be no claim against The Port Authority for any extras, change or other matter of any kind referred to in said change order or for any expense or cost of any kind related or incidental, directly or indirectly, to such extra, change or other matter whether or not said expense or cost is actually a part of said extra, change, or other matter other than the contractor's right to the price or compensation, if any, specifically provided for or referred to in said change order.

Dated 10-8, 2009

Contractor

By: James M. Long  
Title: PRESIDENT CIVIL GROUP

TO BE SIGNED ONLY IN THE EVENT THAT A RESOLUTION IS NECESSARY

I hereby certify that The Port Authority of New York and New Jersey has been authorized to order the above extras by a resolution of the

thereof, duly adopted the \_\_\_\_\_ day of \_\_\_\_\_

(Secretary copy)

Change Order No. 00002 Contract No. JFK 1020Facility: JFK INTERNATIONAL AIRPORTContract for: RUNWAY 13R-31L RECONSTRUCTION AND ACCESS IMPROVEMENTSTo: PERINI CORPORATIONAddress: 1022 LOWER SOUTH STREET  
PEEKSKILL, NY 10566

In accordance with the above described Contract:

PACC No(s) : 00002

- |                                     |   |                          |   |
|-------------------------------------|---|--------------------------|---|
| <input checked="" type="checkbox"/> | The following Extra is ordered.   | <input type="checkbox"/> | The following change is ordered, at no change in price. |
| <input type="checkbox"/>            | The time for completion of the contract is extended as indicated below. | <input type="checkbox"/> | A change is ordered as specifically outlined below.     |
| <input type="checkbox"/>            | The following reduction is ordered.                                     | <input type="checkbox"/> |   |

NOTE TO CONTRACTOR: Please sign original and return to the Port Authority representative whose signature appears in line five(5).

AS DIRECTED BY THE ENGINEER, PROVIDE ALL LABOR, EQUIPMENT AND MATERIAL AS REQUIRED TO PERFORM ALL WORK AS SHOWN ON CONTRACT DRAWINGS C107 AND C110, BOTH REVISION NO. 2, AND C119, WITH REVISION NO. 3, ALL DATED 10/05/09. THIS WORK INCLUDES, BUT IS NOT LIMITED TO THE INSTALLATION OF 30" REINFORCED CONCRETE PIPE (RCP) BETWEEN MH-1505 AND MHEX-1503 IN LIEU OF THE CONTRACTUAL 48" RCP BETWEEN MH-1505 AND AN EXISTING DRAINAGE MANHOLE.

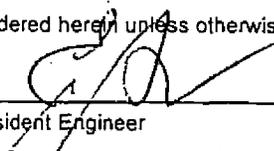
THE CONTRACTUAL 48" RCP IS TO BE DELIVERED TO THE PORT AUTHORITY AT THE ENGINEER'S DIRECTION.

COMPENSATION SHALL BE INCREASED BY THE LUMP SUM AMOUNT OF \$ 30,000.00.

CHANGE ORDER SIGNED BY  
CONTRACTOR 12/21/2009  
RECEIVED BY ENGINEERS DEPT.  
CONSTRUCTION DIVISION 12/27/2009

The undersigned has no authority to order any item of extras whose cost, together with the cost of extras previously ordered, will exceed the limit specified in said Contract unless he has been specially authorized so to do by resolution of the Commissioners. In the event that the above extra is in excess of such limit, the order to perform it shall be effective only if the Secretary of The Port Authority certifies to the authority of the undersigned to order it. (See other side.)

No extension of time for completion is granted to the Contractor on account of the changes ordered herein unless otherwise specifically stated above.

Dated 11/10, 2009
  
Resident Engineer

ACKNOWLEDGEMENT AND AGREEMENT

I hereby acknowledge receipt of, and agreement to the term of, the change order on the reverse side hereof and further acknowledge that there shall be no claim against The Port Authority for any extras, change or other matter of any kind referred to in said change order or for any expense or cost of any kind related or incidental, directly or indirectly, to such extra, change or other matter whether or not said expense or cost is actually a part of said extra, change, or other matter other than the contractor's right to the price or compensation, if any, specifically provided for or referred to in said change order.

Dated 12-21, 2009

Contractor

By: James M. Jany

Title: PRESIDENT CIVIL GROUP

TO BE SIGNED ONLY IN THE EVENT THAT A RESOLUTION IS NECESSARY

I hereby certify that The Port Authority of New York and New Jersey has been authorized to order the above extras by a resolution of the

thereof, duly adopted the \_\_\_\_\_ day of \_\_\_\_\_,

(Secretary copy)

Change Order No. <u>00003</u>	Contract No. <u>JFK 1020</u>
Facility: <u>JFK INTERNATIONAL AIRPORT</u>	
Contract for: <u>RUNWAY 13R-31L RECONSTRUCTION AND ACCESS IMPROVEMENTS</u>	
To: <u>PERINI CORPORATION</u>	
Address: <u>1022 LOWER SOUTH STREET</u> <u>PEEKSKILL, NY 10566</u>	

In accordance with the above described Contract: PACC No(s) : 00003

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> The following Extra is ordered.                              | <input type="checkbox"/> The following change is ordered, at no change in price. |
| <input type="checkbox"/> The time for completion of the contract is extended as indicated below. | <input type="checkbox"/> A change is ordered as specifically outlined below.     |
| <input type="checkbox"/> The following reduction is ordered.                                     |  |

NOTE TO CONTRACTOR: Please sign original and return to the Port Authority representative whose signature appears in line five(5).

