

Torres Rojas, Genara

FOI#12825

From: melissa@mohegan.comcastbiz.net
Sent: Thursday, December 01, 2011 10:38 AM
To: Duffy, Daniel
Cc: Torres Rojas, Genara; Van Duyne, Sheree
Subject: Freedom of Information Online Request Form

Information:

First Name: Melissa
Last Name: Morini
Company: Mohegan Associates, Inc
Mailing Address 1: 130 Old Route 6
Mailing Address 2:
City: Carmel
State: NY
Zip Code: 10512
Email Address: melissa@mohegan.comcastbiz.net
Phone: 845-225-6468
Required copies of the records: Yes

List of specific record(s):

Information on the Payment Bond for Contract MFA-203A - WO-2-09, WO-2-10, WO-2-11.

THE PORT AUTHORITY OF NY & NJ

Daniel D. Duffy
FOI Administrator

February 2, 2012

Ms. Melissa Morini
Mohegan Associates, Inc.
130 Old Route 6
Carmel, NY 10512

Re: Freedom of Information Reference No. 12825

Dear Ms. Morini:

This is a response to your December 1, 2011 request, which has been processed under the Port Authority's Freedom of Information Policy for a copy of the Payment Bond for Contract MFA-203A - WO-2-09, WO-2-10, WO-2-11.

Material responsive to your request and available under the Policy, which consists of 7 pages, is enclosed, for a \$1.75 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.

Certain material responsive to your request is exempt from disclosure pursuant to exemption (2) of the Policy.

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

Sincerely,



Daniel D. Duffy
FOI Administrator

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

ATTACHMENT 2A

CONTRACT MFA-203A

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned²⁵ Contractor and surety company (or companies), as principal and surety (or sureties), respectively,

Contractor

Surety

ACME SKILLMAN CONCRETE CO., INC a Corporation organized under the laws of the State of New York of 56-22 58th Street, Maspeth, NY 11378

BERKLEY REGIONAL INSURANCE COMPANY 60 East 42nd Street, New York, NY 10165

²⁵ 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 One Million Eight Hundred Eighty Two Thousand Seven Hundred Eighty Dollars and No Cents (\$ 1,882,780.00), 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 15th day of May 20 07

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 MFA-203A - "John F. Kennedy International Airport and LaGuardia Airport - Asphalt Concrete Pavement Repairs via Work Orders", and

WHEREAS, the Authority has required this bond for the faithful performance of all obligations imposed by said Contract and also for the payment of all lawful claims of subcontractors, materialmen and workmen arising out of the performance of said Contract;

NOW, if the said principal shall well and faithfully do and perform the things agreed by him to be done and performed according to the terms and true intent and meaning of said Contract and if all lawful claims of subcontractors, materialmen and workmen arising out of the performance of said Contract are paid, then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that, provided the sureties shall comply with the provisions hereof, the aggregate liability of all sureties for any and all claims hereunder shall in no event exceed the penal amount of this obligation as hereinbefore stated.

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

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

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

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

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

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

(Seal)

ACME SKILLMAN CONCRETE CO., INC.

Principal

By ²⁶

BERKLEY REGIONAL INSURANCE COMPANY

Surety

By ²⁷

Susan Lupski, Attorney-in-Fact

APPROVED AS TO ACCEPTABILITY OF SURETIES:

Credit Manager

20

²⁶ If bond is signed by an officer or agent, give title; if signed by a corporation, affix corporate seal.

²⁷ Add signatures of additional sureties, if any.

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of NEW YORK

SS:

County of QUEENS

On this 16 day of MAY, 2007 before me personally came and appeared FERNANDO MINCHELLA, to me known, who being by me duly sworn, did depose and say that he resides at _____

that he is the PRESIDENT of Acme Skillman Concrete Co., Inc. the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

(Notary Seal)

An M Rodriguez
(Notary Signature)

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____

SS:

County of _____

On this _____ day of _____, 20____, before me

personally came and appeared _____, to me known, and known to me to be one of the members of the firm of _____

described in and who executed the foregoing instrument and he acknowledged to me that he executed the same as and for the act and deed of said firm.

(Notary Seal)

ANIN M. RODRIGUEZ
Notary Public, State of New York
No. 41-4834919
Qualified in Queens County
Commission Expires 11/17/2010

(Notary Signature)

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____

SS:

County of _____

On this _____ day of _____, 20____, before me personally came and appeared _____, to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

(Notary Seal)

(Notary Signature)

AFFIX ACKNOWLEDGMENT AND JUSTIFICATION OF SURETY

ACKNOWLEDGMENT OF PRINCIPAL - IF A CORPORATION

STATE OF }
COUNTY OF } ss

On this day of, before me personally appeared to be known, who, being by me duly sworn, did depose and say; that he/she resides at, that he/she is the President of the corporation described in and which executed the within insurance instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

ACKNOWLEDGMENT OF PRINCIPAL - IF INDIVIDUAL OR FIRM

STATE OF }
COUNTY OF } ss

On this day of, before me personally appeared to me know to be (the individual) (one of the firm) of described in and who executed the within instrument and he/she thereupon acknowledged to me that he/she executed the same (as the act and deed of said firm).

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF New York }
COUNTY OF Nassau } ss

On this MAY 15, 2007, before me personally came SUSAN LUPSKI to me known, who, being by me duly sworn, did depose and say; that he/she resides in NASSAU COUNTY, State of New York, that he/she is the Attorney-in-Fact of the BERKLEY REGIONAL INSURANCE COMPANY the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order, and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has pursuant to Section 1111 of the Insurance Law of the State of New York, issued to BERKLEY REGIONAL INSURANCE COMPANY (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such certificate has not been revoked.

Jacqueline McNeil
Notary Public

JACQUELINE MCNEIL
Notary Public, State of New York
No. 01MC6156390
Qualified in Nassau County
Commission Expires November 27, 2010

BERKLEY REGIONAL INSURANCE COMPANY**STATEMENT, DECEMBER 31, 2006**
(AMOUNTS IN THOUSANDS)**STATUTORY BALANCE SHEET****Admitted Assets**

Bonds	\$ 1,043,006
Common & Preferred Stocks	648,051
Cash & Short Term Investments	118,517
Premiums Receivable	326,098
Other Assets	<u>266,644</u>
<u>Total Admitted Assets</u>	<u>\$ 2,402,316</u>

Liabilities & Surplus

Loss & LAE Reserves	\$ 1,079,621
Unearned Premium Reserves	594,358
Other Liabilities	<u>63,371</u>
<u>Total Liabilities</u>	<u>\$ 1,737,350</u>

Capital Stock	4,000
Additional Paid In Capital	347,723
Unassigned Surplus	<u>313,243</u>
	\$ 664,966

Total Policyholders' Surplus\$ 2,402,316Total Liabilities & Surplus**Officers:**

President: William Robert Berkley
Treasurer: Robert Floyd Buehler
Sr. Vice President: Eugene George Ballard
Vice President: Robert Paul Cole
Vice President: Clement Patrick Patafio
Corporate Secretary: Ira Seth Lederman

Directors:

William Robert Berkley
Eugene George Ballard
Robert Paul Cole
William Robert Berkley, Jr.
Ira Seth Lederman
Clement Patrick Patafio
James Gerald Shiel
Paul James Hancock
Robert C. Hewitt