AS DIRECTED BY THE ENGINEER, PROVIDE ALL LABOR, EQUIPMENT AND MATERIAL AS REQUIRED TO PERFORM ALL WORK AS SHOWN ON CONTRACT DRAWINGS C099, C101, E046, E047, ALL WITH REVISION NO. 2 ALL DATED 10/08/09; C100, WITH REVISION NO. 3 AND C119, WITH REVISION NO. 5, BOTH DATED 11/06/09; AND E140, WITH REVISION NO. 1, DATED 10/8/09. THIS WORK INCLUDES, BUT IS NOT LIMITED TO, VARIOUS DRAINAGE ADDITIONS AND DELETIONS AND ELECTRICAL MODIFICATIONS.

COMPENSATION SHALL BE INCREASED BY THE LUMP SUM AMOUNT OF \$ 78,000.00.

CHANGE ORDER SIGNED BY  
CONTRACTOR 6/23/2010  
RECEIVED BY ENGINEERS DEPT.  
CONSTRUCTION DIVISION 6/28/2010

The undersigned has no authority to order any item of extras whose cost, together with the cost of extras previously ordered, will exceed the limit specified in said Contract unless he has been specially authorized so to do by resolution of the Commissioners. In the event that the above extra is in excess of such limit, the order to perform it shall be effective only if the Secretary of The Port Authority certifies to the authority of the undersigned to order it. (See other side.)

No extension of time for completion is granted to the Contractor on account of the changes ordered herein unless otherwise specifically stated above.

Dated FEB. 5, 2009

[Signature]  
Engineer of Construction

ACKNOWLEDGEMENT AND AGREEMENT

I hereby acknowledge receipt of, and agreement to the term of, the change order on the reverse side hereof and further acknowledge that there shall be no claim against The Port Authority for any extras, change or other matter of any kind referred to in said change order or for any expense or cost of any kind related or incidental, directly or indirectly, to such extra, change or other matter whether or not said expense or cost is actually a part of said extra, change, or other matter other than the contractor's right to the price or compensation, if any, specifically provided for or referred to in said change order.

Dated Feb 23, <sup>2010</sup> 2009

Contractor

By: *[Signature]*  
Title: President, Civil Group

TO BE SIGNED ONLY IN THE EVENT THAT A RESOLUTION IS NECESSARY

I hereby certify that The Port Authority of New York and New Jersey has been authorized to order the above extras by a resolution of the

thereof, duly adopted the \_\_\_\_\_ day of \_\_\_\_\_,

Change Order No. 00004

Contract No. JFK 1020

Facility: JFK INTERNATIONAL AIRPORT

Contract for: RUNWAY 13R-31L RECONSTRUCTION AND ACCESS IMPROVEMENTS

To: PERINI CORPORATION

Address: 1022 LOWER SOUTH STREET  
PEEKSKILL, NY 10566

In accordance with the above described Contract:

PACC No(s) : 00004

The following Extra is ordered.

The time for completion of the contract is extended as indicated below.

The following reduction is ordered.

The following change is ordered, at no change in price.

A change is ordered as specifically outlined below.

NOTE TO CONTRACTOR: Please sign original and return to the Port Authority representative whose signature appears in line five(5).

AS DIRECTED BY THE ENGINEER, PROVIDE ALL LABOR, EQUIPMENT AND MATERIAL AS REQUIRED TO PERFORM ALL WORK AS SHOWN ON CONTRACT DRAWINGS E6 AND E7, BOTH REVISION #3, BOTH DATED 10/28/09; E97, WITH REVISION #2 DATED 10/27/09; AND E137, WITH REVISION #2 DATED 10/28/09. THIS WORK INCLUDES, BUT MAY NOT BE LIMITED TO, MODIFYING THE SIZES OF VARIOUS SIGN FOUNDATIONS.

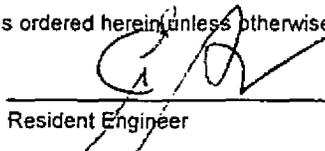
COMPENSATION SHALL BE INCREASED BY THE LUMP SUM AMOUNT OF \$ 12,000.00.

CHANGE ORDER SIGNED BY  
CONTRACTOR 03/26/2010  
RECEIVED BY ENGINEERS DEPT.  
CONSTRUCTION DIVISION 04/02/2010

The undersigned has no authority to order any item of extras whose cost, together with the cost of extras previously ordered, will exceed the limit specified in said Contract unless he has been specially authorized so to do by resolution of the Commissioners. In the event that the above extra is in excess of such limit, the order to perform it shall be effective only if the Secretary of The Port Authority certifies to the authority of the undersigned to order it. (See other side.)

No extension of time for completion is granted to the Contractor on account of the changes ordered herein unless otherwise specifically stated above.

Dated 12/15, 2009

  
Resident Engineer

ACKNOWLEDGEMENT AND AGREEMENT

I hereby acknowledge receipt of, and agreement to the term of, the change order on the reverse side hereof and further acknowledge that there shall be no claim against The Port Authority for any extras, change or other matter of any kind referred to in said change order or for any expense or cost of any kind related or incidental, directly or indirectly, to such extra, change or other matter whether or not said expense or cost is actually a part of said extra, change, or other matter other than the contractor's right to the price or compensation, if any, specifically provided for or referred to in said change order.

Dated March 26, ~~2009~~ <sup>2010</sup>

Contractor

By: Jim Lang  
Title: PRESIDENT, CIVIL GROUP

TO BE SIGNED ONLY IN THE EVENT THAT A RESOLUTION IS NECESSARY

I hereby certify that The Port Authority of New York and New Jersey has been authorized to order the above extras by a resolution of the

thereof, duly adopted the \_\_\_\_\_ day of \_\_\_\_\_,

(Secretary copy)

Change Order No. <u>00005</u>	Contract No. <u>JFK 1020</u>
Facility: <u>JFK INTERNATIONAL AIRPORT</u>	
Contract for: <u>RUNWAY 13R-31L RECONSTRUCTION AND ACCESS IMPROVEMENTS</u>	
To: <u>PERINI CORPORATION</u>	
Address: <u>1022 LOWER SOUTH STREET</u> <u>PEEKSKILL, NY 10566</u>	
In accordance with the above described Contract:	PACC No(s): <u>00008</u>
<input checked="" type="checkbox"/> The following Extra is ordered.	<input type="checkbox"/> The following change is ordered, at no change in price.
<input type="checkbox"/> The time for completion of the contract is extended as indicated below.	<input type="checkbox"/> A change is ordered as specifically outlined below.
<input type="checkbox"/> The following reduction is ordered.	
NOTE TO CONTRACTOR: Please sign original and return to the Port Authority representative whose signature appears in line five(5).	

AS DIRECTED BY THE ENGINEER, PROVIDE ALL NECESSARY LABOR, EQUIPMENT AND MATERIAL AS REQUIRED TO PERFORM ALL WORK AS SHOWN ON CONTRACT DRAWINGS C137, C143, C146, E005, E020, E058, E099, E101 AND E102, ALL WITH REVISION NO. 2; C127, E016 THROUGH E019, E038, E041, E049, E054, E056, E060 AND E062, ALL WITH REVISION NO. 3; E048, E063 AND E127, ALL WITH REVISION NO. 4; AND, E045 THROUGH E047, ALL WITH REVISION NO. 5, ALL DRAWINGS DATED 2/22/10 AND ATTACHMENT 'A', ENTITLED "MATERIALS FURNISHED BY AUTHORITY", DATED 3/16/10. THIS WORK INCLUDES, BUT IS NOT LIMITED TO, CORRECTIONS OF LIGHTING AND SIGNAGE LAYOUTS.

COMPENSATION SHALL BE INCREASED BY THE LUMP SUM AMOUNT OF \$ 44,000.00.

CHANGE ORDER SIGNED BY  
 CONTRACTOR 05/12/2010  
 RECEIVED BY ENGINEERS DEPT.  
 CONSTRUCTION DIVISION 05/12/2010

The undersigned has no authority to order any item of extras whose cost, together with the cost of extras previously ordered, will exceed the limit specified in said Contract unless he has been specially authorized so to do by resolution of the Commissioners. In the event that the above extra is in excess of such limit, the order to perform it shall be effective only if the Secretary of The Port Authority certifies to the authority of the undersigned to order it. (See other side.)

No extension of time for completion is granted to the Contractor on account of the changes ordered hereon unless otherwise specifically stated above.

Dated 4/9, 2010

[Signature]  
 Resident Engineer

ACKNOWLEDGEMENT AND AGREEMENT

I hereby acknowledge receipt of, and agreement to the term of, the change order on the reverse side hereof and further acknowledge that there shall be no claim against The Port Authority for any extras, change or other matter of any kind referred to in said change order or for any expense or cost of any kind related or incidental, directly or indirectly, to such extra, change or other matter whether or not said expense or cost is actually a part of said extra, change, or other matter other than the contractor's right to the price or compensation, if any, specifically provided for or referred to in said change order.

Dated 5/12, 2010

Contractor

By: [Signature]  
Title: PRESIDENT, CIVIC GROUP

TO BE SIGNED ONLY IN THE EVENT THAT A RESOLUTION IS NECESSARY

I hereby certify that The Port Authority of New York and New Jersey has been authorized to order the above extras by a resolution of the

thereof, duly adopted the \_\_\_\_\_ day of \_\_\_\_\_,

(Secretary copy)

Change Order No. <u>00006</u>	Contract No. <u>JFK 1020</u>
Facility: <u>JFK INTERNATIONAL AIRPORT</u>	
Contract for: <u>RUNWAY 13R-31L RECONSTRUCTION AND ACCESS IMPROVEMENTS</u>	
To: <u>PERINI CORPORATION</u>	
Address: <u>1022 LOWER SOUTH STREET</u> <u>PEEKSKILL, NY 10566</u>	

In accordance with the above described Contract:	PACC No(s) : <u>00006</u>
<input checked="" type="checkbox"/> The following Extra is ordered.	
<input type="checkbox"/> The time for completion of the contract is extended as indicated below.	<input type="checkbox"/> The following change is ordered, at no change in price.
<input type="checkbox"/> The following reduction is ordered.	<input type="checkbox"/> A change is ordered as specifically outlined below.

NOTE TO CONTRACTOR: Please sign original and return to the Port Authority representative whose signature appears in line five(5).

AS DIRECTED BY THE ENGINEER, PROVIDE ALL LABOR, EQUIPMENT AND MATERIAL AS REQUIRED TO:

I) PERFORM ALL WORK AS SHOWN ON ATTACHMENT 'A', DATED FEBRUARY 4, 2010, AND ATTACHMENT 'B' - "MATERIALS FURNISHED BY AUTHORITY", DATED JANUARY 21, 2010. THIS WORK INCLUDES, BUT IS NOT LIMITED TO, VARIOUS CIVIL AND ELECTRICAL ADDITIONS AND DELETIONS. ALL WORK STIPULATED ABOVE IS TO BE COMPLETED BY JUNE 28, 2010.

II) MAKE THE FOLLOWING CHANGES TO THE CONTRACT BOOK, PAGE 46, CLAUSE 30A ENTITLED, "ADDITIONAL COMPENSATION FOR EARLY AND ON-TIME COMPLETION":

A. IN THE THIRD LINE OF PARAGRAPH A, DELETE "JUNE 14, 2010" AND SUBSTITUTE THEREFOR "JUNE 28, 2010".

B. DELETE PARAGRAPH B IN IT'S ENTIRETY AND SUBSTITUTE THEREFOR "NOT USED".

COMPENSATION SHALL BE INCREASED BY THE LUMP SUM AMOUNT OF \$ 3,800,000.00.

CHANGE ORDER SIGNED BY  
CONTRACTOR 5/12/2010  
RECEIVED BY ENGINEERS DEPT.  
CONSTRUCTION DIVISION 5/17/2010

The undersigned has no authority to order any item of extras whose cost, together with the cost of extras previously ordered, will exceed the limit specified in said Contract unless he has been specially authorized so to do by resolution of the Commissioners. In the event that the above extra is in excess of such limit, the order to perform it shall be effective only if the Secretary of The Port Authority certifies to the authority of the undersigned to order it. (See other side.)

No extension of time for completion is granted to the Contractor on account of the changes ordered herein unless otherwise specifically stated above.

Dated 5/11, 2010

*[Signature]*  
Chief Engineer

ACKNOWLEDGEMENT AND AGREEMENT

I hereby acknowledge receipt of, and agreement to the term of, the change order on the reverse side hereof and further acknowledge that there shall be no claim against The Port Authority for any extras, change or other matter of any kind referred to in said change order or for any expense or cost of any kind related or incidental, directly or indirectly, to such extra, change or other matter whether or not said expense or cost is actually a part of said extra, change, or other matter other than the contractor's right to the price or compensation, if any, specifically provided for or referred to in said change order.

Dated 5/12, 2010

Contractor  
By: *Jim Lamy*  
Title: PRESIDENT, CIVIL GROUP

TO BE SIGNED ONLY IN THE EVENT THAT A RESOLUTION IS NECESSARY

I hereby certify that The Port Authority of New York and New Jersey has been authorized to order the above extras by a resolution of the

thereof, duly adopted the \_\_\_\_\_ day of \_\_\_\_\_,

(Secretary copy)

Change Order No. 00007

Contract No. JFK 1020

Facility: JFK INTERNATIONAL AIRPORT

Contract for: RUNWAY 13R-31L RECONSTRUCTION AND ACCESS IMPROVEMENTS

To: PERINI CORPORATION

Address: 1022 LOWER SOUTH STREET  
PEEKSKILL, NY 10566

in accordance with the above described Contract:

PACC No(s) : 00005

- |                                     |   |                          |   |
|-------------------------------------|---|--------------------------|---|
| <input checked="" type="checkbox"/> | The following Extra is ordered.   |                          |   |
| <input type="checkbox"/>            | The time for completion of the contract is extended as indicated below. | <input type="checkbox"/> | The following change is ordered, at no change in price. |
| <input type="checkbox"/>            | The following reduction is ordered.                                     | <input type="checkbox"/> | A change is ordered as specifically outlined below.     |

NOTE TO CONTRACTOR: Please sign original and return to the Port Authority representative whose signature appears in line five(5).

AS DIRECTED BY THE ENGINEER, PROVIDE ALL LABOR, EQUIPMENT AND MATERIAL AS REQUIRED TO PERFORM ALL WORK AS SHOWN ON CONTRACT DRAWINGS C091, C093, C095 THROUGH C098, AND C120, ALL WITH REVISION #2; G005, C099 AND C118, ALL WITH REVISION #3; AND C100, WITH REVISION #4, ALL DATED 11/20/09; E142 THROUGH E145, ALL WITH REVISION #1; E014, E015, E044, E048, AND E066, ALL WITH REVISION #2; AND E042, E043, E045 THROUGH E047, ALL WITH REVISION #3, ALL DATED 12/8/09. THIS WORK INCLUDES, BUT IS NOT LIMITED TO, VARIOUS DRAINAGE ADDITIONS AND DELETIONS, AND ELECTRICAL MODIFICATIONS.

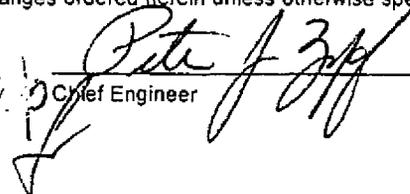
COMPENSATION SHALL BE INCREASED BY THE LUMP SUM AMOUNT OF \$ 770,000.00.

CHANGE ORDER SIGNED BY  
CONTRACTOR 5/19/2010  
RECEIVED BY ENGINEERS DEPT.  
CONSTRUCTION DIVISION 5/29/2010

The undersigned has no authority to order any item of extras whose cost, together with the cost of extras previously ordered, will exceed the limit specified in said Contract unless he has been specially authorized so to do by resolution of the Commissioners. In the event that the above extra is in excess of such limit, the order to perform it shall be effective only if the Secretary of The Port Authority certifies to the authority of the undersigned to order it. (See other side.)

No extension of time for completion is granted to the Contractor on account of the changes ordered herein unless otherwise specifically stated above.

Dated 5/17, 2010

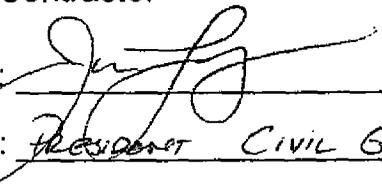
  
Chief Engineer

ACKNOWLEDGEMENT AND AGREEMENT

I hereby acknowledge receipt of, and agreement to the term of, the change order on the reverse side hereof and further acknowledge that there shall be no claim against The Port Authority for any extras, change or other matter of any kind referred to in said change order or for any expense or cost of any kind related or incidental, directly or indirectly, to such extra, change or other matter whether or not said expense or cost is actually a part of said extra, change, or other matter other than the contractor's right to the price or compensation, if any, specifically provided for or referred to in said change order.

Dated 5-19, 2010

Contractor

By: 

Title: PRESIDENT CIVIL GROUP

TO BE SIGNED ONLY IN THE EVENT THAT A RESOLUTION IS NECESSARY

I hereby certify that The Port Authority of New York and New Jersey has been authorized to order the above extras by a resolution of the

thereof, duly adopted the \_\_\_\_\_ day of \_\_\_\_\_,

(Secretary copy)

Change Order No. 00008

Contract No. JFK 1020

Facility: JFK INTERNATIONAL AIRPORT

Contract for: RUNWAY 13R-31L RECONSTRUCTION AND ACCESS IMPROVEMENTS

To: PERINI CORPORATION

Address: 1022 LOWER SOUTH STREET  
PEEKSKILL, NY 10566

*W/C to BWP*  
*See memo*  
*ES 2/27/10*  
*BO*  
*OC*  
*JP*  
*TE*  
*EM*  
*GG*

In accordance with the above described Contract:

PACC No(s): 00007

The following Extra is ordered.

The time for completion of the contract is extended as indicated below.

The following reduction is ordered.

The following change is ordered, at no change in price.

A change is ordered as specifically outlined below.

NOTE TO CONTRACTOR: Please sign original and return to the Port Authority representative whose signature appears in line five(5).

AS DIRECTED BY THE ENGINEER, PROVIDE ALL LABOR, EQUIPMENT AND MATERIAL AS REQUIRED TO PERFORM ALL WORK AS SHOWN ON PORT AUTHORITY SKETCHES C7/1 THROUGH C7/5, ALL DATED 2/10/10. THIS WORK INCLUDES, BUT IS NOT LIMITED TO, ABANDONING EXISTING REINFORCED CONCRETE PIPE (RCP) IN LIEU OF REMOVAL AS INDICATED IN RESPONSE TO RFI NO. 0008 DATED 2/2/2010.

COMPENSATION SHALL BE DECREASED FOR ALL ITEMS OF WORK AS DESCRIBED ABOVE AT THE UNIT PRICE AMOUNT OF -\$15.00/LF.

CHANGE ORDER SIGNED BY  
CONTRACTOR 2/10/2010  
RECEIVED BY ENGINEERS DEPT.  
CONSTRUCTION DIVISION 2/15/2010

*ES*  
*EV*  
*TD*  
*OC*  
*HA*  
*JG*  
*ED*  
**(2)**

The undersigned has no authority to order any item of extras whose cost, together with the cost of extras previously ordered, will exceed the limit specified in said Contract unless he has been specially authorized so to do by resolution of the Commissioners. In the event that the above extra is in excess of such limit, the order to perform it shall be effective only if the Secretary of The Port Authority certifies to the authority of the undersigned to order it. (See other side.)

No extension of time for completion is granted to the Contractor on account of the changes ordered herein unless otherwise specifically stated above.

Dated JUNE 24, 2010

*[Signature]*  
Engineer of Construction

*ES*  
*6/27/10*

ACKNOWLEDGEMENT AND AGREEMENT

I hereby acknowledge receipt of, and agreement to the term of, the change order on the reverse side hereof and further acknowledge that there shall be no claim against The Port Authority for any extras, change or other matter of any kind referred to in said change order or for any expense or cost of any kind related or incidental, directly or indirectly, to such extra, change or other matter whether or not said expense or cost is actually a part of said extra, change, or other matter other than the contractor's right to the price or compensation, if any, specifically provided for or referred to in said change order.

Dated July 7<sup>th</sup>, 2010

Contractor

By: James M. Long  
Title: PRESIDENT  
Civil CREP

TO BE SIGNED ONLY IN THE EVENT THAT A RESOLUTION IS NECESSARY

I hereby certify that The Port Authority of New York and New Jersey has been authorized to order the above extras by a resolution of the

thereof, duly adopted the \_\_\_\_\_ day of \_\_\_\_\_,

\*\*\* DUPLICATE \*\*\*

(Secretary copy)

Change Order No. 00009Contract No. JFK 1020Facility: JFK INTERNATIONAL AIRPORTContract for: RUNWAY 13R-31L RECONSTRUCTION AND ACCESS IMPROVEMENTSTo: PERINI CORPORATIONAddress: 1022 LOWER SOUTH STREET  
PEEKSKILL, NY 10566

In accordance with the above described Contract:

PACC No(s): 00013

- The following Extra is ordered.
- The time for completion of the contract is extended as indicated below.
- The following reduction is ordered.
- The following change is ordered, at no change in price.
- A change is ordered as specifically outlined below.

NOTE TO CONTRACTOR: Please sign original and return to the Port Authority representative whose signature appears in line five(5).

AS DIRECTED BY THE ENGINEER, PROVIDE ALL LABOR, EQUIPMENT AND MATERIAL AS REQUIRED TO PERFORM ALL WORK IN STAGE 13N STARTING AT 12:01AM ON OCTOBER 12, 2010 AND ENDING AT 11:59PM ON OCTOBER 26, 2010, INCLUSIVE OF RAIN DAYS, IN LIEU OF THE CONTRACTUAL CLOSURE ENDING AT 11:59PM ON NOVEMBER 15, 2010.

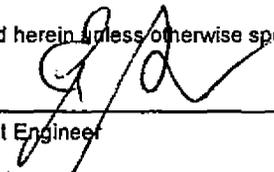
IF STAGE 13N WORK IS NOT COMPLETED BY 11:59PM ON OCTOBER 26, 2010, LIQUIDATED DAMAGES WILL BE ASSESSED IN ACCORDANCE WITH CONTRACT SPECIFICATIONS, CHAPTER III, "PROVISIONS RELATING TO TIME", CLAUSE 35, "TIME FOR COMPLETION AND DAMAGES FOR DELAY", PAGE 53, ITEMS K, L, M AND N.

COMPENSATION SHALL BE INCREASED BY THE LUMP SUM AMOUNT OF \$ 0.00.

CHANGE ORDER SIGNED BY  
CONTRACTOR 04/15/2011  
RECEIVED BY ENGINEERS DEPT.  
CONSTRUCTION DIVISION 05/02/2011

No extension of time for completion is granted to the Contractor on account of the changes ordered herein unless otherwise specifically stated above.

Dated 4/4, 2011

  
Resident Engineer

ACKNOWLEDGEMENT AND AGREEMENT

I hereby acknowledge receipt of, and agreement to the term of, the change order on the reverse side hereof and further acknowledge that there shall be no claim against The Port Authority for any extras, change or other matter of any kind referred to in said change order or for any expense or cost of any kind related or incidental, directly or indirectly, to such extra, change or other matter whether or not said expense or cost is actually a part of said extra, change, or other matter other than the contractor's right to the price or compensation, if any, specifically provided for or referred to in said change order.

Dated 4/15, 2011

Contractor

By: Kevin J. Woods

Title: SRVP

KEVIN J. WOODS

(Secretary copy)

Change Order No. 00010

Contract No. JFK 1020

Facility: JFK INTERNATIONAL AIRPORT

Contract for: RUNWAY 13R-31L RECONSTRUCTION AND ACCESS IMPROVEMENTS

To: PERINI CORPORATION

Address: 1022 LOWER SOUTH STREET  
PEEKSKILL, NY 10566

In accordance with the above described Contract:

PACC No(s) : 00015

- The following Extra is ordered.
- The time for completion of the contract is extended as indicated below.
- The following reduction is ordered.
- The following change is ordered, at no change in price.
- A change is ordered as specifically outlined below.

NOTE TO CONTRACTOR: Please sign original and return to the Port Authority representative whose signature appears in line five(5).

AS DIRECTED BY THE ENGINEER, PROVIDE ALL LABOR, EQUIPMENT AND MATERIAL AS REQUIRED TO PERFORM ALL WORK AS SHOWN ON PORT AUTHORITY SKETCHES L15/1 AND L15/2, BOTH DATED 1/11/11, AND CONTRACT DRAWING C195, REVISION NO. 1, DATED 12/21/10. THIS WORK INCLUDES, BUT IS NOT LIMITED TO, THE REMOVAL AND REPLACEMENT OF EXISTING PAVEMENT.

COMPENSATION SHALL BE INCREASED BY THE LUMP SUM AMOUNT OF \$ 65,760.00.

CHANGE ORDER SIGNED BY  
CONTRACTOR 2/26/2011  
RECEIVED BY ENGINEERS DEPT.  
CONSTRUCTION DIVISION 2/3/2011

No extension of time for completion is granted to the Contractor on account of the changes ordered herein unless otherwise specifically stated above.

Dated February 15, 2011

[Signature]  
Engineer of Construction

2/3/2011

ACKNOWLEDGEMENT AND AGREEMENT

I hereby acknowledge receipt of, and agreement to the term of, the change order on the reverse side hereof and further acknowledge that there shall be no claim against The Port Authority for any extras, change or other matter of any kind referred to in said change order or for any expense or cost of any kind related or incidental, directly or indirectly, to such extra, change or other matter whether or not said expense or cost is actually a part of said extra, change, or other matter other than the contractor's right to the price or compensation, if any, specifically provided for or referred to in said change order.

Dated 2/26, 2011

Contractor

By: *Vincent J. ...*  
Title: SRVP

(Secretary copy)

Change Order No. <u>00011</u>	Contract No. <u>JFK 1020</u>
Facility: <u>JFK INTERNATIONAL AIRPORT</u>	
Contract for: <u>RUNWAY 13R-31L RECONSTRUCTION AND ACCESS IMPROVEMENTS</u>	
To: <u>PERINI CORPORATION</u>	
Address: <u>1022 LOWER SOUTH STREET</u> <u>PEEKSKILL, NY 10566</u>	

In accordance with the above described Contract:	PACC No(s) : 00014
<input checked="" type="checkbox"/> The following Extra is ordered.	
<input type="checkbox"/> The time for completion of the contract is extended as indicated below.	<input type="checkbox"/> The following change is ordered, at no change in price.
<input type="checkbox"/> The following reduction is ordered.	<input type="checkbox"/> A change is ordered as specifically outlined below.

NOTE TO CONTRACTOR: Please sign original and return to the Port Authority representative whose signature appears in line five(5).

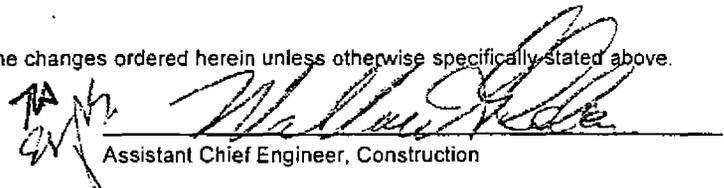
AS DIRECTED BY THE ENGINEER, PROVIDE ALL LABOR, EQUIPMENT AND MATERIAL AS REQUIRED TO PERFORM ALL WORK AS SHOWN ON PORT AUTHORITY SKETCHES SK.L14/1 AND SK.L14/2, BOTH DATED 12/2/10. THIS WORK INCLUDES, BUT IS NOT LIMITED TO, THE REMOVAL AND REPLACEMENT OF EXISTING PAVEMENT.

COMPENSATION SHALL BE INCREASED BY THE LUMP SUM AMOUNT OF \$ 150,000.00.

CHANGE ORDER SIGNED BY  
CONTRACTOR 03/10/2011  
RECEIVED BY ENGINEERS DEPT.  
CONSTRUCTION DIVISION 03/21/2011

No extension of time for completion is granted to the Contractor on account of the changes ordered herein unless otherwise specifically stated above.

Dated 3/7, 2011

  
Assistant Chief Engineer, Construction

ACKNOWLEDGEMENT AND AGREEMENT

I hereby acknowledge receipt of, and agreement to the term of, the change order on the reverse side hereof and further acknowledge that there shall be no claim against The Port Authority for any extras, change or other matter of any kind referred to in said change order or for any expense or cost of any kind related or incidental, directly or indirectly, to such extra, change or other matter whether or not said expense or cost is actually a part of said extra, change, or other matter other than the contractor's right to the price or compensation, if any, specifically provided for or referred to in said change order.

Dated MARCH 10, 2011

Contractor

By: Kevin J. Woods

Title: SRVP

KEVIN J. WOODS  
TUTOR PERINI CORPORATION

(Secretary copy)

Change Order No. 00012

Contract No. JFK 1020

2

Facility: JFK INTERNATIONAL AIRPORT

Contract for: RUNWAY 13R-31L RECONSTRUCTION AND ACCESS IMPROVEMENTS

To: PERINI CORPORATION

Address: 1022 LOWER SOUTH STREET  
PEEKSKILL, NY 10566

In accordance with the above described Contract:

PACC No(s): 00011

The following Extra is ordered.

The time for completion of the contract is extended as indicated below.

The following reduction is ordered.

The following change is ordered, at no change in price.

A change is ordered as specifically outlined below.

NOTE TO CONTRACTOR: Please sign original and return to the Port Authority representative whose signature appears in line five(5).

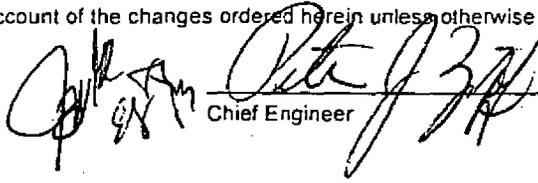
AS DIRECTED BY THE ENGINEER, PROVIDE ALL NECESSARY LABOR, EQUIPMENT AND MATERIAL AS REQUIRED TO REGRADE AND SEED THE ADDITIONAL AREA ADJACENT TO THE PATROL ROAD FROM STATION 8+00 TO 124+00 IN ACCORDANCE WITH THE DETAIL AS SHOWN ON PORT AUTHORITY SKETCH SK.1, DATED 11/17/10. THE TOTAL VOLUME OF ADDITIONAL SOIL TO BE APPROXIMATELY 60,000 CY WITH AN AREA OF 75,000 SY TO RECEIVE ADDITIONAL SEEDING WITH COMPOST AND HYDRO-MULCH.

COMPENSATION SHALL BE INCREASED BY THE LUMP SUM AMOUNT OF \$ 1,195,000.00.

CHANGE ORDER SIGNED BY  
CONTRACTOR 06/24/2011  
RECEIVED BY ENGINEERS DEPT.  
CONSTRUCTION DIVISION 07/22/2011

No extension of time for completion is granted to the Contractor on account of the changes ordered herein unless otherwise specifically stated above.

Dated 6/31, 2011

  
Chief Engineer

I hereby acknowledge receipt of, and agreement to the term of, the change order on the reverse side hereof and further acknowledge that there shall be no claim against The Port Authority for any extras, change or other matter of any kind referred to in said change order or for any expense or cost of any kind related or incidental, directly or indirectly, to such extra, change or other matter whether or not said expense or cost is actually a part of said extra, change, or other matter other than the contractor's right to the price or compensation, if any, specifically provided for or referred to in said change order.

Dated 6/24, 2011

Contractor

By: *Verni Jelenc*

Title: SRVP

(Secretary copy)

Change Order No. <u>00013</u>	Contract No. <u>JFK 1020</u>
Facility: <u>JFK INTERNATIONAL AIRPORT</u>	
Contract for: <u>RUNWAY 13R-31L RECONSTRUCTION AND ACCESS IMPROVEMENTS</u>	
To: <u>PERINI CORPORATION</u>	
Address: <u>1022 LOWER SOUTH STREET</u> <u>PEEKSKILL, NY 10566</u>	

In accordance with the above described Contract:	PACC No(s) : <u>00012</u>
<input checked="" type="checkbox"/> The following Extra is ordered.	
<input type="checkbox"/> The time for completion of the contract is extended as indicated below.	<input type="checkbox"/> The following change is ordered, at no change in price.
<input type="checkbox"/> The following reduction is ordered.	<input type="checkbox"/> A change is ordered as specifically outlined below.

NOTE TO CONTRACTOR: Please sign original and return to the Port Authority representative whose signature appears in line five(5).

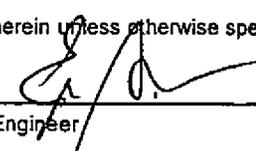
AS DIRECTED BY THE ENGINEER, PROVIDE ALL LABOR AS REQUIRED TO PERFORM CONTRACTUALLY REQUIRED WORK FOR THE COMMISSIONING OF THE RUNWAY GUARD LIGHTS (RGL) ON A PREMIUM TIME BASIS DURING THE 120-DAY CLOSURE IN STAGE 6AD. THIS WORK INCLUDES, BUT IS NOT LIMITED TO, SUPPLYING TWO (2) ADDITIONAL PREMIUM-TIME DAYS.

COMPENSATION SHALL BE INCREASED BY THE LUMP SUM AMOUNT OF \$ 7,490.00.

CHANGE ORDER SIGNED BY  
CONTRACTOR 06/13/2011  
RECEIVED BY ENGINEERS DEPT.  
CONSTRUCTION DIVISION 06/27/2011

No extension of time for completion is granted to the Contractor on account of the changes ordered herein unless otherwise specifically stated above.

Dated 6/6, 2011

  
Resident Engineer

(Secretary copy)

Change Order No. <u>00014</u>	Contract No. <u>JFK 1020</u>
Facility: <u>JFK INTERNATIONAL AIRPORT</u>	
Contract for: <u>RUNWAY 13R-31L RECONSTRUCTION AND ACCESS IMPROVEMENTS</u>	
To: <u>PERINI CORPORATION</u>	
Address: <u>1022 LOWER SOUTH STREET</u> <u>PEEKSKILL, NY 10566</u>	

In accordance with the above described Contract:	PACC No(s) : <u>00017</u>
<input checked="" type="checkbox"/> The following Extra is ordered.	
<input type="checkbox"/> The time for completion of the contract is extended as indicated below.	<input type="checkbox"/> The following change is ordered, at no change in price.
<input type="checkbox"/> The following reduction is ordered.	<input type="checkbox"/> A change is ordered as specifically outlined below.

NOTE TO CONTRACTOR: Please sign original and return to the Port Authority representative whose signature appears in line five(5).

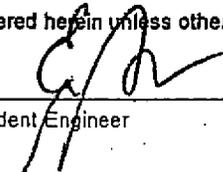
AS DIRECTED BY THE ENGINEER, PROVIDE ALL LABOR, EQUIPMENT AND MATERIAL AS REQUIRED TO PERFORM ALL WORK AS SHOWN ON PA SKETCH L17/1, DATED 4/5/11. THIS WORK INCLUDES BUT IS NOT LIMITED TO REMOVAL AND REPLACEMENT OF EXISTING PAVEMENT ON RUNWAY 4R-22L.

COMPENSATION SHALL BE INCREASED BY THE LUMP SUM AMOUNT OF \$ 22,000.00.

CHANGE ORDER SIGNED BY  
CONTRACTOR 06/21/2011  
RECEIVED BY ENGINEERS DEPT.  
CONSTRUCTION DIVISION 06/27/2011

No extension of time for completion is granted to the Contractor on account of the changes ordered herein unless otherwise specifically stated above.

Dated 6/6/, 2011

  
Resident Engineer

2

(Secretary copy)

Change Order No. <u>00015</u>	Contract No. <u>JFK 1020</u>
Facility: <u>JFK INTERNATIONAL AIRPORT</u>	
Contract for: <u>RUNWAY 13R-31L RECONSTRUCTION AND ACCESS IMPROVEMENTS</u>	
To: <u>PERINI CORPORATION</u>	
Address: <u>1022 LOWER SOUTH STREET</u> <u>PEEKSKILL, NY 10566</u>	
In accordance with the above described Contract:	PACC No(s) : <u>00016</u>
<input checked="" type="checkbox"/> The following Extra is ordered.	<input type="checkbox"/> The following change is ordered, at no change in price.
<input type="checkbox"/> The time for completion of the contract is extended as indicated below.	<input type="checkbox"/> A change is ordered as specifically outlined below.
<input type="checkbox"/> The following reduction is ordered.	
NOTE TO CONTRACTOR: Please sign original and return to the Port Authority representative whose signature appears in line five(5).	

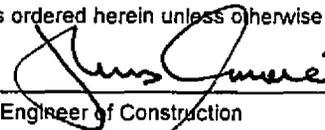
AS DIRECTED BY THE ENGINEER, PROVIDE ALL LABOR, EQUIPMENT AND MATERIAL AS REQUIRED TO PERFORM ALL WORK AS SHOWN ON PORT AUTHORITY SKETCHES SK.L16/1 AND SK.L16/2, BOTH DATED 1/25/11. THIS WORK INCLUDES, BUT IS NOT LIMITED TO, THE REMOVAL OF EXISTING RUNWAY/TAXIWAY CENTERLINE BASE CANS AND REPLACEMENT OF THE SAID BASE CANS AND ASSOCIATED ELECTRICAL COMPONENTS.

COMPENSATION SHALL BE INCREASED FOR ALL ITEMS OF WORK, AS DESCRIBED ABOVE, AT THE UNIT PRICE AMOUNT OF \$ 6,600.00.

CHANGE ORDER SIGNED BY  
CONTRACTOR 06/16/2011  
RECEIVED BY ENGINEERS DEPT.  
CONSTRUCTION DIVISION 07/23/2011

No extension of time for completion is granted to the Contractor on account of the changes ordered herein unless otherwise specifically stated above.

Dated JUNE 13, 2011

  
\_\_\_\_\_  
Engineer of Construction

88  
6/13/11

ACKNOWLEDGEMENT AND AGREEMENT

, hereby acknowledge receipt of, and agreement to the term of, the change order on the reverse side  
~~hereof and further acknowledge that there shall be no claim against The Port Authority for any extras,~~  
change or other matter of any kind referred to in said change order or for any expense or cost of any  
kind related or incidental, directly or indirectly, to such extra, change or other matter whether or not said  
expense or cost is actually a part of said extra, change, or other matter other than the contractor's right  
to the price or compensation, if any, specifically provided for or referred to in said change order.

Dated 6/16, 2011

Contractor

By: 

Title: SRVP